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

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

Consent Agenda

- 3. Consider Adopting a Resolution to Close Specific Streets for the Tryon Palace Holiday Cheer Celebration.
- 4. Consider Adopting a Resolution to Close Specific Streets for the Shriners Annual Winter Ceremonial Parade.
- 5. Consider Adopting a Resolution to Close Portions of Middle and Pollock Streets for Black Friday Weekend and Christmas Weekend for the Operation of Street Cafes.
- 6. Approve Minutes.

- 7. Consider Adopting a Resolution Approving the Electronic Records and Imaging Policy and Procedures.
- 8. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Alicia Shirley Campbell, and the City of New Bern for 703 Bern Street.
- 9. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Michael Anthony Chance Drew and spouse, Daniele Shawnae Brooks, and the City of New Bern for 1022 N. Bern Street.
- 10. Consider Adopting a Resolution Approving a Deed of Easement and a Temporary Construction Easement with the Housing Authority of the City of New Bern, N.C.
- 11. Consider Adopting a Resolution Approving a Memorandum of Understanding with the Craven County Board of Commissioners for the 2020 Byrne Justice Assistance Grant.

- 12. Consider Adopting a Resolution Approving a Master Services Agreement with Pike Engineering, LLC for Engineering Services for NCDOT Related Projects and Authorizing the Execution of the Following Requests for Services:
 - Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
 - Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-5777C (US 70 Thurman Rd to Havelock By-pass);
 - c. Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-1015 (Havelock By-pass);
 - d. Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-4463A (NC 43 Connector);
 - e. Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5593 (MLK Roundabout);
 - f. Engineering Services for Relocation of Fiber Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
 - g. Engineering Services for Relocation of Fiber Utilities as Related to NCDOT Project R-1015 (Havelock By-pass).
- 13. Appointment(s).
- 14. Attorney's Report.
- 15. City Manager's Report.
- 16. New Business.
- 17. Closed Session.
- 18. 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

Date:

November 19, 2020

Re:

November 24, 2020 Agenda Explanations

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

Consent Agenda

3. Consider Adopting a Resolution to Close Specific Streets for the Tryon Palace Holiday Cheer Celebration.

(Ward 1) Tryon Palace will hold a Holiday Cheer Celebration on December 12th and 19th. They have requested to close the 600 block of Pollock Street, 300 block of George Street, and South Front Street in the area of Palace Point Commons from 2 p.m. until 11 p.m. on both dates. A memo from Foster Hughes, Director of Parks and Recreation, is attached.

4. Consider Adopting a Resolution to Close Specific Streets for the Shriners Annual Winter Ceremonial Parade.

(Ward 1) On behalf of the Sudan Shriners, Sharon Evans has requested the 400-800 blocks of George Street, 400-600 blocks of Broad Street, and the 200-300 blocks of Middle Street be closed to vehicular traffic on January 23, 2021 from 10 a.m. until 2 p.m. for the Shriners' Annual Winter Ceremonial Parade. It was also requested that the south side lane of Broad Street be closed to parking from 12 a.m. until the conclusion of the parade. While approval of the street closures may be granted, the request is pending the NC Governor's Executive Order and the NC Department of Health and Human Services' guidelines at the time of the event. A memo from Mr. Hughes is attached.

5. Consider Adopting a Resolution to Close Portions of Middle and Pollock Streets for Black Friday Weekend and Christmas Weekend for the Operation of Street Cafes.

(Ward 1) The Board has previously adopted resolutions allowing the closure of downtown streets for the purpose of accommodating street cafes. Swiss Bear has made a new request for the 200-300 blocks of Middle and 300 block of Pollock Streets to be closed at 5 p.m. on Thursday, November 26, 2020 (Thanksgiving Day) through Friday, November 27, 2020 at 5 p.m. ("Black Friday") and Friday, December 25, 2020 (Christmas Day) through Sunday, December 27, 2020 at 11 p.m. (Christmas weekend) for the purpose of operating street cafes. A memo from Mr. Hughes is attached.

6. Approve Minutes.

Minutes from the November 10, 2020 meeting are attached for review and approval.

7. Consider Adopting a Resolution Approving the Electronic Records and Imaging Policy and Procedures.

The City follows NC statutes with respect to the retention of public records, and it regularly adopts the latest General Records Retention and Disposition Schedule provided by the NC Office of State Archives. The proposed electronic records and imaging policy establishes procedures for maintaining electronic records, converting original paper documents to an electronic document, and destroying the original documents after conversion. The policy, which has been reviewed and approved by the States Archives Office, will allow staff to utilize document management systems to store records. This process not only requires less space to physically maintain documents, but makes locating and retrieving documents easier and more efficient. A memo from Brenda Blanco, City Clerk, is attached.

8. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Alicia Shirley Campbell, and the City of New Bern for 703 Bern Street.

(Ward 1) The City conveyed the property at 703 Bern Street to Habitat for Humanity in March of 2016 for the purpose of developing affordable housing for low and moderate-income families. Habitat has subsequently constructed a home on the property and intends to transfer the home to a buyer. By executing a deed to transfer ownership to the buyer, the City will release any rights retained under the Transfer and Reversion Agreement between it and Habitat. A memo from Scott Davis, City Attorney, is attached.

9. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Michael Anthony Chance Drew and spouse, Daniele Shawnae Brooks, and the City of New Bern for 1022 N. Bern Street.

(Ward 1) Similar to the previous item, the City conveyed the property at 1022 N. Bern Street to Habitat for Humanity in March of 2016 for the purpose of developing affordable housing for low and moderate-income families. Habitat has subsequently constructed a

home on the property and intends to transfer the home to a buyer. Byy executing a deed to transfer ownership to the buyer, the City will release any rights retained under the Transfer and Reversion Agreement between it and Habitat. A memo from Scott Davis, City Attorney, is attached.

10. Consider Adopting a Resolution Approving a Deed of Easement and a Temporary Construction Easement with the Housing Authority of the City of New Bern, N.C.

(Ward 3) A section of the new 12" force main for Phase III of the Township No. 7 Sewer Improvements Project will need to be routed through the southern portion of the Trent Court property. This will necessitate a permanent utility easement as well as a temporary construction easement. The New Bern Housing Authority has approved and executed the easements, which now need to be approved and executed by the City. A memo from Jordan Hughes, City Engineer, is attached.

11. Consider Adopting a Resolution Approving a Memorandum of Understanding with the Craven County Board of Commissioners for the 2020 Byrne Justice Assistance Grant.

The New Bern Police Department applied for and received \$10,754 in grant funds from the FY2020 Edward Byrne Memorial Justice Assistance Grant ("JAG"), which requires no match. The grant was a joint application with Craven County, and the Craven County Commissioners have approved a Memorandum of Understanding ("MOU") regarding the use of the funds. Grant funds will be utilized to purchase a Police K9, rifle and optics to assist with investigating illegal drug activities. A memo from Police Chief Toussaint Summers is attached.

- 12. Consider Adopting a Resolution Approving a Master Services Agreement with Pike Engineering, LLC for Engineering Services for NCDOT Related Projects and Authorizing the Execution of the Following Requests for Services:
 - a) Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
 - b) Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-5777C (US 70 Thurman Rd to Havelock By-pass);
 - c) Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-1015 (Havelock By-pass);
 - d) Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-4463A (NC 43 Connector);
 - e) Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5593 (MLK Roundabout);
 - f) Engineering Services for Relocation of Fiber Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
 - g) Engineering Services for Relocation of Fiber Utilities as Related to NCDOT Project R-1015 (Havelock By-pass).

As the Board is aware, there are several NCDOT projects that will require the City's relocation of utilities to facilitate construction of the projects. Staff sought bids for engineering, design and project coordination, and Pike Engineering was the only

firm to respond. It is requested that a Master Service Agreement be approved and that Requests for Services be executed to initiate the work for each of the above projects. The attached memo from Charles Bauschard, Director of Public Utilities, provides cost estimates for each of the projects. All the electric utility relocations are reimbursable by NCDOT. The fiber relocation is not reimbursable through NCDOT, but the City will seek reimbursement from Craven County and/or the City of Havelock.

13. Appointment(s).

- a) On June 11, 2019, Mayor Outlaw appointed Martha "Molly" Ingram to the Appearance Commission. Ms. Ingram recently resigned from her seat, as she will be relocating to another state in November. Mayor Outlaw is asked to make a new appointment to serve the remainder of Ms. Ingram's term.
- b) Diann Bucher resigned from her position on the New Bern-Craven County Library Board. An appointment is needed to fill the remainder of her term, which expires in December 2021.
- c) Shelley Maloy was appointed to serve out a term on the New Bern-Craven County Library Board that will expire in December 2020. Consideration should be given to reappointing Ms. Maloy to a full term or making a new appointment to fill this seat.
- 14. Attorney's Report.
- 15. City Manager's Report.
- 16. New Business.
- 17. Closed Session.
- 18. Adjourn.

AGENDA ITEM COVER SHEET

Agenda	Item	Title :
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Consider Adopting a Resolution to close streets for Tryon Palace Holiday Cheer Celebration.

Date of Meeting: 11/24/2020		Ward # if applicable: Ward 1
Department: Parks & Recreation		Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing: □Yes⊠No		Date of Public Hearing:
Explanation of Item:	Tryon Palace has made a request to close the following streets to vehicle traffic from 2:00 pm until 11:00 pm on Saturday, December 12th and 19th, 2020: 600 block of Pollock Street and the 300 block of George Street. A blockage of South Front Street at Palace Point Commons and the portion of South Front Street behind Tryon Palace South Lawn be closed to vehicle/pedestrian traffic from 2:00 pm until 11:00 pm for fireworks. The request for street closure is pending the NC Governor's Executive Order and NCDHHS guidelines at the time of the event.	
Actions Needed by Board:	Adopt the Resolution	
Backup Attached:	Resolution – Memo – Application – Map - Petition	
Is item time sensitive?	∃Yes ⊠No	
Will there be advocates/opponents at the meeting? □Yes ☒ No		
Cost of Agenda Item:		
If this requires an expenditure, has it been budgeted and are funds available		
and certified by the Finance Director? Yes No		

Additional Notes:



Aldermen

Sabrina Bengel Jameesha Harris Bobby Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham ramity, Juness and Jun come together nere.

Foster Hughes, CPRE Director of Parks & Recreation



Dana E. Outlaw Mayor

Mark A. Stephens City Manager

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE

Director of Parks and Recreation

Request to close the 600 block of Pollock Street and the 300 block of George

Street to vehicle traffic for Tryon Palace Holiday Cheer Celebration.

Background Information:

Re:

Susan Briley, with Tryon Palace has requested to close the 600 block of Pollock Street and the 300 block of George Street to vehicle traffic for Tryon Palace Holiday Cheer Celebration to be held 2:00 p.m. until 11:00 p.m., and a blockage of South Front Street at Palace Point Commons behind Tryon Palace South Lawn be closed to vehicle and pedestrian traffic from 2:00 p.m. until 11:00 p.m. for fireworks on Saturday, December 12th and 19th, 2020.

Recommendation:

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

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

RESOLUTION

THAT WHEREAS, Tryon Palace has scheduled a Holiday Cheer Celebration and requested that the 600 block of Pollock Street and the 300 block of George Street be closed to vehicular traffic from 2:00 p.m. until 11:00 p.m. on December 12, 2020 and December 19, 2020; and

WHEREAS, it was also requested that the portion of South Front Street behind the palace lawn, known as Palace Point Commons, be closed to vehicular and pedestrian traffic from 2:00 p.m. until 11:00 p.m. for fireworks on the aforesaid dates; and

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

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

THAT the 600 block of Pollock and 300 block of George Streets be closed to vehicular traffic from 2:00 p.m. until 11:00 p.m. on Saturday, December 12, 2020 and Saturday December 19, 2020 for Tryon Palace's Holiday Cheer Celebration; and

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

ADOTED THIS 24TH DAY OF NOVEMBER 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CITY OF NEW BERN

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

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

<u>Festival</u> – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event. <u>Parade</u> – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.

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

Name of Event/Activity: Holiday Cheer			
Organization Name: Tryon Palace			
Responsible Contact: Susan Briley			
Address: 529 S. Front St.			
City: New Bern State: NC Zip code: 28562			
Phone: 252-639-3584 Alternate Phone: 252-670-1101			
Email: susan.briley@ncdcr.gov			
Type of Event: □Demonstration ■Festival □Parade			
Date of Event: Dec. 12 and 19, 2020 Proposed Rain Date: n/a			
Event Set up time: 2:00 pm Event Tear Down Completed Time: 11:00 pm			
Event Floor Time: 4:00 pm			
What is the specific location and/or route of the proposed event? (Attach additional information if needed)	- Same X FOR - FIREWORK		
Palace grounds and 300 block of George St and 600 block of Pollock St.	Same		
There will be fireworks from the South Lawn of the Palace. So the horseshoe on Palace Point Commons also needs to be closed	- CO-WURKS		
to traffic. See attached aerial map.	- AKC		
A least to describe proposed route as well as a specific list of streets is required. The specific location of the Public Assembly			
must include the aerial overview with location marked. Festivals/Events require detailed aerial map with complete layout.			
What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)			
Our annual holiday events to fundraise and promote the Palace. Includes holiday tours of the Palace and performances on the	_		
street as well as fireworks on the South Lawn of the Palace.			
The majority of guests will be inside our property. All tents are inside gates and none are on the street.			
1 4500			
Estimated at the standard is expected 1) Proof of Crowd Manager Training Certification is required. Training is available			
1 to the district of the supering gov/departments/fire department/crowd manager training.pnp 2/ rubit sujety rubits			
required. Information must be submitted with application. For additional into, please contact the Fire Walshall at 252 555 2552.			
Tents # 3 Sizes 40x80,20x40,20x20 Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.			
How will you handle trash generated from the event?			
We are requesting # 0 trash cans.			
■We will provide our own bags & dispose of any trash generated ourselves.			
☐ We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service,			
including the cost of labor, and materials (bags, etc.) used.			

Are you requesting any City of New Bern Street Closures?	□No
ALE ADDITERRESTING BILL CITA OLLACA DELLI SELECT SISSELLE	
*Any street closures require approval of the Board of Aldermen. Street closures must be received <i>at</i> consideration. Street closures require barricades. A fee of \$5.00 per barricade must be paid 48 busin	less hours prior to the event.
*What Street(s) are you requesting to close? Be specific: We provide our own barricac	les.
George Street - between Broad & Pollock, Pollock Street - between Eden & Metcalf; South Front Street	et around the horseshoe behind
the Palace from the intersection of S. Front & Metcalf to the intersection of Eden and Walt Bellamy De	
the Palace from the Intersection of 3. From a Malcan of the Intersection of 5.	
Are you requesting any State Road or Bridge closures? Yes*	No
Are you requesting any State Road or Bridge closures?	
please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to	o this application.
If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devi	ces of any type, please provide a
detailed explanation of their use, purpose and number.	
Will Inflatables or other Play features be part of this event? ☐Yes ☐ No	(Additional insurance may be required)
Will Food Vendors or Commercial/Non-Profit vendors be part of this even	t? ■Yes □No
(If you answered YES, Additional Fees apply. A detailed list of all vendors is required.)	
The following items are required and must be attached at the time of Application:	et names included
☐ A detailed map — including the location, route with beginning and ending point and street	et names included.
☐ Petition of Signatures – of business/residents affected – If roads are closed.	ho cancelled:
The following items are required within two (2) business days of the event or event shall	Additional Insured"
☐ Certificate of Insurance — Listing the City of New Bern, PO Box 1129, New Bern, NC as "J	additional modera.
☐ List of all food/commercial/non-profit vendors.	
☐ Payment in full of applicable fees and charges.	the prescribed barein Lunderstand
I attest that I am authorized on behalf of this group/organization to request the permit for the activity	nol fees and charaes may be incurred.
that this application must be submitted with full details and attachments. I understand that addition Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collections.	ction, damages, etc. I further
the state of the state of the requested information within the specified timelines shall resu	it in application being defined. Tagree
to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials a	nd volunteers for any injury, illness or
damage to person or property during this activity.	Total Anticipated Charges
The following items must be submitted with Application:	Total All Colored
☐ Completed & Signed Application	Barricades: #
☐ Detailed maps of parade route and/or festival layout ☐ Petition of signatures (if road closure is requested)	\$
Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)	Total Callegations
	Trash Collection:
Susa R. Briley 11/2/2020	Ş
Authorized Signature Date	City Staff: #
All documents have been provided and this application is recommended for approval	\$
All documents have been provided in	Vendor Fees # 2+2 For 2ng
Administrative Support Supervisor Date	Vendor Fees # 20 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Administrative Support Supervisor Date	\$_70.1.10
The state of the s	Park/Facility Rental:
This application has been approved.	\$
Director of Parks & Recreation Date	Total Due: \$ 180,00
□ Have HOA's been notified? □Yes □ No Spoke with:	
Approved by Department Date: Staff Initials:	
Staff Initials: Staff Initials:	
All Paperwork collected Date: Staff Initials: Case Initials:	
All fees collected \$ Date: Staff Initials:	

Road Closures:

Security Personnel will assist in directing traffic



Road Closure Barricades



Traffic Patterns



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

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

|--|

Dates of Street Closure: Dec. 12, and Dec. 19, 2020

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

NAME	ADDRESS	SIGNATURE	PHONE
ANN MARIE HODBICK	313A GEORGE ST.	an He	510 757 4651
nancy Mans Feild	315 Garge	Filled in for Nancy	637 -1374
SHAY MONEAL CLAUDE POULIN	701 BRUAD	Coi	102)297-9516
Rachel Hall	613B:00.	Jan Se	704-604-7375
Darlawiggins	310 George St.	Darlawigg	252.631-1410
CAROL DU Pree	312 George St	Call	252-764-2718
Chris Rothey	602 P.16 Lex St		252-673-1365
Elina Kelly	605 Pollock ST	Elmy HAChy 2:	2-626-3936
Mitodgen	601 Pollock Af	MARodge	252-637-7640
Am Coxin	60x PollocicSt.	Jes W	912-239-5018
		y o	

Certificate of Completion

CROWD MANAGER TRAINING

COURSE: CROWD MANAGER TRAINING -SUPPORT STAFF

COURSE COMPLETED BY: SUSAN BRILEY

COMPANY NAME: TRYON PALACE

DATE OF COURSE COMPLETION: JULY 24, 2019

EXPIRATION DATE: 07/2022

NOTE: Crowd Manager Training is worth one hour of Pyrotechnic Operator or Proximate Audience Operator CE.



