

**CITY OF NEW BERN  
BOARD OF ALDERMEN MEETING  
MARCH 09, 2021 – 6:00 P.M.  
CITY HALL COURTROOM  
300 POLLOCK STREET**

**Notice Regarding Public Hearings: Public hearings will be conducted, but action will be delayed by the Board until its next meeting pursuant **if at least one member of the Board participates electronically**. In that case, the public comment period will remain open for 24 hours following the hearings. During that time, comments may be submitted to the City Clerk by emailing [blancob@newbernnc.gov](mailto:blancob@newbernnc.gov) or hand delivery to her office at 300 Pollock Street, New Bern. This is in compliance with the remote meetings law activated by a declared state of emergency.**

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

Consent Agenda

4. Consider Adopting a Resolution to Close Specific Streets for the First Capital Antique Automobile Club of America's Car Show on May 08, 2021.
5. Consider Adopting a Resolution to Close Specific Streets for the Beary Merry St. Patrick's Day Festivities on March 13, 2021.
6. Consider Approving a Proclamation for the Vietnam Veteran Wall Display in New Bern.
7. Consider Approving a Proclamation for Arbor Day.
8. Approve Minutes.

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9. Conduct a Public Hearing and Consider Adopting a Resolution Approving a Contract with BB&T for the Financing of the Radio System Upgrade and the Pleasant Hill Community Center Building.
10. Consider Adopting a Resolution to Initiate the Upset Bid Process for 115 Hillmont Road.
11. Consider Adopting a Resolution Approving an Additional Streetlight on Evergreen Lane.

12. Consider Adopting a Resolution Approving a Water and Sewer Use Agreement with Goshen Medical Center, Inc. for Tax Parcel IDs 8-206-132 and 8-206-133.
13. Consider Adopting a Resolution Approving a Financial Assistance Agreement with the NC Department of Environmental Quality for the VW-DC Fast Program Grant.
14. Consider Adopting a Budget Ordinance Amendment for the Fiscal Year 2020-2021 Electric Fund Operating Budget.
15. Consider Adopting an Ordinance Amending the 2019 Electric Improvements Project Fund.
16. Consider Adopting an Ordinance Amending the Community Development Block Grant Coronavirus ("CDBG-CV") Fund.
17. Consider Adopting an Ordinance to Amend Article I of Chapter 70 "Traffic and Vehicles" to Close a Portion of Pollock, Queen and Norwood Streets to Vehicular Traffic.
18. Appointment(s).
19. Attorney's Report.
20. City Manager's Report.
21. New Business.
22. Closed Session.
23. Adjourn.



**NEW BERN**  
CITY OF NEW BERN

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

**Aldermen**

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

Dana E. Outlaw  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary M. Hogan  
Director of Finance

**Memo to: Mayor and Board of Aldermen**

**From: Mark A. Stephens, City Manager**

**Date: March 4, 2021**

**Re: March 09, 2021 Agenda Explanations**

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

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

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

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

**Consent Agenda**

**4. Consider Adopting a Resolution to Close Specific Streets for the First Capital Antique Automobile Club of America’s Car Show on May 08, 2021.**

(Ward 1) Mike Wilson with First Capital Antique Auto Club has requested the 200-300 blocks of Middle Street, 300 block of Pollock Street, and 300 block of Craven Street be closed to vehicular traffic on May 8, 2021 from 4:30 a.m. until 6:00 p.m. for the First Capital Antique Automobile Club of America Car Show. A memo from Foster Hughes, Director of Parks and Recreation, is attached.

**5. Consider Adopting a Resolution to Close Specific Streets for the Beary Merry St. Patrick’s Day Festivities on March 13, 2021.**

(Ward 1) Amanda Banks with Beary Merry has requested the 200-300 blocks of Middle Street, 300 block of Pollock Street, and 200 block of Craven Street be closed to vehicular traffic on March 13, 2021 from 5:00 a.m. until 9:00 p.m. for Beary Merry St. Patrick’s Day festivities. A memo from Mr. Hughes is attached.

**6. Consider Approving a Proclamation for the Vietnam Veteran Wall Display in New Bern.**

Dave Nelson, on behalf of American Legion Post 539, has requested a proclamation observing *The Wall That Heals*, a replica of the Vietnam Veterans Memorial, that will be on display in New Bern from April 08, 2021 until April 11, 2021.

**7. Consider Approving a Proclamation for Arbor Day.**

On behalf of Parks and Recreation, Mr. Hughes has requested a proclamation to recognize Arbor Day on Friday, March 19, 2021. The department will celebrate the day by planting several trees at Martin Marietta Park beginning at 11 a.m. on that date.

**8. Approve Minutes.**

Minutes from the February 5, 2021 retreat and February 23, 2021 regular meeting are provided for review and approval.

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**9. Conduct a Public Hearing and Consider Adopting a Resolution Approving a Contract with BB&T for the Financing of the Radio System Upgrade and the Pleasant Hill Community Center Building.**

The Board previously authorized the construction of a community center in the Pleasant Hill area and an upgrade to the citywide radio system. To finance both projects, a loan not to exceed \$1,803,895 will be secured. The amount represents

\$300,000 for the community center and \$1,503,895 for the radio upgrade. Financing proposals were sought, and BB&T was the only bank to respond. The repayment period will be 10 years at a fixed interest rate of 1.750%. The loan can be repaid at any time with a 1% prepayment penalty or prepaid in the second half of the term without penalty. After conducting a public hearing, the Board is asked to consider adopting a resolution to approve the contract with BB&T. A memo from Mary Hogan, Director of Finance, is attached.

**10. Consider Adopting a Resolution to Initiate the Upset Bid Process for 115 Hillmont Road.**

(Ward 5) Sandra Rodgers has submitted an offer of \$7,500 to purchase the vacant ½-acre lot at 115 Hillmont Road. The tax value of the property is \$15,000, and the offer represents 50% of the value. The property was acquired by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$6,349.65. If the property is sold for the initial bid, the City is projected to receive \$3,244.62 and the County is projected to receive \$4,255.28 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached along with the tax card and pictures of the property.

**11. Consider Adopting a Resolution Approving an Additional Streetlight on Evergreen Lane.**

(Ward 6) A citizen has requested an additional streetlight on Evergreen Lane. Staff evaluated the request and determined the area does not meet the City's light standard and recommended the addition of one streetlight. The installation of the light and pole will cost \$2,497.98, and the monthly utility charge for service will be \$20.28. A memo from Mr. Bauschard is attached along with other supporting documentation.

**12. Consider Adopting a Resolution Approving a Water and Sewer Use Agreement with Goshen Medical Center, Inc. for Tax Parcel IDs 8-206-132 and 8-206-133.**

(Ward 1) Goshen Medical Center, Inc. is proposing to develop a new medical facility on a vacant 2.66-acre lot on Highway 17 South directly across from Trent Creek Road, which is outside of the city limits. There is a desire to connect to the City's water and sewer collection system. The facility will have a calculated average daily water and sewer demand of 2,500 gallons per day, which would require a standard water connection and short sewer main extension. Section 74-74 of the City's ordinances provides that a written water and sewer use agreement be entered into to outline the roles and responsibilities of both parties in establishing service for the proposed project. A memo from Jordan Hughes, City Engineer, is attached.

**13. Consider Adopting a Resolution Approving a Financial Assistance Agreement with the NC Department of Environmental Quality for the VW-DC Fast Program Grant.**

In 2020, the Department of Public Utilities submitted a grant application for the Volkswagen DC Fast Charger grant through the NC Department of Environmental Quality ("NCDEQ"). The City has been awarded a grant in the amount of \$128,715.96, and the funds will be used to install two electric car "fast-charging" devices in Downtown New Bern. The grant requires matching funds up to \$32,825.68. This match will be met in the form of staff labor and City materials. A memo from Charles Bauschard, Director of Public Utilities, is attached.

**14. Consider Adopting a Budget Ordinance Amendment for the Fiscal Year 2020-2021 Electric Fund Operating Budget.**

This budget ordinance amendment will transfer \$32,826 from the Electric Fund to the 2019 Electric Improvements Fund for the costs associated with the engineering, design, project management, equipment and materials needed to meet the in-kind match of \$32,826 for the Volkswagen NCDEQ grant. A memo from Mrs. Hogan is attached.

**15. Consider Adopting an Ordinance Amending the 2019 Electric Improvements Project Fund.**

To recognize the Volkswagen NCDEQ grant funds, the 2019 Electric Improvements Project Fund will be amended to recognize the grant award of \$128,715.96 and the transfer of \$32,826 from the Electric Fund for the in-kind services for labor and materials. A memo from Mrs. Hogan is attached.

**16. Consider Adopting an Ordinance Amending the Community Development Block Grant Coronavirus ("CDBG-CV") Fund.**

As recently discussed, the City has been awarded \$194,483 in CDBG Coronavirus funding ("CDBG-CV"). The City's CDBG Annual Action Plan provides that the funds will be used to respond to the growing effects of the historic public health crisis. Specifically, funds will be used to assist low and moderate-income citizens of New Bern with utility and rent assistance. The administration of the funds will be provided by a local nonprofit that has been designated as a subrecipient. A memo from Mrs. Hogan is attached.

**17. Consider Adopting an Ordinance to Amend Article I of Chapter 70 "Traffic and Vehicles" to Close a Portion of Pollock, Queen and Norwood Streets to Vehicular Traffic.**

(Ward 1) The City owns a triangle of land at the intersection of Queen and Pollock Streets and intends to develop the property into a mini park. This is the site of the former Olde McCarthy Square Fountain. To accommodate the development, a "cut through" road needs to be closed and vehicular traffic prohibited. An amendment

to Chapter 70 of the City's ordinances is proposed to designate the portion of intersection at Pollock, Queen and Norwood Streets as an area where vehicular traffic is not allowed. A memo from Mr. Hughes is attached.

**18. Appointment(s).**

On June 11, 2019, Mayor Outlaw appointed Martha "Molly" Ingram to the Appearance Commission. Ms. Ingram recently resigned from her seat, as she will be relocated to another state in November. Mayor Outlaw is asked to make a new appointment to serve the remainder of Ms. Ingram's term.

**19. Attorney's Report.**

**20. City Manager's Report.**

**21. New Business.**

**22. Closed Session.**

**23. Adjourn.**

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to close streets to vehicle traffic for First Capital Antique Automobile Club of America Car Show.

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b> Ward 1
<b>Department:</b> Parks & Recreation	<b>Person Submitting Item:</b> Foster Hughes, CPRE
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Mike Wilson with First Capital Antique Auto Club has made a request to close the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 300 block of Craven Street to vehicle traffic for the First Capital Antique Automobile Club of America Car Show on May 8, 2021 from 4:30 a.m. until 6:00 p.m.
<b>Actions Needed by Board:</b>	Adopt the Resolution
<b>Backup Attached:</b>	Resolution – Memo – Application – Map

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

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

**Additional Notes:**





**Aldermen**

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

Foster Hughes, CPRE  
Director of Parks & Recreation

Dana E. Outlaw  
Mayor

Mark A. Stephens  
City Manager



Memo To: Mayor and Board of Aldermen  
From: Foster Hughes, CPRE  
Director of Parks and Recreation  
Re: Request to close certain streets to vehicle traffic for the First Capital Antique Automobile Club of America Car Show.

**Background Information:**

Mike Wilson with First Capital Antique Auto Club has made a request to close the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 300 block of Craven Street to vehicle traffic for the First Capital Antique Automobile Club of America Car Show on May 8, 2021 from 4:30 a.m. until 6:00 p.m.

**Recommendation:**

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

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

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

## RESOLUTION

THAT WHEREAS, First Capital Antique Automobile Club of America has scheduled its annual car show and requested that the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 300 block of Craven Street be closed to vehicular traffic from 4:30 a.m. until 6:00 p.m. on Saturday, May 8, 2021; and

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

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

That the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 300 block of Craven Street be closed to vehicular traffic from 4:30 a.m. until 6:00 p.m. on May 8, 2021 for the First Capital Antique Automobile Club of America annual Car Show.

ADOPTED THIS 9<sup>TH</sup> DAY OF MARCH 2021.

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DANA E. OUTLAW, MAYOR

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BRENDA E. BLANCO, CITY CLERK

RECEIVED  
JAN 06 2021  
BY: DEM

1/21/21  
1/14/21

May 8<sup>th</sup> 2021

CITY OF NEW BERN

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

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

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

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

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

Name of Event/Activity: N. C. REGION SHOW

Organization Name: 1<sup>ST</sup> CAPITAL CHAPTER ANTIQUE AUTO CLUB OF AMERICA

Responsible Contact: MIKE WILSON

Address: 3907 SIENNA TRAIL

City: NEW BERN State: NC Zip code: 28562

Phone: 252-631-3145 Alternate Phone: 252-571-5635 (CELL)

Email: MIKEWILSON1940@MSN.COM

Street Closing

Type of Event:  Demonstration  Festival  Parade

Date of Event: 05/08/21 Proposed Rain Date: -0-

200-300 bks Middle St

Event Set up time: 4:30 AM Event Tear Down Completed Time: 6:00 PM

300 bks Pollock

Event Start Time: 10:00 AM Event End Time: 3:00 PM

300 bks Craven

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

Craven St, Pollock St, Middle St

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

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

AUTO SHOW - STATIONARY

Estimated attendance: 150; Attendance not to exceed: 200

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

Tents # 2 Sizes 10' x 10' Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall)

How will you handle trash generated from the event?

