

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
JANUARY 12, 2021 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

4. Approve Minutes.

5. Conduct a Public Hearing on the Rezoning of 3498 Martin Drive from I-2 Industrial District to I-1 Industrial District; and
 - a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
 - b) Consider Adopting an Ordinance to Rezone 3498 Martin Drive.
6. Discuss Submitting a Letter to the North Carolina Attorney General Regarding Suddenlink/Altice USA Issues.
7. Consider Adopting a Resolution to Request Local Legislation to Authorize the City of New Bern to Regulate Navigable Waters Within its Corporate Limits.
8. Consider Adopting a Resolution to Request Local Legislation to Authorize the City of New Bern to Charge a “Fee in Lieu of Construction” for Sidewalks Required for New Developments Requiring Site Plan Review.
9. Consider Adopting a Resolution Authorizing the Use of Electronic Signatures in Transactions with the City of New Bern.
10. Consider Adopting a Resolution Approving a Contract with Fund Development, LLC for Grant-Writing Services.
11. Consider Adopting a Resolution Approving an Automatic Aid Agreement for Fire Protection.
12. Consider Adopting a Resolution Approving the 2020 Community Development Block Grant Subrecipient Monitoring Plan for the Community Development Block Grant Entitlement Program.
13. Consider Adopting a Resolution Approving a Grant Agreement with the North Carolina Land and Water Fund.

14. Consider Adopting an Amendment to the Drainage Improvements Project Fund.
15. Consider Adopting a Resolution Approving a Grant Agreement with the National Fish and Wildlife Foundation.
16. Consider Adopting an Amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund.
17. Consider Adopting a Resolution Authorizing the Addition of a Streetlight on Lucerne Way.
18. Consider Adopting a Resolution Authorizing the Addition of a Streetlight on Cherry Tree Drive.
19. Consider Adopting an Ordinance for the Demolition of 1117 H Street.
20. Appointment(s).
21. Attorney's Report.
22. City Manager's Report.
23. New Business.
24. Closed Session.
25. Adjourn.

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: January 8, 2021

Re: January 12, 2021 Agenda Explanations

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

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

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

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

Consent Agenda

4. Approve Minutes.

Minutes from the December 08, 2020 meeting are provided for review and approval.

5. Conduct a Public Hearing on the Rezoning of 3498 Martin Drive from I-2 Industrial District to I-1 Industrial District; and

a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and

b) Consider Adopting an Ordinance to Rezone 3498 Martin Drive.

(Ward 6) MMJH, LLC has requested to rezone a 2.36-acre parcel located at 3498 Martin Drive from I-2 Industrial District to I-1 Industrial District. The parcel is further identified as Tax Parcel ID 8-208-147. The Planning and Zoning Board unanimously approved the rezoning request at their December 1, 2020 meeting. After conducting a public hearing, the Board will need to consider adopting a statement of zoning consistency or inconsistency prior to considering the ordinance to rezone the property. A memo from Jeff Ruggieri, Director of Development Services, is attached.

6. Discuss Submitting a Letter to the North Carolina Attorney General Regarding Suddenlink/Altice USA Issues.

In response to longstanding complaints from citizens about issues with Suddenlink (now Altice USA) and in an effort to form an alliance with other municipalities whose citizens are experiencing similar issues, it is proposed the Board send a letter to the NC Attorney General seeking their assistance.

7. Consider Adopting a Resolution to Request Local Legislation to Authorize the City of New Bern to Regulate Navigable Waters Within its Corporate Limits.

As discussed at the Board's work session on January 5, 2021, the proposed resolution asks the NC General Assembly to introduce local legislation to authorize New Bern to regulate navigable waters that are within its corporate limits and to add certain navigable waters to the corporate city limits. If approved, the resolution will be forwarded to the City's delegates in the NC Senate and NC House of Representatives. A memo from Foster Hughes, Director of Parks and Recreation, is attached.

8. Consider Adopting a Resolution to Request Local Legislation to Authorize the City of New Bern to Charge a "Fee in Lieu of Construction" for Sidewalks Required for New Developments Requiring Site Plan Review.

As discussed at the Board's work session on January 5, 2021, the proposed resolution asks the NC General Assembly to introduce local legislation to authorize New Bern to charge a "fee in lieu of construction" for sidewalks required for new developments requiring a site plan. If approved, this resolution will also be forwarded to the City's delegates in the NC Senate and NC House of Representatives. A memo from Mr. Ruggieri is attached.

