



AGENDA

CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, APRIL 15, 2025
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Police Chief Brent Phelps proclaiming the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.
- C. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Fire Chief Norman Staines proclaiming Sunday, May 4 as "International Firefighters Day" throughout the City of Lenoir.
- D. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Public Utilities Director Jeff Church proclaiming the week of May 4 through May 10 as "Celebrate Drinking Water Week."

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 1, 2025 as submitted.
- B. Resolution; 2024 Lenoir Local Water Supply Plan: Staff recommends approval of the 2024 Lenoir Local Water Supply Plan and following approval, the Plan shall be submitted to the Department of Environmental Quality, Division of Water Resources as required by N.C.G.S 143-355(I) as presented.
- C. Resolution; Lenoir Fire Department Truck Acquisition/BRE REDLG: Staff recommends approval of the Resolution authorizing staff to pursue United States Department of Agriculture (USDA) loan funding administered through Blue Ridge Electric Membership Corporation (BREMCO) for the purchase of a new 107-foot Ladder Fire Truck. Additionally, the Resolution authorizes the City Manager to act on behalf of the City of Lenoir to execute documents related to the loan application, agreement, or other related items as necessary. Should the loan request be approved by USDA to BREMCO, the City would then execute a funding agreement with BREMCO in the amount of \$1,180,000.00 at 0% interest for a seven-year term.
- D. Resolution - Waiving formal bid/Authorizing Cooperative Purchasing Fire Truck: Pursuant to N.C.G.S. §143-129(e)(3), Staff recommends adoption of the Resolution waiving formal bidding procedures and authorizing use of cooperative purchasing agreement H-GAC, Contract No. FS12-23, for the purchase of a new Ladder Fire Truck.
- E. Proclamation: Approval of the proclamation proclaiming the month of May as "Motorcycle Safety and Awareness Month" as submitted.
- F. Proclamation: Approval of a proclamation proclaiming Sunday, May 4 as "International Firefighters' Day" throughout the City of Lenoir as submitted.

- G. Proclamation: Approval of a proclamation proclaiming week of May 4 through May 10 as “Celebrate Drinking Water Week” throughout the City of Lenoir as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. NCDOT’s Spring Litter Sweep began on Saturday, April 12 and ends on Saturday, April 26. Additional information is available on their website at www.ncdot.littersweep.com.
2. City offices will be closed on Friday, April 18 in observance of Good Friday.
3. An Earth Day & Arbor Day Celebration will be held on Saturday, April 19 from 10:00 a.m. until 3:00 p.m. at Unity Park & Community Gardens for all ages.
4. The Bootlegger 100 Bicycle Race will be held on Saturday, April 19 from 8:00 a.m. until 6:00 p.m. The race begins and ends in downtown Lenoir.
5. The Parks and Recreation Advisory Board will meet on Monday, April 21 at 6:00 p.m. at the Martin Luther King, Jr. Center.
6. The Committee of the Whole will meet on Tuesday, April 22 at 8:30 a.m. at City Hall, Third Floor.
7. The Foothills Regional Airport Authority will meet on Wednesday, April 23 at noon at the airport facility.
8. The annual Bicycle Festival will be held on Saturday, April 26 from 11:00 a.m. until 3:00 p.m. in downtown Lenoir.
9. The Planning Board will meet on Monday, April 28 at 5:30 p.m. at the City/County Chambers.
10. The North Carolina League of Municipalities City Vision Conference will be held on April 29 through May 1 in Greenville.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT



City of Lenoir Police



Council Action Form

I. Agenda Item:

Requesting Proclamation and Recognition at the last Council Meeting in April (4/15/2025) for:
Motorcycle Safety & Awareness Month, May 2025

II. Background Information:

Motorcycle Safety & Awareness month is an annual campaign to help motorists understand standard motorcycle driving behaviors and to how to drive safely around them.

III. Staff Recommendation:

IV. Reviewed by:

City Attorney: _____

Date: _____

City Manager: _____

Date: _____

Police Chief:  _____

Date: 3/14/2025



PROCLAMATION

Motorcycle Safety & Awareness Month

May 2025



WHEREAS, the growth in popularity of motorcycle riding and touring, combined with the many scenic destinations in our state and the year-long riding season, have led to North Carolina having one of the largest populations of motorcycle enthusiasts in the nation; and

WHEREAS, more and more residents of the City of Lenoir are taking up this mode of transportation to commute to and from their places of employment; and

WHEREAS, many motorcyclists undergo specialized training by attending professionally taught motorcycle operator training courses with emphasis on skills, traffic laws, and proper safety equipment; and

WHEREAS, it is the responsibility of all motorists to be aware of motorcyclists and extend to them the same courtesy as any other vehicles on our roadways.

NOW, THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.

WITNESS, my hand and seal this the _____ day of _____, 2025.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

PROCLAMATION

IN HONOR OF

INTERNATIONAL FIREFIGHTERS' DAY

WHEREAS, International Firefighters' Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work and to show support and appreciation for those who presently serve; and

WHEREAS, regardless of the language a firefighter speaks, or the country in which he or she works and resides, all firefighters fight against the same enemy - fire; and

WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

WHEREAS, the demands of firefighting are accompanied by both personal and physical tolls that all firefighters knowingly accept while risking their lives to protect the lives of others.

NOW, THEREFORE, be it resolved that by the virtue of the authority vested in me as Mayor of City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim Sunday, May 4th, 2025, as "*International Firefighters' Day*" throughout the City of Lenoir and encourage all citizens to show support and appreciation to our City, County, and State firefighters who protect our lives and property so diligently throughout the year and by remembering past firefighters who dedicated their lives to preserve our safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 15th day of April, 2025.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

PROCLAMATION

IN CELEBRATION OF DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health protection, fire protection, support for our economy and the quality of life our citizens enjoy; and

WHEREAS, any measure of a successful society - low mortality rates, economic growth and diversity, productivity, and public safety are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of the City of Lenoir is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim the week of May 4 – 10, 2025 as “*Celebrate Drinking Water Week*” throughout the City of Lenoir.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 15th day of April, 2025.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



**LENOIR CITY COUNCIL
TUESDAY, APRIL 1, 2025
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Ralph Prestwood, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

ABSENT: City Councilmembers Todd Perdue, Kimmie Rogers and Mayor Pro-Tem David Stevens.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Economic Development Main Street Director Brenda Floyd, Director of Special Projects & Grants Jared Wright, and Public Information/Communication Director Joshua Harris.

I. CALL TO ORDER

THOUGHTS &

PRAYERS: A. On behalf of City Council, Mayor Gibbons asked everyone to continue to keep Councilman Todd Perdue and wife Kathryn in their thoughts and prayers.

SYMPATHY

EXTENDED: B. On behalf of City Council, Mayor Gibbons asked everyone to keep the family of former Fire Chief Ken Hair in their thoughts and prayers upon the passing of his mother Regina Hair.

OUR STATE

ARTICLES: C. Mayor Gibbons reported that Our State magazine recently featured the Western North Carolina Sculpture Center in Patterson in one of their recent editions. The Shake and Dog restaurant was also mentioned in another edition as one of the best hot dog places in North Carolina following a visit by John Champlin for Our State.

SPECIAL

RECOGNITION:

D. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Police Chief Brent Phelps recognizing the week of April 13 through April 19 as National Public Safety Telecommunicators Week throughout the City of Lenoir.

Chief Phelps thanked City Council for the recognition and stated the Telecommunicators are dedicated and have a very important job. He shared they work 12-hour shifts and emphasized

Tuesday, April 1, 2025
Minutes-City of Lenoir Council Meeting

they play a vital role as they are the first step in the criminal justice system when a citizen calls 911.

Mayor Gibbons thanked Chief Phelps and the Department for all they do each day for the City of Lenoir and its citizens.

GERMAN EXCHANGE

STUDENTS: E. On behalf of City Council, Mayor Gibbons welcomed Sascha Sanderlin, German Instructor at Hibriten High School along with a group of exchange students from the Black Forest area in Germany and Instructor Gregor Fuetterer. Mr. Sanderlin thanked City Council for inviting them to the meeting and stated the German American Partnership Program at Hibriten High School is really important. He remarked this is the twelfth year that Hibriten High School has participated in the exchange program. The students from Germany introduced themselves and shared where they were from. Mr. Fuetterer expressed appreciation to all of the host families and remarked the program allows for everyone to have a better understanding and breaks down prejudices in addition to building a foundation for a more connected and compassionate world.

Mayor Gibbons stated the City was honored to have them and asked Mr. Sanderlin what events they planned to attend. Mr. Sanderlin shared the students requested to visit Old-Salem and they would also be attending a Hibriten baseball game.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 4, 2025 as submitted. The minutes were listed on the March 18 Agenda but were inadvertently omitted from the Agenda packet.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 18, 2025 as submitted.
- C. Minutes: Approval of the minutes of the City Council Budget meeting of Tuesday, March 25, 2025 as submitted.
- D. Proclamation; National Public Safety Telecommunicators Week 2025: Approval of a proclamation proclaiming the week of April 13 through April 19 as National Public Safety Telecommunicators Week 2025 throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as reference.)
- E. Bid Award; Zacks Fork Greenway Loop Connector: Following the review of the bids submitted, Staff recommends awarding the bid to CH Barlow, LLC for the grading and installation of the Zacks Fork Greenway Loop Connector for the total sum of \$118,972.00. CH Barlow, LLC is appropriately licensed in the state of North Carolina and is adequately equipped to perform work of this nature. (A copy of the bid tab is attached to these minutes as reference.)
- F. Funding Resolution; Lower Creek Wastewater Treatment Plant: Staff recommends approval of a Funding Resolution and required documents for a state loan and/or grant for the Process Basin Improvements Project at the Lower Creek Wastewater Treatment Plant as submitted. (A copy of the funding resolution is attached to these minutes as reference.)
- G. Change Order #1; Rhodhiss Flashmix Basin Repair Project: Staff recommends City Council approval of Change Order #1 Rhodhiss Flashmix Basin Repair Project. The total value of changes reflects an increase of \$13,522.68 and also extends the contract time to May 30, 2025. There are still unused unit prices for materials, allowances and contingency funds

remaining of over \$85,000 in the project budget. (A copy of Change Order #1 is attached to these minutes as reference.)

Upon a motion by Councilmember Thomas, City Council voted 4 to 0 to adopt items A through G on the Consent Agenda as described above and as recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

**RIBBON CUTTING;
 MULBERRY GYM:**

- 1. A Ribbon Cutting will be held on Wednesday, April 2 at 2:30 p.m. at the Mulberry Recreation Center for the Gym and Pickleball Court.

CRUISE-IN: 2. A Cruise-In will be held in downtown Lenoir on Saturday, April 5 from 3:00 p.m. – 9:00 p.m.

ABC BOARD:

- 3. The ABC Board will meet on Thursday, April 10 at 2:00 p.m.

WPCOG ANNUAL MEETING: 4. The Western Piedmont Council of Governments (WPCOG) Annual Meeting will be held on Thursday, April 10 beginning at 6:00 p.m. at the Hickory Metro Convention Center.

NCDOT SPRING LITTER SWEEP:

- 5. NCDOT’s Spring Litter Sweep begins on Saturday, April 12 and ends on Saturday, April 26.

EASTER EGG HUNT: 6. An Easter Egg Hunt will be held at Mulberry Recreation Center on Saturday, April 12 from 10:00 a.m. until noon.

CITY/COUNTY SERVICES COMMITTEE:

- 7. The City/County Services Committee will meet on Monday, April 14 at noon at the J.E. Broyhill Civic Center.

HOLIDAY CLOSING: 8. City offices will be closed on Friday, April 18 in observance of Good Friday.

EARTH DAY & ARBOR DAY CELEBRATION:

- 9. An Earth Day and Arbor Day Celebration will be held on Saturday, April 19 from 10:00 a.m. until 3:00 p.m. at Unity Park & Community Gardens for all ages.

Tuesday, April 1, 2025
Minutes-City of Lenoir Council Meeting

**BOOTLEGGER 100
BICYCLE RACE:**

10. The Bootlegger 100 Bicycle Race will be held on Saturday, April 19 from 8:00 a.m. until 6:00 p.m.

ANNUAL BICYCLE

- RACE:** 11. The annual Bicycle Festival will be held on Saturday, April 26 from 11:00 a.m. until 3:00 p.m. in downtown Lenoir.

B. Items for Council Action

**DELEGATE; NCLM
BUSINESS MEETING:**

1. City Council may appoint a Delegate to serve as the City of Lenoir's voting delegate at the North Carolina League of Municipalities (NCLM) Annual Business Meeting on May 1, 2025 at the Greenville Convention Center.

Upon a motion by Councilmember Thomas, City Council voted 4 to 0 to appoint Councilmember Jonathan Beal to serve as the City of Lenoir's voting delegate at the North Carolina League of Municipalities Annual Business Meeting on May 1, 2025 at the Greenville Convention Center.

**RESCHEDULED; FOURTH OF
JULY CELEBRATION:**

2. Recreation Director Phil Harper informed Council he was contacted by the fireworks vendor that due to a shortage of technicians, the company was not going to be able to have the City's fireworks event on July 4th. Director Harper said the vendor offered alternative dates of July 3 or July 5 along with a discount. Director Harper suggested having it on July 5 and stated that he contacted other vendors, but they are already booked for July 4th.

It was the consensus of City Council to change the City of Lenoir's fireworks display to Saturday, July 5 as recommended by Recreation Director Phil Harper.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:35 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



PROCLAMATION

In Recognition of

Public Safety Telecommunicators Week



April 13 – 19, 2025

Whereas, the City of Lenoir Police Department Telecommunicators play a vital role in the protection of human life and property in our community; and

Whereas, Telecommunicators have been successfully serving the public safety communication needs of the City of Lenoir throughout the year; and

Whereas, while enduring long hours, abnormal schedules, and handling frequent life and death emergencies, Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate manner; and

Whereas, Telecommunicators provide a critical communication link between the residents and Emergency Responders; and

Whereas, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our community, 24-hours a day, 7-days a week; and

Whereas, our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services;

Therefore Be It Resolved, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and declare the week of April 13 – April 19, 2025

“National Public Safety Telecommunicators Week”

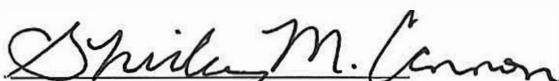
in the City of Lenoir, in honor of the men and women whose diligence and professionalism keep our city and first responders safe.