We are requesting #      trash cans.

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

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

**Are you requesting any City of New Bern Street Closures?**  Yes\*  No

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

\***What Street(s) are you requesting to close? Be specific:** MIDDLE, POLLOCK + CRAVEN

**Are you requesting any State Road or Bridge closures?**  Yes\*  No

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

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

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

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

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

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

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

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

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

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

**The following items must be submitted with Application:**

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

[Signature] 1/5/21  
Authorized Signature Date

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

Veronica E. Matlock 2/25/21  
Administrative Support Supervisor Date

*This application has been approved.*

\_\_\_\_\_  
Director of Parks & Recreation Date

Total Anticipated Charges	
Barricades:	# _____ \$ _____
Trash Collection:	\$ <u>0</u>
City Staff:	# _____ \$ _____
Vendor Fees	# <u>1</u> \$ _____
Park/Facility Rental:	\$ _____
<b>Total Due:</b>	\$ <u>0</u>

- Have HOA's been notified?  Yes  No Spoke with: \_\_\_\_\_
- Approved by Department Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- Submitted for Board Approval Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All Paperwork collected Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All fees collected \$ \_\_\_\_\_ Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

**City Sponsored Event**

Yes  No

Updated 6-3-2019



*Classified*

200 & 300 Blocks of Middle St  
 300 & 400 Blocks of Pollock  
 300 Block of Craven

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to close streets to vehicle traffic for Beary Merry St. Patrick's Day Festivities.

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b> Ward 1
<b>Department:</b> Parks & Recreation	<b>Person Submitting Item:</b> Foster Hughes, CPRE
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Amanda Banks with Beary Merry has made a request to close the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 200 block of Craven Street to vehicle traffic for Beary Merry St. Patrick's Day festivities on March 13, 2021 from 5:00 a.m. until 9:00 p.m.
<b>Actions Needed by Board:</b>	Adopt the Resolution
<b>Backup Attached:</b>	Resolution – Memo – Application – Map

Is item time sensitive? Yes No

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

### Cost of Agenda Item:

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

**Additional Notes:**



**Aldermen**


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

Foster Hughes, CPRE  
Director of Parks & Recreation



Dana E. Outlaw  
Mayor

Mark A. Stephens  
City Manager

Memo To: Mayor and Board of Aldermen  
From: Foster Hughes, CPRE   
Director of Parks and Recreation  
Re: Request to close certain streets to vehicle traffic for Beary Merry St. Patrick's Day Festivities.

**Background Information:**

Amanda Banks with Beary Merry has made a request to close the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 200 block of Craven Street to vehicle traffic for Beary Merry St. Patrick's Day festivities on March 13, 2021 from 5:00 a.m. until 9:00 p.m.

**Recommendation:**

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

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

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

## RESOLUTION

THAT WHEREAS, Beary Merry has scheduled St. Patrick's Day festivities and requested that the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 200 block of Craven Street be closed to vehicular traffic from 5:00 a.m. until 9:00 p.m. on Saturday, March 13, 2021; and

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

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

That the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and the 200 block of Craven Street be closed to vehicular traffic from 5:00 a.m. until 9:00 p.m. on March 13, 2021 for Beary Merry St. Patrick's Day festivities.

ADOPTED THIS 9<sup>TH</sup> DAY OF MARCH 2021.

---

DANA E. OUTLAW, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



## CITY OF NEW BERN

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

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

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

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

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

Name of Event/Activity:	<u>Beary Merry Events - St. Patrick's Day festivities</u>		
Organization Name:	<u>Downtown Council // New Bern Area Chamber of Commerce</u>		
Responsible Contact:	<u>Amanda Banks</u>		
Address:	<u>316 S. Front St</u>		
City:	<u>New Bern</u>	State:	<u>NC</u> Zip code: <u>28560</u>
Phone:	<u>252-671-1196</u>	Alternate Phone:	<u></u>
Email:	<u>info@bearymerrychristmas.com</u>		

Type of Event:  Demonstration  Festival  Parade

Date of Event: March 13, 2021 Proposed Rain Date:

Event Set up time: 5AM Event Tear Down Completed Time: 9PM

Event Start Time: 8AM Event End Time: 9PM

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

See attached map

Activities including wagon rides, pub crawl and shuttle

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

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

Promote downtown businesses

Estimated attendance: ; Attendance not to exceed:

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

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

How will you handle trash generated from the event?

We are requesting #  trash cans.

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

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

**Are you requesting any City of New Bern Street Closures?**  Yes\*  No

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

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

200 & 300 Blocks of Middle

300 Block of Pollock

200 Block of Craven

**Are you requesting any State Road or Bridge closures?**  Yes\*  No

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

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

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

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

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

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

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

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

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

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

**The following items must be submitted with Application:**

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

Amanda Banks

3/13/2021

Authorized Signature

Date

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

Uronion E. Mattocks

2/26/21

Administrative Support Supervisor

Date

This application has been approved.

\_\_\_\_\_  
Director of Parks & Recreation

\_\_\_\_\_  
Date

**Total Anticipated Charges**

**Barricades:** # \_\_\_\_\_

\$ \_\_\_\_\_

**Trash Collection:** \_\_\_\_\_

\$ \_\_\_\_\_

**City Staff:** # \_\_\_\_\_

\$ \_\_\_\_\_

**Vendor Fees** # \_\_\_\_\_

\$ \_\_\_\_\_

**Park/Facility Rental:** \_\_\_\_\_

\$ \_\_\_\_\_

**Total Due:** \$ \_\_\_\_\_

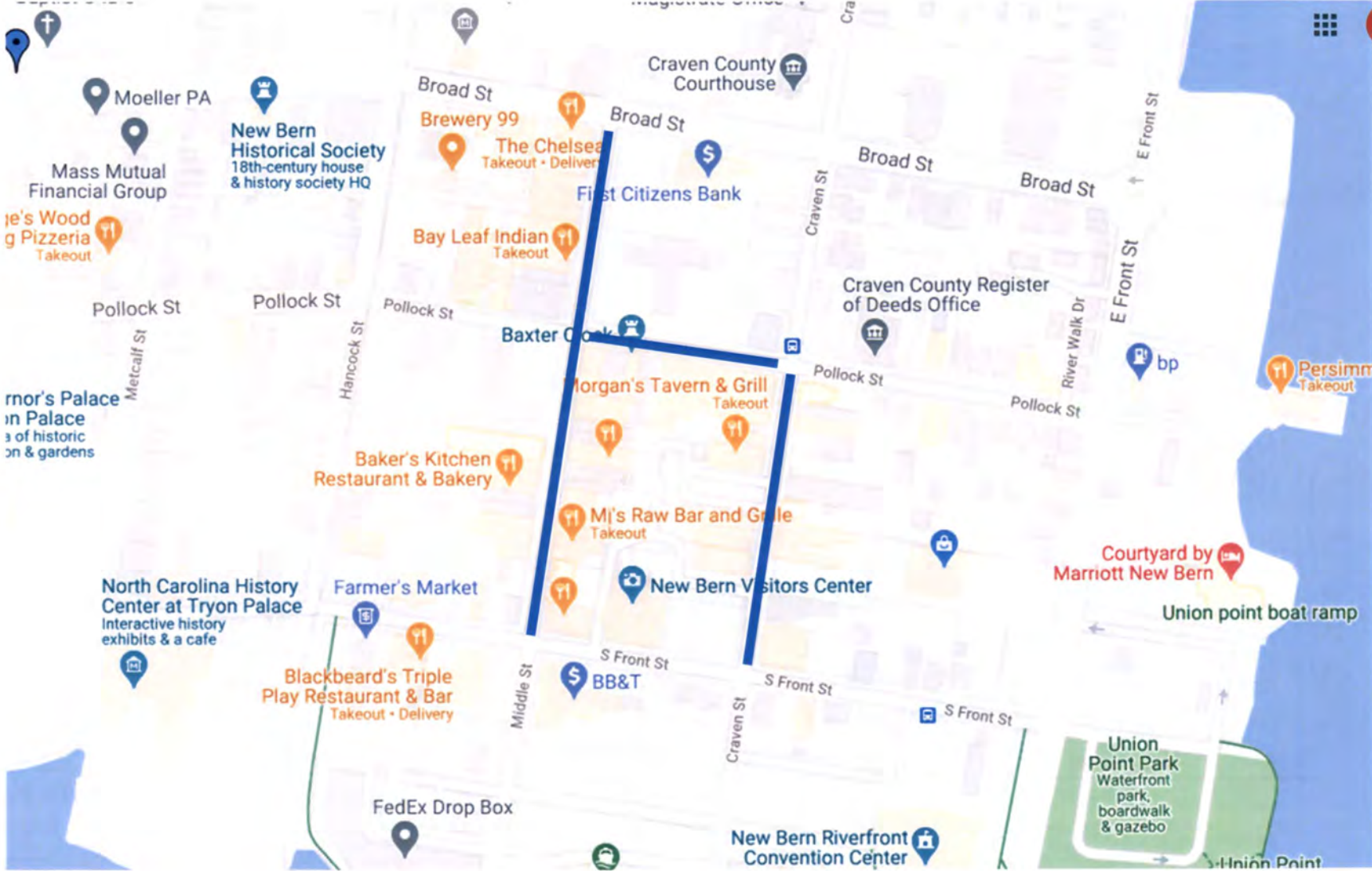
- Have HOA's been notified?  Yes  No Spoke with: \_\_\_\_\_
- Approved by Department Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- Submitted for Board Approval Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All Paperwork collected Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All fees collected \$ \_\_\_\_\_ Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

**City Sponsored Event**

Yes  No

Updated 6-3-2019

# STREET CLOSURE REQUEST



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Approving a Proclamation for the Vietnam Veteran Wall Display in New Bern

<b>Date of Meeting:</b> 03/09/21	<b>Ward # if applicable:</b> N/A
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Dave Nelson, on behalf of American Legion Post 539, has requested a proclamation observing <i>The Wall that Heals</i> , a replica of the Vietnam Veterans Memorial, that will be on display in New Bern from April 8, 2021 until April 11, 2021.
<b>Actions Needed by Board:</b>	Consider approving the proclamation
<b>Backup Attached:</b>	Proclamation

<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Need by April 8, 2021
<b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

**Additional Notes:**



## MAYOR'S OFFICE P R O C L A M A T I O N

**WHEREAS,** it is an honor to recognize so many veterans today who have made countless sacrifices for New Bern and Greater Down East North Carolina; and

**WHEREAS,** in 2012, the United States began the commemoration of the 50<sup>th</sup> Anniversary of the Vietnam War, a 13-year program to honor and thank those who answered the call to serve in the war; and

**WHEREAS,** more than 58,000 service members made the ultimate sacrifice during the Vietnam War, thousands more were wounded, and over 1,600 remain missing in action; and

**WHEREAS,** the families and friends of missing service members continue to endure the uncertainty concerning the fate of their loved ones who remain unaccounted for; and

**WHEREAS,** Vietnam Veterans contribute to our city, counties, state, and nation by offering skills, education, leadership, and dedication learned in the military service; and

**WHEREAS,** the State of North Carolina is home to more than 237,000 Vietnam-era veterans, with more than 16,000 living in New Bern and surrounding counties; and

**WHEREAS,** we can never fully repay our debt of gratitude to those heroic men and women who served, were wounded, or died in battle; and

**WHEREAS,** *The Wall That Heals* is a three-quarter scale replica of the Vietnam Veterans Memorial, and it will be on display in New Bern to provide an opportunity for local residents and our neighboring counties to honor and thank our Vietnam Veterans for their service to our country.

**NOW THEREFORE,** I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim April 8, 2021 – April 11, 2021 as a time for the citizens of New Bern to reflect upon the Vietnam Veterans and visit

### ***THE WALL THAT HEALS***

while it is on display in our great city.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the Seal of the City of New Bern this 9<sup>th</sup> day of March in the Year of Our Lord Two Thousand and Twenty-One.

Dana E. Outlaw, Mayor

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Proclamation to recognize March 19, 2021 as Arbor Day.

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b> 5
<b>Department:</b> Parks & Recreation	<b>Person Submitting Item:</b> Foster Hughes
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Parks and Recreation is requesting a proclamation to recognize Arbor Day, which falls on Friday, March 19, 2021.
<b>Actions Needed by Board:</b>	Consider approving the proclamation.
<b>Backup Attached:</b>	Memo and proclamation.

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

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

**Additional Notes:**



**Aldermen**


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

Foster Hughes, CPRE  
Director of Parks & Recreation

Dana E. Outlaw  
Mayor

Mark A. Stephens  
City Manager



Memo To: Mayor and Board of Aldermen  
From: Foster Hughes, CPRE   
Director Parks and Recreation  
Re: Consider approving a Proclamation for Arbor Day 2021

**Background Information:**

Parks and Recreation is requesting a Proclamation to recognize Arbor Day, which falls on Friday, March 19, 2021. In 1967, the State Legislature ratified a bill in support of recognizing a particular day each year as Arbor Day. The first Friday following March 15<sup>th</sup> is designated as Arbor Day in North Carolina.

We will have a celebration on Arbor Day at Martin Marietta Park, at 11:00am. Several trees will be planted.

**Recommendation:**

Consider approving the Arbor Day Proclamation.

