

**AMENDED AGENDA
CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
MARCH 24, 2020 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Odham. Pledge of Allegiance.
2. Roll Call.

Consent Agenda

3. Consider Approving a Proclamation for Empathy Day.
4. Consider Approving a Proclamation for Month of the Military Child.
5. Consider Approving a Proclamation for New Bern Resolves – 1st NC Provincial Congress Month.
6. Consider Approving a Proclamation for National Boys & Girls Club Week.
7. Consider Accepting a Petition to Annex Property at 203 Riverside Drive and Adopt a Resolution to Call for a Public Hearing on the Annexation.
8. Consider Adopting a Resolution to Call for a Public Hearing to Rezone 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District.
9. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Y'Phu R'mah and wife H'Nhian Siu, and the City of New Bern for 1205 Church Street.
10. Consider Adopting a Resolution Approving the Sale of 318 Crescent Street.
11. Consider Adopting a Resolution Suspending Utility Disconnection Policy and Waiving Specific Fees and Charges.
12. Approve Minutes.

13. Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement Environmental Enhancement Grant Program.
14. Consider Adopting an Ordinance to Amend Article III, City Water and Sewerage Systems of Chapter 74 "Utilities".
15. Appointment(s).

16. Attorney's Report.
17. City Manager's Report.
18. New Business.
19. Closed Session.
20. Adjourn.

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

Aldermen

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



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

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

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager



3/18/20

Date: March 18, 2020

Re: March 24, 2020 Agenda Explanations

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

CONSENT AGENDA

3. **Consider Approving a Proclamation for Empathy Day.**

Braedon Oliver Welsh has requested a proclamation for Empathy 4 NC.

4. **Consider Approving a Proclamation for Month of the Military Child.**

Valerie Nasser, Military Liaison Counselor with Craven County Schools, has requested a proclamation for Month of the Military Child.

5. **Consider Approving a Proclamation for New Bern Resolves – 1st NC Provincial Congress Month.**

Bob Ainsley, Vice President of the New Bern Chapter of Sons of the American Revolution, has requested a proclamation for New Bern Resolves – 1st NC Provincial Congress, which is observed annually from August 25-27th.

6. **Consider Approving a Proclamation for National Boys & Girls Club Week.**

Katrina Peri with the Boys & Girls Club has requested a proclamation for Boys & Girls Club Week.

7. Consider Accepting a Petition to Annex Property at 203 Riverside Drive and Adopt a Resolution to Call for a Public Hearing on the Annexation.

(Ward 1) Robert A. Yulick has petitioned the City to annex his property located at 203 Riverside Drive, which is a 0.4-acre vacant lot located in Number 2 Township. It is requested a public hearing be conducted on April 14, 2020 to consider this request. Enclosed is a memo from Jeff Ruggieri, Director of Development Services.

8. Consider Adopting a Resolution to Call for a Public Hearing to Rezone 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District.

(Ward 5) Nasr Algaradi has requested to rezone a 0.25-acre parcel located at 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District. A previous request to rezone this property to C-3 Commercial District was denied by the Board of Alderman due to the perceived impacts a vape/tobacco shop would have on the surrounding neighborhood. Mr. Algaradi has since amended his plans to utilize the property as a convenience store. He is, therefore, seeking to have the property rezoned as C-4 Neighborhood Business District. The Planning and Zoning Board unanimously approved this request at its March 3, 2020 meeting. The Board is asked to call for a public hearing on April 14, 2020 to consider this request. A memo from Mr. Ruggieri is attached.

9. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Y'Phu R'mah and wife H'Nhian Siu, and the City of New Bern for 1205 Church Street.

(Ward 1) At its March 8, 2016 meeting, the Board of Aldermen approved a Deed and a Transfer and Reversion Agreement with Habitat for Humanity for the property located at 1205 Church Street. A home has since been constructed on the property, and Habitat is now ready to convey the property to Y'Phu R'mah and wife, H'Nhian Siu. To facilitate this conveyance, the City's signature is needed on a general warranty deed to evidence that Habitat has complied with the terms and conditions of the Transfer and Reversion Agreement and that the reversion provisions of the Agreement are no longer applicable. A memo from Scott Davis, City Attorney, is attached.

10. Consider Adopting a Resolution Approving the Sale of 318 Crescent Street.

(Ward 1) On January 28, 2020, the Board voted to initiate the upset bid process after receiving an initial offer of \$3,800 for the purchase of 318 Crescent Street. The offer was submitted by the adjacent property owner. The parcel is a vacant 0.08-acre lot with a tax value of \$7,600. The property was acquired jointly by the City and County through tax foreclosure in March 2013. The bid was advertised, but no upset bids were received. If the property is sold for the initial offer, the County will receive approximately \$1,698.78 of the proceeds, and the City will receive approximately \$2,101.22. These estimates take into account the cost of publishing the legal notice. A memo from Brenda Blanco, City Clerk, is enclosed.

11. Consider Adopting a Resolution Temporarily Suspending Utility Disconnection Policy and Specific Fees.

The federal, state and local governments have taken certain measures in an attempt to prevent the spread of the COVID-19 viral infection. In response to these efforts, it is proposed that the City discontinue utility disconnects for nonpayment from March 16, 2020 until April 16, 2020. Additionally, late fees and delinquent fees will also be suspended effective March 16, 2020 until April 16, 2020. A memo from Mary Hogan, Director of Finance, is enclosed.

12. Approve Minutes.

Minutes from the March 10, 2020 regular meeting are provided for review and approval.

13. Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement Environmental Enhancement Grant Program.

The City applied for an Environmental Enhancement Grant through the NC Attorney General's office and has been awarded funding in the amount of \$70,000. The funds will be utilized to support the remaining balance needed to develop a Resiliency & Hazard Mitigation Plan. A Memorandum of Understanding must be executed with respect to the administration and procedures of the Smithfield Agreement Environmental Enhancement Fund Grant Program. A memo from Amanda Ohlensehlen, Community & Economic Development Manager, is enclosed.

14. Consider Adopting an Ordinance to Amend Article III, City Water and Sewerage Systems of Chapter 74 "Utilities".

The City amended its ordinances in 1999 to prohibit the use of master water meters for multi-tenant residential and commercial establishments. Recent trends indicate there is a strong desire to have the ability to master meter the water services for these facilities. New Bern is one of the very few water systems that does not allow master metering and this has created hardships for some new developments. In order to better align our ordinance with the needs of the development community, it is recommended the ordinance be amended to allow master water meters. Enclosed is a memo from Jordan Hughes, City Engineer, a copy of the proposed ordinance and a redlined version of the current ordinance.

15. Appointment(s).

Joseph Cannon's term on the Appearance Commission has expired, and he is not interested in reappointment. Foster Hughes, Director of Parks and Recreation, has the name of someone who has expressed interest in serving on this commission. Please reach out to Mr. Hughes for additional information, if desired. Terms on the

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

- 16. Attorney's Report.**
- 17. City Manager's Report.**
- 18. New Business.**
- 19. Closed Session.**
- 20. Adjourn.**

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving a Proclamation for Empathy 4 NC

Date of Meeting: 03/24/2020	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:	Braedon Oliver Welsh has requested a proclamation for Empathy 4 NC.
Actions Needed by Board:	Consider approving proclamation
Backup Attached:	Proclamation

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 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:



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

- WHEREAS,** the vast majority of the more than 34,919 people currently serving sentences in North Carolina prisons and jails will transition into communities throughout the state; and
- WHEREAS,** in these formerly incarcerated individuals will become part of a population of more than 126,292 North Carolinians with criminal records; and
- WHEREAS,** helping people with criminal records become productive members of society benefits their families and communities in many ways, including improving safety and preventing and reducing crime; and
- WHEREAS,** formerly incarcerated individuals face numerous challenges that include finding work, housing, health care, and transportation, and these challenges may lead to recidivism, health, social, and security concerns; and
- WHEREAS,** federal, state, and local leaders have worked to establish a policy that supports individuals who return to their communities after serving time in prison, jail, or under custodial supervision; and
- WHEREAS,** the Empathy 4 NC and #cut50 developed plans and policies to facilitate a better transition for people from incarceration or community supervision back into society by coordinating existing resources, identifying resource gaps, and advocating on behalf of individuals with criminal records; and
- WHEREAS,** the NATIONAL DAY OF EMPATHY includes representation from government, education, faith- and community-based organizations, and those formerly incarcerated, and is studying the needs of individuals who have been released from correctional institutions and working increase the effectiveness of local reentry councils and smart criminal justice policies and/or practices; and
- WHEREAS,** the NATIONAL DAY OF EMPATHY serves to connect justice-involved individuals with resources and services important to successful reentry, and decrease stigma by raising public awareness of the issues and challenges faced by formerly incarcerated individuals as they reenter the community;

NOW THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim one day each year, as determined by Dream Corps #cut50, to be observed as a

DAY OF EMPATHY

and recommend its observance to all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this 24th day of March in the Year of Our Lord Two Thousand and Twenty.

Dana E. Outlaw, Mayor

From: Oliver Welsh <bwelsh6@uncc.edu>

Sent: Thursday, March 5, 2020 10:45:23 PM

To: Dana E. Outlaw <OutlawD@newbernnc.gov>; Sabrina Bengel <bengels@newbernnc.gov>; Jameesha Harris <harrisj@newbernnc.gov>; Bobby Aster <asterb@newbernnc.gov>; Barbara Best <bestb@newbernnc.gov>; Johnnie R. Kinsey <KinseyJ2@newbernnc.gov>; Jeffrey Odham <odhamj@newbernnc.gov>

Subject: Day of Empathy 2020

Dear Members of The New Bern Board of Alderman,

On behalf of Empathy 4 NC and #cut50, a national bipartisan criminal justice effort of Dream Corps, co-founded by CNN political commentator Van Jones. I am writing to request that Wednesday, March 25, 2020, be proclaimed as Empathy 4 NC Day of Empathy: People+Power+Policy in New Bern NC.

Led by the #cut50's national Day of Empathy campaign, people impacted by the criminal justice system The national **Day of Empathy** brings people together from all walks of life who have been negatively impacted by America's criminal justice system – from survivors of violent crime to those who have overcome substance abuse disorder and mental illness, from currently incarcerated individuals to the loved ones on the outside who advocate for their freedom and systemic reforms, from children of incarcerated parents to people on mass supervision to all community members impacted by crime, public safety issues, and violence. Empathy 4 NC is participating in this year's National Day of Empathy locally in New Bern NC by Advocating for Criminal Justice Reform. Thank you for your consideration of proclaiming Wednesday, March 25, 2020, be proclaimed as Empathy 4 NC Day of Empathy: People+Power+Policy in New Bern NC.

Best Regards,

Braedon Oliver Welsh

Empathy 4 NC

bwelsh6@uncc.edu

attached below you will find a proclamation drawn up for your convenience

NOTE: Please be advised, City of New Bern email addresses changed to user@newbernnc.gov as of October 23rd 2018. Please update your address book accordingly. Thank you for your assistance with this change. -----

----- If you are not the intended recipient, you must destroy this message and inform the sender immediately. This electronic mail message and any attachments, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time. It also may contain information which is confidential within the meaning of applicable federal and state laws.

NOTE: Please be advised, City of New Bern email addresses changed to user@newbernnc.gov as of October 23rd 2018. Please update your address book accordingly. Thank you for your assistance with this change. -----

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AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving a Proclamation for Month of the Military Child

Date of Meeting: 03/24/2020	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:	Valerie Nasser, Military Liaison Counselor with Craven County Schools, has requested a proclamation for Month of the Military Child
Actions Needed by Board:	Consider approving proclamation
Backup Attached:	Proclamation

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 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:



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

WHEREAS, during the month of April, the City of New Bern is proud to recognize the children of the brave men and women of the United States Armed Forces for their support of their parents and caregivers, and for their sacrifice as members of military families; and

WHEREAS, more than 65,000 children of military families attend school in North Carolina, along with over 250,000 children of veterans; and

WHEREAS, these children learn early on the sacrifice, commitment and honor that it takes to protect our nation's freedoms, and they are witnesses to their parent's integrity and dedication as they answer the call of duty; and; and

WHEREAS, these children are a source of pride and honor to us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children; and

WHEREAS, the observance of Month of the Military Child allows us to pay tribute to all military children for their commitment, struggles and unconditional support of our troops because when parents serve in the military, their kids are heroes too; and.

WHEREAS, this month-long salute to military children encourages local community support of our military children and families.

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

MONTH OF THE MILITARY CHILD

in the City of New Bern, and I encourage all citizens, businesses, and government leaders to honor, support, and thank our military children.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this 24th day of March in the Year of Our Lord Two Thousand and Twenty.

Dana E. Outlaw, Mayor



Brenda Blanco

From: VALERIE NASSER <Valerie.Nasser@cravenk12.org>
Sent: Thursday, March 5, 2020 1:13 PM
To: Brenda Blanco
Cc: Palmer CIV Leafa A
Subject: Re: FW: April: Month of the Military Child
Attachments: 2020 Month of the Military Child New Bern (1).docx

Hi Brenda:

Thank you for your quick response. I have attached a copy of a proclamation that has been used previously in Craven County. The event at the Bank of the Arts is from 3-5 pm. He would only need to stay for the reading of the proclamation -- maybe at 3:30 pm. I believe the base commander, Col. Huber is planning on attending, so if possible, I would like their schedules to coordinate. I have copied the MCAS Cherry Point School Liaison Officer, Leafa Palmer and she can communicate with you on Col. Huber's involvement.

Let me know if you have any questions, or anything else I need to do.

Respectfully,
Valerie Nasser

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving a Proclamation for New Bern Resolves – 1st NC Provincial Congress

Date of Meeting: 03/24/2020	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:	Bob Ainsley has requested a proclamation for New Bern Resolves – 1st NC Provincial Congress.
Actions Needed by Board:	Consider approving proclamation
Backup Attached:	Proclamation

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 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:



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

WHEREAS, the first Provincial Congress to be held in America was conducted in the Craven County Courthouse in New Bern during August 25-27, 1774, and it is one of the most important contributions to the American Revolutionary movement; and

WHEREAS, seventy-one delegates representing 30 of 36 counties and 6 of 9 boroughs met in defiance of the British Royal Crown at the 1st North Carolina Provincial Congress to discuss the grievances against numerous taxes and laws imposed on the Colonists by the Royal Crown and the British Parliament; and

WHEREAS, twenty-eight resolutions or resolves were issued in response to the unjust taxes and laws; and

WHEREAS, Richard Caswell, William Hooper and Joseph Hewes were elected as delegates to the 1st Continental Congress and were instructed to present the resolves to the 1st Continental Congress as actionable redress of grievances against the Royal Crown; and

WHEREAS, local chapters of the Sons of the American Revolution and Daughters of the American Revolution recognize the importance of this historical moment and the significance it played in the outcome of the American Revolution.

NOW THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim August 25-27 as a time to observe

NEW BERN RESOLVES – 1st NC PROVINCIAL CONGRESS

in New Bern, and I encourage all citizens to join me in recognizing this historical event.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this 24th day of March in the Year of Our Lord Two Thousand and Twenty.

Dana E. Outlaw, Mayor



Brenda Blanco

From: Bob Ainsley <peterwynne.nc@icloud.com>
Sent: Wednesday, March 11, 2020 2:27 PM
To: Brenda Blanco
Cc: newbernresolves@gmail.com; Jay DeLoach, NB SAR
Subject: Fwd: 246th Anniversary Observance of the New Bern Resolves
Attachments: Working Draft 246th NB Resolves Observance Agenda 11 Mar 20.docx; Working Draft 246th NB Resolves Info Paper 11 Mar 20.docx

Hi Brenda!

See below for what I sent Mayor Outlaw yesterday after our meeting. He suggested the "annual proclamation" since we were looking to do this each year.

I have attached the current Information Paper & Agenda that may be of some assistance, also. I can provide more historical and event administrative details as your feel is needed. Just let me know. As we discussed on the phone today, the Info Paper & Agenda are Working Drafts, but are about 90% final (waiting on a few folks to OK their participation).

Also, Alderman Odham mentioned a periodic sit-down activity/discussion session with the Alderman (i.e., Ask An Alderman....my phrase...something along those lines) that he thought might be a good way to publicize the event. I believed he mentioned that it was conducted via the city's Public Information Office (and I did not write down the name). Appreciate your help on this one.

Looking forward to working with you to make this event a success for New Bern.

If you do not mind, let's correspond via email to the peterwynne.nc@icloud.com and newbernresolves@gmail.com addresses.

TX!