Witness, my hand and seal this the 15th *day of* April, 2025.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk

CH Barlowe LLC

1576 Zacks Fork Rd
 Lenoir, NC 28645
 US

Voice: 828-838-5230
 Fax:

QUOTATION

Quote Number: 114

Quote Date: Mar 11, 2025

Page: 1

Quoted To:

CITY OF LENOIR
 LENOIR, NC 28645

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY	4/10/25	Net 10 Days	

Quantity	Item	Description	Unit Price	Amount
		JOB: WALKING TRAIL EXTENSION - ZACKS FORK ROAD/ SOCCER COMPLEX INSTALLATION OF NEW WALKING TRAIL AROUND EXISTING SOCCER FIELDS AS STAKED & PLANS PROVIDED BY CITY OF LENOIR. SCOPE OF WORK TO INCLUDE THE CONSTRUCTION OF A 10 FT. WIDE ASPHALT TRAIL WITH 2 AREAS WHERE THE TRAIL WILL BE TIED TO EXISTING STRUCTURES OR DRIVE. THESE 2 AREAS ARE NOT SHOWN ON DRAWINGS. REMOVE GRASS AND SOD 8 INCHES IN DEPTH TO AN OFF SITE AREA. PREPARE SUBGRADE, PURCHASE, HAUL AND PLACE 6 INCHES OF AGGREGATE BASE STONE AND PREP FOR ASPHALT. PURCHASE, HAUL, AND PLACE 2 INCHES OF 59.5B ASPHALT. ADDITIONAL GRADING AROUND SIGN AS SHOWN ON DRAWING. ** ALL CONSTRUCTION STAKING TO BE PROVIDED BY CITY OF LENOIR ** NO SEEDING		118,972.00
Subtotal				118,972.00
Sales Tax				
TOTAL				118,972.00

Mountain Crest, LLC

*NC Contractor's License #69227
Unlimited Highway, Building, Water and Sewer
NCDOT Approved Contractor*

1264 Taylorsville Road, SE
Lenoir, NC 28645
Office (828) 758-3003
Cell (828) 312-9000
mtncrestllc@yahoo.com

Proposal for: City of Lenoir

Date: 3-10-2025

Proposal: Greenway Grade & Pave

Proposal + / -1530' of 10' wide green way

Items included:

Clearing

Haul off sod

Grade

6" ABC

2" S9.5B 10' wide paving in one lift (layer)

Build shoulders and shape disturbed area

Seed and mulch disturbed area

Lump Sum \$ 121,300.00

COMMENTS / EXCLUSIONS

Due to current supply chain disruptions, materials are subject to pricing at time of shipment.

Material availability and timelines of shipments cannot be guaranteed.

Due to fluctuations in the cost of liquid asphalt we reserve the right to adjust the above price if increases occur.

Grading as discussed in walk thru with staff not according to plan grades

Any drainage improvements pipe/etc., to be discussed if needed and cost associated

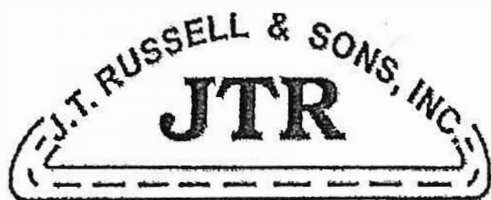
Exclusions:

Undercut and replacement of unsuitable materials

Stabilization fabric or geogrid

Soil tests, engineering, permits

Bond



201 Herman Sipe Road Conover, NC 28613
 Phone: (828) 464-0328 • Fax: (828) 464-8203

www.jtrussellandsons.com

NC License # 2767

To: City Of Lenoir	Contact:
Address: Lenoir, NC	Phone:
	Fax:
Project Name: Greenway At Wilson Soccer Field	Bid Number:
Project Location:	Bid Date: 3/6/2025

Item #	Item Description
1	Greenway @ 1528' X 10'
1A	Strip Grass, Grade And Haul Off Excess Material To City Dump Site
1B	6" ABC Stone
1C	2" S9.5B
1D	Seed & Straw Along Edges As Necessary

\$135,000.00

Notes:

- The above prices do not include Performance and Payment Bond. Add 3% if bond is required.
- Traffic control is NOT included.
- Night work is NOT included.
- Removal & replacement of unsuitables, dewatering, drying and chemical treatment of soils is not included.
- Asphalt pricing based on the NCDOT index for March 2025. Adjustments for increasing index will be made per NCDOT Specifications.
- Pricing is firm for 30 days.
- Proposal Includes 1 mobilization. Additional mobilizations will be charged at \$9,000.00 each.
- Undercut and backfill of undercut are not included.
- Contractor to provide free and clear access to work area(s) including temporary roads, staging areas, or other temporary facilities needed to properly gain access to the site.
- All survey and layout of grades, lane lines and pavement widths to be provided by City of Lenoir. JTR will pave to grades established by others.
-

Payment Terms:

Payment due within 7 days after payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

JT Russell - Conover

Authorized Signature: _____

Estimator: David Stamey

(828) 464-0328 dastamey@jtrussellandsons.com



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

RESOLUTION BY THE LENOIR CITY COUNCIL

WHEREAS, The City of Lenoir has need for and intends to construct a project described as **Lower Creek Wastewater Treatment Plant Process Basin Improvements, and**

WHEREAS, The City of Lenoir intends to request State loan and/or grant assistance for the project,

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

That **City of Lenoir, the Applicant,** will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

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

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

That **Scott Hildebran, City Manager, the Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

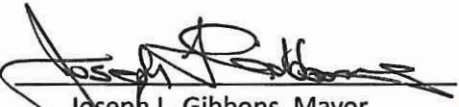
That the **Authorized Representative,** and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents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

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 1st day of April, 2025 at City of Lenoir, North Carolina.



POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200


Joseph L. Gibbons, Mayor



CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting **City Clerk** of the **City of Lenoir** 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 regularly adopted at a legally convened meeting of the **City Council** of the **City of Lenoir** duly held on the 1st day of April, 2025; 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 2nd day of April, 2025.

Shirley M. Cannon
Signature of Recording Officer

Shirley M. Cannon, City Clerk

Printed Name and Title

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Change Order No. 1

Date of Issuance: 02/26/2025

Effective Date:

Owner: City of Lenoir

Owner's Contract No.:

Contractor: Freyssinet, Inc.

Contractor's Project No.:

Engineer: McGill Associates

Engineer's Project No.:

09.010022

Project: Concrete and Waterproofing Repairs

The Contract is modified as follows upon execution of this Change Order:

Description: To utilize the existing flash mixer frames and to provide a credit in the amount of (\$39,492.90) back to the City. Provide cold weather containment for additional repairs in the amount of \$32,835.48. To assist SKA with sediment basin assessment work in the amount of \$20,179.20. The total value of changes reflect an increase of \$13,522.68. This Change Order will also extend the contract time to May 30, 2025.

Attachments: Change Order Summary, with Contractor's change order request documentation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$844,051.50</u>	Original Contract Times: Substantial Completion: <u>185</u> Ready for Final Payment: <u>200</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : <u>\$0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price prior to this Change Order: <u>\$844,051.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>185</u> Ready for Final Payment: <u>200</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$13,522.68</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>134</u> Ready for Final Payment: <u>119</u> days or dates
Contract Price incorporating this Change Order: <u>\$857,574.18</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>319</u> Ready for Final Payment: <u>319</u>

 RECOMMENDED:
 By: [Signature]
 Title: ENGINEER
 Date: 3-17-25

 ACCEPTED:
 By: [Signature]
 Title: CITY MANAGER
 Date: 4/3/2025

 ACCEPTED:
 By: [Signature]
 Title: Operations Manager
 Date: 03/06/2025

Approved by Funding Agency (if applicable)

 By: _____
 Title: _____

Date: _____

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the 2024 Lenoir Local Water Supply Plan Resolution.

Background Information: A Local Water Supply Plan is an assessment of a water system's current and future water needs and its ability to meet those needs. By understanding current and future needs, local governments will be better able to manage water supplies and better prepared to plan for water supply system improvements.

North Carolina General Statute [General Statute § 143-355\(I\)](#) requires all units of local government that provide or plan to provide public water service to prepare a Local Water Supply Plan. All community water systems that regularly serve 1,000 or more service connections or serve more than 3,000 people are also required to prepare a Local Water Supply Plan.

- II. Staff Recommendation:** Staff recommends City Council approve the 2024 Lenoir Local Water Supply Plan Resolution as presented.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Charch

**A RESOLUTION BY THE CITY OF LENOIR
APPROVING THE 2024
LENOIR LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Lenoir, Water System NC01-14-010, has been developed and submitted to the Lenoir City Council for approval; and

WHEREAS, the City has been approved to receive funding through Session Law 2023-134, House Bill 259, Section 12.2.(e) to construct a water interconnection between the City of Lenoir and the Town of Valdese to better facilitate redundancy and integrity of the water supply.

WHEREAS, the Lenoir City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of Lenoir, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Lenoir City Council of the City of Lenoir, NC, that the Local Water Supply Plan entitled, 2024 Lenoir Local Water Supply Plan, dated April 15, 2025 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Lenoir City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this ____ day of April, 2025.

Joseph L. Gibbons, Mayor
Lenoir City Council

ATTEST:

Shirley M. Cannon, City Clerk

Lenoir

2024 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Lenoir	PWSID:	01-14-010
Mailing Address:	P.O. Box 958 Lenoir, NC 28645	Ownership:	Municipality
Contact Person:	Kevin Matheson	Title:	Water Treatment Superintendent
Phone:	828-757-4460	Cell/Mobile:	828-729-7001
Secondary Contact:	Jeff Church	Phone:	828-757-4459
Mailing Address:	P.O. Box 958 Lenoir, NC 28645	Cell/Mobile:	828-312-2051

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6-16	48.00 %
Cast Iron	4-12	30.00 %
Ductile Iron	6-30	9.00 %
Galvanized Iron	1.5-2	4.00 %
Other	2-12	4.00 %
Polyvinyl Chloride	2-12	5.00 %

What are the estimated total miles of distribution system lines? 220 Miles

How many feet of distribution lines were replaced during 2024? 252 Feet

How many feet of new water mains were added during 2024? 52 Feet

How many meters were replaced in 2024? 0

How old are the oldest meters in this system? 4 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 74

What is this system's finished water storage capacity? 13.5000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

Programs

Does this system have a program to work or flush hydrants? Yes, Semi-Annually

Does this system have a valve exercise program? Yes, Quarterly

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? No

Does this system have a leak detection program? No

What type of rate structure is used? Flat/Fixed
How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0
Does this system have an interconnection with another system capable of providing water in an emergency? No

We are currently in the final planning stages of an approved interconnection with the Town of Valdese, PWS 01-12-010. This interconnection once completed will provide means to supply or receive up to 4MGD. Target date for completion is 2029.

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Catawba River (03-1)	100 %	Caldwell	100 %

What was the year-round population served in 2024? 21,922
Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	9,218	1.2650	0	0.0000
Commercial	781	0.3450	0	0.0000
Industrial	64	1.0940	0	0.0000
Institutional	231	0.2471	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.6030 MGD

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Baton WC	01-14-025	0.5726	365	0.6000	2033	No	Yes	6	Regular
Caldwell County	01-14-045	0.6299	365	0.7620	2024	Yes	Yes	12	Regular
Caldwell County	01-14-047	0.6764	365	0.6835	2024	Yes	Yes	12	Regular
Caldwell County	01-14-048	0.0477	365	0.0545	2024	Yes	Yes	8	Regular
Sawmills	01-14-040	0.2541	365	0.3250	2032	Yes	Yes	6	Regular

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	5.7510	7.2210	May	6.0580	6.8180	Sep	6.1600	6.6530
Feb	5.6620	6.8050	Jun	6.4570	7.4290	Oct	6.3530	7.0580
Mar	5.5890	6.7440	Jul	6.6760	7.1510	Nov	5.7590	6.3400
Apr	5.7790	6.6000	Aug	6.4740	6.9280	Dec	5.6950	6.5020



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal MGD	Days Used	Maximum Day Withdrawal (MGD)	MGD	Available Raw Water Supply * Qualifier	Usable On-Stream Raw Water Supply Storage (MG)
Catawba	Lake Rhodhiss	6.0340	365	7.4290	12.0000	T	15,634.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Catawba	Lake Rhodhiss	1,090	Yes	Catawba River (03-1)	Caldwell		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, As Needed

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? Yes

A very small maximum amount of 0.047 MGD could potentially be transferred from the Catawba basin to the Yadkin basin through our sales to Caldwell County.