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

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



## MAYOR'S OFFICE PROCLAMATION

**WHEREAS, Arbor Day** is a national celebration of community tree growing, planting and care dating back to 1872; and

**WHEREAS,** recognition of this important historical tradition and the practical as well as aesthetic value of trees is a year-long effort in New Bern; and

**WHEREAS, Arbor Day** serves to acknowledge the good work of City employees, resident volunteers, local garden clubs, corporate participants and the many service groups involved in the preservation and expansion of our urban forest; and

**WHEREAS, Arbor Day** reminds us all of the basic need for trees, such as they help clean the air, protect wildlife, save heating and cooling costs, conserve energy production, block pollution of rivers and streams, reduce soil erosion and provide a sense of comfort, shelter and spiritual well-being; and

**WHEREAS,** trees in our City increase property values, enhance the economic vitality of business areas and comprise a visual record of New Bern's past as well as a plan for the future appearance of its streetscapes and landscapes,

**NOW THEREFORE,** I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby proclaim March 19, 2021 as

### "ARBOR DAY"

in the City of New Bern and urge all citizens to celebrate its meaning by planting, replacing or protecting their trees and woodlands and by learning more about the proper selection, care and maintenance of trees to make them last longer for the benefit of this and future generations.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the Seal of the City of New Bern this the 9<sup>th</sup> day of March in the Year of Our Lord Two Thousand and twenty-One.

\_\_\_\_\_  
DANA E. OUTLAW, MAYOR





## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Conduct a public hearing and consider adopting a resolution approving a contract with BB&T for the financing of the Radio System Upgrade and the Pleasant Hill Community Center Building.

<b>Date of Meeting:</b> 03/09/2021	<b>Ward # if applicable:</b> N/A
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Mary M. Hogan
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> 3/9/2021

<b>Explanation of Item:</b>	This is to conduct a public hearing for comment on the proposed financing for the radio system upgrade and the Pleasant Hill Community Center Building and to consider adopting a resolution approving the financing contract with BB&T.
<b>Actions Needed by Board:</b>	Conduct public hearing for comment and adopt resolution authorizing financing.
<b>Backup Attached:</b>	Memo, Resolution, Bid Tab Summary, BB&T Financing Proposal

**Is item time sensitive?**  Yes  No

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

**Cost of Agenda Item:** \$0.00

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

**Additional Notes:**



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen  
FROM: Mary M. Hogan - Director of Finance  
DATE: March 3, 2021  
RE: Radio System Upgrade and Pleasant Hill Community Center Building  
Installment Financing

---

### **Background**

In the fiscal year 2020-21 budget, the Board appropriated \$300,000 for the Pleasant Hill Community Center. The Police Department has identified the need to replace the current city-wide radio system purchased in 2011 to P25 Phase 2 standards radio system. Support on the current radio consoles were discontinued as of November 2019. The estimated cost of the radio system upgrade is \$1,503,895, which will be funded with loan proceeds.

### **Current**

The total amount to be borrowed is not-to-exceed \$1,803,895. The term of the loan is 10 years. We sent out request for financing proposals to BB&T, PNC Bank and First Citizens Bank; enclosed is a summary of all proposals. BB&T was the only bank to submit a proposal and was therefore considered to have submitted the proposal with the lowest overall financing costs at the desired repayment period (10 years) with a tax-exempt fixed interest rate of 1.750%. The loan can be prepaid at any time with a 1% prepayment penalty; or, the loan can be non-callable for the first half of the term, then prepaid in whole without penalty.

### **Requested Action**

It is recommended that the Board consider adopting the attached resolution to enter into an installment financing contract with BB&T at the March 9, 2021 meeting. The Mayor and Director of Finance are authorized to execute the contract.

## RESOLUTION APPROVING FINANCING TERMS

**WHEREAS**, the City of New Bern ("City") has previously determined to undertake a project for the Radio System Upgrade and the Pleasant Hill Community Center Building (the "Project"), and the Director of Finance has now presented a proposal for the financing of such Project.

### **BE IT, THEREFORE, RESOLVED as follows:**

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T") in accordance with the proposal dated August 20, 2020. The amount financed shall not exceed \$1,803,895, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.75%, and the financing term shall not exceed 120 months from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. The Mayor and Director of Finance of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.

3. The Director of Finance is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Director of Finance is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Director of Finance shall approve, with the Director of Finance's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any

other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March, 2021.

---

DANA E. OUTLAW, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

( S E A L )



**Branch Banking & Trust Company**

---

Governmental Finance  
5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217  
Phone (704) 954-1700  
Fax (704) 954-1799

August 20, 2020

Ms. Mary Hogan  
City of New Bern, NC  
PO Box 1129  
New Bern, NC 28563

Dear Ms. Hogan:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of New Bern, NC ("Borrower"). *This proposal is amended to extend the rate expiration date.*

**PROJECT:** Radio System & Metal Building

**AMOUNT:** \$1,803,895.00

**TERM:** 10 years

**INTEREST RATE:** 1.75%

**TAX STATUS:** Tax Exempt – Bank Qualified

**PAYMENTS:** Interest: Annual  
Principal: Annual

**INTEREST RATE  
CALCULATION:** 30/360

**SECURITY:** Security interest in equipment being financed

**PREPAYMENT  
TERMS:** Prepayable in whole at any time with a one percent prepayment penalty. As an alternate redemption provision, the Borrower may elect for the transaction to be non-callable for the first half of the term and callable at par thereafter.

**RATE  
EXPIRATION:** April 15, 2021

**DOCUMENTATION/  
LEGAL REVIEW  
FEE:** If a Real Property Deed of Trust is required, the Borrower will be responsible for bank legal counsel fee of \$5,900.

**FUNDING:** Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

**DOCUMENTATION:** Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

**REPORTING**

**REQUIREMENTS:** Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

*Truist Bank*



Andrew G. Smith  
Senior Vice President

**City of New Bern  
 Installment Purchasing Financing - Bid Tabulation  
 Bank Proposals - Radio System Upgrade and Pleasant Hill Community Center Building**

14-Aug-20

Amount To Be-Financed:  
 Not To Exceed - \$1,803,895.00

Terms of Financing: 10 years

<b>Bank</b>	<b><u>BB&amp;T</u></b>	<b><u>First Citizens</u></b>	<b><u>PNC Bank</u></b>
<b>Interest Rate</b>	1.7500%	None Provided	None Provided
<b>Prepayment Penalty</b>	1% at any time or at par after half the term has elapsed	None	None
<b>Other Fees</b>	None	None	None
<b>Finance Charge Life of Loan</b>	\$172,459.30	None Provided	None Provided

**NOTICE OF PUBLIC HEARING  
NORTH CAROLINA, CRAVEN COUNTY**

**TAKE NOTICE THAT** the Board of Aldermen of the City of New Bern will conduct a public hearing on March 9, 2021, in the City Hall Courtroom in the City of New Bern at 6.00 pm, or as soon thereafter as the matter may be reached, on the question of approving a resolution authorizing the City of New Bern to enter into an installment purchase contract to finance the radio system upgrade and steel commercial building to be used as the Pleasant Hill Community Center. The proposed financing is pursuant to Section 160A-20 of the North Carolina General Statutes.

ALL INTERESTED parties will be given an opportunity to be heard

THIS 27th DAY OF FEBRUARY, 2021.

Brenda E. Blanco, City Clerk

INDIVIDUALS WITH DISABILITIES REQUIRING  
SPECIAL ASSISTANCE SHOULD CALL (252)639-7501  
NO LATER THAN 3 00 P.M. THE DATE OF THE MEETING

February 27, 2021 (adv)

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## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 115 Hillmont Road

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	An offer of \$7,500 has been received for the purchase of 115 Hillmont Road. This represents 50% of the tax value.
<b>Actions Needed by Board:</b>	Consider adopting resolution
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, maps and pictures of the property, tax property card, and estimate of proceeds

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

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

**Additional Notes:**



**NEW BERN**  
CITY OF NEW BERN

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

**Aldermen**

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

Dana E. Outlaw  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary M. Hogan  
Director of Finance

MEMO TO: Mayor and Board of Aldermen  
FROM: Brenda Blanco, City Clerk *BEB*  
DATE: February 28, 2021  
SUBJECT: Offer to Purchase 115 Hillmont Road

Sandra A. Rodgers made an offer to purchase 115 Hillmont Road for \$7,500.00. The tax value of the vacant 1/2-acre lot is \$15,000, and the offer represents 50% of the value. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time was \$6,349.65.

If the property is sold for the initial bid, the City is projected to receive \$3,244.62 and the County is projected to receive \$4,255.28 from the proceeds.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 115 Hillmont Street, Craven County parcel identification number 8-219-006; and

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

WHEREAS, the City has received an offer to purchase the above described property in the amount of \$7,500.00, submitted by Sandra Rodgers; and

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

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

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

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

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

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

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

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or

certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City accepts the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing.

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 9<sup>th</sup> DAY OF MARCH, 2021.

---

DANA E. OUTLAW, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

CRAVEN COUNTY

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

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

Street Address: 115 Hillmont Rd

Subdivision Name: \_\_\_\_\_

Tax Parcel ID No.: 8-219-006

Plat Reference: 30504

Being all of that property more particularly described in Deed Book 3569 Page 0533 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 1,500. and shall be paid as follows:

(a) \$ 375.00, EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 1,125.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials

SA

Seller Initials \_\_\_\_\_

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

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

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

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

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

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

BUYER:

(If an individual)

Sandra Rodgers (SEAL)  
 Name: Sandra Rodgers  
 Date: 2/17/2021  
 Address: 1602 Neuse Blvd  
New Bern. NC 28570  
 Phone: 561-531-0834

(If a business entity)

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Forwarding: 1516 Neuse Blvd  
New Bern. NC 28570  
 CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer Initials SR Seller Initials \_\_\_\_\_

## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/17/2021 5:00:30 PM

**Parcel ID :** 8-219 -006  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** 115 HILLMONT RD  
**Description :** 3 JOHN GARDNER SUB  
**Lot Description :**



**Subdivision :**

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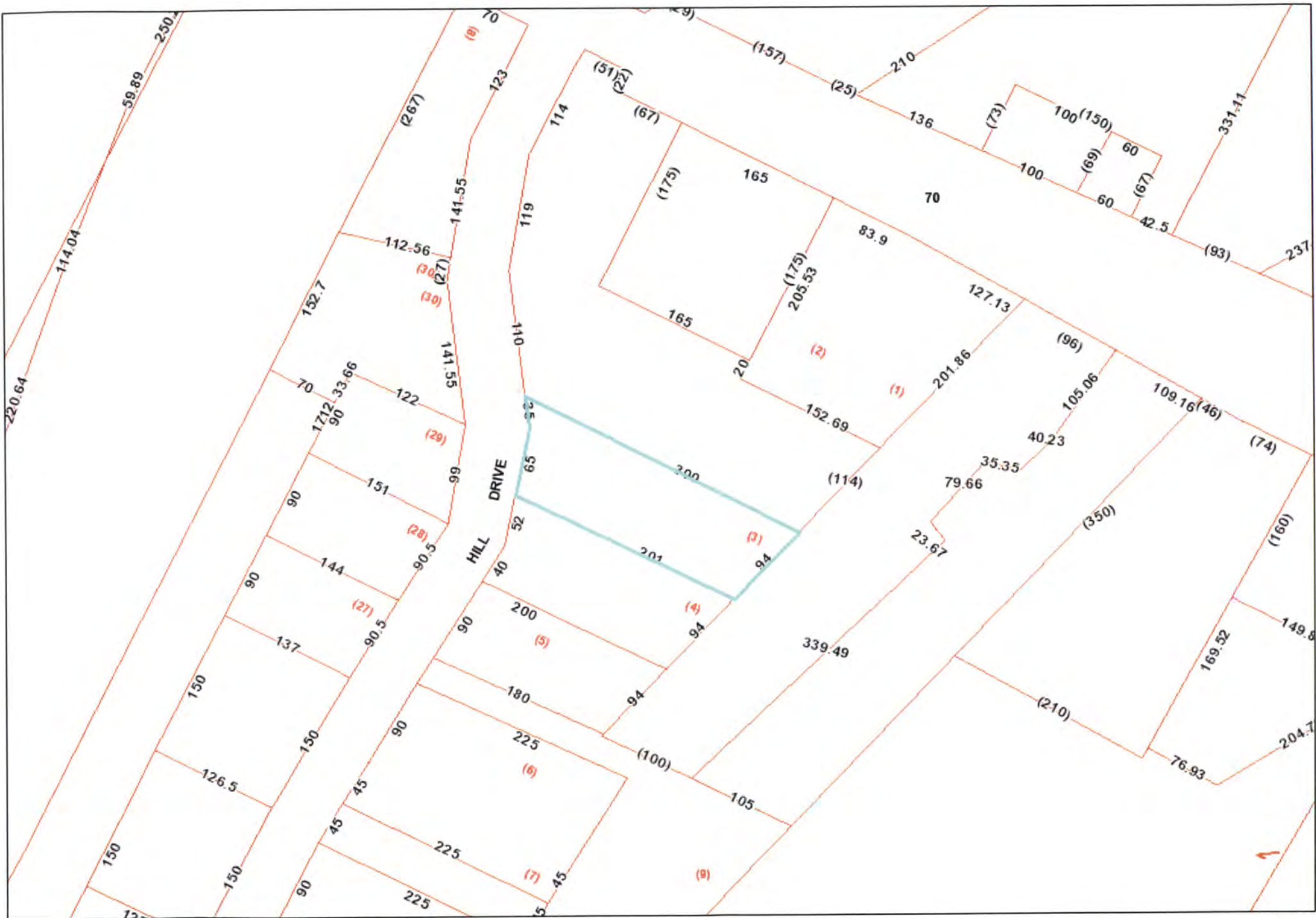
**Assessed Acreage :** 0.544      **Calculated Acreage :** 0.540  
**Deed Reference :** 3569-0533      **Recorded Date :** 5 3 2019  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$15,000      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$15,000  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** VACANT-RESIDENTIAL TRACT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/3/2019	GARDNER, JOHNNIE R & LAURA PADILLA	CRAVEN COUNTY & NEW BERN-CITY OF	MULTI-PARCEL- SALE*	\$19,500

### List of Improvements to Site

No improvements listed for this parcel



# Craven County GIS 115 Hillmont Dr

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes Printed on February 17, 2021 at 4 47 19 PM



1 inch = 122 feet





ESTIMATE OF DIVISION OF PROCEEDS

Property: 115 Hillmont Road (Parcel No. 8-219-006)

Offer Amount			\$	7,500.00
Less: Reimb to City for publication of notice of offer (approx)	\$	205.00		
Balance			\$	7,295.00
County cost reimbursement	\$	1,274.94		
City cost reimbursement	\$	553.42	\$	1,828.36
Remaining Balance			\$	5,466.64
County Taxes at Foreclosure	\$	2,476.84	54.521%	\$ 2,980.44
City Taxes/Priority Liens at Foreclosure	\$	2,066.11	45.479%	\$ 2,486.20
Total Taxes	\$	4,542.95		
County Total	\$	4,255.38		
City Total	\$	3,244.62		

115 Hillmont Road  
Tax Parcel ID 8-219-006



Center of lot



Right edge of lot

**115 Hillmont Road**  
**Tax Parcel ID 8-219-006**



Left edge of lot

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution for Street Lighting Request for Evergreen Lane.