Withcarbe of Commol CROWD MANAGER TRAINING

CROWD MANAGER TRAINING - MANAGEMENT

COURSE: STAFF

COURSE COMPLETED BY: ORLANDO VENTERS

NC DEPARTMENT OF CULTURE AND NATURAL

COMPANY NAME: RESOURCES (TRYON PALACE)

DATE OF COURSE COMPLETION: JULY 25, 2019

EXPIRATION DATE: 07/2022

NOTE: Crowd Manager Training is worth one hour of Pyrotechnic Operator or Proximate Audience Operator CE.



AGENDA ITEM COVER SHEET

Agenda Item Title:Consider adopting a Resolution to close streets for Sudan Shriners Annual Winter Ceremonial

Date of Meeting: 11/24/20	020	Ward # if applicable: Ward 1
Department: Parks & Recreation		Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing:	: □Yes⊠No Date of Public Hearing:	
Explanation of Item:	Sharon Evans, with Sudan Shriners has requested to close the 400-800 blocks of George Street, 400-600 blocks of Broad Street, and the 200-300 blocks of Middle Street to vehicle traffic for Sudan Shriners Annual Winter Ceremonial Parade from 10:00 a.m. until 2:00 p.m., along with the south side (east bound lane) of Broad Street closed to parking from 12:00 a.m. until the conclusion of the parade on Saturday, January 23, 2021. The request for street closure is pending the NC Governor's Executive Order and NCDHHS guidelines at the time of the event.	
Actions Needed by Board:	Adopt the Resolution	
Backup Attached:	Resolution - Memo - Application - Map	
Is item time sensitive? □Yes ⊠No		
Will there be advocates/opponents at the meeting? Yes No		
Cost of Agenda Item:		
If this requires an expenditure, has it been budgeted and are funds available		
and certified by the Finance Director? Yes No		

Additional Notes:



Aldermen

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

Foster Hughes, CPRE Director of Parks & Recreation



Dana E. Outlaw Mayor

Mark A. Stephens
City Manager

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE The Director of Parks & Recreation

Re: Request to close certain streets to vehicle traffic for Sudan Shriners

Annual Winter Ceremonial Parade.

Background Information:

Sharon Evans, with the Sudan Shriners has requested to close the 400-800 blocks of George Street, 400-600 blocks of Broad Street, and the 200-300 blocks of Middle Street to vehicle traffic for Sudan Shriners Annual Winter Ceremonial Parade from 10:00 a.m. until 2:00 p.m., along with the south side (east bound lane) of Broad Street closed to parking from 12:00 a.m. until the conclusion of the parade on January 23, 2021. The request for street closure is pending the NC Governor's Executive Order and NCDHHS guidelines at the time of the event.

Recommendation:

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

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

RESOLUTION

THAT WHEREAS, Sudan Shriners has scheduled their Annual Winter Ceremonial Parade and has requested that specific streets be closed to vehicular traffic from 10:00 a.m. to 2:00 p.m. on Saturday, January 23, 2021, for line-up of the parade. Those streets are the 400-800 blocks of George Street, 400-600 blocks of Broad Street, and 200-300 blocks of Middle Street. Additionally, it is requested that the south side (eastbound lane) of Broad Street be closed to parking from 12:00 a.m. until the conclusion of the parade; and

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

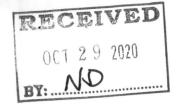
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That 400-800 blocks of George Street, 400-600 blocks of Broad Street, and 200-300 blocks of Middle Street shall be closed to vehicular traffic from 10:00 a.m. until 2:00 p.m., on January 23, 2021 for the Sudan Shriners Annual Winter Ceremonial Parade, and the south side (eastbound lane) of Broad Street shall be closed to parking from 12:00 a.m. until the parade concludes

ADOPTED THIS 24th DAY OF NOVEMBER 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



CITY OF NEW BERN

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

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

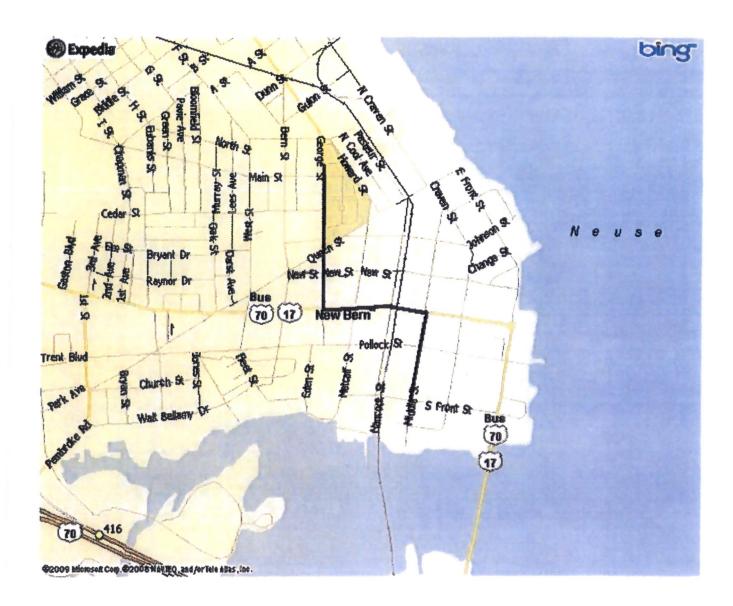
Festival - A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.

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

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

Name of Event/Activity: Shriners Parade			
Organization Name: Sudan Shriners Winter Ceremonial Parade			
Organization Hame.			
Responsible Contact: Sharon A. Evans			
Address: P. O. Box 12829			
City: New Bern State: NC Zip code: 28561			
Phone: 252-637-5197 Alternate Phone:			
Email:			
Type of Event: ☐Demonstration ☐Festival ☐Parade			
Date of Event: January 23, 2020 Proposed Rain Date:			
Event Set up time: 10:00 Event Tear Down Completed Time: 2:00			
Event Start Time: 11:00 Event End Time: 12:00			
What is the specific location and/or route of the proposed event? (Attach additional information if needed) The route will follow along George St. to Broad St., onto Middle St. and disband on S. Front St., near BB&T and the DoubleTree.			
Note: A detailed map of the proposed route as well as a specific list of streets is required. The specific location of the Public Assembly must include the aerial overview with location marked. Festivals/Events require detailed aerial map with complete layout.			
What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed) The Winter Ceremonial parade is an annual event on the 4th Sat. in January and is positive exposure and public relations for the			
Shriners and the citizens of New Bern.			
Estimated attendance: 700 ; Attendance not to exceed: 800 .			
*Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.			
Fents # Sizes Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.			
How will you handle trash generated from the event?			
We are requesting # trash cans.			
□We will provide our own bags & dispose of any trash generated ourselves.			
□We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.			
A Pit on Dec. Agenda			
to Pend Ex. oders			

Are you requesting any City of New Bern Street Closures? *Any street closures require approval of the Board of Aldermen. Street closures must be received at least 60 days in advance for consideration. Street closures require barricades. A fee of \$5.00 per barricade must be paid 48 business hours prior to the event. *What Street(s) are you requesting to close? Be specific: George St., Broad St. and Middle Street			
Are you requesting any State Road or Bridge closures? Yes* *If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached if this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devidetailed explanation of their use, purpose and number.	to this application.		
Will Inflatables or other Play features be part of this event? □Yes ■ No Will Food Vendors or Commercial/Non-Profit vendors be part of this even (If you answered YES, Additional Fees apply. A detailed list of all vendors is required.) The following items are required and must be attached at the time of Application: ■ A detailed map – including the location, route with beginning and ending point and stree. □ Petition of Signatures – of business/residents affected – If roads are closed. The following items are required within two (2) business days of the event or event shall. ■ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "A □ List of all food/commercial/non-profit vendors. □ Payment in full of applicable fees and charges.	et names included.		
I attest that I am authorized on behalf of this group/organization to request the permit for the activit that this application must be submitted with full details and attachments. I understand that addition Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collect understand that failure to provide the requested information within the specified timelines shall result to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and damage to person or property during this activity. The following items must be submitted with Application: Completed & Signed Application	ties prescribed herein. I understand had fees and charges may be incurred. Action, damages, etc. I further lit in application being denied. I agree and volunteers for any injury, illness or		
☐ Detailed maps of parade route and/or festival layout ☐ Petition of signatures (if road closure is requested) ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)	Sarricades: # \$ Trash Collection:		
Authorized Signature Date	\$ City Staff: #		
All documents have been provided and this application is recommended for approval Variable Var	\$ Vendor Fees # \$ Park/Facility Rental:		
This application has been approved. Director of Parks & Recreation Date	\$ Total Due: \$		
 Have HOA's been notified?	☐ Yes ☐ No Updated 6-3-2019		



Sudan Shriners

Parade Map

AGENDA ITEM COVER SHEET

Agenda It	em Title:
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Consider adopting a Resolution to temporarily close portions of Middle Street and Pollock Street to vehicular traffic.

Date of Meeting: 11/24/20	020	Ward # if applicable: Ward 1
Department: Parks & Recreation		Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing:
Explanation of Item:	Swiss Bear has made a new request for additional downtown street closures to allow for the operation of street cafes pursuant to city code Section 66-71, on the 200/300 block of Middle and 300 block of Pollock streets on the following dates: • Thursday, November 26 at 5:00 p.m. through Friday, November 27, 202 at 5:00 p.m.: and • Friday, December 25 at 5:00 p.m. through Sunday, December 27, 2020 at 11:00 p.m.	
Actions Needed by Board:	Adopt the Resolution	
Backup Attached:	Resolution – Memo	
Is item time sensitive? ⊠Yes □No Will there be advocates/opponents at the meeting? □Yes ☒ No		
Cost of Agenda Item: If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? Yes No		

Additional Notes:



Aldermen

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

Family, fitness and fun come together here.

Foster Hughes, CPRE Director of Parks & Recreation



Dana E. Outlaw Mayor

Mark A. Stephens City Manager

Memo To: Mayor and Board of Aldermen

Foster Hughes, CPRE From:

Director of Parks and Recreation

Re: **Downtown Street Closure Request**

Date: November 13, 2020

Background Information:

Swiss Bear has made an additional request for downtown street closures to allow for the operation of street cafes pursuant to city code Section 66-71, on the 200/300 block of Middle and 300 block of Pollock streets on the following dates:

- Thursday, November 26 at 5:00 p.m. through Friday, November 27, 202 at 5:00 p.m.: and
- Friday, December 25 at 5:00 p.m. through Sunday, December 27, 2020 at 11:00 p.m.

Recommendation:

Approve the resolution

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to close certain portions of Middle Street and Pollock Street to vehicular traffic to allow for the operation of street cafes pursuant to city code Section 66-71; and

WHEREAS, said portions of streets shall be closed on the following dates and times:

- Thursday, November 26 at 5:00 p.m. through Friday, November 27, 202 at 5:00 p.m.: and
- Friday, December 25 at 5:00 p.m. through Sunday, December 27, 2020 at 11:00 p.m.

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

That the portions of Middle and Pollock Street, shall be temporarily closed to vehicular traffic on the following dates and times:

- Thursday, November 26 at 5:00 p.m. through Friday, November 27, 2020 at 5:00 p.m.; and
- Friday, December 25 at 5:00 p.m. through Sunday, December 27, 2020 at 11:00 p.m.

ADOPTED THIS 24th DAY OF NOVEMBER 2020.

BRENDA E. BLANCO, CITY CLERK

DANA E. OUTLAW, MAYOR

AGENDA ITEM COVER SHEET

Ag	enda	Item	Title :
	CIICA		

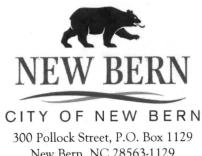
Consider Adopting a Resolution Approving the Electronic Records and Imaging Policy and Procedures

Date of Meeting: 11/24/2	2020	Ward # if applicable:	
Department: City Clerk		Person Submitting Item: Brenda Blanco	
Call for Public Hearing: □Yes XNo		Date of Public Hearing:	
Explanation of Item:	With the assistance and approval of The NC State Archives Office, a comprehensive policy has been prepared to establish procedures to address electronic records.		
Actions Needed by Board:	Consider adoptin	g resolution	
Backup Attached:	Memo, resolution	n and policy	
Is item time sensitive?		. · · · · · · · · · · · · · · · · · · ·	
Will there be advocates	s/opponents at th	ne meeting? Yes X No	
Cost of Agenda Item: No. If this requires an experience and certified by the Fire	nditure, has it b	e budgeted and are funds available □Yes □ No	
·		,	

Additional Notes:

Aldermen

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



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

Memorandum

TO:

Mayor and Governing Board

FROM:

Brenda Blanco, City Clerk

DATE:

November 13, 2020

SUBJECT:

Electronic Records and Imaging Policy and Procedures

The NC State Archives Office has developed a comprehensive set of policies, guidelines, and best practices to assist local governments in addressing electronic records. With the assistance and approval of that office, a policy has been created to address the process for maintaining electronic records, converting original documents to an electronic document, and destroying the originals. This process requires less space to physically store documents and makes it easier to locate and retrieve documents utilizing document management systems.

/beb

RESOLUTION

WHEREAS, the Office of State Archives of North Carolina has developed a comprehensive set of policies, guidelines, and best practices to help local governments address electronic records; and

WHEREAS, with the assistance and approval of the State Archives Office, a policy has been prepared to establish procedures for maintaining electronic records, converting original documents to an electronic document, and destroying the original documents after the conversion; and

WHEREAS, the policy will be used in conjunction with the latest General Records Retention and Disposition Schedule adopted by the City of New Bern.

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

That the Electronic Records & Imaging Policy and Procedures, a copy of which is attached hereto and incorporated herein, is hereby approved and adopted for the purpose of managing, protecting, and destroying records pursuant to NC General Statutes and with guidance from the North Carolina Office of State Archives.

ADOPTED THIS 24TH DAY OF NOVEMBER, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



ELECTRONIC RECORDS & IMAGING Policy & Procedures

Type of Government Office:

Municipal

Municipality:

City of New Bern

Office Address:

300 Pollock Street New Bern, NC 28563

(252) 639-2701

Subject:

Phone:

Electronic Records & Imaging

Policy Number:

	of Changes	
Version	Description of Change	Date
1.0	Initial publication	

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1. Purpose

The records covered by this policy are in the custody of the City of New Bern (hereinafter "City") and are maintained for the benefit of City use in delivering services and in documenting City operations. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication Guidelines for Managing Trustworthy Digital Public Records. Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by N.C.G.S. §132-1 are covered by this policy. This includes permanent and nonpermanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the City in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the City's imaging system(s), which reduces required storage space for original documents as the City transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

This policy includes all personnel who are responsible for managing departmental and City records. All departments are eligible to use the City's imaging system, but must adhere to this policy.

The form provided in Section 10 of this document, Request for Disposal of Original Records Duplicated by Electronic Means, is completed and submitted to the Department of Natural and Cultural Resources whenever the City wishes to dispose of a series of paper records that have been digitized.

This policy will supersede any electronic records system policy previously adopted. This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at the Department of Natural and Cultural Resources.