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Ouput Metered?	Source
Lenoir - Lake Rhodhiss WTP	12.0000	Yes	Yes	Catawba River, Lake Rhodhiss

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2024? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2024? No

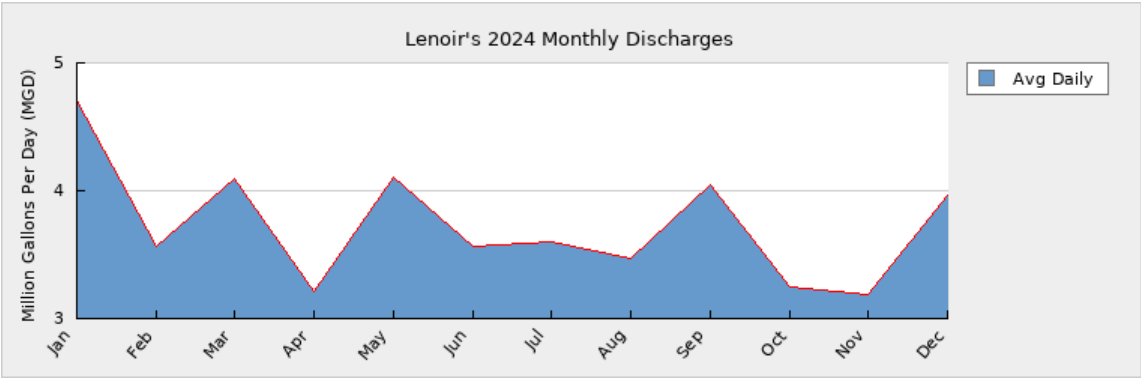
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	4.7080	May	4.1060	Sep	4.0480
Feb	3.5700	Jun	3.5670	Oct	3.2420
Mar	4.0990	Jul	3.5990	Nov	3.1850
Apr	3.2130	Aug	3.4760	Dec	3.9680



How many sewer connections does this system have? 8,440

How many water service connections with septic systems does this system have? 314

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
---------------	------	-----------------------------	--------------------------	--	--------------------------------	------------------	-----------------

NC0023736	WWTP	2.0000	2.0000	1.3780	6.9360	Gunpowder Creek	Catawba River (03-1)
NC0023981	WWTP	6.0000	6.0000	2.2300	7.9740	Lower Creek	Catawba River (03-1)
NC0044164	WTP	3.0000	3.0000	0.1590	0.1950	Lake Rhodhiss	Catawba River (03-1)
WQ0010059	CS	0.0000	0.0000	0.0000	0.0000	Land Application	Catawba River (03-1)

Wastewater Interconnections

Water System	PWSID	Type	MGD	Average Daily Amount	Days Used	Contract Maximum (MGD)
Town of Sawmills	01-14-040	Receiving	0.0647		365	0.2500

5. Planning

Projections

	2024	2030	2040	2050	2060	2070
Year-Round Population	21,922	22,185	22,650	23,126	23,612	24,104
Seasonal Population	0	0	0	0	0	0
Residential	1.2650	1.2680	1.2911	1.3182	1.3459	1.3739
Commercial	0.3450	0.3490	0.3630	0.3780	0.3930	0.4090
Industrial	1.0940	1.0960	1.1400	1.1860	1.2330	1.2820
Institutional	0.2471	0.2970	0.3090	0.3210	0.3340	0.3470
System Process	0.6030	0.7300	0.7480	0.7490	0.7500	0.7530
Unaccounted-for	0.2887	0.3038	0.3128	0.3210	0.3295	0.3383

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Town of Valdese	01-12-010	Purchase	4.0000	2029		Regular

Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	12.0000	12.0000	12.0000	12.0000	12.0000	12.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		4.0000	4.0000	4.0000	4.0000	4.0000
Total Available Supply (MGD)	12.0000	16.0000	16.0000	16.0000	16.0000	16.0000
Service Area Demand	3.8428	4.0438	4.1639	4.2732	4.3854	4.5032
Sales	2.1747	2.4250	1.8250	1.8250	1.8250	1.8250
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	6.0175	6.4688	5.9889	6.0982	6.2104	6.3282
Demand as Percent of Supply	50%	40%	37%	38%	39%	40%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **58** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No changes.**

Are there other demand management practices you will implement to reduce your future supply needs? **No changes.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **None**

How does the water system intend to implement the demand management and supply planning components above?

Has this system participated in regional water supply or water use planning? **Yes, Catawba-Wateree Water Management Group**

What major water supply reports or studies were used for planning? **CWWMG master plan and Western Piedmont COG growth projections.**

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: **Will begin construction of another 0.150 MG elevated storage tank on Finley Avenue in 2025 to meet increased pressure needs for customers in that distribution zone. The interconnection plan with Valdese is proceeding and should be in place by 2029.**

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Adoption of a *Resolution* authorizing staff to move forward with a loan funding application to Blue Ridge Electric Membership Corporation (BREMCO), administrators of the United States Department of Agriculture (USDA) funding program referred to as the Rural Economic Development Loan and Grant (REDLG) program, for the purchase of a new 107-foot Ladder Fire Truck to replace the existing 75-foot Ladder Fire Truck. The *Resolution* also authorizes the City Manager to act on behalf of the City for execution of documents related to the loan application, the loan agreement, or any other associated item(s).

II. Background Information:

The City of Lenoir Fire Department is in need of a new Ladder Fire Truck to replace the current Ladder Fire Truck that has surpassed 80,000 travel miles and is frequently out of service for extensive and costly maintenance and repairs. Given the cost of equipment/trucks of this nature, a financing program was considered for this large purchase. Staff contacted BREMCO to explore the possibility of applying for 0% interest USDA loan funding (administered by BREMCO) through the REDLG program. **The City also used this program for acquisition and upfitting of Fire Station 3 in 2018**. City staff, working with BREMCO and 3rd party reviewers, developed an interest document to pursue this funding with USDA. The formal submittal includes a statement of need, narrative description of the Lenoir Fire Department's operations, service area(s), and organizational staffing plan. Should the loan request be approved by USDA to BREMCO, the City would then execute a funding agreement with BREMCO in the amount of \$1,180,000.00, with 0% interest, for a 7-year term. .

III. Staff Recommendation:

Staff recommends adoption of the Resolution authorizing staff to pursue United States Department of Agriculture loan funding administered through Blue Ridge Electric Membership Corporation for the purchase of a new 107-foot Ladder Fire Truck. Additionally, the Resolution authorizes the City Manager to act on behalf of the City of Lenoir. to execute document related to the loan application, agreement, or other related item as necessary.

IV. Reviewed by:**City Attorney:** _____**Finance Director:** _____**Director of Special Projects and Grants:** _____**Fire Chief:** _____**Attachments:**

- Resolution No. _____
- REDLG USDA Application – Part 1 (\$1,000,000)
- REDLG USDA Application – Part 2 (\$150,000, \$30,000)

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the City of Lenoir, North Carolina desires to purchase a new 107-foot Ladder Fire Truck (the “Project”) to replace an existing 75-foot Ladder Fire Truck in order to better serve the citizens of Lenoir; and

WHEREAS, The City of Lenoir desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, Blue Ridge Electric Membership Corporation (BREMCO) administers loan funding from the United States Department of Agriculture (USDA) through the Rural Economic Development Loan and Grant (REDLG) program; and

WHEREAS, the City of Lenoir intends to seek loan funding in the amount of \$1,180,000.00 from USDA and BREMCO for the purchase of a new 107-foot Ladder Fire Truck; and

WHEREAS, said loan funding will include installment payments over a 7-year term, with 0% interest accrued over the entire loan term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lenoir, North Carolina, in a regular meeting on the 15th day of April, 2025, agree to request loan funding through USDA and BREMCO, through the REDLG program, for the purchase of a new 107-foot Ladder Fire Truck.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager is hereby authorized to act on behalf of the City of Lenoir in filing an application with BREMCO for the proposed financing contract, execution of said contract should the loan be approved, and other actions not inconsistent with this resolution.

Adopted this the 15th day of April, 2025.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

City Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____, adopted by the City Council of the City of Lenoir on the 15th day of April, 2025.

City Clerk

Date

Rural Economic Development Loan Program Application

City of Lenoir, NC Fire Ladder Truck Purchase Project

Submitted to:

Rural Business-Cooperative Service
U.S. Department of Agriculture

For:

\$1,000,000 in Loan Funding

Submitted by:

Blue Ridge Electric Membership Corporation
Caldwell County, North Carolina

On behalf of:

City of Lenoir
Caldwell County, North Carolina

March 20, 2025

Table of Contents

Section I. Introduction

Section II. Project Narrative

Section III. Forms, Certifications, Disclosures and Resolutions

- SF-424
- SF-424A
- Board of Directors Resolution
- Form AD 1048 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions
- Form AD 1049 – Certification Regarding Drug-Free Workplace Requirements
- Assurance Statement for the Uniform Act
- Blue Ridge Electric Membership Corporation Certificate of Financial Review
- Assurance Statement for the Civil Rights Act
- RD Instruction 1940-Q, Exhibit A-1
- 400-1 Equal Opportunity Agreement
- RUS Form 7 – Financial and Statistical Report
- RUS Form 7a – Investments, Grant Guarantees, and Grants
- AD-3030 Form - Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants
- City of Lenoir Sample Data Collection Form
- City of Lenoir Business Plan
-

I. Introduction

Blue Ridge Electric Membership Corporation (BRE), located in Lenoir, North Carolina, requests a \$1,000,000 USDA Rural Economic Development (RED) Loan which it will provide to the City of Lenoir as a seven-year zero-interest loan. The city is separately requesting a RED Grant in the amount of \$150,000 for this project. The City will use RED funding to purchase a new Fire Ladder Truck. The new truck will replace an existing ladder truck in their fleet that is unreliable. Their existing ladder truck has 80,000 miles on it and has been out of service for over 150 days in the past two years due various problems with the transmission, emissions, and a current issue with torsion bars. The new truck will have a 107 foot ladder, longer than the current truck's 75 ft. The new fire truck will be located at Fire Station #1, which is located at 602 Harper Ave, Lenoir, NC 28645 in Caldwell County.

BRE will provide \$30,000 in match funds for the project and the city of Lenoir will contribute an additional \$570,000 from reserve funds. The entire project is estimated to cost \$1,750,000. Funding to support the City of Lenoir Fire Department comes from a tax levied on property in the City of Lenoir, North Carolina and other revenue sources. The loan will be secured by BRE as the first lien holder on the title for the Fire Ladder Truck.

II. Project Narrative

Background

The City of Lenoir Fire Department is located at 602 Harper Ave, Lenoir, NC 28645 in Caldwell County. The City of Lenoir primarily provides fire protection and emergency response activities to incorporated and unincorporated areas of Caldwell County. The City of Lenoir fire service area encompasses approximately 19.64 square miles and has a population of 18,500. The fire service territory includes a downtown commercial district, residential areas, agricultural farms, and small commercial operations. Other facilities that the City of Lenoir has fire service responsibilities are as follows: a hospital, new courthouse, downtown buildings, a senior living facility, churches,, industrial operations, the Blue Ridge Electric Membership Corporation main office, manufacturing, commercial, restaurants, retail, and K-12 schools.

The mission of the City of Lenoir is to prevent the loss of life and property. In addition to responding to fires, the Fire Department also responds to medical emergencies, motor vehicle accidents, department calls, and incidents involving hazardous materials.

The City of Lenoir operates three fire stations and currently has three engines, two ladder trucks, one tower truck, one rescue truck, four staff vehicles, one ambulance, one battalion vehicle, three quick response vehicles, two trucks and one UTV. The City of Lenoir Fire Department maintains automatic and mutual aid agreements with surrounding fire districts (i.e., Hudson, Gamewelle, Valmead, Little River, Kings Creek, and North Catawba) to assist and support other communities as needed.

The City of Lenoir was incorporated 1851 and is the county seat of Caldwell County, NC. The day-to-day Fire Department operations are managed by the Fire Chief and his management team. The Fire Department staffing consists of 1 Chief, 1 Deputy Chief, 2 Assistant Chiefs, 3 Battalion Chiefs, 9 Captains, 6 Lieutenants, 15 engineers, and 21 firemen.

The City of Lenoir is requesting RED Loan and Grant funds to purchase a new Fire Ladder Truck to replace an existing ladder truck in their fleet that is unreliable. The existing truck has 80,000 miles on it and has been

out of service for over 150 days in the past two years due various problems with the transmission, emissions, and a current issue with torsion bars. The new truck will have a 107 foot ladder, longer than the current truck's 75 ft ladder.

The new truck will be housed at City of Lenoir Station #1, located in downtown Lenoir. The downtown location has several large structures that require a ladder truck to respond. This includes a hospital, senior living center, future government campus, courthouse, and commercial and industrial structures. The department currently has one, 100 ft ladder truck that is operational though it is an older model that is nearing reserve status.

The City plans to purchase a stock truck from the manufacturer, so the features will depend on availability. The city anticipates that the new truck may have an upgraded suspension, new lighting, and air bags in the cab. The downtown area surrounding the department is in the process of revitalization, driving residential and commercial growth that the department must respond to.

During Hurricane Helene, the department saw 150 calls during the storm alone. The department responded to calls to clear roadways and to assist in wind damage response and street cleanup.

The City of Lenoir Fire Department's service area is experiencing residential growth in areas without fire hydrants, contributing to the need for a fire ladder truck. With RED Loan funding the City of Lenoir will be able to better serve its fire district and provide lifesaving services to community members.

The City of Lenoir receives approximately 3,450 calls for service per year. These calls consisted of 202 fire calls, 28 of which were structure fires (ladder truck response); 449 suppression calls; and the remainder were medical calls. The City anticipates this call volume to increase in the future and is in need of RED Loan funding in order to keep up with its increasing call volume.

ISO has established a Public Protection Classification (PPC™) Program for fire departments. The PPC™ classification ranges from 1 to 10. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire-suppression program doesn't meet ISO's minimum criteria. City of Lenoir has a current ISO rating of 2. The new truck will help to maintain the City of Lenoir's ISO rating.

Project Summary

Blue Ridge Electric Membership Corporation is seeking a \$1,000,000 USDA Rural Economic Development Loan which it will provide to the City of Lenoir as a zero-interest loan over seven years. The City is also requesting under a separate RED application a \$150,000 RED grant for this project. These funds will assist the City to purchase a new Fire Ladder Truck. The entire project will cost \$1,750,000 allowing this \$1,150,000 Loan and Grant to leverage \$30,000 in match funding from BRE as well as \$570,000 in reserve funding from City of Lenoir. Without RED Loan funding, the City of Lenoir could not only lose ground on maintaining its ISO rating but could also fail to serve the needs of the residents safely and adequately in its fire district.

Management Team

BRE will administer the USDA funding to City of Lenoir and will receive repayment of the zero-interest loan. The *Loan Administrator* for BRE will be Tasha Rountree, the Director of Community Relations & Economic Development. Ms. Rountree joined the BRE management team in 2018 and is responsible for the cooperative's economic development projects and marketing. Ms. Rountree joined BRE from First National Bank, where was assistant vice president and business development officer with responsibilities for developing and servicing small business relationships. Before that, she worked for Lifestore Bank as loan project manager and senior credit analyst as well as for Melissa Goodman, CPA as a staff account. Ms. Rountree graduated from Appalachian State University in 2008 with a degree in Business Administration in Accounting.

The City of Lenoir will oversee project implementation, including the purchase and acquisition of the fire truck. The *Project Administrator* will be Donna Bean who is the Finance Director for the City of Lenoir. Ms. Bean has been employed by the City since 2016 in her position. She works closely with the Chief and handles all the financials. Prior to her employment with the City of Lenoir, she was the Department Chair, Corporate and Continuing Education for Caldwell Community College & Technical Institute (CC&TI). She worked for CC&TI from 1990 to 2016.

