

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
SEPTEMBER 27, 2022 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Prill. Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.

Consent Agenda

4. Consider Adopting a Resolution Closing the 400 Block of Ninth Street for a Thanksgiving in October Dinner.
5. Consider Adopting a Resolution Closing Specific Streets for Tryon Palace Candlelight Celebration.
6. Consider Adopting a Resolution Closing the 300 Blocks of Pollock and Middle Streets for Christ Episcopal Church to Perform Tree Maintenance.
7. Consider Adopting a Resolution Closing Specific Streets for the Great Fire Commemoration Vigil.
8. Consider Adopting a Resolution Closing One Lane of Traffic in the 200 and 300 Blocks of Hancock Street for MumFest.
9. Approve Minutes.

10. Update on MetroNet.
11. Presentation on Resiliency Plan Road Show.
12. Consider Adopting a Resolution Approving an Interlocal Agreement for Emergency Water Supply with the Town of River Bend.
13. Consider Adopting a Resolution Designating the Chief of Police Position to Make Recommendations to the NC Alcoholic Beverage Control Commission on ABC Permits.
14. Consider Adopting a Resolution Approving the Execution of an Application Contract with the NC Governor's Highway Safety Program for a BikeSafeNC Coordinator.

15. Consider Adopting a Resolution Approving the Execution of an Application Contract with the NC Governor's Highway Safety Program for a Regional Law Enforcement Liaison.
16. Consider Adopting a Resolution for the Sole Source Purchase of Diesel Exhaust Filtration System from Ward Diesel Filter Systems.
17. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2706 McKinley Avenue.
18. Consider Adopting a Resolution Authorizing the Submission of Grant Applications to the NC Division of Water Infrastructure for the Local Assistance for Stormwater Infrastructure Investments ("LASII") 2022 Funding Program and the LASII 2022 Construction Funding Program.
19. Consider Adopting a Resolution to Amend the Utility Customer Service Policy.
20. Consider Adopting an Ordinance for the Demolition of 1607 High Street.
21. Consider Adopting a Budget Ordinance Amendment for FY2022-23.
22. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.
23. Appointment(s).
24. Attorney's Report.
25. City Manager's Report.
26. New Business.
27. Closed Session.
28. Adjourn.

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



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

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

Memo to: Mayor and Board of Aldermen
From: Foster Hughes, City Manager
Date: September 23, 2022
Re: September 27, 2022 Agenda Explanations

- 1. Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Prill. Pledge of Allegiance.**
- 2. Roll Call.**
- 3. Approve Agenda.**

Consent Agenda

- 4. Consider Adopting a Resolution Closing the 400 Block of Ninth Street for a Thanksgiving in October Dinner.**

(Ward 1) Fred Godette, resident of 404 Ninth Street, has requested the 400 block of Ninth Street be closed for a Thanksgiving Dinner in October. The closure will take place on October 15, 2022 from 2 p.m. until 8 p.m. A memo from Kari Warren Green, Interim Director of Parks and Recreation, is attached.

- 5. Consider Adopting a Resolution Closing Specific Streets for Tryon Palace Candlelight Celebration.**

(Ward 1) Susan Briley, Operations Manager at Tryon Palace, has requested the 600 block of Pollock Street and 300 block of George Street be closed on December 10th and 17th from 2 p.m. until 11 p.m. for Tryon Palace's Candlelight Christmas Celebration. To accommodate a fireworks display both evenings, she has also requested a block of South Front Street at the location of Palace Point Commons. A memo from Mrs. Warren is attached along with a map of the proposed closures.

6. Consider Adopting a Resolution Closing the 300 Blocks of Pollock and Middle Streets for Christ Episcopal Church to Perform Tree Maintenance.

(Ward 1) Christ Episcopal Church, located at 320 Pollock Street, will be trimming trees on the church grounds. This will necessitate the closure of the 300 block of Pollock Street to vehicular traffic on November 21, 2022 from 8 a.m. until 4 p.m. The east lane of the 300 block of Middle Street will also need to be closed from 8 a.m. until 10 a.m. A rain date of November 22, 2022 has been requested. A memo from Mrs. Warren is attached along with supporting documentation.

7. Consider Adopting a Resolution Closing Specific Streets for the Great Fire Commemoration Vigil.

(Ward 1) The Parks and Recreation Department is requesting to close the 500 block of Roundtree Street and the westbound lane of the 1000 block of Broad Street to vehicular traffic on December 01, 2022 from 6 p.m. until 8:30 p.m. for the Great Fire Commemoration Vigil. A memo from Mrs. Warren is attached.

8. Consider Adopting a Resolution Closing One Lane of Traffic in the 200 and 300 Blocks of Hancock Street for MumFest.

(Ward 1) In conjunction with the 2022 MumFest event, the New Bern Police Department has requested the traffic pattern on the 200-300 blocks of Hancock Street be converted from two-way traffic to one-way traffic from 5 p.m. on October 7, 2022 until 11 p.m. on October 9, 2022. A memo from Mrs. Warren is attached.

9. Approve Minutes.

Draft minutes from the September 13, 2022 meeting are provided for review and approval.

10. Update on MetroNet.

Kris Smith, Governmental Affairs Director, and Eddie Massengale, Director of Business Development, will provide a brief update on the MetroNet project. In November of 2021, installation of the fiberoptic network began in New Bern. The multimillion-dollar investment will bring internet and phone service to subscribers.

11. Presentation on Resiliency Plan Road Show.

The City's first Hazard Mitigation and Resiliency Plan was adopted earlier this year. The plan is designed to improve New Bern's ability to prepare for, withstand, and recover from disastrous events quickly and efficiently. A public outreach and engagement plan has been developed to educate residents and encourage them to partner with the City. The plan will be rolled out to the public during MumFest.

Matthew Schelly, Interim Director of Development Services, will share a PowerPoint to review this information.

12. Consider Adopting a Resolution Approving an Interlocal Agreement for Emergency Water Supply with the Town of River Bend.

In 2010, River Bend made improvements to extend its water system to the west side of Highway 17. It is proposed that an interconnection be established between New Bern and River Bend to provide for emergency needs. River Bend is ready to move forward with engineering design, permitting, and construction of the interconnection. The agreement will set forth the roles and responsibilities of both parties. A memo from Jordan Hughes, City Engineer, is attached.

13. Consider Adopting a Resolution Designating the Chief of Police Position to Make Recommendations to the NC Alcoholic Beverage Control Commission on ABC Permits.

NC General Statute §18B-904(f) authorizes cities and counties to designate an official, by name or position, to make recommendations concerning the suitability of a person or of a location for an ABC permit. The City has previously designated its Police Chief by name and desires to change the designation to reflect the position. This will eliminate the need to change the name when there is turnover in the position. A memo from Brenda Blanco, City Clerk, is attached.

14. Consider Adopting a Resolution Approving the Execution of an Application Contract with the NC Governor's Highway Safety Program for a BikeSafeNC Coordinator.

A regional BikeSafeNC Coordinator serves as a liaison between the State and regional agencies and oversees assessors in the region to ensure they are hosting courses and holding the standards set by the State. The New Bern Police Department has previously served in this role and has an opportunity to do so again. The coordinator will host meetings and attend courses relative to motorcycle safety. A grant of \$5,000 will cover the coordinator's travel, training, and equipment expenses. No match is required. A memo from Patrick Gallagher, Chief of Police, is attached.

15. Consider Adopting a Resolution Approving the Execution of an Application Contract with the NC Governor's Highway Safety Program for a Regional Law Enforcement Liaison.

In 2020, the New Bern Police Department took the position of Law Enforcement Liaison for region 2. In part, the liaison coordinates and organizes highway safety activities and works with participating agencies in the region to coordinate safety-related traffic events. The position also hosts quarterly meetings, works closely with the Governor's Highway Safety Program ("GHSP") to determine what equipment is made available to agencies in the state, and assists GHSP with events such as conferences, campaign kick-offs, and the state fair. The position comes

with a \$25,000 grant, which requires no match. The grant will cover all expenses for travel, training, and equipment related to the position. A memo from Chief Gallagher is attached.

16. Consider Adopting a Resolution for the Sole Source Purchase of Diesel Exhaust Filtration System from Ward Diesel Filter Systems.

With cancer a leading cause of death among firefighters, there is a desire to prevent a firefighter's exposure to exhaust emissions. The Ward Diesel Filter System is the sole provider of the No Smoke exhaust filtration system. It is requested that the Board authorize the use of this sole source vendor pursuant to NCGS 143-129(6)(3), which allows an exception for bidding the purchase. A memo from Robert Boyd, Fire Chief, is enclosed along with a notice from Ward Diesel confirming its status as a sole manufacturer and distributor.

17. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2706 McKinley Avenue.

(Ward 2) Stephonie Coward-Leary has tendered an offer of \$2,500 for the purchase of 2706 McKinley Avenue. The tax value of the 0.12-acre lot is \$4,500. The property was acquired jointly by the City and County through tax foreclosure in June of 2017. At that time, the City was owed \$475.06 in liens, taxes, interest, penalties, fees, and costs. The County was owed \$2,744.06 in taxes, interest, penalties, fees, and costs. If the property is sold for the initial offer, the City is estimated to receive \$25.65, and the County is estimated to receive \$2,474.35. A memo from Ms. Blanco is attached along with a copy of the offer, tax card, map, and picture of the property.

18. Consider Adopting a Resolution Authorizing the Submission of Grant Applications to the NC Division of Water Infrastructure for the Local Assistance for Stormwater Infrastructure Investments ("LASII") 2022 Funding Program and the LASII 2022 Construction Funding Program.

On behalf of the City, WithersRavenel has prepared two applications that are due on September 30th for grants available through the NC Division of Water Infrastructure's Local Assistance for Stormwater Infrastructure Investments. The first application seeks \$400,000 to conduct a stormwater assets inventory and assessment, and the second application is for \$3.5 million for construction of the Duffyfield Stormwater Enhancement Project. No local match is required for either grant. A memo from Mr. Schelly is attached along with additional information on the project.

19. Consider Adopting a Resolution to Amend the Utility Customer Service Policy.

In response to requests by developers to extend the electric distribution system and provide service to a growing number of developments, staff applied the line extension rules set forth in the customer service policy. The policy requires developers to contribute the cost difference between the total construction cost and revenue credit. There is insufficient revenue to satisfy the policy and fund the total cost of construction, largely because of inflation for goods and services, increased purchased power costs, and levelized retail rates. After receiving complaints from developers, staff reviewed the performance of the policy's line extension rules and recommends changes to align the intent of the policy with current market trends and to better compete for new customers in areas of customer choice. Charlie Bauschard, Director of Public Utilities, will review the changes in some detail and compare the performance of the current policy against the recommended changes.

20. Consider Adopting an Ordinance for the Demolition of 1607 High Street.

(Ward 1) A letter of minimum housing deficiencies was sent to the owners of 1607 High Street on June 29, 2020. A complaint alleging the structure was unfit for human habitation was filed on June 28, 2021, and a hearing was scheduled for July 12, 2021. At the hearing, staff received a notice of appeal and a ReBuild NC award notification letter. The owners were given until January 22, 2022, to bring the dwelling into compliance. To date, there has been no contact from the owner or ReBuild NC representatives, no permits have been applied for, and the structure remains noncompliant. Public Works estimates the cost of demolition at \$5,253. Pictures of the property and a complete list of chronological events are attached along with a memo from Mr. Schelly.

21. Consider Adopting a Budget Ordinance Amendment for FY2022-23.

This budget ordinance amendment will recognize grant funds of \$964,807 from the NC Division of Emergency Management's Hazard Mitigation Program, \$276,773.63 from the Department of Homeland Security's Assistance to Firefighters, \$25,000 from the Governor's Highway Safety Program for the regional law enforcement liaison, and \$5,000 from the Governor's Highway Safety Program for the regional BikeSafeNC coordinator. Additionally, it will appropriate \$27,677.37 from fund balance for the required match for the firefighter's grant. A memo from Kimberly Ostrom, Director of Finance, is attached.

22. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.

This ordinance will amend the Drainage Improvements Project Fund to recognize \$134,000 in funds from the Environmental Enhancement Fund Grant. This grant will be utilized for Phase 2 of the Duffyfield Community Stormwater Enhancement Project. A memo from Mrs. Ostrom is attached.

23. Appointment(s).

- (a) Former Alderman Sabrina Bengel was appointed to represent the City on the Highway 17 Association's Board of Directors. With the conclusion of her term, a new appointment is needed.
- (b) Craven County and the City of New Bern each appoint one of its own governing board members to serve as a trustee on the New Bern-Craven County Public Library Board of Trustees for the duration of their elected office. Former Alderman Sabrina Bengel recently served in this capacity. A new appointment is now needed.
- (c) Following his election as Mayor, Jeffrey Odham resigned from his appointment to the Metropolitan Planning Organization Transportation Advisory Committee. A new appointment is needed to fill this vacancy.
- (d) New Bern appoints a commissioner and two alternate commissioners to the NC Eastern Municipal Power Agency. The position of first alternate commissioner was most recently held by former Alderwoman Jameesha Harris. With the end of her term, a new appointment needs to be made.
- (e) The two alternate seats on the Board of Adjustment are vacant. The Board is asked to make appointments to fill the remainder of these terms, which expire on June 30, 2023. Appointees must reside within the City limits of New Bern and should have a background related to land ownership and development issues.
- (f) Alderman Prill is asked to make an appointment to replace Richard Parson on the Board of Adjustment. Mr. Parson's term has expired, and he is ineligible to serve again.
- (g) Alderman Royal is asked to consider reappointing Peter Dillon to the Board of Adjustment or to make a new appointment. Mr. Dillon's term has expired, but he is eligible for reappointment.
- (h) Alderman Aster is asked to make an appointment to fill the remainder of Jim Morrison's term on the Board of Adjustment. Mr. Morrison resigned from the board, and his term needs to be filled through June 30, 2024.
- (i) Alderman Kinsey is asked to make an appointment to replace John Riggs on the Board of Adjustment. Mr. Riggs' term has expired, and he is ineligible to serve again.
- (j) Alderman Best is asked to make an appointment to replace Kip Peregoy on the Board of Adjustment. Mr. Peregoy's term has expired, and he is ineligible to serve again.
- (k) Alderman Brinson is asked to consider reappointing Barbara Sampson to the Board of Adjustment or to make a new appointment. Ms. Sampson's term has expired, but she is eligible for reappointment.

24. Attorney's Report.

25. City Manager's Report.

26. New Business.

27. Closed Session.

28. Adjourn.

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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street to vehicular traffic for Thanksgiving In October Dinner.

Date of Meeting: 9/27/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Fred Godette, a resident, has made a request to close the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue to vehicular traffic on Saturday, October 15, 2022, from 2:00 p.m. until 8:00 p.m. for Thanksgiving In October Dinner. The event will take place on personal property; however, the street closure is for overflow parking. This event will not be rescheduled due to inclement weather.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map - Petition

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

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

Additional Notes:



Aldermen

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

Kari Warren, CPRP
Interim Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen

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

Re: Street Closure for Thanksgiving In October Dinner.

Background Information:

Fred Godette, a resident, has made a request to close the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue to vehicular traffic on Saturday, October 15, 2022, from 2:00 p.m. until 8:00 p.m. for Thanksgiving In October Dinner. The event will take place on personal property; however, the street closure is for overflow parking. This event will not be rescheduled due to inclement weather.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Fred Godette, a resident of Ninth Street, has requested the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue be closed to vehicular traffic on Saturday, October 15, 2022, from 2:00 p.m. until 8:00 p.m. for a Thanksgiving in October Dinner; and

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

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

That the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue be closed to vehicular traffic from 2:00 p.m. until 8:00 p.m. on October 15, 2022, for Thanksgiving in October Dinner.

ADOPTED THIS THE 27th DAY of SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

SEP 06 2022

BY: MEM

Sat. Oct 15

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: THANKSGIVING IN October

Organization Name: N/A

Responsible Contact: FRED L. GODETTE

Address: 404 NINTH Street

City: New Bern State: NC Zip code: _____

Phone: 301-213-9179 Alternate Phone: _____

Email: esob944@aol.com

Street Closing

Type of Event: Demonstration Festival Parade

Date of Event: 10/15/2022 Proposed Rain Date: N/A

Event Set up time: 2:00 PM Event Tear Down Completed Time: 8:00 PM

Event Start Time: 3:00 PM Event End Time: 7:00 PM

400 Blk of 9th Street between Griffin & Henderson Ave.

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
404 NINTH ST New Bern, NC 28560

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)
THANKSGIVING DINNER

Estimated attendance: 50; Attendance not to exceed: 100

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

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

How will you handle trash generated from the event?

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

petition map

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: 400 block of Ninth St

Are you requesting any State Road or Bridge closures?

Yes* No

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

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

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

Yes No (Additional insurance may be required)

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

Yes No

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

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

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

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

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

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

The following items must be submitted with Application:

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

Shed L. Godette 9/9/2022
 Authorized Signature Date

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

Administrative Support Supervisor Date

This application has been approved.

Shari Warren 9-15-2022
 Director of Parks & Recreation Date

Total Anticipated Charges	
Barricades:	# <u>4</u> \$ <u>20.00</u>
Trash Collection:	\$ _____
City Staff:	# _____ \$ _____
Vendor Fees	# _____ \$ _____
Park/Facility Rental:	\$ _____
Total Due:	\$ _____

- Have HOA's been notified? Yes No Spoke with: The Murphy's
- Approved by Department Date: 9-15-22 Staff Initials: HW
- 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

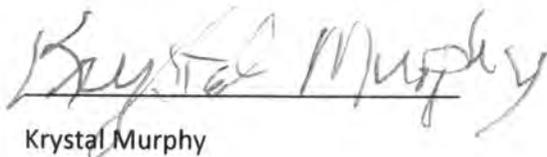
September 12, 2022

To Whom It May Concern:

I James and Krystal Murphy Of 405 Ninth Street, New Bern, NC do hereby agree to the closing/blocking off of the 400 block of Ninth Street in New Bern, NC during the hours of 1 pm and 8pm on Saturday, October 15, 2022.


James Murphy

12 Sept 2022
Date


Krystal Murphy

12 Sept 2022
Date

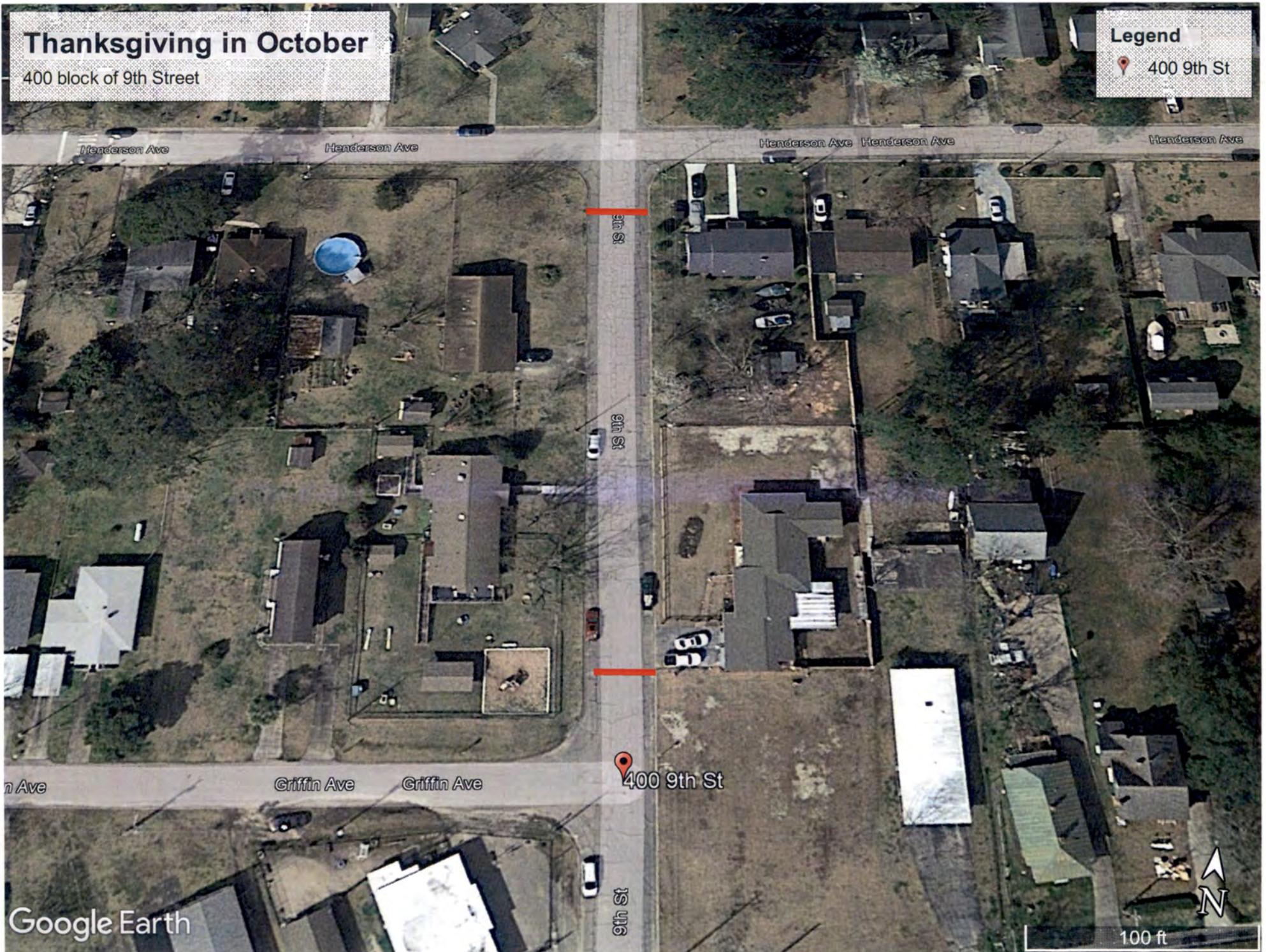
Childcare Network is closed on Saturday.

Thanksgiving in October

400 block of 9th Street

Legend

 400 9th St



18 416

18 416

9th St

400 9th St



100 ft

Google Earth

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close streets for Tryon Palace Candlelight Christmas Celebration.

Date of Meeting: 9/27/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Tryon Palace has requested to close the 600 block of Pollock Street and the 300 block of George Street to vehicular traffic for Tryon Palace Candlelight Christmas Celebration to be held 2:00 p.m. until 11:00 p.m., and a blockage of South Front Street at Palace Point Commons behind Tryon Palace South Lawn be closed to vehicular and pedestrian traffic from 2:00 p.m. until 11:00 p.m. for fireworks on Saturday, December 10th, and 17th, 2022.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	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

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

Kari Warren, CPRP
Interim Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen

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

Re: Street Closure for Tryon Palace Candlelight Christmas Celebration.

Background Information:

Tryon Palace has requested to close the 600 block of Pollock Street and the 300 block of George Street to vehicular traffic for their Candlelight Christmas Celebration to be held 2:00 p.m. until 11:00 p.m., and a blockage of South Front Street at Palace Point Commons behind Tryon Palace South Lawn be closed to vehicular and pedestrian traffic from 2:00 p.m. until 11:00 p.m. for fireworks on Saturday, December 10th, and 17th, 2022.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Tryon Palace has scheduled its annual Candlelight Christmas Celebration and requested the 600 block of Pollock Street and 300 block of George Street be closed to vehicular traffic from 2:00 p.m. until 11:00 p.m. on both Saturday, December 10, 2022, and Saturday, December 17, 2022; and

WHEREAS, South Front Street at Palace Point Commons is also requested to be closed to vehicular and pedestrian traffic from 2:00 p.m. until 11:00 p.m. to accommodate a fireworks display on the above dates; and

WHEREAS, the Interim 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 600 block of Pollock Street and the 300 block of George Street be closed to vehicular traffic from 2:00 p.m. until 11:00 p.m. on December 10, 2022, and December 17, 2022, for Tryon Palace's Annual Candlelight Christmas Celebration; and

FURTHER, South Front Street at Palace Point Commons shall be closed to vehicular and pedestrian traffic from 2:00 p.m. until 11:00 p.m. on the aforesaid dates for a fireworks display.

ADOPTED THIS 27TH OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA BLANCO, CITY CLERK

RECEIVED
SEP 06 2022
BY: NO

Sat
Dec. 10 & 17th

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: Candlelight
Organization Name: Tryon Palace
Responsible Contact: Susan Briley
Address: 529 S. Front St.
City: New Bern State: NC Zip code: 28562
Phone: 252-639-3584 Alternate Phone: 252-670-1101
Email: susan.briley@ncdcr.gov

Street
closing

Type of Event: Demonstration Festival Parade
Date of Event: Dec. 10 and 17, 2022 Proposed Rain Date: n/a
Event Set up time: 2:00 pm Event Tear Down Completed Time: 11:00 pm
Event Start Time: 4:00 pm Event End Time: 10:30 pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
Palace grounds and 300 block of George St and 600 block of Pollock St.
There will be fireworks from the South Lawn of the Palace. So the horseshoe on Palace Point Commons also needs to be closed to traffic. See attached aerial map.

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)
Our annual holiday events to fundraise and promote the Palace. Includes holiday tours of the Palace and performances on the street as well as fireworks on the South Lawn of the Palace.
The majority of guests will be inside our property. All tents are inside gates and none are on the street.

Estimated attendance: 1625; Attendance not to exceed: 1625.
**Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.*
Tents # 3 Sizes 40x80, 20x40, 20x20 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 # 0 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:** We provide our own barricades.

George Street - between Broad & Pollock; Pollock Street - between Eden & Metcalf; South Front Street around the horseshoe behind the Palace from the intersection of S. Front & Metcalf to the intersection of Eden and Walt Bellamy Dr.

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)

Susan R. Briley
Authorized Signature

9/2/2022
Date

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

Administrative Support Supervisor

Date

This application has been approved.

Mari Warren
Director of Parks & Recreation

9-15-2022
Date

Total Anticipated Charges

Barricades: # _____
\$ _____

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # 3+3
\$ 135+135 = 270

Park/Facility Rental: \$ _____

Total Due: **\$ 270.00**

- Have HOA's been notified? Yes No Spoke with: Petition of Signatures
- Approved by Department Date: 9-15-22 Staff Initials: KMD
- 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

Tryon Palace Annual Candlelight Holiday Cheer Temporary Road Closure Petition of Signatures

Tryon Palace
529 S. Front St.
New Bern, NC 28562

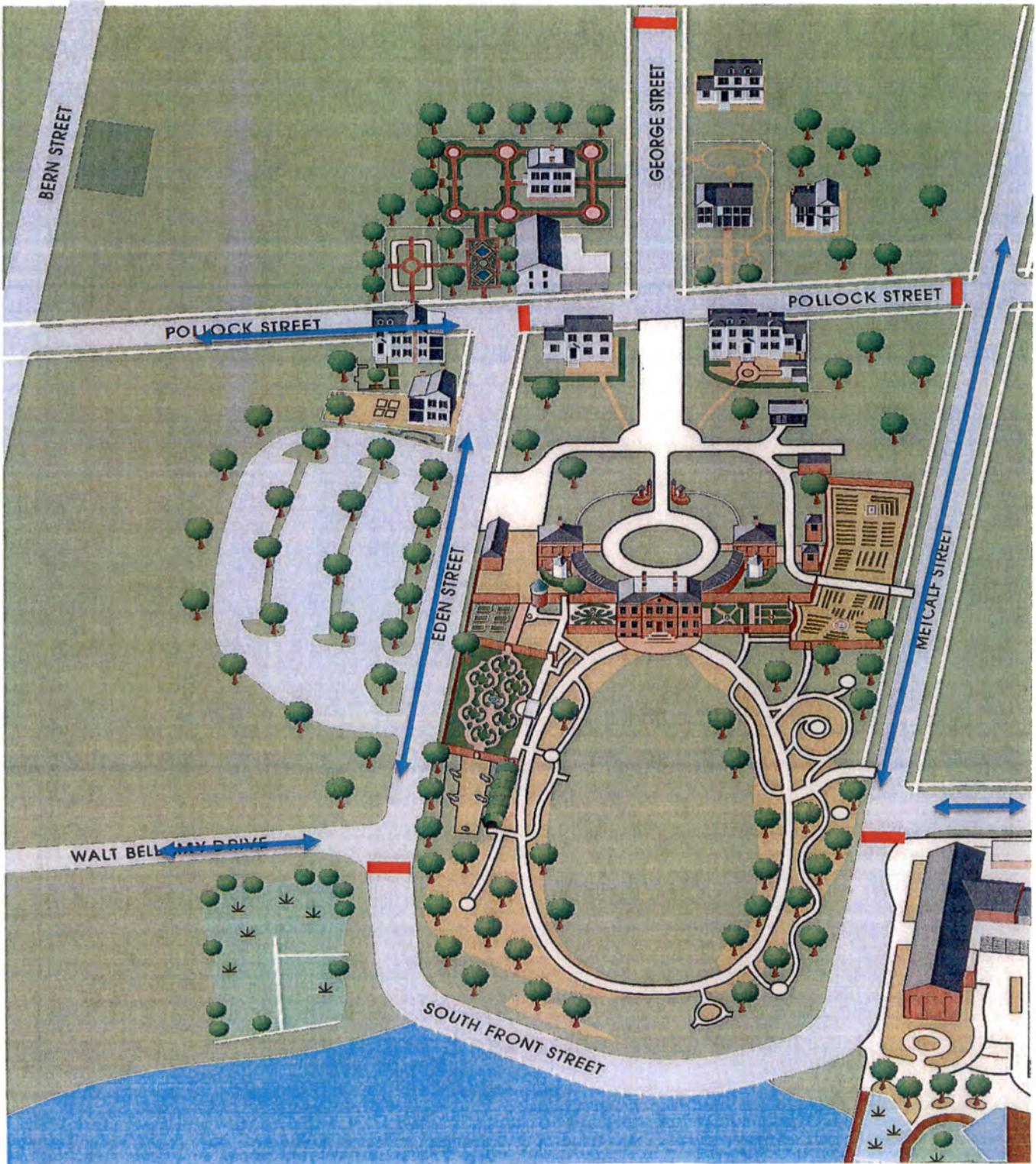
Street(s) to be closed: 300 block of Pollock St. and 600 block of George St.	Street Closure Start Time:	2:00 PM	Street Closure End Time:	10:30 PM
Dates of Street Closure: Dec. 10, and Dec. 17, 2022				

We, the undersigned, being residents/owners/authorized business officials of properties abutting the section of roads requested for temporary closure during the Tryon Palace Candlelight Holiday Cheer event, do hereby consent to the temporary road closure.

NAME	ADDRESS	SIGNATURE	PHONE
Chris Richey	602 Pollock St	Pamela J. Weber	252-633-1365
William Wilson	605 Pollock St	W. Wilson	252-288-6901
Chris Taggart	310 George St	Chris Taggart	252-631-1410
Rachel Hall	613 Broad St	Rachel Hall	704-604-7875
Melissa Trent	701 Broad St.	Melissa Trent	252-622-8417
Jim Copland	607 Pollock St.	Jim Copland	917 239 5018
Jeffrey Cheek	313 George St.	Jeffrey Cheek	415 912 - 8233
CAROL DUPREE	312 " "	Carol Dupree	252-412-3863
NANCY MANSFIELD	315 GEORGE	Nancy Mansfield	252-626-1584

Security Personnel will assist in directing traffic

-  Road Closure Barricades
-  Traffic Patterns



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street to vehicle traffic and a blockage of the east lane for Christ Episcopal Church tree maintenance work.

Date of Meeting: 9/27/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Christ Episcopal Church has made a request to close the 300 block of Pollock Street to vehicular traffic from 8:00 a.m. until 4:00 p.m. on Monday, November 21, 2022, with a rain date of November 22, 2022, as well as a blockage of the East Lane of the 300 block of Middle Street from 8:00 a.m. until 10:00 a.m. on the said dates for tree maintenance work.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application

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

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

Additional Notes:



Aldermen

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

Kari Warren, CPRP
Interim Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen

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

Re: Street Closure for Christ Episcopal Church Tree Maintenance Work.

Background Information:

Christ Episcopal Church has made a request to close the 300 block of Pollock Street to vehicular traffic from 8:00 a.m. until 4:00 p.m. on Monday, November 21, 2022, with a rain date of November 22, 2022, as well as a blockage of the East Lane of the 300 block of Middle Street from 8:00 a.m. until 10:00 a.m. on the said dates for tree maintenance work.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Rick Miller, on behalf of Christ Church, has requested the 300 block of Pollock Street be closed to vehicular traffic on Monday, November 21, 2022, with a rain date of November 22, 2022, from 8:00 a.m. until 4:00 p.m. for tree maintenance at Christ Episcopal Church; and

WHEREAS, the request also includes blocking the east lane of the 300 block of Middle Street from 8:00 a.m. until 10:00 a.m. on the same dates; and

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

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

That the 300 block of Pollock Street be closed to vehicular traffic from 8:00 a.m. until 4:00 p.m. on November 21, 2022, with a rain date of November 22, 2022, for tree maintenance on the grounds of Christ Episcopal Church; and

FURTHER, the east lane of the 300 block of Middle Street shall be blocked from 8:00 a.m. until 10:00 a.m. on said dates to also accommodate the maintenance work.

ADOPTED THIS 27th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

SEP 13 2022

Nov 21 - Mon
Nov 22 - Tues.

CITY OF NEW BERN

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

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

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

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

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

Name of Event/Activity: _____

Organization Name: Christ Episcopal Church

Responsible Contact: Rick Miller

Address: 320 Pollock Street

City: New Bern State: NC Zip code: 28563

Phone: 301-502-5268 Alternate Phone: _____

Email: rickmiller950@hotmail.com

Type of Event: Demonstration Festival Parade

Date of Event: November 21, 2022 Proposed Rain Date: November 22, 2022

Event Set up time: _____ Event Tear Down Completed Time: _____

Event Start Time: 8:00am Event End Time: 4:00pm

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

300 block of Pollock Street
300 block of Middle Street

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)

Tree Maintenance at Christ Church

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.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.

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

How will you handle trash generated from the event?

We are requesting # _____ trash cans.

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

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

Are you requesting any City of New Bern Street Closures?

Yes*

No

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

*What Street(s) are you requesting to close? Be specific: 300 block of Pollock St.
East lane on the 300 block of Middle Street

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

[Signature]
Authorized Signature

9/13/22
Date

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

Administrative Support Supervisor

Date

This application has been approved.

[Signature]
Director of Parks & Recreation

9-13-22
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



7 September 2022

To: City of New Bern and New Bern Parks and Recreation

From: Christ Church Building and Grounds

Concerning: Tree Trimming Project

Description of the Issue:

There are very large trees in the property of Christ Church along both Pollock and Middle Streets. Over the past number of years, the trees have grown out over the church fence. Many of the limbs of the trees extend over the side walks of Pollock St. and Middle as well as the streets themselves. We feel as though this is a safety issue for the public as well as parked cars in the immediate vicinity.

Solution:

We have currently made a contract with Pamlico Tree Care LLC to remove the limbs extending over the streets. This company is most efficient and competent in the work they perform. All major branches extending outward will be cut using the church fence as a benchmark. The church has used them several times, last year and following hurricane Florence. Below is a list of requirements to perform the job safely, quickly, effectively:

1. Job would take place on Monday, November 21st with Tuesday 11/22 alternate date.
2. Work would begin at 8:30am
3. Duration of the job would be 6 hours

4. Pollock Street would have to be closed to operate the equipment (2 bucket lifts, 2 large chippers. Closure would be for the duration of the job.
5. One lane of Middle St. would have to be blocked off lasting only 2 hours.
Note: The job would begin on Middle Street where there are only 4 limbs to be removed.
6. Pamilico would remove all wood, chips, leaves from the area.
7. Pollock Street should reopen between 3-4pm.

Note: See map for where the work will take place.

Preparation:

If this job is approved by the City and Parks/Recreation, Christ Church notify all businesses on Pollock St. prior to Nov. 21st. We would also be willing to place signs on Pollock Street announcing the closure date.

Conclusion:

Thank you for considering this closure request. The clergy and vestry are looking forward to having this safety hazard eliminated. If you have any questions, please contact Rick Miller (chair person of Christ Church Building and Grounds)

Cell and Text: 302-503-5268

eMail: rickmiller950@hotmail.com

If you have any questions for Pamilico Tree Care, they can be reached at 252-245-7232. The estimator's name is Jonathon.