<b>Date of Meeting:</b> March 9, 2021	<b>Ward # if applicable:</b> 6
<b>Department:</b> Public Utilities	<b>Person Submitting Item:</b> Charles Bauschard
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Customer has requested streetlights on Evergreen Lane
<b>Actions Needed by Board:</b>	Approval of Request
<b>Backup Attached:</b>	Memo, Resolution, Street Lighting Request Form, Cost Analysis and location map

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

<b>Cost of Agenda Item:</b> Electric \$2497.98 Public Works \$20.28/mo
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:** N/A



**NEW BERN**  
CITY OF NEW BERN

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

**Aldermen**

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

Dana E. Outlaw  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary Hogan  
Director of Finance

TO: Mark Stephens, City Manager  
FROM: Charles Bauschard, Director of Public Utilities  
DATE: February 24, 2021  
SUBJECT: Request for Additional Street Lighting from Resident

Background Information:

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

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

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlights on Evergreen Lane.

## RESOLUTION

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

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

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

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Department of Public Utilities and Public Works for additional street lighting infrastructures in the area of Evergreen Lane.

ADOPTED THIS 9th DAY OF MARCH 2021.

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DANA E. OUTLAW, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

# Street Lighting Request Form

REQ #

Customer Name:

Customer Address:

Phone Number of Requestor:

Area of Request:

(Street address, intersection, general description, etc)

Pole # (if known):

Sent to Police Department Date:

Police Recommendations:

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

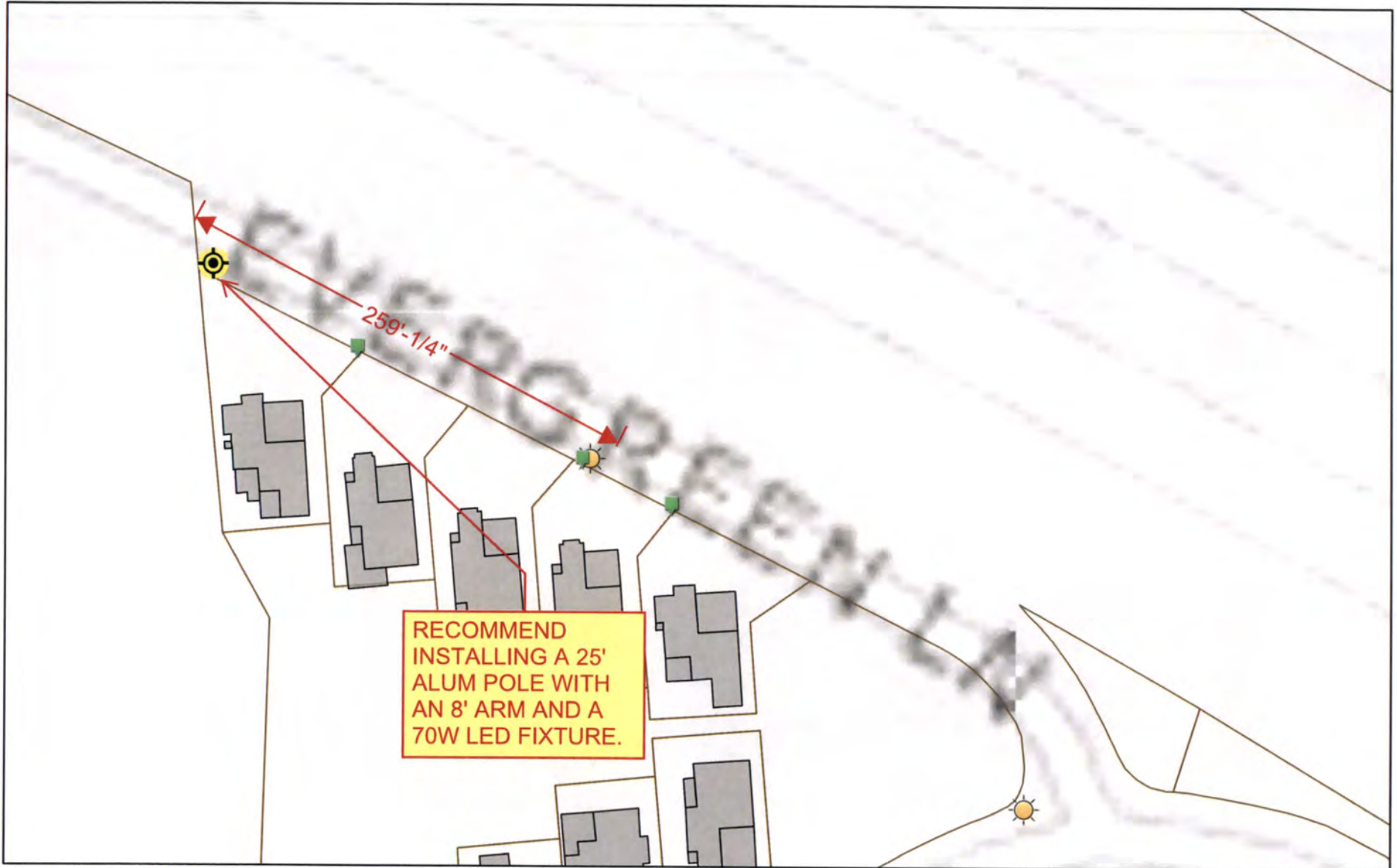
Electric Department Engineer:

Evaluations Results/Recommendation:

Estimated Cost to Electric Department:

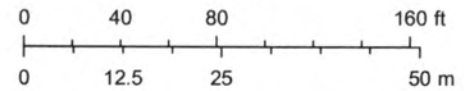
Estimated Cost to Public Works:

# REQ 113 Evergreen Ln



2/17/2021, 9:11:53 AM

1:1,128



State of North Carolina DOT



# NEW BERN ELECTRIC

DATE:2/17/21

REQ 113

CUSTOMER:Ms. Flanagan

LOCATION:Evergreen Ln

LABOR	QUANTITY	REG. HRS	OT HRS	RATE*	TOTALS
Crew Leader	1	5	0	\$ 52.00	\$ 260.00
2nd Class	1	5	0	\$ 40.74	\$ 203.70
Groundworker	1	5	0	\$ 31.92	\$ 159.60
					<b>TOTAL \$ 623.30</b>

EQUIPMENT	QUANTITY	HOURS	RATE*	TOTALS
Line Truck	1	5	\$ 87.80	\$ 439.00
Material Truck	1	5	\$ 21.10	\$ 105.50
Boring Machine	1	5	\$ 41.04	\$ 205.20
Equipment Trailer	1	5	\$ 16.71	\$ 83.55
				<b>TOTAL \$ 833.25</b>

MATERIAL	QUANTITY	PRICE	TOTAL
25' Alum Pole with 8' arm	1	\$ 657.00	\$ 657.00
70W LED Fixture	1	\$ 166.43	\$ 166.43
Photocell	1	\$ 14.32	\$ 14.32
1.25" flex	100	\$ 0.56	\$ 56.00
#10 uf	100	\$ 0.53	\$ 53.00
			<b>TOTAL \$ 946.75</b>

<b>SUB TOTAL</b>	\$ 2,403.30
<b>10%TAX</b>	\$ 94.68
<b>TOTAL JOB</b>	\$ 2,497.98

\*Labor Rates are based on hourly rates + benefits.

\*Equipment rates are based on FEMA's 2019 Schedule of Equipment Rates

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Adopt Resolution Approving Water and Sewer Use Agreement with Goshen Medical Center, Inc.

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b>
<b>Department:</b> Public Utilities – Water Resources	<b>Person Submitting Item:</b> Jordan Hughes
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Standard water and sewer use agreement that is required when service is requested for a property that is currently located outside of the New Bern municipal limits.
<b>Actions Needed by Board:</b>	Adopt Resolution Approving Water and Sewer Use Agreement with Goshen Medical Center, Inc.
<b>Backup Attached:</b>	Memo from Jordan Hughes, copy of Water and Sewer Use Agreement and draft resolution for approving the Agreement.

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

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

**Additional Notes:**



**NEW BERN**

NORTH CAROLINA

Department of Public Utilities

Water Resources

527 NC Highway 55 West, P.O. Box 1129

New Bern, NC 28563

(252) 639-7526

## **MEMORANDUM**

**TO:** Mayor and Board of Aldermen  
**FROM:** Jordan B. Hughes P.E., City Engineer  
**DATE:** February 24, 2021

**SUBJECT: Recommendation to Approve Water and Sewer Use Agreement  
With Goshen Medical Center, Inc.**

### **Background Information:**

Goshen Medical Center, Inc. is proposing to develop a new medical facility on a vacant 2.66 acre property located on Highway 17 South, directly across from Trent Creek Road, which is currently outside of the New Bern municipal limits. The proposed development will have a calculated average daily water and sewer demand of 2,500 gallons per day (GPD). To facilitate the proposed development, a standard water connection can be made on the City's existing infrastructure and sewer service can be provided with a short sewer main extension.

Per Section 74-74 of the City of New Bern Code of Ordinances, any proposed connection for service located outside of the New Bern municipal limits requesting water and sewer capacity shall be required to enter into a written water and sewer use agreement with the City. The purpose of this agreement is to formally outline the roles and responsibilities of both, the City and the owners in establishing service for the proposed project.

### **Recommendation:**

The water and sewer use agreement for this project has been prepared by City Attorney and executed by the owners. In order to allow the developer to proceed with the proposed construction, City Staff is recommending the Board of Aldermen approve the enclosed water and sewer use agreement.

Attached please find a copy of the water and sewer use agreement and a draft resolution for approving the agreement.

Please contact me if there are any questions or if additional information should be required.

*Everything comes together here.*

**RESOLUTION**

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

That the Agreement dated March 9, 2021 by and between the City of New Bern and Goshen Medical Center, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 9<sup>th</sup> DAY OF MARCH 2021.

\_\_\_\_\_  
DANA E. OUTLAW, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

**NORTH CAROLINA**

**CRAVEN COUNTY**

**AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 9<sup>th</sup> day of March, 2021 by and between the CITY OF NEW BERN, a North Carolina municipal corporation (“City”), and GOSHEN MEDICAL CENTER., INC. a North Carolina 501C3 Not for profit Corporation (“Developer”).

**WITNESSETH:**

THAT WHEREAS, Developer owns a tract or parcel of land located within in Craven County, North Carolina, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Developer intends to develop the Property as a commercial development requiring permitted sewerage treatment capacity at full build out of approximately 2,500 gallons per day; and

WHEREAS, Developer desires to annex the Property into the City, and to connect to the City Water System and City Sewer System so that the City might provide such services to the Property, subject to certain terms and conditions contained herein; and

WHEREAS, the City and Developer have reached an agreement with respect to said provision of such utility services to the Property and wish to reduce said agreement to writing.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the City and Developer as follows:

**1. Definitions**

1.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1.1. “Agreement” – means this Agreement between Developer and the City.

1.1.2. “Developer” – means Goshen Medical Center Inc. a North Carolina 501C3 Not-For-Profit Corporation.

1.1.3. “Force Majeure” – means any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party’s control without its fault or negligence, including, but not limited to acts of god, government restrictions (including the denial or cancellation of any license or permit), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

1.1.4. “City” – means the City of New Bern, a municipal corporation duly established and existing pursuant to the laws of the State of North Carolina.

1.1.5. “Property” – means the real property owned by Developer located in Craven County, North Carolina, more specifically described on Exhibit A attached hereto and incorporated herein by reference.

1.1.6. “Property Sewer System” – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage and other wastewater from residences, commercial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.7. “Property Water System” – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water to residences, industrial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.8. “Property Systems” – means the Property Sewer System and the Property Water System.