Ms. Bean received a Bachelor and Master Degree in Accounting. The Masters came from Appalachian State University and the Bachelor's Degree came from Gardner-Webb University.

Project Budget

The total project cost is estimated at \$1,750,000. Blue Ridge Electric Membership Corporation is requesting \$1,000,000 in RED loan funding to help finance this project. Blue Ridge Electric Membership Corporation will provide a \$30,000 match for the project. City of Lenoir will also contribute \$570,000 to the project. The following sources and uses chart details how this project will be financed. BRE is also requesting a \$150,000 RED grant for this project.

Sources

\$150,000 RED Grant

\$1,000,000 RED Loan

\$30,000 Blue Ridge Electric Membership Corporation Match

\$570,000 City of Lenoir Fire Department Reserves

TOTAL: \$1,750,000

Selection Factors

Nature of the Project

The ultimate recipient of this project is the City of Lenoir. The project will finance the purchase of a new Fire Ladder Truck which will help to better serve the residents and businesses of the City of Lenoir's fire service district.

Number of Direct Full-Time Equivalent Jobs Created/Saved Within 3-Years

The fire department recently created new, part-time paid positions for weekend coverage. With a new truck there is potential to add additional part time employment, but there is no additional employment planned currently.

Supplemental Funds for the Project

This project will directly leverage a \$30,000 match and \$570,000 in City of Lenoir Fire Department reserves. Therefore, the total supplemental funds for this project will be \$600,000. The supplemental funds as a percentage of the RED Loan will be 60% ($\$600,000 / \$1,000,000 \times 100 = 60\%$)

Unemployment Rate for the County

The City of Lenoir Fire Department is located in Caldwell County, North Carolina. Caldwell County has an unemployment rate of 3.5% (December 2024 not seasonally adjusted data from the US Bureau of Labor Statistics). In comparison, North Carolina also has an unemployment rate of 3.7% (Bureau of Labor Statistics, November 2024 Not Seasonally Adjusted Rate) and the United States has an unemployment rate of 4.1% (Bureau of Labor Statistics, November 2024 Not Seasonally Adjusted Rate). Therefore, this project will take place in an area where unemployment is slightly lower than the state level (5.4%) and below the United State unemployment rate by 14.7%.

National Comparison: $(3.5\%/4.1\%) * 100 = 85.3\%$

State Comparison: $(3.5\%/3.7\%) * 100 = 94.6\%$

Per Capita Income for the County

This project will be located in Caldwell County, North Carolina, which has a per capita income of \$30,811 (2019-2023 American Community Survey 5-year estimates). In comparison, North Carolina has a per capita income of \$39,616 and the nation as a whole has a per capita income of \$43,289 (2019-2023 American Community Survey 5-year estimates). Therefore, this project will take place in a County where the per capita income is 22.3% lower than the state level and 28.9% lower than the national level.

State Comparison: $(\$30,811/\$39,616) * 100 = 77.7\%$

Nation Comparison: $(\$30,811/\$43,289) * 100 = 71.1\%$

Rural Area Location

The City of Lenoir Fire Department is located in a rural unincorporated area of Caldwell County, NC.

Decline in Population for the County

Caldwell County, NC experienced a loss in population over the past decade. The population was 83,029 in 2010 (U.S. Census Bureau, 2010 Census of Population and Housing) and 80,652 in 2020 (U.S. Census Bureau, 2020 Census of Population and Housing).

Cushion of Credit Payments

Blue Ridge Energy's Cushion of Credit balance is \$0 as of February 2025.

Initial Grant

This will not be the initial award to Blue Ridge Electric Membership Corporation through the REDLG program.

County Participation

This will not be the first REDLG project financed in Caldwell County.

Business Plan

Attached to this application is the City of Lenoir Fire Department business plan.

Discretionary Points

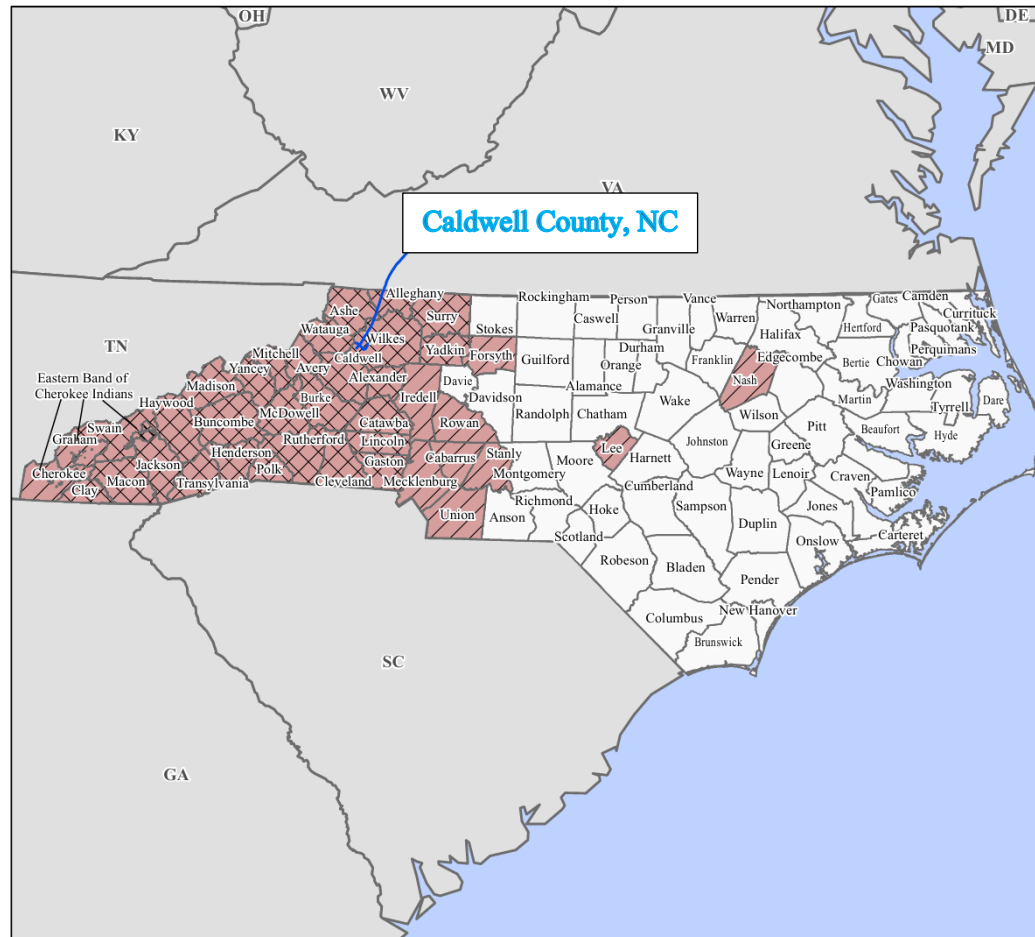
e) This project is consistent with the Rural Development State Office's approved strategic plan and mission area objectives and is identified as a priority area for assistance in the States' plans.

d) On December 18, 2024, the U.S. Homeland Security's Federal Emergency Management Agency announced that federal disaster aid had been made available to the State of North Carolina to supplement state and local recovery efforts in the area affected by Tropical Storm Helene DR-4827-NC during the period of Sep 25, 2024 - Dec 18, 2024. Caldwell County was included in the disaster aid.

FEMA-4827-DR, North Carolina Disaster Declaration as of 12/18/2024



FEMA

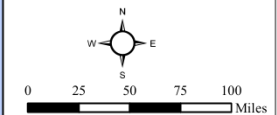


Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of North Carolina.

All areas in the State of North Carolina are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties and Tribal Areas

- No Designation
- Individual Assistance and Public Assistance (Categories A and B)
- Individual Assistance and Public Assistance (Categories A - G)



Data Sources:

FEMA, ESRI;
Initial Declaration: 09/28/2024
Disaster Federal Registry Notice:
Amendment #5: 12/18/2024
Datum: North American 1983
Projection: Lambert Conformal Conic

III. Forms, Certifications, Disclosures and Resolutions

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

03/01/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

00-984-7609

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Blue Ridge Electric Membership Corporation

* b. Employer/Taxpayer Identification Number (EIN/TIN):

56-0160075

* c. Organizational DUNS:

03362689

d. Address:

* Street1:

1216 Blowing Rock Blvd. NE

Street2:

PO Box 112

* City:

Lenoir

County/Parish:

Caldwell

* State:

NC: North Carolina

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

28645

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

Tasha

Middle Name:

* Last Name:

Rountree

Suffix:

Title: Director of Community Relations & Econ. Dev.

Organizational Affiliation:

Blue Ridge Electric Membership Corporation

* Telephone Number:

(828) 759-8994

Fax Number:

(828) 758-2699

* Email:

trountree@blueridgeenergy.com

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:****N: Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:****Department of Agriculture****11. Catalog of Federal Domestic Assistance Number:**

10.854

CFDA Title:

Rural Economic Development Loan & Grant (Grant Application)

*** 12. Funding Opportunity Number:**

XXXXX

* Title:

USDA Rural Utilities Service - Rural Economic Development Loan & Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Lenoir, NC Ladder Truck Purchase Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	NC-05
* b. Program/Project	NC-05
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date:	02/01/2025
* b. End Date:	12/31/2025
18. Estimated Funding (\$):	
* a. Federal	\$1,150,000
* b. Applicant	\$30,000
* c. State	\$0
* d. Local	\$0
* e. Other	\$570,000
* f. Program Income	\$0
* g. TOTAL	\$1,750,000
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	MS.
* First Name:	Tasha
Middle Name:	
* Last Name:	Rountree
Suffix:	
* Title:	Director of Community Relations & Econ. Dev.
* Telephone Number:	(828) 759-8994
Fax Number:	
* Email:	trountree@blueridgeenergy.com
* Signature of Authorized Representative:	Signed by: Tasha Rountree
* Date Signed:	8/6/2025

Instructions for Application for Federal Assistance (SF-424)

This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the federal agency (agency). Required fields on the form are identified with an asterisk (*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Field Name	Information
1.	Type of Submission:	(Required) Select one type of submission in accordance with agency instructions. • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date.
2.	Type of Application:	(Required) Select one type of application in accordance with agency instructions. • New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received:	Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier:	Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.
5a.	Federal Entity Identifier:	Enter the number assigned to your organization by the federal agency, if any.
5b.	Federal Award Identifier:	For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.
6.	Date Received by State:	Leave this field blank. This date will be assigned by the state, if applicable.
7.	State Application Identifier:	Leave this field blank. This identifier will be assigned by the state, if applicable.
8.	Applicant Information:	Enter the following in accordance with agency instructions:
	a. Legal Name:	(Required) Enter the legal name of applicant that will undertake the assistance activity. This is the organization that has registered with the Central Contractor Registry (CCR). Information on registering with CCR may be obtained by visiting www.Grants.gov .
	b. Employer/Taxpayer Number (EIN/TIN):	(Required) Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.
	c. Organizational DUNS:	(Required) Enter the organization's DUNS or DUNS+4 number received from

		Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting www.Grants.gov .
	d. Address:	Enter address: Street 1 (Required); city (Required); County/Parish, State (Required if country is US), Province, Country (Required), 9-digit zip/postal code (Required if country US).
	e. Organizational Unit:	Enter the name of the primary organizational unit, department or division that will undertake the assistance activity.
	f. Name and contact information of person to be contacted on matters involving this application:	Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify)
10.	Name Of Federal Agency:	(Required) Enter the name of the federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title:	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title:	(Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title:	Enter the competition identification number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project:	This data element is intended for use only by programs for which the area(s) affected are likely to be different than the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project:	(Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
16.	Congressional Districts Of:	15a. (Required) Enter the applicant's congressional district. 15b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters state abbreviation - 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12 district, NC-103 for North Carolina's 103 district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If

		nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.
17.	Proposed Project Start and End Dates:	(Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding:	(Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process?	(Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt?	(Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but, may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.
21.	Authorized Representative:	To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USDA Rural Econom	10.854	\$	\$	\$ 1,000,000.00	\$	\$ 1,000,000.00
2. RED Grant				150,000.00		150,000.00
3. Blue Ridge Electric M					30,000.00	30,000.00
4. City of Lenoir, NC					570,000.00	570,000.00
5. Totals		\$ 0.00	\$ 0.00	\$ 1,150,000.00	\$ 600,000.00	\$ 1,750,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) RED Loan and Grant	(2) Blue Ridge Electric Me	(3) City of Lenoir, NC	(4) City of Lenoir, NC		
a. Personnel	\$	\$	\$	\$	\$ 0.00	
b. Fringe Benefits					0.00	
c. Travel					0.00	
d. Equipment	1,150,000.00	30,000.00	570,000.00		1,750,000.00	
e. Supplies					0.00	
f. Contractual					0.00	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charges (sum of 6a-6h)	1,150,000.00	30,000.00	570,000.00	0.00	1,750,000.00	
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$ 1,150,000.00	\$ 30,000.00	\$ 570,000.00	\$ 0.00	\$ 1,750,000.00	
7. Program Income	\$ 0	\$ 0	\$ 0	\$	\$ 0.00	

Authorized for Local Reproduction

Previous Edition Usable

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Blue Ridge Electric Membership Corporation	\$ 30,000.00	\$	\$	\$ 30,000.00
9. City of Lenoir, NC			570,000.00	570,000.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$ 30,000.00	\$ 0.00	\$ 570,000.00	\$ 600,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 1,150,000.00	\$ 1,150,000.00	\$	\$	\$
14. Non-Federal	600,000.00	600,000.00			
15. TOTAL (sum of lines 13 and 14)	\$ 1,750,000.00	\$ 1,750,000.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Blue Ridge Electric Membership Corporation	\$ 0.00	\$	\$	\$
17. City of Lenoir, NC	0.00			
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: \$1,600,000	22. Indirect Charges: \$0
23. Remarks: Blue Ridge Electric Membership Corporation will provide \$30,000 in match funding. The City of Lenoir will provide \$570,000.	