9. Consider Adopting a Resolution Authorizing the Use of Electronic Signatures in Transactions with the City of New Bern.

The City is implementing an electronic document management system to create a central document repository and convert paper-dependent processes into electronic workflow. This method requires parties to sign documents such as contracts, procurement cards, and purchase orders electronically instead of manually. The NC Electronic Commerce Act authorizes all NC public agencies, including municipalities, to use and accept electronic signatures. NCGS §66-58.5 requires a public agency to request or require the use of electronic signatures in order for an electronic signature to have the same force and effect as a manual signature. The City Attorney can answer any questions regarding this practice.

10. Consider Adopting a Resolution Approving a Contract with Fund Development, LLC for Grant-Writing Services.

For the last two years, the City has utilized Fund Development, LLC to seek grants and assist with grant-writing services on behalf of the City. The most recent contract for services expired on December 31, 2020. A new one-year contract is proposed for 2021. With the assistance of Fund Development, the City received \$614,695 in grant awards in 2019 and \$1,098,495 in 2020, for a total of \$1,713,190.

11. Consider Adopting a Resolution Approving an Automatic Aid Agreement for Fire Protection.

The Fire Department's strategic plan includes a goal to implement a training/mutual program with Craven County Volunteer Fire Departments. An Automatic Aid Agreement for Fire Protection will provide citizens with a faster dispatch time, improve fire protection response, and reciprocate the request from fire departments in Craven County that border New Bern's city limits. A memo from Fire Chief Bobby Boyd is attached.

12. Consider Adopting a Resolution Approving the 2020 Community Development Block Grant Subrecipient Monitoring Plan for the Community Development Block Grant Entitlement Program.

The US Department of Housing and Urban Development requires Community Development Block Grant ("CDBG") program grantees to monitor subrecipient agencies on an annual basis. This plan will serve as a guide for the City's CDBG staff to conduct monitoring visits for subrecipients of funding. A memo is attached from Amanda Ohlensehlen, Community and Economic Development Manager.

13. Consider Adopting a Resolution Approving a Grant Agreement with the North Carolina Land and Water Fund.

(Ward 1) The City has been awarded a \$100,000 Innovative Stormwater Grant through the NC Land and Water Fund, also known as the Clean Water Management Trust Fund, which is a division of the NC Department of Natural and Cultural Resources. The funds will be used for the Duffyfield Stormwater Enhancement

Project. The project involves enlargement of the Biddle Street stormwater retention pond and installation of a new, standby generator. The grant does not require a match. A memo from Mrs. Ohlensehlen is attached.

14. Consider Adopting an Amendment to the Drainage Improvements Project Fund.

Relative to the previous item, this amendment acknowledges the grant funding from the NC Land Water Fund in the amount of \$100,000. A memo from Mary Hogan, Director of Finance, is attached.

15. Consider Adopting a Resolution Approving a Grant Agreement with the National Fish and Wildlife Foundation.

The City has been awarded a \$150,000 grant through the National Fish and Wildlife Foundation's 2020 National Coastal Resilience Fund. The grant will allow the City to plan for future implementation of nature-based solutions to meet the City's restoration and community resilience goals. The grant requires an equal match of \$150,000 in non-federal contributions raised by the City. Staff is seeking additional grant opportunities to cover the match, and it is possible previous awards can be applied toward the match requirement. A memo from Mrs. Ohlensehlen is attached.

16. Consider Adopting an Amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund.

In relation to the previous item, this amendment acknowledges the grant funding from the National Fish and Wildlife Foundation in the amount of \$150,000. A memo from Mrs. Hogan is attached.

17. Consider Adopting a Resolution Authorizing the Addition of a Streetlight on Lucerne Way.

(Ward 1) Tammie Brettschneider of 1724 Lucerne Way has requested an additional streetlight on Lucerne Way. Staff evaluated the request and determined the area does not meet the City's light standard and recommended the addition of one streetlight on an existing pole. The installation of the light will cost \$689.66, and the monthly utility charge for service will be \$8.44. A memo from Charles Bauschard, Director of Public Utilities, is attached along with other supporting documentation.