Bob Ainsley
Vice-President
New Bern Chapter, SAR
252-638-6775

Begin forwarded message:

From: Bob Ainsley <peterwynne.nc@icloud.com>
Date: 3/10/2020
To: outlawd@newbernnc.gov
Cc: odhamj@newbernnc.gov, "Jay DeLoach, NB SAR" <jaydeloach@aol.com>, "Ken McCotter, NB SAR" <ckm@justice.com>, "Bill Dorn, NB SAR" <wrdorn@suddenlink.net>, doubled604@yahoo.com
Subject: 246th Anniversary Observance of the New Bern Resolves

Mayor Outlaw:

We appreciated the time spent today with you and Alderman Jeff Odham discussing our upcoming plans for the 246th Anniversary Observance of the New Bern Resolves - 1st NC Provincial Congress.

Furthermore, we are pleased you have agreed to participate in the event by reading a City of New Bern Proclamation recognizing the event. We would like to request an "annual proclamation" since our plans include succeeding annual observances and would want to include the Mayor of New Bern in those observances.

As a matter of background:

The first Provincial Congress to be held in America was conducted in the Craven County Court House, New Bern, NC during 25-27 August 1774 and is one of the most important contributions to the American Revolutionary movement. The court house was located at the current intersection of Middle & Broad Streets until destroyed by fire in 1865. Seventy-one (71) delegates representing 30 of 36 counties and 6 of 9 boroughs met in defiance of the British Royal Crown at the 1st North Carolina Provincial Congress to discuss the grievances against numerous taxes and laws imposed on the Colonists by the Royal Crown and the British Parliament. Twenty-eight (28) resolutions or "resolves" were issued in response to the unjust taxes and laws. Richard Caswell, William Hooper and Joseph Hewes were elected as delegates to the 1st Continental Congress and were instructed to present the resolves to the 1st Continental Congress as actionable redress of grievances against the Royal Crown.

An observance of the 1st North Carolina Provincial Congress is planned to be held on Saturday, 29 August 2020 in New Bern, NC in order to recognize and honor the bravery of the 71 delegates and mark the importance of the 1st NC Provincial Congress in North Carolina and American history, especially for its significance toward the outcome of the American Revolution.

Let me know if you or any member of the city staff would require additional information in fulfilling this request.

Per our discussion we will satisfy the city requirements in obtaining approval permit(s) for the event by working with the City of New Bern Parks and Recreation Department, the Police Department and other departments as necessary.

V/r,

Bob Ainsley
Vice-President
New Bern Chapter, SAR

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving a Proclamation for Boys & Girls Club Week

Date of Meeting: 03/24/2020	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:	Katrina Peri with the Boys & Girls Club has requested a proclamation for Boys & Girls Club Week.
Actions Needed by Board:	Consider approving proclamation
Backup Attached:	Proclamation

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:



Proclamation

WHEREAS, the young people of the City of New Bern are tomorrow's leaders; and

WHEREAS, many young people need professional youth services to help them achieve their full potential; and

WHEREAS, there are 122 Boys & Girls Club organizations in North Carolina, including New Bern, that serve more than 62,000 young people annually; and

WHEREAS, Boys & Girls Clubs do whatever it takes to ensure every young person in America has the skills needed to graduate high school and be well prepared for life and work. Through key workforce readiness programs such as Career Launch, Money Matters, DIY STEM, and the Governor's Page Program, clubs help youth develop the soft and hard skills needed to close the jobs skill gap; and

WHEREAS, Boys & Girls Clubs of the Coastal Plain will celebrate National Boys & Girls Club Week with some 4,000 clubs and over 2 million more children and teens nationwide.

NOW THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim one week each year, as determined by Boys & Girls Club of America, to be observed as a

BOYS & GIRLS CLUB WEEK

in New Bern, and I encourage all citizens to join me in recognizing and commending Boys & Girls Clubs in North Carolina for doing whatever it takes to build great futures for youth in our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this 24th day of March in the Year of Our Lord Two Thousand and Twenty.

Dana E. Outlaw, Mayor



AGENDA ITEM COVER SHEET

Agenda Item Title:

To consider adopting a resolution calling for a Public Hearing to annex the property located at 203 Riverside Drive.

Date of Meeting: 03/24/2020	Ward # if applicable: Ward 1
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Dir. of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 4/14/2020

Explanation of Item:	Robert A. Yulick is seeking annexation of a parcel of land consisting of 0.40 acres located at 203 Riverside Drive in Number Two (2) Township.
Actions Needed by Board:	Consider adopting a resolution calling for a Public Hearing to be held on April 14, 2020
Backup Attached:	Memo, Resolution, Certificate of Sufficiency, Signed Petition from property owners, Annexation 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 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:



MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: March 12, 2020

SUBJECT: Call for a Public Hearing on April 14, 2020 to consider the annexation request for 203 Riverside Drive.

Background

The Board of Alderman is requested to call for a public hearing to be held on April 14, 2020 at 6:00 p.m., or as soon thereafter as possible, to consider a request by property owner; Robert A. Yulick, seeking annexation to the City of New Bern of a parcel of land consisting of 0.40 acres, more or less, which said parcel is located at 203 Riverside Drive in Number Two (2) Township, Craven County.

Recommendation

Call for a public hearing to consider the annexation request by property owner; Robert A. Yulick for property located at 203 Riverside Drive in Number Two (2) Township, Craven County Tax Parcel ID 2-036-081.

Please contact Jeff Ruggieri at 639-7587 should you have any questions or need additional information.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern has received a petition from Robert A. Yulick, bearing date March 6, 2020, seeking annexation to the City of New Bern of a parcel of land consisting of 0.40 acres, more or less, which said parcel is located at 203 Riverside Drive in Number Two (2) Township, Craven County, more particularly identified on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Aldermen has caused the City Clerk to investigate the sufficiency of said petition and to certify the results of her investigation; and

WHEREAS, the Board of Aldermen has received the certification of the City Clerk attesting to the sufficiency of the petition; and

WHEREAS, the Board of Aldermen desires to conduct a public hearing on April 14, 2020, in the City Hall Courtroom at 6:00 p.m. on the question of annexing to the City of New Bern the above-described parcel of land owned by Robert A. Yulick.

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

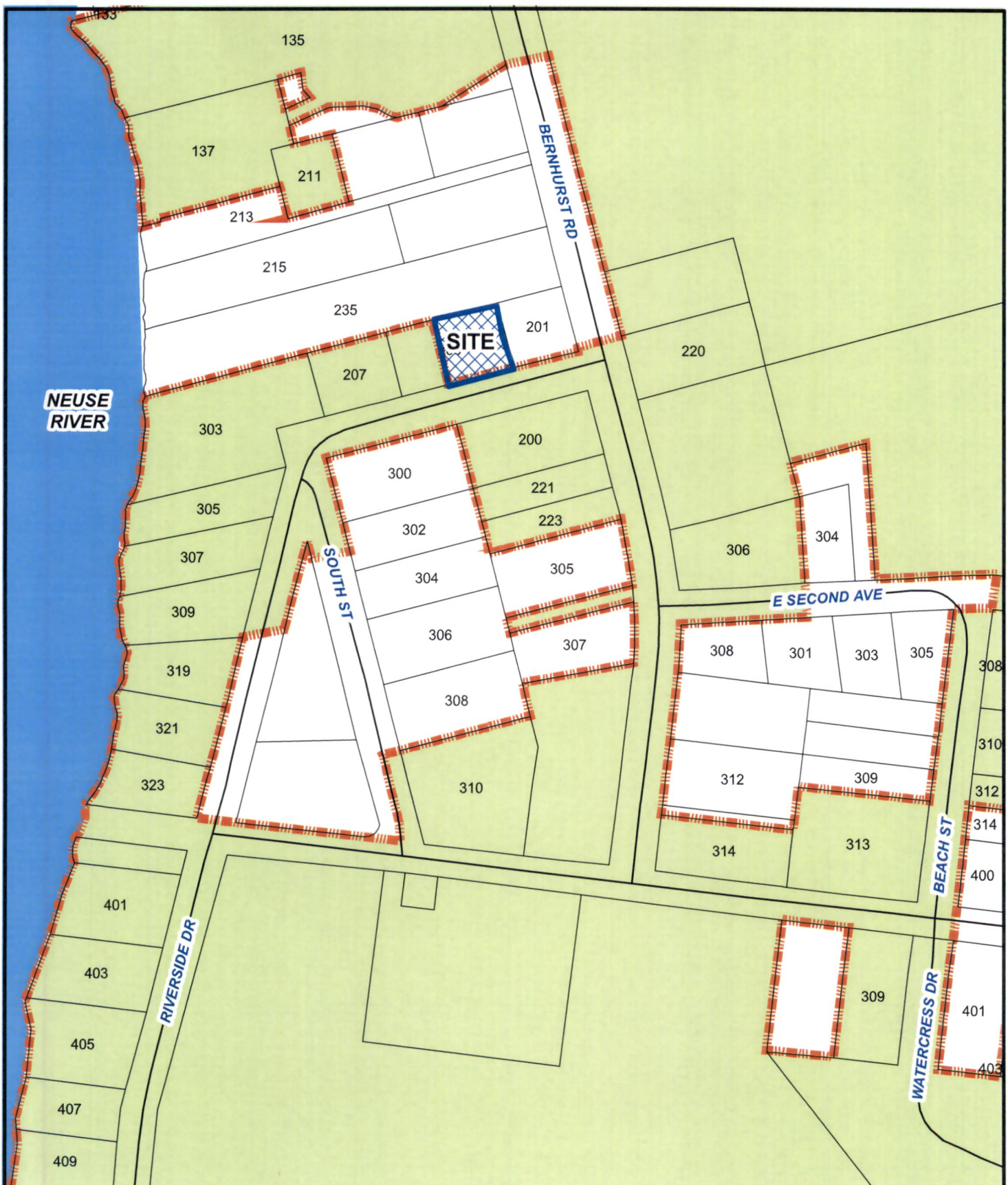
Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on April 14, 2020, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of annexing to the City of New Bern the parcel of land owned by Robert A. Yulick, which said parcel is located at 203 Riverside Drive in Number Two (2) Township, Craven County, North Carolina, the boundaries of which are shown on Exhibit A attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to April 14, 2020.

ADOPTED THIS 24th DAY OF MARCH, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



Proposed Annexation: 203 Riverside Drive - 0.24 Acres. Tax ID: 2- 036-081



Existing New Bern Limits
Proposed Annexation Area



Scale: 1 = 200 ft



CERTIFICATE OF SUFFICIENCY

I, BRENDA E. BLANCO, City Clerk of the City of New Bern, North Carolina, do hereby certify that I have investigated the sufficiency of the Petition of Robert A. Yulick, requesting annexation by the City of New Bern of a parcel of land located at 203 Riverside Drive in Number Two (2) Township, Craven County, which said Petition is dated March 6, 2020, and I do hereby certify that said Petition is in order in all respects.

THIS 24th DAY OF MARCH, 2020.

BRENDA E. BLANCO, CITY CLERK

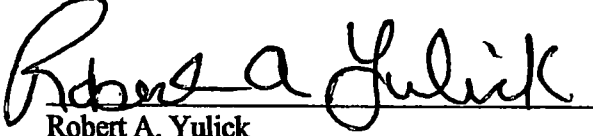
PETITION TO ANNEX

TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. Robert A. Yulick, the undersigned owner of real property, respectfully requests that the area described in Paragraph 2 below be annexed to the City of New Bern.

2. The area to be annexed is contiguous to the City of New Bern, and the boundaries of such territory are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

OWNERS:


Robert A. Yulick

Date: 3-6-20

Mailing Address: 207 Riverside Drive
New Bern, NC 28560

EXHIBIT A

All that certain tract or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

Being that certain lot or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, designated as Lot Number Two (2) in Block A, in that certain subdivision known as Riverview Park, a map or plat of which said subdivision appears of record in the Office of the Register of Deeds of Craven County in Map Book 2 at Page 69 to which said map reference is hereby made for a more particular description of the aforesaid Lot Number Two (2) in Block A hereby conveyed.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 2409 Oaks Road from R-6S to C-4.

Date of Meeting: 03/24/2020	Ward # if applicable: Ward 5
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Dir. of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 4/14/2020

Explanation of Item:	Nasr Algaradi requested to rezone a 0.25+/- acre tract located at 2409 Oaks Rd. from R-6S Residential District to C-4 Neighborhood Business District.
Actions Needed by Board:	Consider Adopting a Resolution Calling for a Public Hearing on April 14, 2020
Backup Attached:	Memo, Resolution, Map

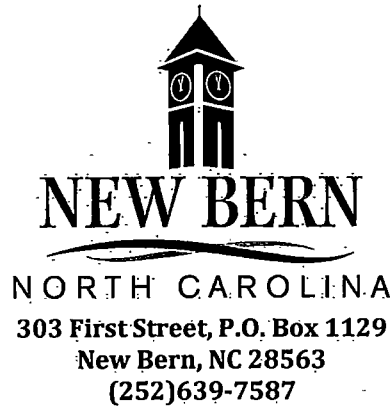
Is item time sensitive? ☐ Yes ☒ No

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

Additional Notes:



MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: March 13, 2020

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on April 14, 2020 for the Rezoning of 2409 Oaks Road from R-6S to C-4.

Nasr Algaradi has requested consideration of an application to rezone a 0.25+/- acre tract located at 2409 Oaks Rd. The applicant has proposed to rezone the property from R-6S Residential District to C-4 Neighborhood Business District. On May 7th 2019, Mr. Algaradi came before the Planning and Zoning Board on a request to rezone this property to C-3 Commercial District, while the Planning and Zoning Board recommended approval to the Board of Aldermen, the Board of Aldermen denied this request to rezone the property due to the perceived impacts a vape/tobacco shop would have to the surrounding neighborhood. Mr. Algaradi has since amended his plans to instead use this property as a convenience store in the C-4 Neighborhood Business District. The C-4 Neighborhood Business District does not permit the use of the property as a tobacco/vape shop, thus addressing the concerns of neighboring property owners.

The parcel has historically been utilized as a commercial establishment and will provide neighborhood amenities for the surrounding residential area. In addition, commercially zoned parcels are directly across the street from the requested site.

During their March 3, 2020 meeting the Planning and Zoning Board unanimously voted in favor on the rezoning request from Mr. Algaradi.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION

WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to rezone 0.25+/- acres located at 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District. The property is further identified as Craven County Parcel Identification Number 8-019-008.

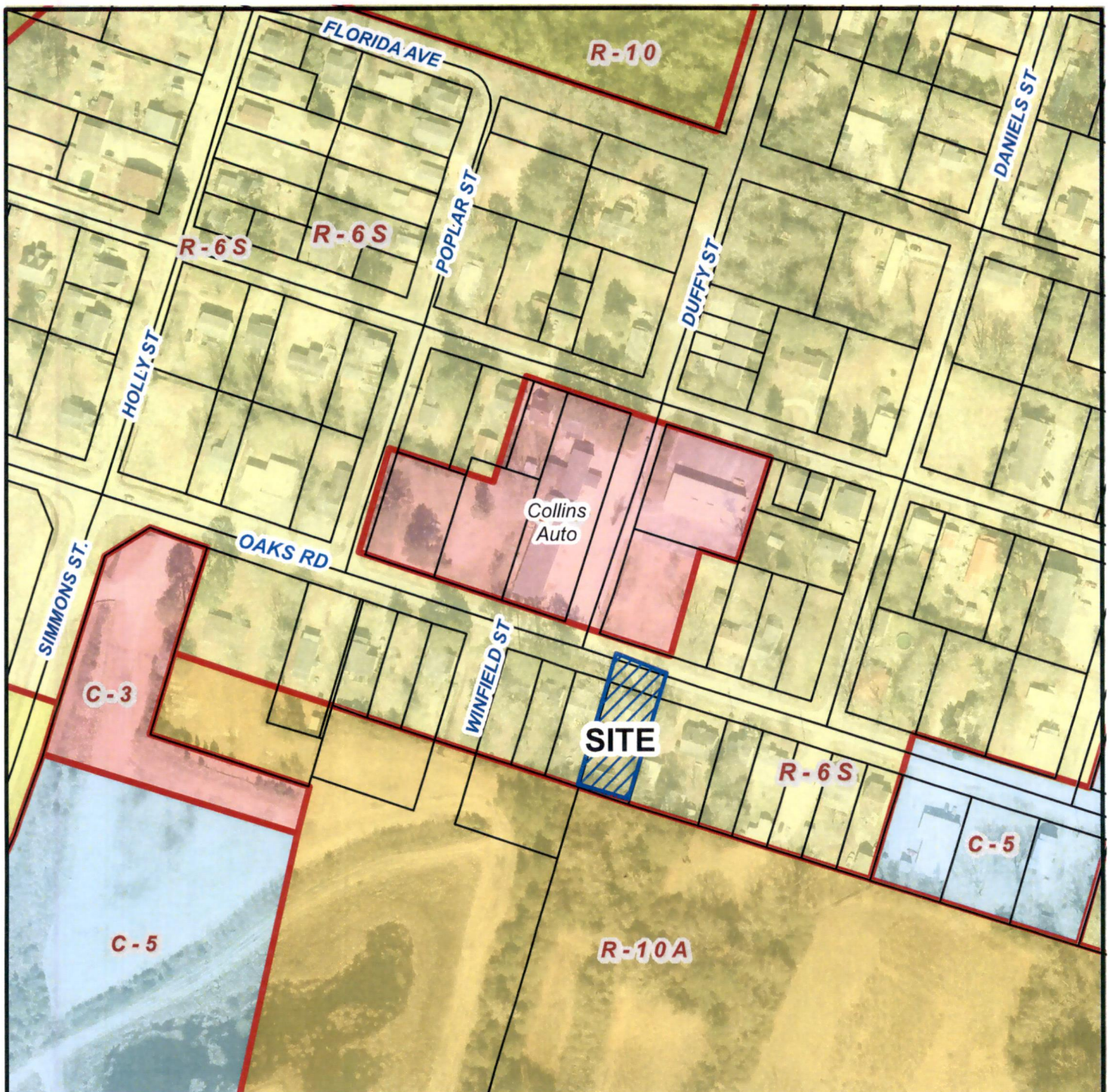
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, April 14, 2020 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to rezone 0.25+/- acres located 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District. The property is further identified as Craven County Parcel Identification Number 8-019-008.