2. Responsible Parties

- City Manager
- City Clerk
- Department Heads
- Division Managers and Supervisors
- IT Division
- Records Creators (including, but not limited to, Administrative Assistants, Office Assistants, Accounting and Utilities Staff)

City Manager, City Clerk and Department Heads

Responsibilities include:

- 1. Determining access rights to the system
- 2. Approving system as configured by IT

Managerial Staff (Division Managers and Supervisors)

Responsibilities include:

- 1. Ensuring training of records creators
- 2. Periodically auditing imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed

IT Division

Responsibilities include:

- 1. Installing and maintaining equipment and software
- 2. Configuring the system according to the City's needs, including creating and testing applications and indexes
- 3. Controlling permission rights to the system
- 4. Maintaining documentation of system hardware and software
- 5. Establishing audit trails that document actions taken on records stored by the information technology system
- 6. Providing backups for system records and recovering deleted imaged records when necessary
- 7. Completing a disaster recovery backup at least once every year
- 8. Establishing and providing training on equipment and software, documenting such training, and providing remedial training as needed.
- Creating and updating detailed procedural manuals describing the imaging process and equipment
- 10. Conducting any necessary batch conversions or batch renaming of imaged records

Records Creators

Responsibilities include:

- 1. Attending and signing off on training conducted by IT staff, the City Clerk, or by the Department of Natural and Cultural Resources
- 2. Creating passwords for computers that are long, complex, and frequently changed
- Creating and managing electronic records in their purview in accordance with the policies and other guidance issued by the Department of Natural and Cultural Resources and complying with all IT security policies
- 4. Reviewing system records annually and purging records in accordance with the retention schedule
- 5. Guaranteeing that records, regardless of format, be retained for the period of time required by local records retention schedules
- Carrying out day-to-day processes associated with the City's imaging program, including:
 - Designating records to be entered into the imaging system
 - Noting confidential information or otherwise protected records and fields
 - · Removing transitory records from the scanning queue
 - · Completing indexing guide form for each record being scanned
 - · Reviewing images and indexing for quality assurance
 - Naming and storing the scanned images in designated folders
 - Once approved, destroying or otherwise disposing of original records in accordance with guidance issued by the Department of Natural and Cultural Resources
- 7. Public employees who have been approved to telecommute or use mobile computing devices must:
 - Comply with all information technology security policies, including the City's and statewide acceptable use policies, as well as all statutes and policies governing public records
 - Back up information stored on the mobile device daily to ensure proper recovery and restoration of data files
 - Keep the backup medium separate from the mobile computer when a mobile computer is outside a secure area

3. Availability of System and Records for Outside Inspection

The City recognizes that the judicial system may request pretrial discovery of the information technology system used to produce records and related materials. Departments should always consult with the City Clerk and/or City Attorney when receiving a request for electronic records. Confidential data should be redacted through the method of printing a record and striking through sensitive information, or by using redaction tools that work in the native file format for the electronic record that has been retrieved. City personnel will honor requests for outside inspection of the system and

testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must continue to exist when litigation, government investigation, or audit is pending or imminent, or if a court order may prohibit specified records from being destroyed or otherwise rendered unavailable.

In order to lay a proper foundation for the purposes of admitting the City's electronic records into evidence, the City will be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- Procedural manuals
- System documentation
- Training documentation
- Audit documentation
- Audit trails documenting access permission to records

The City will also honor inspection and copy requests pursuant to N.C.G.S. §132. The City should produce the records created and used in the course of business, maintaining established folder structure as applicable. The City should produce records in any format it is capable of producing if asked by the requesting party; however, the City is not required to create or compile a record that does not already exist. If it is necessary to separate confidential from non-confidential information in order to permit the inspection or copying of the public records, the City will bear the cost of such separation.

4. Maintenance of Trustworthy Electronic Records Produced by Methods that Ensure Accuracy

All platforms used by the City to create and manage electronic records, including e-mail clients, social media platforms, and cloud computing platforms, conform with all Department of Natural and Cultural Resources policies and all applicable IT security policies.

Electronic files are named in accordance with the <u>Best Practices for File Naming</u> published by the Department of Natural and Cultural Resources.

Electronic files are saved in formats that comply with DNCR's <u>File Format Guidelines for Management and Long-Term Retention of Electronic Records</u>. File formats used by the City are identified as standard by DNCR and are well-supported, backwards compatible, and have robust metadata support.

Maintained in a Secure Environment

Security of the system and the records it holds is maintained in the following ways:

- Access rights are managed by the IT Division and are assigned by a supervising authority to prevent unauthorized viewing of documents.
- Data creators must organize and name file systems in such a way to identify confidentiality of the documents.
- Folders with confidential information are restricted, and access rights to confidential data are carefully managed.
- Confidential material is redacted before it is shared or otherwise made available.
- Physical access to computers, disks, and external hard drives is restricted.
- All system password and operating procedure manuals are kept in secure off-site storage.

Associated and Linked with Appropriate Metadata

Metadata is maintained alongside the record. At a minimum, metadata retained includes file creator, date created, title (stored as the file name), and when appropriate, cell formulae and e-mail header information. Employees are not instructed to create metadata other than metadata that is essential for a file's current use and/or retention.

Stored on Media that are Regularly Assessed and Refreshed

Data is converted to new usable file types as old ones become obsolete. The following steps are taken to ensure the continued accessibility of records kept in electronic formats:

- Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media.
- Records are periodically verified through hash algorithms. This is required before and after transfer to new media to ensure the records were not altered.
- Media is refreshed every three to five years. The City documents when and how records are transferred from one storage medium to another. Once the new media has been sampled to assure the quality of the transfer, the original media may be destroyed according to the guidelines of 07 NCAC 04M .0510.
- Records are periodically migrated to new file types, particularly when a new information technology system requires that they be brought forward in order to render the file properly.
- Metadata is maintained during transfers and migrations.
- Storage media are maintained in a manner and in an environment that promotes bit-level preservation. Humidity does not exceed 50% and should not fall below 30%. Room temperature is set between 65° F to 75° F. The City adheres to the media manufacturer's recommendations for specific environmental conditions in which the media should be stored.

 Whatever media is used to store data is clearly labeled with enough information that its contents can be determined (e.g., optical media should have a physical label; data stored on a server should be indexed).

5. Components of Information Technology System Training Programs

The IT Division will conduct training for system use and electronic records management, using material published by the Department of Natural and Cultural Resources when appropriate. All employees will be made aware of system procedures and policies and trained on them; employees will acknowledge by initialization or signature that they are aware of the policies and have received training on them. Components of the training will include basic techniques for image capture, indexing, quality control, security configuration, auditing and use of equipment. When appropriate, employees will also attend trainings offered by the Department of Natural and Cultural Resources on the maintenance of electronic records. Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs, and other relevant information.

Audit Trails

At a minimum, the IT Division will maintain documentation on who has read and/or write permission to files maintained by the City. Ideally, a log of activities on the system is maintained, which shows who accessed the system, how and by whom records were created and modified, and whether standard procedures were followed.

Audits

Audits are designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits are conducted regularly by City IT staff, at least annually.

6. Documentation of Information Technology System System Design

The City maintains documentation that describes system procedures, practices, and workflows. This documentation also identifies system software and hardware and captures the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It explains how the system operates from a functional user and data processing point of view. Documentation is reviewed and updated by IT staff annually or upon implementation of a new information technology system. Such documentation maintained by the City includes:

- Procedural manuals
- System documentation

- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- · Service level agreements for contracted information technology services

Retention of System Documentation

One set of all system documentation will be maintained during the period for which the records produced by the process or system could likely be subject to court review and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the City's records retention schedule.

7. Digital Imaging Program Documentation and Procedures System and Procedural Documentation

The IT Division is responsible for preparing and updating detailed procedures that describe the process followed to create and manage imaged electronic records. This documentation will include a description of the system hardware and software. A current procedural manual will be maintained to ensure the most current steps are followed and to ensure reliable system documentation will be available for judicial or similar proceedings.

Each workstation designated as a scanning station will have, at a minimum, the following hardware and software, unless the scanner is collocated by means of a network interface:

- Document/image scanner authorized by IT.
- Driver software for scanner authorized by IT.
- Imaging software authorized by IT.
- Instructions manual, maintained by IT staff, describing in detail the steps required in the scanning process. This manual will also define:
 - The resolution of scanned images, as well as any compression standard used
 - The file formats of scanned images
 - The file naming conventions used for scanned images
 - Whether batch conversion or batch file re-naming will be necessary, and what tool is used for such conversions
 - Whether any image enhancement techniques should be conducted after imaging

Training

Only designated staff that have been formally trained by IT staff and have signed off on training documentation on the use of the imaging software and equipment will be allowed to scan records. Components of the training will include basic techniques for image

capture, indexing, quality control, security configuration, auditing, use of equipment, and general system maintenance. Permissions to image and index records will not be assigned until the user has been trained. If a user improperly indexes or scans a document, an auditor will address this occurrence with the user, and remedial training will be required.

Indexing and Metadata

All imaged records must be indexed in order to facilitate efficient retrieval, ease of use, and up-to-date information about the images stored. This index should capture the content, structure, and context of the imaged records and will be developed by IT staff prior to the implementation of any imaging system. It should also be indexed according to guidelines set by the Department of Natural and Cultural Resources. Metadata will be maintained in accordance with the guidelines provided in Section 4, *Maintenance of Trustworthy Electronic Records*.

Auditing and Audit Trails

Staff trained to conduct imaging will conduct a quality control audit following the imaging of a record to ensure that the following features of the imaged record are legible:

- · Individual letters, numbers, and symbols
- Combinations of letters, numbers, and symbols forming words or sentences
- Graphics such as signatures, logos, and pictures
- Other features of records such as color, shape, texture, etc., that relate to the content of the information

Managerial staff for the various City departments will also periodically audit imaged records for accuracy, readability, and reproduction capabilities. Written quality control documentation will be prepared indicating the sampling of records and what remedial procedures were followed if the expected level of accuracy was not achieved.

Managerial staff will document by position title employees that have the authority to complete each of the tasks listed.

Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, the City will complete Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means.* For each records series identified for scanning, the Department of Natural and Cultural Resources must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records and assume all legal authorities, these scanned records will be considered the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule.

The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the City's duplicate "working" record or reference copy.

8. Other Electronic Records Management Practices System Planning

The City uses traditional paper media, electronic systems, or microfilm, for the creation and storage of records, based upon which media best serves the records retention requirements of unique records groups, as well as the administrative needs of the City. Any document that is considered to be a permanent record must be kept either as paper media or microfilm. Permanent records may be scanned and become a part of the document imaging and electronic records systems to provide for greater efficiency; however, they will still be maintained in either a paper media or microfilm form. The City monitors all computing resources and information systems for performance, storage, and supportability. Those systems identified as requiring upgrading or additional resources, are part of the annual budgeting process within the City.

Records produced by local agencies are retained for the period of time required by local records retention schedules regardless of format. Any permanent records maintained in electronic form also exist as a paper or microfilm preservation duplicate copy in compliance with the Department of Cultural Resources' Human-Readable Preservation Duplicates policy.

Shared Drive Management

Employees use shared storage for collaboration and access. Procedures for the use of this shared storage comply with DNCR's guidance document *Global Shared Storage Guidelines*.

Database Indexing

G.S. §132-6.1 requires that databases be indexed with the Department of Natural and Cultural Resources. Data fields are indexed in accordance with guidelines provided in DNCR's *Public Database Indexing Guidelines*.

Security and Disaster Backup and Restoration

The City has a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss are generated for all but the most transitory of files. Routine backups are conducted nightly. Duplicate copies of digital media and system backup copies are stored in offsite facilities in order to be retrieved after a natural or human-made disaster.

Cloud Computing

The City uses cloud computing services in a variety of ways, and the use of these services is anticipated to increase over time. The following descriptions do not contain a comprehensive listing of every cloud service used by the City but do serve as examples of how cloud technology is used.

Backups of electronic records on City servers are automatically replicated to a cloud facility a minimum of once per day. This protects the records from loss due to a catastrophic event that destroys all local copies of the record. The cloud vendor mirrors the data to a second geographically separate cloud facility to further minimize the possibility of data loss.

The contents of the Windows Documents folder and all of its subfolders on employee computer workstations are automatically replicated to the Microsoft OneDrive cloud shortly after a document is initially saved, and upon each subsequent edit/save operation. By policy, all documents on an employee's workstation are to be stored in the Documents folder or a subfolder thereof.

The City uses a variety of other cloud services, including some in which copies of the data are not stored on our local network. In all cases, care is taken to verify that individual cloud service agreements contain provisions to ensure that the vendor has implemented the infrastructure, policies and processes to ensure that the security and availability of the data meets our requirements, including all record management requirements.

9. Compliance and Electronic Records Self-Warranty

The completion of this form by all signing employees signals that all employees will adhere to the rules set forth in this policy. Furthermore, this section is to be used as a self-evaluation tool to ensure that electronic records produced by the City are created, reproduced, and otherwise managed in accordance with guidelines for electronic public records published by the North Carolina Department of Natural and Cultural Resources. The self-warranting of records in itself does *not* authorize the destruction of records, originals or copies, *nor* does it change current records retention and disposition

scheduling procedures. Destruction of records are authorized when the City approves the current retention and disposition schedule(s). If scanned records are intended to take the place of original paper records, the City will submit the **Request for Disposal of Original Records Duplicated by Electronic Means** form.

Each signatory should initial each element for certification, print his/her name on the approved-by line, fill in the job title, and sign and date the form.

10. Request for Disposal of Original Records Duplicated by Electronic Means

Departments that will be using an imaging system and wish to destroy the original copies prior to meeting the document retention guidelines developed by the North Carolina Department of Cultural Resources, will be required to complete the form "Request for Disposal of Original Records Duplicated by Electronic Means." Only one completed and approved form is required per document type. For example, if a form is completed and approved to allow for only the electronic retention of financial invoices and the inclusive dates end with "Present," then no further actions are required for future forms added to the category of invoices. Destroying documents prior to receiving approval or those considered historical/archival/permanent constitutes failure to maintain proper public records. Scanning of historical/archival/permanent records can be completed for ease of future reference, but the original documents are not allowed to be destroyed. Once document destruction is approved by the NC Department of Cultural Resources, the City Clerk will be responsible for authorizations for the destruction of the original documents and will maintain original destruction requests.

Original paper documents designated as permanent by the Municipal Records Retention and Disposition Schedule as published by the NC Department of Cultural Resources will not be destroyed. A digital duplicate may be kept for ease of access and reference. Any department with questions on managing permanent records needs to consult with the City Clerk's office.

Digital copies of the original documents will be retained until its retention period has lapsed. The retention period is considered to have begun when the original document was created, not when the electronic reproduction was created. Original paper documents that have been approved for duplication by electronic means will be authorized to be destroyed immediately, unless City policy and procedures direct otherwise. Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, auditing procedures have been conducted, and the destruction is approved. The date of destruction will be considered the same date that the original document is destroyed. Destruction of the original document will be performed by City staff, or the original documents will be secured until such time that a mass destruction process can occur and be supervised by City staff. Until original records are destroyed, records are still public records and must be produced

in response to a public records request.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of nonpermanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied.

Rev 2016

Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 807-7350 and ask for a Records Management Analyst

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention

Agency Conf	tact Nam	e:			Date (MM-DD-YYYY):
Phone (area	code):		Email:		
County/Municipality: The City of New Bern			Office:		
Mailing addr PO Box 1129	ess: 9. New B	ern, NC 28563-1129			
Records Serie A group of record in records reto schedule	s as listed ention	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e g. "1 file cabinet," "5 boxes"	Period As listed in records
		STEEL PROPERTY.			
and the second					THE STREET
Requested by					
,	Signati	ure T	itle		Date
Approved by:	Signati	ure R	equestor's Super	visor	Date
Concurred by:				Administrator	Date
	Signati	G1 C	ssistant Records tate Archives of N		Date
		DIVISION OF ARCHIVES AND RECORD	s — GOVERNMENT F	RECORDS SECTION	
		ADDRESS Telephone (919) 807-7350 919) 715-3627	LOCATION: 215 N Blount Stre	et

Raleigh, N C 27699-4615

State Courier 51-81-20

Raleigh, N.C. 27601-2823

Enforcement

All City staff members shall adhere to and abide by the rules and regulations as set forth in this policy.

Records Custodian/Managerial Staff

The records custodian is the person responsible for creating records or managing the staff who create records.

The	records	custodian	certifies	that:
1110	TECOIUS	Custoulan	Cerunes	ulat.