18. Consider Adopting a Resolution Authorizing the Addition of a Streetlight on Cherry Tree Drive.

(Ward 4) Suzanne Hayes of 1105 Cherry Tree Drive has requested an additional streetlight on Lucerne Way. Staff evaluated the request and determined the area does not meet the City's light standard and recommended the addition of one streetlight on an existing pole. The installation of the light will cost \$667.07, and the monthly utility charge for service will be \$8.44. A memo from Mr. Bauschard is attached along with other supporting mentation.

19. Consider Adopting an Ordinance for the Demolition of 1117 H Street.

(Ward 1) Staff is seeking to demolish the structure located at 1117 H Street. The home is in a dilapidated state, and a letter was mailed to the owner on May 31, 2011 regarding the minimum housing violations. On October 27, 2015, a notice of hearing was mailed, but no response was received. A structure fire was reported on August 23, 2019, and an amended complaint and notice of hearing was sent to the owner of record on October 9, 2019. Again, there was no response from the owner. To date, no permits have been applied for, and the structure remains noncompliant and unsafe. A memo from Mr. Ruggieri is attached along with photos of the subject property and a list of chronological events.

20. 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 relocated to another state in November. Mayor Outlaw is asked to make a new appointment to serve the remainder of Ms. Ingram’s term.
- b) Jaimee Bullock Mosley resigned from her seat on the Redevelopment Commission on December 8, 2020. An appointment is needed to fill the remainder of her term, which will expire on August 14, 2021.
- c) Since 2018, Alderman Kinsey has served as the City’s representative on the Eastern Carolina Council’s General Membership Board. ECC has requested a reappointment or a new appointment be made for 2021. A copy of the request is attached.

21. Attorney’s Report.

22. City Manager’s Report.

23. New Business.

24. Closed Session.

25. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 3498 Martin Drive from I-2 to I-1.

Date of Meeting: 1/12/2021	Ward # if applicable: Ward 6
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 1/12/2021

Explanation of Item:	Property owner MMJH LLC c/o Michael Hawkins has requested consideration to rezone one parcel, totaling 2.36 +/- acres from I-2 Industrial District to I-1 Industrial District.
Actions Needed by Board:	Adopt an Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, Map

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

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

Additional Notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: December 18, 2020

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance for the Rezoning of 3498 Martin Drive from I-2 to I-1.

Property owner MMJH LLC c/o Michael Hawkins has requested consideration of an application to rezone 2.36 +/- acres, from I-2 Industrial district to I-1 Industrial district. The parcel is located at 3498 Martin Drive and is further identified as Craven County Parcel ID #8-208-147 (Ward 6).

The Planning and Zoning Board unanimously approved the rezoning request at their December 1, 2020 meeting.

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

Craven County Parcel ID # 8-208-147

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID # 8-208-147 to I-1 Industrial District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The I-1 Industrial District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed I-1 Industrial District is deemed to be compatible with adjacent zoning classifications.
3. The proposed I-1 Industrial District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on January 12, 2021.

Brenda E. Blanco, City Clerk

Craven County Parcel ID # 8-208-147

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID # 8-208-147 to I-1 Industrial District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed I-1 Industrial District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed I-1 Industrial District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on January 12, 2021.

Brenda E. Blanco, City Clerk

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY MMJH, LLC CONSISTING OF APPROXIMATELY 2.36 ACRES LOCATED AT 3498 MARTIN DRIVE FROM THE ZONING CLASSIFICATION OF I-2 INDUSTRIAL DISTRICT TO I-1 INDUSTRIAL DISTRICT

THAT WHEREAS, MMJH, LLC owns approximately 2.36 acres, more or less, located at 3498 Martin Drive in the City of New Bern, and an application has been made to change the zoning classification of the subject property from I-2 Industrial District to I-1 Industrial District consistent with the attached plat entitled "REZONING CASE: 3498 Martin Drive – Approx. 2.36 +/- Acres: PID: 8-208-147" prepared by the Development Services Department of the City of New Bern; and

WHEREAS, the Planning and Zoning Board unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on January 12, 2021, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested I-1 Industrial District classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by MMJH, LLC consisting of 2.36 acres, more or less, located at 3498 Martin Drive in the City of New Bern, from I-2 Industrial District to I-1 Industrial District as more specifically shown on the plat entitled "REZONING CASE: 3498 Martin Drive – Approx. 2.36 Acres: PID: 8-208-147" prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