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

Blue Ridge Electric Membership Corporation

February 27, 2025

Resolution

Petition of Blue Ridge Electric Membership Corporation to the North Carolina Rural Electrification Authority Regarding a USDA REDLG Application for City of Lenoir

WHEREAS, Blue Ridge Electric Membership Corporation (EMC) is committed to enhancing economic activity, assisting with community development, and improving the quality of life in rural areas by assisting projects that benefit the community; and

WHEREAS, the US Department of Agriculture's Rural Development recognizes the importance of rural development and has provided financial assistance to Rural Utility Service borrowers by establishing the Rural Economic Development Loan and Grant (REDLG) program, and encourages those borrowers to play an active role in the economic revitalization of rural communities; and

WHEREAS, Blue Ridge EMC has determined the quality of life and economic vitality of the local community would be greatly improved by the proposed project, and

WHEREAS, in order to continue fire and life safety response to its citizens and visitors, City of Lenoir requests assistance with the purchase of a new 100-foot ladder truck.

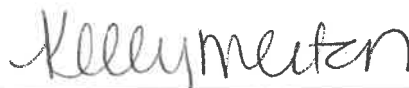
NOW, THEREFORE, BE IT RESOLVED that Blue Ridge EMC does hereby request a rural economic development loan and grant in the amount of \$1,000,000 and \$150,000, respectively, from the USDA REDLG program to be used with \$100,000 of fire department reserve funds. As stipulated by the REDLG program, Blue Ridge EMC will provide a twenty percent match for the grant portion (\$30,000) to its Revolving Loan Fund; and

NOW, THEREFORE, BE IT RESOLVED that Blue Ridge EMC does hereby request the approval of the North Carolina Rural Electrification Authority to make an application to the United States Department of Agriculture for a \$1,000,000 rural economic development loan, and a \$150,000 rural economic development grant from the REDLG program; and

BE IT FURTHER RESOLVED that the Executive Vice President and Chief Executive Officer of Blue Ridge EMC be empowered and authorized to requisition the USDA funds under the program; and

BE IT FURTHER RESOLVED that the appropriate officers of Blue Ridge EMC be authorized and directed to prepare and execute the necessary documents and certifications in order to carry out the intent of this resolution.

I certify the above and foregoing is a true copy of this resolution unanimously adopted by the Blue Ridge Electric Membership Corporation Board of Directors, in Lenoir, North Carolina, in regular session assembled on Thursday, February 27, 2025.



Secretary-Treasurer

RD Instruction 4280-A
Guide 13
Page 1

Assurances Statement

ASSURANCES REQUIRED BY 49 CFR & 24.4(A)
(54 FED.REG.8931)

The assures that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 42 U.S.C. 4601-4655, and with implementing Federal regulations in 49 CFR Part 24 and 7 CFR Part 21.

Specifically, the City of Lenoir, NC
assures that:

Whenever Federal financial assistance is used to pay for any part of the cost of a program or project which will result in the displacement of any person:

- (a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons in accordance with sections 202, 203, and 204 of the Uniform Act,
- (b) Relocation assistance programs offering the services described in section 205 of the Uniform Act shall be provided to displaced persons, and
- (c) Within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with section 205(c)(3) of the Uniform Act.



Signature of President or Authorized Official of Ultimate Recipient

3/3/2025
Date

oOo

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME City of Lenoir, NC	PR/AWARD NUMBER OR PROJECT NAME New Ladder Fire Truck Purchase Project
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Scott Hildebran, City Manager	
SIGNATURE 	DATE 3/3/2025

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

602 Harper Ave, Lenoir, NC 28645 – Caldwell County

Check ☐ if there are workplaces on file that are not identified here.

Organization Name

City of Lenoir, NC

Award Number or Project Name

New Ladder Fire Truck Purchase Project

Name and Title of Authorized Representative

Scott Hildebran, City Manager

Signature



Date

3/3/2025

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification of Financial Review

March 6, 2025

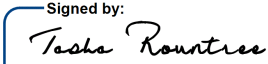
Bruce Pleasant, Business Programs Director
USDA, Rural Development
4405 Bland Road, Suite 260
Raleigh, NC 27609

RE: \$1,000,000 RED Loan – City of Lenoir, NC Ladder Fire Truck Purchase Project

Dear Mr. Pleasant:

Blue Ridge Electric Membership Corporation has evaluated the City of Lenoir, NC Ladder Fire Truck Purchase project. The results of our credit evaluation indicate the applicant is creditworthy, the borrower demonstrates repayment capacity, and the loan is adequately secured by collateral after appropriate discounts to value. The request is consistent with our Revolving Loan Fund Plan.

Blue Ridge Electric Membership Corporation

Signed by:

By:  8DE65BC21DEB48E

Tasha Rountree, Director of Community Relations & Economic Development

Position 3

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The **Blue Ridge Electric Membership Corporation**

(name of recipient)

P. O. Box 112, Lenoir, North Carolina

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient’s receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Blue Ridge Electric Membership Corporation on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Signed by:
Tasha Rountree
8DE66BC24DEB48F...

Tasha Rountree
3/6/2025
Date

Attest: _____

Title

Director of Community Relations & Economic Development

Title

RD Instruction 1940-Q

PART 1940 - GENERAL

Subpart Q - Restrictions on Lobbying

§1940.801 Purpose.

This subpart implements section 319 of Public Law 101-121, which prohibits applicants and recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Federal Government in connection with a specific award. Section 319 also requires that each person who requests or receives a Federal contract, grant, loan, or a Federal commitment to guarantee a loan, must disclose the expenditure of any funds, other than appropriated funds, for lobbying activities. This subpart provides administrative guidance regarding the information contained in U.S. Department of Agriculture's (USDA) 7 CFR part 3018 and Departmental Regulation (DR) 2400-5, which are attached as Exhibits A and B of this subpart. This subpart is inapplicable to Farm Service Agency, Farm Loan Programs. (Revised 01-09-08, PN 417.)

§1940.802 [Reserved] (Revised 07-31-96, PN 264.)

§1940.803 Definitions.

In addition to the following, refer to the definitions in §3018.105 of Exhibit A of this subpart.

Appropriated funds. Federal funds received from any Federal agency for a purpose or purposes authorized by such agency.

Communication. Includes written, oral, electronic or other means of communications.

Receiving office. The State, District, or County Office that is the primary office responsible for processing an application.

§§1940.804 - 1940.809 [Reserved]

DISTRIBUTION: WSALLoan and Grant Making
General

1
(Revision 2)

(08-21-91) PN 171

RD Instruction 1940-Q

§1940.810 Certification for contracts, grants and loans.

- (a) The Certification for Contracts, Grants and Loans, contained in Exhibit A-1 of this subpart, must be completed at the time an application or bid proposal is submitted by a person requesting a contract or grant exceeding \$100,000, or a loan exceeding \$150,000.
- (b) Any person who requests or receives a contract, subcontract or subgrant exceeding \$100,000 at any tier under a covered contract, grant or loan, must complete and submit a certification to the next higher tier.
- (c) The certification completed by a person referred to in paragraph (a) of this section will be collected by the receiving office and filed in the case folder.
- (d) Recipients of contracts, grants or loans, or their subs, who receive certifications from lower tier applicants or recipients shall file the certifications with documents related to the subaward, and shall make them available for Agency examination upon request.
- (e) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.811 Statement for loan guarantees.

- (a) The Statement for Loan Guarantees, contained in Exhibit A-2 of this subpart, must be completed by the lender at the time an application is filed for each loan exceeding \$150,000.
- (b) The statement will be collected by the receiving office and filed in the case folder.
- (c) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.812 Disclosure of lobbying activities.

- (a) Standard Form (SF) LLL, "Disclosure of Lobbying Activities," which is part of Exhibit A of this subpart, must be completed by a person requesting or receiving a Agency contract, grant, loan, or a Agency commitment to guarantee a loan, and who meets the following conditions:
 - (1) the award amount exceeds the threshold stated in §1940.810(a) or §1940.811(a) of this subpart; and

§1940.812 (a) (Con.)

RD Instruction 1940-Q

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(b) SF-LLL must also be completed by any person who requests or receives a contract, subcontract or subgrant at any tier under a covered contract, grant or loan, and who meets the following conditions:

(1) the award amount exceeds \$100,000; and

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(c) Each person who meets all conditions of paragraph (a) or (b) of this section will submit a disclosure form at the time of the application or bid proposal, and, at the end of each calendar quarter in which there occurs an event as specified in §3018.110 (c) of Exhibit A of this subpart.

(d) All disclosure forms, including quarterly updates, will be collected in the receiving office. The forms completed by persons under paragraph (a) of this section will be submitted directly to the receiving office. Forms completed by persons under paragraph (b) of this section will be submitted to the next higher tier. They will then be forwarded from tier to tier until they reach the receiving office. The original completed form will be retained in the case folder. One copy will be forwarded to the State Director, and a second copy will be sent immediately to the following address:

USDA, Office of Operations
Procurement Division
Policy and Review Team
14th and Independence Ave., S.W.
Room 1575-S
Washington, D.C. 20250

(e) The information provided on this form cannot be used by Rural Development as a basis for denying Federal assistance.

(f) Refer to Exhibit B of this subpart for additional information.

§§1940.813 - 1940.819 [Reserved]

RD Instruction 1940-Q

§1940.820 Exceptions.

(a) The prohibition on the use of appropriated funds and disclosure requirements governing the use of funds, other than appropriated funds, do not apply to certain activities. These activities are described in Subparts B and C of Exhibit A of this subpart.

(b) Section 319 of P.L. 101-121 imposes no restrictions on the use of any funds for general lobbying; i.e., attempts to influence Congress or the Executive Branch with respect to a program, rather than a specific award. Such general lobbying need not be disclosed on SF LLL. However, Section 319 does not authorize lobbying otherwise restricted or prohibited by law.

§1940.821 Examples.

Several examples of activities addressed by this Instruction are contained in Exhibit C of this subpart. They are to be used for guidance purposes only.

§§1940.822 - 1940.839 [Reserved]

§1940.840 Penalties and enforcement.

(a) Failure to comply with the provisions of this subpart may result in civil penalties, as described in §3018.400 of Exhibit A of this subpart.

(b) The Under Secretary, Rural Development, shall take such actions as are necessary to ensure that the provisions in Section 319 of P.L. 101-121 are vigorously implemented and enforced.

§§1940.841 - 1940.850 [Reserved]

Attachments: Exhibits A, A-1, A-2, B, and C

oOo

1940-Q Exhibit A not automated please see manual

RD Instruction 1940-Q
Exhibit A-1

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

Signed by: Tasha Rountree 3/6/2025
_Tasha Rountree (name) 8DE65BC21DEB48F... (date)

_Director of Community Relations & Econ. Dev. _____
(title)

oOo

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated March 5, 2025 between
Blue Ridge Electric Membership Corporation

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - 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.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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

- (a) The contractor will 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 by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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 USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Blue Ridge Electric Membership Corp.

Name of Corporate Recipient

Attest:

Kate M. Wood

By

[Signature]

President

450

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0032. The time required to complete this information collection is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION	BORROWER DESIGNATION NC0023
	PERIOD ENDED December 2023
	BORROWER NAME Blue Ridge Electric Membership Corporation

INSTRUCTIONS - See help in the online application.

This information is analyzed and used to determine the submitter's financial situation and feasibility for loans and guarantees. You are required by contract and applicable regulations to provide the information. The information provided is subject to the Freedom of Information Act (5 U.S.C. 552)

CERTIFICATION

We recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Section 1001.

We hereby certify that the entries in this report are in accordance with the accounts and other records of the system and reflect the status of the system to the best of our knowledge and belief.

ALL INSURANCE REQUIRED BY PART 1788 OF 7 CFR CHAPTER XVII, RUS, WAS IN FORCE DURING THE REPORTING PERIOD AND RENEWALS HAVE BEEN OBTAINED FOR ALL POLICIES DURING THE PERIOD COVERED BY THIS REPORT PURSUANT TO PART 1718 OF 7 CFR CHAPTER XVII

(check one of the following)

☒ All of the obligations under the RUS loan documents have been fulfilled in all material respects.

☐ There has been a default in the fulfillment of the obligations under the RUS loan documents. Said default(s) is/are specifically described in Part D of this report.


 3/24/22
 DATE

PART A. STATEMENT OF OPERATIONS

ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR (a)	THIS YEAR (b)	BUDGET (c)	
1. Operating Revenue and Patronage Capital	142,228,316	148,943,946	155,035,688	16,023,061
2. Power Production Expense				
3. Cost of Purchased Power	68,455,460	74,746,638	75,226,000	11,396,705
4. Transmission Expense	829,813	1,132,013	1,283,270	56,308
5. Regional Market Expense				
6. Distribution Expense - Operation	3,204,138	3,519,431	3,597,955	290,454
7. Distribution Expense - Maintenance	11,569,036	14,655,466	14,614,791	2,188,466
8. Customer Accounts Expense	3,318,501	3,685,105	3,930,873	305,221
9. Customer Service and Informational Expense	2,183,962	2,201,542	2,256,342	151,892
10. Sales Expense	2,415,728	2,585,972	2,715,662	239,397
11. Administrative and General Expense	13,945,586	14,674,655	14,441,640	2,502,479
12. Total Operation & Maintenance Expense (2 thru 11)	105,922,224	117,200,822	118,066,533	17,130,922
13. Depreciation and Amortization Expense	17,801,315	18,331,582	18,743,028	1,510,490
14. Tax Expense - Property & Gross Receipts	1,866,425	1,885,722	1,912,500	108,015
15. Tax Expense - Other	135,915	78,000	60,000	0
16. Interest on Long-Term Debt	8,299,147	8,487,240	8,655,174	682,327
17. Interest Charged to Construction - Credit	(349,622)	(504,064)	(571,623)	(47,983)
18. Interest Expense - Other	11,698	11,782	11,664	987
19. Other Deductions				
20. Total Cost of Electric Service (12 thru 19)	133,687,102	145,491,084	146,877,276	19,384,758
21. Patronage Capital & Operating Margins (1 minus 20)	8,541,214	3,452,862	8,158,412	(3,361,697)
22. Non Operating Margins - Interest	336,317	997,087	520,362	76,109
23. Allowance for Funds Used During Construction				
24. Income (Loss) from Equity Investments	2,433,021	3,014,016	745,329	817,404
25. Non Operating Margins - Other	99,307	1,817,449	457,476	(2,562,633)
26. Generation and Transmission Capital Credits	82,827	85,749	100,000	90,000
27. Other Capital Credits and Patronage Dividends	1,352,789	1,533,678	1,171,842	1,147,284
28. Extraordinary Items				
29. Patronage Capital or Margins (21 thru 28)	12,845,475	10,900,841	11,153,421	(3,793,533)