- X The records created or duplicated by electronic means in this office are prepared in accordance with these guidelines as indicated by the following statements:
 - Quality Records are legible, accurate, and complete.
 - The records are produced or reproduced as part of a regularly conducted activity.
 - The records conform to DNCR guidance regarding file formats, file naming, and if applicable, digital preservation guidance produced by DNCR.
 - Detailed, documented procedures are in place and followed when the records are created, copied, modified, or duplicated.
 - The person who creates, copies, modifies, or duplicates records receives formal training on detailed system procedures prior to records preparation.
 - Details of the training received are adequately documented through written policies and procedures.
 - Employees sign training records after receiving training.

X	Department of Natural and Cultural Resources as pu	
X	The City will submit to the Department of Natural and 8 of this policy, Request for Disposal of Original Recommens, to seek approval for the destruction of original converted from paper to electronic record.	ords Duplicated by Electronic
X	Affected records creators will be trained on the proposed electronic records.	er creation and maintenance
X	Imaged records will be periodically audited for reproduction capabilities before the original documen	
Appro	oved by:	
Brend	da E. Blanco, City Clerk	Date

IT Professional or Other Project Supervisor

Tony Gatlin, IT Manager

The IT Professional is the person responsible for providing technical support to the records custodians and who may be involved in infrastructure and system maintenance. In the absence of an IT Division, the supervisor of the records custodian should verify the following items.

The IT Professional certifies that: X Audit trails document the identity of the individual who creates, duplicates, modifies, or otherwise prepares the records, what actions are taken by the individual during the course of the process, when these actions are taken, and what the results of
these actions are.
X Audits:
 are performed periodically to confirm that the process or system produces accurate results.
 confirm that procedures followed are in accordance with the City's documentation.
 are performed routinely on files to ensure no information has been lost.
 are performed by an independent source (i.e., persons other than those who create the records or persons without an interest in the content of the records. Acceptable sources may include different department or authorized auditing authority). are adequately documented.
X The process or system hardware and software are adequately documented.
_X Permanent records conform to all file format, file naming, and digital preservation guidance produced by the Department of Natural and Cultural Resources.
X Backup procedures are in place and comply with best practices as established by the Department of Natural and Cultural Resources.
X Successful disaster recovery backup is completed at least once every year.
Approved by:

Date

policies and procedures related to the creation a	
The City Manager certifies that: X Determinations are made regarding employee records system.	oyees' permission rights to the electronic
X IT's configurations for the electronic records before the electronic records system because	
Approved by:	
Mark A. Stephens, City Manager	Date
FOR DEPARTMENT OF NATURAL AND CULTURA	N RESOURCES USE
Approved by:	
Title:	

City Manager

Signature:

AGENDA ITEM COVER SHEET

Agenda Hem Tide	tem Title	It	enda	Ag
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Resolution to approve a General Warranty Deed between Habitat for Humanity of Craven County NC, Alicia Shirley Campbell and the City involving property at 703 Bern Street

Date of Meeting: 11/24/2020		Ward # if applicable: One	
Department: City Attorney		Person Submitting Item: Scott Davis	
Call for Public Hearing: □Yes□No		Date of Public Hearing:	
the conveyance of		ity's execution of a general warranty deed for f property at 703 Bern Street by Habitat to retained by the City by virtue of a Transfer greement	
Actions Needed by Board:	Adopt resolution		
Backup Attached:	Resolution, Memo and Deed		
Is item time sensitive?	∃Yes □No		
Will there be advocates	opponents at th	e meeting? Yes No	
Cost of Agenda Item: N			
If this requires an expenditure, has it be budgeted and are funds available and certified by the Finance Director? \square Yes \square No			

Additional Notes:

MEMORANDUM

TO: Mayor and Members of the Board

City Manager

FROM: Michael Scott Davis, City Attorney

RE: Property at 703 Bern Street conveyed by the City to Habitat for Humanity of

Craven County NC

DATE: November 12, 2020

In March of 2016, the City conveyed numerous properties, including property at 703 Bern Street (Craven County parcel identification number 8-007-271) 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, Alicia Shirley Campbell, 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 NOVEMBER, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by: Aaron D. Arnette Attorney at Law Sumrell Sugg, P.A. 416 Pollock Street New Bern, NC 28560

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

Parcel No. <u>8-007-271</u> Revenue Stamps \$<u>216.00</u>

NORTH CAROLINA CRAVEN COUNTY

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated theday of, 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"); Alicia Shirley Campbell, whose address is
, (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.

WITNESSETH:

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:

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

In the City of New Bern on the west side of Bern Street, beginning at a point 250 feet North 3° 30' East from the northwest corner of the intersection of Bern and Queen Streets, running thence North 3° 30' East 40.4 feet; thence North 86° 00' West 212.0 feet to an iron; thence South 3° 30' West 40.4 feet to an iron; thence South 86° 00' East 212.0 feet to the point of beginning. Being known as 703 Bern Street according to the present postal enumeration for the City of New Bern. The calls given herein are magnetic for 1949, at which time a survey and map of the property were made by R. R. Eagle, C. E. Being the same land as described as First Tract in deed from Roland Gibbs to Lucille Rountree Gibbs recorded in Book 584, Page 322, Office of the Register of Deeds of Craven County, the said Lucille Rountree Gibbs now being Lucille Rountree Jackson.

Being that same property conveyed to Habitat for Humanity of Craven County NC by a Quit Claim Deed dated March 8, 2016 and recorded on April 21, 2016 in Book 3430 at Page 830 of the Craven County Registry.

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

A survey depicting the property conveyed herein is attached hereto as Exhibit B.

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

And Habitat 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.

	0	representation of the control of the	ag soon given this the day and
year first above written.			
		Habitat for Humanit a North Carolina nor	y of Craven County NC, aprofit corporation
	By:	Cinda Hill, President	•
NORTH CAROLINA CRAVEN COUNTY		Cinda Ilii, I Tesideni	•
I, a Notary Public of personally appeared Cinda Hill, Presonally appeared Cinda Hill, Presonant corporation, personally knowluntarily signed the foregoing or sindicated.	sident of Hoown to me	abitat for Humanity of Cravor who produced satisfactor	ory evidence of identification and
Witness my hand and official	l stamp or s	eal this the day of _	, 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			
NORTH CAROLINA CRAVEN COUNTY			
I,	e duly sworn, says that of New Bern, the muni- nt; that he knows the oregoing instrument is ribed thereto by the s and of Aldermen of sai	Dana E. Outlaw, with the is the Mayor and icipal corporation desc e common seal of sais s said common seal; the aid Mayor; that the s id municipal corporat	that Brenda cribed in and id municipa hat the name said common
Witness my hand and official stan	mp or seal, this the	day of	, 2020.
	Notary Pul My Comm	blic nission Expires:	

lss:116079

EXHIBIT A

(Deed: Alicia Shirley Campbell)

This Restrictive and Protective Covenants Agreement, entered into this the _____ day of _____, 2020, by and between Habitat for Humanity of Craven County NC, a North Carolina non-profit corporation (hereinafter called "Habitat"), and Alicia Shirley Campbell (hereinafter called "Buyer"),

WITNESSETH:

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. <u>DESCRIPTION OF PROPERTY</u>. 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. <u>PROMISSORY NOTE: DEED OF TRUST</u>. 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. <u>RESTRICTION ON RENTAL; USE AS PRINCIPAL RESIDENCE</u>. 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. <u>FENCE RESTRICTION</u>. 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. <u>RIGHT OF FIRST REFUSAL</u>. 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:

Year	Percentage
First anniversary to second anniversary	6.6%
For each subsequent year through the 14 th anniversary add per year	6.6%
Fourteenth anniversary to Final Anniversary	93.4%

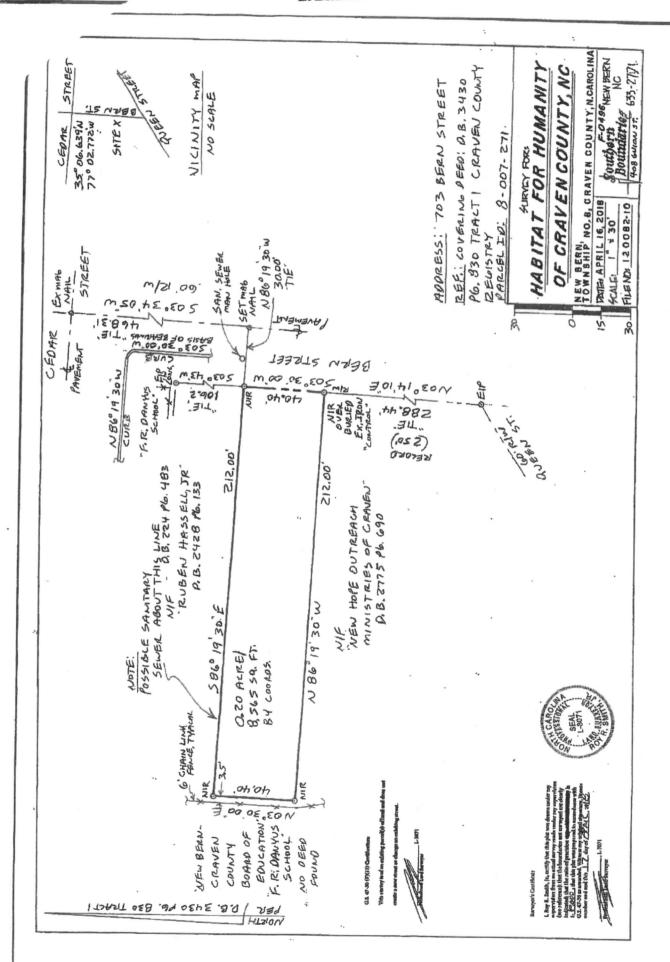
- (c) After the final anniversary of the Acquisition Date, the right of first refusal granted hereunder to Habitat shall terminate.
- (d) The right of first refusal granted hereunder shall remain in effect until the final anniversary, regardless of whether the Habitat Note shall have been prepaid in 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 5, 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 6, "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 of the net excess proceeds:

<u>Year</u>	Percentages
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. <u>DEFAULT</u>. 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. <u>SUCCESSORS AND ASSIGNS</u>. 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. <u>AMENDMENTS</u>. 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.

	(SEAL)
	Alicia Shirley Campbell
	Habitat For Humanity of Craven County NC
	By:
	Cinda Hill, President
NORTH CAROLINA CRAVEN COUNTY	
on this day before me personally apper who produced satisfactory evidence of attached instrument for the purposes t	County, North Carolina, do hereby certify that eared Alicia Shirley Campbell personally known to me of identification and voluntarily signed the foregoing or herein expressed and in the capacity indicated. [al stamp or seal, this the day of, 2020.]
WITNESS my hand and office	ar stamp or sear, this the day or, 2020.
	Notary Public My Commission Expires:
NORTH CAROLINA CRAVEN COUNTY	
on this day before me personally appe Craven County NC, personally know	County, North Carolina, do hereby certify that eared Cinda Hill , President of Habitat for Humanity of in to me or who produced satisfactory evidence of the foregoing or attached instrument for the purposes indicated.
WITNESS my hand and offici	ial stamp or seal, this the day of, 2020.
	Notary Public
	My Commission Expires:



AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to approve a General Warranty Deed between Habitat for Humanity of Craven County NC, Michael Anthony Chance Drew and spouse, Daniele Shawnae Brooks, and the City involving property at 1022 N. Bern Street

Date of Meeting: 11/24/2020		Ward # if applicable: One
Department: City Attorne	ey .	Person Submitting Item: Scott Davis
Call for Public Hearing	: □Yes□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 1022 N. Bern 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?	□Ves □No	
		e meeting? Yes No
Cost of Agenda Item: N		
		e budgeted and are funds available
and certified by the Fin	ance Director?	∟Yes □ No

Additional Notes:

MEMORANDUM

TO: Mayor and Members of the Board

City Manager

FROM: Michael Scott Davis, City Attorney

RE: Property at 1022 N. Bern Street conveyed by the City to Habitat for Humanity of

Craven County NC

DATE: November 12, 2020

In March of 2016, the City conveyed numerous properties, including property at 1022 N. Bern Street (Craven County parcel identification number 8-006-142) 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, Michael Anthony Chance Drew and spouse, Daniele Shawnae Brooks, 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 NOVEMBER, 2020.

BRENDA E. BLANCO, CITY CLERK

Prepared by: Aaron D. Arnette Attorney at Law Sumrell Sugg, P.A. 416 Pollock Street New Bern, NC 28560

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

Parcel No. <u>8-006-142</u> Revenue Stamps \$ <u>204.00</u>

NORTH CAROLINA CRAVEN COUNTY

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated theday of, 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"); Michael Anthony Chance Drew and spouse, Daniele
Shawnae Brooks whose address is,
(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.

WITNESSETH:

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:

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

A tract or parcel of land in Craven County, State of North Carolina, adjoining the land of George H. White and others, bounded as follows, to wit: Being situate in that portion of the City of New Bern known as "Hard Scramble" beginning at a point 281 feet west of George Street on the southern side of White Street, running thence South and parallel with said George Street 49 feet 3 inches; thence West 90 feet to Cemetery Avenue on the East side of Greenwood Cemetery; thence North with the eastern side of said avenue and parallel with George Street 49 feet 3 inches to the corner of said avenue and said White Street; thence East with said White Street 90 feet to the beginning, being the same land conveyed to Emeline Vail by George H. White and wife by deed recorded in Book 109, Page 47, Office of the Register of Deeds of Crave County.

Being the same property conveyed to Habitat for Humanity of Craven County NC by the City of New Bern by a Quitclaim deed dated March 8, 2016 and recorded April 21, 2016 in Book 3430, Page 830 of the Craven County Registry.

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

A survey depicting the property herein conveyed is attached hereto as Exhibit B.

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

And Habitat 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:

Cinda Hill, President

NORTH CAROLINA
CRAVEN COUNTY

I, a Notary Public of _____ County, North Carolina, certify that on this date before me personally appeared Cinda Hill, 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 ______, 2020.

Notary Public My Commission Expires: _____

City of New Bern A North Carolina Municipal Corporation

Ву:	
Dana E. Outlaw, I	Mayor
me personally appeared D me duly sworn, says that by of New Bern, the municipant; that he knows the e foregoing instrument is escribed thereto by the sa	c for said county and state, do ana E. Outlaw, with whom I am he is the Mayor and that Brenda cipal corporation described in and common seal of said municipal said common seal; that the name id Mayor; that the said common I municipal corporation; and that then.
tamp or seal, this the	day of, 2020.
Notary Publ My Commi	lic ssion Expires:
	, a Notary Publime personally appeared D me duly sworn, says that y of New Bern, the municipant; that he knows the eforegoing instrument is scribed thereto by the sationard of Aldermen of said of said municipal corporation tamp or seal, this the

lss:116093

EXHIBIT A

(Deed: Michael Anthony Chance Drew and spouse, Daniele Shawnae Brooks)

This Restrictive and Protective Covenants Agreement, entered into this the _____ day of _____, 2020, by and between Habitat for Humanity of Craven County NC, a North Carolina non-profit corporation (hereinafter called "Habitat"), and Michael Anthony Chance Drew and spouse, Daniele Shawnae Brooks (hereinafter called "Buyer"),

WITNESSETH:

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. <u>DESCRIPTION OF PROPERTY</u>. 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. <u>PROMISSORY NOTE: DEED OF TRUST</u>. 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. <u>RESTRICTION ON RENTAL; USE AS PRINCIPAL RESIDENCE</u>. 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. <u>FENCE RESTRICTION</u>. 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. <u>RIGHT OF FIRST REFUSAL</u>. 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:

Year	Percentage
First anniversary to second anniversary	6.6%
For each subsequent year through the 14 th anniversary add per year	6.6%
Fourteenth anniversary to Final Anniversary	93.4%

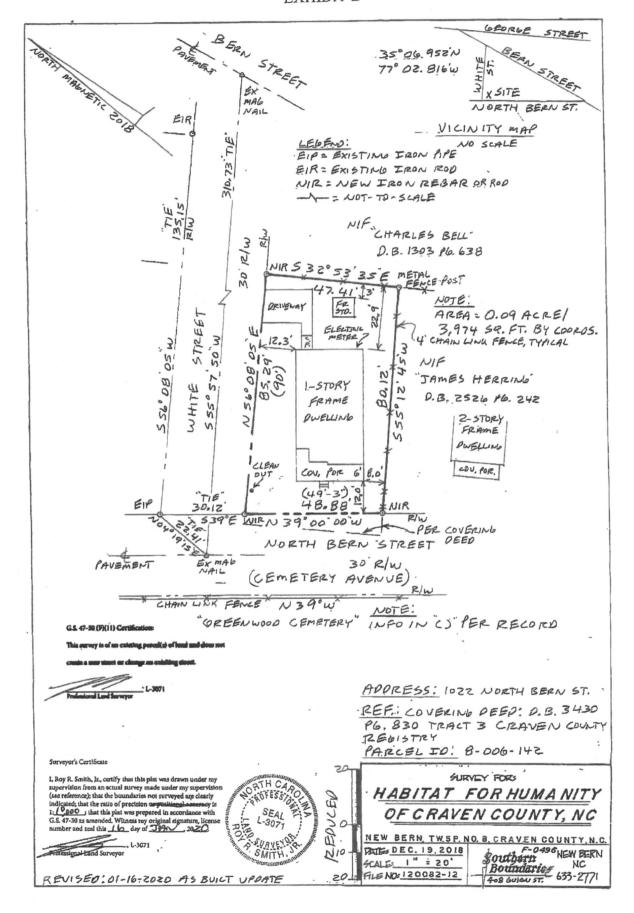
- (c) After the final anniversary of the Acquisition Date, the right of first refusal granted hereunder to Habitat shall terminate.
- (d) The right of first refusal granted hereunder shall remain in effect until the final anniversary, regardless of whether the Habitat Note shall have been prepaid in 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 5, 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 6, "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 of the net excess proceeds:

<u>Year</u>	<u>Percentages</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. **<u>DEFAULT</u>**. 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. <u>SUCCESSORS AND ASSIGNS</u>. 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. <u>AMENDMENTS</u>. 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. <u>SEVERABILITY</u>. 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.