Thank You for Processing this request,

Rick Miller

ALL STORES GIVEN THIS LETTER

Christ Church

An Episcopal Parish in the Diocese of East Carolina

9 September 2022

To: Merchants on Pollock St. between Craven Street and Middle Street

From: Christ Church Building and Grounds

Representative: Richard Miller

Concerning: Closure of Pollock Street

Reason: Trimming of trees in the Christ Church yard

Date: Monday, November 21st, 2022

Time: 8am through 4pm

Description:

There are several large trees along the Christ Church yard adjacent to the sidewalk on Pollock Street. These trees have grown significantly over past several years. As a result, limbs have grown over the side walk, as well as Pollock itself. The church feels that this is a safety issue for people as well as cars parked along the street. We have a contract with Pamlico Tree Care to trim these large branches on Monday, November 21st. In order to do this safely and efficiently, it will be necessary to close Pollock Street so that bucket lifts can access the limbs and chippers can process the limbs. This will take between 6 and 7 hours to do. Closure of Pollock Street will take place between 8am and 4pm.

Thank You for allowing us to accomplish this necessary job.

Rick Miller (Christ Church Building and Grounds)

320 Pollock Street
Post Office Box 1246
New Bern, NC 28563
Voice 252/633-2109
Fax 252/514-4013

Christ Church

An Episcopal Parish in the Diocese of East Carolina

9 September 2022

To: Merchants on Pollock St. between Craven Street and Middle Street

From: Christ Church Building and Grounds

Representative: Richard Miller

Concerning: Closure of Pollock Street

Reason: Trimming of trees in the Christ Church yard

Date: Monday, November 21st, 2022

Time: 8am through 4pm

Description:

There are several large trees along the Christ Church yard adjacent to the sidewalk on Pollock Street. These trees have grown significantly over past several years. As a result, limbs have grown over the side walk, as well as Pollock itself. The church feels that this is a safety issue for people as well as cars parked along the street. We have a contract with Pamlico Tree Care to trim these large branches on Monday, November 21st. In order to do this safely and efficiently, it will be necessary to close Pollock Street so that bucket lifts can access the limbs and chippers can process the limbs. This will take between 6 and 7 hours to do. Closure of Pollock Street will take place between 8am and 4pm.

Thank You for allowing us to accomplish this necessary job.

	Rick Miller (Christ Church Building and Grounds)	
Vendor	Signature	
Bern Bear Gifts	<u>Alanna Sturman</u>	
Rivertown Ball Room	<u>CLOSED DURING DAY</u>	
Bites and Barrels	<u>[Signature]</u>	
Carolina Creations	<u>[Signature]</u>	
Baxters Building	<u>[Signature]</u>	
PEPSI STONE	INFORMED	

320 Pollock Street
Post Office Box 1246
New Bern, NC 28563
Voice 252/633-2109
Fax 252/514-4013

Google Maps



A-F LOCATIONS OF TREES

G INDICATES LOCATION OF CHIPPIERS

NOTE: A + B TREES TO BE TRIMMED FIRST, MIDDLE ST. WILL THEN BE OPENED, 1-2 HOURS

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close specific streets to vehicle traffic for The Great Fire Commemoration Vigil.

Date of Meeting: 9/27/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	New Bern Parks and Recreation has made a request to close the 500 block of Roundtree Street to Raynor Drive and the west bound lane of the 1000 block of Broad Street to Kilmarnock Street to vehicular traffic on Thursday, December 1, 2022, from 6:00 p.m. until 8:30 p.m. for The Great Fire Commemoration Vigil.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map

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

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

Additional Notes:



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

Kari Warren, CPRP
Interim Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP *KW*
Interim Director of Parks and Recreation
Re: Street Closure for The Great Fire Commemoration Vigil.

Background Information:

New Bern Parks and Recreation has made a request to close the 500 block of Roundtree Street to Raynor Drive and the west bound lane of the 1000 block of Broad Street to Kilmarnock Street to vehicular traffic on Thursday, December 1, 2022, from 6:00 p.m. until 8:30 p.m. for The Great Fire Commemoration Vigil.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, New Bern Parks and Recreation has requested the 500 block of Roundtree Street to Raynor Drive and the westbound lane of the 1000 block of Broad Street to Kilmarnock Street be closed to vehicular traffic from 6:00 p.m. until 8:30 p.m. on Thursday, December 1, 2022, for The Great Fire Commemoration Vigil; and

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

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

That the 500 block of Roundtree Street to Raynor Drive and the westbound lane of the 1000 block of Broad Street to Kilmarnock Street be closed to vehicular traffic from 6:00 p.m. until 8:30 p.m. on December 1, 2022, for The Great Fire Commemoration Vigil.

ADOPTED THIS 27th DAY of SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Thursday
Dec 1st

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: Great Fire Commemoration Vigil

Organization Name: New Bern Parks & Recreation

Responsible Contact: Mari Warren

Address: 1307 Country Club Rd.

City: New Bern State: NC Zip code: 28512

Phone: 252-639-2902 Alternate Phone: 252-286-4496

Email: warrenk@newbernnc.gov

Type of Event: Demonstration Festival Parade

Date of Event: Thursday, Dec 1st 2022 Proposed Rain Date: _____

Event Set up time: 6:00pm Event Tear Down Completed Time: 8:30pm

Event Start Time: _____ Event End Time: _____

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

500 block of Roundtree St.
1000 block of Broad St. - west bound lane

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)

To Commemorate the Great New Bern Fire of 1922

Estimated attendance: 100; 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 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:

(500 block) Roundtree Street - Broad St. - Reynoe Dr.

West bound lane of Broad Street (1000 block) Roundtree to Kilmoreal

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 Management, training & Public Safety Plan (if attendance is 1,000 or more)

Hari Warren
Authorized Signature

9-16-22
Date

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

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:	\$ <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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to convert the traffic patter from two-way to one-way traffic on Hancock Street.

Date of Meeting: 9/27/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	New Bern Police Department has made a request to convert the traffic pattern from two-way traffic to one-way traffic beginning at the 200 block of Hancock Street and ending at the 300 block of Hancock Street between South Front Street and Broad Street from 5:00 p.m. on Friday, October 7, 2022, until 11:00 p.m. on Sunday, October 9, 2022, for the 2022 Mumfest event.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map

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

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

Additional Notes:



Aldermen

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

Kari Warren, CPRP
Interim Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen

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

Re: Street Closure for Hancock Street from Two-Way to One-Way Traffic.

Background Information:

New Bern Police Department has made a request to convert the traffic pattern from two-way traffic to one-way traffic beginning at the 200 block of Hancock Street and ending at the 300 block of Hancock Street between South Front Street and Broad Street from 5:00 p.m. on Friday, October 7, 2022, until 11:00 p.m. on Sunday, October 9, 2022, for the 2022 Mumfest event.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, New Bern Police Department has requested the traffic pattern be converted from two-way to one-way traffic on the 200-300 blocks of Hancock Street between South Front and Broad Streets from 5:00 p.m. on Friday, October 7, 2022, until 11:00 p.m. on Sunday, October 9, 2022 to help facilitate traffic during MumFest; and

WHEREAS, the Interim 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 Hancock Street be converted from two-way traffic to one-way traffic between South Front Street and Broad Street from 5:00 p.m. on Friday, October 7, 2022, until 11:00 p.m. on Sunday, October 9, 2022, for the 2022 Mumfest event.

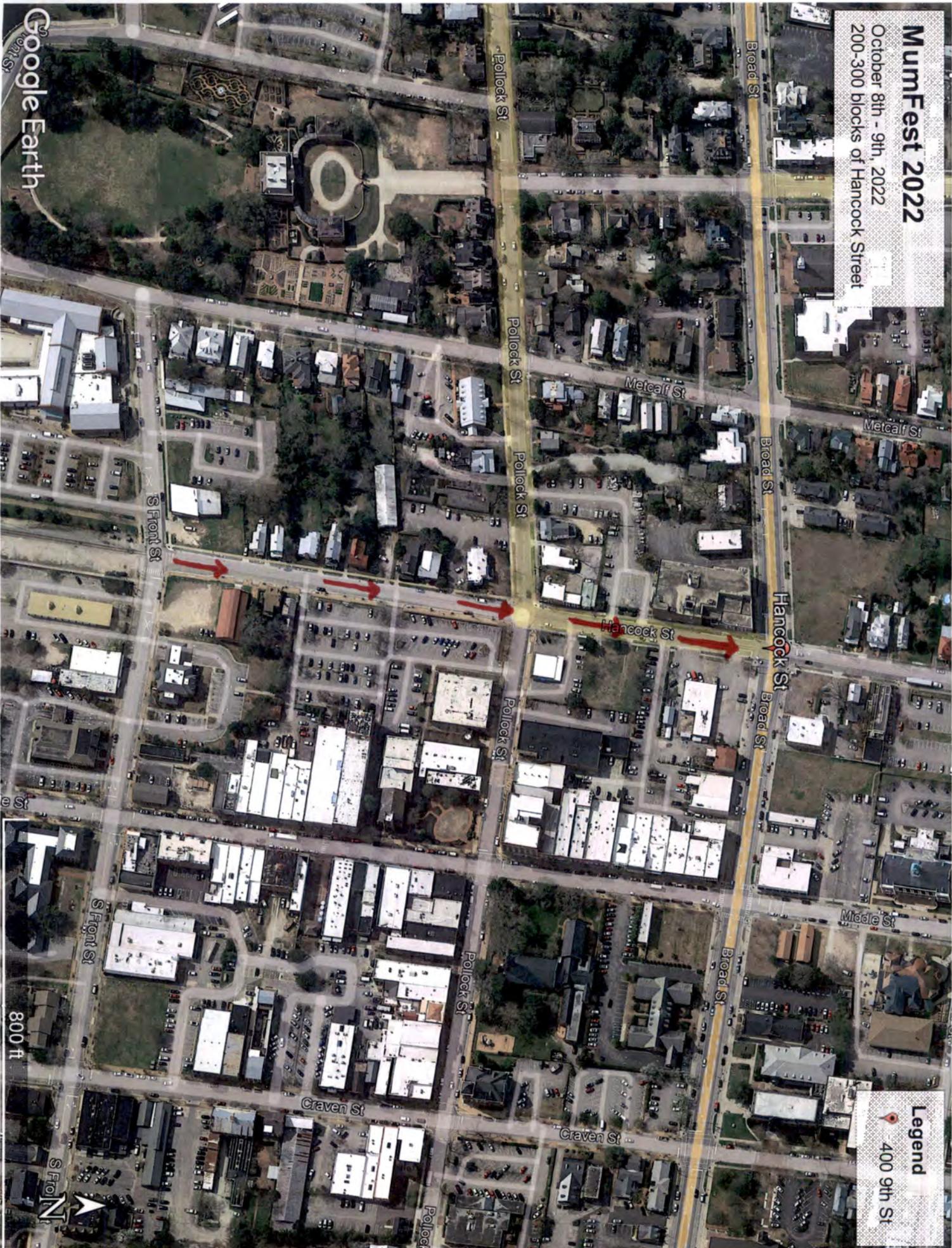
ADOPTED THIS 27th DAY of SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

MumFest 2022

October 8th - 9th, 2022
200-300 blocks of Hancock Street



Legend
400 9th St

Google Earth

AGENDA ITEM COVER SHEET

Agenda Item Title:

Update on MetroNet, Inc. Service and Fiber Installation

Date of Meeting: 9/27/2022	Ward # if applicable: All
Department: Administration	Person Submitting Item: Colleen Roberts, PIO
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	In November 2021, MetroNet, Inc. began installation of its 100% fiber optic network across New Bern. This multi-million dollar investment will bring internet and phone service to subscribers, and includes underground and aerial installation. New Bern will become the newest Gigabit City once construction and implementation are complete. Kris Smith, Governmental Affairs Director, and Eddie Massengale, Director of Business Development, join us for a brief update on the project.
Actions Needed by Board:	None
Backup Attached:	Powerpoint presentation.

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

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

Additional Notes:



New Bern, NC Construction Update September 27, 2022

1

Building the gigabit cities of tomorrow.

**Nation's largest
independently
owned, 100% fiber
optic provider**

Metronet, the nation's largest independently owned, 100% fiber optic provider, connects small and medium size cities and towns to the world through ultra-high-speed fiber optic networks by building an infrastructure that provides homes and businesses with access to Metronet's fiber optic service with zero investment from the city and its residents.

**18 years
Experience**

Metronet began in 2005 and installed the first fiber optic network in the town of Greencastle, Indiana, in central Indiana. Based in Evansville, Indiana, Metronet is founded on the values of fairness, hard work and respect for people.

**16 States/
250+ Communities**

City leaders have seen great value in partnering with Metronet so residents and businesses have the opportunity to experience cutting edge internet service without raising taxes to pay for it. Metronet currently operates and builds fiber optic networks in more than 250 communities in Indiana, Illinois, Iowa, Kentucky, Michigan, Minnesota, Ohio, Florida, North Carolina, Virginia, Texas, Wisconsin, Missouri, Colorado, New Mexico, and Louisiana. (16 states as of 7/29/22).



2

THE ROAD TO GIGABIT SPEEDS

▪ Metronet's fiber optic network will be brought directly to homes and businesses through a fully funded private investment.

PARTNERSHIP

COMMUNICATION

- Continual between designated City Staff and Metronet Project/Construction Management
- 3-part notification to residents

▪ Restoration occurs within 24-48hrs. Metronet has a website dedicated to addressing all construction questions and concerns.

RESTORATION

RELEASE

- We release as we go. Areas/neighborhoods are released for services as construction completes in that area.

metronet

3

www.metronetinc.com/construction

CONSTRUCTION AREA: New Bern, NC

MetroNet began construction in the city of New Bern in November 2021. Residents will see a series of messages before construction activity begins in their neighborhood, including a letter, postcard, and yard marker. Next, they will see crews identifying underground utilities and marking their locations with temporary paint. In the days following this, MetroNet contractor teams will begin constructing our 100% fiber-optic network. Rest assured, the construction phase is temporary. We'll do our best to minimize any impact to your property as we work within the utility easement areas.

The map represents our first set of planned construction areas. Additional planned construction areas will be added on an ongoing basis as our plans develop.

If you have any questions, please call 1-877-386-3876.

Construction Question?

Have questions during our construction phase? Send us a message and we'll get back to you quickly!

CONTACT US

Signup Early!

Click the ORDER NOW button to sign up early and you'll be notified when your address is eligible to schedule installation.

ORDER NOW



Click map to enlarge



LEGEND

- CONSTRUCTION COMPLETE
- UNDER CONSTRUCTION
- FUTURE CONSTRUCTION

metronet

4

metronet™

Thank you

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation on the Hazard Mitigation & Resiliency Plan and Public Engagement.

Date of Meeting: 9/27/2022	Ward # if applicable: All
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	In the wake of hurricane Florence in 2018, the City of New Bern started a robust process to create its first-ever Hazard Mitigation and Resiliency Plan. The plan was adopted earlier this year and is designed to improve New Bern's ability to prepare for, withstand and recover from manmade and disaster events more quickly and efficiently. With the help of consultants, staff has been working to create a public outreach and engagement plan to educate residents on resiliency and encourage them to partner with the City to build a stronger New Bern. Interim Director of Development Services, Matt Schelly, is here to discuss the public outreach plan.
Actions Needed by Board:	None
Backup Attached:	Powerpoint presentation.

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

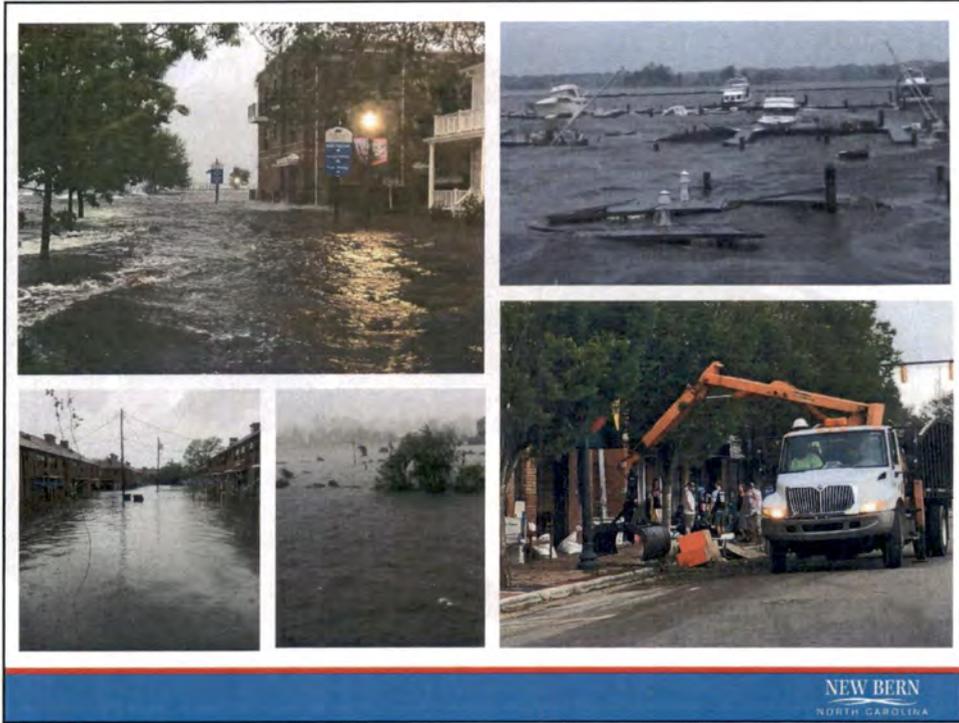
Cost of Agenda Item: Funded by previously approved grant
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



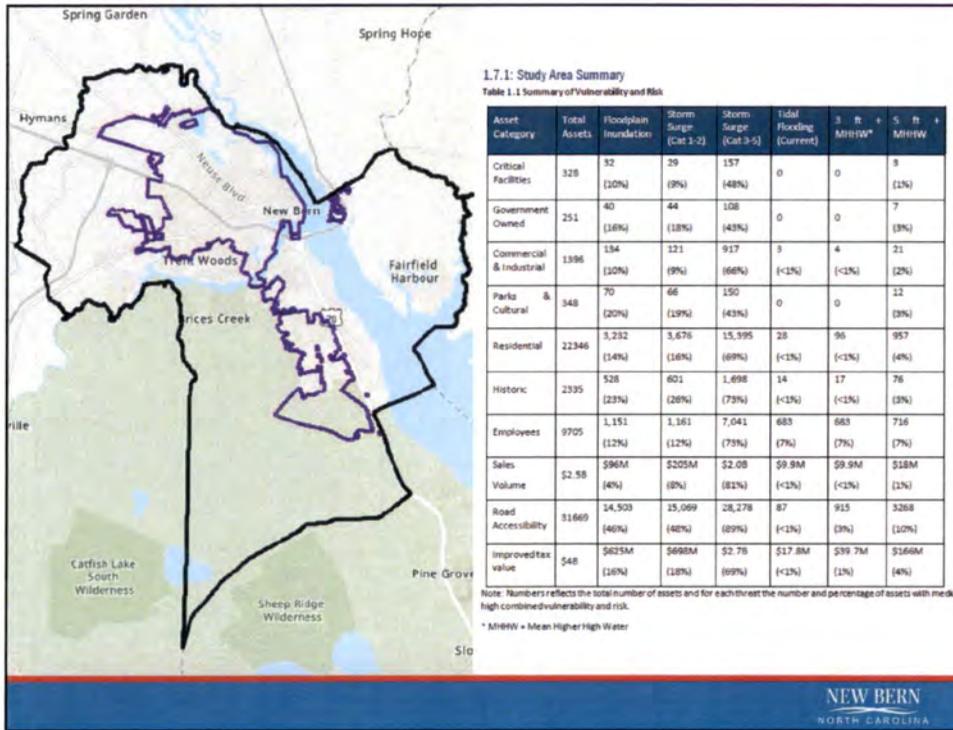
Hazard Mitigation & Resiliency Plan
September 27, 2022

1



NEW BERN
NORTH CAROLINA

2



3

What is Resilience?



To understand the question “What is resilience?” we must understand there is not a single, universal definition currently in use by planners and practitioners in the field. Each state and federal agency, contractor, academic, and individual has a slightly different interpretation of what resiliency means.

The capacity... to withstand, respond, and recover from an adverse event.



4

Public Input for the Plan



- Public meetings
- Virtual meetings
- Project website
- Online surveys
- Social media
- Email campaigns
- Press releases
- Stakeholder meetings and online mapping

5

Public Input for the Plan



The image displays three promotional posters for the New Bern Resilience Survey and Public Meeting. The first poster, titled "LET'S PRESERVE NEW BERN TAKE OUR RESILIENCE SURVEY!", features a photograph of historic buildings and includes a QR code and the text: "The City of New Bern is seeking community feedback as a challenge in the new development in the city, we find the need for better maps of building structures for New Bern. Survey results will better inform how the City can support the community and gather with other stakeholders and planning experts in adapting New Bern to respond to future challenges. www.newbernnc.com". The second poster, titled "IT'S NOT TOO LATE TAKE OUR NEW BERN RESILIENCE SURVEY!", features a sunset over water and includes a QR code and the text: "The City of New Bern is seeking community feedback as a challenge in the new development in the city, we find the need for better maps of building structures for New Bern. The results of this survey will be used to develop a resilience strategy and hazard mitigation plan for the New Bern community. The survey closes on January 19th. Scan QR code with camera app or visit this link: www.newbernnc.com". The third poster, titled "SAVE THE DATE ATTEND OUR NEXT RESILIENCY PUBLIC MEETING!", features a person with a megaphone and includes a QR code and the text: "FEBRUARY 4, 2021 6:00 - 7:30 PM NEW BERN RESILIENCE CENTER 1229 PINETREE DRIVE. VIRTUAL OPTION: ACCESS THE PUBLIC MEETING INFORMATION VIA THE WEBSITE OF COC. Mark your calendars to learn about New Bern Resilience and attend our next Resiliency Public Meeting on February 4, 2021!". Each poster also includes the New Bern Resilience logo and the text "NEW BERN RESILIENCE".

6

Vulnerability Assessment



- Overview of Assessment Framework
- Community Assets
- Flood Hazards and Threats Assessed
- Vulnerability and Risk Assessment
- Floodplain Inundation
- Storm Surge
- Tidal Flooding and Sea Level Rise

NEW BERN
NORTH CAROLINA

9

Vulnerability Assessment

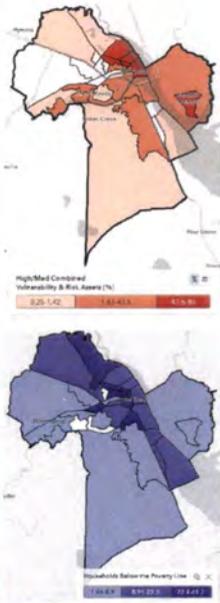


Figure 7.15. Illustration of roads and properties potentially inaccessible to 100-year floodplain inundation (top) and a map showing the number of all properties potentially inaccessible within for the study (bottom)



Source: NEMAC+FemLeaf

NEW BERN
NORTH CAROLINA

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11

Goals & Objectives

B.4 Goals and Objectives

Each resilience pillar defined above is supported by the goals and objectives listed below:

B.4.1: Health and Safety

- Goal HS1: Provide accessible and affordable basic health services and communication.
- Goal HS2: Ensure easy access to fresh and healthy foods.
- Goal HS3: Increase construction of connected and equitable pedestrian sidewalks, trails, greenways, and bike paths for exercise and access.
- Goal HS4: Develop a comprehensive emergency operations framework.

B.4.2: Housing

- Goal HO1: Educate citizens of best practices related to finances in preparation of home ownership.
- Goal HO2: Educate citizens and other parties on best practices related to homeownership/rentership.
- Goal HO3: Partner with developers to create sustainable PUDs preserving open spaces for flood control and limiting impervious surfaces.
- Goal HO4: Implement various pre- and post-disaster mitigation practices, including property acquisition, elevation, relocation, and floodproofing.

B.4.3: Economy

- Goal EC1: Improve community resilience while advancing social and racial equity.
- Goal EC2: Build business resilience and advance small business startups throughout the community.
- Goal EC3: Provide training and educational opportunities for job skills/trades and provide a path to careers through internships and apprenticeships.

B.4.4: Infrastructure

- Goal IN1: Ensure daily peak capacities and operating reserve capacities are available and ensure redundancy in operating systems.
- Goal IN2: Ensure reliability through financial stability, design, testing, maintenance, and repairs.
- Goal IN3: Inventory all sidewalks and roads and compare for equitable access to well-maintained sidewalks and roadways.
- Goal IN4: Inventory and evaluate the performance of the existing stormwater system, including closed pipe systems and open surface drainage systems.

B.4.5: Natural Resources

- Goal NR1: Design new developments to protect natural resource areas and include educational components to convey the importance of natural areas.
- Goal NR2: Convert flood-prone areas into safe accessible green and public spaces, making sure to include women, children, older persons, and persons with disabilities.
- Goal NR3: Promote physical and mental health through improvements in water quality and air quality.
- Goal NR4: Reduce flood risk while improving water quality and enhance wildlife habitat and recreational opportunities.
- Goal NR5: Improve community resiliency through identification, prioritization, design and implementation of nature-based solutions that support the City of New Bern's Redevelopment Plan, environmental values, and historic preservation priorities.
- Goal NR6: Foster collaboration with federal, state, regional, and local agencies, as well as other coastal communities, to increase resilience in New Bern.

B.4.6: Cultural Heritage

- Goal CH1: Implement a public awareness and engagement program to support proactive action by property owners, stewards, and residents in preparing themselves and their older and historic buildings for future disasters.
- Goal CH2: Lead with infrastructure resilience efforts in flood adaptation and mitigation to protect historic and culturally significant neighborhoods.
- Goal CH3: Ensure that disaster recovery incorporates a "build back better" approach that prioritizes building rehabilitation over demolition.
- Goal CH4: Align land use and economic development planning to incentivize the adaptation of cultural and natural heritage assets.

B.5 Actions

Each goal defined above is supported by specific activities as defined in the Resilience Action list found in the following subsection. Supporting information for each identified action, including lead agency responsible, timeframe for completion, estimated cost, and potential funding sources, has been developed to the extent possible and will continue to be developed over the course of Plan implementation. Additional information, including detailed Resilience Action Worksheets, is available upon request from the City.

NEW BERN
NORTH CAROLINA

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Goals & Objectives (con't)



HC1a: Coordinate with the Craven County Health Department and other relevant stakeholders to establish a health center for centers in the most vulnerable areas of New Bern.

HC2a: Work with organizations and retailers to establish a farmers' market and/or grocery store in flood-prone areas.

HC3a: Construct pedestrian infrastructure with appropriate wayfinding signage to connect citizens to various parts of the City, including a system of design greenways that connects historic and culturally significant areas throughout the City.

HS4a: Establish emergency shelters and/or alternative temporary housing opportunities to be utilized during and following a hazard event.

HS4b: Analyze emergency transportation operations based on established evacuation routes, bus routes and primary and alternate transportation routes, and convey information to the public using standardized communication, education, signage, and maps.

HS4c: Establish non-negotiable emergency contracts that discuss materials staging areas, points of distribution, and the mobilization of materials to affected individuals.

HS4d: Emphasize public health concerns by partnering with first responders and public health organizations to educate building owners on an annual basis about the biological hazards associated with post-disaster building rehabilitation.

HS4e: Create a framework for coordination of non-profit organizations during and following a disaster event.

HS4f: Establish a field team to assist in pre-disaster preparedness and post-disaster recovery.

HO1a: Engage with local financial institutions to host or facilitate classes in-person and online on personal finance and financial risk management for flood risk, including discussion of various types of personal and homeowners insurance.

HO2a: Hold classes and discussions on home ownership/renter-ship as it relates to the flood hazard, geared toward homeowners, renters, landlords, and real estate agents.

HO3a: Design PUD's for smaller homes and land preservation.

HO4a: Explore potential property acquisition locations and codify previously-identified property buyout areas, to potentially include an outreach program that supports community-based planning for buyouts.

HO4b: Analyze potential properties suited for structure elevation and/or relocation, including specific guidance for properties in designated historic districts.

HO4c: Implement well and/or dry floodproofing measures for suitable vulnerable structures, to include specific guidance for properties in designated historic districts.

HO4d: Establish locations and opportunities for permanent replacement housing for affected individuals during and following a hazard event.

HO4e: Work directly with leaders in vulnerable, culturally-significant neighborhood communities to identify, communicate, and promote affordable mitigation and adaptation opportunities for homes older than 50 years.

EC1a: Develop and implement a personal resilience toolkit for use by families and individuals in all City neighborhoods with special emphasis on Greater Free Ports.

EC2a: Work collaboratively with the New Bern Area Chamber of Commerce and the SBC to develop a business resilience toolkit.

EC2b: Conduct an economic assessment to determine the value of heritage tourism to the New Bern economy with specific emphasis on what revenue is at risk if resilience is not addressed.

EC3a: Establish partnerships with Craven Community College (CCC) and East Carolina University (ECU) to create an apprenticeship program in city departments and other agencies.

IN2a: Fund and construct new power delivery point, substation, feeder, and feeder ties per the most recent load study.

IN2b: Perform frequent cost of service studies to ensure adequate rates. Fund predictive testing, maintenance, repair and vegetation management.

IN3a: Provide an app for citizens to share concerns related to conditions/access and/or educate individuals about existing apps.

IN4a: Perform an inventory of existing stormwater infrastructure.

IN4b: Perform a comprehensive study of the existing stormwater system to determine system performance and capacity.

IN5a: Establish a long-term Emergency Operations Center (EOC) and communication distribution network with necessary equipment.

NR1a: Improve and/or encourage compliance with existing design standards that set aside areas for protection as natural resources, and educate relevant parties on the specifics of existing ordinances and standards.

NR2a: Consider parcels for enhancing/restoring floodplain connectivity and flood water attenuation through stream restoration and other means.

NR2b: Create a plan of dedicated open space areas that encourages effective utilization of open space and allows for the conversion of areas into open spaces and parks.

NR3a: Enhance and/or increase the percentage of green streetscapes and natural areas within residential neighborhoods and urban locations to motivate healthy behaviors, support physical activity, and improve/retain mental health.

NR3b: Augment tree canopies to reduce energy demands and lower local emissions.

NR4a: Develop small-scale projects, such as rain gardens, to reduce impacts of local flooding events which improve community appeal and habitat.

NR4b: Adopt Low Impact Development (LID) standards for new or redevelopment that use or mimic natural processes to manage stormwater runoff.

NR5a: Duffield Canal Restoration Project

NR5b: Duffield Stormwater Enhancement Project

NR5c: Trent Court Shoreline Restoration/Green Space Project

NR5d: Ensure the long-term maintenance of the existing water level gauges to support flood inundation mapping and prediction.

NORTH CAROLINA

13

Resiliency Plan In Action



Adopted by the Board of Aldermen in March 2022

A "living document" with updates and revisions on-going and more public input

We have a grant to help us with implementation and public outreach/engagement:

- Writing and receiving grants for projects
- Developing a storm survival checklist
- **Bringing the plan to the people – Plan "Roll-Out"**
- Planning for continued work on implementation

NORTH CAROLINA

14

Resiliency Plan “Roll-Out”



- Introductory video
- Event booth at Mumfest
- Flyers – handouts and in utility bills
- Public presentations
- Project website updates
- Social media
- City 3 TV
- Email campaigns
- Press releases
- & more

Questions?

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Interlocal Agreement for Emergency Water Supply with the Town of River Bend.

Date of Meeting: 9/27/2022	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Agreement to outlines the roles and responsibilities of both parties in establishing, operating, and maintaining an emergency interconnection between the New Bern and River Bend water systems.
Actions Needed by Board:	Approve interlocal agreement for emergency water supply with the Town of River Bend.
Backup Attached:	Memo from Jordan Hughes, copy of the interlocal agreement and draft resolution for approving the agreement.

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

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

Additional Notes:



Department of Public Utilities
Water Resources
527 NC Highway 55 West, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer
DATE: September 15, 2022
SUBJECT: **Recommendation to Approve an Interlocal Agreement for Emergency Water Supply with the Town of River Bend**

Background Information:

In 2010, the Town of River Bend made improvements to the Town's water system, which extended the water system to the west side of Highway 17. This extension allowed the Town to provide water service to the Springdale and Piner Estates neighborhoods and established a non-connected crossing of the New Bern and River Bend water systems.

This non-connected crossing of the water systems provides for the ideal condition to establish an emergency interconnection between two water systems. The interconnection concept has been thoroughly evaluated by engineers for New Bern and River Bend, and it has determined that the most practical form of interconnection at this location will be a one-way interconnection, that will allow the New Bern system to supply water to the River Bend system in the event of an emergency.

The Town or River Bend is now ready to move forward with the engineering design, permitting, and construction of the interconnection and as such, staff from New Bern and River Bend have worked together to draft an interlocal agreement for the proposed interconnection. This draft agreement outlines the roles and responsibilities of both parties in establishing, operating, and maintaining the interconnection.

Recommendation:

In order to allow the Town of River Bend to proceed with establishing the aforementioned interconnection, staff is recommending that the Board of Aldermen approve the enclosed Interlocal Agreement for Emergency Water Supply with the Town of River Bend.

Attached please find a copy of the proposed agreement and a draft resolution for approving the agreement.

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

RESOLUTION

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

That the Agreement dated September 27, 2022 by and between the City of New Bern and the Town of River Bend, 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, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 27th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

**INTERLOCAL AGREEMENT
FOR EMERGENCY WATER SUPPLY**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY WATER SUPPLY (“Agreement”), made and entered as of the date this Agreement is signed by the last party to execute the same, by and between **CITY OF NEW BERN**, a body politic and municipal corporation of the State of North Carolina (“City”); and the **TOWN OF RIVER BEND**, a body politic and municipal corporation of the State of North Carolina (“Town”), is for emergency water service between City and the Town, as described hereinafter.

WITNESSETH:

THAT WHEREAS, the parties to this Agreement are both organized and established under the laws of the State of North Carolina, and have the legal authority to operate municipal water supply distribution systems; and,

WHEREAS, this Agreement is made pursuant to the authority granted by N.C.G.S. § 160A-461; and,

WHEREAS, both parties to this Agreement own and operate separate municipal water supply distribution systems, with capacities currently capable of serving the present customers of their respective systems; and,

WHEREAS, the municipal public water distribution systems owned and operated by the City and the Town are both located in proximity to each other at an existing eight inch diameter water main near the corner of East Church Street and US Highway 17 (“Site”); and,

WHEREAS, City has sufficient excess capacity within its current water supply distribution systems to provide water supply to Town during temporary emergencies; and,

WHEREAS, sufficient hydraulic engineering analyses have been performed to determine that water from the City water system can flow into the Town’s water system at the Site without adverse consequences to the respective systems; and,

WHEREAS, the purpose of this Agreement is to establish a method of an exchange of water supply from City to Town on a temporary emergency interconnection basis; and,

WHEREAS, the City and the Town acknowledge that this Agreement is in the best interests of their respective systems and customers, and further the public welfare and safety.

NOW, THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by the parties, they do mutually agree as follow:

1. In the event of an emergency as described hereafter, City shall furnish to the Town water in an amount not to exceed 100,000 gallons per day, and at a rate not to exceed 500 gallons per minute, at the Site. Such water shall be potable treated water meeting applicable purity standards of North Carolina Rules Governing Public Water Systems, North Carolina Administrative Code Title 15A, Subchapter 18C Water Supplies as promulgated by the North Carolina Drinking Water Act (or as may be later amended or recodified). Said water will be furnished by City at a reasonable constant pressure calculated at the point of delivery at the Site.

2. Town hereby agrees to design, install and operate, all at its sole cost and expense, potable water lines from its water system to the point of delivery at the Site, including a master meter and backflow equipment as approved by City and its Engineer. The maintenance of the metering and backflow equipment shall be the sole responsibility of Town. Town shall calibrate such metering equipment whenever requested by City but no more frequently than once every twelve (12) months. A meter registering not more than 2% above or below the test results shall be deemed accurate. If the meter fails to register for any period of time, the parties shall use their best efforts to determine and agree as to the amount believed to have been delivered to Town during such period. The metering equipment shall be read monthly on the final day of the month by both City and Town, during periods when water is being supplied to the Town, by the City.