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE			BORROWER DESIGNATION NC0023		
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION			PERIOD ENDED December 2023		
INSTRUCTIONS - See help in the online application.					
PART B. DATA ON TRANSMISSION AND DISTRIBUTION PLANT					
ITEM	YEAR-TO-DATE		ITEM	YEAR-TO-DATE	
	LAST YEAR (a)	THIS YEAR (b)		LAST YEAR (a)	THIS YEAR (b)
1. New Services Connected	1,324	1,349	5. Miles Transmission	298.83	298.83
2. Services Retired	515	273	6. Miles Distribution – Overhead	5,267.97	5,271.53
3. Total Services in Place	81,180	82,162	7. Miles Distribution - Underground	2,989.24	3,046.59
4. Idle Services (Exclude Seasonals)	1,649	1,696	8. Total Miles Energized (5 + 6 + 7)	8,556.04	8,616.95
PART C. BALANCE SHEET					
ASSETS AND OTHER DEBITS			LIABILITIES AND OTHER CREDITS		
1. Total Utility Plant in Service	605,716,924		30. Memberships	79,804	
2. Construction Work in Progress	15,832,798		31. Patronage Capital	181,786,287	
3. Total Utility Plant (1 + 2)	621,549,722		32. Operating Margins - Prior Years	0	
4. Accum. Provision for Depreciation and Amort.	222,563,600		33. Operating Margins - Current Year	5,072,289	
5. Net Utility Plant (3 - 4)	398,986,122		34. Non-Operating Margins	5,828,552	
6. Non-Utility Property (Net)	0		35. Other Margins and Equities	7,947,449	
7. Investments in Subsidiary Companies	25,777,039		36. Total Margins & Equities (30 thru 35)	200,714,381	
8. Invest. in Assoc. Org. - Patronage Capital	12,669,417		37. Long-Term Debt - RUS (Net)	0	
9. Invest. in Assoc. Org. - Other - General Funds	584,968		38. Long-Term Debt - FFB - RUS Guaranteed	124,305,001	
10. Invest. in Assoc. Org. - Other - Nongeneral Funds	2,140,510		39. Long-Term Debt - Other - RUS Guaranteed	0	
11. Investments in Economic Development Projects	0		40. Long-Term Debt Other (Net)	104,412,601	
12. Other Investments	649,182		41. Long-Term Debt - RUS - Econ. Devel. (Net)	6,959,968	
13. Special Funds	3,155,634		42. Payments – Unapplied	0	
14. Total Other Property & Investments (6 thru 13)	44,976,750		43. Total Long-Term Debt (37 thru 41 - 42)	235,677,570	
15. Cash - General Funds	2,741,931		44. Obligations Under Capital Leases - Noncurrent	0	
16. Cash - Construction Funds - Trustee	0		45. Accumulated Operating Provisions and Asset Retirement Obligations	7,853,626	
17. Special Deposits	0		46. Total Other Noncurrent Liabilities (44 + 45)	7,853,626	
18. Temporary Investments	5,249,572		47. Notes Payable	0	
19. Notes Receivable (Net)	6,848,368		48. Accounts Payable	12,087,018	
20. Accounts Receivable - Sales of Energy (Net)	9,304,890		49. Consumers Deposits	1,871,138	
21. Accounts Receivable - Other (Net)	4,330,415		50. Current Maturities Long-Term Debt	13,799,421	
22. Renewable Energy Credits	0		51. Current Maturities Long-Term Debt - Economic Development	0	
23. Materials and Supplies - Electric & Other	8,453,301		52. Current Maturities Capital Leases	0	
24. Prepayments	1,602,706		53. Other Current and Accrued Liabilities	12,797,710	
25. Other Current and Accrued Assets	8,032,893		54. Total Current & Accrued Liabilities (47 thru 53)	40,555,287	
26. Total Current and Accrued Assets (15 thru 25)	46,564,076		55. Regulatory Liabilities	0	
27. Regulatory Assets	2,741,000		56. Other Deferred Credits	9,069,707	
28. Other Deferred Debits	602,623		57. Total Liabilities and Other Credits (36 + 43 + 46 + 54 thru 56)	493,870,571	
29. Total Assets and Other Debits (5+14+26 thru 28)	493,870,571				

ASSETS AND OTHER DEBITS**Patronage Capital**

NCEMC	\$4,345,849
COBANK	4,778,724
TEMA	2,898,237
NRUCFC	544,556
MERIDIAN	91,307
NRTC	<u>10,744</u>
Total Inv. In Assoc. Org.-Pat. Capital	\$12,669,417

Subscription to CTC/NRUCFC	\$2,140,510
-----------------------------------	--------------------

Other Current and Accrued Assets

Unbilled Revenue	\$8,000,982
Accrued Interest and Dividends	<u>31,911</u>
Total- Other Curr. And Accrued Assets	\$8,032,893

Regulatory Assets

WPCA	<u>2,741,000</u>
Total-Regulatory Assets	\$2,741,000

Other Deferred Debits

Preliminary Survey Charges	<u>602,622</u>
Total-Other Deferred Charges	\$602,622

LIABILITIES AND OTHER CREDITS**Accounts Payable**

December Power Cost	\$6,445,889
Misc. A/P	<u>5,641,129</u>
Total-Accounts Payable	\$12,087,018

Other Current and Accrued Liabilities

Accrued Vacation	\$1,577,827
Accrued Payroll	442,665
FAS ASC 715 Liab- Current	678,205
Sales Tax	519,882
Accrued Interest	405,056
Other Miscellaneous	<u>9,174,076</u>

Total-Other Current and Accrued Liabilities	\$12,797,710
--	---------------------

Deferred Credits

Deferred Cr.- IRU Revenue	\$3,112,768
Other Deferred Credits	1,938,282
Ref. Consumer Deposits	3,563,620
NC Escheats	<u>455,038</u>
Total Deferred Credits	\$9,069,707

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION				BORROWER DESIGNATION NC0023 PERIOD ENDED December 2023			
INSTRUCTIONS - See help in the online application.							
PART E. CHANGES IN UTILITY PLANT							
PLANT ITEM	BALANCE BEGINNING OF YEAR (a)	ADDITIONS (b)	RETIREMENTS (c)	ADJUSTMENTS AND TRANSFERS (d)	BALANCE END OF YEAR (e)		
1. Distribution Plant	380,865,939	18,007,819	5,409,358	(15,793)	393,448,607		
2. General Plant	31,712,215	3,218,397	2,752,399	(111,138)	32,067,075		
3. Headquarters Plant	53,078,511	6,805,092	37,027		59,846,576		
4. Intangibles	0				0		
5. Transmission Plant	120,089,765	339,194	75,158	865	120,354,666		
6. Regional Transmission and Market Operation Plant							
7. All Other Utility Plant	0				0		
8. Total Utility Plant in Service (1 thru 7)	585,746,430	28,370,502	8,273,942	(126,066)	605,716,924		
9. Construction Work in Progress	15,001,307	831,491			15,832,798		
10. Total Utility Plant (8 + 9)	600,747,737	29,201,993	8,273,942	(126,066)	621,549,722		
PART F. MATERIALS AND SUPPLIES							
ITEM	BALANCE BEGINNING OF YEAR (a)	PURCHASED (b)	SALVAGED (c)	USED (NET) (d)	SOLD (e)	ADJUSTMENT (f)	BALANCE END OF YEAR (g)
1. Electric	6,007,400	10,245,417	931,464	9,030,395	4,104	244,443	8,394,225
2. Other	59,767	231			923		59,075
PART G. SERVICE INTERRUPTIONS							
ITEM	AVERAGE MINUTES PER CONSUMER BY CAUSE				TOTAL		
	POWER SUPPLIER (a)	MAJOR EVENT (b)	PLANNED (c)	ALL OTHER (d)	(e)		
1. Present Year	5.350	11.460	3.640	60.470	80.920		
2. Five-Year Average	7.450	29.210	3.640	59.290	99.590		
PART H. EMPLOYEE-HOUR AND PAYROLL STATISTICS							
1. Number of Full Time Employees	184	4. Payroll - Expensed	14,952,591				
2. Employee - Hours Worked - Regular Time	371,074	5. Payroll - Capitalized	5,111,400				
3. Employee - Hours Worked - Overtime	18,912	6. Payroll - Other					
PART I. PATRONAGE CAPITAL							
ITEM	DESCRIPTION	THIS YEAR (a)	CUMULATIVE (b)				
1. Capital Credits - Distributions	a. General Retirements	4,805,208	66,844,945				
	b. Special Retirements	2,193,858	34,096,229				
	c. Total Retirements (a + b)	6,999,066	100,941,174				
2. Capital Credits - Received	a. Cash Received From Retirement of Patronage Capital by Suppliers of Electric Power						
	b. Cash Received From Retirement of Patronage Capital by Lenders for Credit Extended to the Electric System	609,041					
	c. Total Cash Received (a + b)	609,041					
PART J. DUE FROM CONSUMERS FOR ELECTRIC SERVICE							
1. Amount Due Over 60 Days	\$ 114,055	2. Amount Written Off During Year	\$ 50,519				
ENERGY EFFICIENCY AND CONSERVATION LOAN PROGRAM							
1. Anticipated Loan Delinquency %		4. Anticipated Loan Default %					
2. Actual Loan Delinquency %		5. Actual Loan Default %					
3. Total Loan Delinquency Dollars YTD	\$	6. Total Loan Default Dollars YTD	\$				

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE					BORROWER DESIGNATION				
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION					NC0023				
INSTRUCTIONS - See help in the online application					PERIOD ENDED December 2023				
PART K. kWh PURCHASED AND TOTAL COST									
No	ITEM	SUPPLIER CODE	RENEWABLE ENERGY PROGRAM NAME	RENEWABLE FUEL TYPE	kWh PURCHASED	TOTAL COST	AVERAGE COST (Cents/kWh)	INCLUDED IN TOTAL COST - FUEL COST ADJUSTMENT	INCLUDED IN TOTAL COST - WHEELING AND OTHER CHARGES
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	North Carolina El Member Corp (NC0067)	13683			279,984,000	12,929,838	4.62		
2	Southeastern Power Admin	29304			14,411,354	620,277	4.30		
3	*Miscellaneous	700000				(9,694,297)			
4	Duke Energy Corporation	5416			806,227,352	64,787,252	8.04		
5	*Miscellaneous	700000			607,820	74,166	12.20		
6	*Miscellaneous	700000			21,419,827	1,132,038	5.29		
7	Duke Energy Corporation	5416				4,866,423			
8	*Miscellaneous	700000			618,843	30,942	5.00		
	Total				1,123,269,196	74,746,639	6.65		

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION		BORROWER DESIGNATION NC0023
INSTRUCTIONS - See help in the online application		PERIOD ENDED December 2023
PART K. kWh PURCHASED AND TOTAL COST		
No	Comments	
1		
2		
3		
4		
5		
6		
7		
8		

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION		BORROWER DESIGNATION NC0023	
INSTRUCTIONS - See help in the online application.		PERIOD ENDED December 2023	
PART L. LONG-TERM LEASES			
No	NAME OF LESSOR (a)	TYPE OF PROPERTY (b)	RENTAL THIS YEAR (c)
	TOTAL		

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION NC0023	
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION		PERIOD ENDED December 2023	
INSTRUCTIONS - See help in the online application.			
PART M. ANNUAL MEETING AND BOARD DATA			
1. Date of Last Annual Meeting 6/22/2023	2. Total Number of Members 61,991	3. Number of Members Present at Meeting 0	4. Was Quorum Present? Y
5. Number of Members Voting by Proxy or Mail 5,769	6. Total Number of Board Members 12	7. Total Amount of Fees and Expenses for Board Members \$ 632,072	8. Does Manager Have Written Contract? Y

RUS Financial and Operating Report Electric Distribution

Revision Date 2014

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION			BORROWER DESIGNATION NC0023		
INSTRUCTIONS - See help in the online application.			PERIOD ENDED December 2023		
PART N. LONG-TERM DEBT AND DEBT SERVICE REQUIREMENTS					
No	ITEM	BALANCE END OF YEAR (a)	INTEREST (Billed This Year) (b)	PRINCIPAL (Billed This Year) (c)	TOTAL (Billed This Year) (d)
1	Rural Utilities Service (Excludes RUS - Economic Development Loans)				
2	National Rural Utilities Cooperative Finance Corporation	17,885,376	894,296	515,544	1,409,840
3	CoBank, ACB	86,527,225	3,767,140	9,993,075	13,760,215
4	Federal Financing Bank	124,305,001	3,827,610	2,868,159	6,695,769
5	RUS - Economic Development Loans	6,959,968			
6	Payments Unapplied				
7	Principal Payments Received from Ultimate Recipients of IRP Loans				
8	Principal Payments Received from Ultimate Recipients of REDL Loans			481,950	
9	Principal Payments Received from Ultimate Recipients of EE Loans				
	TOTAL	235,677,570	8,489,046	13,376,778	21,865,824

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION NC0023		
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION		PERIOD ENDED December 2023		
INSTRUCTIONS - See help in the online application.				
PART O. POWER REQUIREMENTS DATABASE - ANNUAL SUMMARY				
CLASSIFICATION	CONSUMER SALES & REVENUE DATA	DECEMBER (a)	AVERAGE NO. CONSUMERS SERVED (b)	TOTAL YEAR TO DATE (c)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	63,900	63,611	
	b. kWh Sold			666,023,366
	c. Revenue			96,747,560
2. Residential Sales - Seasonal	a. No. Consumers Served	7,760	7,605	
	b. kWh Sold			54,237,104
	c. Revenue			8,872,379
3. Irrigation Sales	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	8,763	8,723	
	b. kWh Sold			254,798,008
	c. Revenue			31,462,832
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	7	7	
	b. kWh Sold			77,713,946
	c. Revenue			6,459,853
6. Public Street & Highway Lighting	a. No. Consumers Served	36	36	
	b. kWh Sold			2,618,766
	c. Revenue			324,982
7. Other Sales to Public Authorities	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
8. Sales for Resale - RUS Borrowers	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
9. Sales for Resale - Other	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
10. Total No. of Consumers (lines 1a thru 9a)		80,466	79,982	
11. Total kWh Sold (lines 1b thru 9b)				1,055,391,190
12. Total Revenue Received From Sales of Electric Energy (lines 1c thru 9c)				143,867,606
13. Transmission Revenue				
14. Other Electric Revenue				5,076,340
15. kWh - Own Use				2,719,457
16. Total kWh Purchased				1,123,269,176
17. Total kWh Generated				0
18. Cost of Purchases and Generation				75,878,651
19. Interchange - kWh - Net				
20. Peak - Sum All kW Input (Metered) Non-coincident ☐ Coincident ☒				265,244

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION			BORROWER DESIGNATION NC0023			
INSTRUCTIONS - See help in the online application.			PERIOD ENDED December 2023			
PART P. ENERGY EFFICIENCY PROGRAMS						
CLASSIFICATION	ADDED THIS YEAR			TOTAL TO DATE		
	No. of Consumers (a)	Amount Invested (b)	Estimated MMBTU Savings (c)	No. of Consumers (d)	Amount Invested (e)	Estimated MMBTU Savings (f)
1. Residential Sales (excluding seasonal)	178	19,825	369	1,369	327,292	2,635
2. Residential Sales - Seasonal						
3. Irrigation Sales						
4. Comm. and Ind. 1000 KVA or Less						
5. Comm. and Ind. Over 1000 KVA						
6. Public Street and Highway Lighting						
7. Other Sales to Public Authorities						
8. Sales for Resale – RUS Borrowers						
9. Sales for Resale – Other						
10. Total	178	19,825	369	1,369	327,292	2,635

RUS Financial and Operating Report Electric Distribution

Revision Date 2014

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION NC0023			
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION INVESTMENTS, LOAN GUARANTEES AND LOANS		PERIOD ENDED December 2023			

INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.