	(SEAL
	Michael Anthony Chance Drew
	(SEAL
	Daniele Shawnae Brooks
	Habitat For Humanity of Craven County NC
By:	
2,.	Cinda Hill, President
NORTH CAROLINA CRAVEN COUNTY	
on this day before me personally appeared Shawnae Brooks personally known to me	County, North Carolina, do hereby certify that Michael Anthony Chance Drew and Daniele e or who produced satisfactory evidence of pregoing or attached instrument for the purposes ceated.
WITNESS my hand and official st	amp or seal, this the day of, 2020.
	Notary Public
	My Commission Expires:
NORTH CAROLINA CRAVEN COUNTY	
on this day before me personally appeared Craven County NC, personally known to	County, North Carolina, do hereby certify that Cinda Hill, President of Habitat for Humanity of me or who produced satisfactory evidence of pregoing or attached instrument for the purposes ceated.
WITNESS my hand and official st	amp or seal, this the day of, 2020.
	Notary Public
	My Commission Expires:



AGENDA ITEM COVER SHEET



Agenda Item Title:
Adopt Resolution Approving Easement Agreements with the New Bern Housing Authority

Date of Meeting: 11/24/2020 Department: Public Utilities – Water Resources		Ward # if applicable: 3		
		Person Submitting Item: Jordan Hughes		
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A		
Explanation of Item:	Approval of easements that at Trent Court that are necessary for the installation of new pipeline associated with the Township No. 7 Sewer Improvements Phase-III project.			
Actions Needed by Board:	Adopt Resolution Approving Easement Agreements with the New Bern Housing Authority			
Backup Attached:	Memo from Jordan Hughes, copy of easement agreements and draft resolution for approving the easements.			
Is item time sensitive?		he meeting? TVes X No		
Will there be advocates	s/opponents at t	the meeting? Yes No		
Cost of Agenda Item: N If this requires an experience and certified by the Fire	enditure, has it	been budgeted and are funds available		
and certified by the Fi	iance Director.	11cs 11to		

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:

November 17, 2020

SUBJECT: Recommendation to Approve Easement Agreements with the New

Bern Housing Authority

Background Information:

In the design phase of the Township No. 7 Sewer Improvements Phase-III project it was determined that a section of the new 12" force main will need to be routed through the southern portion of the Trent Court property. A permeant utility easement and a temporary construction easement will need to be granted from the New Bern Housing Authority in order to accommodate the installation of the proposed sewer infrastructure.

New Bern staff has been working with the New Bern Housing Authority to obtain the necessary easements, which have recently been approved by the Housing Authority and now need to be signed off on behalf of the City as well.

Recommendation:

In order to complete the easement documentation necessary for the installation of the proposed sewer infrastructure associated with the Township No. 7 Sewer Improvements Phase-III project, City Staff is recommending the Board of Aldermen approve the easement agreements with the New Bern Housing Authority.

Attached please find a copy of the easement agreements and a draft resolution for approving the easements.

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

RESOLUTION

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

That the Deed of Easement and the Temporary Construction Easement, both dated November 16, 2020, by and between the City of New Bern and the Housing Authority of the City of New Bern, copies of which are attached hereto and incorporated herein by reference, be and the same are hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 24TH DAY OF NOVEMBER, 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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 16th day of November, 2020, by and between the HOUSING AUTHORITY OF THE CITY OF NEW BERN, N. C., a public body corporate and politic, Grantor, and the CITY OF NEW BERN, a North Carolina municipal corporation, whose address is Post Office Box 1129, New Bern, North Carolina 28563, Grantee;

WITNESSETH:

THAT for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid to the Grantor by the City, the receipt of which is hereby acknowledged, and in further consideration of the benefits accruing and which may accrue by the installation of an underground sewer main through the property hereinafter described, the Grantor does hereby give, grant, and convey unto the City a perpetual non-exclusive right and easement to construct and maintain, over and across the Easement Area (hereinbelow described), any such underground sewer main, together with a perpetual right of ingress, egress and regress over and across said Easement Area for the purpose of constructing, replacing, enlarging, repairing, maintaining and perpetually operating said underground sewer main; PROVIDED, that in constructing, maintaining and repairing said underground sewer main, said City shall remove all surplus earth, if any, make level the surface of

the ground above any underground sewer main, and interfere as little as is reasonably possible with any planting or other improvements upon the property of the Grantor and shall restore the work area as nearly to its preconstruction condition as is reasonably practicable, as soon as possible, including immediately repairing and replacing pavement in paved areas, re-sodding grassed areas, replacing and restoring shrubs with similar shrubs and replacing topographical features; FURTHER, nothing herein shall interfere with the Grantor's access to its property.

The Grantor, for itself and its successors and assigns in the ownership of Grantor's property, reserves and retains the right to construct upon the Easement Area driveways, parking lots, utility lines and pipes, pavement, fencing and landscaping. If any of said improvements of Grantor, or its successors or assigns, located in Easement Area are destroyed by the City's laying, constructing, replacing, enlarging, repairing, maintaining and operating the underground sewer main, or by any other activities permitted or required of the City hereunder, City, at its sole cost and expense, immediately shall repair and replace such damages.

The City shall: (i) obtain all necessary permits required for the construction of the underground sewer main; (ii) cause all work in connection with construction, installation, maintenance, repair, relocation and/or related activities permitted by this instrument to be completed in a good and workmanlike manner as quickly as possible, consistent with all permits, and in a manner so as to minimize interference with the property of the Grantor, (iii) conduct all construction, installation, maintenance, repair, relocation and/or related activities described herein entirely within the boundaries of the Easement Area, as the case may be, including, without limitation, the storage of materials; (iv) promptly, at its sole cost and expense, clean and restore the affected portions of the Easement Area after installation of the underground sewer main or after any work performed in connection with this instrument (including, without limitation, any disturbed landscaping) to a condition equal to or better than the condition which existed prior to commencement of such work; and (v) coordinate all construction and maintenance activities within the Easement Area with Grantor to ensure that access to Grantor's real property is maintained.

The City shall name Grantor as an additional insured or cause its agents, contractors and subcontractors to so name Grantor on any and all liability policies for work performed by

the City, its agents, contractors and subcontractors in the exercise of the City's rights herein described.

THE PROPERTY over which said perpetual non-exclusive easement is granted is more particularly described as follows (the "Easement Area"):

SEE <u>EXHIBIT A</u> ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD said non-exclusive right and easement in and to the said City and its successors in title, it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by the Grantor and hereinabove described.

AND, subject to matters of record, the Grantor covenants to and with the said City that it is seized in fee simple of the property through which said easement is granted, and that it has the right to grant said easement.

IN TESTIMONY HEREOF, the Grantor and the Grantee have caused this instrument to be signed under seal in a manner so as to be binding, all as of the day and year first above written.

	HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. [SEAL]
	By:(SEAL)
(SEAL)	CITY OF NEW BERN
	By:
ATTEST:	
City Clerk	

STATE OF NORTH CAROLINA COUNTY OF CRAVEN

This is to certify that on the 16th day of November, 2020, before me personally appeared STEVE M. STRICKLAND, with whom I am personally acquainted, who, being by me duly sworn, says that he is Executive Director of the Housing Authority of the City of New Bern, N.C., a public body corporate and politic, and that he has executed the foregoing Agreement by order of the Board of Commissioners of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this the 16th day of November, 2020.

HIMININI HIMININI HIMININI HIMININI HIMININI C. C.	"matter	Notary Publi	bez
My Commission Expires:	SBY	riotary r don	
My Commission Expires: My Commission Expires: AOTAAL OUNTY OU	WILLIAM C.		
STATE OF NORTH CAROLINA"	11.		
COUNTY OF CRAVEN			
I,	sonally as A BLANG and which all corpora name of the name seal	equainted, who, be CO is the City Cl ch executed the foction; that the seal he municipal corporate was affixed, all be	eing by me duly sworn, erk for the City of New oregoing instrument; that affixed to the foregoing poration was subscribed by order of the Board of
WITNESS my hand and official seal	this the _	day of	, 2020.
My Commission Expires:		Notary Publi	c

EXHIBIT A

Commencing at an existing iron rod located in the line of the property of the Grantor (Craven County parcel identification number 8-009-095) lying south of the southern right-of-way line of South Front Street, and having NC grid coordinates (NAD 83/2011) of N: 498,875.17 and E: 2,584,361.81; thence along and with said line of the property of the Grantor, North 86° 18' 28" East 65.80 feet to an existing iron pipe located 1.3 feet west of a corner of said property of the Grantor; thence South 04° 37' 18" East 83.75 feet to the POINT OF BEGINNING located in the eastern line of the property of the Grantor. Thence from said point of beginning South 03° 40' 14" East 20.02 feet to a point; thence South 84° 05' 33" West 286.33 feet to a point; thence South 70° 15' 22" West 208.75 feet to a point; thence North 75° 59' 38" West 110.65 feet to a point; thence South 59° 00' 22" West 83.31 feet to a point; thence South 37° 25' 36" West 50.04 feet to a point; thence South 63° 16' 58" West 24.43 feet to a point in the western line of the property of the Grantor, said point being located in the eastern right-of-way line of Liberty Street; thence along and with the eastern right-of-way line of Liberty Street North 32° 28' 37" West 20.10 feet to a point; thence North 63° 16' 58" East 21.85 feet to a point; thence North 37° 25' 36" East 49.26 feet to a point; thence North 59° 00' 22" East 95.41 feet to a point; thence South 75° 59' 38" East 112.86 feet to a point; thence North 70° 15' 22" East 205.11 feet to a point; thence North 84° 05' 33" East 289.54 feet to the point and place of beginning, containing 15.378.1 square feet, more or less, all as shown on the attached Exhibit B, "Easement Survey Map for: The City of New Bern Permanent Utility and Maintenance Easement, City of New Bern Housing Authority, #225 Fleet Street" prepared by Rivers & Associates, Inc., dated April 24, 2017, which is incorporated herein by reference.

Prepared by:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this 16th day of November, 2020, by and between the HOUSING AUTHORITY OF THE CITY OF NEW BERN, N. C., a public body corporate and politic, Grantor, and the CITY OF NEW BERN, a North Carolina municipal corporation, whose address is Post Office Box 1129, New Bern, North Carolina 28563, Grantee;

WITNESSETH:

THAT WHEREAS, the City of New Bern is obtaining an easement from the Grantor for the purpose of installing an underground sewer main through the land of the Grantor; and

WHEREAS, a temporary construction easement across the property of the Grantor is required for the installation of said underground sewer main; and

WHEREAS, the temporary construction easement created herein shall exist for a period of thirty-six (36) months beginning on the date of execution of this Temporary Construction Easement, and terminating thirty-six (36) months therefrom.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in

hand paid to the Grantor by the City, the receipt of which is hereby acknowledged, the Grantor does hereby give, grant, and convey unto the City a temporary right and easement across the Easement Area (hereinbelow described) for the installation of an underground sewer main; PROVIDED, in its use of the temporary easement area, the said City shall interfere as little as is reasonably possible with the planting or other improvements upon the property of the Grantor and shall restore said areas as nearly to their prior condition as is reasonably practicable, as soon as possible, including immediately repairing and replacing pavement in paved areas, re-sodding grassed areas, replacing and restoring shrubs with similar shrubs and replacing topographical features. Nothing herein shall interfere with the Grantor's access to its property.

The Grantor, for itself and its successors and assigns in the ownership of Grantor's property, reserves and retains the right to construct upon the Easement Area driveways, parking lots, utility lines and pipes, pavement, fencing and landscaping. If any of said improvements of Grantor, or its successors or assigns, located in Easement Area are destroyed by the City's laying, constructing, replacing, enlarging, repairing, maintaining and operating the underground sewer main, or by any other activities permitted or required of the City hereunder, City, at its sole cost and expense, immediately shall repair and replace such damages.

The City shall name Grantor as an additional insured or cause its agents, contractors and subcontractors to so name Grantor on any and all liability policies for work performed by the City, its agents, contractors and subcontractors in the exercise of the City's rights herein described.

THE PROPERTY over which said temporary construction easement is granted is more particularly described as follows (the "Easement Area"):

SEE <u>EXHIBIT A</u> ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD said temporary right and easement in and to the said City and its successors in title, it being agreed that the temporary right and easement hereby granted shall terminate thirty-six (36) months from the date of the execution of this Temporary Construction Easement.

AND, subject to matters of record, the Grantor covenants to and with the said City that it is seized in fee simple of the property through which said temporary easement is granted as described on Exhibit A, and that it has the right to grant said temporary easement.

IN TESTIMONY HEREOF, the Grantor and the Grantee have caused this instrument to be signed under seal in a manner so as to be binding, all as of the day and year first above written.

STATE OF NORTH CAROLINA COUNTY OF CRAVEN

This is to certify that on the 16th day of November, 2020, before me personally appeared STEVE M. STRICKLAND, with whom I am personally acquainted, who, being by me duly sworn, says that he is Chair of the Board of Commissioners of the Housing Authority of the City of New Bern, N.C., a public body corporate and politic, and that he has executed the foregoing Agreement by order of the Board of Commissioners of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this the 16th day of November, 2020.

My Commission Expires: Notary Public
I,, Notary Public in and for said County and State, do dereby certify that on the day of, 2020, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, ays that he is the Mayor and that BRENDA 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 hereto 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 2020.
Notary Public
My Commission Expires:

EXHIBIT A

Temporary Construction Easement Area No. 1

Commencing at an existing iron rod located in the line of the property of the Grantor (Craven County parcel identification number 8-009-095) lying south of the southern right-of-way line of South Front Street, and having NC grid coordinates (NAD 83/2011) of N: 498,875.17 and E: 2,584,361.81; thence along and with said line of the property of the Grantor, North 86° 18' 28" East 65.80 feet to an existing iron pipe located 1.3 feet west of a corner of said property of the Grantor; thence South 04° 37' 18" East 83.75 feet to a point; thence South 03° 40' 14" East 20.02 feet to the POINT OF BEGINNING. Thence from said point of beginning South 03° 40' 14" East 10.0 feet to a point; thence South 84° 05' 33" West 287.2 feet to a point; thence North 03° 40' 14" West 10.0 feet to a point; thence North 84° 05' 33" East 286.33 feet to the point of beginning, all as shown on the attached Exhibit B, "Easement Survey Map for: The City of New Bern Permanent Utility and Maintenance Easement, City of New Bern Housing Authority, #225 Fleet Street" prepared by Rivers & Associates, Inc., dated April 24, 2017, which is incorporated herein by reference.

Temporary Construction Easement Area No. 2

Commencing at an existing iron rod located in the line of the property of the Grantor (Craven County parcel identification number 8-009-095) lying south of the southern right-of-way line of South Front Street, and having NC grid coordinates (NAD 83/2011) of N: 498,875.17 and E: 2,584,361.81; thence along and with said line of the property of the Grantor, North 86° 18' 28" East 65.80 feet to an existing iron pipe located 1.3 feet west of a corner of said property of the Grantor; thence South 04° 37' 18" East 83.75 feet to a point; thence South 84° 05' 33" West 289.54 feet to the POINT OF BEGINNING. Thence from said point of beginning South 70° 15' 22" West 205.11 feet to a point; thence North 75° 59' 38" West 112.86 feet to a point; thence South 59° 00' 22" West 95.41 feet to a point; thence South 37° 25' 36" West 49.26 feet to a point; thence South 63° 16' 58" West 21.85 feet to a point in the eastern right-of-way line of Liberty Street; thence along and with the eastern right-of-way line of Liberty Street North 32° 28' 37" West 10.0 feet to a point; thence North 63° 16' 58" East 20.6 feet to a point; thence North 37° 25' 36" East 48.9 feet to a point; thence North 59° 00' 22" East 101.5 feet to a point; thence South 75° 59' 38" East 114.0 feet to a point; thence North 70° 15' 22" East 200.9 feet to a point; thence in a southeasterly direction 10.0 feet to the point of beginning, all as shown on the attached Exhibit B, "Easement Survey Map for: The City of New Bern Permanent Utility and Maintenance Easement, City of New Bern Housing Authority, #225 Fleet Street" prepared by Rivers & Associates, Inc., dated April 24, 2017, which is incorporated herein by reference.