3. The parties shall choose and retain their respective consulting engineering firm to design and permit all required pipelines and meter system at any portion of the Site owned by it for its improvements. Prior to construction, the parties shall both review and approve, if acceptable, the construction drawings. The parties shall also be responsible for their own respective administrative and legal costs of contract review and approval, and for easement acquisition, if any is needed.

4. City shall own and be responsible for the operation and maintenance of all distribution system facilities located on the City's side of the interconnection point. Town shall own and be responsible for the operation and maintenance of all distribution system facilities located on the Town's side of the interconnection point. The master meter and backflow devices shall be owned by Town of River Bend.

5. The interconnected water systems of the City and the Town will be separated by closed double-check water valves. Under the terms and conditions of this Agreement, these water valves may be opened in a sequence such that the Town may receive water from the City for specified periods using the procedures described hereafter. These specified periods shall only be during temporary water outages in all or part of the Town's water distribution system or other such conditions mutually deemed emergencies by the City and Town utility directors. For the purpose of this Agreement, temporary water outages and emergencies shall include, but are not be limited to, severed or damaged water main(s), a planned water outage, unplanned water outage, or a water supply shortage. Each party recognizes that due to the length and size of the water transmission main that interconnects the City's and the Town's water distribution systems and the infrequent usage of water transmitted through this pipeline per this Agreement, that the initial water quality transmitted when water usage is first activated may be poor and may require flushing from the system by the Town in order to fully meet the potable water requirements.

6. The City shall charge the Town for all water consumed at the published "Inside City Limits" rate, as such fee is set and amended from time to time by the Board of Aldermen of the City of New Bern.

7. City shall bill Town within ten (10) days of the end of each month. Bills shall be paid within 30 calendar days of receipt of the billing statement. Disagreements regarding amounts being billed and regarding the functioning of the meters used to measure the amount of water furnished and received shall be resolved pursuant to Paragraph 13 below if the utility directors of the parties fail to resolve the dispute within 30 days after a request and demand for resolution is delivered.

8. The parties shall each designate in writing a person or persons to administer requests for water under this Agreement. Once designated, such person(s) may make and receive requests orally. The designated representatives are responsible for communicating

with the other party and coordinating operational actions necessary for the water to be transferred. The parties shall notify the other at least 48 hours in advance of any planned temporary water outage permitted under this Agreement. The parties shall also immediately notify the other at the conclusion of a temporary water service event. The parties agree to provide updated emergency contact information for the designated contacts such as cell phone and email addresses.

9. The parties acknowledge and agree that City will normally be using chloramines as its residual disinfectant and agrees to notify Town in writing, in advance of any temporary or permanent switch to use other disinfection residuals or other significant water treatment process or system-wide operation change.

10. City reserves the right to deny emergency water service to the Town for failure to comply with the conditions of this Agreement. City reserves the right to deny emergency water service to the Town in the event that water cannot be practicably furnished to the Town without negatively impacting City, as determined in the reasonable but sole opinion of the City. Such circumstances include but are not limited to periods of water shortage, periods when insufficient water exists to meet the requests of City's customers, emergencies of the City, or periods when depletion of water reserves could endanger City's ability to provide for its customers' needs. In no event shall City be liable for failure to provide water hereunder.

11. The parties agree not to charge each other water capacity "reserve" or "allocation" charges or any charges other than the consumption charges and billing charges as described herein.

12. Except as otherwise provided herein, this Agreement shall expire twenty (20) years from the date this Agreement is signed by the last party executing the same. This Agreement may be extended or modified only by written consent of the parties.

13. In the event of a dispute involving this Agreement, including but not limited to billing disputes, equipment problems, water quality problems, a substantial breach of the terms of this Agreement, or failure to resolve other issues necessary for the continued effective function of the water systems of each party that is not cured by the breaching party, within 30 days after notice, the parties shall have any remedy available to them at law.

14. City shall, as soon as practicable, notify Town of any emergency or condition which may affect the quality of water that may be delivered to Town.

15. If a greater pressure than the normally available pressure at the point of delivery is required by Town, the cost of providing such greater pressure shall be borne by Town.

16. Termination for Any Reason. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party upon a determination by the terminating party that it is not in the best interest of such party to continue this Agreement. This provision does not limit the remedies available under Paragraph 13, and termination may occur earlier pursuant thereto.

17. Indemnification. City shall not be liable to Town, to an end user, to an intermediary, or to any person, firm, corporation, municipality, or other water consumer for failure to supply a sufficient quantity or quality of water under this agreement or from failure to comply with any State or Federal standards relating to drinking water. Notwithstanding the references to third parties in this Agreement, City shall not be liable to those parties for any obligations within this Agreement and shall not be obligated to enforce any requirements imposed by this agreement or by any independent agreement with third parties. A party receiving water as a buyer or as an end user under this Agreement ("the indemnifying party") shall indemnify City and its officials, agents, and employees from and against all claims, judgments, costs, damages, fines, penalties, interest, and expenses (including but not limited to attorney's fees) imposed against such seller that arise from or in connection with the indemnifying party's receipt or non-receipt of water pursuant to this Agreement.

18. Regulatory Compliance. Town shall be responsible for securing any necessary Federal or State approvals and for compliance with any applicable Federal or State regulations relating to the transfer of water under this Agreement.

19. It is specifically agreed by both parties hereto, as part of the consideration of the signing of this document, that they, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sexual orientation, or national origin with reference to the subject matter of this agreement, no matter how remote.

20. Miscellaneous.

A. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

B. Severability. 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.

C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

D. Assignment. Except as may otherwise be expressly provided herein, no party may transfer or assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

E. Covenant of Further Assurances. The parties agree that from and after the date of execution of this Agreement, each upon the request of the other take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

F. Governing Law; Exclusive Venue. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and exclusive venue for any action relating to this agreement shall be Craven County.

G. No Joint Venture. This Agreement shall not be construed to create a joint agency, venture or partnership, as the parties are independent political subdivisions of the State of North Carolina.

H. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

I. Multiple Originals. This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

J. Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, CITY OF NEW BERN has caused this instrument to be executed in its name by its Mayor, attested by the Clerk to Board of Aldermen, and its seal to be hereunto affixed all by order of said Board duly given; and,

IN TESTIMONY WHEREOF, TOWN OF RIVER BEND has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given.

CITY OF NEW BERN

-City Seal-

Jeffrey T. Odham, Mayor

Date: _____

ATTEST:

Brenda E. Blanco, City Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

New Bern, Finance Officer

TOWN OF RIVER BEND

-Town Seal-

John Kirkland, Mayor

Date: _____

ATTEST:

Kristie Nobles, Town Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Town of River Bend Finance Officer

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Designating the Chief of Police Position to Make Recommendations to the NC Alcoholic Beverage Control Commission on ABC Permits

Date of Meeting: 9/27/2022	Ward # if applicable: N/A
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	NCGS 18B-904(f) authorizes local governments to designate a person or position to make recommendations to the ABC Board concerning ABC permits. The City has previously named individuals and desires to now specify the position.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo and resolution

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

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

Additional Notes:

Aldermen

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



NEW BERN
CITY OF NEW BERN

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

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 16, 2022

SUBJECT: Change in Designee for ABC Permit Recommendations

NC General Statute §18B-904(f) authorizes cities and counties to designate an official, by name or position, to make recommendations concerning the suitability of a person or of a location for an ABC permit. The City has previously designated its Police Chief by name and desires to change the designation to reflect the position. This will eliminate the need to change the name when there is turnover in the position.

RESOLUTION

THAT WHEREAS, NCGS §18B-904(f) authorizes local governments to designate an official of the City, by name or position, to make recommendations concerning the suitability of a person or of a location for an ABC permit; and

WHEREAS, the City of New Bern previously adopted a resolution designating a named individual to make such recommendations, and it now desires to change that designation from an individually-named person to the position of Chief of Police.

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

THAT the position of Chief of Police is hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the recommendations of the City of New Bern, located in Craven County, regarding the suitability of persons and locations for ABC permits within its jurisdiction; and

THAT notices from the ABC Commission to the City of New Bern should be mailed to the Chief of Police at Post Office Box 1129, New Bern, North Carolina, 28563, or delivered to said position at 601 George Street, New Bern, North Carolina; and

BE IT FURTHER RESOLVED THAT the City Clerk shall forward a copy of this resolution to the Commission as notification of the City's designated position.

ADOPTED THIS 27th DAY of SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:

Governor's Highway Safety Program Grant

Date of Meeting: September 27, 2022	Ward # if applicable: N/A
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Request funds for Governor's Highway Safety Program grant. This is a no match grant, of \$5,000.00, with full reimbursement.
Actions Needed by Board:	Board approval is requested.
Backup Attached:	Chief Patrick Gallagher is presenting the request. Agreement of conditions, resolution and memorandum attached.

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

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

Additional Notes: This grant is a reoccurring grant and will remain a no match requirement by the city.



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129
(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

TO: Mayor Jeffrey T. Odham and Board of Alderman
FROM: Patrick Gallagher, Chief of Police
SUBJECT: Governor's Highway Safety Program Grant
DATE: September 27, 2022

Background

A Regional BikeSafeNC Coordinator serves as a liaison between the State Coordinator and agencies within this region. The coordinator will oversee the BikeSafeNC assessors in this region and ensure they are hosting courses and holding the standard set forth by the state.

New Bern Police Department use to have this role within the agency and has now had an opportunity the get it back. The coordinator will be funded to host meetings and attend courses for as it relates to motorcycle safety.

This position comes with a no match grant of 5,000.00. This grant is a fully reimbursable grant that will cover all expense for travel, training, and equipment as related to the position. Funds from the grant can help facilitate paying and hosting training within our area, impacting not only our agency but others around us as well.

Recommendation

It is recommended that the Board of Alderman approve the Agreement and Resolution from GHSP and provide the reimbursable funds for this grant funded position.



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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 29, 2022

Jason Williams
CITY OF NEW BERN POLICE DEPT
PO Box 1129
NEW BERN, NC 28563-1129

Application #: 1000012914
Program: GHSP2023-PERSONNEL/EQUIP
Project: CITY OF NEW BERN POLICE DEPT

Ref: Application Approval

Dear Jason Williams,

Congratulations! The Governor's Highway Safety Program (GHSP) has approved your agency to begin the next phase of GHSP's FY2023 Funding process.

This phase allows your agency to complete a grant agreement with NC GHSP to provide the outcomes outlined in the final grant application. Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September, once your Agreement is finalized.

The next step of the funding process is for you to electronically PIN your application. Please contact your Highway Safety Specialist if you have any questions about completing this process.

The GHSP appreciates your dedication and contribution to highway safety.

Sincerely,

A handwritten signature in black ink that reads "Mark Ezzell".

Mark Ezzell
Director

AGENDA ITEM COVER SHEET

Agenda Item Title:

Governor's Highway Safety Program Grant

Date of Meeting: September 27, 2022	Ward # if applicable: N/A
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Request funds for Governor's Highway Safety Program grant. This is a no match grant, of \$25,000.00, with full reimbursement.
Actions Needed by Board:	Board approval is requested.
Backup Attached:	Chief Patrick Gallagher is presenting the request. Agreement of conditions, resolution and memorandum attached.

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

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

Additional Notes: This grant is a reoccurring grant and will remain a no match requirement by the city.



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129

(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

TO: Mayor Jeffrey T. Odham and Board of Alderman

FROM: Patrick Gallagher, Chief of Police

SUBJECT: Governor's Highway Safety Program Grant

DATE: September 27, 2022

Background

A Regional Law Enforcement Liaison (LEL) serves as coordinator and organizer for highway safety activities in their respective region. The NCGHSP supports and oversees the statewide "Booze it & Lose it" and "Click it or Ticket" programs. Coordination of these programs is accomplished by utilizing 11 regional "Law Enforcement Liaison" positions. New Bern falls within region 2. Through the guidance and coordination efforts of the Liaisons, planning, preparation, and reporting activities from the event(s) occur. Efforts to continue to promote and involve law enforcement agencies in these lifesaving endeavors are of paramount importance to this statewide program.

The City of New Bern Police Department took on the role of Law Enforcement Liaison in 2020 and this is a continuation of the same position. The LEL would work with participating agencies within the region to help coordinate traffic safety related events. They would host quarterly meetings with Law Enforcement County Coordinators and ensure needs in their area are being met. The LEL will work closely with GHSP Staff in determining what equipment is made available to agencies throughout the state and will assist during other GHSP sanctioned events. These events could include conference(s), state fair and campaign kick-offs.

This position comes with a no match grant of 25,000.00. This grant is a fully reimbursable grant that will cover all expense for travel, training, and equipment as related to the position. It also will allow us to have immediate access to various pieces of equipment such as a seatbelt convincer, DWI driving simulator and a speed display. This equipment has been proven valuable when educating our youth and during festivals and other events within the city. Funds from the grant can help facilitate paying and hosting training within our area, impacting not only our agency but others around us as well.

Recommendation

It is recommended that the Board of Alderman approve the Agreement and Resolution from GHSP and provide the reimbursable funds for this grant funded position.



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North Carolina Governor's Highway Safety Program
Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30, 2023.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Jason Williams	Lieutenant	PO Box 1129, New Bern, NC 28563-1129
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4323
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Foster Hughes	City Manager	PO Box 1129, New Bern, NC 28563-1129
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2700
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Helen Stephens	Accounting Manager	PO Box 1129, New Bern, NC 28563-1129
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2722



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 29, 2022

Jason Williams
CITY OF NEW BERN POLICE DEPT
PO Box 1129
NEW BERN, NC 28563-1129

Application #: 1000012915
Program: GHSP2023-PERSONNEL/EQUIP
Project: CITY OF NEW BERN POLICE DEPT

Ref: Application Approval

Dear Jason Williams,

Congratulations! The Governor's Highway Safety Program (GHSP) has approved your agency to begin the next phase of GHSP's FY2023 Funding process.

This phase allows your agency to complete a grant agreement with NC GHSP to provide the outcomes outlined in the final grant application. Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September, once your Agreement is finalized.

The next step of the funding process is for you to electronically PIN your application. Please contact your Highway Safety Specialist if you have any questions about completing this process.

The GHSP appreciates your dedication and contribution to highway safety.

Sincerely,

A handwritten signature in black ink that reads "Mark Ezzell".

Mark Ezzell
Director

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to use sole source vendor for the purchase of a diesel filter system

Date of Meeting: 9/27/2022	Ward # if applicable:
Department: Fire-Rescue	Person Submitting Item: Robert Boyd
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	New Bern Fire Rescue is requesting approval to use a sole source vendor to purchase the Ward Diesel Filter System.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Quote & Resolution

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

Cost of Agenda Item: \$93,944.90
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

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

Memo To: Mayor and Board of Aldermen
From: Robert Boyd, Fire Chief
New Bern Fire Rescue
Date: 09/15/2022
Re: Resolution to use sole source vendor for diesel exhaust filter system purchase

Background Information:

Cancer has become a leading cause of death among firefighters. Firefighters have a 9% greater risk of being diagnosed with cancer and a 14% higher risk of dying from cancer. We are trying to be proactive in reducing cancer risk by installing a system that captures the harmful particulates and gases that we shouldn't be exposed to. NFPA 1500 requires us to, when possible, prevent firefighter's exposure to exhaust emissions. Ward Diesel Filter Systems is the sole provider of the NO SMOKE exhaust filtration system and will assist us in meeting NFPA 1500.

General Statute 143-129(6)(e) allows an exception from bidding for *Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.*

Recommendation:

Consider adopting the resolution.

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

RESOLUTION

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

- Section 1.** That the New Bern Fire Rescue Department requests the sole source exemption be authorized for the purchase of the NO SMOKE direct source diesel exhaust filtration system from Ward Diesel Filter Systems.
- Section 2.** The purchase and installation of the diesel exhaust system from Ward Diesel Filter Systems in the amount of \$93,944.90 is recommended and is hereby authorized by the Board of Aldermen based on G.S. §143-129(6)(e):
- NC General Statute §143-129(6)(e) allows an exception from bidding for Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.*
- Section 3.** That the City of New Bern intends to fund the cost of the purchase with capital outlay funds as set forth in the approved budget for FY2022-23 capital outlay.

ADOPTED this 27th day of September, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

1250 Schweizer Road
Horseheads, NY 14845
Phone: 800-845-4665
Fax: 607-739-7092
www.warddiesel.com

WARD DIESEL FILTER SYSTEMS

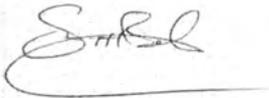
New Bern Fire / Rescue

Ward Diesel Filter is the "sole manufacturer" and "sole distributor" of the "PATENTED" "NO SMOKE" diesel filtration system granted by the United States Government pursuant to Patent Number 4,803,838. No other company or individual has been licensed to manufacture or market an identical or similar system. Installation of the system(s) is completed by Ward Diesel service technician(s) on all new installations at the manufacturer facilities. As a retrofit assembly, the installation is completed at the fire department.

If you have any additional questions, do not hesitate to contact me.

Very truly yours,

WARD DIESEL FILTER SYSTEMS



Scott H. Beecher
President

NOTICE



AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 2706 McKinley Avenue

Date of Meeting: 9/27/2022	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Stephonie Coward-Leary has tendered an offer of \$2,500 for the purchase of 2706 McKinley Avenue. This represents more than 50% of the tax value. The property is owned jointly by the City and Craven County.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, resolution, offer to purchase, maps and pictures of the property, and tax property card

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

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

Additional Notes:

Aldermen

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



Jeffrey T. Odham
Mayor
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
DATE: September 16, 2022
SUBJECT: Offer to Purchase 2706 McKinley Avenue

Stephonie Coward-Leary has made an offer to purchase 2706 McKinley Avenue for \$2,500.00. The tax value of the vacant 0.12-acre lot is \$4,500, and the offer represents more than 50% of the value.

The property was acquired jointly by the City and County through tax foreclosure in June 2017. At that time, the City was owed \$475.06 in liens, taxes, interest, penalties, fees and costs. The County was owed \$2,744.06 in taxes, interest, penalties, fees and costs. If the property is sold for the initial offer, the City is estimated to receive \$25.65, and the County is estimated to receive \$2,474.35.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 2706 McKinley Avenue, Craven County parcel identification number 8-037-061-C; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,500.00 submitted by Stephonie Coward-Leary; and

WHEREAS, Stephonie Coward-Leary has paid the required five percent (5%) deposit on the offer.

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 27th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Stephonie Coward-Leary, 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: 2706 McKinley Avenue

Subdivision Name: Pembroke

Tax Parcel ID No.: 8-037-061-C

Plat Reference:

Being all of that property more particularly described in Deed Book 3505, Page 0202 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,500.00 and shall be paid as follows:

(a) \$ 140.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,360.00, 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 Stephonie Coward-Leary

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 [Signature] Seller Initials _____

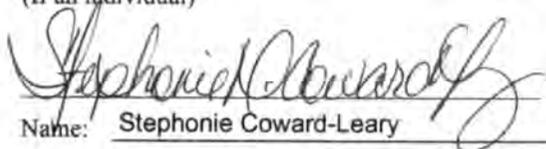
- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and 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:

SELLER

(If an individual)

CRAVEN COUNTY

 (SEAL)

By: _____ (SEAL)

Its: _____

Date: _____

Name: Stephonie Coward-Leary

Date: 08/30/2022

Address: 327 Eissel Street

New Bern, NC 28562

Phone: 252-288-9460 Email: scowardleary@gmail.com

CITY OF NEW BERN

(If a business entity)

By: _____ (SEAL)

By: _____ (SEAL)

Its: _____

Its: _____

Date: _____

Date: _____

Address: _____

Phone: _____

Buyer Initials  _____ Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 8/30/2022 9:07:06 AM

Parcel ID : 8-037 -061-C
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 2706 MCKINLEY AVE
Description : 392 PEMBROKE\$
Lot Description :



Subdivision : PEMBROKE

Assessed Acreage : 0.117 **Calculated Acreage :** 0.120
Deed Reference : 3505-0202 **Recorded Date :** 6 21 2017
Recorded Survey :
Estate Number :
Land Value : \$4,500 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,500
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
6/21/2017	HILL, WM T HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$16,500

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS 2706 McKinley Ave PID 8-037-061-C

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on August 30, 2022 at 9:08:27 AM

1 inch = 106 feet



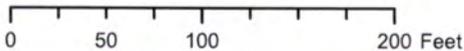


2706 McKINLEY AVE

Ownership: *New Bern/Craven Co.*
Size: *0.12 Acres*
Zoning: *R-6*
Land Use: *Vacant Lot*
Flood Hazard: *X (out)*
Tax Values
Land: \$4,500
Buildings: \$0
Total: \$4,500
Tax ID: 8-037-061C



1 inch = 100 feet



2808

800

ESTIMATE OF DIVISION OF PROCEEDS

Property: 2706 McKinley Ave., PID: 8-037-061-C			
Offer Amount			\$ 2,500.00
Less: Reimb to City for publication of notice of offer (approx)			
Balance			\$ 2,500.00
County cost reimbursement		\$ 2,458.96	
City cost reimbursement		\$ -	\$ 2,458.96
Remaining Balance			\$ 41.04
County Taxes at Foreclosure	\$ 285.10	37.505%	\$ 15.39
City Taxes/Priority Liens at Foreclosure	\$ 475.06	62.495%	\$ 25.65
Total Taxes	\$ 760.16		
County Total	\$ 2,474.35		
City Total	\$ 25.65		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the Submission of Grant Applications to the NC Division of Water Infrastructure for the Local Assistance for Stormwater Infrastructure Investments (“LASII”) 2022 Funding Program and the LASII 2022 Construction Funding Program.

Date of Meeting: 9/27/2022	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The LASII AIA application is for stormwater assets inventory, mapping, assessment, an asset management plan, and a capital improvement plan by consultants. The LASII Construction application is for construction of the Duffyfield Stormwater Enhancement Project.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Proposals, Eligibility Form, Project Narrative

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

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

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: September 16, 2022

SUBJECT: Consider Adopting a Resolution Authorizing the Submission of Grant Applications to the NC Division of Water Infrastructure for the Local Assistance for Stormwater Infrastructure Investments ("LASII") 2022 Funding Program and the LASII 2022 Construction Funding Program.

WithersRavenel on the behalf of the City of New Bern is preparing a pair of grant applications to the NC Division of Water Infrastructure for Local Assistance for Stormwater Infrastructure Investments, both are due September 30th. The LASII AIA application is for \$400K to conduct a stormwater assets inventory and assessment. Activities would include, mapping and condition, assessment and development of an asset management plan, and a capital improvement plan by consultants. The LASII Construction application is for about \$3.5M for construction of the Duffyfield Stormwater Enhancement Project. There is no local match required for either of these applications.

The Duffyfield Stormwater Enhancement Project lies on 58 acres of the Duffyfield Community in the Greater Fiver Points Neighborhood of the City of New Bern in Craven County, NC. The Duffyfield Stormwater Enhancement Project has two primary objectives that will result in community enhancement, increased economic resilience, and better environmental stewardship. The objectives of the project are to improve water quality of the stormwater runoff before its discharge into the Neuse River and to convey stormwater quickly from streets and properties to minimize local nuisance flooding. Characterized by low elevations (5-feet and below) and poor drainage due to the existing topography, the Duffyfield neighborhood, which was built prior to development standards and post-construction regulations, has experienced repetitive flooding from routine rain events and significant inundation during several different hurricanes. The neighborhood within the project area has no formal stormwater infrastructure. This project will also improve water quality by capturing sediment and removing pollutants.

Modeling was conducted to determine flood impacts to City-maintained roads in the project area including roadway length (ft) and the approximate impacted time (hours) for existing and proposed conditions. Currently, streets in the project area have standing water and are impassible for at least 48 hours following a 5-year storm event. The proposed project will convey to and detain water within a safe greenspace, and pump to a tributary of Jack Smith Creek, which flows to the Jack Smith Creek Wetlands. Once the project is complete, the model demonstrates a 5-year storm event will drain in less than an hour, and a 10-year storm event will drain within 3.12 hours. One hundred percent (100%) of the construction cost of the project will be used to create stormwater infrastructure to control stormwater quantity.

Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

RESOLUTION

WHEREAS, the City of New Bern has need for and intends to construct a project described as the Duffyfield Stormwater Enhancement Project; and

WHEREAS, the City of New Bern has need for and intends to plan for a project described as stormwater asset inventory and assessment; and

WHEREAS, the City of New Bern intends to request State loan and/or grant assistance for the project.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of New Bern:

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

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

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

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

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

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

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

ADOPTED THIS 27th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

1. Document a Stormwater Quality or Stormwater Quantity Issue

(Required by Session Law 2021-180 Section 12.14.(d)(i))

- A. Provide a narrative that describes the stormwater quality issue and/or stormwater quantity issue, based on historic or projected precipitation, and how the proposed project will be used to address the issue.

Since the early 2000s, the Duffyfield neighborhood has experienced both repetitive flooding from routine rain events as well as significant inundation during major storm events including Hurricanes Isabel, Irene, Matthew, Florence and Dorian. The Duffyfield Community, a historic African American neighborhood lying at the heart of the City of New Bern's Greater Five Points Area, is characterized by low elevations and poor drainage and experiences frequent flooding. Due to the historic characteristics of the community, the Duffyfield Neighborhood pre-dates current building development and stormwater standards. The stormwater infrastructure in Duffyfield is not adequate to convey, manage, or treat the 4 to 6 inches of accumulating water over a 24-hour period during 1-, 2- and 5-year rain events.

Flooding issues and repetitive loss properties in the Duffyfield area have been exacerbated by recent hurricanes, resulting in homes inundated with water and unsafe conditions. During Hurricane Florence, more than 30 inches of rain fell during a 72-hour period resulting in over 800 people being rescued. A significant number of rescues were residents of Greater Five Points, including the Duffyfield neighborhood.

Numerous properties within Duffyfield have been purchased by the City of New Bern through HMGP funding provided by FEMA. These condemned lots are currently vacant, unable to be developed, and are characterized by standing water, scrub trees, and overgrowth.

The Duffyfield Stormwater Enhancement Project is a four-phase project. The first phase, the rehabilitation of Biddle Street Stormwater Pond and Pump Station, is approximately 90% complete as of September 2022. The second phase of the project involves the construction of interconnected stormwater wetlands between Biddle and K Streets and the third phase will construct interconnected stormwater wetlands between K Street and the Murray right-of-way. The final phase of the project establishes a stormwater park.

B. Provide a map and/or narrative that identifies the location of the stormwater quality and/or stormwater quantity issue. The map and/or narrative must show or describe the watershed upstream of the location, and if possible, identify the acreage, percentage of impervious area and land use cover in the watershed upstream of the location. If providing a map, attach the map to this Certification Form.

The attached map shows the project area for phases 1 through 4 and the drainage area.

C. If available, provide photographs of the stormwater quality and/or stormwater quantity issue and identification of the amount of rainfall that caused the issue, based on the nearest reliable rain gauge, news articles about the issue, or other information that clearly demonstrates the issue. Attach this information to this Certification Form, if available.



Standing water in Duffyfield Neighborhood days after Hurricane Florence

2. Demonstrate that the Applicant would Experience a Significant Hardship raising the Revenue Necessary to Finance Stormwater Management Activities within its Jurisdiction. (Required by Session Law 2021-180 Section 12.14.(d)(ii))

Select the method to demonstrate significant hardship below:

Applicant Will Rely on Item 2.A: LGU Indicators or Benefits to Disadvantaged Areas,

OR

Applicant Will Rely on Item 2.B: Develop and Implement a New Stormwater Utility

- **Item 2.A:** For applications for Stormwater Construction (LASII) and Stormwater Planning Grants (LASII). Does not apply to applications to Develop and Implement a New Stormwater Utility.

An applicant must demonstrate eligibility by meeting either of the two criteria below (Criterion 1 or Criterion 2):

Criterion 1: At least one (1) of the five (5) five Local Government Unit (LGU) Indicators for the applicant are worse than the state benchmarks shown in the table below. The values for the LGU Indicators for all municipalities and counties in North Carolina are provided in tables on the [Division application webpage](#).

Local Government Unit Indicator		State Benchmarks for Fall 2022 Applications	Enter Value of Local Government Unit Indicator of Applicant ^{1,2}
1. Population Change	< =	4.5%	-0.3%
2. Poverty Rate	> =	14.0%	18.5
3. Median Household Income	< =	\$56,642	\$43,406
4. Unemployment Rate	> =	7.1%	6.3%
5. Per Capita Appraised Value of Property	< =	\$125,015	\$110,645

C. For Criterion 2, provide a description of how the proposed project will reduce the impact(s) of the described stormwater quality issue and/or stormwater quantity issue within the disadvantaged area. **If the proposed project will address both stormwater quality and stormwater quantity issues, provide a separate description for each issue.**

The proposed project mitigates flooding in the Duffyfield neighborhood by creating a series of interconnected constructed stormwater wetland areas capable of detaining approximately 2.27 million gallons of stormwater that is slowly discharged via pump station to the downstream Jack Smith Creek Wetlands and ultimately the Neuse River. The project effectively provides 10-year-level flood mitigation to a neighborhood with 58 historic properties, 4 critical facilities, 112 residential properties, and 4 community support and park sites. Currently, inundated streets in the community directly impact access to the Duffyfield Child Development Center, a Head Start program, and several churches that provide valuable community support services such as food boxes. Mitigating flood impacts in this low-lying area will have impacts upgradient particularly in mitigating potential flooding on Neuse Boulevard that would inhibit first responders from leaving the fire station as well as access to the hospital, Carolina East Health System.

¹ If two or more eligible applicants are working together on the proposed project and the collaboration is necessary in order to accomplish the construction project or to accomplish the goals of the study, enter the LGU Indicator values for the most distressed of the municipalities or counties.

² Please use the Local Government Unit Parameters (which supplies values for population change, poverty rate, median household income, unemployment rate, and property valuation per capita for all cities and counties in North Carolina) available on the [Division application webpage](#).

[REDACTED]

Line Item 1.C – More than 50 percent of the construction cost of the project will be used to create or improve, retrofit, repair, rehabilitate or replace existing stormwater infrastructure to control stormwater quantity

The Duffyfield Stormwater Enhancement Project lies on 58 acres of the Duffyfield Community in the Greater Fiver Points Neighborhood of the City of New Bern in Craven County, NC. The Duffyfield Stormwater Enhancement Project has two primary objectives that will result in community enhancement, economic resilience, and environmental stewardship. The objectives of the project are to improve water quality of the stormwater before its discharge into the Neuse River and to convey stormwater quickly from streets and properties. Characterized by low elevations (5-feet and below) and poor drainage due, the Duffyfield neighborhood, which was built prior to development standards and post-construction regulations, has experienced repetitive flooding from routine rain events and significant inundation during Hurricanes Isabel (2003), Irene (2011), Matthew (2016), Florence (2018), and Dorian (2019). The neighborhood within the project area has no formal stormwater infrastructure.

This project will improve water quality by capturing sediment and removing pollutants. Estimated benefits include at least an 85% reduction in Total Suspended Solids (TSS), a 44% nitrogen reduction, and a 40% phosphorous reduction for a 50% total pollutant load reduction.

Modeling was conducted to determine flood impacts to City-maintained roads in the project area including roadway length (ft) and the approximate impacted time (hours) for existing and proposed conditions. Currently, streets in the project area have standing water and are impassible for at least 48 hours following a 5-year storm event. The proposed project will convey to and detain water within a safe greenspace, and pump to the Jack Smith Creek Wetlands. Once the project is complete, the model demonstrates a 5-year storm event will drain in less than an hour, and a 10-year storm event will drain within 3.12 hours. One hundred percent (100%) of the construction cost of the project will be used to create stormwater infrastructure to control stormwater quantity.

New Bern claims 25 points for a project that

[REDACTED]

Line Item 2.A – Water quality improvement

Line Item 2.A.3 – Achieves at least 35% reduction in both Total Nitrogen (TN) and Total Phosphorus (TP) in Nutrient Sensitive Waters

The Duffyfield Stormwater Enhancement Project lies on 58 acres of the Duffyfield Community in the Greater Fiver Points Neighborhood of the City of New Bern in Craven County, NC. The Jack Smith Creek Wetlands into which the Duffyfield Stormwater Enhancement Project will drain is a unique water quality partnership between New Bern, The NC Ecosystem Enhancement Program, and the NC Land and Water Trust Fund. The wetland, part of the EEP Nutrient Offset Program, treats runoff from over 1,000 acres of residential and commercial property, which makes it the largest stormwater retrofit built to date in North Carolina. Jack Smith Creek drains into the Neuse River.

Jacks Smith Creek is a class C water, which is protected for secondary recreation, fishing, wildlife, fish consumption, aquatic life including propagation, survival, and maintenance of biological integrity, and agriculture.

As part of the Neuse River basin, Jacks Smith Creek is also classified as a nutrient sensitive waterway (NSW), a designation intended for waters needing additional nutrient management due to being subject to excessive growths of microscopic or macroscopic vegetation. In the case of the Neuse River Estuary, excessive chlorophyll-a as an indicator of algal blooms have resulted in total maximum daily load (TMDL) thresholds for nitrogen. In 1996 as a response to widespread fish kills, algal blooms, and low dissolved oxygen levels, the North Carolina General Assembly passed House Bill 1339, a bill that set a goal of reducing the nitrogen load in the Neuse River estuary by 30%. The Neuse River Nutrient Sensitive Waters Management Strategy was launched in 1997 as the plan for which this goal would be met, and the EPA approved TMDLs in 1999 and 2002 to establish total nitrogen allocations for the river.

As a Neuse River tributary, Jacks Smith Creek degradation exacerbates these water quality issues downstream and is subject to the Neuse River TMDLs. The City of New Bern is developing a Watershed Action Plan to provide a framework for implementing the rules and goals associated with those TMDLs.

The proposed Duffyfield Stormwater project has been designed according to the NC DEQ Stormwater Design Manual. Adhering to the stormwater manual, New Bern expects to see the following benefits to water quality:

- 44% removal of Total Nitrogen (TN)
- 40% removal of Total Phosphorus (TP), and
- 70% removal of Total Suspended Solids (TSS).

Based on the current land use in the Duffyfield community, the stormwater manual predicts the concentrations of pollutants and the amount of contamination reduction expected. Currently, annual runoff from Duffyfield discharges 411 pounds of TN, 53 pounds of TP, and 11,203 pounds of TSS.

New Bern claims 10 points for achieving at least 35% reduction in both Total Nitrogen and Total Phosphorus in nutrient sensitive waters.

Line Item 2.B – Flood reduction

Line Item 2.B.2 – Reduces structural flooding in habitable structures or improves ability to access habitable structures during a flood event

Because of the topography of this low-lying neighborhood, after a storm event or heavy rainfall such as a 1-year or 2-year rain event, rainwater commonly sits for days in streets and on properties (see images of typical flooding in the project area included at the back of this attachment). This project will provide a method of not only detaining the water within a safe greenspace, but also pumping it out, dramatically reducing the amount of time standing water will impact the residential homes and public infrastructure in the community. Based on initial modeling, during a 10-year storm event, flooding on local streets currently lasts from 53-137 hours. However, after this project, flooding during a 10-year storm event on local roadways will be negligible (up to 3 hours). Flooding impacts to properties will also be drastically reduced. During a 10-year storm event flooding would currently impact properties for 44- 167 hours depending on the property location.

Specifically, the project will reduce flooding at habitable structures located at the following addresses:

- 711 B Street
- 892 Fowlers Lane

- 923 Fowlers Lane
- 1022 Pavie Avenue
- 1027 Bloomfield Street
- 1019 F Street
- 1021 Lees Avenue
- 1015 Lees Avenue
- 1013 Lees Avenue
- 1009 Lees Avenue
- 912 Sampson Street

These properties flood due to localized rainfall and the runoff within the drainage area of the Duffyfield Neighborhood. The neighborhood lacks stormwater infrastructure along the streets. The Duffyfield Stormwater Enhancement Project will benefit 112 habitable structures, 4 critical facilities, and 4 community support and park sites.

New Bern claims 8 points for reducing structural flooding in habitable structures.