ADOPTED THIS THE 24th DAY OF MARCH 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 2409 OAKS ROAD - Approx. 0.25+- Acres: PID: 8-019 -008

LOCATION: South side of Oaks Road near Duffy Street & east of Simmons Street



Existing Zone: R-6S
Proposed Zone: C-4

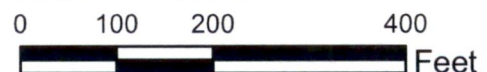


Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services

Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to approve a General Warranty Deed between Habitat for Humanity of Craven County NC, Y'Phu R'mah and wife, H'Nhian Siu and the City involving property at 1205 Church Street

Date of Meeting: 3/24/2020	Ward # if applicable: One
Department: Development Services	Person Submitting Item: Scott Davis
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	To approve the City's execution of a general warranty deed for the conveyance of property at 1205 Church Street by Habitat to release any rights retained by the City by virtue of a Transfer and Reversion Agreement
Actions Needed by Board:	Adopt resolution
Backup Attached:	Resolution, Memo and Deed

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

Additional Notes:

MEMORANDUM

TO: Mayor and Members of the Board
City Manager

FROM: Michael Scott Davis, City Attorney

RE: Property at 1205 Church Street conveyed by the City to Habitat for Humanity of
Craven County NC

DATE: March 12, 2020

In March of 2016, the City conveyed numerous properties, including property at 1205 Church Street (Craven County parcel identification number 8-011-172) to Habitat for Humanity of Craven County NC to be developed as affordable housing for persons of low and moderate income. This property is subject to the terms and conditions of a Transfer and Reversion Agreement. The property has now been developed as low income housing, and Habitat has requested that the City execute the deed to the buyer for the sole purpose of releasing any rights retained by the City by virtue of the Transfer and Reversion Agreement.

RESOLUTION

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

That the General Warranty Deed by and between Habitat for Humanity of Craven County NC, Y'Phu R'mah and wife, H'Nhian Siu, and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 24th DAY OF MARCH, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by:
John W. King, Jr.,
Attorney at Law
Stubbs Perdue, P.A.
310 Craven Street
P.O. Box 1654
New Bern, NC 28563

The property herein conveyed DOES NOT include the primary residence of a Grantor.

Parcel Nos. 8-011 -172

Revenue Stamps \$ _____

NORTH CAROLINA

CRAVEN COUNTY

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated the ____ day of March, 2020, is made by and between **Habitat for Humanity of Craven County NC**, ("Habitat") a North Carolina nonprofit corporation, whose address is 930 Pollock Street, New Bern, North Carolina 28560, (herein called the "Grantor"); **Y'Phu R' mah and wife, H'Nhian Siu**, whose address is 1205 Church Street, New Bern, NC 28560, (herein called the "Grantee") and **The City of New Bern**, a North Carolina municipal corporation, whose address is P.O. Box 1129, New Bern, NC 28563, party of the third part (herein called the "City"), which joins in the execution of this deed for the sole purpose set out hereinbelow.

The terms "Grantor" and "Grantee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

W I T N E S S E T H:

WHEREAS, City conveyed to Habitat the hereinafter described real property by Deed recorded in Book 3430, Page 830 of the Craven County Registry; and

WHEREAS, the conveyance by the City to Habitat was to enable Habitat to develop the subject property as affordable housing for persons of low and moderate income in the City of New Bern, as addressed in the Transfer and Reversion Agreement dated March 8, 2016, and recorded in Book 3430, Page 820 of the Craven County Registry.

NOW THEREFORE, Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple the following described real property in the City of New Bern, Township Eight (8), Craven County, to wit:

The property is commonly referred to by its tax parcel identification number which is 8-011-172. The property is more particularly described as follows:

All that certain Lot or parcel of land lying and being situate in Number Eight (8) Township, City of New Bern, Craven County, North Carolina, and being more particularly described as follows:

Beginning at an existing iron rod located in the southern right of way line of Church Street (formerly Crooked Street), which is located the following courses and distances from where the centerline of Church Street intersects the centerline of Bryan Street, as marked by a PK nail and washer: South 89° 23' West 129.60 feet and South 19.72 feet to the point and place of beginning. THENCE FROM THIS POINT OF BEGINNING SO LOCATED running along and with the southern right of way line of Church Street East 48.00 feet to a new iron rod or rebar; thence South 79.47 feet to a new iron rod or rebar; thence West 48.00 feet to an existing iron rod; thence North 79.47 feet to the point of beginning located in the southern right of way line of Church Street. Said property containing 0.09 acres, more or less, according to a survey entitled "Survey For: Habitat For Humanity of Craven County, NC," dated January 28, 2019, prepared by Southern Boundaries, PLS, and revised January 29, 2020, a copy of which is attached hereto and incorporated herein by reference. Said property also being a portion of Lot 23, Jones Subdivision, as shown on the map recorded in Book 126 at page 501, Craven County Registry.

Being that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed dated September 02, 2015, recorded September 03, 2015 in Book 3383 at Page 226 of the Craven County Registry. Craven County thereafter conveyed its interest in the property to the City of New Bern by deed dated March 31, 2016 recorded in Book 3430 at Page 814 of the Craven County Registry.

This conveyance is made **subject** to the restrictive and protective covenants which are attached hereto as **Exhibit A**.

TO HAVE AND TO HOLD the aforesaid real property and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

And Habitat for Humanity of Craven County covenants with Grantee that Grantor is seized of the premises in fee and has the right to convey the same in fee simple, that the title is free and clear of all liens and encumbrances except as herein otherwise described, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

The City of New Bern joins in the execution of this deed for the sole purpose of releasing any rights which it retained in the property being conveyed by this instrument by virtue of the Transfer and Reversion Agreement dated March 8, 2016, recorded in Book 3430 at Page 820 of the Craven County Registry.

IN WITNESS WHEREOF, Grantor and City have caused this instrument to be properly executed in such form as to be binding after proper authority having been given this the day and year first above written.

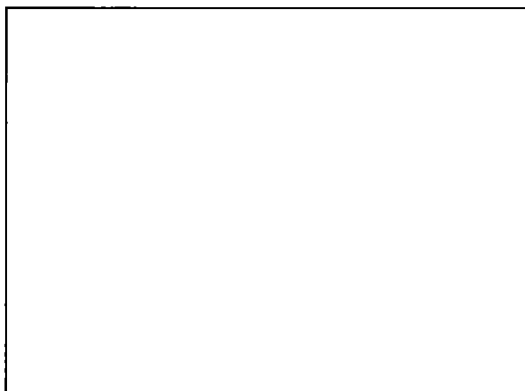
Habitat for Humanity of Craven County NC
A North Carolina nonprofit corporation

By: _____ (SEAL)
Richard Peebles-President

NORTH CAROLINA CRAVEN COUNTY

I, a Notary Public of _____ County, North Carolina, certify that on this date before me personally appeared Richard Peebles, President of Habitat for Humanity of Craven County NC, a North Carolina nonprofit corporation, personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein stated and in the capacity indicated.

Witness my hand and official stamp or seal this the ____ day of March 2020.



Notary Public
My Commission Expires: _____

City of New Bern
A North Carolina Municipal Corporation

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

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

WITNESS my hand and official stamp or seal, this the _____ day of March 2020.

Notary Public

My Commission Expires:

EXHIBIT A

(Deed: **Y'Phu R' mah and wife, H'Nhian Siu**)

RESTRICTIVE AND PROTECTIVE COVENANTS AGREEMENT

This Restrictive and Protective Covenants Agreement, entered into this the ____ day of March, 2020, by and between **Habitat for Humanity of Craven County NC**, a North Carolina non-profit corporation (hereinafter called "Habitat"), and **Y'Phu R' mah and wife, H'Nhian Siu**, (hereinafter called "Buyer").

W I T N E S S E T H:

WHEREAS, Habitat is the Craven County affiliate of Habitat for Humanity, an Ecumenical Christian Housing Ministry whose objective is to eliminate poverty housing from the world and to make decent shelter a matter of conscience; and,

WHEREAS, in accordance with its stated goal of providing affordable housing, Habitat agrees to build low cost homes for individuals or families, for no profit to Habitat and with no interest expense to the homeowner; and,

WHEREAS, because of the unique opportunity the Habitat program affords the homeowner, in order to protect the goals of Habitat it is necessary that certain restrictions be placed on the real property in this deed; and,

WHEREAS, Habitat has selected Buyer for whom Habitat has constructed a house; and,

WHEREAS, as a condition to the closing of this house Buyer has agreed to execute this Restrictive and Protective Covenants Agreement simultaneously with the delivery by Habitat of this deed and Buyer's receipt of said Deed in order to protect the interest of Habitat in the house and land.

NOW, THEREFORE, for valuable consideration, including without limitation the substantially below-market price and financing terms offered to Buyer, the receipt and disclosures of which are hereby acknowledged, Habitat and Buyer hereby agree as follows:

1. **DESCRIPTION OF PROPERTY.** The property which is the subject of this Restrictive and Protective Covenants Agreement is described in the Deed executed simultaneously with this Agreement and appended hereto and is hereinafter called "Property."

2. **PROMISSORY NOTE: DEED OF TRUST.** Buyer has executed a Promissory Note in favor of Habitat and Buyer has promised to execute a Deed of Trust on the Property. Reference is hereby made to that Offer to Purchase and Contract entered into by and between Habitat and Buyer for documentation of the underlying promises herein cited. For so long as the Habitat Note is outstanding and unpaid, Buyer agrees to comply with the terms of the Habitat Note and the Habitat Deed of Trust. Buyer also agrees to execute a second Promissory Note and second Deed of Trust as

further security for Habitat; a corresponding acknowledgment regarding this liquidated damages provision is documented in said offer to Purchase and Contract.

3. RESTRICTION ON RENTAL USE AS PRINCIPAL RESIDENCE. For so long as Buyer is indebted to Habitat for the Property, Buyer shall not lease or rent the property/or any part thereof to one or more third parties; and, so long as Buyer is indebted to Habitat, Buyer shall utilize the Property as Buyer's principal residence. A breach of this condition shall be a default under the terms of the Deed of Trust given to secure the loans to Habitat, which default would allow Habitat to foreclose without any other default being evident.

4. FENCE RESTRICTION. No fence shall be erected on the Property that does not comply with the City of New Bern zoning ordinances or historic overlay district restrictions, and no fence shall be erected that is chain link or wire mesh. No fence shall exceed four (4) feet in height and any fence that is allowed must be slatted such that there are visible gaps between pickets to be "see through".

5. RIGHT OF FIRST REFUSAL. So long as Buyer is indebted to Habitat, upon the receipt by Buyer of a bona fide offer to purchase the property, Buyer shall promptly deliver to Habitat a copy of said Notice and a letter indicating that Buyer desires to sell the Property for that price. Habitat shall have a period of thirty (30) days in which to notify Buyer that Habitat is exercising its right of first refusal in electing to purchase the Property. In the event that Habitat elects to purchase the Property, Habitat shall have the right to purchase the Property in accordance with the following price schedule:

(a) If the contract from the third party is received within one (1) year of the date of recording of the Habitat Deed of Trust, (hereinafter called the "Acquisition Date"). Habitat shall be entitled to purchase the Property at the then outstanding amount of the Habitat Note.

(b) If the third party offer is received more than one (1) year after the Acquisition Date, Habitat shall be entitled to purchase the Property for the then outstanding amount of the Habitat Note plus the following described percentage of the difference between the outstanding amount of the Habitat Note and the third party offering price:

<u>Year</u>	<u>Percentage</u>
First anniversary to Second anniversary	6.6%
For each subsequent year through the 14th anniversary add per year	6.6%
Fourteenth anniversary to Final Anniversary	93.4%

(c) After the final anniversary of the Acquisition Date, the right of first refusal granted hereunder to Habitat shall terminate.

(d) The right of first refusal granted hereunder shall remain in effect until the final anniversary, regardless of whether the Habitat Note shall have been prepaid in whole or in part prior to such final anniversary.

(e) If Habitat shall elect to purchase the Property pursuant to this paragraph closing the sale to Habitat shall occur no later than sixty (60) days from the date of delivery by Habitat of the notice of its election to purchase, and the purchase shall be for cash. Habitat shall be entitled to credit against its purchase price any amount outstanding to Habitat by Buyer on the date of closing under the Habitat Note or otherwise.

(f) In the event of the death of Buyer, Habitat shall be entitled to purchase the Property by giving written notice thereof to the executor or administrator of the estate within thirty (30) days from the date Habitat shall receive written notice of death. The purchase price to Habitat shall be equal to the outstanding amount owing to Habitat under the Habitat Note as of the date of death, plus a percentage of the difference between such outstanding amount and the fair market value of the Property at the date of death, which percentage shall be calculated in the same manner as hereinbefore provided in this section 4, as if the fair market value were identical to the third party offer. In order to determine the fair market value, Habitat shall appoint three (3) certified real estate appraisers, each of whom shall establish a value for the Property, and the fair market value shall be deemed to be the average of the three appraisals.

6. SHARING OF SALE PROCEEDS. If Habitat shall elect not to purchase the Property at the time of a third party offer, Buyer shall be entitled to sell the Property to such third party offeror, subject to the following terms and conditions. First, the purchase price shall be paid in cash or by official bank check at closing. Second, Habitat shall be entitled to receive a percentage of the proceeds of the sale, pursuant to the following schedule:

(a) If the sale occurs prior to the first anniversary of the Acquisition Date, Habitat shall be entitled to receive an amount equal to the then outstanding principal amount of the Habitat Note on the date of closing plus one hundred per cent (100%) of the net excess proceeds. For purposes of this paragraph 5, "net excess proceeds" shall mean all proceeds, less all the payoff of the Habitat Note, less sales commission and less all other seller closing costs.

(b) If the sale shall occur after the first anniversary of the Acquisition Date Habitat shall be entitled to receive the outstanding principal amount of the Habitat Note on the date of closing, plus the following described percentage proceeds:

<u>Year</u>	<u>Percentage</u>
First anniversary to second anniversary	93.4%

For each subsequent year:
through the final
anniversary - subtract per
year

6.6%

After final anniversary

0%

(c) The prepayment of the Habitat Note, in whole or in part, shall not affect the right of Habitat to share proceeds as described above.

7. DEFAULT. The occurrence of any default or breach under this agreement shall constitute a default under the Habitat Note and the Habitat Deed of Trust, and shall entitle Habitat to accelerate the Habitat Note and foreclose upon the Property and pursue all other legal remedies provided under the Habitat Deed of Trust or otherwise available at law.

8. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon, and inure to the benefit of, the parties hereto, and any subsequent owner of the property described herein.

9. AMENDMENTS. These restrictive and protective covenants may not be modified or amended without the prior or written consent of Habitat.

10. ENFORCEMENT. Enforcement of these restrictive and protective covenants shall be by any proceedings at law or at equity against any person or persons violating or attempting to violate any covenants or restriction contained herein, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by Habitat to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the provisions hereof, which shall remain in full force and effect.

12. TERMINATION. These restrictive and protective covenants shall terminate on the final anniversary hereof, said final anniversary being the date on which the debt is repaid in full.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed in such form as to be binding as of the day and year first above written.

Habitat For Humanity of Craven County NC

By: _____
Richard Peebles, President
Typed or Printed Name and Title

Y'Phu R' mah (SEAL)

H'Nhian Siu (SEAL)

NORTH CAROLINA
CRAVEN COUNTY

I, a Notary Public for _____, County, North Carolina, do hereby certify that on this day before me personally appeared **Y'Phu R' mah and wife, H'Nhian Siu** personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein expressed *and in the capacity indicated*.