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving the 2020 Bryne Grant Memorandum of Understanding

Date of Meeting: November 24, 2020		Ward # if applicable:		
Department: Police		Person Submitting Item: Captain David Daniels		
Call for Public Hearing: □Yes⊠No		Date of Public Hearing:		
L'ADIMINATION OF ICCIN.		enter into a Memorandum of Understanding anty for the purpose of accepting the 2020 Memorial Grant.		
Actions Needed by Board:	Need board approval and signature by Mayor Outlaw			
Backup Attached:	Memo, resolution and MOU			
Is item time sensitive?				
Will there be advocates	opponents at tl	ne meeting? Yes No		
Cost of Agenda Item: N	I/A			
If this requires an expe and certified by the Fin		een budgeted and are funds available Yes No		

Additional Notes: Grant is in amount of \$10,754.00 and does not require matching funds. Funds will be used to purchase a police K9 and equipment to be used by the Coastal Narcotics Enforcement Team.





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

Police and Community come together here.

Toussaint E. Summers, Jr. Chief of Police

TO:

Mayor Outlaw and the Board of Alderman

FROM:

Toussaint E. Summers, Jr., Chief of Police

SUBJECT:

FY2020 Edward Byrne Memorial Justice Assistance Grant

DATE:

November 13, 2020

The New Bern Police Department submitted a grant application for the FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG). The grant was applied for jointly with Craven County. Notification of the \$10,754 award has been received, and the funds will be used to purchase a Police K9, rifle, and optics to aid in the investigation of illegal drugs. This grant requires no matching funds. A Memorandum of Understanding between the City and County with respect to use of the funds is required, and the County has approved and executed the MOU.

It is recommended that the Board of Aldermen consider entering into a Memorandum of Understanding with Craven County.

RESOLUTION

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

That the Memorandum of Understanding for the 2020 Byrne Justice Assistance Grant ("JAG") Program Award by and between Craven County 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 in duplicate originals for and on behalf of the City.

ADOPTED THIS 24th DAY OF NOVEMBER, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA COUNTY OF CRAVEN

MEMORANDUM OF UNDERSTANDING

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____day of November, 2020, by and between CRAVEN COUNTY, a body politic of the State of North Carolina, acting by and through its governing body, the Craven County Board of Commissioners (hereinafter referred to as "County"), and the CITY OF NEW BERN, a North Carolina municipal corporation, acting through its governing body, the City of New Bern Board of Aldermen (hereinafter referred to as "City").

WITNESSETH:

THAT WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of the Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the divisions of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City is not to provide any direct funds to the County from the JAG funds; and

WHEREAS, the City and County believe it to be in their best interests to allocate the JAG funds for a jointly shared project.

NOW THEREFORE, the County and City hereby agree as follows:

- Section 1. It is agreed that the CITY will not provide any direct funds to the County from the JAG award.
- <u>Section 2</u>. The COUNTY agrees that all funds will be used by the CITY to purchase a police K9 to be maintained by the CITY and a rifle and optics which will be maintained by the COUNTY.
- Section 3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the North Carolina Tort Claims Act.
- Section 4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the North Carolina Tort Claims Act.
- Section 5. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
- Section 6. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- Section 7. It is agreed that the CITY will provide data necessary for Quarterly and Annual Reporting as required.
- Section 8. By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a

signatory hereto.

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.

CRAVEN COUNTY

	CRAVEN COUNTY
(SEAL)	De Maria
	Chairman, Craven County Board of Commissioners
ATTEST:	
Clerk, Craven County Board of Commissio	ners
	CITY OF NEW BERN
(SEAL)	
	By:
ATTEST:	
Brenda E. Blanco, City Clerk	

Chip Hughes, Craven County Sheriff

Toussaint E. Summers, Jr., Chief of Police

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6 I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
New Bein City of. Name of Applicant Unit of Local Government	

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federa		3. Report Type:	
B a. contract	B a. bid/offer/application		A a. initial fil	
b. grant	b. initial award		b. materia	•
c. cooperative agreement	c. post-	award	000000000000000000000000000000000000000	Change Only:
d. loan				quarter
e. loan guarantee			date of las	st report
f. loan insurance				
4. Name and Address of Reporting	g Entity:		•	ubawardee, Enter Name
Prime Subawardee		and Address of	Prime:	
Tier	, if known:	N/A		
New Bern City of 300 Pollock St New Bern, NC 28560				
Congressional District, if known	1: 3	Congressional	District, if known:	
6. Federal Department/Agency:			m Name/Descripti	on:
US Department of Justice (DOK)		2020 Byrne Assist	tance Grant	
			if applicable: 16.738	8
8. Federal Action Number, if know	n:	9. Award Amount \$ 10,754.00	t, if known:	
10. a. Name and Address of Lobb	ving Registrant	b. Individuals Per	forming Services	(including address if
(if individual, last name, first r		different from N	lo. 10a)	
N/A		(last name, firs	t name, MI):	
		N/A		
11. Information requested through this form is authorized by title 31 U S C section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into This disclosure is required pursuant to 31 U S C 1352 This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.		Signature:		
		Print Name:	cik A. Stephe	as a second
		Title: City Manag	,	
		Telephone No.: <u>(2</u>	32) 639-2701	Date:
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL. DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
- 2. Identify the status of the covered Federal action
- 3 Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants
- 5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known
- 6 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency) Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI)
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

$P_{\text{olice Department}}^{\text{City of New Bern}}$

PROPOSAL FOR:

Purchase of police K9, rifle and optics for Multi-Jurisdictional Task-Force Program

PROPOSAL DATE:

August 18, 2020

GRANT DEADLINE:

August 19, 2020 by 11:59pm

GRANT:

Edward Byrne Memorial JAG Program

APPLICATION No.:

2020-H9021-NC-DJ

CONTACT:

David Daniels, Captain

By:

David Daniels, Captain

RE: Purchase of Police K9, rifle and optics to combat illegal drug trade

The New Bern Police Department and the Craven County Sheriffs Office will utilize FY 2020 JAG funds to purchase a Police K9 and a precision firearm to aid in the investigations and prosecution of the illicit drug trade. The funds will also aid for the initial training, equipment and certification of the K9 and its new handler. The purpose of this proposal is to provide a scope of work, schedule, and costs associated with the proposed project under this grant application.

Background

The opioid crises continues to spread throughout communities across the country and is taking countless lives. As the crisis thrives, associated criminal activity has the potential to threaten even more residents with additional criminal activity ranging from simple property crimes to serious violent assaults. To aid combat this spread, the Craven County Sheriff's Office and the City of New Bern Police Department joined forces in 2013 to form the Coastal Narcotic Enforcement Team. The Coastal Narcotic Enforcement Team (CNET) is a multi-jurisdictional narcotics task force comprised of sworn law enforcement detectives and investigators from Craven, Carteret, and Pamlico Counties. Both the Craven County Sheriffs Office and the New Bern Police Department have police K9's and patrol our communities 24 hours a day, 7 days a week and have made positive impacts throughout the county. Those positive impacts include the apprehension of suspects, the protection of their handler from violent assaults, tracking of lost persons. The K9 program also serves a vital role in the department's community outreach through demonstrations and other community engagement opportunities.

Scope of Work

As outlined in the background section above, the K9 program is vital to both agencies mission and objectives. The K9 teams serve a vital role in the agencies community policing initiatives and the seizure of illegal drugs and successful prosecution of the drug offenders. Currently, K9 units are assigned to each patrol team, covering the entire county 24 hours a day, 7 days a week. K9 teams are expected to respond to a wide variety of calls to maximize their benefit. Those calls include burglary in progress calls, intrusion and/or robbery alarms, and events in progress or just occurred, felony or misdemeanor crimes where the suspect has fled on foot and K-9 tracking is possible, alarm or open door/window calls where the K-9 Team will be the primary building search unit, Locating lost adults or children and Locating discarded evidence or contraband to include illegal narcotics.

In addition to the K9 programs, both the Craven County Sheriff's Office and the New Bern Police Department have highly training Special Response Teams that aid in the apprehension of often time violent drug offenders. The funds will be used to purchase a precision rifle to be used by the Craven County Sherriff's Office and additional optics for existing firearms in use by the Sheriff's office team. The weapon and optics will be used to assist in the safety arrest of persons suspected of selling controlled substances throughout the county.

Schedule

Due to the small scale of this proposed project, the anticipated completion date is between six (6) and nine (9) months after award.

Costs

The estimated project cost is \$10,754.00 (Table 1) and no additional unforeseen costs are anticipated.

Table 1 Estimated costs of equipment for the multi-jurisdictional task force

Item	Item Qty Unit		Total
		Cost	Cost
Police K9	1	\$7,100.00	\$7,100.00
Custom Springfield rifle with optics	1	\$790.00	\$790.00
Sparc AR Red Dot Optics	15	184.44	\$2,766.60
		Sub Total	\$10,754.00
Estimated S&H			\$97.40
Grant Total			\$10,754.00

FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG)

Attachment A Abstract & Project Identifiers

Name: City of New Bern, NC Application Number: 2020-H9021-NC-DJ

Title of Project: Police Canine Project

Date: 08/21/2020

Goals of the Project: To purchase a police Canine, rifle and optics to aid in the investigation and prosecution of the illegal drug trade. The Police K9 will also be used during community outreach opportunities.

Project Description: The New Bern Police Department will utilize FY 2020 JAG funds to purchase a Police K9, a rifle and optics. The purpose of this proposal is to provide a scope of work, schedule, and costs associated with the proposed project under this grant application.

Project identifiers:

Canines

Career Criminals Community Policing Crime Prevention

Drug Market Intervention

Drug Offenders

Drugs Education

Equipment - General

Gangs

FY 2020 BJA Justice Assistance Grant

Attachment B Communication with DHS/ICE Statement

Name: City of New Bern, NC Application Number: 2020-H9021-NC-DJ

Title of Project: Police Canine Project

RE: Statement regarding Communication with Department of Homeland Security (DHS) and/or

Immigration and Customs Enforcement (ICE)

Date: 08/21/2020

The City of New Bern does not have any laws, policies, or practices related to whether, when or how employees communicate with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE). Furthermore, the City of New Bern is not subject to any laws from the State of North Carolina regarding the same.

FY 2020 BJA Justice Assistance Grant

Attachment C Disclosure of Pending Applications

Name: City of New Bern, NC Application Number: 2020-9021-NC-DJ

Title of Project: Police Canine Project

RE: Disclosure of Pending Applications for Federally Funded Grants or Cooperative

Agreements

Date: 08/21/2020

The City of New Bern does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

FY 2020 BJA Justice Assistance Grant

Attachment D Disclosure of Pending Applications

Name: New Bern City of Application Number: 2020-H9021-NC-DJ

Title of Project: Police Canine Project

RE: Disclosure of Pending Applications for Federally Funded Grants or Cooperative

Agreements

Date: 08/21/2020

The City of New Bern does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution Approving a Master Services Agreement with Pike Engineering, LLC and Authorizing the Execution of Requests for Services

Date of Meeting: November 24, 2020		Ward # if applicable: N/A		
Department: Public Utilities		Person Submitting Item: Charles Bauschard		
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A		
3				
Explanation of Item:	A Master Services Agreement with Pike Engineering for the engineering, design and project coordination of several NCDOT related projects that involve relocation of utilities and fibers.			
Actions Needed by Board:	Consider adopting the resolution			
Backup Attached:	Memo, Resolution, Master Services Agreement, 8 Requests for Services, and Vendor's Request for Qualifications, Statement of Qualifications			
Is item time sensitive?	Vos □No			
Will there be advocate	s/opponents at the	he meeting? □Yes ☒ No		
Cost of Agenda Item:	N/A			
		een budgeted and are funds available		
and certified by the Fin	nance Director?	□Yes □ No		



210 Kale Road, P.O. Box 1129 New Bern, NC 28563-1129

New Delli, NC 20505-11

TO: Mayor Outlaw, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Mark Stephens, City Manager; File

SUBJECT: Master Service Engineering and Design Service Agreement.

DATE: November 16, 2020

Staff requests your consideration of a Master Service Agreement with Pike Engineering to provide engineering, design, and project coordination services as related to electric utility projects and operations. There is no cost associated with the Master Services Agreement. However, pursuant to the terms of the agreement, Requests for Services ("Requests") will be executed to initiate the performance of services as needed. Staff is requesting approval for the following Requests to be executed at this time for the following NCDOT-related projects:

 relocate City-owned electric utilities for the purpose of constructing the NCDOT US 70 James City project - U-5713, R-5777A, R-5777B; estimated cost for engineering services is \$419,220 and \$233,000 for project coordination services, both of which are reimbursable by NCDOT;

relocate City-owned electric utilities for the purpose of constructing the NCDOT US
70 Thurman Rd to Havelock Bypass - R-5777 C; estimated cost for engineering
services is \$403,000 and \$217,000 for project coordination services, both of which
are reimbursable by NCDOT;

 relocate City-owned electric utilities for the purpose of constructing the NCDOT Havelock Bypass - R-1015; estimated cost for engineering services is \$81,800 and is reimbursable by NCDOT;

 d. relocate City-owned electric utilities for the purpose of constructing the NC 43 Connector - R-4463A; estimated cost for engineering services is \$105,000 and is reimbursable by NCDOT

e. relocate City-owned electric utilities for the purpose of constructing the Roundabout at MLK/ Neuse Blvd; U-5993; estimated cost for engineering services is \$55,000 and is reimbursable by NCDOT;

f. relocate shared ownership fiber utilities for the purpose of constructing the NCDOT US 70 James City project - U-5713, R-5777A, R-5777B; estimated cost for engineering services is \$58,900 and is not reimbursable by NCDOT; the City will seek reimbursement from the County;

g. relocate shared ownership fiber utilities for the purpose of constructing the NCDOT Havelock Bypass - R-1015; estimated cost for engineering services is \$35,800 and is not reimbursable by NCDOT; the City will seek reimbursement from the County and/or City of Havelock.

Staff solicited a request for qualifications for the work to be performed, and Pike Engineering was the only company to provide a submittal. They are highly qualified and have demonstrated previous experience with similar work. They are also sufficiently staffed in this region to support this type of work. Execution of this agreement acknowledges that Pike Engineering may be requested from time to time to perform such work based on the needs of City and that additional Requests for Services may be tendered.

RESOLUTION

THAT WHEREAS, qualifications were sought for the engineering services related to various electric utility projects and operations, and Pike Engineering, LLC was the only company to respond; and

WHEREAS, it is recommended that a Master Services Agreement ("Agreement") be executed with Pike Engineering, LLC for these services and that Requests for Services be executed pursuant to the Agreement for the following:

- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-5777C (US 70 Thurman Rd to Havelock By-pass);
- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-1015 (Havelock By-pass);
- d. Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-4463A (NC 43 Connector);
- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5593 (MLK Roundabout);
- f. Engineering Services for Relocation of Fiber Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
- g. Engineering Services for Relocation of Fiber Utilities as Related to NCDOT Project R-1015 (Havelock By-pass).

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

THAT the Master Services Agreement between Pike Engineering, LLC 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 in duplicate originals for and on behalf of the City; and

FURTHER, THAT the following Requests for Services, copies of which are attached hereto and incorporated herein by reference, be executed in duplicate originals:

 Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);

- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-5777C (US 70 Thurman Rd to Havelock By-pass);
- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-1015 (Havelock By-pass);
- d. Engineering Services for Relocation of Electric Utilities Related to NCDOT Project R-4463A (NC 43 Connector);
- Engineering Services for Relocation of Electric Utilities Related to NCDOT Project U-5593 (MLK Roundabout);
- f. Engineering Services for Relocation of Fiber Utilities Related to NCDOT Project U-5713/R-577A & B (US 70 James City);
- g. Engineering Services for Relocation of Fiber Utilities as Related to NCDOT Project R-1015 (Havelock By-pass).

ADOPTED THIS 24TH DAY OF NOVEMBER, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is entered into effective as of November 24, 2020 (the "Effective Date") by and between Pike Engineering, LLC ("Company") and City of New Bern ("Client").