Line Item 2.B.3 – Reduces street flooding

Because of the topography of this low-lying neighborhood, after a storm event or heavy rainfall such as a 1-year or 2-year rain event, rainwater commonly sits for days in streets and on properties (see images of typical flooding in the project area included at the back of this attachment). This project will provide a method of not only detaining the water within a safe greenspace, but also pumping it out, dramatically reducing the amount of time standing water will impact the residential homes and public infrastructure in the community. Based on initial modeling, during a 10-year storm event, flooding on local streets currently lasts from 53-137 hours. However, after this project, flooding during a 10-year storm event on local roadways will negligible (up to 3 hours). Flooding impacts to properties will also be drastically reduced. During a 10-year storm event flooding would currently impact properties for 44- 167 hours depending on the property location. To earn points in this sub-category, the applicant must provide evidence that street flooding occurs.

Specifically, the project will reduce street flooding on Fowlers Lane, Biddle, Bloomfield, B, F, and K Streets.

New Bern claims 5 points for reducing street flooding if DWI deems that the project does not adequately reduce structural flooding (Item 2.B.2)

Line Item 2.D – Project has been identified through a local or regional resilience planning process that included a vulnerability assessment for future conditions and long-term strategies for addressing flooding, sea level rise, or other environmental changes

The Duffyfield Stormwater Enhancement Project was identified as the overall top priority project in the City of New Bern’s Resiliency and Hazard Mitigation Plan that was approved by the Board of Aldermen March 22, 2022. The Executive Summary of the Resiliency Plan summarized the stakeholder engagement with following:

The Planning Team invited a wide range of stakeholders to participate in a two-session virtual workshop, held over Zoom on February 22, 2021, from 9:00 a.m. to 11:30 a.m. and February 24, 2021, from 1:00 p.m. to 3:00 p.m. that educated, engaged, and gathered input from these stakeholders. Stakeholders represented a diverse group, including state representatives, local liaison groups, nonprofits, designers, professors, service members, and neighborhood and community representatives. The format included both large group sessions and smaller breakouts

focusing on the following topics: flood vulnerability assessment, historic preservation, public outreach and education, and the environment & nature-based and engineering solutions. Between 32-35 stakeholders attended the workshop over the course of two sessions, with 42-45 total participants including the moderators and notetakers.

The Resiliency and Hazard Mitigation Plan is available on the City of New Bern's Resiliency webpage: https://www.newbernnc.gov/departments/development_services/resiliency.php

New Bern claims 3 points for addressing a project identified through a local resilience planning process.

Line Item 2.E – Includes an innovative stormwater project to address stormwater quantity, or as described in the “Innovative Stormwater Program FAQs” section of the current NC Land and Water Fund Innovative Stormwater Program Manual to address stormwater quality.

The Duffyfield Stormwater Enhancement Project has received partial funding from the NC Land and Water Fund (NCLWF) for an Innovative Stormwater project.

Establishing Duffyfield Stormwater Enhancement Project as an innovative stormwater project:

The Duffyfield Community, a historic African American neighborhood lying at the heart of the City of New Bern's Greater Five Points Area is characterized by low elevations and poor drainage and experiences frequent flooding. Due to the historic characteristics of the community, the Duffyfield Neighborhood pre-dates current building development and stormwater standards. The stormwater infrastructure in Duffyfield is not adequate to convey, manage, or treat the 4 to 6 inches of accumulating water over a 24-hour period during 1-, 2- and 5-year rain events.

The proposed project project to reduce flooding in the Duffyfield neighborhood by creating a series of interconnected constructed stormwater wetland areas capable of detaining approximately 2.27 million gallons of stormwater that will be slowly discharged via pump station to the downstream Jack Smith Creek Wetlands and ultimately into the Neuse River. This project will improve water quality by capturing sediment and removing pollutants, including an 85% reduction in Total Suspended Solids, a 44% nitrogen reduction, and a 40% phosphorous reduction for a 50% total pollutant load reduction. This project provides 10-year-level flood mitigation to a neighborhood with 58 historic properties, 4 critical facilities, 112 residential properties, and 4 community support and park sites. This project demonstrates an innovative approach to repurpose FEMA-acquired lots and vacant underutilized property in a disadvantaged community to mitigate flooding, improve water quality, and establish recreational and educational amenities.

The context of an innovative stormwater project:

The Duffyfield Stormwater Enhancement Project lies on 58 acres of the Duffyfield Community in the Greater Five Points Neighborhood of the City of New Bern in Craven County, NC. The Jack Smith Creek Wetlands into which the Duffyfield Stormwater Enhancement Project will drain is a unique water quality partnership between New Bern, The NC Ecosystem Enhancement Program, and the NC Land and Water Trust Fund. The wetland, part of the EEP Nutrient Offset Program, treats runoff from over 1,000 acres of residential and commercial property, which makes it the largest stormwater retrofit built to date in North Carolina. Jack Smith Creek drains into the Neuse River.

The Duffyfield Stormwater project proposes to construct a series of interconnected constructed stormwater wetland areas that mimic the function of a natural wetland, which will drain to the rehabilitated Biddle Street Stormwater Pond. The design relies on experience with constructed wetlands to store and treat stormwater

runoff, which will mitigate flooding and improve water quality. The project, including the discharge to the Jack Smith Creek Wetlands, is an innovative approach to stormwater management.

The Duffyfield Stormwater project, noted as a model for aesthetic design, demonstrates innovation for the City of New Bern to construct stormwater control measures on City-owned property in a disadvantaged community to mitigate flooding, improve water quality, and establish attractive recreational and educational amenities to an underserved community. This project also leverages innovation by incorporating multiple project partners and funding sources, which allow the City to maximize its resources and set an example for how to leverage resources to be able to implement and achieve complex projects. The partnership with North Carolina State University facilitates research into hydraulic retention time to determine if effective treatment may be achieved in a smaller, more cost-effective wetlands footprint. If stormwater control measures can achieve water quality goals through smaller footprints and lower price points, implementing stormwater improvements will be more accessible to many more communities. A NCSU Dept. of Agricultural and Biological Engineering graduate student will present a report on Biddle St. HRT at a regional conference in 2024. NCLWF funds will be used in the construction of the constructed wetland nearest the railroad where F Street pavement will be removed.

The description of how the project builds on current stormwater experience and practices:

The Preliminary Engineering Report for the Duffyfield Stormwater Enhancement Project assessed three alternatives to address stormwater conveyance and water quality in Duffyfield that included a do-nothing approach, a traditional stormwater wet pond, and proposed inter-connected linear constructed wetland.

The inter-connected linear constructed wetland provides storage of runoff in the project, mitigates impact of nuisance flooding, treats stormwater runoff to improve water quality of the watershed, establishes a wetland environment with native plant species beneficial to wildlife, and relies on smaller and shallower pools.

New Bern rejected the alternative to construct a stormwater wet pond or ponds in lieu of constructed stormwater wetlands. The wet ponds would have a similar footprint as the constructed stormwater wetlands, cost slightly less, but it would not provide the same level of pollutant treatment as the constructed stormwater wetland. Furthermore, the wet ponds would provide limited recreational or educational ancillary benefits, and the additional depth of the pool required to achieve water quality goals would be more difficult to construct and would pose a greater risk to the public.

The No Action Alternative was rejected because Duffyfield Community continues to experience nuisance flooding, which may worsen due to climate change, and does not provide the desired economic resiliency. No action has no environmental benefits, leaves the community void of open space amenities, and severely limits properties on which affordable housing may be established in the community.

The Duffyfield Stormwater Enhancement Project lies on 58 acres of the Duffyfield Community in the Greater Fiver Points Neighborhood of the City of New Bern in Craven County, NC. The Jack Smith Creek Wetlands into which the Duffyfield Stormwater Enhancement Project will drain is a unique water quality partnership between New Bern, The NC Ecosystem Enhancement Program, and the NC Land and Water Trust Fund. The wetland, part of the EEP Nutrient Offset Program, treats runoff from over 1,000 acres of residential and commercial property, which makes it the largest stormwater retrofit built to date in North Carolina. Jack Smith Creek drains into the Neuse River.

New Bern claims 5 points for an innovative stormwater project.

Line Item 2.F – Includes a public education component such as signage describing the function of the stormwater quality or quantity infrastructure

The Duffyfield Stormwater Enhancement Project will also result in the development of a stormwater park, including recreational amenities, such as trails (2,603 LF), a playground, shelters, public art, environmental education, and open space in the disadvantaged Duffyfield neighborhood. This project provides the greatest support to those with the greatest need by providing these recreational and educational opportunities in the heart of a community with limited access.

To date, New Bern has already hosted two public information meetings specifically to discuss the Duffyfield Stormwater Enhancement Project. These meetings included a schematic overview of the project and a description of how the constructed wetlands will treat stormwater runoff. The plans for the stormwater park include appropriate signage throughout to identify the SCM on site and how that measure improves water quality. The signage will acknowledge ARPA LAsII funds as well as other funders and supporters of the project.

New Bern claims 1 point for including a public education component.



Line Item 3.A – Local planning

Line Item 3.A.1 – Applicant has developed or is developing a local flood resiliency plan, watershed plan, stormwater management plan, stream restoration plan, or estuary restoration plan, and the proposed project is included in the plan, as of the date of application.

The City of New Bern developed a city-wide Resiliency and Hazard Mitigation Plan, which was approved by the Board of Aldermen March 22, 2022. Minutes of the March 22nd meeting are included in the Supporting Documents. The Resiliency Plan was developed in the aftermath of Hurricane Florence, which caused inundation of many sections of the city with an unprecedented storm surge of 11-plus feet. As part of the development of the plan, the City conducted a Vulnerability Assessment that identified the vulnerability to floodplain inundation, storm surge, and tidal flooding. The plan prioritized the Duffyfield Stormwater Enhancement Project as the overall top priority project. As of mid-September, the city is working with the regional planners of the NC Division of Emergency Management to have the Resiliency and Hazard Mitigation officially incorporated into the regional Hazard Mitigation Plan.

New Bern is also working with NC State University (NCSU) to develop a Watershed Action Plan (WAP) for Jack Smith Creek Watershed. The plan is part of the Neuse River Estuary TMDL Implementation Plan and provides a table outlining the contaminant reduction expected for the range of stormwater control measures (SCM). The draft plan is attached in the Supporting Documents. The Extension Associate of the Stormwater Engineering Research Group at NCSU is currently preparing a final draft of the Watershed Action Plan for the city to review and approve.

New Bern claims 5 points for developing a local flood resiliency plan.

Line Item 4.B – Local Government Unit (LGU) Indicators

Line Item 4.B.4

The City of New Bern meets 4 out of 5 LGU indicators worse than state benchmark as demonstrated in the table below and the attached LGU Indicator Calculator for Stormwater.

Local Government Unit Indicator		State Benchmarks for Fall 2022 Applications	City of New Bern Local Government Unit Indicators
1. Population Change	< =	4.5%	-0.3%
2. Poverty Rate	> =	14.0%	18.5
3. Median Household Income	< =	\$56,642	\$43,406
4. Unemployment Rate	> =	7.1%	6.3%
5. Per Capita Appraised Value of Property	< =	\$125,015	\$110,645

New Bern claims 10 points for Local Government Indictors.

Line Item 4.C – Project benefits disadvantaged areas

One hundred percent (100%) of the project directly impacts the Duffyfield Community, a historically African American community, which covers approximately 462 acres and is characterized by low elevations (5-feet above mean sea level or lower) and is generally located within a topographic depression. Historic Duffyfield (established in approximately 1790) and surrounding Greater Five Points Neighborhood were the economic and business center for Craven County’s African American community at the end of the Civil War. Since the 1950’s, the Duffyfield neighborhood’s economic base has eroded and the area has been plagued by economic vulnerabilities including the risk of water inundation to residences, contaminated runoff, decaying historic structures, vacant lots, high unemployment and disinvestment. The Duffyfield Community, with a population of 3,300 (approximately 10% of the City of New Bern’s population), is a disadvantaged community characterized by persistent poverty as classified by HUD (census tract 9608), low transportation access, low income, and a disproportionate environmental burden.

Group data from the US Census (Census Tract 9608) shows the area has among the highest population density in the City. Home to over 3,300 residents, the Duffyfield Community is predominantly African American with a median household income of \$21,977. Over 50% of households in this census tract receive SNAP benefits. Less than 50% of residents own cars and face barriers to daily transportation, which

contributes to the lack of employment opportunities. The CDC Social Vulnerability index for this census tract is .965 on a scale of 0 to 1 where 1 indicates the highest vulnerability. See the chart below for additional information:

Indicator (ACS 5-year Estimates)	Value	Percentile Rank
Households Living Below Poverty Line	28%	Highest 25 th
Households Receiving SNAP Benefits	53%	Highest 25 th
Median Household Income	21,977	Lowest 25 th
CDC Social Vulnerability Index	.965	Highest 25 th

Flooding in this area has resulted in recurring damage to properties and infrastructure. Damage to homes in Duffyfield often remain unrepaired due to the limited financial security for residents to do so, which has resulted in many vacant properties and the gradual degradation of the neighborhood. Currently 47% of the 1,899 parcels in Duffyfield are vacant contributing to the area's continued lack of depressed value. The occurrence of flooding from more frequent rain events exacerbates the decline in Duffyfield's economic and environmental well-being. Lack of maintenance of abandoned and undevelopable lots has facilitated illegal dumping, exacerbating the contamination of stormwater, and contributing to the visual blight.

The Duffyfield Community lies within the City of New Bern Redevelopment Boundary Area, falling under the New Bern Redevelopment Commission Plan. The area has been fraught with social and economic challenges, with decades of public and private disinvestment and is identified as one of the most economically and ecologically vulnerable communities within the State. The Redevelopment Plan outlines 9 guiding principles to reverse the overall decline of the neighborhood and support economic growth and public health. The plan objective 3.1 seeks to "reduce the impact and frequency of localized flooding in the Redevelopment Area

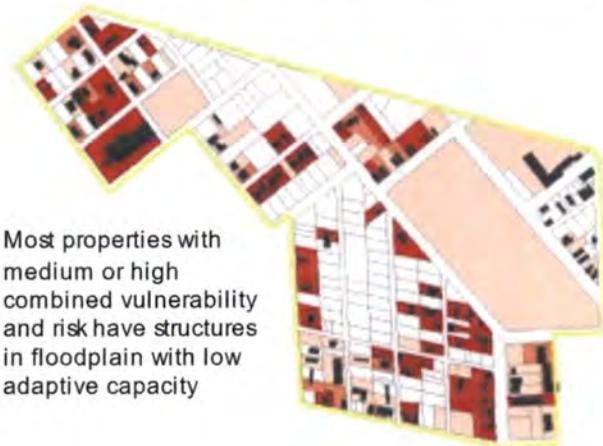
NC DEQ's Community Mapping System documents the Census Block Group in which the Duffyfield Stormwater Enhancement Project lies having "approximately 100% of the population is a minority and approximately 59% is classified as low-income"

As part of the City's Hazard Mitigation and Resiliency Plan, the City conducted a vulnerability and risk assessment for the City of New Bern. The Assessment Framework was a data-driven approach that focused on aspects of (1) vulnerability: susceptibility based on sensitivity/potential impact and adaptive capacity and (2) risk scoping: the probability and negative consequence of threats. Adaptive Capacity was also used to determine which assets have the ability to cope with minimal disruption or cost.

This assessment found that most structures in the Duffyfield Community had a high vulnerability and risk with low adaptive capacity. In addition, the risk assessment found that all roads are potentially inaccessible during a major flood. The following map-view graphics of the project area depict the existing vulnerability and risk assessment for the Duffyfield Community.

Vulnerability and risk assessment (100 & 500-yr flood)

Assessment of non-vacant properties	Number/Percent	Improvement Value	Notes
Exposure to flooding (500-yr floodplain)	119 (90%)	\$2,585,470	Most of area within 500-yr or 100-yr floodplain
Medium or High Vulnerability and Risk	71 (52%)	\$1,681,850	Includes school, 3 cultural, 58% of residential, 40% historic

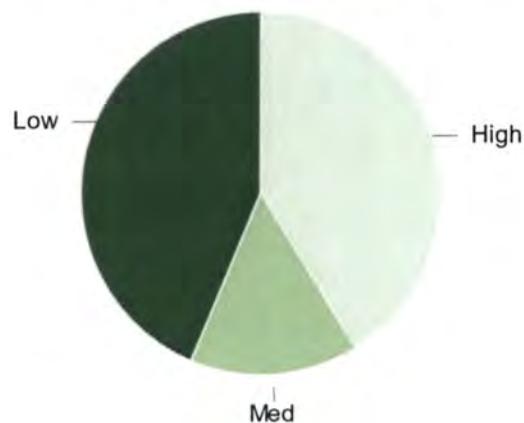


Property characteristics

Year built	Number/Percentage	
Pre-Firm (before 1978)	78	81%
1978-2000	10	10%
2001-present	9	9%

Adaptive Capacity based (see right)	#	Associated Improvement value
High (more than 1 ft above BFE)	49	\$874,970
Medium (between 0-1 ft above BFE)	18	\$508,880
Low (below BFE)	52	\$1,201,620

Levels of Adaptive Capacity to Flooding based on building first floor elevations



Levels are based on building first floor elevations (FFE) in relation to base flood elevation (BFE)

Addressing stormwater quantity issues:

The Duffyfield Community Stormwater Enhancements Project is a project to reduce flooding in the Duffyfield neighborhood by creating a series of interconnected constructed stormwater wetland areas

capable of detaining approximately 2.27 million gallons of stormwater. This project is designed to provide 10-year-level flood mitigation to a neighborhood with 58 historic properties (includes properties on national register list or within historic district, 4 critical facilities that support several Community Lifelines (two schools, one utility building, and one public safety building), 112 residential properties, 13 of which are multi-residences, and 4 community support services(primarily churches). In addition, this project will provide risk reduction to 6.5 miles of minor (residential) roads.

Phase I of the project involved the rehabilitation and expansion of an existing stormwater pond at Biddle Street and the upsizing of an existing pump station and force main. Phase I is under construction and is nearly complete with construction costs of approximately \$790,000.00.

Utilizing the existing city-owned vacant parcels previously acquired through FEMA Hazard Mitigation programs, Phases II-III of the project include a series of interconnected constructed stormwater wetland areas intended to mimic the function of a natural wetland. The constructed wetlands will mitigate flooding in Duffyfield and improve water quality as runoff drains to the Biddle Street Stormwater Pond rehabilitated in Phase I. The proposed ±5-acre wetland will receive direct stormwater runoff from the adjacent 59 acres of developed area. The proposed project will create a linear stormwater wetland by providing 1-2 feet of storage capable of detaining approximately 2.27 million gallons of stormwater that will be slowly discharged via pump station to a tributary of Jack Smith Creek downstream. Based on preliminary calculations, it is estimated that this measure will reduce the pollutant load by about 50% and could handle 5 to 6 inches of rain over a 24-hour period, exceeding the state requirement.

Because of the topography of this low-lying neighborhood, after a storm event or heavy rainfall such as a 1-year or 2-year rain event, rainwater commonly sits for days in streets and on properties (see images of typical flooding in the project area included at the back of this attachment). This project will provide a method of not only detaining the water within a safe greenspace, but also pumping it out, dramatically reducing the amount of time standing water will impact the residential homes and public infrastructure in the community. Based on initial modeling, during a 10-year storm event, flooding on local streets currently lasts from 53-137 hours. However, after this project, flooding during a 10-year storm event on local roadways will negligible (up to 3 hours). Flooding impacts to properties will also be drastically reduced. During a 10-year storm event flooding would currently impact properties for 44- 167 hours depending on the property location. However, after mitigation, flooding would be negligible with most properties having no flooding. A preliminary engineering report and environmental documentation has been completed and is attached.

Finally, Phase IV of the Duffyfield stormwater enhancements will provide enhanced risk reduction as it includes the development of a stormwater park with a series of trails integrated into the linear stormwater wetland system to provide additional flood mitigation, as well as educational and recreational opportunities for the community.

Addressing stormwater quality issues:

The Neuse River is classified as Impaired on either side of the mouth of Jack Smith Creek, into which runoff from Duffyfield drains. The data on contaminants as documented in the 2022 Integrated Report for this section of the Neuse River is attached in the Supporting Documents. Total Nitrogen is noted as exceeding criteria.

Incorporating an innovative approach to repurpose FEMA-acquired lots and vacant underutilized property in a disadvantaged community to mitigate flooding, the proposed project will improve water quality by capturing sediment and removing pollutants, including an 85% reduction in Total Suspended Solids, a 44% nitrogen reduction, and a 40% phosphorous reduction for a 50% total pollutant load reduction.

New Bern claims 10 points for a Project benefitting disadvantaged areas.

Priority Rating System Score Sheet for Stormwater Construction Projects
 Funded with the Local Assistance for Stormwater Infrastructure Investment (LASII) Grants

Instructions for Applicant: For each line item, place an **"X"** to claim the points for that line item. Be sure that the required narrative includes justification for every line item claimed. At the end of each category, provide the total points claimed for each program in the subtotal row for that category. Then add the subtotals from each category and enter the Total Points for All Categories in the last line. ***Note that some categories have a maximum allowed points that may be less than the total of individual line items.***

Line Item #	Category 1 – Project Purpose Points will be awarded for <u>only one</u> Project Purpose: 1.A or 1.B or 1.C	Place "X" in this box if claimed	Points
1.A	More than 50 percent of the construction cost of the project will be used to create new stormwater control measures (SCMs) or to improve, retrofit, repair, rehabilitate or replace existing SCM infrastructure to control stormwater quality		
1.A.1	Proposed SCMs are nature-based solutions, OR		35
1.A.2	Proposed SCMs are not nature-based solutions		25
1.B	Restoration of streams, wetlands, buffers, or estuaries to control stormwater quality		25
1.B.1	Project includes restoration of a first order stream and includes stormwater infiltration SCMs		2 (additional points)
1.B.2	Project includes restoration of permanent riparian buffers to at least 30 feet on both sides of the stream		2 (additional points)
1.C	More than 50 percent of the construction cost of the project will be used to create or improve, retrofit, repair, rehabilitate or replace existing stormwater infrastructure to control stormwater quantity	X	25
Maximum points available for Category 1 – Project Purpose			35
Subtotal claimed by Applicant for Category 1 – Project Purpose			25
Line Item #	Category 2 – Project Benefits	Place "X" in this box if claimed	Points
2.A	Water Quality Improvement		
2.A.1	Project <u>directly benefits</u> subwatersheds that are impaired as noted on the most recent final version of the Integrated Report, OR		15
2.A.2	Project <u>directly benefits</u> specific classified waters, OR		10

Priority Rating System Score Sheet for Stormwater Construction Projects Funded with the Local Assistance for Stormwater Infrastructure Investment (LASII) Grants			
2.A.3	Achieves at least 35% reduction in both Total Nitrogen (TN) and Total Phosphorus (TP) in Nutrient Sensitive Waters, OR	X	10
2.A.4	Achieves at least 35% reduction in both Total Nitrogen (TN) and Total Phosphorus (TP) in Non-Nutrient Sensitive Waters, OR		5
2.A.5	Directly benefits a NC Natural Heritage Program natural area		3
2.B	Flood Reduction		
2.B.1	Increases public safety by improving the applicant's ability to access and operate critical infrastructure during flood events such as water and/or wastewater treatment infrastructure, schools, hospitals, and/or emergency response facilities, including NC Department of Transportation (NCDOT) Evacuation Routes, OR		15
2.B.2	Reduces structural flooding in habitable structures or improves ability to access habitable structures during a flood event, OR	X	8
2.B.3	Reduces street flooding		5
2.C	By working together, <u>two or more units of local government</u> improve stormwater quality and/or quantity control through collaborative efforts that are necessary in order to accomplish the project		10
2.D	Project has been identified through a local or regional resilience planning process that included a vulnerability assessment for future conditions and long-term strategies for addressing flooding, sea level rise, or other environmental changes	X	3
2.E	Includes an innovative stormwater project to address stormwater quality or stormwater quantity	X	5
2.F	Includes a public education component such as signage describing the function of the stormwater quality or quantity infrastructure	X	1
Maximum points available for Category 2 – Project Benefits			30
Subtotal claimed by Applicant for Category 2 – Project Benefits			27
Line Item #	Category 3 – System Management	Place "X" in this box if claimed	Points
3.A	Local Planning		

Priority Rating System Score Sheet for Stormwater Construction Projects Funded with the Local Assistance for Stormwater Infrastructure Investment (LASII) Grants			
3.A.1	Applicant has developed or is developing a local flood resiliency plan, watershed plan, stormwater management plan, stream restoration plan, or estuary restoration plan, and the proposed project is included in the plan, as of the date of application, OR	X	5
3.A.2	Applicant has implemented an Operation and Maintenance Plan for stormwater infrastructure which includes inspections, repairs, and maintenance, as of the date of application		3
3.B	Applicant has a current Stormwater Capital Improvement Plan (CIP) that spans at least 5 years and proposed project is included in the CIP		2
3.C	Stormwater Utility		
3.C.1	Applicant has established or is developing or implementing a Stormwater Utility with a Stormwater Enterprise Fund, OR		5
3.C.2	Applicant has established or is developing or implementing a Stormwater Management Program without a Stormwater Enterprise Fund		3
Maximum points available for Category 3 – System Management			10
Subtotal claimed by Applicant for Category 3 – System Management			5
Line Item #	Category 4 – Affordability	Place “X” in this box if claimed	Points
4.A	Population		
4.A.1	Population is less than 10,000, OR		3
4.A.2	Population is greater than or equal to 10,000 but less than 20,000		2
4.B	Local Government Unit (LGU) Indicators		
4.B.1	1 out of 5 LGU indicators worse than state benchmark, OR		4
4.B.2	2 out of 5 LGU indicators worse than state benchmark, OR		6
4.B.3	3 out of 5 LGU indicators worse than state benchmark, OR		8
4.B.4	4 out of 5 LGU indicators worse than state benchmark, OR	X	10

Priority Rating System Score Sheet for Stormwater Construction Projects Funded with the Local Assistance for Stormwater Infrastructure Investment (LASII) Grants			
4.B.5	5 out of 5 LGU indicators worse than state benchmark		12
4.C	Project benefits disadvantaged areas: 50 percent or more of the total project cost will benefit disadvantaged areas	X	10
Maximum points available for Category 4 – Affordability			25
Subtotal claimed by Applicant for Category 4 – Affordability			20
Total Points Claimed by Applicant for All Categories for Stormwater Construction Project			82
Maximum Points Available for All Categories for Stormwater Construction Project			100

Duffyfield Stormwater Enhancement Project - Phases 2-4

ENGINEER'S OPINION OF PROBABLE COST

February 9, 2022

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
SECTION I - EROSION CONTROL, GRADING, AND SCM LANDSCAPING					
EROSION CONTROL					
1	Furnish, Install, Maintain & Remove Construction Entrance	4	EA	\$3,000.00	\$12,000.00
2	Construction Fence	4000	LF	\$8.50	\$34,000.00
3	Furnish & Install Rip Rap 22" Thick Class B w/ Filter Fabric	260	SY	\$125.00	\$32,500.00
4	Furnish, Install & Remove Inlet Protection	12	EA	\$825.00	\$9,900.00
5	Furnish & Install Matting	550	SY	\$2.00	\$1,100.00
6	Furnish, Install & Remove Concrete Truck Washout	1	LS	\$1,200.00	\$1,200.00
SUBTOTAL EROSION CONTROL					\$90,700.00
GRADING					
1	Mobilization	1	LS	\$125,000.00	\$125,000.00
2	Construction Surveying	1	LS	\$35,000.00	\$35,000.00
3	Traffic Control	1	LS	\$25,000.00	\$25,000.00
4	Clearing and Grubbing - including Demolition of Existing Structures	8	AC	\$12,000.00	\$96,000.00
5	Dewatering	1	LS	\$255,000.00	\$255,000.00
6	Furnish, Install & Remove Temporary Cofferdam for Biddle Street Stormwater Pond Tie-in	1	LS	\$5,000.00	\$5,000.00
7	Furnish & Install Temporary Seeding and Mulching	8.0	AC	\$2,000.00	\$16,000.00
8	Furnish & Install Permanent Seeding and Mulching	4.3	AC	\$2,000.00	\$8,600.00
9	Spoil Excavation Haul Off Site	17600	CY	\$15.00	\$264,000.00
10	Remove Existing Asphalt Paving and Backfill to Grade (Assume 11")	3300	SY	\$8.50	\$28,050.00
11	Unclassified Excavation	19000	CY	\$12.00	\$228,000.00
12	Undercut (below design grade if needed & incl. disposal off-site)	1900	CY	\$35.00	\$66,500.00
SUBTOTAL - GRADING					\$1,152,150.00
Landscaping (Stormwater Wetland)					
1	Fine Grading	17800	SY	\$1.75	\$31,150.00
2	Soil Amendment	4.30	AC	\$750.00	\$3,225.00
3	Sod Slopes	3100	SY	\$8.25	\$25,575.00
4	Furnish & Install Wetland Planting (Herbaceous)	16500	EA	\$10.00	\$165,000.00
5	Furnish & Install Wetland Planting (Shrub)	530	EA	\$25.00	\$13,250.00
6	Furnish & Install Wetland Planting (Grasses)	3500	EA	\$10.00	\$35,000.00
7	Furnish & Install Wetland Planting (Ornamental Trees)	88	EA	\$500.00	\$44,000.00
SUBTOTAL - LANDSCAPING STORMWATER WETLAND					\$317,200.00
SUBTOTAL - SECTION I - EROSION CONTROL, GRADING AND SCM LANDSCAPING					\$1,560,050.00
SECTION II - STORM DRAINAGE, SANITARY SEWER, WATER					
STORM DRAINAGE					
1	Furnish & Install Outlet Riser Structure 0'-6' Deep	1	EA	\$15,000.00	\$15,000.00
2	Furnish & Install Yard Inlet 0-6'	3	EA	\$6,000.00	\$18,000.00
3	Furnish & Install Excavate Roadside Swale	4000	LF	\$40.00	\$160,000.00
4	Furnish & Install 18" FES	13	EA	\$1,300.00	\$16,900.00
5	Furnish & Install 18" RCP	300	LF	\$70.00	\$21,000.00
6	Furnish & Install 36" RCP	200	LF	\$150.00	\$30,000.00
SUBTOTAL - STORM DRAINAGE					\$260,900.00
SANITARY SEWER					
1	Furnish & Install MH 6-8' - 4' Diameter	2	EA	\$8,000.00	\$16,000.00
2	Furnish & Install Tie to Ex. MH	4	EA	\$2,500.00	\$10,000.00
3	Furnish & Install 8" DIP 6-8'	1100	LF	\$240.00	\$264,000.00
4	Furnish & Install Pump around to relocate sewer	1	LS	\$25,000.00	\$25,000.00
SUBTOTAL - SANITARY SEWER					\$315,000.00
WATER SYSTEM					
1	Tie to Existing Watermain	4	EA	\$650.00	\$2,600.00
2	Furnish & Install 8" DIP Watermain	300	LF	\$210.00	\$63,000.00
4	Furnish & Install 8" Gate Valve	4	EA	\$2,500.00	\$10,000.00
6	Furnish & Install 3/4" Services	11	EA	\$1,250.00	\$13,750.00
7	Furnish & Install Fire Hydrant and Valve Assembly	2	EA	\$2,500.00	\$5,000.00
SUBTOTAL - WATER					\$94,350.00
SUBTOTAL - SECTION II - STORM DRAINAGE, SANITARY SEWER, WATER					\$670,250.00
SECTION III - STORMWATER PARK COMPONENTS					
PAVING					
1	Access drives/Greenway Trail	2400	SY	\$40.00	\$96,000.00
2	Boardwalks	140	FT	\$500.00	\$70,000.00
3	Observation Decks ⁽¹⁾	5	EA	\$25,000.00	\$125,000.00
4	Playground ⁽¹⁾	1	LS	\$200,000.00	\$200,000.00
5	Shelter ⁽¹⁾	1	LS	\$125,000.00	\$125,000.00
6	Park Amenities (Benches, Trashcans, Signage, Art Work, etc.) ⁽¹⁾	1	LS	\$100,000.00	\$100,000.00
⁽¹⁾ Not Eligible for Funding					\$96,000.00
SUBTOTAL - PARK COMPONENTS					\$716,000.00
SUBTOTAL - SECTION III - STORMWATER PARK COMPONENTS					\$716,000.00

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
				ELIGIBLE CONST. COST:	\$2,326,300.00
				15% CONTINGENCY:	\$348,945.00
				ENGINEERING & PERMITTING:	\$205,000.00
				CONSTRUCTION ADMINISTRATION:	\$50,000.00
				WETLAND MITIGATION:	\$270,000.00
				PROPERTY ACQUISITION:	\$90,000.00
				ELIGIBLE CONST. TOTAL:	\$3,290,245.00
				GRANT MANAGEMENT:	\$14,957.00
				TOTAL ELIGIBLE FOR LOAN:	\$3,305,202.00
				PARK CONSTRUCTION:	\$620,000.00
				15% CONTINGENCY:	\$93,000.00
				PARK TOTAL:	\$713,000.00
				TOTAL CONSTRUCTION:	\$4,018,202.00

Notes: *This estimate of probable cost is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of the estimators.*



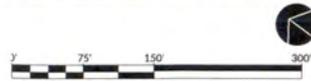
Total Project Area: ~9.18 acres
 -City Owned/To Be Acquired
 -15 Vacant Properties
 -Areas Subject to Nuisance Flooding

Phase 1 Area: ~1.05 acres
 -Contains ~0.75 acre Detention Pond
 -Contains Pump Station
 -Construction Completed Summer 2021

Phase 2-4 Area: ~8.13 acres
 -Proposed ~4.7 acre Stormwater Wetland
 -Proposed Park Amenity Features
 -Construction Tentatively Planned for 2023

LEGEND

- PROJECT AREA
- PARCELS WITHIN PROJECT AREA
- PARCELS (WHITE)



Notes: Aerial Imagery courtesy of NC OneMap

PROJECT SITE

DUFFYFIELD COMMUNITY STORMWATER ENHANCEMENTS & PARK PROJECT

NEUSE RIVER

ONE MILE
HALF MILE
QUARTER MILE

JT BARBER
ELEMENTARY SCHOOL

HEAD START
(CHILD DEVELOPMENT CENTER)

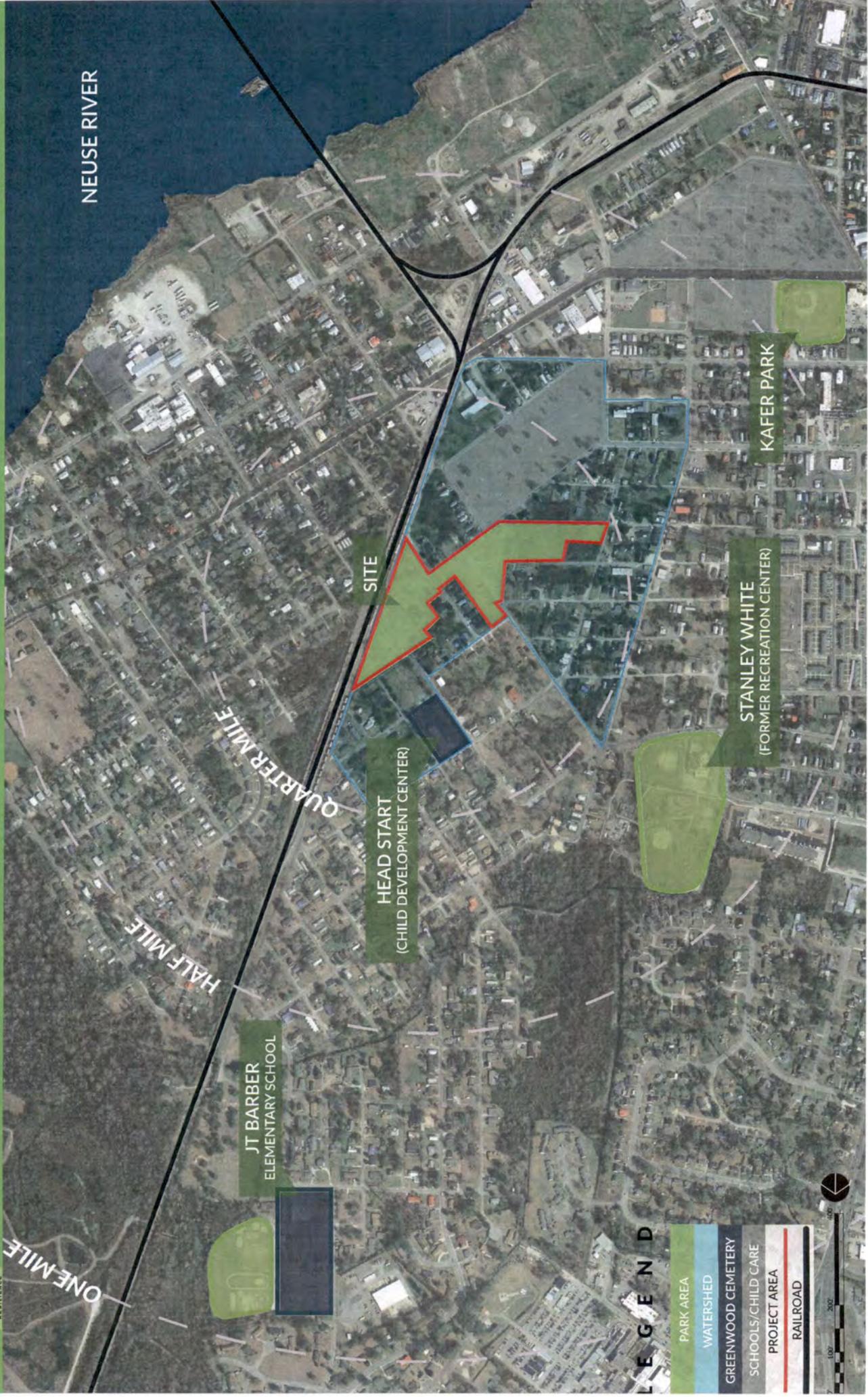
SITE

STANLEY WHITE
(FORMER RECREATION CENTER)

KAFER PARK

LEGEND

- PARK AREA
- WATERSHED
- GREENWOOD CEMETERY
- SCHOOLS/CHILD CARE
- PROJECT AREA
- RAILROAD





8.0 Resilience Strategy

This section discusses the resilience strategy of the Plan. It consists of the following subsections:

1. Elements of a Resilience Strategy
2. Vision Statement
3. Resiliency Pillars
4. Goals and Objectives
5. Actions

8.1 Elements of a Resilience Strategy

A thorough resilience strategy contains four important elements: a vision statement, resilience pillars (also known as core tenets), goals and objectives, and actions. These elements are described in detail below.