1.1.9. “City Sewer System” – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage that are owned and maintained by the City of New Bern.

1.1.10. "City Water System" – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water that are owned and maintained by the City of New Bern.

1.1.11. "City Systems" – means the City Sewer System and the City Water System.

1.1.12. "Connection Location" – means the specific location and configuration as identified by the City, where the Developer shall cause for the Property Systems to be connected to the City Systems.

1.1.13. "NCDEQ" – means the North Carolina Department of Environmental Quality.

## **2. City Obligations**

2.1. The City shall provide sewer and water service to the Property in an amount not to exceed 2,500 gallons per day (average monthly flow) of permitted water and sewer flow.

2.2. The City's obligation herein to provide sewer service to the Property is solely based upon permitted sewer flow, and not actual sewer flow. Additionally, the City's obligation to provide water and sewer service to the Property does not constitute a transfer or sale of the City's water or sewer treatment capacity to Developer. Developer shall have no ownership interest in the City's water or sewer treatment capacity, other than Developer's contract rights established herein, nor will Developer have any claim, interest or contract right to any remaining unused permitted water or sewer flow at the completion of the Developer's project, or any additional sewer flow resulting from the conversion of the permitted sewer flow to actual sewer flow. The Developer shall have the right to sell portions of the Property and to assign portions of the water and sewer treatment capacity granted hereunder along with such transfer of an interest in all or any portion of the Property, but no water or sewer treatment capacity granted hereunder may be transferred or assigned by Developer without a transfer of an interest in all or a portion of the Property.

2.3. The City shall allow for the connection of the Property Systems to the City Systems at the Connection Locations as identified below:

2.3.1 The Connection Location for water shall be a standard water service connection on the City's existing water main located along U.S. Highway 17 – Dr. M.L. King Jr. Boulevard.

2.3.2 The Connection Location for sewer shall be a standard sewer service connection along U.S. Highway 17 – Dr. M.L. King Jr. Boulevard on a proposed sewer main extension that will be installed as part of the Property Sewer System.

2.4. The City shall have no obligation to pay for, fund, or finance any portion of the construction of the Property Systems.

2.5. Upon completion of each phase of construction of the Property Systems, Developer shall provide an engineer's certification that such phase is completely constructed to plan specifications and ready for use. Subsequent thereto, the City shall accept and own the same as part of the City Water System or City Sewer System as the case may be, consistent with the rules and regulations established in the Chapter 74 entitled "Utilities" of the Code of Ordinances of the City of New Bern.

2.6. The City represents and warrants that it shall reserve and guarantee sufficient water and sewer collection and treatment capacity to fulfill its obligations established herein pursuant to the terms and conditions contained herein, SUBJECT ALWAYS to a force majeure, and the rights of the State of North Carolina, or any agency or department thereof, to restrict or preclude the City's ability to comply with its obligations hereunder. In the event of a force majeure, or any limitation or moratorium imposed on the City by the State of North Carolina or any agency or department thereof that limits or precludes the City's ability to comply with its obligations hereunder, the City shall use reasonable efforts and proceed in good faith to cure its inability to comply with the terms of this Agreement as promptly as reasonably possible.

2.7. The City reserves the right to require the Developer to increase the size and/or capacity of any component of the Property Systems, or any component required to connect the Property Systems to the City Systems, up until that date which is sixty (60) days from the execution of this Agreement. Should the City make such a request to the Developer pursuant to this Section 2.6, the Developer shall bid the construction for such work as the Developer originally proposed, AND as the City proposes. The City shall reimburse the Developer an amount equal to the City-required alternate bid less the Developer's original bid within thirty (30) days of the date of the City's acceptance of the work completed under such contract.

2.8. It is specifically understood and agreed between the Parties that every obligation assumed herein by the City is subject to the limitation "to the extent that it may legally do so."



### **3. Developer Obligations**

3.1 Prior to performing any land disturbing activities on the Property, the Developer shall petition the Board of Alderman of the City of New for annexation of the Property. This action shall be performed by the Developer prior to obtaining a City of New Bern building permit and/or a City of New Bern sewer availability letter.

3.2. Developer shall construct the Property Systems, or cause the same to be constructed, at its sole expense. After the Property Systems or any phase thereof is certified completed and ready for use, Developer shall convey the same to the City, together with necessarily related real property, utility easements and related facilities as are required by the City Code, free and clear of liens or encumbrances of any nature.

3.3. Developer understands and agrees that all water and sewer users within the Property will pay user rates, user system development fees, user connection fees, and any other applicable fees and charges established in the City Code as are established and fixed from time to time by the Board of Aldermen. Developer further understands and agrees that all water and sewer users within the Property will become City water and sewer customers subject to all of the rules and regulations applicable to City water and sewer customers as the same are established and fixed from time to time by the Board of Alderman of the City.

3.4. Developer understands and agrees that the Property Sewer System must be designed, permitted as necessary, certified completed and ready for use within five (5) years of the effective date of the Agreement. The City shall extend the construction term for any remaining uncompleted phase of the Property Sewer System if (i) the Developer pays the sewer system development fees in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum sewer charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The sewer charges shall be the then existing fees as outlined in the sewer rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Sewer System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with

the expiration of, or reapplication for, any NCDEQ sewer permit that expires. The intent and purpose of this Section 3.4 is to provide the Developer with an opportunity to pay the City sewer system development fees, or pay on a monthly basis for wastewater treatment flow system capacity that is required by this Section 3.4 but not yet constructed in order to avoid losing the City's commitment to provide sewer service to Property beyond the phases that are permitted and constructed.

3.5. Developer understands and agrees that the Property Water System must be designed, permitted as necessary, certified completed and ready for use within five (5) years of the effective date of the Agreement. The City shall extend the construction term for any remaining uncompleted phase of the Property Sewer System if (i) the Developer pays the water system development fees in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum water charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The water charges shall be the then existing fees as outlined in the water rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Water System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDEQ water permit that expires. The intent and purpose of this Section 3.5 is to provide the Developer with an opportunity to pay the City water system development fees, or pay on a monthly basis for water treatment system capacity that is required by this Section 3.5 but not yet constructed in order to avoid losing the City's commitment to provide sewer service to Property beyond the phases that are permitted and constructed.

#### **4. Miscellaneous**

4.1. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement

that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.2. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

4.3. This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

4.4. This Agreement shall be governed in accordance with the laws of the State of North Carolina.

4.5. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

4.6. This Agreement may not be modified or amended except by subsequent written agreement authorized and executed by each party.

4.7. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

4.8. Developer may not assign this Agreement without the express written consent of the City. Notwithstanding anything to the contrary in the foregoing, the Developer may assign all or any portion of the sewer capacity allocation granted herein, along with a transfer of all or any portion of the Property, but not separate and apart from such a transfer, without the prior written consent of City.

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and Developer has executed or caused this document to be executed by them, all as of the day and year first above written.

**CITY OF NEW BERN**

By: \_\_\_\_\_  
DANA E. OUTLAW, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

(CORPORATE SEAL)

**GOSHEN MEDICAL CENTER INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

NORTH CAROLINA  
CRAVEN COUNTY

I, \_\_\_\_\_, a notary public in and for said county and state, do hereby certify that on the \_\_\_ day of March 2021, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of March 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

NORTH CAROLINA  
CRAVEN COUNTY

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me personally appeared \_\_\_\_\_ with whom I am personally acquainted, who, being by me duly sworn, says he/she is \_\_\_\_\_ (title) of Goshen Medical Center, Inc., and that he/she, as \_\_\_\_\_ (title), being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

EXHIBIT A

**Craven County Tax Parcels: 8-206-132 & 8-206-133**

Lying and being situate in Craven County, North Carolina, and more particularly described as follows:

Being all of the certain tracts or parcels of land as the same is shown on the map dated March 19, 1986, prepared by Floyd L. Suit Jr., Professional Land Surveyor, and identified by the following legend: "PLAN OF WHITE TRACT WEST". This map is of record in Map Book-D, Slide-650, Craven County Registry, and further reference is hereby made to this map for a more complete and accurate description of this property.

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

2021 VW NC Dept. of Environmental Quality (DEQ) Grant Contract

<b>Date of Meeting:</b> March 9, 2021	<b>Ward # if applicable:</b> N/A
<b>Department:</b> Public Utilities	<b>Person Submitting Item:</b> Charles Bauschard
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	To enter into Financial Assistance Agreement with NCDEQ for VW Fast Charge Grant.
<b>Actions Needed by Board:</b>	Approval of Request
<b>Backup Attached:</b>	Memo, location map, Email from Finance Director, Email from City Attorney, Resolution, NCDEQ Financial Assistance Agreement,

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

<b>Cost of Agenda Item:</b> \$32,825.68; staff, labor and stock materials
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:** Grant is in the amount of \$128,715.96 and requires matching funds in the amount of \$32,825.68. Funds will be used to install two (2) DC Fast type electric car chargers in downtown New Bern.



**NEW BERN**  
CITY OF NEW BERN

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

**Aldermen**

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

Dana E. Outlaw  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary Hogan  
Director of Finance

**TO:** Mayor Outlaw, Board of Aldermen  
**FROM:** Charles Bauschard, Director of Public Utilities  
**DATE:** February 23, 2021  
**SUBJECT:** 2021 VW NCDEQ Grant Contract

In 2020, City of New Bern Public Utilities submitted a grant application for the Volkswagen DC Fast Charger grant through the North Carolina Department of Environmental Quality (NCDEQ).

This grant is the result of a settlement between Volkswagen and the US Federal Government, who is distributing these funds through NCDEQ. These funds will be used to install two (2) electric car "fast" charging devices in downtown New Bern; a location map is provided. In February, we received official notification that the grant had been awarded in the amount of \$128,715.96. This grant requires matching funds of up to \$32,825.68 from the City of New Bern. Matching contributions will be in the form of staff labor and materials; all of which have been budgeted within electric operating funds.

It is recommended that the Board of Aldermen consider entering into the Financial Assistance Agreement and adopt a supporting resolution.

Please let me know if you have any questions.



**RESOLUTION**

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

That the contract for the 2021 Financial Assistance Agreement by and between NC Department of Environmental Quality and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 9<sup>TH</sup> DAY OF MARCH 2021.

---

DANA E. OUTLAW, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

APPLICANT'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*\_\*\*\*0235

**North Carolina Department of Environmental Quality  
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this **February 12, 2021** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CITY OF NEW BERN** (the "Applicant"<sup>1</sup>).

- 1. Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Applicant understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2. Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
  - a. State's General Terms and Conditions (Attachment A)
  - b. Department's Request for Proposal ("RFP") (Attachment B)
  - c. Applicant's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
  - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
  - e. APPLICANT'S Conflict of Interest Policy (Attachment E)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

- 3. Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4. Contract Period.** This Agreement shall be effective from **February 12, 2021** to **February 12, 2023**, inclusive of those dates.
- 5. Applicant's Duties.** As a condition of the grant award, the Applicant agrees to:
  - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Applicant. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department’s Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subApplicant who receives as a subaward or subgrant any portion of the award funds made available to the Applicant hereunder.
- i. Take reasonable measures to ensure that any subApplicant (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Applicant to comply with such terms, conditions, restrictions and requirements.

**6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

**7. Department’s Duties.** The Department shall pay the Applicant in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

**8. Total Award Amount.** The total amount of award funds paid by the Department to the Applicant under this Agreement shall not exceed **ONE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND NINETY-SIX CENTS (\$128,715.96)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Receipts	VW-DC FAST PROGRAM	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$128,715.96	1602	536989	2350-3505

*Applicant Matching Information:*

- a. There are no matching requirements from the Applicant.
- b. There are no matching requirements from the Applicant; however, the Applicant has committed the following match to this project:

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

- c. The Applicant's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$32,825.68
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Applicant is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$161,541.64**

**9. Invoice and Payment.** The award funds shall be disbursed to the Applicant in accordance with the following provisions:

- a. The Department shall reimburse the Applicant for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

**10. Applicant's Fiscal Year.** The Applicant represents that its fiscal year is from July 1 to June 30.

**11. Availability of Funds.** The Applicant understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

**12. Reversion of Unexpended Funds.** The Applicant understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

**13. Supplantation of Expenditure of Public Funds.** The Applicant understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Applicant would otherwise expend to carry out the project or services described in the Award Proposal.

**14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Applicant Contract Administrator	Department's Contract Administrator
Samuel Batton City of New Bern P.O. Box 1129 New Bern, NC 28562 Telephone: (252) 639-2824 Email: battons@newbernnc.gov	Dave Willis Department of Environmental and Natural Air Quality 1641 Mail Service Center Raleigh, NC 27604 Telephone: 919-733-1482 Email: dave.willis@ncdenr.gov

15. **Assignment.** The Applicant may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Applicant understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Applicant shall be contracted without prior written approval from the Department.
  - b. In the event the Applicant or any subrecipient of the Applicant contracts for any of the work to be performed hereunder, the Applicant shall not be relieved of any duties or responsibilities herein set forth.
  - c. The Applicant shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
17. **Subawards.** The Applicant understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Applicant of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Applicant shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Applicant agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Applicant receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Applicant understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Applicant

agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Applicant represents that it and each of its subApplicants, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CITY OF NEW BERN

NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

By \_\_\_\_\_  
Applicant's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

Dana E. Outlaw, Mayor  
\_\_\_\_\_  
Printed Name and Title

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

City of New Bern  
\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts  
\_\_\_\_\_  
Division/Section

ATTEST:

**ORIGINAL**

\_\_\_\_\_  
Brenda E. Blanco, City Clerk

( CITY SEAL )

General Terms and Conditions  
Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2); a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15). A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

#### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards; and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

#### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Automobile Liability Insurance,** to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage, \$500,000.00 uninsured/under insured motorist, and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at



all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

#### Default and Termination

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein, or for each full day of services performance where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

#### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

#### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

#### Confidentiality

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

#### Oversight

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years.