PART Q. SECTION I. INVESTMENTS (See Instructions for definitions of Income or Loss)					
No	DESCRIPTION (a)	INCLUDED (\$) (b)	EXCLUDED (\$) (c)	INCOME OR LOSS (\$) (d)	RURAL DEVELOPMENT (e)
2	Investments in Associated Organizations				
	NRUCFC Patronage Capital		544,556		
	TEMA Patronage Capital	2,898,237			
	NCEMC Patronage Capital		4,345,849		
	Other Investments	84,968			
	NRTC Patronage Capital	10,744			
	Meridian Patronage Capital	91,307			
	Inv. in Blue Ridge Energies, LLC	22,488,064		2,568,870	
	Inv. in RidgeLink, LLC	3,288,975		444,780	
	CFC Member Capital Securities		500,000		
	CoBank Patronage Capital		4,778,724		
	Investment in CTCs		2,140,510		
	Totals	28,862,295	12,309,639	3,013,650	
4	Other Investments				
	Investment- Federated Ins	630,190			
	CRC Patronage	8,992			
	Inv. in CRC	10,000			
	Totals	649,182			
5	Special Funds				
	Blue Ridge Energy Members Foundation	102,393			
	Cash-Economic Development Revolving Loan Fund	1,114,959			X
	Deferred Compensation		1,938,282		
	Totals	1,217,352	1,938,282		
6	Cash - General				
	Cash-Working Funds		12,000		
	Cash-First Citizens	2,479,931	250,000		
	Totals	2,479,931	262,000		
8	Temporary Investments				
	Temporary Investments-First Citizens	924,733			
	CFC Daily Fund	4,324,839			
	Totals	5,249,572			
9	Accounts and Notes Receivable - NET				
	ATC Loans		117		
	EE Loans	2,041			
	Little River Fire Department		153,550		X
	Piney Creek Fire Department		290,780		X
	Wilbar Fire Department		174,000		X
	Beaver Dam Fire Department		260,400		X
	Warrensville Fire Department		260,370		X
	Laurel Springs Fire Department		126,518		X
	UNC Health Robin's Nest		702,000		X
	Little River Fire Department		76,190		X
	City of Lenoir		583,579		X
	Alleghany Library		86,848		X
	Deep Gap Fire Department		168,333		X
	Ashe Memorial Hospital		345,000		X
	Ashe Industrial Park		1,088,000		X
	Piney Creek Fire Department		50,714		X
	Adhezion Bio Medical		495,798		X
	Collettsville Fire Department		592,857		X

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION NC0023		
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION INVESTMENTS, LOAN GUARANTEES AND LOANS		PERIOD ENDED December 2023		
INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.				
PART Q. SECTION I. INVESTMENTS (See Instructions for definitions of Income or Loss)				
	Gamewell Fire Department		38,146	X
	New River Fire Department		51,400	X
	Oak Hill Development Corp		330,000	X
	Patterson Fire Department		190,476	X
	Fleetwood Fire Department		781,250	X
	Other Accounts Receivable		4,330,415	
	Totals	2,041	11,176,741	
11	TOTAL INVESTMENTS (1 thru 10)	38,460,373	25,686,662	3,013,650

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION NC0023			
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION INVESTMENTS, LOAN GUARANTEES AND LOANS		PERIOD ENDED December 2023			
INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.					
PART Q. SECTION II. LOAN GUARANTEES					
No	ORGANIZATION (a)	MATURITY DATE (b)	ORIGINAL AMOUNT (\$) (c)	LOAN BALANCE (\$) (d)	RURAL DEVELOPMENT (e)
	TOTAL				
	TOTAL (Included Loan Guarantees Only)				

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION NC0023			
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION INVESTMENTS, LOAN GUARANTEES AND LOANS		PERIOD ENDED December 2023			
INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.					
SECTION III. RATIO					
RATIO OF INVESTMENTS AND LOAN GUARANTEES TO UTILITY PLANT [Total of Included Investments (Section I, 11b) and Loan Guarantees - Loan Balance (Section II, 5d) to Total Utility Plant (Line 3, Part C) of this report]					6.19 %
SECTION IV. LOANS					
No	ORGANIZATION (a)	MATURITY DATE (b)	ORIGINAL AMOUNT (\$) (c)	LOAN BALANCE (\$) (d)	RURAL DEVELOPMENT (e)
	TOTAL				

SAMPLE DATA COLLECTION FORM

Guide for Racial/Ethnicity and Gender Data Collection – Ultimate Recipients

City of Lenoir, North Carolina
March 3, 2025

For use by ultimate recipients

	EMPLOYEES or Volunteer Fire Fighters	BOARD OF DIRECTORS
--	---	-------------------------------

ETHNICITY		
Hispanic or Latino	0	0
Not Hispanic or Latino	61	8
TOTAL	61	8

RACE		
American Indian, Alaskan Native	0	
Asian	0	
Black or African American	1	2
Native Hawaiian or Other Pacific Islander	0	
White	60	6
TOTAL	61	8

GENDER		
Male	56	6
Female	5	2
TOTAL	61	8

Rural Economic Development Grant Program Application

City of Lenoir, NC Fire Ladder Truck Purchase Project

Submitted to:

Rural Business-Cooperative Service
U.S. Department of Agriculture

For:

\$150,000 in Grant Funding

Submitted by:

Blue Ridge Electric Membership Corporation
Caldwell County, North Carolina

On behalf of:

City of Lenoir
Caldwell County, North Carolina

March 20, 2025

Table of Contents

Section I. Introduction

Section II. Project Narrative

Section III. Forms, Certifications, Disclosures and Resolutions

- SF-424
- SF-424A
- Board of Directors Resolution
- Form AD 1048 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions
- Form AD 1049 – Certification Regarding Drug-Free Workplace Requirements
- Assurance Statement for the Uniform Act
- Blue Ridge Electric Membership Corporation Certificate of Financial Review
- Assurance Statement for the Civil Rights Act
- RD Instruction 1940-Q, Exhibit A-1
- 400-1 Equal Opportunity Agreement
- RUS Form 7 – Financial and Statistical Report
- RUS Form 7a – Investments, Grant Guarantees, and Grants
- AD-3030 Form - Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants
- City of Lenoir Sample Data Collection Form
- City of Lenoir Business Plan

I. Introduction

Blue Ridge Electric Membership Corporation (BRE), located in Lenoir, North Carolina, requests a \$150,000 USDA Rural Economic Development (RED) Grant with a seven (7) year term, which it will provide to the City of Lenoir as a zero-interest loan. The City is also requesting a \$1,000,000 RED Loan for this project. The City will use RED funding to purchase a new Fire Ladder Truck. The new truck will replace an existing ladder truck in their fleet that is unreliable. Their existing ladder truck has 80,000 miles on it and has been out of service for over 150 days in the past two years due various problems with the transmission, emissions, and a current issue with torsion bars. The new truck will have a 107 foot ladder, longer than the current truck's 75 ft. The new fire truck will be located at Fire Station #1, which is located at 602 Harper Ave, Lenoir, NC 28645 in Caldwell County.

BRE will provide \$30,000 in match funds for the project and the City of Lenoir will contribute an additional \$570,000 from its budget. The entire project is estimated to cost \$1,750,000. Funding to support the City of Lenoir Fire Department comes from a tax levied on property in Caldwell County, North Carolina and other reserve funds. The RED Grant will be secured by BRE as the first lien holder on the title for the Fire Ladder Truck.

II. Project Narrative

Background

The City of Lenoir Fire Department is located at 602 Harper Ave, Lenoir, NC 28645 in Caldwell County. The City of Lenoir primarily provides fire protection and emergency response activities to incorporated and unincorporated areas of Caldwell County. The City of Lenoir fire service area encompassing approximately 19.64 square miles and has a population of 18,500. The fire service territory includes residential areas, agricultural farms, and small commercial operations. Other facilities that the City of Lenoir has fire service responsibilities are as follows: a hospital, new courthouse, downtown buildings, a senior living facility, churches, Blue Ridge Energy's corporate office, manufacturing and industrial facilities, commercial and retail establishments, and several K-12 schools.

The mission of the City of Lenoir is to prevent the loss of life and property. In addition to responding to fires, the Fire Department also responds to medical emergencies, motor vehicle accidents, department calls, and incidents involving hazardous materials.

The City of Lenoir operates three fire stations and currently has three engines, two ladder trucks, one tower truck, one rescue truck, four staff vehicles, one ambulance, one battalion vehicle, three quick response vehicles, two trucks and one UTV. The City of Lenoir Fire Department maintains automatic and mutual aid agreements with surrounding fire districts (i.e., a. Hudson, Gamewelle, Valmead, Little River, Kings Creek, and North Catawba) to assist and support other communities as needed.

The City of Lenoir was incorporated 1851 and is the county seat of Caldwell County, NC. The day-to-day Fire Department operations are managed by the Fire Chief and his management team. The Fire Department staffing consists of 1 Chief, 1 Deputy Chief, 2 Assistant Chiefs, 3 Battalion Chiefs, 9 Captains, 6 Lieutenants, 15 engineers, and 21 firemen.

The City of Lenoir is requesting RED grant and loan funds to purchase a new Fire Ladder Truck to replace an existing ladder truck in their fleet that is unreliable. The existing truck has 80,000 miles on it and has been out of service for over 150 days in the past two years due various problems with the transmission, emissions, and a current issue with torsion bars. The new truck will have a 107 foot ladder, longer than the current truck's 75 ft ladder.

The new truck will be housed at City of Lenoir Station #1, located in downtown Lenoir. The downtown location has several large structures that require a ladder truck to respond. This includes a hospital, senior living center, future government campus, courthouse, and commercial and industrial structures. The department currently has one, 100 ft ladder truck that is operational though it is an older model that is nearing reserve status.

The City plans to purchase a stock truck from the manufacturer, so the features will depend on availability. The City anticipates that the new truck may have an upgraded suspension, new lighting, and air bags in the cab. The downtown area surrounding the department is in the process of revitalization, driving residential and commercial growth that the department must respond to.

During Hurricane Helene, the department saw 150 calls during the storm alone. The department responded to calls to clear roadways and to assist in wind damage response and street cleanup.

The City of Lenoir Fire Department's service area is experiencing residential growth in areas without fire hydrants, contributing to the need for a fire ladder truck. With RED Grant funding the City of Lenoir will be able to better serve its fire district and provide lifesaving services to community members.

The City of Lenoir receives approximately 3450 calls for service per year. These calls consisted of 202 fire calls - 28 of which were structure fires (ladder truck response); 449 suppression calls; and the balance were medical calls. The City anticipates this call volume to increase in the future and is in need of RED Grant funding in order to keep up with its increasing call volume.

ISO has established a Public Protection Classification (PPC™) Program for fire departments. The PPC™ classification ranges from 1 to 10. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire-suppression program doesn't meet ISO's minimum criteria. City of Lenoir has a current ISO rating of 2. The new truck will help to maintain the City of Lenoir ISO rating.

Project Summary

BRE is seeking a \$150,000 USDA Rural Economic Development Grant with a seven (7) year term, which it will provide to the City of Lenoir as a zero-interest loan. The City is also applying

for a \$1,000,000 RED Loan for this project. These funds will assist the City to purchase a new Fire Ladder Truck. The entire project will cost \$1,750,000 allowing this \$150,000 Grant to leverage \$30,000 in match funding from Blue Ridge Electric Membership Corporation as well as \$570,000 in reserve funding from City of Lenoir. Without RED Grant funding, the City of Lenoir could not only lose ground on maintaining its ISO rating but could also fail to serve the needs of the residents safely and adequately in its fire district.

Management Team

BRE will administer the USDA funding to City of Lenoir and will receive repayment of the zero-interest loan. The *Grant Administrator* for BRE will be Tasha Rountree, the Director of Community Relations & Economic Development. Ms. Rountree joined the BRE management team in 2018 and is responsible for the cooperative's economic development projects and marketing. Ms. Rountree joined BRE from First National Bank, where was assistant vice president and business development officer with responsibilities for developing and servicing small business relationships. Before that, she worked for Lifestore Bank as loan project manager and senior credit analyst as well as for Melissa Goodman, CPA as a staff account. Ms. Rountree graduated from Appalachian State University in 2008 with a degree in Business Administration in Accounting.

The City of Lenoir will oversee project implementation, including the purchase and acquisition of the fire truck. The *Project Administrator* will be Donna Bean who is the Finance Director for the City of Lenoir. Ms. Bean has been employed by the City since 2016 in her position. She works closely with the Chief and handles all the financials. Prior to her employment with the City of Lenoir, she was the Department Chair, Corporate and Continuing Education for Caldwell Community College & Technical Institute (CC&TI). She worked for CC&TI from 1990 to 2016.