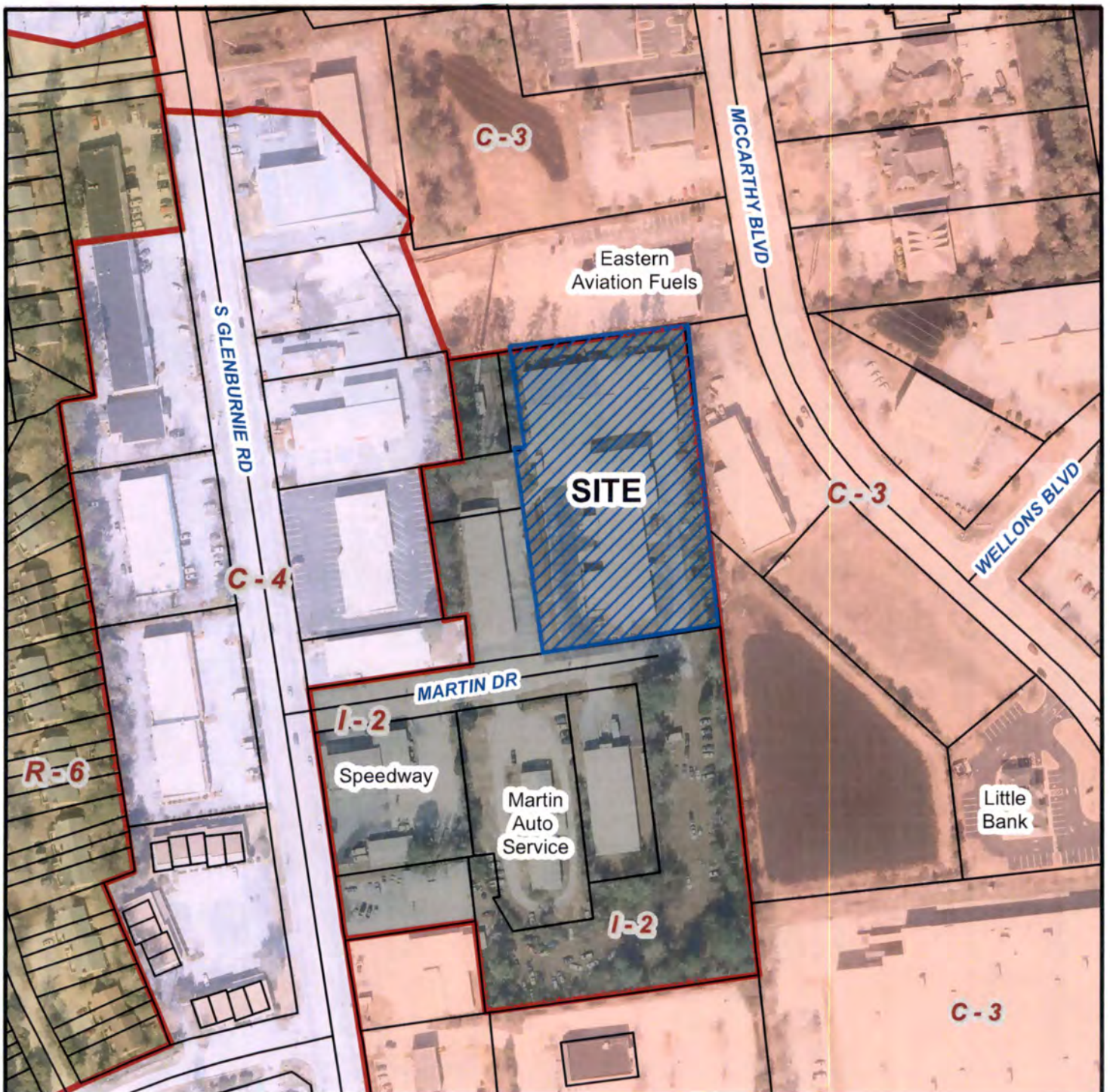
Section 2. That the Board deems it in the public interest to rezone the subject property consistent with the attached plat as the requested I-1 Industrial District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 12th DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 3498 Martin Drive. - Approx. 2.36+-- Acres: PID: 8-208-147

LOCATION: North side of Martin Dr. at the end. East of S. Glenburnie Dr.