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

#### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14, and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist, (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989, and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who

- (1) have a contract with a governmental agency, or
- (2) have performed under such a contract within the past year, or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**DC Fast Infrastructure Program RFP**

Download the RFP <https://files.nc.gov/ncdeq/Air%20Quality/motor/grants/files/VW/North-Carolina-Volkswagen-Settlement-ZEV-DC-Fast-Charging-RFP-Phase-1-061719.pdf>

## **Programmatic Conditions**

### **FY2019 Phase I VW Zero Emission Vehicle Infrastructure Programmatic Reporting Conditions**

The recipient agrees to comply with the FY2019 VW Zero Emission Vehicle Infrastructure Programmatic Terms and Conditions available at:

<https://files.nc.gov/ncdeq/Air%20Quality/motor/grants/files/VW/North-Carolina-Volkswagen-Settlement-ZEV-DC-Fast-Charging-RFP-Phase-I-061719.pdf>

The reporting requirements below supersedes the reporting requirements in the FY2019 VW Zero Emission Vehicle Infrastructure Program RFP.

### **GRANT-SPECIFIC PROGRAMMATIC REPORTING CONDITIONS**

The following conditions have been added:

#### **A. Quarterly Reporting Requirement**

All project award recipients will be required to submit quarterly reports on the status of their project to NC DEQ until the final project report is submitted. Quarterly reports will be submitted to NC DEQ within 14 days after the end of each quarter. Reporting quarters end March 31, June 30, September 30, and December 31. Failure to submit required reports will result in NC DEQ suspending the acceptance of any new applications from the applicant. A template for the semiannual report will be provided on the website, <https://deq.nc.gov/vw-settlement/forms>.

#### **B. Annual Electric Vehicle Charging Infrastructure Usage Reporting Requirement**

All electric vehicle charging infrastructure funding recipients (DC Fast and Level 2 Programs) are required to submit electric vehicle supply equipment (EVSE) usage data to NC DEQ for the previous 12 months on January 30<sup>th</sup> of each consecutive year for a five-year period after installation of the charging station(s). Annual reports will be submitted to NC DEQ by January 30<sup>th</sup> each year for five years. Acceptance of new applications from the recipient will be suspended if reporting requirements are not met. Once the funding recipient corrects the failure to submit reports the suspensions will be lifted.

The usage data submitted to NC DEQ will identify the previous 12 months of EVSE utilization data. The annual reports must include but is not limited to the following information for each EVSE:

- Location information: site name, EVSE ID number, address, city, zip, county,
- Number of charging events,
- Energy Consumed (average per session and annual total),
- Percent time with EV connected and

- Percent downtime (time when station is unavailable due to routine maintenance or repair).

The EV Utilization Annual Report template is available on the NC VW Settlement webpage, <https://deq.nc.gov/vw-settlement/forms>. The report submittal shall be in either CSV or XLS format. These reports must be uploaded as an attachment in the DAQ Grants Management System for your application. NC DEQ will notify voucher recipients of changes to the annual report template submittal process 90 days prior to the required submittal.

### **C. Final Report Requirements**

A final project report will include a narrative summary of the project or activity, project results (outputs and outcomes) including final emissions benefit calculations, and the successes and lessons learned for the entire project.

For projects involving vehicle/engine/equipment replacement or repower the recipient must provide in the final report:

- a. Evidence of appropriate vehicle/engine/equipment scrappage. Complete and include NC DAQ Form 001 Certificate of Destruction with required photographic evidence of vehicle(s) destruction.
- b. Photographic evidence of new vehicle/engine/equipment purchased. Complete and include NC DAQ Form 003 Certificate of Purchase with required photographic evidence of new vehicle(s).

A template for the final project report will be made available by NC DEQ on our webpage, <https://deq.nc.gov/vw-settlement/forms>.

**2019 North Carolina VW Settlement Program**  
*Phase 1 Zero Emission Vehicle Infrastructure Program*  
*DC Fast Charging Stations Application*

Please note applications are not considered confidential business information. All rebate applications and associated documentation are public record per North Carolina General Statutes §132-1, except for “confidential” or “trade secret” data as defined and classified in North Carolina General Statutes §66-152(3) and must be indicated as such by the applicant at the time of the initial rebate application submittal.

**Applicant Contact Information**

Project Title		NCID
New Bern Red Bear Lot		NCEC
Organization Name		Organization Tax Identification Number (TIN)
City of New Bern		56-6000235
Organization Mailing Address		
P.O. Box 1129		
City	State	Zip Code
New Bern	NC	28562
Authorized Representative Name		
Samuel Batton		
Authorized Representative E-mail Address		Authorized Representative Phone Number
battons@newbernc.gov		(252) 639-2824
Project Manager Name (primary contact)		
Philip Bisesi		
Project Manager E-mail Address		Project Manager Phone Number
pbisesi@electrictobes.org		(919) 760-6295
Financial Contact Name		
Lon Mulican		
Financial Contact E-mail Address		Financial Contact Phone Number
mulicanl@newbernc.gov		(252) 639-2715

**Project Details**

Eligible Applicant Type	Vehicle/Equipment Type
Government	EV Infrastructure (EMA-9)



**Project Location** (where equipment will be installed and/or used)

Street Address		
100 Craven St.		
City	County	Zip Code
New Bern.	Craven	28580
GPS Coordinates (decimal degrees)		
Latitude (°N):	35 10389444	
Longitude (-°W):	-77 038936111	
Distance from interchange (miles)	6.6 mi	
Distance to closest DC Fast charging station	86 mi.	
Distance to amenities (retail or service establishments)	0.1 mi.	
	Hours of availability	Time of day
Accessibility to general public Yes	24-7	24-7
Water and Restrooms No	None	None
Lighting for safety Yes	Dusk until dawn	Dusk until dawn

**Charging Equipment Information (complete for each station in the project)**

Number of ports	2
Number of spaces	2
Manufacturer	ChargePoint
Model	CPE250
Charging Capacity in kW	63
Warranty Period (Years)	5

All charging stations at this location will (please see RFP for detailed requirements):

- 1 Be Payment Card Industry compliant to allow the use of a credit or debit card except where the site host is providing free. Stations may also offer additional payment methods including subscription methods, smart cards, or smart phone applications. Real-time pricing and fee information shall be displayed on the unit, payment screen or associated phone application.
2. Provide both CHAdeMO and SAE CCS charging protocol connectors.
- 3 Incorporate a cord management system.
4. Have a minimum 5-year warranty
- 5 Be certified through the NRTL program to demonstrate compliance with appropriate product safety test standards.
6. Labeled as required by North Carolina General Statutes Chapter 66 Article 4, NEC Section 625.5, and FCC compliant.
- 7 Make every effort to be ADA compliant.





**2019 North Carolina VW Settlement Program**  
*Phase 1 Zero Emission Vehicle Infrastructure Program*  
*DC Fast Charging Stations Application*

**Project Budget (DC) - please include an itemized budget as an attachment**

Budget Item	Total	Requested	Match	Other Funds	Other Details
Charging equipment cost	\$ 62,650.00	\$ 62,650.00	\$ 0.00	\$ 0.00	
Engineering and design costs	\$ 5,580.10	\$ 0.00	\$ 5,580.10	\$ 0.00	
Warranty (or maintenance) costs	\$ 31,000.00	\$ 31,000.00	\$ 0.00	\$ 0.00	
Other EVSE components (e.g. networking services)	\$ 7,576.00	\$ 7,576.00	\$ 0.00	\$ 0.00	
Capital costs (e.g. construction, parking facilities, etc.)	\$ 5,772.16	\$ 5,772.16	\$ 0.00	\$ 0.00	
Host site contract costs	\$ 0.00		\$ 0.00	\$ 0.00	
Electrical service upgrades (up to \$15,000 per charging station)	\$ 41,245.58	\$ 15,000.00	\$ 26,245.58	\$ 0.00	
Project management	\$ 7,417.80	\$ 6,417.80	\$ 1,000.00	\$ 0.00	
Other costs	\$ 300.00	\$ 300.00	\$ 0.00	\$ 0.00	
<b>Total Project Budget</b>	\$ 161,541.64	\$ 128,715.96	\$ 32,825.68	\$ 0.00	



**Project Details**(Questions 1-5 are required. The applications with "see attached" in lieu of complete applications will NOT be considered. Optional attachments should use the naming structure detailed in the Required Attachments section.)

1. Please provide a detailed description of the proposed project. Describe procurement, installation, activation/commissioning, testing and signage. Describe collaborations with interested utilities, local business, cities, counties or other entities. Describe sustainable business model for this project. Describe customer support service accessibility. Describe networking and networking security for both payment and data capture.

2966 out of 3000

The proposed project will install two ChargePoint CPE 250 DC fast charging units at the "Red Bear" public parking lot on Craven Street in front of the parking for the DoubleTree by Hilton and New Bern Grand Marina. Procurement will be through National Car Charging, one of four vendors awarded the State of NC Purchase and Contract Award 691A for Electric Vehicle Charging Equipment. ChargePoint is the desired vendor due to previous successful installation and use of their product by our Director of Utilities.

Installation, activation/commissioning, and testing will be provided by ChargePoint technicians after the City of New Bern installs a 150 kVA transformer and infrastructure to prepare the area for receiving the charging stations. Road signs will be added by the City of New Bern Public Works both directing people to the location of the station off nearby exits from Highway 70 and leading up to the site and at the site.

The location of the charge stations is ideal as it is under 2 miles from U.S. Highway 70 (ADT count via NCDOT is 56,000) one of the priority routes designated by NC Department of Environmental Quality, which is also future Interstate 42. This location is also prime for drawing customers to the nearby lodging, shopping, and restaurants downtown in the Historic District of New Bern. New Bern has undergone a sustainable downtown revitalization effort that the addition of DC fast charging stations would serve to enhance. These factors will draw customers to this station and help create a sustainable business model for this project. Customers will be billed at a competitive rate based on the City of New Bern's energy costs in consultation with the charging station supplier, ChargePoint.

Collaborations: As a municipal organization, New Bern is both an electric utility provider and a local government organization. In this way, it will be able to facilitate both the installation and promotion of the charging station. As an electric utility provider, New Bern will be able to prioritize the electric service upgrade and connection services necessary to install the charging stations. As a local government, it will be able to fulfill its role as a provider of infrastructure and will be able to promote the use of the charging stations through public service announcements by its public information officer.

ChargePoint will provide warranty and support services for both the units and customers paying for using the stations. Cellular network connectivity is built into the stations and there is adequate cellular coverage in the area to provide the wireless network capability for the stations to connect to the cloud-based station management service. Secure payment access is built into the station modules.

Networking and networking security will be provided by ChargePoint through their warranty and five year maintenance contract with the City of New Bern.

We will meet all signage requirements of the RFP.



2. Explain how this request fits into North Carolina's Beneficiary Mitigation Plan. 1124 out of 1316

This project increases the DC Fast Charging infrastructure in the state which helps promote the use of electric "zero emission vehicles." By increasing the number of locations to charge electric vehicles, and making the charging stations highly visible and easy to find, this will raise consumer awareness of charging station infrastructure and encourage adoption of electric vehicles.

The increase of the use electric zero emissions vehicles supports the goal of reducing NO<sub>x</sub> emissions, which is the primary goal of the the mitigation plan as a beneficiary state of the Volkswagen Settlement.

New Bern is along one of the priority highways, and specifically is an endpoint, as identified by NC DEQ in the Request for Proposals. From a historical and tourism perspective, New Bern would be considered a "point of interest" and as such, may enjoy more than average visibility from visitors to the area. This additional exposure of electric vehicle charging stations to tourists to the area will further educate and inform the public about the increasing number of electric vehicle charging facilities in the state.

3. What is the likelihood that the project will incentivize future indirect NO<sub>x</sub> and other emission reductions? 907 out of 1462

Any and all efforts to expand the charging infrastructure in North Carolina will serve to increase the visibility of an electric transportation system. The more common these sitings are for the general public, the more encouraged and curious they will be about the prospects of electric vehicles. This project will install a DC fast charging station in a prime location in a destination city in eastern North Carolina. This makes the station very attractive with potential for high exposure and use. If, in fact, this potential is realized, then additional charging stations would be installed to meet the growing demand. A high volume of customer use would constitute success of the project and would serve as a very strong incentive for the installation of more stations in the area and nearby cities. The likelihood of this is higher than other areas that may not be considered destination locations.



4. **Renewable Energy Certificates:** Please provide detailed plans for any use of any renewable energy certificates for powering the charging station and how the energy will be provided. Include a signed copy of the agreement.