WITNESS my hand and official stamp or seal, this the ____ day of March 2020.

Notary Public
My Commission Expires: _____

NORTH CAROLINA
CRAVEN COUNTY

I, a Notary Public for _____, County, North Carolina, do hereby certify that on this day before me personally appeared Richard Peebles, **President of Habitat for Humanity of Craven County NC**, each personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein expressed *and in the capacity indicated*.

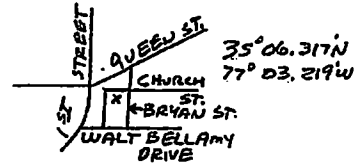
WITNESS my hand and official stamp or seal, this the _____ day of March 2020.

Notary Public

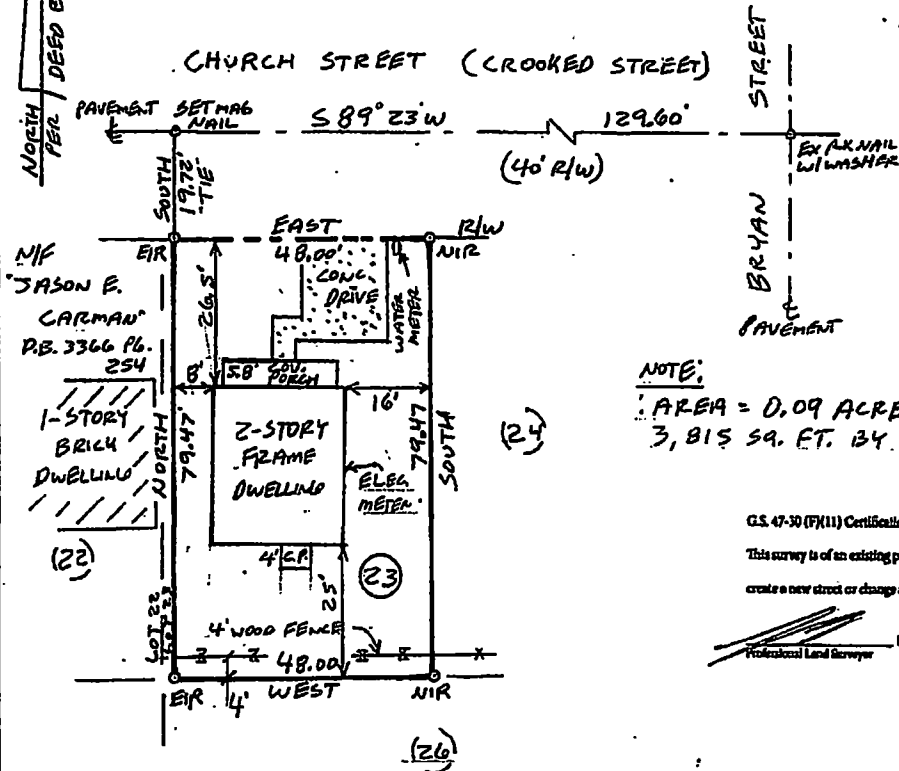
My Commission Expires: _____

LEGEND:

EIR = EXISTING IRON ROD
NIR = NEW IRON ROD OR REBAR
CL = CENTER LINE
~ = NOT-TO-SCALE
RLW = RIGHT-OF-WAY



VICINITY MAP
NO SCALE



NOTE:

AREA = 0.09 ACRE / 3,815 SQ. FT.
3,815 SQ. FT. BY COORDS.

G.S. 47-30 (F)(11) Certification:

This survey is of an existing parcel(s) of land and does not
create a new street or change an existing street.

[Signature]
Professional Land Surveyor L-3071

ADDRESS: 1205 CHURCH STREET

**REF.: COVERING DEED: D.B. 3430 P.B.
B30 TRACT 4, PORTION OF LOT NO. 23
"JONES SUBDIVISION" D.B. 126 P.B.
SOI CRAVEN COUNTY REGISTRY
PARCEL ID: B-011-172**

Surveyor's Certificate

I, Roy R. Smith, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision (see reference); that the boundaries not surveyed are clearly indicated; that the ratio of precision is $1:1000$; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 29 day of JAN, 2020.

[Signature]
Professional Land Surveyor L-3071



**SURVEY FOR
HABITAT FOR HUMANITY
OF CRAVEN COUNTY, NC**

NEW BERN,
TOWNSHIP NO. 8, CRAVEN COUNTY, N. CAROLINA
DATE: JAN. 28, 2019
SCALE: 1" = 20'
FILE NO: 120082-13
F-0496 NEW BERN
NC
Southern Boundaries
408 GUILF ST. 633-2771

REVISED 01-29-2020 AS BUILT UPDATE

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Approving the Sale of 318 Crescent Street

Date of Meeting: 03/24/20	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	No upset bids were received for 18 Crescent Street. The Board is asked to consider selling the property for the initial offer of \$3,800.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Cover memo, resolution, quitclaim deed, offer to purchase, tax card, photos of property

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

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



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

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk *beb*
DATE: March 13, 2020
SUBJECT: Sale of 318 Crescent Street

On January 28, 2020, the Board voted to initiate the upset bid process after receiving an initial offer of \$3,800 for the purchase of 318 Crescent Street. The offer was submitted by the adjacent property owner. The parcel is a vacant 0.08-acre lot with a tax value of \$7,600. The property was acquired jointly by the City and County through tax foreclosure in March 2013. The initial offer was advertised as required by law, but no additional bids were received. If the property is sold for the initial offer, the County will receive approximately \$1,698.78 of the proceeds, and the City will receive approximately \$2,101.22. These estimates take into account the cost of publishing the legal notice.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County identified as 318 Crescent Street, and being more particularly described herein; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$3,800.00 by Ruben Hassell, Jr.; that no increased bids were received; and

WHEREAS, the Board of Aldermen deems it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Ruben Hassell, Jr. in the sum of \$3,800.00 for said parcel identified as 318 Crescent Street, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the City's interest in said property.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City and County, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more particularly described in Deed Book 1481 at Page 372 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-004-048.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 26, 2013 in Book 3179 at Page 805 of the Craven County Registry.

ADOPTED THIS 24th DAY OF MARCH, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel No. 8-004-048
Revenue Stamps: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 24th day of March, 2020, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to Ruben Hassell, Jr., whose mailing address is 8207 U.S. Highway 17, Pollocksville, NC 28573, (“Grantee”);

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of a Grantor.

DAVIS HARTMAN WRIGHT PLLC
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

IN TESTIMONY WHEREOF, the **CITY OF NEW BERN** has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of March, 2020, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the _____ day of March, 2020.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2020, before me personally appeared THOMAS F. MARK, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2020.

Notary Public

My Commission Expires:

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more particularly described in Deed Book 1481 at Page 372 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-004-048.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 26, 2013 in Book 3179 at Page 805 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Ruben Hassell, Jr., 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: 318 Crescent St

Subdivision Name: _____

Tax Parcel ID No.: 8-004-048

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3179, Page 0805 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 3,800.00 and shall be paid as follows:

(a) \$ 190.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3,610.00, 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 Ruben Hassell, Jr.

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.

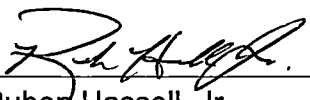
12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials RH Seller Initials _____

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

BUYER:

(If an individual)

 (SEAL)
 Name: Ruben Hassell, Jr.
 Date: 01/14/2020
 Address: 8207 US Hwy 17
Pollocksville, NC 28573
 Phone: 252-229-9913

SELLER

CRAVEN COUNTY

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

(If a business entity)

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

 Phone: _____

CITY OF NEW BERN

By: _____ (SEAL)
 Its: Mayor
 Date: 3/24/2020

Buyer Initials RH 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 1/13/2020 10:58:27 AM

Parcel ID : 8-004 -048
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 416 POLLOCK ST NEW BERN NC 28560
Property Address : 318 CRESCENT ST
Description : 318 CRESCENT ST
Lot Description :



Assessed Acreage : 0.080 **Calculated Acreage :** 0.080
Deed Reference : 3179-0805 **Recorded Date :** 3 26 2013

Recorded Survey :

Estate Number :

Land Value : \$7,600 **Tax Exempt :** Yes
Real Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$7,600

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
3/26/2013	BROOKS, DANIEL E	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$10,000
9/22/1995	NEW BERN PRESERVATION FOUNDATION	BROOKS, DANIEL E	STRAIGHT TRANSFER	\$2,000
5/20/1994	DAVIS, TOM I	NEW BERN PRESERVATION FOUNDATION	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel







318 CRESCENT STREET

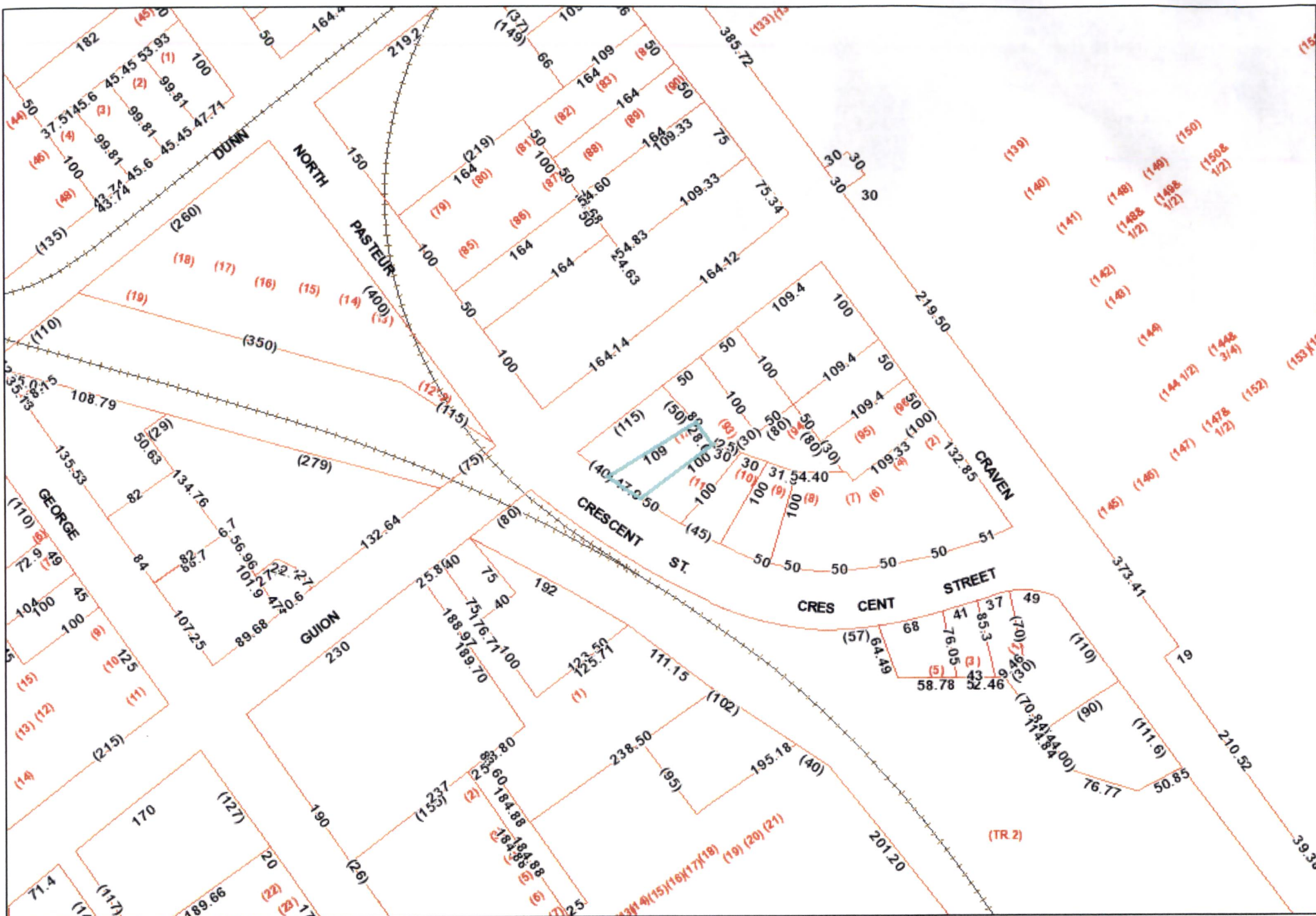
Ownership: City of New Bern & Craven Co.
Size: 0.08 Acres
Zoning: I-2 Industrial
Land Use: Vacant Industrial Lot
Flood Hazard: AE (SFHA)
Tax Values
Land: \$7,600
Buildings: \$0
Total: \$7,600
Tax ID: 8-004 -048



1 inch = 50 feet

0 20 40 80 Feet





Craven County GIS PID 8-004-048

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 13, 2020 at 10:59:35 AM



1 inch = 130 feet



Page : 1 of 1 02/18/2020 11:16:02
Order Number : 15510961
PO Number :
Customer : 89029 City of New Bern - LEGALS
Contact : Accounts Payable
Address1 : PO Box 1129
Address2 :
City St Zip : New Bern NC 28563
Phone : (252) 639-2717
Fax : (252) 636-4108
Printed By : Gwen Landry
Entered By : Gwen Landry
Keywords : 318 Crescent Street - 2/22/2020
Notes :
Zones :

Ad Number : 17015866
Ad Key :
Salesperson : GL - Gwen Landry
Publication : New Bern Sun Journal
Section : Classifieds
Sub Section : Classifieds
Category : 015 Legal Notices
Dates Run : 02/22/2020-02/22/2020
Days : 1
Size : 2 x 4.00, 36 lines
Words : 339
Ad Rate : L1
Ad Price : 184.02
Amount Paid : 0.00
Amount Due : 184.02

**NOTICE OF AN OFFER TO PURCHASE REAL PROPERTY
OWNED BY THE CITY OF NEW BERN AND CRAVEN
COUNTY BEING ADVERTISED PURSUANT TO §§160A-269
AND 163A-176 OF THE N.C. GENERAL STATUTES**

TAKE NOTICE that the City of New Bern and Craven County have received an offer to purchase the parcel of property hereinbelow described, which is located at 318 Crescent Street in the City of New Bern, for the sum of Three Thousand Eight Hundred and No/100 (\$3,800.00). Any person, firm, or corporation interested in purchasing the property may raise the bid by submitting a sealed offer to the office of the City Clerk before 5:00 p.m. on March 3, 2020. The above bid must be raised by not less than ten percent (10%) of the first \$1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the City Clerk five percent (5%) of the increased bid. At the end 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, and the City Clerk shall readvertise the offer at the increased bid, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received, at which time the City of New Bern Board of Aldermen and the Craven County Board of Commissioners may accept the offer and sell the property to the highest bidder. The parties may, at any time, reject any and all offers. The Subject Property is described as follows:

That certain parcel identified as Craven County tax parcel number 8-004-048, and being the property described in Deed Book 3179 at Page 805 of the Craven County Registry, subject to any and all liens and encumbrances of record.

This the 22nd day of February, 2020.

**BRENDA E. BLANCO, CITY CLERK
NAN HOLTON, COUNTY CLERK**

February 22, 2020 (adv)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Temporarily Suspending Utility Disconnection Policy and Specific Fees

Date of Meeting: 03/24/20	Ward # if applicable: N/A
Department: Finance	Person Submitting Item: Mary M. Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	In response to the COVID-19 viral infection, it is recommended utility disconnects for nonpayment be suspended from 03/16/20 – 04/16/20. Additionally, late fees and delinquent fees will also be suspended during this same timeframe..
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Cover memo, 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:

RESOLUTION

WHEREAS COVID-19 causes a high risk of spreading contagious viral infection across the City of New Bern, the County, the State, the Country and the World; and

WHEREAS the Board of Aldermen wishes to provide City of New Bern utility customers with relief from delinquency actions to aid in the City's prevention efforts; and

WHEREAS the City Manager and Director of Finance have provided a planned course of action to assist in this prevention.

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

1. That utility disconnects for non-payment will be discontinued effective March 16, 2020 until April 16, 2020 for current City of New Bern customers/residents and their immediate families; and

2. Late fees and delinquent fees will be suspended effective March 16, 2020 until April 16, 2020; and

3. At his discretion, the City Manager is hereby authorized to direct the Director of Finance to resume the suspended fees and shutoffs for nonpayment.

ADOPTED this 24th day of March, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Aldermen

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



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

Memorandum

TO: Mayor and Board of Aldermen

FROM: Mary M. Hogan

DATE: March 16, 2020

SUBJECT: Temporarily suspend utility disconnects and specific fees

The federal, state and local governments have taken certain measures in an attempt to prevent the spread of the COVID-19 viral infection. In response to these efforts, it is proposed that the City discontinue utility disconnects for nonpayment from March 16, 2020 until April 16, 2020. Additionally, late fees and delinquent fees should also be suspended effective March 16, 2020 until April 16, 2020.