8.2 Vision Statement

A strong *vision statement* helps determine and drive a community's direction. In many cases, local jurisdictions face a variety of conflicting priorities, fierce competition for funding, fatigue in terms of political and stakeholder support, and other challenges that hinder the implementation of risk reduction activities.

A clearly stated and officially adopted vision statement will help the City of New Bern remain "on-track." According to a report issued by the American Planning Association (APA), "when coordination of plans is absent...a community may not be treating hazards as a planning priority, especially in land-use planning." The establishment of a strong vision statement will help galvanize local planning efforts across multiple departments and make hazard risk the local priority it should be. It will also help support regional coordination with county agencies, surrounding jurisdictions, and regional, state, and Federal organizations.

The Core Planning Team developed several draft vision statements for consideration by the group. The top three draft vision statements are included below, with the first draft of the final vision statement presented last.

- *Draft Vision Statement #1:* "New Bern will utilize its values of heritage, intelligence, leadership, and personal responsibility to develop methods and investments to prepare for, respond to, and recover from disasters with inclusive, collaborative partnerships between the public, non-profit, and private sectors to ensure they serve as efficient conduits to programs and resources accessible for all residents."
- *Draft Vision Statement #2:* "We are a city that embraces our changing environment. We will advance resiliency through solutions that relate to health and public safety, housing, the economy, infrastructure, our natural resources, and cultural heritage. In so doing, we will adapt to thrive."
- *Draft Vision Statement #3:* "By implementing the New Bern Resilience and Hazard Mitigation Plan, the City of New Bern, its residents, businesses and community stakeholders will adapt to a future of rising

tides and extreme storms, embrace equitable and sustainable development, increase economic security, protect public health, and promote its cultural heritage."

The final vision statement for this Plan selected and finalized from the list above is:

By implementing the New Bern Resilience and Hazard Mitigation Plan, the City of New Bern, its residents, businesses and community stakeholders will prepare for, adapt to, and respond to a future of rising tides and extreme storms, embrace equitable and sustainable development, increase economic security, protect public health, and promote its cultural heritage.

This vision statement was chosen because it best represents the Core Planning Team’s thoughts, values, and hopes for resiliency in the planning area and beyond, and provides a strong foundation and framework for an overall resiliency mindset moving forward.

8.3 Resiliency Pillars

Resilience pillars (also referred to as core tenets) create broad categories to define and categorize the community’s goals and objectives as they relate to community resilience. During the course of the public engagement process, the community expressed concerns based on various themes. These themes, listed in order of magnitude based on community priorities and preferences, became the foundation for the project’s resiliency pillars. The six (6) pillars identified and agreed upon by the Core Planning Team are listed below:



1. Health and Safety
2. Housing
3. Economy
4. Infrastructure
5. Natural Resources
6. Cultural Heritage

These resilience pillars are defined in detail below.

8.3.1 : Health and Safety

Health and safety involves the planning and coordination of public health, healthcare, and emergency response systems to minimize and/or prevent health emergencies from occurring. It is also vital to support emergency and medical care and human services to those affected by floods.

The purpose of this resilience pillar is to reduce the public health and human service effects on the City of New Bern and enhance community resilience to respond to a disaster.

8.3.2 : Housing

The housing component of a resilient community consists of many factors, including the physical protection of the primary residential building, economic stability of the resident(s), potential for isolation during a flood event, ability

for the resident(s) to evacuate if needed, communication, and length of time needed for the resident(s) to return to normal living after the event.

The purpose of this resilience pillar is to address the vulnerability of existing housing within the City of New Bern and to develop strategies to strengthen, fortify, and mitigate at-risk properties and residents, and to plan for the resiliency of future development relative to future conditions.

8.3.3 : Economy

The economic vitality of a community is crucial to a community's overall health and resilience. The vulnerability assessment completed for this planning effort includes economic factors related to business impacts in terms of employees and sales, but the conceptual value of economic considerations in the context of resiliency is extensive.

The purpose of this resilience pillar is to support, enhance, and better understand the resiliency of the City's economy to more confidently withstand direct and indirect financial disruptions as the result of sudden shocks, chronic stressors, and other emergency events.

8.3.4 : Infrastructure

Infrastructure encompasses physical systems including, but not limited to, transportation networks, roads, bridges, water systems, sewer systems, storm drainage systems, electrical power grid, and communications grids that provide connection, protection, and basic quality of life to the City and its residents.

The purpose of this resilience pillar is to protect and improve the resiliency of the City's infrastructure to withstand and recover from natural hazards and provide life-safety protection during extreme hazards.

8.3.5 : Natural Resources

Natural resources, such as creeks, wetlands, forests and open space, provide important protection and buffer from storm surge, flooding, and other impacts as well as provide critical habitat for fish and wildlife. The City of New Bern is a riverine-based landscape situated at the mouth of the Pamlico Sound within the Neuse River Basin. Its unique setting creates both the opportunity and need to develop nature-based designs that allow its residents to coexist through resilience planning and project implementation.

The purpose this resilience pillar is to work with partners and stakeholders to become a more resilient city by analyzing and implementing sustainable, nature-based solutions that will enable both its built and natural environments to better withstand future weather events associated with climate change as well as natural disasters.

8.3.6 : Cultural Heritage

Cultural heritage is the legacy of physical artifacts and intangible attributes of a group or society that are inherited from past generations, maintained in the present and bestowed for the benefit of future generations. Cultural heritage includes tangible culture, intangible culture, and natural heritage.

The purpose of this resilience pillar is to protect New Bern's cultural heritage and historic community character through ongoing public education, planning and the adaptation of historic and culturally significant places to minimize flooding and climate impacts.

8.4 Goals and Objectives

Each resilience pillar defined above is supported by the *goals and objectives* listed below.



8.4.1 : Health and Safety

- Goal HS1: Provide accessible and affordable basic health services and communication.
- Goal HS2: Ensure easy access to fresh and healthy foods.
- Goal HS3: Increase construction of connected and equitable pedestrian sidewalks, trails, greenways, and bike paths for exercise and access.
- Goal HS4: Develop a comprehensive emergency operations framework.



8.4.2 : Housing

- Goal HO1: Educate citizens of best practices related to finances in predation of home ownership.
- Goal HO2: Educate citizens and other parties on best practices related to homeownership/rentership.
- Goal HO3: Partner with developers to create sustainable PUDs preserving open spaces for flood control and limiting impervious surfaces.
- Goal HO4: Implement various pre- and post-disaster mitigation practices, including property acquisition, elevation, relocation, and floodproofing.



8.4.3 : Economy

- Goal EC1: Improve community resilience while advancing social and racial equity.
- Goal EC2: Build business resilience and advance small business startups throughout the community.
- Goal EC3: Provide training and educational opportunities for job skills/trades and provide a path to careers through internships and apprenticeships.



8.4.4 : Infrastructure

- Goal IN1: Ensure daily peak capacities and operating reserve capacities are available and ensure redundancy in operating systems.
- Goal IN2: Ensure reliability through financial stability, design, testing, maintenance, and repairs.
- Goal IN3: Inventory all sidewalks and roads and compare for equitable access to well-maintained sidewalks and roadways.
- Goal IN4: Inventory and evaluate the performance of the existing stormwater system, including closed pipe systems and open surface drainage systems.

- Goal IN5: Establish the infrastructure necessary to support a comprehensive emergency operations framework.



8.4.5 : Natural Resources

- Goal NR1: Design new developments to protect natural resource areas and include educational components to convey the importance of natural areas.
- Goal NR2: Convert flood-prone areas into safe accessible green and public spaces, making sure to include women, children, older persons, and persons with disabilities.
- Goal NR3: Promote physical and mental health through improvements in water quality and air quality.
- Goal NR4: Reduce flood risk while improving water quality and enhance wildlife habitat and recreational opportunities.
- Goal NR5: Improve community resiliency through identification, prioritization, design and implementation of nature-based solutions that support the City of New Bern’s Redevelopment Plan, environmental values, and historic preservation priorities.
- Goal NR6: Foster collaboration with federal, state, regional, and local agencies, as well as other coastal communities, to increase resilience in New Bern.



8.4.6 : Cultural Heritage

- Goal CH1: Implement a public awareness and engagement program to support proactive action by property owners, stewards, and residents in preparing themselves and their older and historic buildings for future disasters.
- Goal CH2: Lead with infrastructure resilience efforts in flood adaptation and mitigation to protect historic and culturally significant neighborhoods.
- Goal CH3: Ensure that disaster recovery incorporates a “build back better” approach that prioritizes building rehabilitation over demolition.
- Goal CH4: Align land use and economic development planning to incentivize the adaptation of cultural and natural heritage assets.

8.5 Actions

Each goal defined above is supported by specific activities as defined in the *Resilience Action* list found in the following subsection. Supporting information for each identified action, including lead agency responsible, timeframe for completion, estimated cost, and potential funding sources, has been developed to the extent possible and will continue to be developed over the course of Plan implementation. Additional information, including detailed Resilience Action Worksheets, is available upon request from the City.

HS1a: Coordinate with the Craven County Health Department and other relevant stakeholders to establish a health center (or centers) in the most vulnerable area(s) of New Bern.

HS2a: Work with organizations and retailers to establish a farmers' market and or grocery store in food desert areas.

HS3a: Construct pedestrian infrastructure with appropriate wayfinding signage to connect citizens to various parts of the City, including a system of design greenways that connects historic and culturally significant areas throughout the City.

HS4a: Establish emergency shelters and/or alternative temporary housing opportunities to be utilized during and following a hazard event.

HS4b: Analyze emergency transportation operations based on established evacuation zones/subzones and primary and alternate transportation routes, and convey information to the public using standardized communication, education, signage, and maps.

HS4c: Establish non-negotiable emergency contracts that discuss materials staging areas, points of distribution, and the mobilization of materials to affected individuals.

HS4d: Emphasize public health concerns by partnering with first responders and public health organizations to educate building owners on an annual basis about the biological hazards associated with post-disaster building rehabilitation.

HS4e: Create a framework for coordination of non-profit organizations during and following a disaster event.

HS4f: Establish a field team to assist in pre-disaster preparedness and post-disaster recovery.

HO1a: Engage with local financial institutions to host or facilitate classes in-person and online on personal finances and financial risk management for flood risk, including discussion of various types of personal and homeowners insurance.

HO2a: Hold classes and discussions on home ownership/renter-ship as it relates to the flood hazard, geared toward homeowners, renters, landlords, and real estate agents.

HO3a: Design PUD's for smaller homes and land preservation.

HO4a: Explore potential property acquisition locations and codify previously-identified property buyout areas, to potentially include an outreach program that supports community-based planning for buyouts.

HO4b: Analyze potential properties suited for structure elevation and/or relocation, including specific guidance for properties in designated historic districts.

HO4c: Implement wet and/or dry floodproofing measures for suitable vulnerable structures, to include specific guidance for properties in designated historic districts.

HO4d: Establish locations and opportunities for permanent replacement housing for affected individuals during and following a hazard event.

HO4e: Work directly with leaders in vulnerable, culturally-significant neighborhood communities to identify, communicate, and promote affordable mitigation and adaptation opportunities for homes older than 50 years.

EC1a: Develop and implement a personal resilience toolkit for use by families and individuals in all City neighborhoods with special emphasis on Greater Five Points.

EC2a: Work collaboratively with the New Bern Area Chamber of Commerce and the SBC to develop a business resilience toolkit.

EC2b: Conduct an economic assessment to determine the value of heritage tourism to the New Bern economy with specific emphasis on what revenue is at risk if resilience is not addressed.

EC3a: Establish partnerships with Craven Community College (CCC) and East Carolina University (ECU) to create an apprenticeship program in city departments and other agencies.

IN1a: Fund and construct new power delivery point, substation, feeder, and feeder ties per the most recent load study.

IN2a: Perform frequent cost of service studies to ensure adequate rates. Fund predictive testing, maintenance, repair and vegetation management

IN3a: Provide an app for citizens to share concerns related to conditions/access and/or educate individuals about existing app(s).

IN4a: Perform an inventory of existing stormwater infrastructure.

IN4b: Perform a comprehensive study of the existing stormwater system to determine system performance and capacity.

IN5a: Establish a long-term Emergency Operations Center (EOC) and communication distribution network with necessary equipment.

NR1a: Improve and/or encourage compliance with existing design standards that set aside areas for protection as natural resources, and educate relevant parties on the specifics of existing ordinances and standards.

NR2a: Conserve parcels for enhancing/restoring floodplain connectivity and flood water attenuation through stream restoration and other means.

NR2b: Create a plan of dedicated open space areas that encourages effective utilization of open space and allows for the conversion of areas into open spaces and parks.

NR3a: Enhance and increase the percentage of green streetscapes and natural areas within residential neighborhoods and urban locations to motivate healthy behaviors, support physical activity, and improve/sustain mental health.

NR3b: Augment tree canopies to reduce energy demands and lower local emissions.

NR4a: Develop small-scale projects, such as rain gardens, to reduce impacts of local flooding events which improving community appeal and habitat.

NR4b: Adopt Low Impact Development (LID) standards for new or redevelopment that use or mimic natural processes to manage stormwater runoff.

NR5a: Duffyfield Canal Restoration Project

NR5b: Duffyfield Stormwater Enhancement Project

NR5c: Trent Court Shoreline Restoration/Green Space Project

NR5d: Ensure the long-term maintenance of the existing water level gage to support flood inundation mapping and prediction.

NR5e: Install a new water level gage in the Jack Smith Creek watershed to support flood inundation mapping and prediction.

NR6a: Foster coordination and collaboration with three (3) Federal agencies per year to develop and implement resiliency solutions.

NR6b: Foster coordination and collaboration with three (3) State agencies per year to develop and implement resiliency solutions.

NR6c: Foster coordination and collaboration with three (3) regional agencies per year to develop and implement resiliency solutions.

NR6d: Foster coordination and collaboration with three (3) universities per year to develop and implement resiliency solutions.

NR6e: Create and fund a grants manager position to utilize the existing framework for financing from grant and loan sources to support projects to enhance and/or restore natural resources as well as funding opportunities for public and private investment in adaptation and rehabilitation of culturally and historically significant areas.

CH1a: Establish partnerships and shared opportunities to educate the public about the value and methods for adapting historic places (e.g., historic preservation month, emergency preparedness month, hurricane awareness month, Earth Day, other).

CH1b: Provide technical assistance specific to cultural institutions and historic sites and museums on developing disaster and emergency management plans.

CH1c: Share success stories on adaptation with the NC State Historic Preservation Office to support New Bern as a model for best practices in resilience planning in North Carolina.

CH1d: Develop interpretive signage which includes a history of disaster events and future flood risk in areas vulnerable to flooding and sea level rise.

CH2a: Prioritize mitigation work on publicly owned buildings and infrastructure to fortify older and historic neighborhoods that contribute to the economic, cultural, and social vitality of New Bern.

CH2b: Promote new housing infill sensitive to the architectural and historic character and social connectedness of the neighborhood.

CH2c: Conduct 3D lidar scanning of the Downtown Historic District to create both a visualization of the impacts of sea level rise over the next 100 years and a data record that can be used post-disaster for reconstruction or rehabilitation of damaged or lost properties.

CH2d: Develop design guidelines for adapting historic properties to minimize flooding.

CH2e: Gather or update survey data on the location, appearance, significance, integrity, and boundaries of properties in flood hazard areas sufficient to evaluate the properties' historic, architectural, archeological, and cultural significance.

CH2f: Conduct a non-structural assessment flood elevation survey for prioritized properties within the historic district.

CH3a: Support flexibility in historic district design review by utilizing the National Park Service (NPS) flooding for rehabilitation guidance. (e.g., use of flood resistant materials, building elevation & relocation, flood barriers).

CH3b: Train City and County disaster response staff and property stewards involved in disaster preparedness, response and recovery on preservation-sensitive adaptation and rehabilitation approaches.

CH4a: Recognize and promote the adaptation of properties that support the heritage travel and tourism industry.

CH4b: Partner with Swiss Bear, Inc. and the New Bern Chamber of Commerce to identify and adopt policies that support small business continuity planning within the designated historic districts.

CH4c: Support through technical assistance those neighborhood-serving commercial properties in culturally significant areas in Greater Five Points, including Dryborough and Duffyfield

CH4d: Create regulatory incentives, including market-based approaches, for private sector investment in adaptation and mitigation within public space and historic commercial corridors.

CH4e: Establish a cultural heritage overlay district that supports documenting, designating and incentivizing social and cultural heritage assets, both tangible and intangible, to acknowledge neighborhood identity, disaster risk and the need to enhance cultural uses and maintain vulnerable buildings.

8.6 Prioritization

Resilience actions identified as part of the resilience strategy were rated using the STAPLEE method, which uses seven criteria to evaluate an action: Social, Technical, Administrative, Political, Legal, Economic, and Environmental. Within each criteria, multiple overarching considerations were made to assess each action:

- Social: community acceptance and effects on portions of the population
- Technical: technical feasibility, long-term nature of solutions, and secondary impacts
- Administrative: staffing, funding allocations, and maintenance and operation
- Political: political support, plan champions and proponents, and public support
- Legal: state/local/regional authority and potential legal challenges
- Economic: costs and benefits, contribution to economic goals, and funding
- Environmental: effects on land/water/endangered species/waste and consistency with environmental laws and goals

Additional information on the STAPLEE method can be found under Objective 17.2 at the following link:

<https://training.fema.gov/hiedu/docs/cem/comparative%20em%20-%20session%2017%20-%20assess%20and%20select%20mitigation%20options.doc>

Resilience actions are prioritized for implementation based on their STAPLEE score. The ten top-rated actions across all resilience pillars are listed below, with item 1 being the highest-ranked action and item 10 being the lowest-ranked action among the top ten actions.

1. (NR5b) Duffyfield Stormwater Enhancement Project
2. (NR5a) Duffyfield Canal Restoration Project
3. (IN1a) Fund and construct new power delivery point, substation, feeder, and feeder ties per the most recent load study.

4. (NR4a) Develop small-scale projects, such as rain gardens, to reduce impacts of local flooding events while improving community appeal and habitat.
5. (NR6a) Foster coordination and collaboration with three (3) Federal agencies per year to develop and implement resiliency solutions.
6. (NR6b) Foster coordination and collaboration with three (3) State agencies per year to develop and implement resiliency solutions.
7. (NR6c) Foster coordination and collaboration with three (3) regional agencies per year to develop and implement resiliency solutions.
8. (NR6d) Foster coordination and collaboration with three (3) universities per year to develop and implement resiliency solutions.
9. (NR6e) Create and fund a grants manager position to utilize the existing framework for financing from grant and loan sources to support projects to enhance and/or restore natural resources as well as funding opportunities for public and private investment in adaptation and rehabilitation of culturally and historically significant areas.
10. (EC1a) Develop and implement a personal resilience toolkit for use by families and individuals in all City neighborhoods with special emphasis on Greater Five Points.

In addition to ranking resilience actions across all resilience pillars, actions are also prioritized within each of the six pillars. The top three resilience actions within each pillar are listed below, with item 1 being the highest-ranked action and item 3 being the lowest-ranked action among the top three actions within each pillar. A complete list of STAPLEE scores for all actions listed within this Plan is available upon request from the City.

Health & Safety:

1. (HS1a) Coordinate with the Craven County Health Department and other relevant stakeholders to establish a health center (or centers) in the most vulnerable area(s) of New Bern.
2. (HS4f) Establish a field team to assist in pre-disaster preparedness and post-disaster recovery.
3. (HS4a) Establish emergency shelters and/or alternative temporary housing opportunities to be utilized during and following a hazard event.

Housing:

1. (HO1a) Engage with local financial institutions to host or facilitate classes in-person and online on personal finances and financial risk management for flood risk, including discussion of various types of personal and homeowners insurance.
2. (HO2a) Hold classes and discussions on home ownership/renter-ship as it relates to the flood hazard, geared toward homeowners, renters, landlords, and real estate agents.
3. (HO4e) Work directly with leaders in vulnerable, culturally-significant neighborhood communities to identify, communicate, and promote affordable mitigation and adaptation opportunities for homes older than 50 years.

Economy:

1. (EC1a) Develop and implement a personal resilience toolkit for use by families and individuals in all City neighborhoods with special emphasis on Greater Five Points.
2. (EC2a) Work collaboratively with the New Bern Area Chamber of Commerce and the Small Business Center (SBC) to develop a business resilience toolkit.
3. (EC2b) Conduct an economic assessment to determine the value of heritage tourism to the New Bern economy with specific emphasis on what revenue is at risk if resilience is not addressed.

Infrastructure:

1. (IN1a) Fund and construct new power delivery point, substation, feeder, and feeder ties per the most recent load study.
2. (IN4b) Perform a comprehensive study of the existing stormwater system to determine system performance and capacity.
3. (IN5a) Establish a long-term Emergency Operations Center (EOC) and communication distribution network with necessary equipment.

Natural Resources:

1. (NR5b) Duffyfield Stormwater Enhancement Project
2. (NR5a) Duffyfield Canal Restoration Project
3. (NR4a) Develop small-scale projects, such as rain gardens, to reduce impacts of local flooding events while improving community appeal and habitat.

Cultural Heritage:

1. (CH2b) Promote new housing infill in non-flood-prone areas that is sensitive to the architectural and historic character and social connectedness of the neighborhood.
2. (CH2f) Conduct a non-structural assessment flood elevation survey for prioritized properties within the historic district.
3. (CH3b) Train City and County disaster response staff and property stewards involved in disaster preparedness, response, and recovery on preservation-sensitive adaptation and rehabilitation approaches.

Overall, STAPLEE scores determined for each resilience action help prioritize projects, policies, and other activities for implementation across all resilience pillars and within individual pillars. Prioritization is for planning purposes only and was completed with best available information. It is anticipated that the prioritization of resilience actions will continue to evolve over time as the Plan is implemented and additional information becomes available.

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
MARCH 22, 2022 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer by Mayor Outlaw. Pledge of Allegiance.**
- 2. Roll Call.**

Present: Mayor Dana Outlaw, Alderman Sabrina Bengel, Alderwoman Jameesha Harris (arrived at 6:05 p.m.), Alderman Robert Aster, Alderman Johnnie Ray Kinsey, Alderman Barbara Best (arrived at 6:01 p.m.), and Alderman Jeffrey Odham. Absent: None. A quorum was present.

Also Present: Foster Hughes, City Manager; Marvin Williams, Assistant City Manager; Michael Scott Davis, City Attorney; and Brenda Blanco, City Clerk.

Consent Agenda

Mr. Hughes announced the event organizer for Item 4 reached out today to advise they inadvertently omitted the 400 block of Pollock Street from their street closure request.

- 3. Consider Adopting a Resolution Closing Specific Streets for the Sudan Shriners' Parade.**

On behalf of the Sudan Shriners, Sharon Evans requested the 400-800 blocks of George Street, 400-600 blocks of Broad Street, and the 200-300 blocks of Middle Street be closed to vehicular traffic on May 21, 2022 from 10 a.m. until 2 p.m. for the Shriner's Spring Ceremonial Parade. It was also requested that the south side (eastbound lane) of Broad Street be closed to parking from 12 a.m. until the conclusion of the parade. In the event of inclement weather, the parade will not be rescheduled.

- 4. Consider Adopting a Resolution Closing Specific Streets for the Operation of Downtown Street Cafes.**

Lynne Harakal, Executive Director of Swiss Bear, requested portions of downtown streets be closed on various Fridays, Saturdays, and Sundays, from April through December to allow for the operation of street cafes and family entertainment. The streets to be closed are the 200-300 blocks of Middle Street, 300 block of Pollock Street, and 200 block of Craven Street from the point of Morgan's Tavern and Grill to Pollock Street. Most of the closures will be from 5:00 p.m. until 10:30 p.m., but there are some dates with other specified times as noted in the resolution.

5. Consider Adopting a Resolution to Call for a Public Hearing on Financing the City Hall Elevator Project.

With bids coming in substantially more than the anticipated project cost, direction was sought from the Board at its March 08, 2022 meeting on how to proceed with the City Hall elevator project. The Board authorized staff to obtain formal financing quotes and move forward with the project. Because the project involves improvements to real property, the borrowing must be approved by the Local Government Commission ("LGC"), and a public hearing is required pursuant to NCGS §160A-20. It was requested a public hearing be called for April 12, 2022.

6. Approve Minutes.

Minutes from the March 08, 2022 meeting were provided for review and approval.

Alderman Odham made a motion to approve Items 3-6 of the Consent Agenda with the addition of the 400 block of Pollock Street added to Item 4, seconded by Alderman Bengel. The motion carried unanimously 6-0. Of note, Alderman Best arrived just as the vote was being cast. Alderwoman Harris had not yet arrived, thus the 6-0 vote.

7. Presentation on Ethics.

Members of the Board recently expressed a desire for additional information on ethics for local government officials. Tom Carruthers, Senior Assistant General Counsel with the NC League of Municipalities, reviewed the ethics laws. The presentation began with the requirement of elected officials to vote unless there is a conflict of interest. He also covered the laws with respect to direct benefits of contracts and the inability to receive gifts.

Stating she was a cofounder of a nonprofit that received funds from the City last year, Alderwoman Harris asked if she would need to recuse herself from such deliberations this year considering the new statute (NCGS §14-234.3). Mr. Carruthers confirmed she would need to do so if she is a member of the nonprofit's Board of Directors or an officer of a corporation receiving funds.

Alderman Aster asked about closed sessions. Mr. Carruthers reviewed the reasons under which Boards may conduct closed sessions and stated such sessions are vital to the proper functioning of the City. While discussions on economic development should occur in closed session, the decision on how to move forward should be voted on in open session. He cautioned about the consequences associated with discussing legal matters in public. Alderman Aster asked about an elected official's responsibility to keep information discussed in closed session confidential. For economic incentives or matters of litigation, there is no mandated confidentiality for what occurs in closed session, and a Board member does not

violate the law by disclosing information. However, the question to be asked is what is the purpose of going into closed session even when it is necessary and in the city's interest, if the information cannot be maintained confidential until the right time. Mr. Carruthers stated it is a matter of trust, and all business must be conducted with trust. Politics should be conducted with trust and operates much better with trust. Alderwoman Harris asked for clarification that items unrelated to personnel that are discussed outside of closed session is not a violation of law, and Mr. Carruthers confirmed that. Alderman Aster commented that going into closed session is senseless if elected officials are going to discuss the content of the closed session. He questioned why go into closed session. Mr. Carruthers encouraged the Board to continue to discuss their opinions on the matter.

Noting elected officials are often appointed to various boards, Alderman Odham asked about the new statute and what it covers. Unless the nonprofit is formed by the State, Mr. Carruthers stated it would fall within the definitions set forth in the new statute. There is one legal opinion that provides the nonprofit must be a 501(3)(c), but the law does not specifically address that. Therefore, the City Attorney has a statutory duty to provide the City with a legal opinion on the matter. Alderman Odham asked for clarification as whether the elected official is unable to vote in their position as an elected official who provides funding, or if the statute prohibits them from voting from their position with the nonprofit that receives the funding. Mr. Carruthers responded it affects the elected official's ability to vote. Once the elected position moves to the nonprofit's roll, he is no longer sitting as an elected official in Mr. Carruthers' opinion. Alderman Odham said that would mean he should not vote on the City's budget since it funds the Craven 100 Alliance ("C1A"), but he could vote in his position with the C1A. Mr. Carruthers stated that was correct and advised the City Manager and City Attorney would need to come up with very innovative ways in which to address the budget issue. He announced some cities are considering establishing a set budget for nonprofits, after which the Board would then vote on which nonprofits it wants to receive the funds. This allows elected officials to recuse themselves from voting for nonprofits in which they are involved.

Alderwoman Harris asked if all elected officials should disclose the boards on which they hold a seat. Mr. Carruthers said the law requires all Governing Boards to adopt a code of ethics, although he has not reviewed New Bern's and did not know if that was part of the code. Alderman Bengel asked about ex-officio positions. Mr. Carruthers said this is where the City Attorney should come into play to make a call, as that is a gray area. Although some elected officials serve as ex-officios on the Redevelopment Commission, the Commission is not an independent entity since it does not have its own tax ID number.

Mayor Outlaw expressed concern about having a quorum to pass a budget. Mr. Carruthers again said that is where the Manager and City Attorney need to be relied on, and all cities are having this issue. Mr. Davis said there could be a budget adopted with a pool for nonprofit funds. Then a separate vote would be taken on how to spend the pool, with each person recusing themselves with respect to nonprofits with which they are associated. Mr. Carruthers explained the new law

resulted from one town that had an abusive situation, and the State reacted to the need to address that situation. Mayor Outlaw asked about in-kind services, and Mr. Carruthers said he would be wary about voting to provide in-kind services or participate in those deliberations.

Mayor Outlaw questioned the acceptance of gifts, noting when he is presented with a jersey of something similar that he turns it into the City Clerk to become property of the City. Mr. Carruthers noted there are statutes that prohibit the acceptance of gifts or anything of monetary value in exchange for a position or vote, which is a felony. However, items of nominal value can be accepted, as well as "little bags of goodies" that contain nominal items such as USB drives.

8. Presentation on an Affirmative Action Plan by the New Bern People's Assembly.

On behalf of the New Bern People's Assembly, Kurtis Stewart and Bailey Evans shared a PowerPoint presentation on the group's request for an Affirmative Action Plan to include the addition of a Director of Diversity, Equity, and Inclusion ("DEI"). The City's employee demographics were reviewed and compared to the City at large. Employees are disproportionately white or male, per Ms. Evans. The position of director was recommended to be one that was on contract, not an internal position, and the Assembly expressed a desire to be actively involved in selecting the person to fill the position. Although New Bern's population is smaller than other cities that have contracted with someone to provide this service, Mr. Stewart felt the problem in New Bern was more significant than in other areas. He also clarified that the reference to minority did not refer solely to African Americans, but also women. A brief discussion ensued about the City's current process for reaching job candidates. Mr. Stewart and Ms. Evans felt there was a need for better recruitment practices that would attract minorities.

Alderwoman Harris thanked the Assembly for their work. She also expressed that Sonya Hayes, Director of Human Resources, does a wonderful job. However, it is important for the City to have equity. She expressed favor with utilizing a contracted position to attract minorities, as she did not feel the City was doing enough to address the issue of inequity. The Board was encouraged to find funding to facilitate the position of a Director of DEI.

Alderman Aster reminded the Board of Mrs. Hayes' presentation some time ago that reviewed all the avenues the City pursues to recruit for positions. Until Mrs. Hayes indicates that she cannot handle recruitment, Alderman Aster did not think changes were needed. Alderwoman Harris countered that it was not that Mrs. Hayes was not doing enough, but the new position would be certified and dedicated to looking in the community for qualified applicants. She noted that there were only four people of color who sit in high positions: the Assistant City Manager, the Assistant City Attorney, Director of Human Resources, and the Director of Public Works. In response to questions from Alderman Kinsey, Mr. Hughes referred to a presentation given previously by Mrs. Hayes in which she explained the steps to recruit employees. Mr. Stewart stated what has taken place in the past has not

worked. The Assembly has a vision and a plan and would like to work together to make this a better City for everyone. Minorities in general are not represented well. Mr. Stewart stated the Board is elected by the people, the people are saying this is an issue, and it cannot be ignored.

Alderman Best voiced agreement with Alderwoman Harris that a DEI officer was needed and stated the numbers could not be dismissed. When positions are open within leadership, she wanted to see a diverse pool of applicants. A DEI officer could also provide workshops and leadership classes for the current workforce. Employee moral is low, and it would be a plus for the City to have someone who could help build moral.

Alderman Bengel said there are several facets that are missing. The last position to be filled was that of the Public Works Director. That position was advertised with the Black Engineers Society of America, but there were no responses. Graduates of historically black colleges and universities ("HBCU") are going to metropolitan areas, not New Bern. New Bern does not have good affordable housing to offer those coming to New Bern. Training is needed; there is a need for the directors to be trained on diversity inclusion and equity. Alderman Bengel stated she would support a contract for someone to provide that training. The City could then work with the Assembly to find out why people are not returning to or moving to New Bern. She felt DEI was a buzz word and also felt the current environment is difficult for anyone to find employees. After briefly commenting on the history of affirmative action, Alderman Bengel said she did not know that government could change the community and said maybe the People's Assembly should hire someone to get out into the community to do that while the City tries to train, hire, and recruit.

Alderwoman Harris said in April of last year she, Alderman Best, Antoinette Boskey, and some others met to discuss the plan, and she commented that "affirmative action" may be a term that needed review. The issue is not only about DEI, but also about the culture in the workforce. To her, DEI is not a buzz word. This is something that should have been done, has not been done, and needs to be done. She did not feel the Assembly should have to pay for the contracted position. Taking action will show the community that there is equity within the city. The Assembly is not saying Human Resources is not doing its job. This is one more tool that is needed in the toolbox. If the employee demographics does not equate to the City's demographics, she did not understand the problem with creating a DEI position. The Assembly has done the work, and she felt it was the Board's responsibility to move forward. Alderman Bengel questioned whether the City should fire or lay people off to fill jobs with minorities, as it could take 20 years to get to the desired numbers. Alderwoman Harris responded no, but also questioned why stop at 456 employees. Alderman Bengel responded that was all the budget could facilitate, and Alderwoman Harris felt more could be added as economic development improved.

Alderwoman Harris asked how the Assembly would feel if the City were to start at square one by hiring someone to provide training. It would depend on the trainer and if that person had expertise, per Mr. Stewart. Ms. Evans said while training is

a win, it is a very first step. She then briefly reviewed the hiring taskforce proposed in their plan to assist with the hiring of a contractor.

Mayor Outlaw asked for input from staff. In response, Mr. Hughes said since he had been appointed as Manager, diversity, equity, and inclusion have always been on his mind. When the Assistant City Manager was hired, he was hired based on his qualifications. The same was the case with hiring the Directors of Public Works and Finance, both of whom are minorities. The Interim Director of Parks and Recreation is also a minority. Next year's budget includes a recommendation to fund diversity, equity, and inclusion training. The City must start somewhere, and training is a good first step. The most qualified applicant is the desired goal.

Alderwoman Harris said the problem is where the City is looking to find the best qualified individuals when it comes to minorities. She stated the recommendations being made are not a negative, but merely additions to correct the issues. She confirmed with Ms. Evans that the Assembly was seeking the creation of an advisory board to help hire the proposed director. Mr. Stewart said he appreciated the comments by Mr. Hughes, and it did not go without notice that some changes had been made. However, he asked that the Assembly be allowed to make a recommendation with respect to training. He also said he appreciated the information Mr. Hughes shared, as he was not aware of everything that had taken place.