673 out of 731

ElectriCities of North Carolina will be purchasing Renewable Energy Certificates (REC) on behalf of its members that will be applying for grants for DC fast charging stations. The RECs will be generic RECS purchased through the NCRETS system that ElectriCities has purchased its RECs for compliance with Senate Bill 3, or the Renewable and Energy Efficiency Portfolio Act, since 2009. The specific amount of RECs for this city will be estimated by a formula generated by ChargePoint for NCDEQ. A letter from Andrew Fusco, ElectriCities Vice President of Planning and Member Services, spelling out the estimated purchases for all members is attached to this application.

5. **Project Feasibility:** Provide a description of how you as the applicant have the necessary technical, managerial, procurement, and financial capability and experience to execute on your proposed project.

549 out of 731

The City of New Bern prides itself on having a very knowledgeable and capable in-house service and installation crew. The City of New Bern does all their own overhead and underground electric utility service installation and maintenance, as well as their own tree-trimming services and very rarely has to hire contractors for assistance. The City of New Bern, more than many other municipalities in eastern North Carolina is well equipped and ready to handle the work necessary to install the infrastructure needed for a DC fast charger in the city.

6. **Use this space for any additional information that you believe will assist in evaluating the project. (optional)**

678 out of 731

The infrastructure upgrade required for the installation of the two chargers at the designated location allows for the easy upgrade of the transformer and additional cable to be installed when needed for the future installation of more charging stations. The parking lot has several stations available for use as potential charging station locations. Also, the stations that are being installed have a software upgrade capability to increase their power up to 62.5 kW from 50 kW for future power demand needs without upgrading the charging stations. The infrastructure installed is ready to handle this upgrade when needed. This provides a level of built-in future proofing.



**Certification**

The undersigned is an official authorized to represent the applicant. The person signing this document must have the authority to legally bind the applicant or be the designated fiscal agent.

*I certify that all proposed activities will be carried out; that all money received will be utilized solely for the purposes for which it is intended; that records documenting the planning process and implementation will be maintained and submitted when requested, and DEQ is hereby granted access to inspect project sites and/or records. It is understood that if this project is selected a contract with DEQ will be executed.*

Print Name of Authorized Representative Samuel H. Batton	Title Staff Engineer
Signature of Authorized Representative Samuel H. Batton	Date 10/14/2019

**Required Attachments**

For each location please attach the following documents with the filenames using your organization name and project title as indicated in parentheses as indicated in parentheses. If the filenames are other than provided in parentheses, the application will be returned for corrections.

1. Attach a copy of the host site work-plan and name the file with your organization name and project title as follows: **{organization\_name}\_{project\_title}\_ZEVDcFast\_workplan.pdf**.
2. Any nonprofit applicants required to obtain a Charitable Solicitation License from the North Carolina Department of the Secretary of State must provide a copy of the license and name the file with your organization name and project title as follows: **{organization\_name}\_{project\_title}\_ZEVDcFast\_nonprofit\_license.pdf**.
3. Applicants using renewable energy credits must include a signed copy of the agreement with the local utility documenting the percent of renewable energy purchased for each station or other documentation agreed upon with NCDEQ and name the file with your organization name and project title as follows: **{organization\_name}\_{project\_title}\_ZEVDcFast\_REC.pdf**.
4. Attach your itemized budget for the project and name the file with your organization name and project title as follows: **{organization\_name}\_{project\_title}\_ZEVDcFast\_budget.pdf**
5. Optional attachments should be named to include your organization name, project title, general description as follows: **{organization\_name}\_{project\_title}\_ZEVDcFast\_support.pdf**.

Save this file and rename to include your organization name and project title as follows:  
**{organization\_name}\_{project\_title}\_ZEVDcFast\_application.pdf**.

**All files and any additional supporting documentation must be emailed to: [svc.NCVWApplication@ncdenr.gov](mailto:svc.NCVWApplication@ncdenr.gov) no later than 5:00 p.m. Eastern Time on September 30, 2019.**

NCDEQ Internal Use Only

Receipt Date and Time: \_\_\_\_\_  
Application ID: \_\_\_\_\_  
Assigned to: \_\_\_\_\_





NORTH CAROLINA  
Environmental Quality

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

July 24, 2020

Samuel Batton  
ElectriCities of NC  
P.O. Box 1129  
New Bern NC 28562  
Application Number: DCP0011  
DAQ Grant Management System Number: 1000009751

Dear Samuel Batton,

I am pleased to inform you that the North Carolina Department of Environmental Quality is awarding your proposed Volkswagen Settlement DC Fast ZEV Infrastructure Program project in the amount of \$128,715.96. We are excited about your project entitled New Bern Red Bear Lot.

Project Details:

<b>Project Location</b>	New Bern Red Bear Lot 100 Craven St., New Bern, NC 28560	
<b>Number of Ports</b>	<b>Charging kW</b>	<b>Number of Parking Spaces</b>
2	62	2

Thank you for your interest in reducing emissions in North Carolina. We look forward to working with you on this worthwhile endeavor and receiving reports on the success of this project so that we may learn how to best use funding in future phases.

Dave Willis from my staff will contact you once the VW funds have been distributed to DAQ to begin the State contract process. **Please do not start any work on this project until there is a fully executed (signed by representatives of both organizations) contract in place.** We cannot reimburse for work performed or items purchased before a contract is in place. Should you have any questions or need further information, you may contact Dave Willis via telephone at 919-733-1482 or email at [dave.willis@ncdenr.gov](mailto:dave.willis@ncdenr.gov).



North Carolina Department of Environmental Quality  
117 West Lynn Street - 8403 Mail Service Center - Raleigh, North Carolina 27699-8403  
704.733.8800

Samuel Batton  
ElectriCities of NC  
Page 2

**Applicants must log into the NC DAQ Grant Management System to view application and claim status, submit invoices and documents for reimbursement. Completed Access Authorization Forms (attached) for your organization must be returned with your acceptance of this award.**

Sincerely,



Michael S. Regan, Secretary  
Department of Environmental Quality

MSR/WDW

Enclosures

cc: Dave Willis



North Carolina Department of Environmental Quality  
217 West Jones Street | 16th Mall Service Lobby | Raleigh, North Carolina 27603  
919 733 9400

ElectriCities of NC  
P.O. Box 1129  
New Bern NC 28562  
Application Number: DCP0011  
DAQ Grant Management System Number: 1000009751

Please check the corresponding box if you accept or decline the award. Email a signed and dated copy to [ncvwaapplications@ncdeq.gov](mailto:ncvwaapplications@ncdeq.gov) within 15 business days of letter receipt. If NCDEQ does not receive your acceptance of the award within that time, your award will be forfeited. This acceptance is non-binding until such time as the contract is fully executed.

Accept

Decline

Mark Stephens, City Manager; City of New Bern, NC

\_\_\_\_\_  
Authorized Representative Name

8/17/20  
\_\_\_\_\_  
Date

Please include completed Access Authorization Forms (attached) for your organization. Each organization is allowed up to 3 authorized users.



North Carolina Department of Environmental Quality  
215 West Jones Street | 10th Mail Service Center | Raleigh, North Carolina 27609-4400  
919.717.6600



ROY COOPER  
*Governor*  
MICHAEL S. REGAN  
*Secretary*  
MICHAEL ABRACZINSKAS  
*Director*



NORTH CAROLINA  
*Environmental Quality*

September 14, 2020

Samuel Batton  
City of New Bern  
P.O. Box 1129  
New Bern, NC 28562  
Application Number: DCP0011  
DAQ Grant Management System Number: 1000009751

Dear Samuel Batton:

Congratulations on your NC Volkswagen Settlement Phase 1 award! We are excited about your [Project Name] project and our team will spend the next months to process your contract. Please remember, **DO NOT START YOUR PROJECT UNTIL A FULLY EXECUTED CONTRACT IS IN PLACE.** This means it must be signed by the authorized representative from your organization and by NC DEQ.

Using the information provided in your application, we have determined the cost share percentage you will be obligated to contribute to your project. Your cost share is determined from the total project cost and the amount of voluntary or involuntary matching funds you included on your application.

The cost share amount for application DCP0011/1000009751 is shown below:

Total Project Cost	Applicant Matching Funds	Other Matching Funds	VW Awarded Amount	Applicant Cost Share Percentage	VW Program Cost Share Percentage
\$161,541.64	\$32,825.68	\$0.00	\$128,715.96	20.3%	79.7%

The amount reimbursed after completion of your project will be calculated from the paid invoices included in your claim submittal.

If you have any questions regarding the cost share percentage for your application, please contact me by phone 919-733-1482 or by email at [dave.willis@ncdenr.gov](mailto:dave.willis@ncdenr.gov)

Sincerely,

Dave Willis, Program Manager  
DC Fast Program

cc: File



North Carolina Department of Environmental Quality | Division of Air Quality  
257 West Jones Street | 16th Mail Service Center | Raleigh, North Carolina 27699-0641  
919.707.6400

September 23, 2019

Brian Phillips, Supervisor  
Mobile Sources Branch  
Division of Air Quality  
North Carolina Department of Environmental Quality  
217 West Jones St.  
Raleigh, NC 27699-1641

Dear Brian:

Please consider this the City of New Bern letter of commitment to carry out the work plan as described in ElectriCities of North Carolina's application for DC fast charger(s) in our community.

We have worked with ElectriCities to compose the application having provided work plans, budgets, quotations for chargers and other pertinent documentation. They are compiling applications on behalf of several ElectriCities members in an effort to best apply for and potentially administer grant funds.

The establishment of DC fast chargers in our community near proximate interstate or future interstate thoroughfares will encourage consumer adoption of electric "zero-emissions" vehicles.

Thank you for this opportunity to improve air quality in our state.

Sincerely,

Charles Bauschard  
Director of Utilities



September 13, 2019

North Carolina Department of Environmental Quality  
Division of Air Quality  
217 W. Jones St.  
Raleigh, NC 27699

To Whom It May Concern:

Please be advised that Electricities of North Carolina, on behalf of its members applying for Volkswagen Settlement grant funds for DC fast charging stations, will purchase Renewable Energy Certificates to cover 100% of the electricity used for a period of five years by any DC fast chargers funded with Volkswagen Settlement funds.

Based on kWh use estimates, including growth rates of charging sessions per year for 5 years provided by ChargePoint to NCDEQ, we estimate the following members kWh use to be, per charging station, for the 5 year period:

Member	County	Region	Estimated Sessions/Day	Estimated kWh/5 years/port
New Bern	Craven	Rural	1	129,305
Kinston	Lenoir	Rural	1	129,305
Wilson	Wilson	Rural	1	129,305
Morganton	Burke	Rural	1	129,305
Lexington	Davidson	Suburban	3	387,916
Newton	Catawba	Suburban	3	387,916

If a member has more than one charging station, then these numbers will be adjusted accordingly.

Actual REC purchases will depend on actual kWh use by the charging stations and will be adjusted as necessary.

Please let me know if you have questions.

Sincerely,

Andrew Fusco  
Vice-President of Planning/Member Services

*The energy behind public power*

919.780.6000  
1427 Meadow Wood Blvd.  
Raleigh, North Carolina 27604  
www.electricities.com

### Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

#### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

#### Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

**State Grant Certification  
Conflict of Interest**

Date: September 28, 2020

To: Michael S. Regan, Secretary, NC Department of Environmental Quality  
Michael Abraczinskas, Director, Division of Air Quality

**Certification:**

I certify that the City of New Bern (company name), as the recipient of this Grant Contract, does not have a Conflict of Interest as defined as an actual or perceived interest by a staff member and/or employee and/or Board member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain as defined by the North Carolina G.S. 143-6.2 (b1).

Should a conflict of interest arise involving the grantee's management employees and/or the members of its board of directors and/or other governing body, the City of New Bern (company name), shall address the situation in the following manner:

Company Procedures to Address Conflict of Interest are: abide by state statutes and follow City's Purchasing Policy and all other policies

I further understand that a false statement made is in violation of North Carolina G.S. 143-6.2 (b1') and such a false statement would be a criminal offense punishable as provided by North Carolina G.S. 143-34(b).

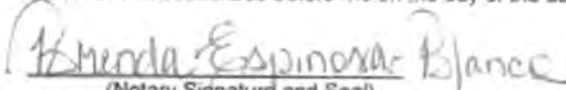
**Sworn Statement:**

I, Mark A. Stephens (Authorizing Official) of the City of New Bern (company name) of New Bern (city) in the State of North Carolina also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
\_\_\_\_\_  
Name of Authorizing Official

Mark A. Stephens, City Manager

Sworn to and subscribed before me on the day of the date of said certification.

 My Commission Expires 03/09/2023  
(Notary Signature and Seal)

Brenda Espinosa-Blanco



N.C. General Statute 143.6.2(b)(b1) - Conflict of Interest - Every grantee shall file with the State agency or department disbursing funds to the grantee a copy of that grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds and shall include actions to be taken by the grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the disbursing State department or agency may disburse the grant funds.

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## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting an amendment to the FY 2020-21 Annual Adopted Budget.