/beb

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement Environmental Enhancement Grant Program.

Date of Meeting: March 24, 2020	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Amanda Ohlensehlen
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City has been awarded an EEG grant that will be used for the development of a Resiliency & Hazard Mitigation Plan. A MOU is required for acceptance of the grant.
Actions Needed by Board:	Consider adopting a Resolution
Backup Attached:	Memo, Resolution, Memorandum of Understanding, Grant Application

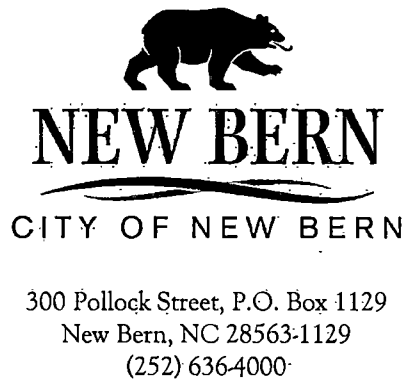
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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:

Aldermen

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



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

MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen
Community & Economic Development Manager

DATE: March 13, 2020

SUBJECT: Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement Environmental Enhancement Grant Program.

Background

The development of a City-wide Resiliency and Hazard Mitigation Plan is needed to increase community resilience to sea-level rise and climate change through an engaged stakeholder process. The goal of the plan is to build the capacity of the New Bern community to avoid, prepare for, withstand, recover, and build back better after hazard events. In order to support the development of the Plan, Staff applied for an Environmental Enhancement Grant (EEG) through the North Carolina Attorney General's Office in 2019. Staff was notified that the total grant proposal was funded in the amount of \$70,000.00. The Board of Aldermen is asked to consider executing a Memorandum of Understanding ("MOU") of the administration and procedures of the Smithfield Agreement Environmental Enhancement Fund Grant Program.

The City of New Bern's goal is to become a more resilient city, incorporating sustainable solutions that will enable both its built and natural environments to be better able to withstand future hazardous weather events associated with climate change as well as natural disasters. The City of New Bern seeks to incorporate critical mitigation, resilience, sustainability and accessibility building measures into long-term recovery plans and efforts.

The MOU is attached for review. This grant award will support the remaining balance needed for the development of the Resiliency & Hazard Mitigation Plan.

Please contact Amanda Ohlensehlen at 252-639-7580 if you have questions or need additional information.

RESOLUTION

WHEREAS, the City of New Bern submitted a grant application to the Smithfield Agreement Environmental Enhancement Fund Grant Program ("EEG") through the Attorney General of North Carolina during the 2019 Grant Cycle, which has been approved. The funds received will be utilized for resiliency planning for the development of a Resiliency and Hazard Mitigation Plan.

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

1. That the Memorandum of Understanding by and between the North Carolina Attorney General and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved; and

2. That the Mayor and City Clerk are hereby authorized and directed to execute said Memorandum of Understanding in duplicate originals for and on behalf of the City.

ADOPTED THIS 24th DAY OF MARCH 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF WAKE

City of New Bern

MEMORANDUM OF UNDERSTANDING FOR THE
ADMINISTRATION AND PROCEDURES OF THE
Smithfield Agreement ENVIRONMENTAL
ENHANCEMENT GRANT PROGRAM

This Memorandum of Understanding ("MOU") of the administration and procedures of the *Smithfield Agreement* Environmental Enhancement Fund Grant Program ("EEG") is hereby received and acknowledged on this the 24th day of March 2020 by City of New Bern, ("Grantee"), a North Carolina Municipal Corporation.

WITNESSETH

WHEREAS, on 25 July 2000, the Attorney General of North Carolina ("NCAG") and Smithfield Foods, Inc. and its subsidiaries ("Smithfield") entered into an agreement ("*Smithfield Agreement*") which provided, *inter alia*, that Smithfield would provide funds to be administered by the Attorney General from which funds would be paid out to projects which enhance the environment of the State ("Grant Funds"); and,

WHEREAS, Smithfield has paid over the Grant Funds, as settlor, into a private trust account held for the purposes described above and as described in the *Smithfield Agreement*; and,

WHEREAS, these Grant Funds were provided by Smithfield with the intent and desire to have the Grant Funds held in trust by a private third-party fiduciary ("Trustee"); and

WHEREAS, it is the desire of the NCAG to comport with all applicable and relevant statutes in the discharge of the Attorney General's duties under the *Smithfield Agreement*; and,

WHEREAS, the Grant Funds will be used to enhance the environment of the entire State, including eastern North Carolina, to obtain environmental easements, construct or maintain wetlands, and such other environmental purposes as the NCAG deems appropriate; and,

WHEREAS, the NCAG is empowered to designate organizations or trusts to receive payments from the Grant Funds for the purpose of environmental enhancement; and,

WHEREAS, the NCAG, in his capacity under the *Smithfield Agreement*, has sought to identify programs, with consultation from other applicable interested parties, as submitted under the Request for Proposals, dated July 8, 2019; and,

WHEREAS, the Grantee's proposal has been designated for funding from the Grant Funds by the NCAG, as provided for in the *Smithfield Agreement*; and,

WHEREAS, the NCAG has designed EEG to administer environmental grants awarded under the *Smithfield Agreement*;

NOW THEREFORE, Grantee acknowledges its understanding of the following terms and conditions for the administration of the Environmental Enhancement Grant Program and the procedures by which Grant Funds are distributed as specified and described in detail below.

I. Memorandum Documents and Attachments

A. Grant Documents

The Grant Administration and Procedure Documents shall consist of the following:

- | | |
|---|--------------|
| (1) This Memorandum | |
| (2) General Terms and Conditions | Attachment A |
| (3) Grantee's original proposal and proposal update if applicable | Attachment B |
| (4) Project line item budget and budget narrative | Attachment C |
| (5) Notice of Conditions | Attachment D |
| (6) Reimbursement Procedure | Attachment E |
| (7) Schedule of Required Reports | Attachment F |

B. Entire Understanding

These documents describe and constitute the entire grant administration and procedure process and supersede all prior oral or written statements.

C. Electronic Documents

This MOU and attachments are offered to Grantee by the NCAG as electronic documents. Grantee accepts the MOU and attachments as electronic documents and will give these electronic documents the same force as paper documents.

II. Precedence Among Grant Documents

In the event of a conflict between or among the terms of the Grant Documents, the terms in the Grant Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Part I. A., above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Amendments to the Understanding, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

III. Effective Period

This Project shall begin on 1 March 2020 and shall terminate after 36 months on 28 February 2023. Within three months before the termination date of the grant, Grantee may send a written request to the NCAG for a no cost extension of time. The NCAG may grant or deny Grantee's request, at its sole discretion. Extensions of time shall be made through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. Reasonable expenses related to the Project incurred before the start date in this paragraph may be allowable at the discretion of the NCAG upon written request by the Grantee.

IV. Grantee's Proposal

Grantee's Proposal shall consist of the Grant Project as described in Attachment B. The Proposal shall be completed in accordance with the approved budget in Attachment C. Grantee may submit requests for reimbursement to the NCAG for the costs it has expended to complete the Grant Project as described in Attachment B.

V. NCAG's Discretion to Direct Disbursement of Funds

The NCAG shall have the sole discretion to direct the Trustee to disburse to the Grantee in the manner and in the amounts specified in the Memorandum of Understanding for the amounts and purposes as described in Attachments B and C. The total amount that may be directed in disbursement to the Grantee per this MOU shall not exceed \$70,000.00 (Seventy thousand dollars).

VI. Conditions Precedent

Grantee acknowledges that full and complete compliance with the terms described in the Notice of Conditions, Attachment D, is a condition precedent to any disbursement of any Grant Funds to Grantee.

VIII. Interest in Funds

Grantee denies, waives, or releases any interest, legal or equitable, created by contract, statute, or common law, which Grantee may have or Grantee may be found to have in the Grant Funds, as held by Trustee. If, upon the completion of the Grant Project, Grantee does not submit requests for disbursement, which total to the amount listed in paragraph V of this memorandum, Grantee has no expectation nor will Grantee request disbursement for any other expenditure not described in Attachments B or C.

IX. Payment Provisions

Grantee acknowledges and understands that the payment of any Grant Funds to Grantee per any Request for Reimbursement made by Grantee under this MOU are subject to the disbursement procedure as described in Grant Disbursement Procedures, Attachment E. Upon completion of the Grant Project, the Grantee shall complete a final accounting report, as described in Attachment F, within 60 days of the Grant Project completion date. If Grantee does not to complete the Grant Project, Grantee must notify NCAG and may submit a final report and request for reimbursement. The NCAG does not accept, attempt to undertake, or acknowledge any liability, obligation, or duty to Grantee by or upon the Grantee's submission of a Request for Reimbursement to the NCAG.

X. Party Designee

All notices permitted or required to be given by one Party to the other and all questions about Grant Procedures from one Party to the other shall be addressed and delivered to the other Party's Designee. The contact information for the Parties' respective initial Party Designees are set out below. Either Party may change any information in this part by giving timely written notice to the other Party.

A. For the NCAG:

Sarah G. Zambon
Assistant Attorney General
N.C. Department of Justice

If Delivered Electronically:

eeg@ncdoj.gov

If Delivered by USPS:

P.O. Box 629
Raleigh NC 27602-0629

If Delivered by Courier:

114 W Edenton St
Raleigh NC 27603

B. For the Grantee:

Amanda Ohlensehlen
Community & Economic Development Manager

If Delivered Electronically:

ohlensehlana@newbernnc.gov

If Delivered by USPS:

303 First Street
New Bern, NC 28563

If Delivered by Courier:

303 First Street
New Bern, NC 28563

XI. Outsourcing

Grantee certifies that it has identified to the NCAG all jobs related to the Grant Project that have been outsourced to other countries, if any. Grantee will notify the NCAG upon the outsourcing of any position during the period of the Grant Project.

XII. Severability

Any portion of this MOU is necessarily severable from any other conditions or procedures therein. No part of this Memorandum of Understanding is to be construed to be in violation of any law or regulation, State or federal. If any part of this MOU is interpreted to be invalid or unenforceable, the remaining provisions of this Memorandum are unaffected and survive any such determination.

XIII. Read and Understood

Each party acknowledges that it has read and understands this Memorandum of Understanding and all attached Grant Documents.

XIX. Signature Warranty

The undersigned represent and warrant that they are authorized on behalf of their principals to assent to the understanding of the procedures contained herein.

IN WITNESS WHEREOF, the Grantee and the NCAG have executed this Memorandum of Understanding in duplicate originals, with one original being retained by each party.

City of New Bern

**NORTH CAROLINA ATTORNEY
GENERAL**

By: _____

JOSHUA H. STEIN

Name: Dana E. Outlaw

By: _____

Title: Mayor

Name: Shannon Cassell

Dated _____

Title: Special Counsel to the Chief Deputy
Attorney General

Dated _____

ATTEST

By: _____

Name: Brenda E. Blanco

Title: City Clerk

Dated _____

[CORPORATE SEAL]

Attachment A

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this and attached documents. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) **"Grantee"** means a non-profit entity receiving Grant Funds; a party above signed to the Understanding hereto; and a 501(c)3 corporation under the IRS code. The definition in N.C. Gen. Stat. § 143-6.2(b) shall apply to this Understanding only to the extent permissible under the *Smithfield Agreement*.
- (2) **"Party"** or **"Parties"** means the NCAG or Grantee.
- (3) **"Grant Funds"** means funds directed by the NCAG to be disbursed from the *Smithfield Agreement* Environmental Enhancement Fund held by Trustee.
- (4) **"NCAG"** means the Attorney General of North Carolina, acting solely in his official capacity in the discharge of its duties under the *Smithfield Agreement*.
- (5) **"Project"** or **"Grant Project"** means the undertaking described in the proposal, as modified by the Attachments to this Memorandum. The Project shall consist of the proposal, attached hereto as Attachment B and the Line Item Budget and Budget Narrative, attached hereto as Attachments C.
- (6) **"Grant Procedure"** or **"Procedure"** means the entirety of the processes, forms, and actions described by the Memorandum.
- (7) **"Request for Reimbursement"** means the information submitted by Grantee describing the expenses incurred during the completion of the Project as described by Attachment B submitted to the NCAG for payment.
- (8) **"Disbursement"** means the payment over of grant funds by the trustee to the grantee upon the direction of the NCAG.
- (9) **"Smithfield Agreement"** means the Agreement dated July 25, 2000 between the NCAG and Smithfield Foods, Inc., *et al.*
- (10) **"Trustee"** means PNC Bank or any other fiduciary or successor institution which holds Grant Funds as per the *Smithfield Agreement*
- (11) **"Audit"** means an examination of records or financial accounts to verify their accuracy.
- (12) **"Financial Assistance"** means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
- (12) **"Financial Statement"** means a report providing financial statistics relative to a given part of an organization's operations or status.
- (13) **"Grant"** means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (14)
- (15) **"Single Audit"** means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (16) **"State Funds"** means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations.
- (17) **"Memorandum"** or **"MOU"** means the entirety of this "Memorandum of Understanding for the Administration and Procedures of the *Smithfield Agreement* Environmental Enhancement Grant Program" including all attachments included in Section I.A. "Grant Documents" above.

RELATIONSHIPS OF THE PARTIES

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

Subcontracting: The Grantee shall be responsible for the performance of all of its subgrantees.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Memorandum.

Assignment: No assignment of the Grantee's Project or the Grantee's disbursements hereunder shall be permitted. However, upon written request approved by the NCAG, the NCAG may direct the Trustee to:

- (A) Forward disbursement directly to any person or entity designated by the Grantee, or
- (B) Include any person or entity designated by Grantee as a joint payee on the disbursement.

In no event shall such approval and action obligate the State or the NCAG to anyone. Grantee shall remain responsible for fulfillment of all obligations to third-parties.

Beneficiaries: Except as herein specifically provided otherwise, the terms, administrative procedures, and conditions described in this Memorandum of Understanding shall be presumed to be acknowledged and accepted by any successor to the Parties. It is expressly understood and agreed that the terms and conditions of this Memorandum, and all rights of action relating to the enforcement of any rights related to any action which may result from this Memorandum, shall be strictly reserved to the NCAG and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the NCAG and Grantee that any such person or entity, other than the NCAG or the Grantee, receiving services or benefits as a result of any actions taken as a result of the Memorandum shall be deemed an incidental beneficiary only.

INDEMNITY AND INSURANCE

Indemnification: The Grantee agrees to indemnify and hold harmless the NCAG, the State of North Carolina, and any of their officers, agents and

employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of the Project.

Insurance: During the term of the Project, Grantee shall maintain adequate insurance coverage. Adequate insurance coverage is commercial insurance of such type and with such terms and limits as may be reasonably associated with the Project. As a minimum, adequate insurance has the following coverage and limits:

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

The Grantee may meet its requirements of maintaining adequate specified coverage and limits by demonstrating to the NCAG that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the NCAG. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Understanding. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations.

DEFAULT AND TERMINATION

Termination of the Grant Process: Upon successful completion of the Project or the NCAG's determination that Grantee is unlikely to complete the Project within the time described in Attachments B and C, the NCAG will cease to direct the Trustee to issue payment to Grantee upon Grantee's submission of requests for disbursement. The NCAG will notify the Grantee upon making this determination.

Waiver of Default: Waiver by the NCAG of any default or breach in compliance with the procedures described in this Memorandum by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of the Memorandum unless stated to be such in writing, signed by an authorized representative of the NCAG and the Grantee and attached to the Memorandum.

Availability of Funds: The parties to this Memorandum agree and understand that the payment of the disbursements per this Memorandum is dependent and contingent upon and subject to the availability of Grant Funds held by Trustee.

State Funds: The Grantee acknowledges that Grant Funds are the sole source of funding for this MOU; State Funds make up no part of the MOU's funding of this project.

Force Majeure: Neither party shall be deemed to be in default of any duty or obligation which might arise under this Memorandum if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties which might arise under this Memorandum shall survive the Project expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Memorandum are the exclusive property of the NCAG. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the NCAG shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

COMPLIANCE WITH APPLICABLE LAWS

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

N.C.G.S. § 133-32 AND Executive Order 24: N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this memorandum, Grantee attests, for its entire organization and its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

CONFIDENTIALITY

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the NCAG. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Understanding.

OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records resulting from this Memorandum.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the NCAG. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions

have been resolved, whichever is longer. If the Project is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Memorandum has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

MISCELLANEOUS

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

Amendment: This Memorandum may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the NCAG and the Grantee. The Grant Process is subject to modification

at any time by the NCAG, upon notice to the Grantee. The Project is subject to modification only with the NCAG's prior written approval

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

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

Time of the Essence: Time is of the essence in the performance of the Project.