Alderman Odham asked for a DEI section to be added to the monthly report so the Board could see some stats. He expressed concern about keeping youth in New Bern and voiced a desire to put a program together for middle schoolers and high schoolers in an attempt to retain them. He had no problem with anything presented by the Assembly, except the hiring of a director. He asked that staff be given an opportunity to address the issues presented and to put a program together. Alderman Bengel felt comfortable with pursuing the training, knowing that the Assembly would let the City know how well it was doing.

Mr. Stewart asked if the Assembly could provide names of trainers and be allowed to be a part of any program developed. Alderman Bengel made note of the City's new internship program and the fact it had joined forces with Craven Community College and the Volt Center. Mr. Stewart proposed that a qualified person from the Assembly be a part of the group and participate in the training. Mr. Hughes announced Human Resources was soliciting quotes for qualified training and would be happy to also obtain information from the Assembly. Alderwoman Harris felt the Assembly was already doing the work and should have a seat at the table. Alderman Odham recommended staff take the information presented by the Assembly and come back to the Board with a recommendation in 60 days, which the Board seemed agreeable to. Alderwoman Harris commented there was a difference between a Human Resources department and someone who has gone to school for and is certified to be a DEI officer. Alderman Odham did not think it would be fair to make a decision about adding a position when there is a new Board that will be taking seat. He cautioned that Board may not agree with the position and decide to terminate it.

9. Conduct a Public Hearing and Consider Adopting an Ordinance Amending Section 15-80 – Endorsements on Major Subdivision Plats of the Land Use Ordinance.

In accordance with NCGS §47-30, it was recommended Section 15-80 of the City's Land Use Ordinance for "Endorsements on Major Subdivision Plats" be amended to alter the certificate of survey and accuracy. The Planning and Zoning Board unanimously voted in favor of the amendment at their February 1, 2022 meeting.

(Alderwoman Harris momentarily stepped out of the room at 7:52 p.m.)

Mayor Outlaw opened the public hearing, but no one came forward to speak. Alderman Best made a motion to close the public hearing, seconded by Alderman Aster. The motion carried unanimously 7-0.

Alderman Odham made a motion to adopt the ordinance amending Section 15-80 – Endorsements on Major Subdivision Plats of the Land Use Ordinance, second by Alderman Bengel. Upon a roll-call vote, the motion carried unanimously 7-0. Of note, Alderwoman Harris had stepped out of the room, thus technically yielding an affirmative vote.

10. Conduct a Public Hearing and Consider Adopting a Resolution Approving the Resiliency Plan.

(Alderwoman Harris returned to the room at 7:54 p.m.)

Staff worked with consultants to develop a multiphase, long-term resiliency plan that will allow the City, residents, and businesses to be better prepared for and able to respond to situations arising from extreme storms. The draft plan was made available to the public on the City's website. Matthew Schelly, Interim Director of Development Services, noted the plan is a living document that will be revised as needed over time.

Donna York, Senior Coastal Scientist with Moffatt Nichol, the consulting firm, reviewed the planning process that was undertaken to develop the plan and the various "pillars" of the plan. The plan is meant to increase community resilience and is built upon existing plans to expand and enhance current strategies. Public input was sought from the community during the development process.

Alderman Bengel asked for confirmation that the plan was a living document and any comments that are received will be included in the plan as it grows. Even after the plan is adopted, citizenry input will still be received. Once the document is approved, New Bern will be able to pursue FEMA's Building Resilient Infrastructure and Communities ("BRIC") grant funding. Ms. York announced New Bern's plan is the first to combine resiliency and hazard mitigation in the State of North Carolina.

Mayor Outlaw opened the public hearing, and the following came forward to speak:

- Mike Duffy of 121 Mourning Dove Trail thanked the City for the planning. He recognized the help that was received from around the country and suggested it somehow be paid forward.
- Larry Rosenstrauch of 514 East Front Street, representing the Citizens Advocating Resiliency and Education ("CARE") group, thanked the City for pursuing a plan. The plan is felt to be a good beginning, although the group desires to advocate for a senior official who would report to the City Manager to oversee resiliency and recovery. Speaking for himself, Maria Cho and Fern Cotton, residents have not had time to fully digest the plan. He asked that the Board not adopt the plan until citizens, the Chamber of Commerce, and others have an opportunity to review it and provide feedback. It was his suggestion that the Board delay approval for 60-90 days. However, if it is adopted tonight, he suggested the Board schedule the first revision by early next year so people's comments could be received and processed.
- Jeff Wood-Yesline of 1316 National Avenue said it was an ambitious plan, and the Board should be commended for initiating it. After reading the plan, he did not recall seeing anything about the watersheds for the Neuse River. While he was in favor of implementing the plan, he questioned how the City would be affected by or respond to surges from the watershed. Mayor Outlaw said several mayors and county commissioners are working on a regional resiliency plan for Eastern North Carolina. Ms. York said the plan before the Board focused on the City of New Bern and the watersheds within the City's boundaries. However, the Corps of Engineers is conducting a feasibility study on the Neuse River Basin.

(Alderman Kinsey momentarily stepped out of the room at 8:27 p.m.)

Alderwoman Harris made a motion to close the public hearing, seconded by Alderman Aster. The motion carried unanimously 7-0. Of note, Alderman Kinsey had stepped out of the room, thus technically yielding an affirmative vote.

Alderman Bengel asked about potential problems with delaying approval, such as eligibility for funding. Mr. Schelly explained the adoption of the plan would finalize some of the project funding and pushing back on its approval would potentially cause problems with rolling it out to the regional hazard mitigation plan and funding for that plan. Concern was expressed about the need to have the City's plan incorporated into the regional plan before arrival of the next storm season. The regional plan is an official FEMA plan, and that is where extra funding points could be scored for recovery efforts, if needed. Mr. Schelly reminded everyone that the City's plan is not only about recovery, but also preparation.

Alderman Bengel also asked how the plan could be forwarded to the Chamber, Swiss Bear, and other organizations so comments could continue to be received. In response, Mr. Schelly said the plan could be "taken on the road" to roll it out to the organizations. Mayor Outlaw inquired about the funding source to update the plan. Mr. Schelly said the City has a resiliency consultant on call to do a range of

functions related to implementation of the resiliency plan. The Mayor felt there were more suggestions that could be added to the plan, and Mr. Schelly agreed that was possible.

Alderman Aster said there is a lot of information available that is really beyond the scope of the resiliency plan, such as the need for generators and unloading supplies from tractor trailers. All of that is in the City's Emergency Operations Plan ("EOP"), and the county is responsible for requesting those resources.

(Alderman Bengel momentarily stepped out of the room at 8:37 p.m.)

The City cannot request anything from the State during a disaster, as the request must go through the county's Director of Emergency Services.

(Alderman Bengel returned to the room at 8:38 p.m.)

Mr. Schelly and Ms. York recommended the plan be adopted this evening and confirmed it could be revised after adoption. Mr. Schelly recommended staff update the Board in September on any changes that have been suggested or incorporated.

Alderman Aster made a motion to adopt a resolution approving the resiliency plan, seconded by Alderman Odham. Upon a roll-call vote, the motion carried unanimously 7-0.

Alderman Best made a motion to take a 10-minute recess, seconded by Alderman Odham. The motion carried unanimously 7-0, time being 8:44 p.m. The meeting resumed at 8:56 p.m.

11. Consider Adopting a Resolution Approving a General Warranty Deed between Habitat for Humanity of Craven County NC, Christine Cox, and the City of New Bern for 1904 Wake Street.

On September 24, 2019, the City approved the conveyance of 1904 Wake Street to Habitat for Humanity for the purpose of developing affordable housing for low and moderate-income families. Habitat has subsequently constructed a home on the property and intends to transfer the home to a buyer. By executing a deed to transfer ownership to the buyer, the City will release any rights retained under a Transfer and Reversion Agreement between the City and Habitat.

Alderwoman Harris made a motion to adopt a resolution approving a general warranty deed between Habitat for Humanity of Craven County NC, Christine Cox, and the City of New Bern for 1904 Wake Street, seconded by Alderman Bengel. Upon a roll-call vote, the motion carried unanimously 7-0.

12. Consider Adopting an Amendment to the Capital Project Ordinance to Rename the City Hall Annex Building Project Fund as the City Hall Elevator Project Fund.

On May 2, 2019, an ordinance was adopted to establish a capital project fund for the design and construction of an elevator at City Hall. With anticipation that the project would be expanded to include an annex for City Hall, the ordinance was amended on April 28, 2020 to rename the project as the City Hall Annex Building Project Fund. Since that time, the Board has decided to pursue only the construction of an elevator and relocation of restrooms. Therefore, it is desirable to rename the project to reflect the work to be undertaken.

Alderman Bengel made a motion to adopt an amendment to the capital project ordinance to rename the City Hall Annex Building Project Fund as the City Hall Elevator Project Fund, seconded by Alderman Harris. Upon a roll-call vote, the motion carried unanimously 7-0.

13. Consider Adopting a Resolution Authorizing the Filing of an Application with the Local Government Commission for the City Hall Elevator Project.

The City will utilize proceeds from debt financing to fund the addition of an elevator at City Hall. Because the debt involves improvements to real property, approval is required from the Local Government Commission ("LGC"). The proposed resolution authorizes the filing of an application with the LGC. It is anticipated the application will be considered at the LGC's May 3, 2022 meeting. Kim Ostrom, Director of Finance, said the interest rate would be 2.86% for 15 years or 3.13% for 20 years.

Alderman Bengel made a motion to adopt a resolution authorizing the filing of an application with the Local Government Commission for the City Hall Elevator Project, seconded by Alderman Aster. Upon a roll-call vote, the motion carried unanimously 7-0.

14. Consider Adopting a Resolution Approving a Declaration of Intent to Reimburse the City Hall Elevator Project.

This item relates to the previous item for the City Hall Elevator project. As required by IRS regulations, a declaration of intent to reimburse needs to be adopted prior to or within 60 days of payment of expenditures that will be reimbursed through financing proceeds.

Alderman Bengel made a motion to adopt a resolution approving a declaration of intent to reimburse the City Hall Elevator Project, seconded by Alderwoman Harris. Upon a roll-call vote, the motion carried unanimously 7-0.

15. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Daniels & Daniels Construction Company, Inc. for the City Hall Elevator Project.

Bids for the City Hall elevator project were received on February 24, 2022, and the bid results were presented to the Board at its March 08, 2022 meeting. After discussing the bids, the Board directed staff to proceed with the project. The proposed resolution authorizes the City Manager to execute a contract with the lowest bidder, Daniels & Daniels Construction Company, for \$3,929,000 and any change orders within the budgeted amount.

Alderman Odham asked if a contingency was provided in the contract amount. Tripp Eure, Architect with MBF Architects, stated there was no contingency in this contract, but there is a contingency built into the budget that was included in the AIA contract with MBF Architects. Noting change orders could "eat you alive", Mayor Outlaw asked if a lot of change orders were anticipated during the project. Mr. Eure did not think there would be many since the elevator annex is essentially new construction. Mr. Eure anticipated the contracts would be signed within a couple of weeks, followed by a preconstruction conference the following week. The contract allows for 360 days for the work to be completed.

Alderwoman Harris asked whether any Board meetings would need to be relocated due to the construction. Mr. Hughes said that was not anticipated at this time, although some staff may need to relocate. Alderman Bengel commented that 35-40 years ago the Governing Board debated an elevator to be installed by the fire escape at a cost that was a little over \$1 million. That Board decided not to pursue it. She thanked the current Board for agreeing to get the job done. She then discussed the need to possibly relocate the Baron's bust to where the bear statue sits in front of City Hall and moving the bear and flag poles to the green grassy area. It is possible they may be moved back once the project is completed.

Alderman Bengel made a motion to adopt a resolution authorizing the City Manager to execute a contract with Daniels & Daniels Construction Company, Inc. for the City Hall Elevator Project, seconded by Alderman Aster. Upon a roll-call vote, the motion carried unanimously 7-0.

16. Consider Adopting a Resolution Approving a Grant Agreement with the NC Land and Water Fund for an Innovative Stormwater Project.

In 2021, the City was awarded an innovative stormwater grant in the amount of \$100,000 from the NC Land and Water Fund. The funds will be used for the Duffyfield Stormwater Enhancement Project. On January 12, 2021, the Board was notified of the award and authorized the City Manager to execute a grant agreement, which has not yet been carried out and has resulted in a minor revision to the contract. The original contract has been modified to change the construction contract date from September 16, 2020 to June 30, 2022. Since there is a change in the contract, reapproval is needed for the City Manager to sign the latest version of the grant contract.

Alderman Best made a motion to adopt a resolution approving a grant agreement with the NC Land and Water Fund for an Innovative Stormwater Project, seconded by Alderwoman Harris. Upon a roll-call vote, the motion carried unanimously 7-0.

17. Consider Adopting a Resolution Approving a Grant Agreement with the NC Land and Water Fund for Restoration of Degraded Streams.

The City has been awarded a grant in the amount of \$150,000 from the NC Land and Water Fund for restoration of degraded streams. The funds will be used to develop draft construction plans and secure permits for a potential wetland and floodplain restoration project for Jack Smith Creek. No match is required.

Alderman Best made a motion to adopt a resolution approving a grant agreement with the NC Land and Water Fund for restoration of degraded streams, seconded by Alderman Bengel. Upon a roll-call vote, the motion carried unanimously 7-0.

18. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.

The Drainage Improvements Project Fund will be amended to recognize the \$150,000 grant award from NCLWF, as detailed in the previous item.

Alderwoman Harris made a motion to adopt an ordinance to amend the Drainage Improvements Project Fund, seconded by Alderman Bengel. Upon a roll-call vote, the motion carried unanimously 7-0.

NOTE: Items 19 and 20 were voted on collaboratively, as indicated under Item 20.

19. Consider Adopting a Resolution Approving a Program Income Policy for Expenditures Related to the American Rescue Plan Act and Coronavirus State and Local Fiscal Recovery Funds.

Local governments receiving American Rescue Plan Act ("ARPA") funds and Local Fiscal Recovery Funds ("CSLFRF") are required to adopt a Program Income Policy. The policy indicates the City will comply with federal guidelines when spending the funds.

20. Consider Adopting a Resolution Approving an Allowable Costs and Cost Principles Policy for Expenditures Related to the American Rescue Plan Act and Coronavirus State and Local Fiscal Recovery Funds.

Like the previous item, local governments receiving ARPA and CSLFRF funds are also required to adopt an Allowable Costs and Cost Principles Policy.

Alderman Odham made a motion to adopt a resolution approving a Program Income Policy and a resolution approving an Allowable Costs and Cost Principles Policy for expenditures related to the American Rescue Plan Act and Coronavirus

State and Local Fiscal Recovery Funds, seconded by Alderwoman Harris. Upon a roll-call vote, the motion carried unanimously 7-0.

21. Consider Adopting an Ordinance to Establish the Southeast Water System Improvements Project Fund.

Jordan Hughes, City Engineer, explained in July 2021, a contractor caused an accidental fire while working on the Williams Road booster pump station, resulting in a complete loss of the structure. The City received \$488,400 from an insurance settlement. It has been determined that rebuilding the station in its current configuration and location would not be the most beneficial option for the water system. Rather, implementing improvements to the southeast portions of the City's water system would provide the most benefit for domestic supply and firefighting capabilities in the areas south of the Trent River. This ordinance will establish a project fund that is initially funded with the insurance proceeds. Once the total project cost is known, a transfer from the Water Fund fund balance will be requested. The project has been designed and is now being sent out for permitting.

Alderman Aster made a motion to adopt an ordinance to establish the Southeast Water System Improvements Project Fund, seconded by Alderman Kinsey. Upon a roll-call vote, the motion carried unanimously 7-0.

22. Consider Adopting a Budget Ordinance Amendment for FY21-22.

This budget ordinance will amend the General Fund by appropriating \$18,584 from fund balance to Human Resources to cover temporary help services associated with the handling of COVID-related matters, the replacement of the department's HVAC system, and document storage fees. An additional \$43,538 will be appropriated from fund balance for building repairs at the Fire training grounds. Insurance proceeds in this amount were received and recorded as revenue in 2019 for damage sustained to the training grounds during Hurricane Florence. Lastly, the Employees' Benefit Insurance Fund will be amended to appropriate \$120,000 from fund balance for additional MedCost administrative fees of \$120,000 and worker's compensation insurance costs of \$35,000.

Mayor Outlaw asked for an explanation of the \$120,000 to MedCost. Mrs. Ostrom said there were additional close-out costs. Sonya Hayes, Director of Human Resources, offered further explanation, stating the previous third-party administrator had to be paid to handle the run-out claims. While there are more costs for administrative matters, the hope is that there will be savings on the claims side. Mrs. Hayes felt the fund would stabilize.

Alderman Kinsey made a motion to adopt a budget ordinance amendment for FY21-22, seconded by Alderman Odham. Upon a roll-call vote, the motion carried unanimously 7-0.

23. Appointment(s).

No appointments were made.

24. Attorney's Report.

Several Board members have inquired about legal options to restrict the future use of Union Point Park. The park consists of two separate tracts: the restroom tract and the gazebo tract. The bathroom tract has imposed restrictions as a result of a grant that requires the National Park Service to approve any changes, sale, or use of the property. There have been several inquiries as to why the City cannot restrict the gazebo tract, just as former Mayor Ella Bengel restricted the restroom tract. That is factually not what happened; the Mayor Bengel simply implemented the restrictions as a requirement of a grant. Similarly, this Board has restricted areas of the Martin Marietta Park to comply with grant funding.

Mr. Davis reviewed the methods for restricting the tract, should the Board be inclined. The best way to restrict future use of a property is to dedicate it as a park and give it a name. That makes it politically very difficult to sell the park. However, that does not mean it is forever restricted as a park. The second option would be if there is a significant grant that would allow the City to improve that area, the grant would likely come with the same restrictions. A third and more remote option in another century or two would be to designate the area as a historic park. It would be premature to do that now.

Alderman Odham reflected on the public's response and how important Union Point Park is to the community, mainly because of its location. He expressed a desire to see some improvements made to the park through a grant opportunity or some other funding. Alderman Bengel felt the removal of the old stage was an improvement that had already been undertaken, and she liked the idea of securing a grant. Mr. Hughes announced and described upgrades that are planned for the park.

25. City Manager's Report.

- Information was provided on two building designs for the Stanley White Recreation Center ("SWRC"), and Mr. Hughes sought direction on how to proceed. The cost of option 1 was \$11.9 million, and option 2 was \$7.8 million. Alderwoman Harris felt since the Board accepted the concept of option 1 that the City needed to move forward with that plan and finance the cost that exceeds FEMA funding. Alderman Bengel agreed and favored a two-story building, and she also believed there should be some grant options available. Alderman Best questioned the need for two gyms instead of one gym and a pool. Mr. Hughes stated public input was sought and the proposed plan represents the outcome of that input. A second gym would be a multipurpose space that could double as an assembly room and a shelter. Considering there will be two gyms, Alderman Best questioned the expenditure of \$500,000 for a

covered outside basketball court. Alderwoman Harris noted the gym would not be open 24 hours; an outside court would be open all the time.

Alderman Odham asked about the size of the former SWRC facility, and Mr. Hughes stated it was approximately 18,000 square feet. Because of the delays in the project, Alderman Odham pointed out there is now an almost \$4 million increase in the cost of the project. He asked Mrs. Ostrom about the debt service for the elevator. Mrs. Ostrom recommended the 15-year term with payments of \$260,000 annually. A term of 20 years would yield payments of \$195,000 annually. Alderman Aster cautioned about costs of requests being proposed in the next budget, including a new fire station and other public safety needs. Those will require the expenditure of a lot of money. Alderwoman Harris said while she agreed with the public safety needs, she also felt money could be found to pursue option 1. Alderman Aster asked for Mr. Hughes' opinion about pursuing two gyms. Mr. Hughes said the design has the future in mind and should last for 60 years. Additional discussion ensued about design options. Alderwoman Harris noted the Board previously voted 6-1 to pursue the design of a two-story structure with two gyms.

Alderwoman Harris made a motion to move forward with option 1 and allow staff to find financing and partnerships to cover the rest of the funding, seconded by Alderman Best. Regarding the comment about the previous 6-1 vote, Alderman Odham said it was very clear the project budget would be \$8 million. Alderman Bengel said while she hated that prices were increasing, it was important to move the project along. Upon a roll-call vote, the motion carried 6-1 with Alderman Odham voting against it. Alderman Aster noted he voted in favor of the motion only because Mr. Hughes indicated option 1 would provide a center for the future.

- The grand opening of Martin Marietta Park will be held on Friday, March 25th, beginning at 11 a.m. Hot dogs will be served, and kayaking will be available.
- The South Glenburnie railroad crossing will again be closed tomorrow from 7 a.m. to 12 noon. Also, Simmons Street will be down to one lane from 6 a.m. to 4 p.m. from Neuse Drive to Neuse Boulevard.

26. New Business.

Alderman Kinsey

It is time to conduct the City Manager's six-month review. The Board indicated a closed session would be held at the next meeting to facilitate that review.

Alderman Aster

The Firemen's Museum invites the public to the dedication of a new 911 memorial in the park adjacent to the museum. The dedication will be held on April 3, 2022 at 3 p.m. Fire Chief Bobby Boyd reflected on the vision for the park.

Alderwoman Harris

This marks the 100th anniversary of the Great Fire of New Bern. Alderwoman Harris was hopeful that there would be sufficient time to make plans for an event to remember this time in history.

Fire is holding an open house on Saturday, March 26th, from 10 a.m. to 2 p.m. A firetruck pull is slated for at 8 a.m. to raise funds for the Muscular Dystrophy Association.

Alderman Bengel

Now that the election has been scheduled, there is a need to address the seating of the new board. Alderman Bengel made a motion that if there is no runoff then the new board would be seated after the election is certified in June, and if there is a runoff, the new board will be seated after certification in August, seconded by Alderman Odham. The motion carried unanimously 7-0.

The Tisdale House is a very historic house that sits on the site of the new SWRC. The New Bern Preservation Foundation would like to save it. The only parcel that was identified as large enough to accommodate the structure is the lot behind Development Services on the side of Rhem Avenue. The City cannot give the property to an organization unless it is restricted to a low to moderate-income family, per Mr. Davis. Alderman Bengel suggested the City pay for the house to be moved to the lot, then sell it, and retain any proceeds from the sale. A rough estimate to move the structure, put it on a foundation, and work on the porch was over \$100,000, per Mr. Hughes. The house will need to be moved by the end of June. Mr. Davis said the only other options are to proceed through the upset bid process or give the structure away with attached restrictions. If the house is demolished, that work could be performed with staff, and the cost would only be the tipping fees. If the structure is moved to the vacant lot, the City could establish a minimum bid and accept bids on the property. The question was posed if the house would qualify for tax credits since it is in an overlay district. Mr. Schelly said probably not since the house will be moved. If it is available, the tax credit is 15% from the State. If the structure is used as an income-producing property (rental), the credit could be up to a total of 40% with 20% each from the State and Federal governments. Alderman Odham felt the City had failed to adequately market the house, and he suggested better marketing strategies be undertaken and a sign placed out front. He then asked if the sale of the house could be packaged on the City lot. Mr. Davis said he would need to think about that. Alderman Bengel liked the idea of packaging the properties and starting a bid war. After giving it thought, Mr. Davis said he would bring it back on the next agenda. Alderman Aster asked about the possibility of salvaging items from the house if it is ultimately demolished. Mayor Outlaw asked how long it would take for a mover to schedule the move, and Mr. Hughes said he would inquire. Mayor Outlaw noted there is considerable concern in the New Bern community about the demolition of the house.

Alderman Best said she failed to announce the Martin Luther King Outreach Ministry will hold an annual candlelight service on April 3rd at 5 p.m. at St. Paul Catholic Church. The event is free to the public.

27. Closed Session.

Alderman Bengel made a motion to go into closed session pursuant to NCGS §143-318.11(a)(3) to discuss the City of New Bern versus Gazem, Inc. to maintain attorney-client privilege, seconded by Alderman Aster. The motion carried unanimously, time being 10:17 p.m.

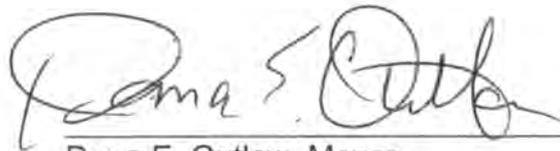
28. Adjourn.

Alderman Aster made a motion to adjourn, seconded by Alderwoman Harris. The motion carried unanimously 7-0, time being 10:25 p.m.

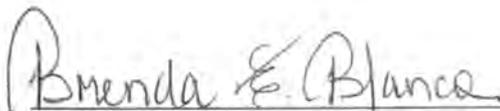
The attached documents are incorporated herewith and are hereby made a part of these minutes.

NOTE: For additional details and information on the Board of Aldermen meetings, please visit the City of New Bern's website at www.newbernnc.gov. Video and audio recordings of the meeting have been archived.

Minutes approved: April 12, 2022



Dana E. Outlaw, Mayor



Brenda E. Blanco, City Clerk

Layers

Get started

You can explore maps, add layers, and more without signing in. To save your work, sign in before creating your map.

Learn more about Map Viewer

2020 Integrated Report Overall Ratings for NC Waters

+ Add layer



2020 Integrated Report Overall Ratings for NC Waters

Properties

Information

Source layer

2020 Integrated Report Overall Ratings for NC Waters
Feature Layer

Duplicate

Some properties are stored in this web map

Manage layer properties

Symbology

2020 Integrated Report Overall Ratings for NC Waters

- R_2020
- Impaired/Exceeding Criteria
- Impaired with TMDL or Strategy
- Impaired/Exceeding Criteria with Restoration Plan
- Data Inconclusive
- Supporting/Meeting Criteria
- No Data

Appearance

Blending

Normal

Transparency

0%
25% 50% 75%

Visible range

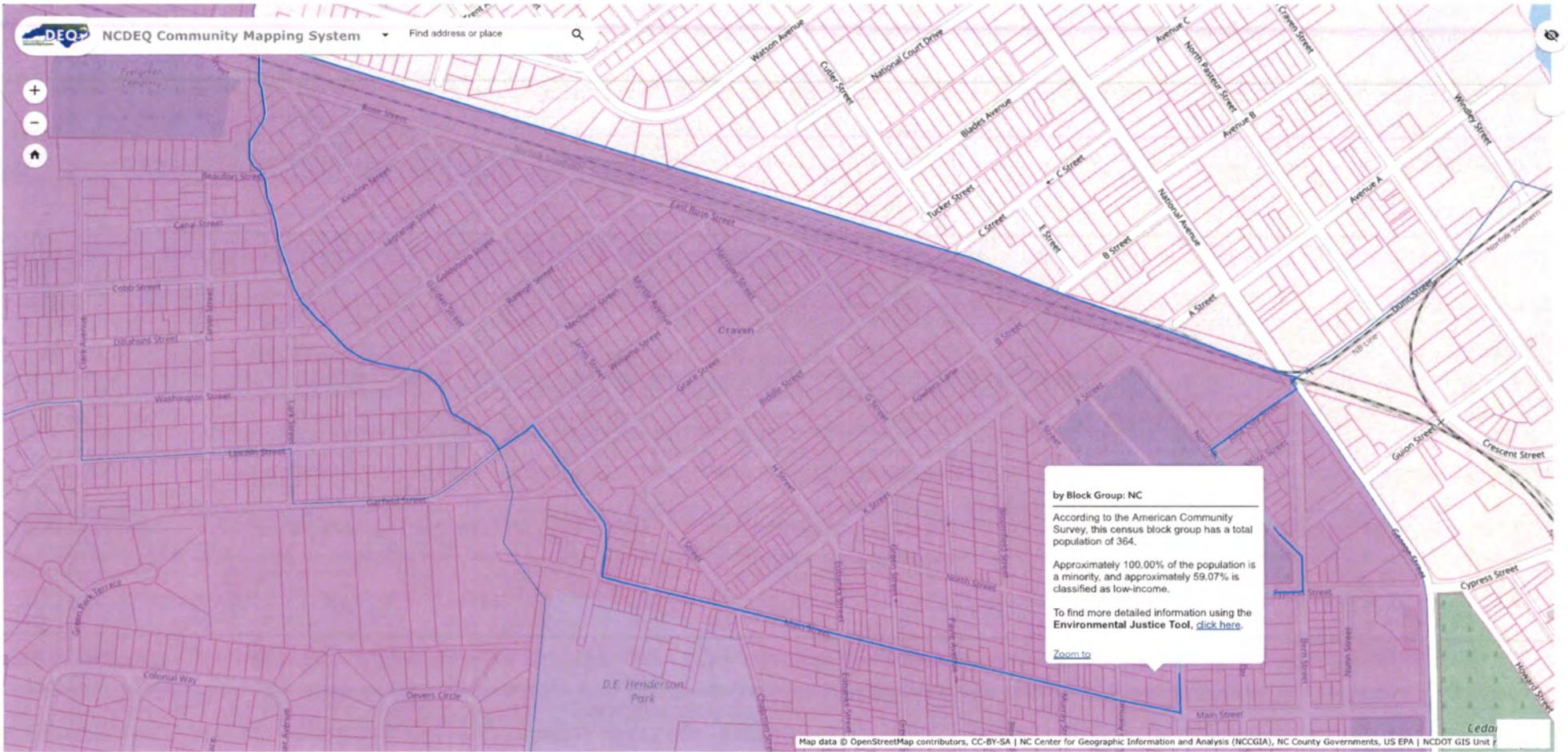
World Room

Refresh interval

Automatically refresh layer

Feature display order

Custom parameters



by Block Group: NC

According to the American Community Survey, this census block group has a total population of 364.

Approximately 100.00% of the population is a minority, and approximately 59.07% is classified as low-income.

To find more detailed information using the Environmental Justice Tool, [click here](#).

[Zoom to](#)





September 7, 2022

Matt Schelly, Interim Director of Development Services
City of New Bern
303 First Street
New Bern, NC 28563

**RE: Task Order 6 - Proposal for Professional Services
LASII Stormwater AIA Application Assistance
New Bern, North Carolina
WR Project No. 09210701.06**

Dear Mr. Schelly,

WithersRavenel is pleased to provide this Proposal for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this proposal, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Bob Taylor
Project Consultant II, Funding Services, Funding and Asset Management
btaylor@withersravenel.com
Ph. 919.593.3003

Attachment:
Proposal for Professional Services

City of New Bern New Bern, North Carolina Task Order 6 - Proposal for Professional Services

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the On-Call Services Agreement awarded 13 September 2021 between the City of New Bern and WithersRavenel, Inc. for professional engineering services to be rendered in connection with the Stormwater LASII AIA Application Assistance Project (Project).

B. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of City of New Bern and formalize an agreement for the implementation and logistics for these services.

This proposal is based on the project located in New Bern, North Carolina.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this proposal and any subsequent agreements the following references shall apply:

1. City of New Bern shall be known as the "Client" or as "City";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
5. Division of Water Infrastructure shall be known as "DWI";
6. Local Assistance for Stormwater Infrastructure Investments shall be known as "LASII";
7. Asset Inventory and Assessment Grant Program shall be known as "AIA";
8. The executed proposal shall be known as the "Agreement".

The Client wishes to pursue funding assistance from NCDEQ's DWI through the Local Assistance for Stormwater Infrastructure Investments (LASII) Planning Grant Program and would like assistance with completing the application for the Fall 2022 funding cycle (Project). The Project provides funding to complete an inventory of existing stormwater infrastructure, to document the condition of the inventoried infrastructure, and to prepare tools to help manage the system, such as an Asset Management Plan.

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Services will complete upon Consultant's submission of the proposed application to the North Carolina Division of Water Infrastructure by the Fall 2022 application deadline, which is 09/30/2022, and delivery of a copy of the application to the Client.

D. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Application Preparation, Draft, and Support

- A. Assemble all materials necessary for the applications as outlined in DWI's LASII Stormwater AIA 2022 Planning Funding Program guidance.
- B. Prepare all forms, narratives, and all required documents to support the application process.
- C. Coordinate collection of any supporting information required for the applications.
- D. Draft required application resolutions for Client to present to Board of Alderman for adoption to support the application process.
- E. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.
- F. Thoroughly understand project scope and prepare a technical project description. The description of the project will be described in enough detail that it will include the project purpose, what the project entails, as well as technical information such as estimates of size/length and materials.
- G. Develop project cost estimates based off a technical project description. Budgets will be in the format stipulated by the DWI and will also be signed and sealed by Consultant's licensed professional engineer.
- H. Circulate application information to the Client for review and approval.
- I. Participate in any teleconferences with DWI and Client as needed.
- J. Provide other assistance, as required, to facilitate the complete application process.
- K. Work with Client to support obtaining needed signatures of the application materials from the Client representative;
- L. Submit application to DWI via their approved method and by their submittal deadline.
- M. Provide a PDF copy of the submitted application to Client. Hardcopy to be provided upon request.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Proposal (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit I. The exclusions are described below but are not limited to the following:

General

- o All plan submittal, review, or permitting fees;
- o Any work previously provided in other proposals;
- o Any other services not specifically listed within the Scope of Services.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
 - a. Provide representative for communications and decisions;
 - b. Preferred media platforms for communications with the Client;
 - c. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
 - d. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
 - e. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
 - f. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
 - g. Attend one (1) virtual City meeting as required/needed.
 - h. Coordinate adoption of the required DWI resolution ahead of the application deadline;
 - i. Review and execution of application materials by authorized official ahead of the application deadline.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit I. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Application Preparation, Draft and Support	\$3,750
TOTAL		\$3,750

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

H. Acceptance

This proposal is valid 5 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and City of New Bern. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL



Digitally signed by Amanda Whitaker
Date: 2022.09.07 13:02:23 -04'00'

Signature

Amanda Whitaker

Name

Director, Funding Services
Funding & Asset Management

Title

ACCEPTED BY:

CITY OF NEW BERN

Signature

Name

Title



Digitally signed by Bob Taylor
Date: 2022.09.07 13:02:48 -04'00'

Signature

Bob Taylor

Name

Project Consultant II, Funding Services
Funding & Asset Management

Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I- Fee & Expense Schedule



EXHIBIT I

Fee & Expense Schedule

Description	Rate
Project Management	
Client Experience Manager	\$ 209
Assistant Project Manager	\$ 161
Project Manager	\$ 177
Senior Project Manager	\$ 193
Principal	\$ 225
Engineering	
Intern I	\$ 60
Intern II	\$ 80
CAD Technician I	\$ 96
CAD Technician II	\$ 107
Senior CAD Technician	\$ 128
Designer I	\$ 123
Designer II	\$ 134
Senior Designer	\$ 155
Project Coordinator I	\$ 91
Project Coordinator II	\$ 102
Project Coordinator III	\$ 112
Senior Project Coordinator	\$ 118
Project Coordinator Team Leader	\$ 134
Project Engineer I	\$ 150
Project Engineer II	\$ 161
Project Engineer III	\$ 177
Staff Professional I	\$ 86
Staff Professional II	\$ 128
Staff Professional III	\$ 139
Staff Professional IV	\$ 171
Senior Staff Professional	\$ 166
Senior Project Engineer	\$ 193
Senior Technical Consultant	\$ 209
Zoning Specialist	\$ 246
Construction Administration	
Construction Manager I	\$ 139
Construction Manager II	\$ 150
Senior Construction Manager	\$ 171
Resident Project Representative I	\$ 86
Resident Project Representative II	\$ 102
Resident Project Representative III	\$ 118
Senior Resident Project Representative	\$ 128
Administration	
Administrative Assistant	\$ 54
Office Administration	\$ 59
Administrative Assistant I	\$ 70
Administrative Assistant II	\$ 80
Administrative Assistant III	\$ 91
Director of Marketing	\$ 91
Marketing Administration II	\$ 102
Marketing Administration I	\$ 80
Office Administrator I	\$ 102
Office Administrator II	\$ 107
Office Administrator III	\$ 112

Description	Rate
Geomatics	
Geomatics CAD I	\$ 85
Geomatics CAD II	\$ 105
Geomatics CAD III	\$ 120
Geomatics Project Manager I	\$ 150
Geomatics Project Manager II	\$ 160
Geomatics Project Professional I	\$ 135
Geomatics Project Professional II	\$ 155
Geomatics Principal	\$ 220
Geomatics Remote Sensing Crew I	\$ 195
Geomatics Remote Sensing Crew II	\$ 275
Geomatics Survey Crew I	\$ 140
Geomatics Survey Crew II (2 Man)	\$ 170
Geomatics Survey Crew III (3 Man)	\$ 210
Geomatics Senior Manager	\$ 190
Geomatics Survey Tech I	\$ 50
Geomatics Survey Tech II	\$ 80
Geomatics Survey Tech III	\$ 105
Geomatics Survey Tech IV	\$ 115
Geomatics Sr. Technical Consultant	\$ 200
Geomatics SUE Crew 1	\$ 175
Geomatics SUE Crew 2	\$ 245
Geographic Information Systems	
GIS Survey Technician I	\$ 65
GIS Survey Technician II	\$ 86
GIS Survey Technician III	\$ 102
GIS Survey Lead	\$ 118
GIS Technician	\$ 86
GIS Analyst I	\$ 102
GIS Analyst II	\$ 118
GIS Specialist	\$ 134
GIS Senior Specialist	\$ 150
GIS Project Manager	\$ 150
Funding & Asset Management	
F&AM Project Consultant I	\$ 102
F&AM Project Consultant II	\$ 112
F&AM Project Consultant III	\$ 118
F&AM Senior Project Consultant I	\$ 134
F&AM Senior Project Consultant II	\$ 139
F&AM Implementation Specialist	\$ 134
F&AM Staff Professional III	\$ 139
F&AM Assistant Project Manager	\$ 145
F&AM Project Manager	\$ 150
F&AM Senior Project Manager	\$ 187
F&AM Principal	\$ 203
F&AM Senior Technical Consultant	\$ 225

Description	Rate
Environmental	
Environmental Tech I	\$ 90
Environmental Tech II	\$ 100
Senior Environmental Tech	\$ 120
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Project Geologist I	\$ 145
Project Geologist II	\$ 155
Project Geologist III	\$ 165
Sr. Environmental Project Geologist	\$ 180
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 155
Environmental Project Scientist III	\$ 165
Sr. Environmental Project Scientist	\$ 180
Environmental Professional I	\$ 110
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 155
Environmental Project Engineer III	\$ 165
Sr. Environmental Project Engineer	\$ 180
Environmental Assistant PM	\$ 155
Environmental Project Manager	\$ 165
Environmental Sr. Project Manager	\$ 175
Environmental Sr. Technical Consultant	\$ 205
Environmental Principal	\$ 225
Landscape Architecture/Planning	
Landscape Architect I	\$ 139
Landscape Architect II	\$ 150
Landscape Architect III	\$ 166
Landscape Designer I	\$ 118
Landscape Designer II	\$ 128
Planner I	\$ 112
Planner II	\$ 128
Planner III	\$ 150
Planning Technician	\$ 102
Senior Landscape Architect	\$ 182
Senior Planner	\$ 171
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2022 - Schedule is subject to change



September 7, 2022

Matt Schelly, Interim Director of Development Services
City of New Bern
303 First Street
New Bern, NC 28563

**RE: Task Order 7 - Proposal for Professional Services
LASII Stormwater Construction Application Assistance
New Bern, North Carolina
WR Project No. 09210701.07**

Dear Mr. Schelly,

WithersRavenel is pleased to provide this Proposal for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this proposal, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Bob Taylor
Project Consultant II, Funding Services, Funding and Asset Management
btaylor@withersravenel.com
Ph. 919.593.3003

Attachment:
Proposal for Professional Services

City of New Bern New Bern, North Carolina Task Order 7 - Proposal for Professional Services

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the On-Call Services Agreement awarded 13 September 2021 between the City of New Bern and WithersRavenel, Inc. for professional engineering services to be rendered in connection with the Stormwater LASII Construction Application Assistance Project (Project).

B. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of City of New Bern and formalize an agreement for the implementation and logistics for these services.

This proposal is based on the project located in New Bern, North Carolina.

Listed below is a summary of the key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this proposal and any subsequent agreements the following references shall apply:

1. City of New Bern shall be known as the "Client" or "City";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
5. Division of Water Infrastructure shall be known as "DWI";
6. Local Assistance for Stormwater Infrastructure Investments shall be known as "LASII";
7. The executed proposal shall be known as the "Agreement".

The Client wishes to pursue funding assistance from NCDEQ's DWI through the Local Assistance for Stormwater Infrastructure Investments (LASII) Construction Grant Program and would like assistance with completing the application for the Fall 2022 funding cycle (Project). The primary objective of the Project is to obtain infrastructure funding for Duffyfield Stormwater Enhancement Project.

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Services will complete upon Consultant's submission of the proposed application to the North Carolina Division of Water Infrastructure by the Fall 2022 application deadline, which is 09/30/2022, and delivery of a copy of the application to the Client.

D. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Application Preparation, Submittal, and Support

- A. Assemble all materials necessary for the applications as outlined in DWI's LASII 2022 Construction Funding Program guidance.
- B. Prepare all forms, narratives, and all required documents to support the application process.
- C. Coordinate collection of any supporting information required for the application.
- D. Draft required application resolutions for Client to present to Board of Alderman for adoption to support the application process.
- E. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.
- F. Thoroughly understand project scope and prepare a technical project description. The description of the project will be described in enough detail that it will include the project purpose, what the project entails, as well as technical information such as estimates of size/length and materials.
- G. Develop project cost estimates based off a technical project description. Budgets will be in the format stipulated by the DWI and will also be signed and sealed by Consultant's licensed professional engineer.
- H. Circulate application information to the Client for review and approval.
- I. Participate in any teleconferences with DWI and Client as needed.
- J. Provide other assistance, as required, to facilitate the complete application process.
- K. Work with Client to support obtaining needed signatures of the application materials from the Client representative;
- L. Submit application to DWI via their approved method and by their submittal deadline.
- M. Provide a PDF copy of the submitted application to Client. Hardcopy to be provided upon request.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Proposal (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit I. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other proposals;
- Any other services not specifically listed within the Scope of Services.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:

- a. Provide representative for communications and decisions;
- b. Preferred media platforms for communications with the Client;
- c. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- d. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- e. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- f. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- g. Attend one (1) virtual City meeting as required/needed;
- h. Coordinate adoption of the required DWI resolution ahead of the application deadline;
- i. Review and execution of application materials by authorized official ahead of the application deadline.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit I. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees. Budgeted amount reflects a discounted fee due to Client contracting for multiple application projects.

Task No.	Task Name	Fee
1	Application Preparation, Submittal, and Support	\$3,750
	TOTAL	\$3,750

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

H. Acceptance

This proposal is valid 5 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and City of New Bern. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL



Digitally signed by Amanda
Whitaker
Date: 2022.09.07 15:23:01
-04'00'

Signature

Amanda Whitaker

Name

Director, Funding Services
Funding and Asset Management

Title

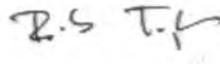
ACCEPTED BY:

CITY OF NEW BERN

Signature

Name

Title



Digitally signed by Bob
Taylor
Date: 2022.09.07 15:23:35
-04'00'

Signature

Bob Taylor

Name

Project Consultant II, Funding Services
Funding & Asset Management

Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I- Fee & Expense Schedule



EXHIBIT I

Fee & Expense Schedule

Description	Rate
Project Management	
Client Experience Manager	\$ 209
Assistant Project Manager	\$ 161
Project Manager	\$ 177
Senior Project Manager	\$ 193
Principal	\$ 225
Engineering	
Intern I	\$ 60
Intern II	\$ 80
CAD Technician I	\$ 96
CAD Technician II	\$ 107
Senior CAD Technician	\$ 128
Designer I	\$ 123
Designer II	\$ 134
Senior Designer	\$ 155
Project Coordinator I	\$ 91
Project Coordinator II	\$ 102
Project Coordinator III	\$ 112
Senior Project Coordinator	\$ 118
Project Coordinator Team Leader	\$ 134
Project Engineer I	\$ 150
Project Engineer II	\$ 161
Project Engineer III	\$ 177
Staff Professional I	\$ 86
Staff Professional II	\$ 128
Staff Professional III	\$ 139
Staff Professional IV	\$ 171
Senior Staff Professional	\$ 166
Senior Project Engineer	\$ 193
Senior Technical Consultant	\$ 209
Zoning Specialist	\$ 246
Construction Administration	
Construction Manager I	\$ 139
Construction Manager II	\$ 150
Senior Construction Manager	\$ 171
Resident Project Representative I	\$ 86
Resident Project Representative II	\$ 102
Resident Project Representative III	\$ 118
Senior Resident Project Representative	\$ 128
Administration	
Administrative Assistant	\$ 54
Office Administration	\$ 59
Administrative Assistant I	\$ 70
Administrative Assistant II	\$ 80
Administrative Assistant III	\$ 91
Director of Marketing	\$ 91
Marketing Administration II	\$ 102
Marketing Administration I	\$ 80
Office Administrator I	\$ 102
Office Administrator II	\$ 107
Office Administrator III	\$ 112

Description	Rate
Geomatics	
Geomatics CAD I	\$ 85
Geomatics CAD II	\$ 105
Geomatics CAD III	\$ 120
Geomatics Project Manager I	\$ 150
Geomatics Project Manager II	\$ 160
Geomatics Project Professional I	\$ 135
Geomatics Project Professional II	\$ 155
Geomatics Principal	\$ 220
Geomatics Remote Sensing Crew I	\$ 195
Geomatics Remote Sensing Crew II	\$ 275
Geomatics Survey Crew I	\$ 140
Geomatics Survey Crew II (2 Man)	\$ 170
Geomatics Survey Crew III (3 Man)	\$ 210
Geomatics Senior Manager	\$ 190
Geomatics Survey Tech I	\$ 50
Geomatics Survey Tech II	\$ 80
Geomatics Survey Tech III	\$ 105
Geomatics Survey Tech IV	\$ 115
Geomatics Sr. Technical Consultant	\$ 200
Geomatics SUE Crew 1	\$ 175
Geomatics SUE Crew 2	\$ 245
Geographic Information Systems	
GIS Survey Technician I	\$ 65
GIS Survey Technician II	\$ 86
GIS Survey Technician III	\$ 102
GIS Survey Lead	\$ 118
GIS Technician	\$ 86
GIS Analyst I	\$ 102
GIS Analyst II	\$ 118
GIS Specialist	\$ 134
GIS Senior Specialist	\$ 150
GIS Project Manager	\$ 150
Funding & Asset Management	
F&AM Project Consultant I	\$ 102
F&AM Project Consultant II	\$ 112
F&AM Project Consultant III	\$ 118
F&AM Senior Project Consultant I	\$ 134
F&AM Senior Project Consultant II	\$ 139
F&AM Implementation Specialist	\$ 134
F&AM Staff Professional III	\$ 139
F&AM Assistant Project Manager	\$ 145
F&AM Project Manager	\$ 150
F&AM Senior Project Manager	\$ 187
F&AM Principal	\$ 203
F&AM Senior Technical Consultant	\$ 225

Description	Rate
Environmental	
Environmental Tech I	\$ 90
Environmental Tech II	\$ 100
Senior Environmental Tech	\$ 120
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Project Geologist I	\$ 145
Project Geologist II	\$ 155
Project Geologist III	\$ 165
Sr. Environmental Project Geologist	\$ 180
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 155
Environmental Project Scientist III	\$ 165
Sr. Environmental Project Scientist	\$ 180
Environmental Professional I	\$ 110
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 155
Environmental Project Engineer III	\$ 165
Sr. Environmental Project Engineer	\$ 180
Environmental Assistant PM	\$ 155
Environmental Project Manager	\$ 165
Environmental Sr. Project Manager	\$ 175
Environmental Sr. Technical Consultant	\$ 205
Environmental Principal	\$ 225
Landscape Architecture/Planning	
Landscape Architect I	\$ 139
Landscape Architect II	\$ 150
Landscape Architect III	\$ 166
Landscape Designer I	\$ 118
Landscape Designer II	\$ 128
Planner I	\$ 112
Planner II	\$ 128
Planner III	\$ 150
Planning Technician	\$ 102
Senior Landscape Architect	\$ 182
Senior Planner	\$ 171
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2022 - Schedule is subject to change

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Updating Customer Service/Line Extension Policy

Date of Meeting: September 27, 2022	Ward # if applicable: N/A
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Request for Mayor to execute Resolution.
Actions Needed by Board:	
Backup Attached:	Memo, Line Extension/New Developments, Customer Service Policy 1999, Revenue Credit, Resolution

Is item time sensitive? Yes No

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

Cost of Agenda Item: N/A

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



NEW BERN

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

TO: Mayor Jeffrey Odham, City of New Bern Board of Aldermen
FROM: Charles D. Bauschard, Director of Public Utilities
COPIES: Foster Hughes, City Manager; File
SUBJECT: Updates to Customer Service/Line Extension Policy
DATE: September 21, 2022

In response to requests by developers to extend the public electric distribution system and set service to a growing number of commercial, residential, and master plan developments, staff applied the line extension policy rules set forth in the customer service policy. As a result, in most cases, there is not sufficient revenue to satisfy the policy and fund the total cost of construction. This is largely due to a combination of rapid inflation for goods and services, increased costs for purchased power, and levelized retail rates.

In compliance with the policy, developers are required to contribute the cost difference between the total construction cost and revenue credit. In response to complaints from developers, staff reviewed the performance of the Customer Service-Line Extension Policy, and recommends the following changes that will better align the intent of the policy with current market trends and position the utility to better compete for new customers in areas of customer choice. A red lined copy of the proposed changes is attached and includes the following recommendations.

1. Change the revenue credit calculation from 2 to 3 years. This positions the utility to compete for new customers, where competition exists.
2. Update the utilities annual energy cost to reflect today's pricing. Pricing was last updated in 1999.
3. Omit the cost of street lighting from the cost of construction. This is unnecessary because the cost for constructing street lighting is recovered in the monthly rates.
4. Limit adding overheads and contingencies to construction costs when it is not warranted by the scope of the project.

Revenue credit examples have been provided, which compare the performance of our current policy to the recommended changes, as well as other options.

Please let me know if you have any questions or concerns.

RESOLUTION

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

That the updates to the City of New Bern Utility Policy – Electric Line Extension, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved.

ADOPTED THIS 27th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

ELECTRIC LINE EXTENSION POLICY

AVAILABILITY

Unless provided otherwise, the provisions of this plan apply to all line extensions to all retail services.

DEFINITIONS

Construction Cost

The construction cost is the installed cost of constructing the City's facilities to the point(s) of delivery, including the cost of materials, labor, transportation, tax, engineering, and other related expenses. When applied to temporary service and to construction service, the city will refund the construction cost of reusable items, minus depreciation and restocking cost of those items used in constructing the facilities. The customer shall contribute to the City the cost of constructing service facilities in excess of one point of delivery per construction site, an amount equal to the installed cost, plus removal cost, minus salvage value of reusable items, minus depreciation and restocking costs of items used and installed solely for the purpose of the additional construction service.

NORMAL POINT OF DELIVERY

The normal point of delivery for overhead service to residential customers will be on the outside wall of the end of the building nearest to the source of the City's facilities entering the customer's premises. For underground electric service to residential customers, the normal point of delivery will be on the outside wall of the building or the nearest convenient point on the outside wall of the front or back wall adjacent to the end of the building nearest the source of the

City's facilities entering the customer's premises. The normal point of delivery for other customers will be at a location designated by the City.

REVENUE CREDIT

The revenue credit is the amount equal to the number of years in the initial term of the Service Agreement(s), up to but not more than three (3) years, times: (a) the estimated annual revenue, minus (b) the estimated annual kilowatt hours multiplied the utility's most recent annual realized purchased power supply cost per kWh. The estimated annual revenue shall be determined by the City for the new or additional load and shall be based upon the charges set forth in the applicable rate schedule(s).

CUSTOMER CONTRIBUTION

Customer payment to the City for the construction of service(s) that will not generate sufficient revenue for City to recover its investment.

REAL ESTATE DEVELOPMENT

A real estate development is a residential subdivision, commercial park, mobile home park, apartment complex, planned unit development, or other similar type development where permanent electric service will be provided occupants.

TEMPORARY SERVICE

A Temporary Service customer is one whose electric service needs are for less than a 12

month continuous period and the City's facilities installed to serve the customer will not be

needed on a permanent basis and will not be needed to serve other customers in the near future.

CONSTRUCTION SERVICE

A construction service customer is a customer whose needs are normally for less than a 12 month continuous period and whose need is for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the City.

EXTENSION OF SERVICE

A. Single Phase Service to Individual Customers

1. Extensions Only Involving Secondary Service

The City will construct, own, operate, and maintain an overhead service or underground service lateral to the normal point of delivery at its expense, except that when more than two secondary poles are necessary, the customer shall contribute for each additional pole or for points of delivery located beyond the normal points of delivery requiring additional investment in accordance with Section 7 of these policies. For a single-phase line extension, whether overhead or underground, to a temporary service customer, the Customer contribution will be the construction cost minus any applicable revenue credit. When it becomes necessary to relocate the secondary service for the customer's convenience, the customer's contribution will be the construction cost minus any applicable revenue credit.

2. Extensions Involving Primary Distribution Facilities

The City will construct, own, operate, and maintain all distribution facilities to extend single-phase electric service to the normal point of delivery. The City will provide the secondary portion of the line extensions, if any, in accordance with A. 1. above.

For the primary portion, whether overhead or underground, of the single—phase line extension to permanently occupied residential customers, the customer contribution will be the construction cost minus any applicable revenue credit.

For the primary portion, whether overhead or underground, of the single-phase line extension to serve a residential customer, the City will provide the least cost overhead or underground service compatible with the customer's service requirements and the City's engineering standards. In the event the customer requests other than the least costly overhead or underground service to the normal point of delivery, the customer contribution will be the construction cost minus any applicable revenue credit, but in no event more than the difference in the construction cost between the customer's request and the least cost service to the normal point of delivery.

For points of delivery beyond the normal point of delivery requiring an investment in primary facilities in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment.

When it is necessary to relocate the primary distribution facilities for the customer's convenience, the customer will contribute all relocation costs minus

any applicable revenue credit.

B. THREE PHASE SERVICE TO INDIVIDUAL CUSTOMERS

The City will construct, own, operate, and maintain all overhead and underground distribution facilities necessary to extend one three-phase voltage electric service to the normal point of delivery. The customer's contribution will be the construction cost minus any applicable revenue credit. For points of delivery beyond the normal point of delivery requiring an investment in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment.

Customers requiring a second voltage for the same premises will contribute to the City, the entire costs associated with providing this service.

C. NEW REAL ESTATE DEVELOPMENTS

1. Residential Developments

The City will construct, own, operate, and maintain overhead and/or underground distribution facilities to provide a basic distribution system, normally 120/240-volt single-phase service or as determined by the City, within the real estate development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system will make a contribution, if any, to the City based on the construction cost minus the revenue credit from the development.

In lieu of any charge that may be required as provided herein, the Board of Aldermen may adopt, by separate Ordinance, the assessment of a per lot charge in any subdivided "Real Estate Development" to recover the additional costs incurred for the installation of an underground distribution system and/or service, versus the costs incurred for overhead facilities. A copy of said Ordinances shall be on file in the office of the City Clerk.

2. Nonresidential Developments and Planned Unit Developments

The City will construct, own, operate, and maintain overhead and/or underground facilities to provide a basic distribution system within these developments in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system will make a contribution, if any, to the City based on the construction cost minus any applicable estimated revenue credit from the development.

3. General

The City may limit the extent of the installation in a real estate development to that area which in the City's judgement is likely to be occupied within a reasonable period of time in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit, or at the City's option a letter of credit or surety bond in lieu of a deposit, equal to the total installed costs of the facilities to serve the additional area. Deposits are

reviewed annually and are subject to refund based on a prorated portion of the City's idle facilities needed to serve customer during the preceding 12 months. Any deposit held by the City for five years will no longer be subject to refund. Each individual customer within the development will be served in accordance with A. or B. above, including any customer contribution.

D. CONVERSIONS OF OVERHEAD TO UNDERGROUND SERVICE

1. Residential Customers

The conversion of existing overhead distribution facilities to underground distribution is not covered in the contribution stated in A., B., or C. above.

Conversion shall be in accordance with Section 7.

When the customer requests the City to replace an existing residential overhead connection which involves primary distribution facilities, Section D.2 below shall apply.

2. Other Individual Customers

When the customer requests the City to replace an existing overhead connection with underground facilities and such change is not the result of an increase in the customer's electric requirement that would have necessitated replacing the overhead facilities, the customer will make a non-refundable

contribution to the City equal to the following" (a) the installed cost of the underground facilities, plus (b) the costs of removing and rearranging the overhead facilities, minus (c) the salvage value of the overhead facilities. When the customer's electrical requirement necessitates replacing overhead facilities, the customer contribution, if any, will be the construction cost minus the revenue credit. Customer will be responsible for adapting their service for the underground connection.

3. Replacement of General Overhead Distribution Facilities with Underground Facilities

For installations not covered by other sections of this Plan or fee schedules or which include more facilities than are covered by other sections of this plan, the City will replace overhead distribution facilities with underground facilities subject to the following conditions:

- (a) The party requesting the conversion will deposit with the City the estimated cost of the engineering study necessary to determine the cost of converting to underground facilities. If within one year after the date of the deposit an agreement is reached for converting the overhead distribution facilities to underground facilities, the deposit will be credited to the contribution required by the requesting party. Should an agreement not be executed within one year, the deposit will be non-refundable.
- (b) The area to be converted will be the area that the City considers

engineering feasible but normally will not be less than three contiguous City blocks of 1,300 feet.

- (c) The party requesting the conversion will arrange with all customers affected to adapt their services for the underground connection thereby to receive, at locations designated by the City, electric service of the type and voltage available from the underground system. The area being converted will be declared an underground area and only underground service will be available within such area. Underground service to future customers within the area will be provided in accordance with A., B., and C. of this

- (d) The contribution payable to the City will be the sum of the net investment depreciated in existing overhead facilities plus the estimated cost of underground facilities, plus the cost of removing and rearranging the overhead facilities, less the salvage value of the overhead facilities being removed, less the estimated cost of new overhead facilities. If the City has to rebuild its overhead facilities within the area, such as relocating its facilities due to a street widening, the contribution payable to the City will be reduced by the estimated cost of such work exclusive of the cost of rights of way, clearing and street lighting.

- (e) Street lighting service and conversion to underground facilities will be in accordance with City's filed street lighting schedules.

- (f) The party requesting the conversion will provide the City the necessary

rights of way and clearing thereof, at no cost to the City, for the installation of the City's underground facilities. Such rights of way and clearing will include the necessary space for the City to install any required vaults, pad mounted transformers, or other associated equipment.

- (g) The party requesting the conversion will be responsible for placing all traffic and other control circuits underground.

4. Replacement of Overhead Facilities in Developed Downtown Commercial Areas

As it is part of a general or ongoing rehabilitation program of a downtown commercial area, the City will replace overhead lines with underground facilities subject to the following conditions:

- (a) Study finds that it would serve to enhance and retain the commercial vitality of the downtown business district and thereby, the economic strength of the area selected.
 - (b) There is an ongoing and general rehabilitation of the area by the private sector in cooperation with the City.
 - (c) Electrical engineering study shows that the electric load density of the area selected meets the desired kW load demand per street front footage.
- (1) The City will make arrangements with all affected customers to receive electric service at locations designated by the City and of the type of voltage that will be available from the underground service. Customers will also be advised in advance that relocation costs of any points of delivery may be at the customer's expense.

- (2) The City agrees to install all of its other overhead circuits such as street lighting, traffic controls, and messenger cables underground and, that other firms that provide the affected area with telephone, and cable TV service, etc., may concurrently install all of their overhead facilities underground.

GENERAL

- A. Rights of Way- The customer will furnish without cost to the City adequate and accessible easements and rights of way (normally 20' wide) for the supply of electric service.

The location of the City's transmission lines or right of way easements of the City for existing or future transmission lines, shall not be affected by this Plan or any contract executed thereunder.

The customer shall be responsible for the initial clearing to the final grade, free of stumps and other obstructions, for any right of way necessary to provide electric service.

The type of construction and the location of the facilities will be at the option of the City. If the owner or developer desires changes in either location or type of construction, the installations will be made only when the owner or developer pays the City the estimated additional cost to be incurred.

The City will have the option of placing transformers above ground, on pads of its

specification or design, or underground in enclosures of its specifications or design. The City will determine the practicality of placement.

Shrubs and trees requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the City and its sub-contractors harmless against any claims for damage. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.

In public rights-of-way, where the work is the City's responsibility, the City will take responsibility for re-seeding with common varieties and strawing a grassy area.

B. Contributions

The City reserves the right to collect any line extension contributions under this Plan before installation of the facilities begins. When contributions are required from a party who will also be the customer, the contribution may, at the sole option of the City, be included in the first electric service bill rendered thereafter. When contributions are required from a residential customer, the contributions can be paid in up to six equal installments included as part of the first six electric service bills. Agreement shall be in writing.

The customer can reduce the contributions contained hereby by performing tasks, in accordance to the City's specifications, such as trenching, right of way clearing for overhead facilities, rock removal, cutting and replacing of pavement and other obstructions that would

impede the City from using normal construction materials and equipment, which the City determines would not reduce the quality of the installation and maintenance of the facilities to be installed.

When area or street lighting is installed as a part of and at the same time as the other City facilities as stated in A., B., and C., above the cost of constructing street lighting will not be included in the construction cost. Instead, the street lighting rate schedules and schedule of fees will be applied to the cost of constructing the street lighting.

In the event there is a disagreement between the customer and the City regarding the revenue credit, the City's calculations will be used. However, the amount of the customer contribution in question will be declared a deposit. The revenue credit will be recalculated two years following the date the deposit was received by the City using the actual usage by the customer. The customer will receive a refund not to exceed the deposit plus applicable interest, should recalculated revenue credit exceed the revenue credit. The rate of interest shall be the rate paid by the City for electric service deposits. Deposits held by the City beyond the two-year review period will no longer be subject to refund. The City will only collect contributions under this plan when the total of all contributions

exceeds minimum listed in Section 7.

C. Type of Facilities

The City shall have the right to install an overhead or underground distribution system at its option. However, if the customer or developer requests, or a City ordinance or other legal restriction requires, that such lines be placed underground rather than overhead, the customer or developer shall be subject to any contributions contained elsewhere *in this* plan.

The City will not normally install overhead facilities or Replace underground facilities with overhead facilities, in an area served by an underground distribution system.

The City will provide electric service, either overhead or underground, at a single point of delivery at one of the City's standard voltages. The type and location of these facilities will be in accordance with sound engineering practices as determined by the City's engineers.

V. TAXES

Applicable taxes for contributions in aid of construction and any applicable stiles tax will be added to the total due.

VI. EFFECTIVE DATE

This plan shall become effective for extensions made on and after July 1, 1993, except where prior plans have been made and agreed upon in writing by the City, the customer or the developer.

PAYMENTS/ CONTRIBUTION IN AID OF CONSTRUCTION

1. All payments for any new installations may be required prior to the beginning of construction by City personnel.
2. Contributions in aid of construction to be paid by any customer will be calculated based upon the historical cost of materials, historical cost of labor, , vehicle expenses, engineering, administration. Both a 10 percent overhead and 10 percent contingency may be applied when warranted by the scope of service.
3. In the event that all or a portion of a temporary line extension requiring contribution in aid of construction is utilized in providing service to a permanent establishment, a refund may be made, providing the permanent establishment is served and the refund applied for within a period of five years from the date of the original extension agreement.

RIGHT OF WAY AND EASEMENTS

1. Customers must provide a right of way suitable for the City to install and maintain its facilities. That right of way must be dedicated and recorded with the appropriate register of deeds. The right of way may be in the form of utility easements shown, a recorded final plat, a blanket easement deed, or a dedicated easement deed.

2. When the City must cross property other than that owned by the customer, the City will administer the acquisition of the right of way. The customer getting service will be responsible for all expenses necessary to get that right of way.

3. Right-of-way easements must contain accurate legal descriptions of the property concerned and must be executed by all the owners in question.

ELECTRIC LINE EXTENSION POLICY

AVAILABILITY

Unless provided otherwise, the provisions of this plan apply to all line extensions to all retail services.

DEFINITIONS

Construction Cost

The construction cost is the installed cost of constructing the City's facilities to the point(s) of delivery, including the cost of materials, labor, transportation, tax, engineering, and other related expenses. When applied to temporary service and to construction service, the city will refund the construction cost of reusable items, minus depreciation and restocking cost of those items used in constructing the facilities. The customer shall contribute to the City the cost of constructing service facilities in excess of one point of delivery per construction site, an amount equal to the installed cost, plus removal cost, minus salvage value of reusable items, minus depreciation and restocking costs of items used and installed solely for the purpose of the additional construction service.

NORMAL POINT OF DELIVERY

The normal point of delivery for overhead service to residential customers will be on the outside wall of the end of the building nearest to the source of the City's facilities entering the customer's premises. For underground electric service to residential customers, the normal point of delivery will be on the outside wall of the building or the nearest convenient point on the outside wall of the front or back wall adjacent to the end of the building nearest the source of the

City's facilities entering the customer's premises. The normal point of delivery for other customers will be at a location designated by the City.

REVENUE CREDIT

The revenue credit is the amount equal to the number of years in the initial term of the Service Agreement(s), up to but not more than ~~two~~ three (3) years, times: (a) the estimated annual revenue, minus (b) the estimated annual kilowatt hours multiplied ~~by 7.3 cents per kWh~~ the utility's most recent annual realized purchased power supply cost per kWh. The estimated annual revenue shall be determined by the City for the new or additional load and shall be based upon the charges set forth in the applicable rate schedule(s).

CUSTOMER CONTRIBUTION

Customer payment to the City for the construction of service(s) that will not generate sufficient revenue for City to recover its investment.

REAL ESTATE DEVELOPMENT

A real estate development is a residential subdivision, commercial park, mobile home park, apartment complex, planned unit development, or other similar type development where permanent electric service will be provided occupants.

TEMPORARY SERVICE

A Temporary Service customer is one whose electric service needs are for less than a 12

RED-LINED VERSION

month continuous period and the City's facilities installed to serve the customer will not be

needed on a permanent basis and will not be needed to serve other customers in the near future.

CONSTRUCTION SERVICE

A construction service customer is a customer whose needs are normally for less than a 12 month continuous period and who need is for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the City.

EXTENSION OF SERVICE

A. Single Phase Service to Individual Customers

1. Extensions Only Involving Secondary Service

The City will construct, own, operate, and maintain an overhead service or underground service lateral to the normal point of delivery at its expense, except that when more than two secondary poles are necessary, the customer shall contribute for each additional pole or for points of delivery located beyond the normal points of delivery requiring additional investment in accordance with Section 7 of these policies. For a single-phase line extension, whether overhead or underground, to a temporary service customer, the Customer contribution will be the construction cost minus any applicable revenue credit. When it becomes necessary to relocate the secondary service for the customer's convenience, the customer's contribution will be the construction cost minus any applicable revenue credit.

2. Extensions Involving Primary Distribution Facilities

The City will construct, own, operate, and maintain all distribution facilities to extend single-phase electric service to the normal point of delivery. The City will provide the secondary portion of the line extensions, if any, in accordance with A. 1. above.

For the primary portion, whether overhead or underground, of the single—phase line extension to permanently occupied residential customers, the customer contribution will be the construction cost minus any applicable revenue credit.

For the primary portion, whether overhead or underground, of the single-phase line extension to serve a residential customer, the City will provide the least cost overhead or underground service compatible with the customer's service requirements and the City's engineering standards. In the event the customer requests other than the least costly overhead or underground service to the normal point of delivery, the customer contribution will be the construction cost minus any applicable revenue credit, but in no event more than the difference in the construction cost between the customer's request and the least cost service to the normal point of delivery.

For points of delivery beyond the normal point of delivery requiring an investment in primary facilities in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment.

When it is necessary to relocate the primary distribution facilities for the customer's convenience, the customer will contribute all relocation costs minus

any applicable revenue credit.

B. THREE PHASE SERVICE TO INDIVIDUAL CUSTOMERS

The City will construct, own, operate, and maintain all overhead and underground distribution facilities necessary to extend one three-phase voltage electric service to the normal point of delivery. The customer's contribution will be the construction cost minus any applicable revenue credit. For points of delivery beyond the normal point of delivery requiring an investment in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment.

Customers requiring a second voltage for the same premises will contribute to the City, the entire costs associated with providing this service.

C. NEW REAL ESTATE DEVELOPMENTS

1. Residential Developments

The City will construct, own, operate, and maintain overhead and/or underground distribution facilities to provide a basic distribution system, normally 120/240-volt single-phase service or as determined by the City, within the real estate development in which it is contemplated that individual lots will be sold or leased.

The developer requesting the basic distribution system will make a contribution, if any, to the City based on the construction cost minus the revenue credit from the development.

In lieu of any charge that may be required as provided herein, the Board of Aldermen may adopt, by separate Ordinance, the assessment of a per lot charge in any subdivided "Real Estate Development" to recover the additional costs incurred for the installation of an underground distribution system and/or service, versus the costs incurred for overhead facilities. A copy of said Ordinances shall be on file in the office of the City Clerk.

2. Nonresidential Developments and Planned Unit Developments

The City will construct, own, operate, and maintain overhead and/or underground facilities to provide a basic distribution system within these developments in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system will make a contribution, if any, to the City based on the construction cost minus any applicable estimated revenue credit from the development.

3. General

The City may limit the extent of the installation in a real estate development to that area which in the City's judgement is likely to be occupied within a reasonable period of time in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit, or at the City's option a letter of credit or surety bond in lieu of a deposit, equal to the total installed costs of the facilities to serve the additional area. Deposits are

reviewed annually and are subject to refund based on a prorated portion of the City's idle facilities needed to serve customer during the preceding 12 months. Any deposit held by the City for five years will no longer be subject to refund. Each individual customer within the development will be served in accordance with A. or B. above, including any customer contribution.

D. CONVERSIONS OF OVERHEAD TO UNDERGROUND SERVICE

1. Residential Customers

The conversion of existing overhead distribution facilities to underground distribution is not covered in the contribution stated in A., B., or C. above.

Conversion shall be in accordance with Section 7.

When the customer requests the City to replace an existing residential overhead connection which involves primary distribution facilities, Section D.2 below shall apply.

2. Other Individual Customers

When the customer requests the City to replace an existing overhead connection with underground facilities and such change is not the result of an increase in the customer's electric requirement that would have necessitated replacing the overhead facilities, the customer will make a non-refundable

contribution to the City equal to the following" (a) the installed cost of the underground facilities, plus (b) the costs of removing and rearranging the overhead facilities, minus (c) the salvage value of the overhead facilities. When the customer's electrical requirement necessitates replacing overhead facilities, the customer contribution, if any, will be the construction cost minus the revenue credit. Customer will be responsible for adapting their service for the underground connection.

3. Replacement of General Overhead Distribution Facilities with Underground Facilities

For installations not covered by other sections of this Plan or fee schedules or which include more facilities than are covered by other sections of this plan, the City will replace overhead distribution facilities with underground facilities subject to the following conditions:

- (a) The party requesting the conversion will deposit with the City the estimated cost of the engineering study necessary to determine the cost of converting to underground facilities. If within one year after the date of the deposit an agreement is reached for converting the overhead distribution facilities to underground facilities, the deposit will be credited to the contribution required by the requesting party. Should an agreement not be executed within one year, the deposit will be non-refundable.
- (b) The area to be converted will be the area that the City considers

engineering feasible but normally will not be less than three contiguous City blocks of 1,300 feet.

- (c) The party requesting the conversion will arrange with all customers affected to adapt their services for the underground connection thereby to receive, at locations designated by the City, electric service of the type and voltage available from the underground system. The area being converted will be declared an underground area and only underground service will be available within such area. Underground service to future customers within the area will be provided in accordance with A., B., and C. of this

- (d) The contribution payable to the City will be the sum of the net investment depreciated in existing overhead facilities plus the estimated cost of underground facilities, plus the cost of removing and rearranging the overhead facilities, less the salvage value of the overhead facilities being removed, less the estimated cost of new overhead facilities. If the City has to rebuild its overhead facilities within the area, such as relocating its facilities due to a street widening, the contribution payable to the City will be reduced by the estimated cost of such work exclusive of the cost of rights of way, clearing and street lighting.