<b>Date of Meeting:</b> 02/25/2021	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Mary M. Hogan, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Consider adopting an amendment to the FY 2020-21 Annual Budget to transfer funds from the Electric Fund to the 2019 Electric Improvements Fund.
<b>Actions Needed by Board:</b>	Adopt ordinance amendment.
<b>Backup Attached:</b>	Memo, Ordinance Amendment

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

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

**Additional Notes:**



**NEW BERN**  
NORTH CAROLINA  
*Office of the Director of Finance*

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

FROM: Mary M. Hogan - Director of Finance

DATE: February 25, 2021

RE: Amendment to the FY 2020-21 Operating Budget

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**Background Information**

The City was awarded \$128,715.96 from the North Carolina Department of Environmental Quality (NCDEQ) for the Volkswagen Settlement grant. The NCDEQ is awarding the funds for the Volkswagen Settlement DC Fast ZEV Infrastructure Program project, entitled The New Bern Red Bear Lot. The funding supports the purchase and installation of two high-rate electric vehicle charges in effort to reduce emissions in North Carolina. The grant also requires a local match of \$32,825.68, the Electric Fund has obligated \$5,580.10 for engineering and design costs, \$26,245.58 for electrical service upgrades, and \$1,000 for project management costs. The total project costs are \$161,541.64. This amendment will appropriate the transfer of funds in the amount of \$32,825.68 to the 2019 Electric Improvements Fund for the match requirement.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on March 9, 2021.



CITY OF NEW BERN, NORTH CAROLINA  
REQUESTED AMENDMENT TO  
Fiscal Year 2020-2021

FROM: Mary M. Hogan, Director of Finance

Meeting Date: March 9, 2021

EXPLANATION:

This budget amendment will transfer \$32,826 from the Electric Fund to the 2019 Electric Improvements Fund for the costs associated with engineering, design, project management, equipment and materials identified as the City share expenditures to meet the match requirement for the North Carolina Department of Environmental Quality Volkswagen Settlement grant award.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN  
THAT THE FY 2020-2021 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule E - ELECTRIC FUND

Increase: Interfund Transfers Out	\$	32,826
Decrease: Administration	\$	(6,580)
Distribution Operations and Maintenance		(26,246)
	\$	<u>-</u>

NATURE OF TRANSACTION:

ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION  
 TRANSFER WITHIN ACCOUNTS OF SAME FUND  
 OTHER: \_\_\_\_\_

APPROVED BY THE BOARD OF ALDERMEN AND  
ENTERED ON MINUTES DATED MARCH 9, 2021  
AGENDA ITEM NUMBER \_\_\_\_\_

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting an amendment to the 2019 Electric Improvements Project Fund.

<b>Date of Meeting:</b> 03/09/21	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Mary M. Hogan, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Consider adopting an amendment to the 2019 Electric Improvements Project Fund to recognize a NC DEQ Volkswagen grant for the total project costs of \$161,542.
<b>Actions Needed by Board:</b>	Adopt ordinance amendment.
<b>Backup Attached:</b>	Memo, Ordinance Amendment

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

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

**Additional Notes:**



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen  
FROM: Mary M. Hogan - Director of Finance  
DATE: February 25, 2021  
RE: Amendment to the 2019 Electric Improvements Project Fund

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**Background Information**

This amendment will acknowledge, accept, and appropriate funding for expenses related to the North Carolina Department of Environmental Quality (NCDEQ) Volkswagen Settlement grant award in the amount of \$128,715.96. The NCDEQ is awarding the funds for the Volkswagen Settlement DC Fast ZEV Infrastructure Program project, entitled The New Bern Red Bear Lot. The funding supports the purchase and installation of two high-rate electric vehicle charges in effort to reduce emissions in North Carolina. The grant also includes \$32,825.68 of local match dollars from the Electric Fund for engineering, design, project management costs, and electrical services upgrades. The total project costs are \$161,541.64.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on March 9, 2021.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE  
2019 ELECTRIC IMPROVEMENTS PROJECT FUND**

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

**Section 1.** That Section 3 of the 2019 Electric Improvements Project Fund Ordinance adopted on March 26, 2019 is hereby amended to recognize additional appropriation from the Department of Environmental Quality for the Volkswagen Settlement award:

Increase: Electric Improvements NCDEQ	<u>\$161,542</u>
---------------------------------------	------------------

**Section 2.** That Section 4 of the 2019 Electric Improvements Project Fund Ordinance adopted on March 26, 2019 is hereby amended to recognize and accept revenue from the North Carolina Department of Environmental Quality for the Volkswagen Settlement award and transfers from the Annual Funds as follows:

Increase: Grants and Gifts Revenue	\$128,716
Transfers from Electric Fund	<u>\$ 32,826</u>
Total Revenues	<u>\$161,542</u>

**Section 3.** This amendment shall become effective upon adoption.

ADOPTED THIS 9<sup>TH</sup> DAY OF MARCH, 2021

\_\_\_\_\_  
DANA E. OUTLAW, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting a budget ordinance amendment to recognize additional funding for the CDBG-CV Project Grant

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Mary Hogan
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The budget ordinance amendment recognizes additional grant funds in the amount of \$194,483
<b>Actions Needed by Board:</b>	Adopt Ordinance Amendment
<b>Backup Attached:</b>	Memo; Budget Ordinance Amendment

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

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

**Additional Notes:**



**NEW BERN**  
CITY OF NEW BERN

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

**Aldermen**

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

Dana E. Outlaw  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary M. Hogan  
Director of Finance

**TO:** City Manager, Honorable Mayor and Members of the Board of Aldermen  
**FROM:** Mary Hogan, Director of Finance  
**DATE:** February 22, 2021  
**RE:** Budget Ordinance Amendment for the Community Development Block Grant Coronavirus (CDBG-CV) Grant Funds

The City of New Bern has been awarded grant funds by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Coronavirus (CDBG-CV) program in the amount of \$194,483. The program is designed to help a non-entitlement municipality or county prepare, prevent, or respond to the health and economic impacts of the coronavirus (COVID-19); however, based on the needs assessment conducted as part of the CDBG Annual Action Plan process the City received a special allocation to respond to the growing effects of the historic public health crisis. The allocation is Phase 3 of the funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. The project authorizes funds to assist low-and moderate-income individuals living in the City of New Bern with utility and rental assistance. The City will provide a grant to a local non-profit organization to administer the program. The City will also adhere to the CDBG Subrecipient Monitoring Plan, which was approved by the Board of Aldermen on January 12, 2021, to assure the program meets the criteria and adheres to HUD requirements and regulations.

**Requested Action**

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on March 9, 2021.

**AN ORDINANCE TO AMEND THE GRANT ORDINANCE  
Community Development Block Grant Coronavirus ("CDBG-CV") Fund**

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

Section 1. That Section 3 of the CDBG-CV Grant Fund Ordinance adopted on January 26, 2021 is hereby amended to recognize grant award revenues.

Increase: Grant Revenues \$194,483

Section 2. That Section 4 of the CDBG-CV Grant Fund Ordinance adopted on January 26, 2021 is hereby amended to recognize additional appropriations for the grant programs.

Increase: Development Services - SRF \$194,483

Section 3. This amendment shall become effective upon adoption.

ADOPTED, THIS THE 9<sup>th</sup> DAY OF MARCH, 2021

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DANA E. OUTLAW, MAYOR

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BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting an Ordinance to Amend Chapter 70 to Prohibit Vehicular Traffic at a Portion of the Intersection of Pollock, Queen and Norwood Streets

<b>Date of Meeting:</b> 3/9/2021	<b>Ward # if applicable:</b> Ward 1
<b>Department:</b> Parks & Recreation	<b>Person Submitting Item:</b> Foster Hughes, CPRE
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The City of New Bern owns a triangle of land at the intersection of Queen and Pollock Streets. The access road is the former location of the Olde McCarthy Square Fountain. Staff requests consideration to prohibit vehicular traffic at a portion of the intersection of Pollock, Queen and Norwood Streets so that the property can be developed into a mini park.
<b>Actions Needed by Board:</b>	Consider adopting the ordinance amendment.
<b>Backup Attached:</b>	Memo – Map – Ordinance

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

<b>Cost of Agenda Item:</b> \$6,000.00
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:**



**Aldermen**

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



Foster Hughes, CPRE  
Director of Parks & Recreation

Dana E. Outlaw  
Mayor

Mark A. Stephens  
City Manager



Memo To: Mayor and Board of Aldermen  
From: Foster Hughes, CPRE  
Director of Parks and Recreation  
Re: Permanent closure of access road at Queen and Pollock Streets  
Date: February 26, 2021

**Background Information:**

The City of New Bern owns a triangle of land at the intersection of Queen and Pollock Streets. The access road is the former location of the Olde McCarthy Square Fountain. Staff requests consideration to prohibit vehicular traffic at the portion of the intersection of Pollock Street, Queen Street, and Norwood Street so that the property can be developed into a mini park.

**Recommendation:**

Consider the resolution calling for a public hearing to close the access road at the intersection of Queen and Pollock Streets.

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

**AN ORDINANCE TO AMEND ARTICLE I. "IN GENERAL" OF CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect a revision to Article I. "In General" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern by amending Section 70-17. Vehicular traffic prohibited.

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

SECTION 1. That Article I. "In General" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting Section 70-17. "Vehicular traffic prohibited." in its entirety and inserting in its stead the following:

**"Sec. 70-17. Vehicular traffic prohibited.**

Vehicular traffic is prohibited upon the following streets or portions thereof:

*Church Alley.* That portion of Church Alley which lies between Middle Street and a line parallel to and 248 feet west of the westerly right-of-way line of Middle Street.

*Federal Alley.* That portion of Federal Alley which lies between Middle Street and a line parallel to and 147.85 feet east of the easterly right-of-way line of Middle Street.

*Howell Road.* That portion of Howell Road a.k.a. Old Airport Road, formerly SR 1111, which lies between the southern right-of-way line of Taberna Way and the northern right-of-way line of Taberna Circle in the Weyerhaeuser Real Estate Company subdivision known as "Taberna," located in Number Seven Township; provided, however, emergency vehicles responding to emergency calls may continue to use said portion of Howell Road.

*Johnson Street.* That portion of Johnson Street which lies between the Neuse River parallel to and 250 feet northeast of the easterly right-of-way line of East Front Street.

*Pinecrest Avenue.* That portion of Pinecrest Avenue (unimproved) beginning at the intersection of Pinecrest Avenue with Powell Street and running thence in a southwesterly direction 200 feet to its terminus.

*Pollock Street, Queen Street, and Norwood Street.* That portion of the intersection of Pollock Street, Queen Street, and Norwood Street more specifically described as follows: That area lying between the northern curblineline of Pollock Street as extended, and the southern curblineline of Queen Street as extended, to a point where each curblineline as extended intersect. Such area may include the northern terminus of Norwood Street lying between Queen Street and Pollock Street.

SECTION 2. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 9<sup>th</sup> DAY OF MARCH, 2021.

---

DANA E. OUTLAW, MAYOR

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BRENDA E. BLANCO, CITY CLERK

**REDLINED VERSION**

**AN ORDINANCE TO AMEND ARTICLE I. "IN GENERAL" OF CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect a revision to Article I. "In General" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern by amending Section 70-17. Vehicular traffic prohibited.

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

SECTION 1. That Article I. "In General" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting Section 70-17. "Vehicular traffic prohibited." in its entirety and inserting in its stead the following:

**"Sec. 70-17. Vehicular traffic prohibited.**

Vehicular traffic is prohibited upon the following streets or portions thereof:

*Church Alley.* That portion of Church Alley which lies between Middle Street and a line parallel to and 248 feet west of the westerly right-of-way line of Middle Street.

*Federal Alley.* That portion of Federal Alley which lies between Middle Street and a line parallel to and 147.85 feet east of the easterly right-of-way line of Middle Street.

*Howell Road.* That portion of Howell Road a.k.a. Old Airport Road, formerly SR 1111, which lies between the southern right-of-way line of Taberna Way and the northern right-of-way line of Taberna Circle in the Weyerhaeuser Real Estate Company subdivision known as "Taberna," located in Number Seven Township; provided, however, emergency vehicles responding to emergency calls may continue to use said portion of Howell Road.

*Johnson Street.* That portion of Johnson Street which lies between the Neuse River parallel to and 250 feet northeast of the easterly right-of-way line of East Front Street.

*Pinecrest Avenue.* That portion of Pinecrest Avenue (unimproved) beginning at the intersection of Pinecrest Avenue with Powell Street and running thence in a southwesterly direction 200 feet to its terminus.

*Pollock Street, Queen Street, and Norwood Street.* That portion of the intersection of Pollock Street, Queen Street, and Norwood Street more specifically described as follows: That area lying between the northern curblines of Pollock Street as extended, and the southern curblines of Queen Street as extended, to a point where each curblines as extended intersect. Such area may include the northern terminus of Norwood Street lying between Queen Street and Pollock Street.

SECTION 2. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 9<sup>th</sup> DAY OF MARCH, 2021.

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DANA E. OUTLAW, MAYOR

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BRENDA E. BLANCO, CITY CLERK





# Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 16, 2020 at 4 22:26 PM



1 inch = 23 feet





**NEW BERN**  
CITY OF NEW BERN

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

**Aldermen**

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

**Dana E. Outlaw**  
Mayor  
**Mark A. Stephens**  
City Manager  
**Brenda E. Blanco**  
City Clerk  
**Mary M. Hogan**  
Director of Finance

Memorandum

TO: Mayor Dana Outlaw  
FROM: Brenda Blanco, City Clerk *BEB*  
DATE: October 22, 2020  
SUBJECT: Appointment to Appearance Commission

On June 11, 2019, you appointed Martha "Molly" Ingram to the Appearance Commission. Ms. Ingram recently resigned from her seat, as she will be relocating to another state in November. You are asked to make a new appointment to serve the remainder of Ms. Ingram's term.

When possible, appointees to this Commission should have special training or experience in a design field, such as architecture, landscape design, horticulture, city planning, or a closely-related field.

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