Sovereign Immunity: The State, by action or inaction of the NCAG, through the Environmental Enhancement Grant Program's Administration or Procedures, does not waive its sovereign immunity as to Grantee or any other individual or group.

Certification Regarding Collection of Taxes: The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

Travel and Meal Expenses: Disbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of the Project shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under the Project.

Advertising: The Grantee shall not use the award of this Grant as a part of any news release or commercial advertising without the prior approval of the NCAG.

Attachment B

NORTH CAROLINA ATTORNEY GENERAL'S
ENVIRONMENTAL ENHANCEMENT GRANT PROGRAM
2019 GRANT CYCLE

GRANT APPLICATION FORM

All Grant Proposal Materials must be received by 11am on Tuesday September 24, 2019

Instructions: Please complete all sections and submit this application form as the cover of the written grant proposal.

No incomplete applications will be considered.

Section I: General Information

Applicant	Organization	City of New Bern
	Contact Person	Amanda Ohlensehlen
	Contact Address	303 First Street New Bern, NC 28563
	Telephone	252-639-7580
	E-mail	ohlensehlerna@newbernnc.gov
Project	EEG Program Area	Check one: <input type="checkbox"/> Land acquisition <input checked="" type="checkbox"/> Research, planning, education <input type="checkbox"/> Construction, remediation, restoration
	Project Title	Resiliency Planning to keep the Lower Neuse
	Total Project Budget	\$234,100.00
Grant Request	Amount Requested	\$70,000.00

Section II: Project Technical Information

Project Goals (please limit summary of goals to this space):

The Resiliency Planning will allow the City of New Bern to complete Phase 3 of the Flood Mitigation plan to overcome the economic and socio-economic losses due to massive flooding

Results Benchmarks/ Measurement Rubrics (please be specific):

The City of New Bern will hire a Resiliency Team that will recognize New Bern's unique demographics, and geographical consideration in our community. The Consultant will understand all applicable policies and regulations as they apply to mitigation, including federal law, FEMA guidance, and state and local ordinances. Using data obtained before and after mitigation, the City will know if it is succeeding in proper mitigation tactics applied to businesses, homeowners, and landlords. Presentations will be made in the community as to the progress of the Phases of mitigation, as well as questionnaires, postings on social media, and the City of New Bern websites. The Resiliency Plan should be completed after a six-month study, and findings released to stakeholders. The City will incorporate post-disaster recovery plans to reinforce the linkage of long-term risk reduction and community resilience. The

mitigation plan will help New Bern reach its goal of becoming resilient to the ever-facing natural occurring disasters.
Projected Project Start Date: January 1, 2019
Period of Time for the Project: July 1, 2020
Period of Time for the Grant: 6 months

Section III: Project Cost Information

Other Project Funding Sources (<i>indicate source, amounts requested / committed</i>): National Trust for Historic Preservation \$10,000 Duke Energy Foundation \$20,000 Wells Fargo Foundation \$15,000

Section IV: Organization Management and Organizational Information

Organization Type: Municipality
Current Assets: \$ 22,686,565
Current Fund Balance: \$ 19,571,904
<i>Total Applicant Expenditures for the last three completed fiscal years:</i> FY 20 16 \$ 32,171,761 FY 20 17 \$ 34,357,672 FY 20 18 \$ 33,484,078
Have you previously received a grant award from the EEG Program? If yes, please list the date(s) and project name(s). We have not received a grant from EEG.
Have you previously submitted a grant proposal to the EEG Program? If yes, please list the date(s) and project name(s). This is our first proposal.

Did you receive any funds from the State of North Carolina in the past 12 months? If so, please list the sources, dates, and amounts.

We received funds from the State of North Carolina at various times throughout the year to include monthly sales tax and quarterly shared revenue distributions, monthly unauthorized substance tax, Powell Bill funds (\$865,707), 911 PSAP funding (\$320,560), NCDOT MPO Grant 104f (\$98,644) and Hurricane Matthew reimbursement (\$51,492).

Did you receive any funds from any other grant awards in the past 12 months? If so, please list the sources, dates, and amounts.

We have received other grant funding to include \$329,400 from GoldenLeaf Foundation, and various local grants from Walmart ranging from \$2,000 to \$5,000.

Section V: Agreement and Certification

Certification: The undersigned hereby do certify that they have read the attached proposal, including all appendices and exhibits, and that the information provided therein is correct and complete. The undersigned do hereby attest that any funds granted pursuant to this proposal will be used exclusively for charitable, scientific, education, conservation, environmental enhancement, or other tax-exempt public purposes. The undersigned do hereby certify that they understand that the requests attached and submitted to the Attorney General are subject to the North Carolina Public Records Act.

This the 24th day of September 2019.

Applicant Organization: City of New Bern

By: [Signature]

Name: Lori A. Mullican

Title: Accounting Manager

By: [Signature]

Name: Amara Ohlensehler

Title: Community & Economic Development Manager

Grant Proposal Materials must be received by 11am on Tuesday September 24, 2019.

CONB 019-PRE-

**City of New Bern
Resiliency and Hazard Mitigation Request
North Carolina Attorney General's
Environmental Enhancement Grant Proposal
2019 Grant Cycle**

TABLE OF CONTENTS

- 1. Application Form**
- 2. Proposal Narrative**
- 3. Attachment 1 - Proposed Budget**
- 4. Attachment 2 - Proposed Timeline and Benchmarks**
- 5. Attachment 3 – Organizational Materials**
- 6. Attachment 4 - Letters of Support**
- 7. Attachment 5 – NPO Statement**

CONB 019-PRE-Proposal City of New Bern's Resiliency and Hazard Mitigation Request

Project Description and Goals:

Historic New Bern, located in Craven County at the confluence of the Neuse and Trent Rivers, experienced historic flooding on September 12th - 15th, 2019. The City was ravaged by a 10-foot storm surge that pushed the waters of both rivers over their banks causing water intrusion on three of the City's four sides. Water intrusion in the City was at a level high enough to flood more than 240 City blocks putting significant numbers of the City's residents in danger. More than 800 people were rescued from flooded homes during the 72-hour storm. A later tally would estimate 4,300 homes and 300 businesses were damaged or destroyed in the storm. This translated to an estimated \$74.5 million in residential damage and \$25.6 million in commercial damage.

The City of New Bern's goal is to become a more resilient city, incorporating sustainable solutions that will enable both its built and natural environments to be better able to withstand future hazardous weather events associated with climate change as well as natural disasters. The City of New Bern seeks to incorporate critical mitigation, resilience, sustainability and accessibility building measures into long-term recovery plans and efforts. The outcome of which will be a replicable city-wide Hazard Mitigation and Resiliency Plan. New Bern's Hazard Mitigation and Resiliency Plan will incorporate the six FEMA Recovery Support Functions to integrate early recovery implementation steps into long-term community recovery planning processes for individuals, businesses, nonprofit organizations and the local government.

The Plan will develop a city-wide strategy to minimize the extent of disruption, minimize the impact of economic losses, as well as loss of life. It will include mitigation solutions for both the built and natural environments working in tandem to enhance the overall environment of the City. The City of New Bern's Resiliency Planning Process will be overseen by a team that will report to the City's governing Board of Aldermen. The Resiliency Team will be overseen by the City Manager, Mark Stephens, and will be comprised of members the City's Development Services Department to include the Director of Development Services, Jeff Ruggeri and the Community and Economic Development Manager, Amanda Ohlensehlen. The City will post a Request for Qualifications (see attached Minutes of Board of Aldermen February 26, 2019 Meeting). From the RFQ posting, the City will hire a consulting firm to execute the resiliency planning process. In emphasizing FEMA's Recovery Support functions, the resiliency planning team will interface with related agencies, such as the Environmental Protection Agency, Army Corps of Engineers and the Department of Environmental Quality. The plan will address vulnerabilities and help develop environmental mitigation strategies to reduce the natural pollution caused by weather events, hurricanes, and manmade actions impacting water quality in the Neuse and Trent Rivers.

Grant funding from local and national foundations has already been awarded in the amount of \$45,000 to develop the Hazard Mitigation and Resiliency Plan. Granting organizations include the National Trust for Historic Preservation, Duke Energy Foundation and Wells Fargo Foundation. The City of New Bern is partnering with each of these funders in the development of its plan. For Duke Energy, the City of New Bern will share outcomes that address mitigation

strategies for the natural environment with a focus on natural and low-impact development techniques that will support the City's ecosystems through a natural filtration system that improves water quality. The National Trust for Historic Preservation approached the City of New Bern to become a model for resiliency in creating a plan that can be adapted by other historic coastal cities. In addition to developing a plan that will create a more resilient city, able to protect and preserve its environmental, commercial and historic resources, New Bern's Hazard Mitigation and Resiliency Plan will be a template for other coastal cities throughout North Carolina and the United States that are vulnerable to sea level rise and at risk of historic flooding. The City will share its resiliency plan at local, state, regional and national levels for other communities in North Carolina and the U.S. to learn best practices that augment and protect their natural environments.

The development of a resilience strategy will help the city, the private sector, civic and government partners, and citizens understand their city's capacities, strengths, weaknesses, and risks in a comprehensive way. These actions will be a blend of new ideas stemming from the strategy development process, along with ongoing work in the City. The Plan will culminate in the articulation of the city's resilience goals – the future the city is striving to create – as well as the design of a suite of concrete actions in pursuit of those goals, capable of fostering both short-term and long-term solutions that are recognized for their resilience value. The strategy initiatives will range from the routine and highly feasible to the very ambitious, including social and community health programming, planning frameworks, and large-scale infrastructure projects. Chief among these projects will be mitigation strategies that address the preservation and enhancement of New Bern's natural environment created by the Neuse and Trent Rivers and the land and the structures on the property contiguous to the two rivers.

The Hazard Mitigation and Resiliency Plan will be comprised of three phases:

Phase One: Data Collection and Analysis

Phase One has been fully funded by grants received to date and the planning process will begin as soon as a consultant is chosen. Once the consultant has been hired, he/she will lead the development of a Hazard Mitigation and Resiliency Plan that is publicly supported with implementable solutions that increase flood resilience in the short and long term, as well as prioritized actions to reduce flood-related hazards through collaboration among a wide variety of stakeholders. Stakeholders include City of New Bern citizens and businesses, government, local and national funders and nonprofit organizations. Phase One is funded and includes GIS data collection and interpretation as well as public input and an inventory of existing City resiliency efforts. This will entail the following actions.

An Inventory of existing city resiliency efforts will be created before new resilience solutions are designed. This inventory will include any plan, program, project, practice, initiative, legislation or funding that is deliberately designed to contribute to the protection, functioning, or advancement of the City.

Public Outreach will be comprised of up to three workshops (facilitated by the consultant) with citizens, businesses and elected officials to document major concerns, including Hurricane Florence impacts felt by each group and a description of the overall recovery process.

GIS data will include collection of relevant GIS data from the City and other public sources to create a database of affected properties/areas of the City. Each affected group/area's assets, risks and vulnerabilities will be quantified. The overall risks and assets profile will be contextualized by an understanding of how diverse residents in the city experience those strengths and weaknesses and comparing those perspectives and perceptions against formal city data. Special focus will be on vulnerable communities. New Bern's surrounding environment will be assessed for post-storm pollution and included in the description of hazards.

Phase One Deliverables:

- Report (narrative) findings will include a prioritization of vulnerabilities based on citizen, business, and City responses. Each group's assets, risks and vulnerabilities will be identified. The assessment will provide a description of flood hazards including an overall summary of each hazard and its impact on vulnerable properties including the types (e.g. residential, commercial, etc.), historic use (e.g. residence, gas station, school, etc.) and numbers of properties, existing infrastructure located in the identified hazard areas; estimate of potential dollar losses (cumulative) to the vulnerable structures.
- Inventory of current or programmed resiliency-related actions in the City, including a list of mitigation goals to reduce or avoid long-term vulnerability to the identified hazards; and maps showing the location of historic properties and environmental assets in relation to the identified hazards will be produced.

We estimate Phase One will be completed by February 2020.

Phase Two: Priority and Plan Development

This phase will prioritize vulnerabilities overlaid with data collected in Phase One to develop a draft Resilience Plan for public review. The Plan will take into consideration costs, benefits and potential funding sources for implementation. The goal is an easily understood plan, clearly stating risks and recommended solutions. Engineered solutions will be recommended to address specific public infrastructure and environmental vulnerabilities. The Plan will include a list of mitigation goals to reduce or avoid long-term vulnerability to the identified hazards and environmental shortfalls.

Phase 2 Deliverable:

- Public Review of the draft plan via a well-advertised public input session in which findings will be presented and concerns will be addressed.

Available grant funding will cover approximately one-third of the anticipated costs associated with Phase 2.

Phase Three: Preparation of Final Resiliency Plan

The City of New Bern is asking the Attorney General's Office to invest in the funding of Phase 3. Preparation of final Hazard Mitigation and Resiliency Plan compiles all GIS mapping, data, surveys and specific analysis of each of the affected areas with mitigation strategies unique to each area within the City. The plan will support capacity building activities, health and social recovery solutions, housing recovery, infrastructure systems and mitigation for natural and cultural resources.

Phase 3 Deliverable:

- Steps of action to achieve better resiliency will be identified and highlighted in Plan.
- City of New Bern will adopt the Hazard Mitigation and Resiliency Plan as a long-term planning document able to be replicated by other coastal cities in North Carolina and the region, to implement sound environmental, economic and socio-cultural practices to protect people and property in the future from hazards and natural disasters.

Final Outcomes and Goals:

As the City of New Bern began working with researchers from UNC-Wilmington, who studied the socio-economic impacts of Hurricane Florence in eastern North Carolina, their findings indicated that New Bern ranked among the most significantly impacted cities and towns in eastern North Carolina.

- Through directives outlined, the City will identify similar high priority projects critical for the protection of City's assets (including rivers and historic structures), the overall environment, living conditions and economic level of the community.
- Resiliency Plan Directives will address current infrastructure limitations and failings with a goal of achieving effective mitigation and long-term resilience through innovative stormwater management projects, green infrastructure, tree propagation and where possible the creation of living shorelines.
- Implementation of projects will protect the aesthetic and naturally build upon New Bern's local environment with positive impacts on the Neuse River region. The overarching goal is to address water quality, as cleaner water drains through improved systems and wetlands into the Neuse River and its tributaries.
- New Bern will be a model of recovery and resiliency for other cities. The City will partner with regional organizations, such as NC Coastal Federation, to share its Mitigation and Resiliency Plan throughout the State and Southeastern Region such that environmental enhancements and improved stormwater management through low impact development technologies will be developed beyond the confines of the City and other North Carolina communities can emulate the City of New Bern's plan.

New Bern's Impacted Areas in Need of Hazard Mitigation Strategies:

Although New Bern will adapt a holistic approach to achieve resilience for the entire City, there will be areas of focus that will include the City's riverine locations and ecosystems both within and contiguous to the Neuse and Trent Rivers areas and prone to flooding. This includes some of the City's most vulnerable communities, such as the Greater Five Points Neighborhood, focus of the HUD Choice Neighborhoods Initiative, as well as the Riverside and Downtown Historic Districts, listed on the National Register of Historic Properties. Planning in each of these areas can address living shorelines that will protect the built environment and enhance the rivers' natural equilibrium, protecting both from the hazards associated with flooding.

Description of Focus Areas of City:

Greater Five Points, a collection of neighborhoods including the Greater Duffyfield neighborhoods, Dryborough (named above), Walt Bellamy, Trent Court and Craven Terrace clustered around the Five Points commercial area, is an area of focus. It is home to over 3,300

residents, the majority of which are African Americans. The neighborhood covers 462 acres, of which 50% of the land area is within a 100 year or 500-year floodplain and highly susceptible to flooding. Flooding due to Hurricane Irene in 2011, damage from Hurricanes Fran and Bertha in 1996 and severe flooding during Hurricane Florence have contributed to large numbers of FEMA buyouts and vacancies in this neighborhood. Mitigation efforts include plans to create a retention pond that will capture a 115-acre sub-basin of untreated urban run-off and divert it into the Jack Smith Creek Stormwater Wetlands Project. The Jack Smith Creek Project is the largest man-made wetlands in the State of North Carolina. The City of New Bern seeks to repeat this success in carrying out additional mitigation and resiliency directives derived from its unique Hazard Mitigation and Resiliency Plan.