Ms. Bean received a Bachelor and Master Degree in Accounting. The Masters came from Appalachian State University and the Bachelor's Degree came from Gardner-Webb University.

Project Budget

The total project cost is estimated at \$1,750,000. BRE is requesting \$150,000 in RED

grant funding to help finance this project. Blue Ridge Electric Membership Corporation will provide a \$30,000 match for the project. City of Lenoir will also contribute \$570,000 to the project. The following sources and uses chart details how this project will be financed. Blue Ridge Electric Membership Corporation is also requesting a \$1,000,000 RED loan for this project.

Sources

\$150,000 RED Grant

\$1,000,000 RED Loan

\$30,000 Blue Ridge Electric Membership Corporation Match

\$570,000 City of Lenoir Fire Department Reserves

TOTAL: \$1,750,000

Selection Factors

Nature of the Project

The ultimate recipient of this project is the City of Lenoir. The project will finance the purchase of a new Fire Ladder Truck which will help to better serve the residents and businesses of the City of Lenoir's fire service district.

Number of Direct Full-Time Equivalent Jobs Created/Saved Within 3-Years

The fire department recently created new, part-time paid positions for weekend coverage. With a new truck there is potential to add additional part time employment, but there is no additional employment planned currently.

Supplemental Funds for the Project

This project will directly leverage a \$30,000 match and \$570,000 in City of Lenoir Fire Department reserves. Therefore, the total supplemental funds for this project will be \$600,000. The supplemental funds as a percentage of the RED Grant will be 400% ($\$600,000 / \$150,000 \times 100 = 400\%$)

Unemployment Rate for the County

The City of Lenoir Fire Department is located in Caldwell County, North Carolina. Caldwell County has an unemployment rate of 3.5% (December 2024 not seasonally adjusted data from the US Bureau

of Labor Statistics). In comparison, North Carolina also has an unemployment rate of 3.7% (Bureau of Labor Statistics, November 2024 Not Seasonally Adjusted Rate) and the United States has an unemployment rate of 4.1% (Bureau of Labor Statistics, November 2024 Not Seasonally Adjusted Rate). Therefore, this project will take place in an area where unemployment is slightly lower than the state level (5.4%) and below the United State unemployment rate by 14.7%.

National Comparison: $(3.5\%/4.1\%) * 100 = 85.3\%$

State Comparison: $(3.5\%/3.7\%) * 100 = 94.6\%$

Per Capita Income for the County

This project will be located in Caldwell County, North Carolina, which has a per capita income of \$30,811 (2019-2023 American Community Survey 5-year estimates). In comparison, North Carolina has a per capita income of \$39,616 and the nation as a whole has a per capita income of \$43,289 (2019-2023 American Community Survey 5-year estimates). Therefore, this project will take place in a County where the per capita income is 22.3% lower than the state level and 28.9% lower than the national level.

State Comparison: $(\$30,811/\$39,616) * 100 = 77.7\%$

Nation Comparison: $(\$30,811/\$43,289) * 100 = 71.1\%$

Rural Area Location

The City of Lenoir Fire Department is located in a rural unincorporated area of Caldwell County, NC.

Decline in Population for the County

Caldwell County, NC experienced a loss in population over the past decade. The population was 83,029 in 2010 (U.S. Census Bureau, 2010 Census of Population and Housing) and 80,652 in 2020 (U.S. Census Bureau, 2020 Census of Population and Housing).

Cushion of Credit Payments

Blue Ridge Energy's Cushion of Credit balance is \$0 as of February 2025.

Initial Grant

This will not be the initial award to BRE through the REDLG program.

County Participation

This will not be the first REDLG project financed in Caldwell County.

Business Plan

Attached to this application is the City of Lenoir Fire Department business plan.

Discretionary Points

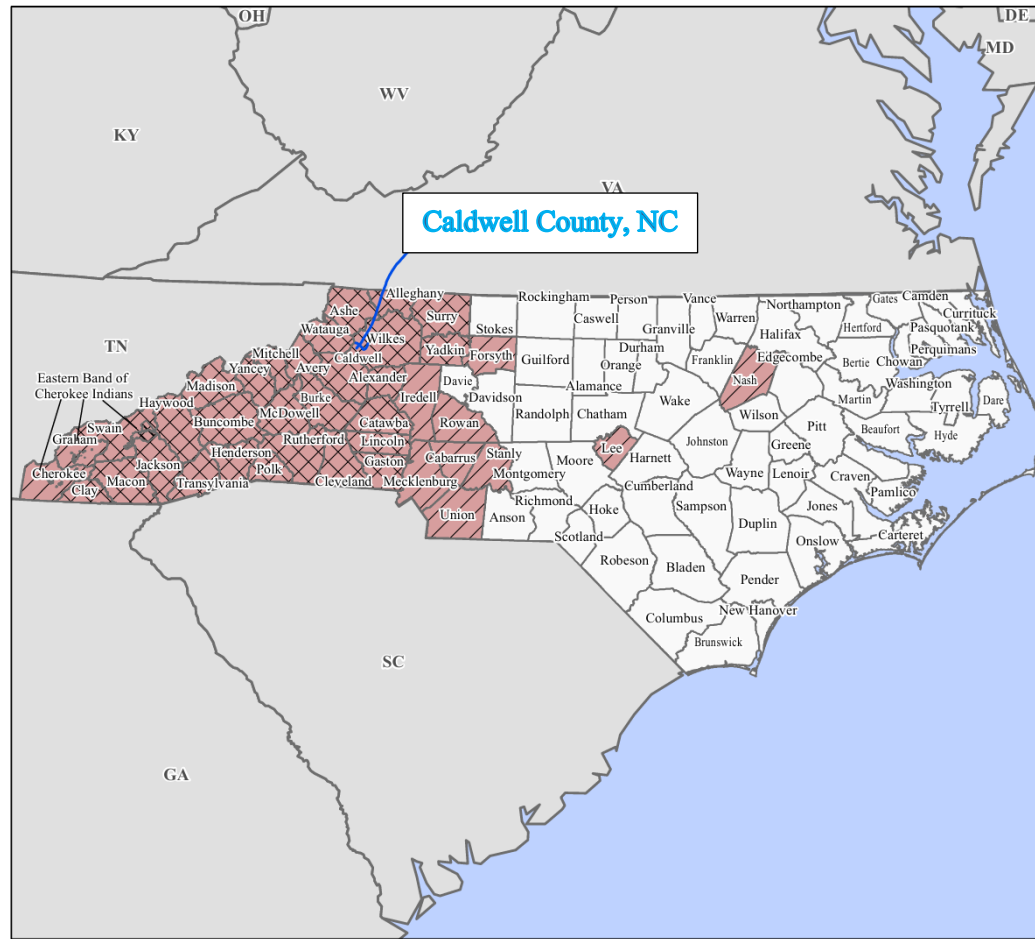
e) This project is consistent with the Rural Development State Office's approved strategic plan and mission area objectives and is identified as a priority area for assistance in the States' plans.

d) On December 18, 2024, the U.S. Homeland Security's Federal Emergency Management Agency announced that federal disaster aid had been made available to the State of North Carolina to supplement state and local recovery efforts in the area affected by Tropical Storm Helene DR-4827-NC during the period of Sep 25, 2024 - Dec 18, 2024. Caldwell County was included in the disaster aid.

FEMA-4827-DR, North Carolina Disaster Declaration as of 12/18/2024



FEMA

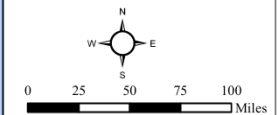


Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of North Carolina.

All areas in the State of North Carolina are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties and Tribal Areas

- No Designation
- Individual Assistance and Public Assistance (Categories A and B)
- Individual Assistance and Public Assistance (Categories A - G)



Data Sources:

FEMA, ESRI;
Initial Declaration: 09/28/2024
Disaster Federal Registry Notice:
Amendment #5: 12/18/2024
Datum: North American 1983
Projection: Lambert Conformal Conic

III. Forms, Certifications, Disclosures and Resolutions

Please see pages 38-82 of this packet for attachments.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Adoption of a *Resolution* waiving the use of formal bidding procedures in accordance with N.C.G.S. 143-129 for the purchase of a new Ladder Fire Truck, and authorization for use of an existing cooperative purchasing agreement for purchase of the same.

II. Background Information:

The City of Lenoir Fire Department is in need of a new Ladder Fire Truck to replace the current Ladder Fire Truck that has surpassed 80,000 travel miles and is frequently out of service for extensive and costly maintenance and repairs. Given the cost of equipment/trucks of this nature, formal bidding procedures found in N.C.G.S. 143-129 must be followed for these types of purchases. N.C.G.S. 143-129 (e)(3) does allow the waiver of formal bidding procedures if a cooperative purchasing agreement is applicable to the purchase and includes the specific equipment being requested. The principal purchase contract (H-GAC, Contract No. FS12-23) and cooperative agreement price list is attached for reference.

III. Staff Recommendation:

Staff recommends adoption of the *Resolution* waiving formal bidding procedures and authorizing use of cooperative purchasing agreement H-GAC, Contract No. FS12-23, for the purchase of a new Ladder Fire Truck.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____



Director of Special Projects and Grants: _____

Fire Chief: _____

Attachments:

- **Resolution No.** _____
- **H-GAC Cooperative Agreement, Contract No. FS12-23**
- **Pierce Price List (FS12-23)**

RESOLUTION

RESOLUTION WAIVING FORMAL BIDDING PROCEDURES AND AUTHORIZING USE OF AN EXISTING COOPERATIVE PURCHASING AGREEMENT FOR THE PROCUREMENT OF A NEW LADDER FIRE TRUCK

WHEREAS, the City of Lenoir, North Carolina, desires to purchase a new 107-foot Ladder Fire Truck to replace an existing 75-foot Ladder Fire Truck in order to better serve the citizens of Lenoir; and

WHEREAS, The City of Lenoir desires to pursue USDA loan funding administered through Blue Ridge Electric Membership Corporation to purchase the new Ladder Fire Truck; and

WHEREAS, the cost of said Ladder Fire Truck requires adherence to formal bidding procedures in accordance with N.C.G.S. 143-129; and

WHEREAS, in accordance with N.C.G.S. 143-129(e)(3), the City may waive formal bidding procedures and utilize an existing cooperative purchasing agreement for procurement of the new Ladder Fire Truck.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lenoir, North Carolina, in a regular meeting on the 15th day of April, 2025, does hereby waive formal bidding procedures for procurement of a new Ladder Fire Truck.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Lenoir intends to utilize cooperative purchasing agreement Contract No. FS12-23 to establish base pricing and specifications for the new Ladder Fire Truck.

Adopted this the 15th day of April, 2025.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

City Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____, adopted by the City Council of the City of Lenoir on the 15th day of April, 2025.

City Clerk

Date

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Pierce Manufacturing, Inc. - Public Services - ID: 11565 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Pierce Manufacturing, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2600 American Drive, Appleton, WI 54914.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 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 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains 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.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Pierce Manufacturing, Inc.

DocuSigned by:
Signature *Michael Dufrane*
9F42E76988DD47A...

Name Michael Dufrane

Title VP-Sales

Date 12/22/2023

H-GAC

DocuSigned by:
Signature *Chuck Wemple*
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/3/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Pierce Manufacturing, Inc. - Public Services - ID: 11565

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 must 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor 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 Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. Pumper Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. Pumper-Tanker/Tanker/Tender Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. Fire Boats, Rescue Boats, Emergency Response Boats

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
Pierce Manufacturing Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 491,716.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	\$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	\$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 899,378.00	5%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$ 982,413.00	5%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$ 1,109,887.00	5%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm),	\$ 1,141,252.35	5%

Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$ 1,217,470.80	5%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$ 1,784,346.90	5%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$ 2,390,151.75	5%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$ 713,119.00	5%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$ 624,947.00	5%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	\$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	\$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 477,451.00	5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	\$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	\$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	\$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 292,975.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

Attachment A
Pierce Manufacturing Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23
Pricing effective February 1, 2025

Manufacturer	Product	Item Description	February 2025 List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 414,707.00	5.0%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 657,806.00	5.0%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 556,716.00	5.0%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,505,418.00	5.0%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,545,952.00	5.0%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,727,749.00	5.0%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,666,666.00	5.0%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,781,976.00	5.0%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,725,857.00	5.0%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 2,005,198.00	5.0%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,115,477.00	5.0%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,203,540.00	5.0%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,166,417.00	5.0%
Pierce	23A-111	Enforcer Snizzle - 1037	\$ 1,378,234.00	5.0%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$450,011.00	5.0%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$596,196.00	5.0%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$924,422.00	5.0%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$1,002,539.00	5.0%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$1,085,374.00	5.0%
Pierce	23P-107	Velocity Pumper 1025	\$1,014,068.00	5.0%
Pierce	23P-108	Velocity PUC Pumper 1038	\$1,100,096.00	5.0%
Pierce	23P-109	Velocity Volterra Pumper	\$2,045,964.73	5.0%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$579,530.00	5.0%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$564,477.00	5.0%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$942,841.00	5.0%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$1,029,888.00	5.0%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$574,409.00	5.0%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$588,929.00	5.0%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$1,032,716.00	5.0%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$1,099,509.00	5.0%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$1,163,521.00	5.0%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm),	\$1,193,159.10	5.0%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$1,272,843.60	5.0%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$1,939,384.65	5.0%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$2,480,259.60	5.0%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$ 713,119.00	5.0%

Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$ 624,947.00	5.0%
		Category F - Special Service Vehicles/Vehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$315,552.00	5.0%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	\$1,022,926.00	5.0%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$1,048,064.00	5.0%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$1,313,014.00	5.0%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$1,191,334.00	5.0%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$1,168,553.00	5.0%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$1,168,317.00	5.0%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$1,069,984.00	5.0%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$1,084,324.00	5.0%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$1,287,795.00	5.0%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 283,190.00	5.5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 359,343.00	5.5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 312,290.00	5.5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 513,038.00	5.5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 611,625.00	5.5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 712,025.00	5.5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 783,873.00	5.5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,683,735.00	5.5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,277,719.00	5.5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,429,447.00	5.5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 300,338.00	5.5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		