WHEREAS, Company is in the business of providing engineering, technical, construction, maintenance and related services, and is engaged from time to time by its clients to provide such services; and

WHEREAS, Client desires to have Company provide such services from time to time in support of certain projects; and

WHEREAS, Company desires to perform such services for Client from time to time on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto intending to be legally bound agree as follows:

1. SCOPE OF SERVICES.

- (a) Client desires Company to perform certain engineering, technical, construction, maintenance and related services as may be requested by Client from time to time (the "Services").
- (b) Upon mutual execution of a Request for Services substantially in the form attached hereto as Appendix A, Company shall supply, and Client shall procure, the Services described therein. Each Request for Services issued hereunder by Client and accepted by Company shall be governed by the provisions of this Agreement. No additional terms shall apply to the Services unless mutually agreed upon between the parties in an applicable Request for Services. If required by Client, a purchase order or similar work authorization document may be issued by Client in addition to and/or in lieu of a Request For Services provided such purchase order or work authorization document states that the governing terms and conditions is this Agreement. It is specifically agreed that any preprinted terms and conditions appearing on a purchase order or work authorization shall have no force or effect pursuant to the Services.
- 2. <u>COMPENSATION</u>. For performance of the Services, Client shall pay Company the compensation specified in each Request for Services. This compensation shall be billed to Client at a frequency no less than weekly or as otherwise specified in a specific Request for Services, and shall be due and payable upon receipt of the invoice. If for any reason Client fails to pay Company in full within thirty (30) days from the date of an invoice, Client shall pay Company a late payment charge each month equal to the prime rate for any unpaid balance or the highest rate permitted by law, whichever is greatest. If Client fails to pay Company in full within sixty (60) days from receipt of an invoice, or if Company otherwise has concerns regarding Client's credit, Company may suspend its performance of the Services until all outstanding invoices have been paid in full by Client or until Company otherwise becomes comfortable with Client's credit. Unless otherwise specified in a Request for Services, all payments are due in U.S. dollars, and rates are net of non-U.S. taxes that may be assessed, or any U.S. state government sales or use taxes that are or may become applicable to the Services.
- 3. <u>REPRESENTATIVES</u>. Company will function in cooperation with and subject always to the direction and control of Client's authorized officers or representatives designated in the applicable Request for Services. Company shall also designate a representative in each Request for Services.
- 4. RECORDS. For a period of one (1) year after completion of the applicable Services, Company will, if requested by Client, provide necessary supporting records for audit purposes with respect to Services performed on a time and materials basis only. Client shall appoint a third-party auditor, to be approved by Company in its sole discretion, to inspect and copy such records during normal business hours upon a reasonable prior written request from Client, for the purpose of verifying the time and materials costs incurred by Client with respect to the Services. Client shall bear any and all costs incurred in connection with its inspection, copying and related audit activities allowed pursuant to this provision. The purpose of any such audit shall be only for verification of such

Page 1 of 8

time and materials costs. Company shall not be required to keep records of, or provide access to, the calculations or make-up of any lump sum, fixed rates, time and material rates, equipment rates, insurance rates, unit rates or other amounts expressed as a percentage of other costs, except for the correct and actual application of such rates as the parties may agree to for applicable Services. The third-party auditor shall only certify to Client as to whether such records are compliant or not compliant with respect to the time and materials costs, and such third-party auditor shall only provide Client the portion(s) of Company's records that are not compliant. All third-party auditors and/or other accountants compensated in whole or in part by Client, on a contingency fee basis or paid based on the number or amount of alleged overcharges or other mistakes found shall be prohibited from auditing Company's records. In no event shall any extrapolation techniques or any other similar auditing methods be used in an audit.

5. CONFIDENTIALITY.

- (a) Both parties acknowledge that in the performance of their obligations hereunder, a party (a "Receiving Party") may come into contact with Confidential Information (as defined below) of the other party (a "Disclosing Party"). A Receiving Party shall not (i) use Confidential Information of a Disclosing Party for any purpose other than performing such Receiving Party's obligations hereunder and (ii) except as permitted herein, disclose or permit the disclosure of any Confidential Information of such Disclosing Party to any third party. Notwithstanding the foregoing (i) Company may disclose Client's Confidential Information to its permitted subcontractors and/or Company's employees and/or the employees of Company's permitted subcontractors who need to know Client's Confidential Information in order for Company to perform its obligations hereunder and who agree to receive such information subject to the confidentiality provisions of this Agreement, and (ii) Client may disclose Confidential Information of Company as is reasonably necessary for Client to adequately use and/or maintain the subject of the Services. Each party shall be liable for a breach of the confidentiality provisions of this Agreement by any of its respective subcontractors, employees, employees of subcontractors, and agents.
- (b) "Confidential Information" means any and all of a Disclosing Party's information in any form that is not generally known to third persons, including but not limited to the existence and terms and conditions of this Agreement and information relating to a Disclosing Party's: plant designs, specifications, and layouts; equipment designs; product designs and specifications; and processes, formulas, trade secrets, pricing, rates and methodologies. Except with respect to the existence and terms and conditions of this Agreement, Confidential Information does not include information that, as shown by documentary evidence, (w) is or becomes generally available or known to the public through no fault of the Receiving Party; (x) is already known by or available to the Receiving Party prior to the disclosure by the Disclosing Party; (y) is subsequently disclosed to the Receiving Party by a third party who is not under any confidentiality obligation to the Disclosing Party; or (z) has already been or are hereafter independently acquired or developed without violating any obligation that the Receiving Party has to the Disclosing Party.
- 6. TERMINATION. Client or Company may terminate this Agreement for its respective convenience by providing thirty (30) days' prior written notice to the other party; provided, however, pursuant to such a termination, any Services to be performed pursuant to a Request for Services mutually executed by the parties prior to the date of such termination must be completed pursuant to such Request for Services unless the parties mutually agree otherwise. In addition to the foregoing, Client may terminate any individual Request for Services by providing thirty (30) days' prior written notice to Company, but such termination shall not relieve Client of its obligation to pay Company for expenses incurred and Services performed up to the date of termination and all reasonable expenses which Company incurs by reason of such termination.

7. <u>WARRANTY</u>.

(a) WITH RESPECT TO THE SERVICES PROVIDED BY COMPANY, COMPANY WARRANTS THAT ITS SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH PROFESSIONAL INDUSTRY STANDARDS OF SIMILARLY SITUATED BUSINESSES PROVIDING SIMILAR SERVICES. THERE IS NO OTHER WARRANTY OR REPRESENTATION, WHETHER STATUTORY, EXPRESSED OR IMPLIED. THE SOLE LIABILITY OF COMPANY RELATING TO THE SERVICES SHALL BE LIMITED TO REPERFORMING AT COMPANY'S EXPENSE ANY SERVICES PERFORMED BY COMPANY WHICH HAVE FAILED TO MEET THE ABOVE WARRANTY, IF SUCH FAILURE IS PROMPTLY REPORTED TO COMPANY NOT LATER THAN ONE (1) YEAR FOLLOWING COMPLETION OF THE APPLICABLE

SERVICES. THE FOREGOING REMEDY SHALL BE CLIENT'S SOLE REMEDY FOR ANY FAILURE OF COMPANY TO COMPLY WITH ITS WARRANTY OBLIGATIONS.

(b) WITH RESPECT TO ANY EQUIPMENT AND/OR MATERIALS PROVIDED PURSUANT TO THE SERVICES, SUCH SHALL BE PROVIDED ON AN "AS-IS, WHERE-IS, WITH ALL-FAULTS" BASIS, PROVIDED THAT COMPANY SHALL PASS THROUGH ANY MANUFACTURER WARRANTIES AVAILABLE FOR ASSIGNMENT TO CLIENT WITH RESPECT TO ANY SUCH EQUIPMENT AND/OR MATERIALS.

8. MUTUAL INDEMNITY.

- CLIENT AGREES TO INDEMNIFY, DEFEND (BUT ONLY IF SO ELECTED BY COMPANY AT ITS SOLE DISCRETION) AND HOLD HARMLESS COMPANY, ITS AFFILIATES, JOINT VENTURE PARTNERS, SUBSIDIARIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY, "COMPANY INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL PROCEEDINGS, CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY A COMPANY INDEMNIFIED PARTY IN DEFENDING THE FOREGOING OR INCURRED IN ENFORCING CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER) (COLLECTIVELY, "DAMAGES"), IN ANY MANNER ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES HEREUNDER, TO THE EXTENT THAT ANY SUCH DAMAGES ARE CAUSED BY ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS, BREACH OF THE AGREEMENT OR ANY WILLFUL MISCONDUCT OF CLIENT, ITS SUBCONTRACTOR(S), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND REGARDLESS OF WHETHER OR NOT A COMPANY INDEMNIFIED PARTY WOULD OTHERWISE BE LIABLE FOR SUCH DAMAGES UNDER A STATUTORY OR COMMON LAW STRICT LIABILITY STANDARD. FOR THE AVOIDANCE OF DOUBT, CLIENT SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY COMPANY INDEMNIFIED PARTY HEREUNDER FOR THAT PORTION OF ANY DAMAGES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A COMPANY INDEMNIFIED PARTY.
- COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, ITS AFFILIATES, JOINT VENTURE PARTNERS, SUBSIDIARIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY, "CLIENT INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL PROCEEDINGS, CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY A CLIENT INDEMNIFIED PARTY IN DEFENDING THE FOREGOING OR INCURRED IN ENFORCING COMPANY'S INDEMNIFICATION OBLIGATIONS HEREUNDER) (COLLECTIVELY, "DAMAGES"), IN ANY MANNER ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES HEREUNDER, TO THE EXTENT THAT ANY SUCH DAMAGES ARE CAUSED BY ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS, BREACH OF THE AGREEMENT OR ANY WILLFUL MISCONDUCT OF COMPANY, ITS SUBCONTRACTOR(S), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND REGARDLESS OF WHETHER OR NOT A CLIENT INDEMNIFIED PARTY WOULD OTHERWISE BE LIABLE FOR SUCH DAMAGES UNDER A STATUTORY OR COMMON LAW STRICT LIABILITY STANDARD. FOR THE AVOIDANCE OF DOUBT, COMPANY SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY CLIENT INDEMNIFIED PARTY HEREUNDER FOR THAT PORTION OF ANY DAMAGES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A CLIENT INDEMNIFIED PARTY.

9. LIMITATION OF LIABILITY.

(a) COMPANY'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE

COMPENSATION PAID TO COMPANY PURSUANT TO THE APPLICABLE REQUEST FOR SERVICES, AND CLIENT HEREBY RELEASES COMPANY FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

- (b) NEITHER PARTY SHALL BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.
- (c) ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF, OR PROTECTION AGAINST LIABILITY OF COMPANY, SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS AND EMPLOYEES, AND AFFILIATED ENTITIES OF COMPANY AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES. ANY CAUSE OF ACTION OR OTHER CLAIM RELATING TO THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER COMPLETION (OR TERMINATION) OF THE APPLICABLE SERVICES. THE PROVISIONS OF THIS SECTION 9 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.
- 10. <u>DELAYS</u>; FORCE MAJEURE. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of the affected party, such as acts of God, industrial conflicts (including without limitation, strikes, lockouts and work interruptions); government rules, regulations, suspensions or requisitions of any kind; fires; floods; unusual weather; casualties or accidents. Either party affected by a force majeure event shall, upon learning of such event, give notice to the other party, stating the nature of the force majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.
- 11. <u>INSURANCE</u>. Upon execution of the Agreement and until completion of the Services, Company shall provide a Certificate of Liability Insurance evidencing insurance applicable to its operations as follows:
- (a) Workers' Compensation Insurance at statutory limits, and Employer's Liability Insurance with a limit of \$1,000,000 per accident to provide for payment to Company's employees employed on or in connection with the Services covered by this Agreement and/or their dependents, of Workers' Compensation benefits including, when required, Occupational Disease benefits in accordance with the applicable law including the U.S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act.
- (b) Commercial General Liability Insurance (including Premises Operations, Explosion, Collapse, Underground, Contractual Liability, Independent Contractor's Liability, and Products/Completed Operations Insurance) with a limit of \$3,000,000 each occurrence and \$3,000,000 in the aggregate, for bodily injury and/or personal injury, including death, and property damage.
- (c) Commercial Automobile Liability Insurance (including owned, non-owned and hired automobiles) with a combined single limit for bodily injury, death, and property damage of \$3,000,000 per accident. This coverage does not apply to Client-furnished vehicles which are used by Company on a temporary or incidental basis (i.e. not permanently assigned to Company). On such vehicles, Client shall maintain similar insurance for Company's benefit.
- (d) Professional Liability Insurance with a limit of \$1,000,000 each claim and annual aggregate if Company provides professional services as a part of their scope of work under any Request for Services.
- 12. ARBITRATION. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be resolved by arbitration substantially in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Charlotte, North Carolina. Judgment upon any arbitration award may be entered in any court having jurisdiction, the parties hereby consenting to the jurisdiction of such courts for this purpose. Each party shall be entitled, under the supervision of the Arbitrator, to the amount of pre-arbitration

discovery deemed reasonable by the Arbitrator. The discovery period shall not exceed sixty (60) days. The Arbitrator shall give full effect to Sections 7, 8 and 9 and shall not deviate therefrom.

13. NOTICES. Unless otherwise provided herein, in the event notice is required to be given to a party pursuant to any provision of this Agreement, such notice shall be properly given and in full compliance with this Agreement if such notice is in writing and is delivered: (a) by an internationally recognized overnight courier, postage prepaid; (b) by personal delivery to the party; or (c) by facsimile if promptly confirmed by first-class mail or internationally recognized overnight courier, in each case postage prepaid, to the parties at the addresses and/or numbers listed below:

If to Company:

Pike Engineering Attn: Jordan Overbee Director of Engineering 7001 Pinecrest Road Raleigh, NC 27613 Phone: 919-649-9565 Email: JOverbee@pike.com

With a copy to:

Pike Enterprises, LLC Attn: John Kiser – Director of Contracts P.O. Box 868 100 Pike Way Mount Airy, N.C. 27030 Phone: 803-835-7858

Fax: 803-835-7823 Email: jkiser@pike.com

If to Client:

City of New Bern Attn: Mike Harper – Electric T&D Manager 210 Kale Road, P.O. Box 1129 New Bern, NC 28563

Phone: 252-639-2840

Email: Harperm@newbernnc.com

or at such other address or numbers as the parties may have furnished to the other in writing in accordance with this <u>Section 13</u>. Such notice shall be deemed delivered (x) upon receipt if delivered personally, (y) on the next business day if sent by internationally recognized overnight courier, or (z) the day of sending if sent by facsimile or email transmission in accordance with the terms hereof.

- 14. <u>SURVIVAL</u>. The provisions of <u>Sections 4, 5, 7, 8, 9, 12, and 14</u> of the Agreement shall survive the termination or cancellation of this Agreement and the completion of the Services performed hereunder and shall remain in effect.
- 15. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, excluding any State's conflicts of law principles. Each party, for itself and its successors and assigns, hereby expressly and irrevocably consent to the exclusive jurisdiction of the state and federal courts sitting in Charlotte, North Carolina, for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to this Agreement. Both Company and Client waive personal service of any and all process, and each consents that all service of process may be made by Registered Mail, Return

Receipt Requested, directed to a party at its proper address. Both Company and Client waive any objection based on *forum non conveniens* or any objection to venue of any such action.

- 16. CHANGE ORDERS. Without invalidating the Agreement, Company or Client may order changes in the Services required thereunder consisting of additions, deletions or other revisions, including but not limited to drawings and changes to specifications. Such party shall submit a written request (each, a "Change Order") to the other party describing the nature of the proposed change(s). In the case of a Change Order initiated by Company, Client shall promptly review Company's proposal and notify Company in writing of any objections, or otherwise countersign the proposed Change Order. In the case of a Change Order initiated by Client, Company shall specify the effect, if any, that Client's proposed change(s) would have on the Services, the price, the payment schedule, the completion date and any other provisions under the Agreement or Request for Services. The parties shall come to a mutual agreement on such proposed changes via a Change Order executed by both parties. In the event of a disagreement in the proposed change(s), either party shall have the ability to terminate the applicable Request for Services at issue.
- 17. <u>NO THIRD-PARTY BENEFICIARIES</u>. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
- 18. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld; provided that Company may assign this Agreement or any portion of the Services to any of its affiliates or subsidiaries without prior written consent from Client.
- 19. <u>INTERPRETATION AND SEVERABILITY</u>. Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.
- **20.** AMENDMENT; WAIVER. This Agreement may be amended only by a written agreement executed by both parties. No provision of this Agreement may be waived except by an instrument signed by the party against whom the enforcement of such waiver is sought, and then only to the extent set forth in such instrument.
- **21.** COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. <u>ENTIRE AGREEMENT</u>. The terms and conditions set forth herein, including <u>Appendix A</u>, constitute the complete statement of their agreement and all prior communications relating to the subject matter of this Agreement, whether oral or written, are hereby superseded.
- **IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be signed by a duly authorized representative as of the Effective Date.