In addition to the Jack Smith Creek Project, New Bern's Riverwalk follows the Neuse and Trent Rivers through these residential and commercial districts of the City providing community connectivity between these areas and river access. Beginning in the Greater Five Points Neighborhood, Riverwalk continues through the New Bern Historic District. Thus, it fosters a spirit of community and cooperation among neighborhoods. The Riverwalk also provides access to commercial and recreational opportunities (fishing, kayaking) through the City's shopping district and its parks.

New Bern Historic District is a national historic district comprised of more than 500 contributing structures and covers 250 acres. Dryborough, one of the first African American neighborhoods designated as a National Historic Place. Trent Court, one of the United States' first public housing complexes (built, 1940-41), United States Court House are also in the New Bern Historic District. Both structures and the park sustained significant damage due to flooding from Florence. New Bern Historic District had 179 single family structures with damages totaling nearly \$20 million. The District includes Tryon Palace Historic Sites and Gardens, New Bern's most visited attraction. New Bern will work with the State of North Carolina to include the 20-acre historic site in the Hazard Mitigation and Resilience Plan.

Riverside Historic District – This area began as a working-class neighborhood for those working in the lumber industry in the late 1890's, this historic district is a mix of bungalow and Victorian style homes and commercial buildings. Between the 1890's and World War II, many of the larger homes in this neighborhood. Approximately 75% of the Riverside Historic District flooded. 61 residences and 4 commercial buildings sustained damage; some were categorized as Major Damage. New Bern National Cemetery founded in 1867 is located in Riverside Historic District. The cemetery contributes to the City's green space, is located approximately 2 blocks from the Neuse River, and sustained flood damage during Hurricane Florence. These landmarks must be protected against future incidents of flooding and sea level rise.

The Hazard Mitigation and Resilience Plan's Results Measurement Process

Public input gained during City-sponsored workshops will drive the end results and directives of the Hazard Mitigation and Resiliency Plan. Using quantitative and qualitative data generated in previous phases, community participants will provide input during workshops and working sessions to identify, explore, and prioritize the integrated adaptation options that address the hazard/asset pairs identified in Phase one and two. The data and quantified community input

will serve as performance measures for the Plan. The Planning Process Budget of \$115,000 will be another benchmark to measure success. The City of New Bern is committed to staying within the Project Budget and City Staff will work to assist the consultant leading the project by providing pertinent GIS mapping and other flood data and information on City recovery and mitigation projects. Staff will also assist the consultant in facilitating all public workshops and information sessions associated with the planning process.

New Bern's Hazard Mitigation and Resiliency Planning Process is a collaborative effort. Community Stakeholders will be crucial in providing input during the planning process and in measuring the final product. Community stakeholders include nonprofit organizations such as Coastal Federation, Neuse Riverkeepers, Habitat for Humanity, Veteran's Employment Base Camp and Organic Garden and the New Bern Preservation Foundation. Various councils will also review the plan including the Historic District Residents Association, Duffyfield Residents Association, New Bern Housing Authority, the City of New Bern Redevelopment Commission and the Historic Preservation Commission.

Phase three will incorporate the summary reports developed in all previous phases to create a final Hazard Mitigation and Resiliency Plan to include a Vulnerability and Risk Assessment, associated maps, graphs, and statistics. This report will be designed and formatted to meet the City of New Bern's requirements. The Plan will be evaluated by community stakeholders named above who will have worked with the City throughout the planning process. The City of New Bern's Board of Aldermen will have final approval of the Hazard Mitigation and Resiliency Plan and will be responsible for its implementation. Projects will be classified as Short-term and Long-term Recovery Projects and will be prioritized within this classification. Prioritization will also be used to classify projects/directives in each of the Plan's resiliency categories including Natural and Cultural Resources, Infrastructure, Housing, Health and Services, Economic, Community Planning and Capacity Building.

Project Outcome and Sustainability:

The City of New Bern Development Services Staff has collected data from hurricane storm surge modeling and mapping. Hiring a consulting firm to analyze data and project outcomes for sustainability is vitally important to the success of the resiliency plan. Developing sea level rise projections and collecting and analyzing additional data related to short-and long-term environmental change and hazard mitigation will insure long-term project sustainability. This data will also be used to guide land use decisions and infrastructure investments. Thus, the Hazard Mitigation and Resiliency Plan will drive future development decisions, as well as mitigation measures in New Bern. The City will include sustainability strategies in its mitigation planning for positive long-term results. New Bern's approach will enhance the Plan's sustainability by developing tools and strategies that can address a range of scenarios, from small-scale flooding after a summer thunderstorm, to hurricanes and other major storm events. New Bern's devastation after Hurricane Florence has compelled the community to be open to exploring linkages among hazard mitigation and sustainability.

The goal of the Hazard Mitigation and Resiliency Plan includes a design that holistically accounts for and minimizes all aspects of environmental, economic, and anthropogenic impacts.

Any new development or project would enhance at least one of the six FEMA recovery support systems resulting in sustainability in the overall context of recovery and resiliency.

Future construction or environmental enhancements that result from recommendations and/or directives included in the Hazard Mitigation and Resiliency Plan will complement the landscape and the area, and align with the natural laws of economics, the environment, and societal values of New Bern's residents. These project outcomes will carry long-term benefit to the New Bern community and the environment. New Bern's Resiliency Plan will be scalable to smaller coastal communities that do not have the staff nor funding to recreate our findings. By sharing our plan will build "community capacity," as a way of promoting Eastern North Carolina problem solving abilities and focus on community well-being.

Community Impact

The long-term community impact of City of New Bern's Hazard Mitigation and Resiliency Plan will include reporting and strategies to minimize the extent of disruption, establish alternative means of operation, minimize the impact of economic losses, and provides for a smooth and rapid transition of services. Outcomes include:

- Understanding of ecosystems services in general and in floodplains.
- Understanding of the environmental impacts of flood mitigation measures.
- Good practice, guidelines and planning regulations to limit adverse impacts and find win-win or at least sustainable outcomes, reverse past ecosystem losses, and avoid excess floodplain development for long-term environmental and economic benefits.

Thus, the Hazard Mitigation and Resiliency Plan will assess the past and develop directives for long term recovery, restoration and future growth of the City. Future projects will devote attention to ecological impacts to ensure that the natural and the built environments thrive together within and beyond the City's limits.

Project Costs

The City of New Bern requests \$70,000 to complete the partially funded Phase Two and all of Phase Three of the three-phased Hazard Mitigation and Resiliency Plan. A grant in the amount of \$70,000 dollars will enable the City of New Bern to leverage \$45,000 already committed to fund Phase One and the initial portion of Phase Two. Grant awards and grantors (funding partners) are listed in the Project Description.

Organizational Structure and Management:

Mission Statement: The employees of the City of New Bern shall strive for excellence which will enhance the quality of life within our community by working together to provide accountable and equitable service to all citizens.

New Bern was founded in 1710 at the confluence of the Neuse and Trent Rivers by Swiss Palatines of Bern, Switzerland. It then served as the Colonial Capital of North Carolina and is the State's 2nd oldest city incorporated on Nov. 23, 1723. New Bern has a current population of 29,524. 43% of the City's population is a mix of African American, Hispanic and Asian races. The City is governed by a mayor and a Board of Aldermen representing 6 Wards. More than 400 employees provide services for the citizens of New Bern. Employees work in 8 departments including

Administration, Development Services, Fire Department, Human Resources, Fire Department, Police Department, Parks & Recreation, Utilities and Public Works, all of which are overseen by the City Manager.

City objectives and goals include recruitment, training and retention of qualified staff. The City will provide public safety through enhanced training, efficient services and expanded infrastructure. The City also seeks to enhance and diversify its Parks and Recreation opportunities. The City has a goal of maintaining fiscal responsibility and investing in City infrastructure to ensure long-term sustainability. The City will also promote economic development and redevelopment for affordable housing and other community areas.

Successful Planning Processes:

New Bern's various departments distinguish it from most small cities in North Carolina. It has its own utility company, New Bern Dept. of Public Utilities, that is community owned and one of the oldest in the United States, providing electric, water and sewer services. The Parks & Recreation Department is nationally accredited and encompasses 25 parks, 5 cemeteries, youth and adult athletic programs and year-round special events. There is also an Aquatic Center with a "learn to swim" program and a walking and bike trail system the City hopes to expand. Development Services Department has initiated a number of economic and planning initiatives to create a more livable city connecting New Bern's varied neighborhoods through streetscapes, bike paths and walking trails. The main trail that highlights New Bern's waterfront location and position at the confluence of the Neuse and Trent Rivers is the New Bern Riverwalk.

The City has a history of successful planning processes incorporating neighborhood and community input that have enabled careful and sustained growth over the long-term. These plans continue to guide growth and development throughout the city. These include the Façade Improvement Plan, Historical Preservation Plan, Pedestrian Plan, CAMA Land Use Plan, and the 2000 Urban Design Plan. Plans dedicated to planned growth in various city neighborhoods are also in place and guide restoration and new development in these areas. These include Greater Duffyfield, RiverStation and the New Bern Gateway Renaissance Plan.

The City through the New Bern Housing Authority was awarded a Choice Neighborhoods Planning Grant in 2014 that has provided direction for much of the City's planning and development with a special focus on the Greater Five Points Neighborhood which includes Duffyfield, Walt Bellamy, Dryborough and 2 public housing authorities, Trent Court and Craven Terrace. Community-generated goals include community safety and pride, investment in children through education and support; realize economic potential through vacant land reuse and career and workforce readiness.

Similar Projects:

Aligning with New Bern's recovery process, the City has applied for and received several grants for repair and replacement needs since Hurricane Florence. A grant has been received from the Golden Leaf Foundation for \$230,000 for pipe replacement on Metcalf Street which runs parallel to Tryon Palace and on Roanoke Avenue in another residential section of the City. Metcalf Street is the main drainage site for an 11-block area of the historic district. There is a major outfall associated with the piping on Metcalf that is in direct alignment with the Palace. Water flowing

down Metcalf drains directly over the bulk head and into the Trent River. There are approximately 76 households and 24 businesses in addition to the 13 buildings on 23 acres that comprise the Tryon Palace Complex. Thus, Metcalf St. is an essential thoroughfare for New Bern residents and visitors and is also site of a major outfall for the City of New Bern. Implementation of this repair to Metcalf will repair a major thoroughfare in the City and will insure one of the City's major outfalls is adequate to convey large volumes of water that may occur in future storms. The City considers both pipe repairs resiliency projects as they provide mitigation efforts that improve street drainage and drainage areas. Improved drainage will reduce the risk of future damage to residences and businesses due to stormwater run-off on Metcalf Street and Roanoke Avenues.

Hazard mitigation projects, including Stormwater and Sewer Improvement Plans have been identified by City Staff. Grant funds will be sought from the Golden Leaf Foundation for projects that must be addressed since Florence. The Stormwater Improvement Plan entails pipe and pump station replacement for aging infrastructure and equipment that are no longer adequate to move the large volumes of water required. The Sewer Improvement Plan will entail moving one of the City's largest lift stations, Lift Station #10 with approximately 25% of the sewer flow generated in New Bern flowing through this lift station. Due to its proximity to the Trent River, this lift station becomes completely inundated during major storm events, which leads to sanitary sewer overflows and impacts New Bern's ability to provide sanitary sewer service to some of our customers.

The City must also rehabilitate its Northwest Sewer Interceptor. This portion of the City's sewer collection system is a large outfall line that runs through long stretches of floodplain on its path to the City's WWTP. This is the City's largest sewer outfall, with approximately 35% of the sewer flow generated in New Bern flowing through this infrastructure. Due to its proximity to flood prone areas, portions of this pipe line become completely inundated during major storm events, which leads to sanitary sewer overflows and impacts New Bern's ability to provide sanitary sewer service to some of our customers. These two sewer projects alone will impact 11,030 households within the City limits.

Jack Smith Creek Stormwater Wetlands Project is a water quality partnership between the city of New Bern, N.C., the North Carolina Ecosystem Enhancement Program and the North Carolina Clean Water Management Trust Fund. Its aim was to construct a stormwater wetland to capture and treat runoff from more than 1,000 acres of residential and commercial property in New Bern. The wetland helps minimize flooding and offers a chance to intercept storm water before it reached the Neuse River, less than a mile away. By using a series of adjustable weirs and culverts, the wetlands maintain necessary water depths and velocities to support vegetation and maximize water quality improvements. Each wetland cell is designed for a slightly different wetland community to encourage diversity throughout the site and improve exposure to the various treatment pathways needed to convert and remove contaminants. There are deep pools, channels, islands and densely vegetated zones, which provide mixing areas for water and a habitat for fish and wildlife.

The City of New Bern has successfully created the largest man-made wetlands in North Carolina, capable of retaining more than 5 million gal of stormwater runoff. The 51-acre site has

Attachment C

MITIGATION AND RESILIENCY PLAN REVENUES		
PHASE 1, 2, 3 MITIGATION & RESILIENCY PLAN REVENUE	MATCHING FUND SOURCE	AWARDED
PHASE 1 - \$25,000 (Funded)	NATIONAL TRUST	\$10,000.00
	WELLS FARGO	\$15,000.00
PHASE 2 - \$45,000 (\$20,000 Funded)	DUKE ENERGY	\$20,000.00
	EEG PROGRAM	PENDING (\$25,000)
PHASE 3 - \$45,000	EEG PROGRAM	PENDING (\$45,000)
TOTAL \$115,000		\$45,000
MITIGATION AND RESILIENCY PLAN EXPENSES		
CATEGORY	LINE ITEM/ DESCRIPTION	BUDGETED
Personnel	1101 Salaries	\$115,000.00 - FUNDED
Project Materials	4201 Cost of Supplies	\$6,000.00 - FUNDED
Printing Costs	4202 Printing Costs	\$4100.00 - FUNDED
Mitigation & Resiliency Consultant	5205 Mitigation Plan	\$115,000.00 -- Partly Funded

The budget narrative is for the \$70,000.00 grant request for approximately half of PHASE 2 AND ALL OF PHASE 3 requested from the North Carolina Department of Justice Environmental Enhancement Grant. Our proposal totals \$115,000.00 to hire a Hazard Mitigation and Resiliency Consulting Firm that will organize and assess the City's assets and vulnerabilities and develop a plan to mitigate and achieve resiliency for the City of New Bern. To date, through applications to Duke Energy Foundation, Wells Fargo Foundation, and the National Trust for Historic Preservation, the City has raised \$45,000 to fully fund Phase 1 and partially fund Phase 2. We ask the EEG to fund the remaining portion of Phase 2 as well as the Third Phase of the resiliency planning process, the total of which will be \$70,000.00. The combined phases will allow the City to foster a plan that will mitigate heavy rains, flooding caused by extreme weather events such as hurricanes and sea level rise.

The narrative below details the amounts, codes and information used to arrive at our budgeted amounts. The City of New Bern's Economic Development Staff has completed or will complete the majority of the mapping and listings of hazards and vulnerabilities as were documented in the aftermath of Hurricane Florence. Development Services Staff, including the Director of Development Services, the Economic and Community Development Manager and the GIS Manager along with the hired mitigation consulting firm will comprise the Hazard Mitigation and Resiliency Planning Team for the City of New Bern.

Administration (Code 1000) Subcategory Administrative Fee

1101-1103 will be used for administering the DOJ grant including submitting quarterly reimbursement requests, managing Mitigation Planning Team, and disbursing reimbursements and accounting and fiscal oversight. The total cost is \$115,000 based on salary and benefits. – Already funded and zero cost to EEG.

Project Materials (Code 4000) Printing

4201 Cost of Supplies \$6,000-zero cost to EEG.

4202 Printing Costs for Stakeholders/Prospective Mitigation Team information \$4100 – zero cost to EEG.

Administrative, Professional Services (code 5000)

5205 Will be used for Phase One, Two, and Three conducted by a consultant. The Total Cost for Mitigation & Resiliency Consultant Expert Team is \$115,000.00. The total ask to EEG is \$70,000.00.

Transportation (6000), Subcategory Mileage

6110 Mileage used for mileage and other travel expenses incurred. Cost is based on actual mileage logged or estimated using the federal mileage rate. The total cost is \$5,000.00 -not charged to EEG.

Total Project Budget: \$115,000.00

Total Expenses for EEG Budget: \$240,100.00

Amount Raised from The City of New Bern: \$45,000.00

Total Ask for EEG: \$70,000.00- will allow New Bern to fully fund a Mitigation Specialist Expert/Consulting Firm.