- (e) Street lighting service and conversion to underground facilities will be in accordance with City's filed street lighting schedules.

- (f) The party requesting the conversion will provide the City the necessary

rights of way and clearing thereof, at no cost to the City, for the installation of the City's underground facilities. Such rights of way and clearing will include the necessary space for the City to install any required vaults, pad mounted transformers, or other associated equipment.

- (g) The party requesting the conversion will be responsible for placing all traffic and other control circuits underground.

4. Replacement of Overhead Facilities in Developed Downtown Commercial Areas

As it is part of a general or ongoing rehabilitation program of a downtown commercial area, the City will replace overhead lines with underground facilities subject to the following conditions:

- (a) Study finds that it would serve to enhance and retain the commercial vitality of the downtown business district and thereby, the economic strength of the area selected.
 - (b) There is an ongoing and general rehabilitation of the area by the private sector in cooperation with the City.
 - (c) Electrical engineering study shows that the electric load density of the area selected meets the desired kW load demand per street front footage.
- (1) The City will make arrangements with all affected customers to receive electric service at locations designated by the City and of the type of voltage that will be available from the underground service. Customers will also be advised in advance that relocation costs of any points of delivery may be at the customer's expense.

- (2) The City agrees to install all of its other overhead circuits such as street lighting, traffic controls, and messenger cables underground and, that other firms that provide the affected area with telephone, and cable TV service, etc., may concurrently install all of their overhead facilities underground.

GENERAL

- A. Rights of Way - The customer will furnish without cost to the City adequate and accessible easements and rights of way (normally 20' wide) for the supply of electric service.

The location of the City's transmission lines or right of way easements of the City for existing or future transmission lines, shall not be affected by this Plan or any contract executed thereunder.

The customer shall be responsible for the initial clearing to the final grade, free of stumps and other obstructions, for any right of way necessary to provide electric service.

The type of construction and the location of the facilities will be at the option of the City. If the owner or developer desires changes in either location or type of construction, the installations will be made only when the owner or developer pays the City the estimated additional cost to be incurred.

The City will have the option of placing transformers above ground, on pads of its

specification or design, or underground in enclosures of its specifications or design. The City will determine the practicality of placement.

Shrubs and trees requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the City and its sub-contractors harmless against any claims for damage. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.

In public rights-of-way, where the work is the City's responsibility, the City will take responsibility for re-seeding with common varieties and strawing a grassy area.

B. Contributions

The City reserves the right to collect any line extension contributions under this Plan before installation of the facilities begins. When contributions are required from a party who will also be the customer, the contribution may, at the sole option of the City, be included in the first electric service bill rendered thereafter. When contributions are required from a residential customer, the contributions can be paid in up to six equal installments included as part of the first six electric service bills. Agreement shall be in writing.

The customer can reduce the contributions contained hereby by performing tasks, in accordance to the City's specifications, such as trenching, right of way clearing for overhead facilities, rock removal, cutting and replacing of pavement and other obstructions that would

impede the City from using normal construction materials and equipment, which the City determines would not reduce the quality of the installation and maintenance of the facilities to be installed.

When area or street lighting is installed as a part of and at the same time as the other City facilities as stated in A., B., and C., above the cost of constructing street lighting will not be included in the construction cost. Instead, the street lighting rate schedules and schedule of fees will be applied to the cost of constructing the street lighting. ~~contributions normally required for underground service and abnormal soil conditions as stated in the area lighting and street lighting service schedules will not be applicable; instead, the estimated installed cost of the underground lighting circuit will be included in the construction cost. For the customer served as stated in A., 1., requesting area or street lighting facilities, a customer contribution, if any, will be the construction cost, minus revenue credit, but will not exceed the charges for underground service and abnormal soil conditions as required in the applicable lighting schedule.~~

In the event there is a disagreement between the customer and the City regarding the revenue credit, the City's calculations will be used. However, the amount of the customer contribution in question will be declared a deposit. The revenue credit will be recalculated two years following the date the deposit was received by the City using the actual usage by the customer. The customer will receive a refund not to exceed the deposit plus applicable interest, should recalculated revenue credit exceed the revenue credit. The rate of interest shall be the rate paid by the City for electric service deposits. Deposits held by the City beyond the two-year review period will no longer be

subject to refund. The City will only collect contributions under this plan when the total of all contributions

exceeds minimum listed in Section 7.

C. Type of Facilities

The City shall have the right to install an overhead or underground distribution system at its option. However, if the customer or developer requests, or a City ordinance or other legal restriction requires, that such lines be placed underground rather than overhead, the customer or developer shall be subject to any contributions contained elsewhere *in this* plan.

The City will not normally install overhead facilities or Replace underground facilities with overhead facilities, in an area served by an underground distribution system.

The City will provide electric service, either overhead or underground, at a single point of delivery at one of the City's standard voltages. The type and location of these facilities will be in accordance with sound engineering practices as determined by the City's engineers.

V. TAXES

Applicable taxes for contributions in aid of construction and any applicable stiles tax will be added to the total due.

VI. EFFECTIVE DATE

This plan shall become effective for extensions made on and after July 1, 1993, except where prior plans have been made and agreed upon in writing by the City, the customer or the developer.

PAYMENTS/ CONTRIBUTION IN AID OF CONSTRUCTION

1. All payments for any new installations may be required prior to the beginning of construction by City personnel.
2. Contributions in aid of construction to be paid by any customer will be calculated based upon the historical cost of materials, historical cost of labor, ~~overhead~~, vehicle expenses, engineering, administration. Both a 10 percent overhead and 10 percent contingency may be applied when warranted by the scope of service. ~~, and 10 percent contingency.~~
3. In the event that all or a portion of a temporary line extension requiring contribution in aid of construction is utilized in providing service to a permanent establishment, a refund may be made, providing the permanent establishment is served and the refund applied for within a period of five years from the date of the original extension agreement.

RIGHT OF WAY AND EASEMENTS

1. Customers must provide a right of way suitable for the City to install and maintain its facilities. That right of way must be dedicated and recorded with the appropriate register of deeds. The right of way may be in the form of utility easements shown, a recorded final plat, a blanket easement deed, or a dedicated easement deed.

2. When the City must cross property other than that owned by the customer, the City will administer the acquisition of the right of way. The customer getting service will be responsible for all expenses necessary to get that right of way.

3. Right-of-way easements must contain accurate legal descriptions of the property concerned and must be executed by all the owners in question.

POLICY - 2 YEAR REVENUE CREDIT Energy Cost \$0.073/kWh																
Project	# of Services	# of Street Lights	Two (2) Year Revenue	Two (2) Year Energy Cost	Revenue Credit	Total Construction Cost	Developer Contribution	Utility Contribution	Developer Cost per Service	Cost Recovery Period (yr)	Labor	Equipment	Material	Overheads	Contingencies	
Project 1	57	10	\$207,579	131,646	\$75,933	\$282,159	\$206,226	\$75,933	\$3,618	2.00	\$33,300	\$44,218	\$157,614	\$23,513	\$23,513	
Project 2	252	0	\$813,200	\$476,138	\$337,062	\$465,806	\$128,743	\$337,062	\$511	2.00	\$73,297	\$77,728	\$237,147	\$38,817	\$38,817	
Project 3	140	19	\$509,842	323,340	\$186,502	\$672,058	\$485,556	\$186,502	\$3,468	2.00	\$75,551	\$79,844	\$404,654	\$56,005	\$56,005	
Project 4	13	TBD	\$47,342	30,024	\$17,318	\$88,080	\$70,761	\$17,318	\$5,443	2.00	\$13,815	\$14,858	\$44,727	\$7,340	\$7,340	
Project 5	95	TBD	\$345,964	219,409	\$126,555	\$393,466	\$266,911	\$126,555	\$2,810	2.00	\$47,019	\$36,689	\$244,180	\$32,789	\$32,789	
Project 6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 7	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 8	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Average	111	10	\$384,786	\$236,111	\$148,674	\$380,314	\$231,640	\$148,674	\$3,170	2.00	\$48,596	\$50,667	\$217,664	\$31,693	\$31,693	
Total	557	29	\$1,923,928	\$1,180,557	\$743,371	\$1,901,569	\$1,158,198	\$743,371			\$242,981	\$253,337	\$1,088,322	\$158,464	\$158,464	

ADJUSTED POLICY - 2 YEAR REVENUE CREDIT Energy Cost \$0.08075/kWh													
Project	# of Services	# of Street Lights	Two (2) Year Revenue	Two (2) Year Energy Cost	Revenue Credit	Total Construction Cost	Developer Contribution	Utility Contribution	Developer Cost per Service	Cost Recovery Period (yr)	Developer Cost Difference	Utility Cost Difference	
Project 1	57	10	\$207,579	\$145,622	\$61,957	\$282,159	\$220,202	\$61,957	\$3,863	2.00	\$13,976	-\$13,976	
Project 2	252	0	\$813,200	\$526,687	\$286,513	\$465,806	\$179,293	\$286,513	\$711	2.00	\$50,549	-\$50,549	
Project 3	140	19	\$509,842	\$357,668	\$152,175	\$672,058	\$519,883	\$152,175	\$3,713	2.00	\$34,328	-\$34,328	
Project 4	13	TBD	\$47,342	\$33,212	\$14,130	\$88,080	\$73,949	\$14,130	\$5,688	2.00	\$3,188	-\$3,188	
Project 5	95	TBD	\$345,964	\$242,703	\$103,261	\$393,466	\$290,205	\$103,261	\$3,055	2.00	\$23,294	-\$23,294	
Project 6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 7	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 8	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Project 10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Average	111	10	\$384,786	\$261,178	\$123,607	\$380,314	\$256,707	\$123,607	\$3,406	2.00	\$25,067	-\$25,067	
Total	557	29	\$1,923,928	\$1,305,892	\$618,036	\$1,901,569	\$1,283,533	\$618,036			\$125,335	-\$125,335	

RECOMMENDED ADJUSTED POLICY - 3 YEAR REVENUE CREDIT | Energy Cost \$0.0875/kWh

Project	# of Services	# of Street Lights	Three (3) Year Revenue	Three (3) Year Energy Cost	Revenue Credit	Total Construction Cost	Developer Contribution	Utility Contribution	Developer Cost per Service	Cost Recovery Period (yr)	Developer Cost Difference	Utility Cost Difference
Project 1	57	10	\$311,368	\$218,433	\$92,935	\$282,159	\$189,224	\$92,935	\$3,320	3.00	-\$17,002	\$17,002
Project 2	252	0	\$1,219,801	\$790,031	\$429,770	\$465,806	\$36,036	\$429,770	\$143	3.00	-\$92,707	\$92,707
Project 3	140	19	\$764,763	\$536,501	\$228,262	\$672,058	\$443,796	\$228,262	\$3,170	3.00	-\$41,760	\$41,760
Project 4	13	TBD	\$71,014	\$49,818	\$21,196	\$88,080	\$66,884	\$21,196	\$5,145	3.00	-\$3,877	\$3,877
Project 5	95	TBD	\$518,946	\$364,055	\$154,892	\$393,466	\$238,575	\$154,892	\$2,511	3.00	-\$28,337	\$28,337
Project 6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 7	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 8	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Average	111	10	\$577,178	\$391,768	\$185,411	\$380,314	\$194,903	\$185,411	\$2,858	3.00	-\$36,737	\$36,737
Total	557	29	\$2,885,892	\$1,958,838	\$927,054	\$1,901,569	\$974,515	\$927,054			-\$183,683	\$183,683

ADJUSTED POLICY - 5 YEAR REVENUE CREDIT | Energy Cost \$0.0875/kWh

Project	# of Services	# of Street Lights	Five (5) Year Revenue	Five (5) Year Energy Cost	Revenue Credit	Total Construction Cost	Developer Contribution	Utility Contribution	Developer Cost per Service	Cost Recovery Period (yr)	Developer Cost Difference	Utility Cost Difference
Project 1	57	10	\$518,946	\$364,055	\$154,892	\$282,159	\$127,267	\$154,892	\$2,233	5.00	-\$78,959	\$78,959
Project 2	252	0	\$2,033,001	\$1,316,718	\$716,283	\$465,806	-\$250,477	\$716,283	\$0	5.00	-\$379,220	\$379,220
Project 3	140	19	\$1,274,605	\$894,169	\$380,436	\$672,058	\$291,621	\$380,436	\$2,083	5.00	-\$193,934	\$193,934
Project 4	13	TBD	\$118,356	\$83,030	\$35,326	\$88,080	\$52,754	\$35,326	\$4,058	5.00	-\$18,008	\$18,008
Project 5	95	TBD	\$864,911	\$606,758	\$258,153	\$393,466	\$135,313	\$258,153	\$1,424	5.00	-\$131,598	\$131,598
Project 6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 7	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 8	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Average	111	10	\$961,964	\$652,946	\$309,018	\$380,314	\$71,296	\$309,018	\$1,960	5.00	-\$160,344	\$160,344
Total	557	29	\$4,809,820	\$3,264,729	\$1,545,091	\$1,901,569	\$356,479	\$1,545,091			-\$801,719	\$801,719

ADJUSTED POLICY - DUKE 3 YEAR | Energy Cost \$0.00/kWh

Project	# of Services	# of Street Lights	Three (3) Year Revenue	Three (3) Energy Cost	Revenue Credit	Total Construction Cost	Developer Contribution	Utility Contribution	Developer Cost per Service	Cost Recovery Period (yr)	Developer Cost Difference	Utility Cost Difference
Project 1	57	10	\$311,368	\$218,433	\$311,368	\$282,159	\$0	\$282,159	\$0	9.11	-\$206,226	\$206,226
Project 2	252	0	\$1,219,801	\$790,031	\$1,219,801	\$465,806	\$0	\$465,806	\$0	3.25	-\$128,743	\$128,743
Project 3	140	19	\$764,763	\$536,501	\$764,763	\$672,058	\$0	\$672,058	\$0	8.83	-\$485,556	\$485,556
Project 4	13	TBD	\$71,014	\$49,818	\$71,014	\$88,080	\$17,066	\$71,014	\$1,313	10.05	-\$53,695	\$53,695
Project 5	95	TBD	\$518,946	\$364,055	\$518,946	\$393,466	\$0	\$393,466	\$0	7.62	-\$266,911	\$266,911
Project 6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 7	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 8	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project 10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Average	111	10	\$577,178	\$391,768	\$577,178	\$380,314	\$3,413	\$376,901	\$263	7.77	-\$228,226	\$228,226
Total	557	29	\$2,885,892	\$1,958,838	\$2,885,892	\$1,901,569	\$17,066	\$1,884,503			-\$1,141,132	\$1,141,132

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance for the Demolition of 1607 High Street.

Date of Meeting: 9/27/2022	Ward # if applicable: Ward 1
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Staff is seeking approval of an Ordinance to demolish the structure located at 1607 High Street.
Actions Needed by Board:	Adopt Ordinance
Backup Attached:	Memo, Ordinance, Chronological Order of Events, Map

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

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

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: September 16, 2022

SUBJECT: Consider Adopting an Ordinance for the Demolition of 1607 High Street.

Staff is seeking approval of an ordinance to demolish the structure located at 1607 High Street.

Staff sent the owners of record an initial minimum housing letter on June 29, 2020, stating that the dwelling located at 1607 High Street had deficiencies violating the City's Minimum Housing Code. Staff filed a complaint and notice of hearing on June 28, 2021. On the date of the hearing July 12, 2021, staff received a ReBuild NC Award Notification letter, with notice to appeal.

On July 12, 2021, an Order of the Building Inspector was served to the owners of the dwelling to bring the dwelling back into compliance with the minimum standards established by Chapter 38 of the Code with an expiration date of January 22, 2022. To date there has been no contact from owner or ReBuild NC Representatives, no permits have been applied for and the structure remains non-compliant.

The Demolition estimate from Public Works is \$5,253.00, all utilities have been removed.

A complete list of chronological events related to the property as well as pictures are attached. Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

Prepared by and return to:

Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

AN ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNFIT FOR HUMAN HABITATION LOCATED AT 1607 HIGH STREET IN THE CITY OF NEW BERN, NORTH CAROLINA

THAT WHEREAS, the City of New Bern properly served William F. Winter and spouse, if any, and Kelliane Winter and spouse, if any, (collectively “Owners”), on June 28, 2021, pursuant to Section 38-30 of the Code of Ordinances for the City of New Bern, complaining and alleging that the dwelling owned by Owners located at 1607 High Street in the City of New Bern, North Carolina (Craven County parcel identification number 8-016-1000) is unfit for human habitation; and

WHEREAS, the Owners of the certain dwelling located at 1607 High Street in the City of New Bern, North Carolina (“Subject Property”) were ordered to remove or demolish the dwelling located on the Subject Property and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern by January 12, 2022; and

WHEREAS, the Owners have been given a reasonable opportunity to comply with the aforementioned Order of the Building Inspector; and

WHEREAS, the Owners have failed to remove or demolish the dwelling and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern, as directed in said Order.

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

Section 1. That the Building Inspector of the City of New Bern is ordered to remove or demolish the dwelling located on the Subject Property at 1607 High Street in the City of New Bern, North Carolina, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Section 2. That the Building Inspector of the City of New Bern is ordered to sell the materials of the dwelling that are salvageable and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited with the Clerk of Superior Court of Craven County, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Section 3. That this ordinance shall be in full force and effect from and after its adoption.

ADOPTED THIS 27th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

Being all of Lot No. Nineteen (19) of the "PLAN OF ROWLAND PARK, INC." as shown and delineated on that certain map or plat entitled "Plan of Rowland Park, Inc." as prepared by Albert R. Bell, C.E., dated May 12, 1952, and recorded in the Office of Register of Deeds of Craven County in Map Book 4 at Page 98, to which map or plat reference is hereby made for a more particular description.

SUBJECT TO those certain restrictive and protective covenants recorded in Book 471 at Page 22 in the Craven County Registry.

21 M 184

17 July 2021

Certificate of Service

I hereby certify that on the this 28th Day of June 2021, I served a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

William F. Winter *Reg*
1607 High St *cert - RTS*
New Bern, NC 28560
7020 0090 0002 2021 9011

Kellianne Winter *Reg*
1607 High St *cert - RTS*
New Bern, NC 28560
7020 0090 0002 2021 9035

Spouse of William F. Winter, if any
1607 High St *Reg*
New Bern, NC 28560 *cert - RTS*
7020 0090 0002 2021 9028

Spouse Kellianne Winter, if any
1607 High St *cert - RTS*
New Bern, NC 28560 *Reg - ~~RTS~~*
7020 0090 0002 2021 9042

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
(252) 639-2943

STATE OF NORTH CAROLINA

FILED

BEFORE THE BUILDING INSPECTOR
OF THE CITY OF NEW BERN

COUNTY OF CRAVEN

2021 JUN 28 P 12:01

File No. 21M184

CITY OF NEW BERN,

CRAVEN COUNTY, C.S.C.
Plaintiff)

BY: _____) D

v.)

WILLIAM F. WINTER AND SPOUSE, if)
any; & KELLIANNE WINTER AND)
SPOUSE, if any;)

Defendants- Owners)

Lienholders)

COMPLAINT
(Residential Building or Structure)
(Dwelling Unfit for Human Habitation)

AND
NOTICE OF HEARING/
NOTICE OF LIS PENDENS

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. In accordance with North Carolina General Statutes Section 160D-1203 and Chapter 38 of the Code of the City of New Bern ("Chapter 38"), the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified herein has been properly maintained so that the safety and health of its occupants are not jeopardized for failure of the property to meet the minimum standards established by Chapter 38 and to determine if the dwelling identified is unfit for human habitation.

2. The preliminary investigation has disclosed that there is a basis for believing that the residential building or structure located at 1607 High Street, New Bern, North Carolina, which bears Craven County parcel identification number 8-016-1000, is in violation of the minimum standards established by Chapter 38 and is unfit for human habitation as evidenced by the following:

a. The roof has not been properly maintained allowing the entrance of moisture.

b. The interior of the dwelling has not been properly maintained resulting in damage to sub-floor, floor joist, holes in the floor, damage to walls, damage to ceiling, and holes in the interior walls and floor.

- c. The dwelling does not have the required insulation within the floors, walls, and ceiling.
- d. The electrical system has not been properly maintained resulting in signs of damage to various electrical receptacles and or missing components of interior electrical system to include missing the required Ground Fault Circuit Interrupter (GFCI) outlets and or circuit breakers. The dwelling does not have electrical services.
- e. The dwelling does not have the ability to produce hot water for any sanitary reasons.
- f. The dwelling does not have a mechanical system capable of maintaining required internal temperature required of a dwelling unit.
- g. The dwelling does not have a bathroom or fixtures and or capabilities to properly remove sanitary and sewage waste from the dwelling unit.
- h. The dwelling does not have water and sewer services.
- i. The dwelling does not have smoke detectors.
- j. The dwelling has not had the yard maintained, allowing the grass, trash, and debris to grow higher than required and not picked up. This causing a nuisance and or hazard to the community.
- k. There are vehicles that have not been properly maintained or abandoned on the property.
- l. The posts for temporary meters have not been removed once the temporary meters and trailers were removed.

3. A hearing will be held on the **12th Day of July 2021, at 2:00 p.m.** in the office of the City Building Inspector located at 303 First Street, New Bern, North Carolina 28560.

4. You have the right to file an answer to this Complaint by writing to the Building Inspector of the City of New Bern, P.O. Box 1129, New Bern, NC 28563-1129.

5. You have the right to appear at the above-scheduled hearing, in person or otherwise, and give testimony.

6. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the City Building Inspector.

7. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter, improve, vacate and close, or remove or demolish the structures and clear the debris

therefrom, as appears appropriate. Failure to comply with an Order of the Building Inspector will result in the assessment of the following civil penalties as required by Code Section 38-5 of the Code of Ordinances of the City of New Bern:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration;
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional thirty (30) days, or fraction thereof, for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 28th Day of June 2021.

Patrick J Ezel
PSIG

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
(252) 639-2943







Nilp
90 day 12 Jan 2021

Certificate of Service

Re: 1607 High St, New Bern, NC

I hereby certify that on the 13th Day of July 2021, I served a copy of the foregoing **Order of the Building Inspector** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

William F. Winter Reg
1607 High St cert RTS
New Bern, NC 28560
7070 0090 0002 2021 9240

Spouse of William F. Winter, if any
1607 High St Reg
New Bern, NC 28560 cert RTS
7070 0090 0002 2021 9257

Kellianne Winter Reg
1607 High St cert RTS
New Bern, NC 28560
7070 0090 0002 2021 9264

Spouse Kellianne Winter, if any
1607 High St Reg
New Bern, NC 28560 cert RTS
7070 0090 0002 2021 9271

William F. Winter Reg
112 South Cherie Ct cert 7.17.2021
New Bern, NC 28562
7070 0090 0002 2021 9288

Spouse of William F. Winter, if any
112 South Cherie Ct Reg
New Bern, NC 28562 cert 7.17.2021
7070 0090 0002 2021 9295

Kellianne Winter Reg
112 South Cherie Ct cert 7.17.2021
New Bern, NC 28562
7070 0090 0002 2021 9301

Spouse Kellianne Winter, if any
112 South Cherie Ct Reg
New Bern, NC 28562 cert 7.17.2021
7070 0090 0002 2021 9318

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
252-639-2943

3. William F. Winter and spouse, if any and Kellianne Winter and spouse, if any are the real property owners located at 1607 High Street, New Bern, North Carolina, and further identified by Craven County Tax Identification number 8-016-1000.

4 The dwelling located at 1607 High Street, New Bern, North Carolina does not meet the Minimum housing standard set forth in Chapter 38 of the City of New Bern's Ordinance due to deterioration and defects, increasing the hazard of fire, accidents, or other calamities. The deficiencies are set forth in the Complaint (Residential Building or Structure) (Dwelling Unfit for Human Habitation) and Notice of Hearing/Notice of Lis Pendens.

5. The dwelling is presently vacant and is to remain vacant until this order is cancelled.

6. It is the opinion of the Inspections Department of the City of New Bern that the dwelling cannot be repaired, altered, or improved to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern at a cost less than seventy-five (75%) percent of the value, and, therefore, it is a **dilapidated** dwelling as defined by Chapter 38 of the Code of the City of New Bern. As a result, thereof, no one shall reside in or occupy said dwelling.

7. The aforesaid dwelling must remain vacated, closed, secured, and must be repaired, altered, improved **or** demolished/removed to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern.

8. The Subject dwelling shall require work to be performed by subcontractors to bring it into compliance with the minimum standards established by Chapter 38 of the Code of the City of New Bern. All work such as electrical, plumbing, gas, heating, and air conditioning shall be performed by persons licensed by the State of North Carolina to perform such work and shall be inspected as required by law. Electrical service will only be provided with a temporary service pole or a generator with city

noise restrictions applying.

9. After finding the aforementioned facts, the Building Inspector ordered that the Owner (s) shall:

a. Repair, alter, improve, or remove/demolish said dwelling to comply with the minimum standards, established by Chapter 38 of the Code of the City of New Bern no later than **12 January**

2022.

b. Ensure all permits are obtained prior to work beginning.

c. Ensure that all work for mechanical, plumbing, gas, and or electrical work shall be performed by persons licensed by the State of North Carolina to perform such work, and that all such work is inspected as required by law.

d. Ensure that lead paint, if any, on the exterior of said dwelling is abated in compliance with the regulations enforced by the Craven County Health Department.

e. Property and structure (s) to be brought into compliance with Article XVI of the Appendix A of the Land Use Ordinance of the City of New Bern, which is commonalty, called the Flood Plain Ordinance.

f. Shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration;
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with

said order within one hundred twenty-one (121) days of its expiration; and

- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 12th Day July 2021

Patrick J Ezel ^{PJE}

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
252-639-2943

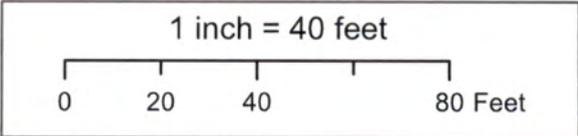


Proposed Demolition Context Map: 1607 High St.



Property Site

Current Owner(s): Winter, William & Kellianne
Address: 1607 High St.
Acres: 0.18 Ac.
Parcel ID: 8-016-1000



Imagery 2021

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the FY 2022-23 annual adopted budget.

Date of Meeting: 9/27/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Amend Grants Fund to recognize grant awards from Gov. Hwy Safety Program, Dept. of Homeland Security's Assistance to Firefighters, and Hazard Mitigation Grant Program
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo, Ordinance Amendment

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

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

Additional Notes:



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Johnnie Ray Kinsey
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Robert Brinson, Jr.

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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: September 16, 2022
RE: Amendments to the FY 2022-23 Operating Budget

General Fund

The General Fund is amended to appropriate \$27,677.37 from fund balance to the Grants Fund as a required match for the Department of Homeland Security's Assistance to Firefighters Grant (see below).

Grants Fund

The Grants Fund is amended to recognize the following grant awards:

- \$964,807.00 – NC Department of Public Safety – Division of Emergency Management's Hazard Mitigation Grant Program (HMGP). This grant was approved by the Board on August 9, 2022 and is for the purchase and demolish of eight (8) residential structures to return the land to green space. There is no match required.
- \$276,773.63 - Department of Homeland Security's Assistance to Firefighters Grant with a match requirement of \$27,677.37. The match will be appropriated from the General Fund's fund balance. This grant is for the purchase of self-contained breathing apparatus (SCBA) for the Fire Department.
- \$25,000.00 – Governor's Highway Safety Program Grant for a Regional Law Enforcement Liaison (LEL) to serve as coordinator and organizer for highway safety activities in our region. There is no match required.
- \$5,000.00 – Governor's Highway Safety Program Grant for a Regional BikeSafeNC Coordinator to serve as a liaison between the State Coordinator and agencies within our region. There is no match required.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on September 27, 2022.

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2022-2023

FROM: Kim Ostrom, Director of Finance

Meeting Date: September 27, 2022

EXPLANATION:

The General Fund is amended to appropriate \$27,677.37 to the Grants Fund for the Department of Homeland Security's Assistance to Firefighters Grant. The Grants Fund is amended to recognize the following grant awards: \$964,807 from the NC Department of Public Safety - Division of Emergency Management's Hazard Mitigation Program; \$276,773.63 from the Department of Homeland Security's Assistance to Firefighters Grant; and two grants from the Governor's Highway Safety Program in the amounts of \$25,000 and \$5,000.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2022-2023 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule A - GENERAL FUND

Increase: Transfer to Grants Fund \$ 27,678

Schedule K - GRANTS FUND

Increase: Grants - Police \$ 30,000
Grants - Fire \$ 276,774
Grants - Development Services 964,807
\$ 1,271,581

Section 2 - Estimated Revenues

Schedule A - GENERAL FUND

Increase: Fund Balance Appropriated \$ 27,678

Schedule K - GRANTS FUND

Increase: Grants - Police \$ 30,000
Grants - Fire \$ 276,774
Grants - Development Services 964,807
\$ 1,271,581

NATURE OF TRANSACTION:

ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
 TRANSFER WITHIN ACCOUNTS OF SAME FUND
 OTHER: FUND BALANCE APPROPRIATED

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED 09/27/2022
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund

Date of Meeting: 9/27/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Finance Director
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends Drainage Improvements Project Fund to acknowledge the EEG grant fund in the amount of \$134,000
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Budget Ordinance Amendment

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

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

Additional Notes:



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City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom – Finance Director
DATE: September 16, 2022
RE: Amendment to Drainage Improvements Project Fund

Drainage Improvements Project Fund

The Drainage Improvements Project Fund will be amended to recognize an Environmental Enhancement Fund Grant received by the City in the amount of \$134,000. The funds will be utilized for Phase 2 of the Duffyfield Community Stormwater Enhancement Project.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on September 27, 2022.

**AN ORDINANCE TO AMEND THE CAPTIAL PROJECT ORDINANCE
Drainage Improvements Project Fund**

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

Section 1. That Section 3 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional appropriations.

Increase: Drainage Improvements \$134,000

Section 2. That Section 4 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize grant revenue from the Environmental Enhancement Fund Grant Program.

Increase: Grant Revenues \$134,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 27TH DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



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Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to Highway 17 Association

On February 27, 2018, Sabrina Bengel, in her capacity as Ward 1 Alderman, was appointed to represent the City on the Highway 17 Association Board of Directors. Now that her term has come to an end, a new appointment is needed. The association meets quarterly at 10 a.m. on the fourth Wednesday, and meetings usually conclude by noon. Meeting locations are rotated throughout the Highway 17 corridor. The next scheduled meeting is September 28th in Washington, North Carolina.

Historically, the City's appointment has been an elected official. However, the City does have the option to appoint a staff member or community leader who would be available to regularly attend the meetings and report activity to the Governing Board.

/beb



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Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: September 1, 2022
SUBJECT: Appointment to New Bern-Craven County Public Library Board of Trustees

On February 13, 2018, Sabrina Bengel, in her capacity as Ward 1 Alderman, was appointed to represent the City on the New Bern-Craven County Public Library Board of Trustees. Now that her term has expired, a new appointment is needed.

The Board of Trustees consists of 10 trustees, 5 of which are appointed by the City of New Bern's Governing Board and 5 of which are appointed by the Craven County Board of Commissioners. The City and County each appoint one of its own governing board members to serve as trustee for the duration of their term of office. Other trustees serve a 6-year term.

Regular meetings are held on the first Tuesday of alternate months (February, April, June, August, October, and December) at 5:30 p.m. at the library. Any member of the Board who is absent from more than three consecutive meetings during the year shall be removed from the Board of Trustees.

The duties of the trustees consist of the following: (1) determine the policy of the library; (2) advise in the preparation of the budget, approve the budget and work to obtain the necessary funds; (3) provide and maintain adequate buildings and grounds; (4) study and support legislation which will bring about the greatest good to the greatest number of libraries; (5) cooperate with other public officials and boards; and (6) maintain vital public relations.

/beb



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Director of Finance

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to New Bern Area Metropolitan Planning Organization –
Transportation Advisory Committee

The New Bern Area Metropolitan Planning Organization (“MPO”) is the region’s transportation planning organization. The Transportation Advisory Committee (“TAC”) is the decision-making board, comprised of representatives from each member agency and a member of the North Carolina Board of Transportation. The TAC receives guidance and recommendations from the Technical Coordinating Committee (“TCC”).

Alderman Odham was appointed in 2018 to serve on the TAC. Following his election as Mayor, he resigned from this appointment effective August 4, 2022. A replacement is needed to serve in this capacity. This committee meets every other month at 11 a.m. on the fourth Thursday. Meetings are held at 303 First Street in Development Services’ conference room.

/beb



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Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: September 1, 2022
SUBJECT: Appointment to NC Eastern Municipal Power Agency

The NC Eastern Municipal Power Agency ("NCEMPA") consists of 32 municipalities in Eastern North Carolina that own and operate their own electric systems. NCEMPA was formed in 1982 to provide wholesale power to its 32 participants. While oversight of NCEMPA's operations is provided by Electricities, the agency is governed by a Board of Commissioners consisting of 14 members elected throughout North Carolina. Each participant appoints a commissioner and two alternate commissioners. Traditionally, New Bern's commissioner has been the Director of Public Utilities. Charlie Bauschard currently serves in this capacity and Foster Hughes serves as the second alternate. Former Alderwoman Jameesha Harris was appointed on June 12, 2018 to serve as the first alternate, and a new appointment is needed to replace her.

NCEMPA's Board of Commissioners meets at least three times a year. Meetings are typically held in Wilson.

/beb



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Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: September 16, 2022
SUBJECT: Appointments to Board of Adjustment

The two alternate seats on the Board of Adjustment are vacant. You are asked to make appointments to fill these two unexpired terms. Appointees must reside within the city limits of New Bern and should have a background related to land ownership and development issues (i.e. law, real estate, banking, building, environmental groups, governmental agencies, community organizations, etc.). The appointees will serve until June 30, 2023.

/beb



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Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Alderman Rick Prill

FROM: Brenda Blanco, City Clerk

DATE: September 16, 2022

SUBJECT: Appointment to Board of Adjustment

Richard Parson's term on the Board of Adjustment has expired. He is ineligible for reappointment as he has served two consecutive terms. A new appointment is needed to fill this seat. The new appointee will serve until June 30, 2024.

/beb



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Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Alderman Hazel Royal
FROM: Brenda Blanco, City Clerk
DATE: September 16, 2022
SUBJECT: Appointment to Board of Adjustment

Peter Dillon's term on the Board of Adjustment has expired. He is eligible for reappointment. You are asked to consider reappointing him or to make a new appointment to fill the seat. The new appointee will serve until June 30, 2025.

beb



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Director of Finance

Memorandum

TO: Alderman Bobby Aster
FROM: Brenda Blanco, City Clerk
DATE: September 16, 2022
SUBJECT: Appointment to Board of Adjustment

Jim Morrison resigned from the Board of Adjustment on August 29, 2022. You are asked to make a new appointment to fill the remainder of his term. The new appointee will serve until June 30, 2024.

beb



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City Clerk

Kimberly A. Ostrom

Director of Finance

Memorandum

TO: Alderman Johnnie Kinsey

FROM: Brenda Blanco, City Clerk

DATE: September 16, 2022

SUBJECT: Appointment to Board of Adjustment

John Riggs' term on the Board of Adjustment has expired. He is ineligible for reappointment as he has served two consecutive terms. A new appointment is needed to fill seat 4. The new appointee will serve until June 30, 2025.

/beb



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Director of Finance

Memorandum

TO: Alderman Barbara Best
FROM: Brenda Blanco, City Clerk
DATE: September 16, 2022
SUBJECT: Appointment to Board of Adjustment

Kip Peregoy's term on the Board of Adjustment has expired. He is ineligible for reappointment as he has served two consecutive terms. A new appointment is needed to fill seat 6. The new appointee will serve until June 30, 2025.

/beb



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Director of Finance

Memorandum

TO: Alderman Bob Brinson
FROM: Brenda Blanco, City Clerk
DATE: September 16, 2022
SUBJECT: Appointment to Board of Adjustment

Barbara Sampson's term on the Board of Adjustment has expired. She is eligible for reappointment. You are asked to consider reappointing her or to make a new appointment to fill the seat. The new appointee will serve until June 30, 2025.

/beb