Pike Engineering, LLC	City of New Bern
By:	By:
Name:	Name:
Title:	Title:
	ATTEST:
	Brenda E. Blanco, City Clerk

REQUEST FOR SERVICES

Engine Agreen Capital for Ser	ering, LLC ("Company") and City of New Bernent (the "Agreement") by and between Clized terms used but not defined herein shall have	we the meaning given to them in the Agreement. This Request tipulate the scope of Services to be provided by Company to
I.	Scope of Services:	
	Company shall perform the following Service	es for Client:
II.	Schedule:	
III.	Pricing/Compensation:	
IV.	Information to be furnished to Company b	y Client:
	Client shall provide the following information	n to Company in connection with the Services:
V.	Information to be furnished to Client by C	company:
	Company shall provide the following information	ation to Client in connection with the Services
VI.	Designated Representatives:	
	Company Designated Representative:	·
	Client Designated Representative:	.
VII.	Additional Terms (if applicable):	
author	IN WITNESS WHEREOF, each of the partized representative as of the date first set forth a	ties has caused this Request for Services to be signed by a duly above.
Pike E	Engineering, LLC	City of New Bern
Ву:		By:
Name	:	Name:
Title:_		Title:
		ATTEST:
		Brenda E. Blanco, City Clerk

REQUEST FOR SERVICES

This **REQUEST FOR SERVICES** is entered into as of the 24th day of November, 2020, by and between Pike Engineering, LLC ("Company") and the City of New Bern, North Carolina ("Client"), is issued pursuant to that certain Master Services Agreement (the "Agreement") by and between Company and Client dated as of November 24, 2020. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

I. Scope of Services:

Company shall perform the following Services for Client: James City Freeway U-5713/R-5777A&B

Electric Engineering Services as requested for the relocation of City of New Bern electric utilities required for the above NCDOT project to include completing a UPEA, full Cost Estimate and URA, relocation design and drawings for construction.

Overall Project Management and Coordination per the URA description approved by the NCDOT.

Each of these task will be authorized individually by the City of New Bern.

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Project Engineering and Design per the UPEA-Budget established at \$419,220

Project Coordination Per the URA-Budget established at \$233,000

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services: Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: ____Jordan Overbee. , Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

Pike Engineering, LLC	City of New Bern, North Carolina
By:	Ву:
Name: Byron Bass	Name: Dana E. Outlaw
Title: Vice President of Engineering	Title: Mayor
	ATTEST:
	Brenda E. Blanco, City Clerk
	Dional 2. Dianes, only cross
	(SEAL)
FINANCE OFFICER'S This instrument has been preaudited in the Control Act.	CERTIFICATION STATEMENT manner required by The Local Government Budget and Fisca
This day of November, 2020.	
	Mary Hogan, Finance Officer

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

Hourly Rates		Rates
Classification	Straight Time	Overtime
Description	Hourly Rate	Overtime
Senior Project Manager	\$150.00	\$150.00
Professional Engineer	\$120.00	\$120.00
Project Manager	\$110.00	\$110.00
Engineer	\$100.00	\$100.00
Senior Distribution Designer	\$80.00	\$108.00
Distribution Designer	\$70.00	\$94.50
Distribution Staking Technician	\$60.00	\$81.00
CAD/GIS Technician	\$55.00	\$74.25
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software
- - US Mail & Office Supplies Facilities Costs including Telecommunications

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines,
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

REQUEST FOR SERVICES

This **REQUEST FOR SERVICES** is entered into as of the 24th day of November, 2020, by and between Pike Engineering, LLC ("Company") and the City of New Bern, North Carolina ("Client"), is issued pursuant to that certain Master Services Agreement (the "Agreement") by and between Company and Client dated as of November 24, 2020. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

I. Scope of Services:

Company shall perform the following Services for Client R-5777C US 70 Thurman Rd to Havelock By-Pass

Electric Engineering Services as requested for the relocation of City of New Bern electric utilities required for the above NCDOT project to include completing a UPEA, full Cost Estimate and URA, relocation design and drawings for construction.

Overall Project Management and Coordination per the URA description approved by the NCDOT.

Each of these task will be authorized individually by the City of New Bern.

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Project Engineering and Design per the UPEA-Budget established at \$403,000

Project Coordination Per the URA-Budget established at \$217,000

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services:

Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: <u>Jordan Overbee.</u>, Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

authorized representative as of the date first set forth above.

Pike Engineering, LLC	City of New Bern, North Carolina
By:	By:
Name: Byron Bass	Name: Dana E. Outlaw
Title: Vice President of Engineering	Title: Mayor
	ATTEST:
	Brenda E. Blanco, City Clerk
	(SEAL)
FINANCE OFFICER'S CE	ERTIFICATION STATEMENT

IN WITNESS WHEREOF, each of the parties has caused this Request for Services to be signed by a duly

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal

Mary Hogan, Finance Officer

This _____ day of November, 2020.

Control Act.

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

	Hourly Rates	
Classification	Straight Time	Overtime
Description	Hourly Rate	Overtime
Senior Project Manager	\$150.00	\$150.00
Professional Engineer	\$120.00	\$120.00
Project Manager	\$110.00	\$110.00
Engineer	\$100.00	\$100.00
Senior Distribution Designer	\$80.00	\$108.00
Distribution Designer	\$70.00	\$94.50
Distribution Staking Technician	\$60.00	\$81.00
CAD/GIS Technician	\$55.00	\$74.25
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines,
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

REQUEST FOR SERVICES

This **REQUEST FOR SERVICES** is entered into as of the 24 day of November, 2020, by and between Pike Engineering, LLC ("Company") and the City of New Bern, North Carolina ("Client"), is issued pursuant to that certain Master Services Agreement (the "Agreement") by and between Company and Client dated as of November 24, 2020. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

I. Scope of Services:

Company shall perform the following Services for Client: NCDOT Project R-1015 US 70 (Havelock by-Pass) from south of Carteret/Craven County line to south of SR 1176 (Caroline Pines Blvd.), Craven County, North Carolina

Electric Engineering Services as requested for the relocation of City of New Bern electric utilities required for the above NCDOT project to include completing a UPEA, finalizing the Cost Estimate and URA, and finalizing the design and drawings for construction.

Each of these task will be authorized individually by the City of New Bern

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Budget established at \$81,800

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services: Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: ___Jordan Overbee. , Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

City of New Bern, North Carolina
By:
Name: Dana E. Outlaw
Title: Mayor
ATTEST:
Brenda E. Blanco, City Clerk
(SEAL)
ERTIFICATION STATEMENT anner required by The Local Government Budget and Fiscal

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

(F) (B) (B) (B) (B) (B) (B) (B) (B)	Hourly Rates	
Classification	Straight Time	Overtime
Description	Hourly Rate	Overtime
Senior Project Manager	\$150.00	\$150.00
Professional Engineer	\$120.00	\$120.00
Project Manager	\$110.00	\$110.00
Engineer	\$100.00	\$100.00
Senior Distribution Designer	\$80.00	\$108.00
Distribution Designer	\$70.00	\$94.50
Distribution Staking Technician	\$60.00	\$81.00
CAD/GIS Technician	\$55.00	\$74.25
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software
- US Mail & Office Supplies
 Facilities Costs including Telecommunications

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines,
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

REQUEST FOR SERVICES

This **REQUEST FOR SERVICES** is entered into as of the 24th day of November, 2020, by and between Pike Engineering, LLC ("Company") and the City of New Bern, North Carolina ("Client"), is issued pursuant to that certain Master Services Agreement (the "Agreement") by and between Company and Client dated as of November 24, 2020. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

I. Scope of Services:

Company shall perform the following Services for Client: NCDOT Project R-4463A NC 43 Connector from US 70 to US 17 Business, Craven County, North Carolina

Electric Engineering Services as requested for the relocation of City of New Bern electric utilities required for the above NCDOT project to include completing a UPEA, full Cost Estimate and URA, relocation design and drawings for construction.

Each of these tasks will be authorized individually by the City of New Bern

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Budget established at \$105,000

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services: Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: <u>Jordan Overbee.</u>, Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

Pike Engineering, LLC	City of New Bern, North Carolina
By:	Ву:
Name: Byron Bass	Name: Dana E. Outlaw
Title: Vice President of Engineering	Title: Mayor
	ATTEST:
	Brenda E. Blanco, City Clerk
	Dicha E. Dianco, City Clerk
	(SEAL)
FINANCE OFFICER'S CER	TIFICATION STATEMENT
This instrument has been preaudited in the man	ner required by The Local Government Budget and Fiscal
Control Act.	
TI : 2020	
This day of November, 2020.	
	Mary Hogan, Finance Officer

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

Hourly Rat		Pates
Classification	Straight Time	Overtime
Description	Hourly Rate	A STATE OF THE PARTY OF THE PAR
Senior Project Manager	\$150.00	\$150.00
Professional Engineer	\$120.00	\$120.00
Project Manager	\$110.00	\$110.00
Engineer	\$100.00	\$100.00
Senior Distribution Designer	\$80.00	\$108.00
Distribution Designer	\$70.00	\$94.50
Distribution Staking Technician	\$60.00	\$81.00
CAD/GIS Technician	\$55.00	\$74.25
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software
- US Mail & Office Supplies Facilities Costs including Telecommunications

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines,
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

REQUEST FOR SERVICES

This **REQUEST FOR SERVICES** is entered into as of the 24th day of November, 2020, by and between Pike Engineering, LLC ("Company") and the City of New Bern, North Carolina ("Client"), is issued pursuant to that certain Master Services Agreement (the "Agreement") by and between Company and Client dated as of November 24, 2020. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

I. Scope of Services:

Company shall perform the following Services for Client: NCDOT Project U-5993 Intersection of NC 55 (Neuse Blvd) at SR 1395 (Dr. M.L. King Jr. Blvd), also referred to as Neuse/ MLK Roundabout

Electric Engineering Services as requested for the relocation of City of New Bern electric utilities required for the above NCDOT project to include completing a UPEA, full Cost Estimate and URA, relocation design and drawings for construction.

Each of these task will be authorized individually by the City of New Bern

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Budget established at \$55,000

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services: Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: __Jordan Overbee. , Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

Pike Engineering, LLC	City of New Bern, North Carolina
Ву:	By:
Name: Byron Bass	Name: Dana E. Outlaw
Title: Vice President of Engineering	Title: Mayor
	ATTEST:
	Brenda E. Blanco, City Clerk
	(SEAL)
	CERTIFICATION STATEMENT nanner required by The Local Government Budget and Fiscal
This day of November, 2020.	
	Mary Hogan, Finance Officer

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

Distribution and	0	
	Hourly Rates	
Classification	Straight Time	Overtime
Description	Hourly Rate	Overtime
Senior Project Manager	\$150.00	\$150.00
Professional Engineer	\$120.00	\$120.00
Project Manager	\$110.00	\$110.00
Engineer	\$100.00	\$100.00
Senior Distribution Designer	\$80.00	\$108.00
Distribution Designer	\$70.00	\$94.50
Distribution Staking Technician	\$60.00	\$81.00
CAD/GIS Technician	\$55.00	\$74.25
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software
- US Mail & Office Supplies Facilities Costs including Telecommunications

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines,
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

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I. Scope of Services:

Company shall perform the following Services for Client: James City Freeway U-5713/R-5777A&B

Electric Engineering Services as requested for the relocation of City of New Bern Fiber utilities required for the above NCDOT project. Work includes meeting with all fiber utility shared owners, designing by current standards, field layout and staking, design calculations, final construction drawings and final construction inspection.

Each of these tasks will be authorized individually by the City of New Bern.

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Fiber Design and Coordination Budget established at \$58,900

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services: Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: <u>Jordan Overbee.</u>, Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

Pike Engineering, LLC	City of New Bern, North Carolina
Ву:	By:
Name: Byron Bass	Name: Dana E. Outlaw
Title: Vice President of Engineering	Title: Mayor
	ATTEST:
	Brenda E. Blanco, City Clerk
	(SEAL)
This instrument has been preaudited in the macControl Act.	ERTIFICATION STATEMENT anner required by The Local Government Budget and Fiscal
This day of November, 2020.	
	Mary Hogan, Finance Officer

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Hourly Rates	
Classification	Straight Time	Overtime
Description	Hourly Rate	Overtime
Senior Project Manager	\$150.00	\$150.00
Professional Engineer	\$120.00	\$120.00
Project Manager	\$110.00	\$110.00
Engineer	\$100.00	\$100.00
Senior Distribution Designer	\$80.00	\$108.00
Distribution Designer	\$70.00	\$94.50
Distribution Staking Technician	\$60.00	\$81.00
CAD/GIS Technician	\$55.00	\$74.25
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software
- US Mail & Office Supplies Facilities Costs including Telecommunications

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines,
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

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I. Scope of Services:

Company shall perform the following Services for Client: NCDOT Project R-1015 US 70 (Havelock by-Pass) from south of Carteret/Craven County line to south of SR 1176 (Caroline Pines Blvd.), Craven County, North Carolina

Electric Engineering Services as requested for the relocation of City of New Bern Fiber utilities required for the above NCDOT project. Work includes meeting with all fiber utility shared owners, designing by current standards, field layout and staking, design calculations, final construction drawings and final construction inspection.

Each of these tasks will be authorized individually by the City of New Bern

II. Schedule:

Project schedule to be determined by the client based on NCDOT schedule.

III. Pricing/Compensation:

Hourly not to exceed per attachment Budget established at \$35,800

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services: Available system maps and data as requested.

Available system planning documents as requested.

System construction assembly drawings as requested.

Construction cost estimates if available

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services: As requested or required plans, specifications, and documents

VI. Designated Representatives:

Company Designated Representative: <u>Jordan Overbee.</u>, Director of Engineering

Client Designated Representative: Michael Harper, T and D Manager

VII. Additional Terms (if applicable):

Pike Engineering, LLC	City of New Bern, North Carolina
By:	By:
Name: Byron Bass	Name: Dana E. Outlaw
Title: Vice President of Engineering	Title: Mayor
	ATTEST:
	Brenda E. Blanco, City Clerk
	(SEAL)
FINANCE OFFICER'S of This instrument has been preaudited in the Control Act.	CERTIFICATION STATEMENT manner required by The Local Government Budget and Fiscal
This day of November, 2020.	
	Mary Hogan, Finance Officer

Reference Master Services Agreement rates between Pike Engineering and City of New Bern dated January 22, 2020.

Distribution Engineering & Design Rates

	Hourly F	kates	
Classification	Straight Time	Overtime	
Description	Hourly Rate	Overtime	
Senior Project Manager	\$150.00	\$150.00	
Professional Engineer	\$120.00	\$120.00	
Project Manager	\$110.00	\$110.00	
Engineer	\$100.00	\$100.00	
Senior Distribution Designer	\$80.00	\$108.00	
Distribution Designer	\$70.00	\$94.50	
Distribution Staking Technician	\$60.00	\$81.00	
CAD/GIS Technician	\$55.00	\$74.25	
Administrative Support	\$45.00	\$60.75	

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
 Computer System Costs Hardware & Software
- US Mail & Office Supplies
 Facilities Costs including Telecommunications

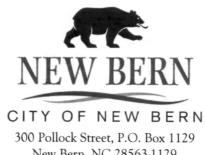
The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, meals, mileage reimbursements per IRS guidelines, etc
- Employee Per Diem/ Stipend with client approval

The following costs will be billed at cost plus 10% mark-up:

Aldermen

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



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

Memorandum

TO:

Mayor Dana Outlaw

FROM:

Brenda Blanco, City Clerk

DATE:

October 22, 2020

SUBJECT:

Appointment to Appearance Commission

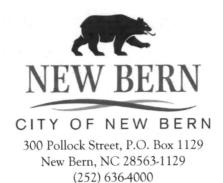
On June 11, 2019, you appointed Martha "Molly" Ingram to the Appearance Commission. Ms. Ingram recently resigned from her seat, as she will be relocating to another state in November. You are asked to make a new appointment to serve the remainder of Ms. Ingram's term.

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

/beb

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:

Brenda Blanco, City Clerk

DATE:

November 13, 2020

SUBJECT:

Appointments to New Bern-Craven County Library Board

Diann Bucher resigned from her position on the library board. An appointment is needed to fill the remainder of her term, which expires in December of 2021.

Additionally, on June 9, 2020, Alderman Bengel appointed Shelley Maloy to fill the remainder of Ethel Staten's term. That term will expire in December 2020. The Board may reappoint Ms. Maloy for a full 6-year term or consider a new appointment.

/beb