Attachment D

Notice of Conditions

- I. The following are conditions precedent to the disbursement by the NCAG of any Grant Funds to Grantees at any time under the Environmental Enhancement Fund Grant Program. The NCAG will not disburse any funds under the MOU until Grantee shall provide the NCAG with documentation describing the following:**
- A. Grantee has been determined to be a tax-exempt organization by the U.S. Internal Revenue Service
 - (1) Grantee shall submit a copy of the IRS determination letter confirming Grantee's tax-exempt status;
 - B. Grantee is a non-profit corporate entity recognized by the State of North Carolina.
 - (1) Grantee shall submit a copy of the Articles of Incorporation and Bylaws of the Grantee, together with any amendments thereto, or such other organizational documents as the NCAG deems necessary to verify that the Grantee is a non-profit corporation whose primary purpose is to promote the research, study, protection and/or conservation of natural, recreational, or historic resources, plant and animal life thereon and lands with significant open space, scenic, natural, cultural, recreational and historic values, and;
 - (2) Grantee shall submit a copy of the Certificate of Existence issued by the Office of the Secretary of State of North Carolina;
 - C. Grantee's designees have the authority to bind Grantee as to the knowledge of the procedures contained herein.
 - (1) Grantee shall submit a certified copy of corporate resolutions authorizing the officers of the Grantee to execute and complete the Project as described in this Understanding;
 - D. Grantee has a written conflict of interest policy.
 - (1) Grantee shall submit a copy of Grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of Grant funds and shall include actions to be taken by Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.
 - E. Grantee has adequate insurance coverage.
 - (1) Grantee shall maintain, at its own cost, adequate insurance coverage as described in Attachment A.
 - F. Proof of the availability of matching funds, if required by the NCAG for Grant approval.

- (1) Grantee shall provide reasonable documentation of the availability of matching funds, to the determination of the NCAG.
- G. Timeliness of Submission of Quarterly Reports to the NCAG.
 - (1) Grantee shall be timely in the submission of all reports as described in Attachment F of the Memorandum of Understanding.
- II. The NCAG shall make the sole and final determination as to the sufficiency to which the Grantee has met the above conditions precedent.
- III. Grantee has the duty to inform the NCAG of any changes to the above conditions which may occur during the MOU's distribution period.

Attachment E

Grant Fund Disbursement Procedure

Grantee acknowledges that all funds paid to Grantee as shall be disbursed by Trustee under the direction of the NCAG upon the submission and approval of an electronic request for disbursement, submitted by Grantee with supporting documentation, in conformance with the Projected Budget materials, Attachment C. Upon review and approval, the NCAG shall direct the Trustee to pay Grantee for all expenditures incurred by Grantee in the completion of the Project. The NCAG shall not disburse funds to Grantee unless the request for reimbursement complies with the following:

- I. Request for Reimbursement
 - A. Grantee may submit requests for reimbursement monthly by email to EEG@ncdoj.gov. Requests shall be in spreadsheet form in a Microsoft Excel compatible format.
 - B. Supporting documents shall accompany each reimbursement request in PDF.
 - C. Requests made after the 15th of the month can be reimbursed no sooner than the end of the following month.
 - D. Upon the NCAG's determination, the NCAG shall direct the Trustee to disburse Grant Funds to Grantee. The NCAG retains the sole and final discretion as to the disbursement's amount and manner.
 - E. If the NCAG determines that some or all of a request for reimbursement should not be paid, the NCAG shall provide notice to the Grantee of the determination and the reasons for the determination. The Grantee may request a new determination by the NCAG and may submit additional supporting materials. Any decision to provide a new determination or any consideration of additional supporting materials is within the sole discretion of the NCAG.
 - F. Upon disbursement by the Trustee to Grantee, Grantee has full control and interest in the money paid.
- II. Projected Budget
 - A. Expenditure Compliance
 - (1) All expenditures described in the request for reimbursement shall conform with the projected budget materials contained in Attachment C.
 - (2) All expenditures described in the request for reimbursement shall be related to the Grant Project.
 - B. Modifications
 - (1) Grantee shall submit requests for modification of the Projected Budget to the NCAG in writing within 30 days of the anticipated date that the additional funds would be expended by Grantee.

- (2) Grantee shall submit a request for modification of the Projected Budget for all changes in the projected line item budget for any which totals the lesser of \$2,500 or 25% of the line item amount.
- C. Reserve Fund
 - (1) A minimum of 10% of the total grant award shall be allocated into a reserve fund. -
- III. Reasonability of Expenditures
 - A. All expenditures contained in the request for reimbursement must be reasonable.
 - B. The NCAG solely shall have discretion to determinate an expenditure's reasonability.
- IV. Supporting Materials
 - A. Each expenditure shall be accompanied with appropriate supporting materials, which shall include invoices, receipts, or other materials.
 - B. Supporting documentation for professional services shall include the professional's name, an hourly salary rate, and an itemized list of services provided to Grantee.
 - C. Supporting documentation for labor may be calculated at a percentage of work completed or hourly.
 - D. Meals and travel are reimbursed at the State of NC rate or the actual cost, whichever is lower. Any meal reimbursement must include the names of the individuals eating and the location, date, and time of the meal. If the NCAG determines, at its own discretion, that the supporting materials for a food or travel reimbursement are insufficient, the NCAG may choose to exclude those expenses and ask the Grantee to resubmit its request for the next reimbursement period.
- V. Final Payment Upon Completion
 - A. The Grantee acknowledges that a sum equal to ten percent (10%) of the total amount of the Grant Funds will not be disbursed until the completion of the Grant Project, including the Grantee's submission to the NCAG of a final report on the Project.
- VI. Approval of Budget Modifications
 - A. All requests for modification of the materials contained in, Attachment C, including the line item budget and budget narrative must be submitted in writing.
 - B. The NCAG solely shall have the discretion to approve any requests to modify Grantee's projected budget.

This Memorandum is intended to describe the administration and disbursement procedure related to the Project described in Attachment B for the duration described in the Memorandum. The NCAG has no obligation to seek additional funds, approve future grant requests or provide other support to the Grantee, except as herein provided.

Attachment F

Grantee Reporting

Grantee's full and timely compliance with this Attachment is a Condition Precedent to Disbursement as described in Attachment D. Grantee shall fully and timely submit the following to the NCAG:

I. Quarterly Reports

- A. Grantee shall send a quarterly report to the NCAG on the first day of January, April, July and October of each year until the Project is completed or the NCAG determines that the Grantee will fail to complete the Project. No reimbursement requests will be reviewed or submitted for payment unless there is a quarterly report for the most recent quarter.
- B. Requirements
 - (1) Total Expenditures to Date
 - (2) Estimated Date of Project Completion
 - (3) Estimated Overruns/Underruns
 - (4) Summary of Project Activities Completed to Date

II. Final Report

- A. Grantee shall submit a final report detailing the work completed by Grantee for the duration of the Grant period. This report should include, as relevant, a narrative of work completed, an estimate of environmental impact, applicable benchmarks and whether they were met, multimedia documentation, a final accounting of all EEG monies spent, and any other reasonably relevant materials, as determined by the NCAG, necessary to document the completeness of the project. The 10% reserve fund shall not be reimbursed to the Grantee until the final report is received and approved.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Ordinance to Amend Article III, City Water & Sewerage Systems, of Chapter 74
“Utilities” of the Code of Ordinances of the City of New Bern

Date of Meeting: 3/24/2020	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:	Amendment to existing ordinance to allow the master water metering for certain multi-unit residential and commercial development
Actions Needed by Board:	Adopt Ordinance to Amend Article III, City Water & Sewerage Systems, of Chapter 74 “Utilities” of the Code of Ordinances of the City of New Bern
Backup Attached:	Memo from Jordan Hughes, “redline” of proposed changes and draft resolution for approving the Amendment.

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

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: March 11, 2020

SUBJECT: Recommendation to Amend Article III, City Water & Sewerage Systems, of Chapter 74 "Utilities" of the Code of Ordinances of the City of New Bern

Background Information:

In 1999, the City of New Bern revised Chapter 74 of the Code of Ordinances of the City of New Bern to specifically prohibit the use of master water meters for multi-tenant residential and commercial establishments. However, recent trends from commercial and multi-family developments indicate a strong desire to have the ability to master meter the water service for these facilities as an option. In doing some comparative research across the State, I found that New Bern is likely one of the very few water systems that currently prohibits master metering and in certain situations has created a hardship for new development.

City staff have recently reviewed the current ordinance, finding several revisions that can be implemented in order to provide the option for master water metering in certain situations. Once the first draft of the revised ordinance was completed, the draft was submitted to a group of local "stakeholders" for review and comment. This stakeholder group consisted of developers, home builders, utility contractors and engineers who collectively represented a broad range of the local development community. Feedback from the stakeholders group was incorporated into the final draft of revisions.

Recommendation:

In order to better align the City's master metering ordinance with the needs of the development community, staff is recommending that the Board of Aldermen adopt the enclosed ordinance to amend Article III, City Water & Sewerage Systems, of Chapter 74 "Utilities" of the Code of Ordinances of the City of New Bern.

Attached please find a "red-line" copy of the proposed revisions and a draft resolution for adopting the revisions to Chapter 74 "Utilities" of the Code of Ordinances of the City of New Bern.

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

AN ORDINANCE TO AMEND ARTICLE III. CITY WATER AND SEWERAGE SYSTEMS OF CHAPTER 74 "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect certain revisions to Article III. "City Water and Sewerage Systems" of Chapter 74 "Utilities" of the Code of Ordinances of the City of New Bern as provided herein.

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

SECTION 1. That Article III. "City Water and Sewerage Systems" of Chapter 74 "Utilities" of the Code of Ordinance of the City of New Bern be and the same is hereby amended by deleting Section 74-71 in its entirety and inserting in its stead the following:

"Sec. 74-71. Maintenance of water meters.

- (a) All water meters, except such as are required to be furnished by particular users of water, shall be kept in good repair and working order by the city at the expense of the city. Water meters furnished by particular users of water shall be kept in good repair and working order by the city, but the expense thereof shall be borne by such users.
- (b) Notwithstanding the above, submeters installed in a master metered facility shall be maintained by the owner of the facility."

SECTION 2. That Article III. "City Water and Sewerage Systems" of Chapter 74 "Utilities" of the Code of Ordinance of the City of New Bern be and the same is hereby amended by deleting Section 74-72 in its entirety and inserting in its stead the following:

"Sec. 74-72. - Unlawful use of city water.

- (a) It shall be unlawful for any consumer to supply or sell water from the city water system to other persons, nor shall any person take or carry away water from any hydrant, water fountain or other such outlet without specific permission from the city.
- (b) Notwithstanding the above, the owner of a master metered facility may install a submeter in each building or unit owned and operated by it, for the purpose of collecting a proportionate share of the water and sewer charges billed by the city to the owner of the facility. The rates charged to the tenants by the owner shall be set by the North Carolina Utilities Commission (NCUC) as outlined in Chapter 18 of the NCUC Rules. Copies of the rates and any subsequent rate increases shall be supplied to the city engineer within 30 days of approval by the NCUC.

The owner/manager of the master metered facility may not discontinue/disconnect the water or sewer service of any tenant for nonpayment of the water and sewer portion of the tenant's rental charges. If permitted by state law, the owner would retain the right of eviction for nonpayment of water and sewer charges.

The entity which has contracted with the city to provide water and sewer service shall still be responsible for payment of the amount billed through the master meter, regardless of the provisions of this section.”

SECTION 3. That Article III. “City Water and Sewerage Systems” of Chapter 74 “Utilities” of the Code of Ordinance of the City of New Bern be and the same is hereby amended by deleting Section 74-93 in its entirety and inserting in its stead the following:

“Sec. 74-93. – Separate connections required; exception.

- (a) Except as herein otherwise provided, there shall be a separate tap and connection with the water pipe of the city, and a separate service pipe, tap and meter for each house or structure, and no service connection shall be used to supply water to more than one house, structure or building.
- (b) At the request of the property owner, a master water meter for a facility will be permitted to serve more than one unit or building of the following categories:
 - (1) Apartment Complexes.
 - (2) Motels, hotels.
 - (3) Hospitals.
 - (4) Warehouses, industrial buildings (under one ownership and engaged in one business only).
 - (5) Schools.
 - (6) Shopping centers.
 - (7) Religious facilities.
 - (8) Homes for the ill or aged, including rest and convalescent homes.
 - (9) Accessory dwelling units such as garage apartments and non-dwelling units wherein the lot on which the primary residence and the accessory unit are situated cannot reasonably be further subdivided.
- (c) A master water meter, will be permitted to serve the above category of buildings meeting the following minimum requirements:

- (1) The building to be served shall be in compliance with local building code and development ordinances.
- (2) The building permit and plat shall show a single owner and shall indicate the building or complex of buildings to be constructed on a single lot.
- (3) Should a building or unit within a master metered facility be subdivided and conveyed to a new owner, the city shall require a separate water connection and meter from the subdivided unit or building to the city water main in the street or city owned utility easement.”

SECTION 4. Any ordinances or resolutions in conflict with this ordinance are hereby repealed. This Ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 24th DAY OF MARCH, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Sec. 74-71. Maintenance of water meters.

- (a) All water meters, except such as are required to be furnished by particular users of water, shall be kept in good repair and working order by the city at the expense of the city. Water meters furnished by particular users of water shall be kept in good repair and working order by the city, but the expense thereof shall be borne by such users.
- (b) Notwithstanding the above, submeters installed in a master metered apartment complex facility shall be maintained by the owner of the apartment complex facility. ~~A master metered apartment complex is defined as a complex which has been authorized to be master metered by the city water and sewer department before master meters were outlawed by the city on or before January 1, 1999.~~

Sec. 74-72. - Unlawful use of city water.

- (a) It shall be unlawful for any consumer to supply or sell water from the city water system to other persons, nor shall any person take or carry away water from any hydrant, water fountain or other such outlet without specific permission from the city.
- (b) Notwithstanding the above, the owner of a master metered apartment complexes facility may install a submeter in each apartment building or unit owned and operated by it, for the purpose of collecting a proportionate share of the water and sewer charges billed by the city to the owner of the apartment complex facility. The rates charged to the tenants by the owner shall be set by the North Carolina Utilities Commission (NCUC) as outlined in Chapter 18 of the NCUC Rules. Copies of the rates and any subsequent rate increases shall be supplied to the city engineer within 30 days of approval by the NCUC.

The owner/manager of the master metered apartment complex facility may not discontinue/disconnect the water or sewer service of any tenant for nonpayment of the water and sewer portion of the tenant's rental charges. If permitted by state law, the owner would retain the right of eviction for nonpayment of water and sewer charges.

The entity which has contracted with the city to provide water and sewer service shall still be responsible for payment of the amount billed through the master meter, regardless of the provisions of this section.

- ~~(c) Nothing herein contained shall require the city to permit the developer of an apartment complex to install a master meter with submeters in connection with any such complex constructed after the effective date of the ordinance from which this section derives.~~

Sec. 74-93. – Separate connections required; ~~expection~~exception.

~~Each house or building abutting any water or sewer main and requiring a water or sewer connection shall be separately and independently connected, except in those cases where laterals have already been laid in macadam or improved streets from such main, provisions being made for the house or building, in which case the connection may be made to an existing lateral. If the house or building is on a macadam or improved street where laterals have not been laid, the connection may be made to any convenient lateral. When two or more houses or units are connected with the same water lateral, a separate meter shall be provided for each such house or unit.~~

- (a) Except as herein otherwise provided, there shall be a separate tap and connection with the water pipe of the city, and a separate service pipe, tap and meter for each house or structure, and no service connection shall be used to supply water to more than one house, structure or building.
- (b) At the request of the property owner, a master water meter for a facility will be permitted to serve more than one unit or building of the following categories:
 - (1) Apartment Complexes
 - (2) Motels, hotels.
 - (3) Hospitals.
 - (4) Warehouses, industrial buildings (under one ownership and engaged in one business only).
 - (5) Schools.
 - (6) Shopping centers.
 - (7) Religious facilities.
 - (8) Homes for the ill or aged, including rest and convalescent homes.
 - (9) Accessory dwelling units such as garage apartments and non-dwelling units wherein the lot on which the primary residence and the accessory unit are situated cannot reasonably be further subdivided.
- (d) A master water meter, will be permitted to serve the above category of buildings meeting the following minimum requirements:
 - (1) The building to be served shall be in compliance with local building code and develoment ordinances.
 - (2) The building permit and plat shall show a single owner and shall indicate the building or complex of buildings to be constructed on a single lot.
 - (3) Should a building or unit within a master metered facility be subdivided and conveyed to a new owner, the city shall require a separate water connection and

meter from the subdivided unit or building to the city water main in the street or city owned utility easement.

Aldermen

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



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

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk *BBB*
DATE: February 28, 2020
SUBJECT: Appointment to Appearance Commission

Joseph Cannon's term on the Appearance Commission has expired, and he is not interested in reappointment. Foster Hughes, Director of Parks and Recreation, has the name of someone who has expressed interest in serving on this commission. Please reach out to Mr. Hughes for additional information, if desired.

Terms on the Appearance Commission are three years. When possible, appointees should have special training or experience in a design field, such as architecture, landscape design, horticulture, city planning, or a closely-related field.

/beb