Existing Zone: I-2
Proposed Zone: I-1

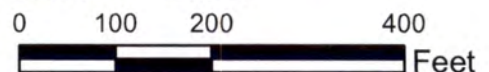


Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services

Scale: 1 = 200 ft





City of New Bern Board of Aldermen

January 12, 2021

1

**Item 3B: Consideration of a
request to rezone 3498
Martin Drive from I-2 to I-1.**

2

Item 3B: Rezoning Request Analysis

- Applicant: MMJH LLC c/o Michael Hawkins
- Location: 3498 Martin Drive (Craven County PID# 8-208-147)
- Existing Zoning: I-2 Industrial District
- Proposed Zoning: I-1 Industrial District
- Size: 2.36 +/- acres
- Present Land Use: Developed - indoor fitness facility & appliance parts distributor.

NEW BERN
NORTH CAROLINA

3



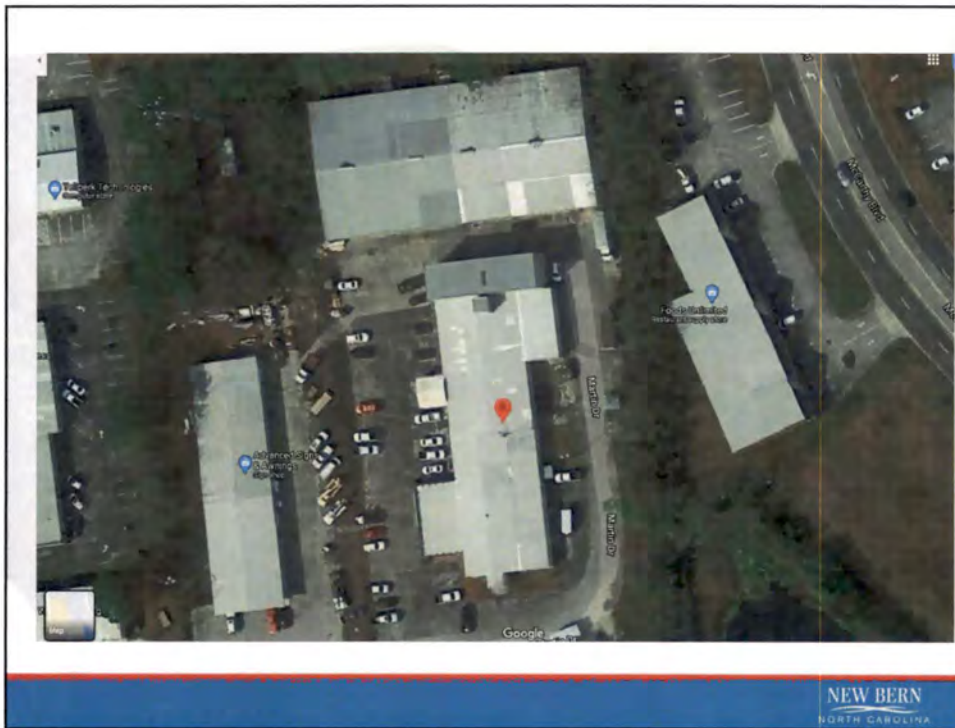
Craven County GIS 3498 Martin Drive

Craven County does NOT warrant the information shown on this map, and should be used ONLY for informational purposes. Printed on 06/06/2017 11:00 AM

1 inch = 122 feet

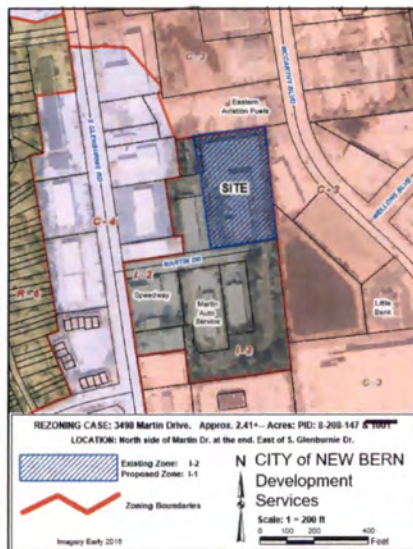
NEW BERN
NORTH CAROLINA

4



5

Existing Zoning



I-2: The I-2 industrial district is established as a district in which the principal use of land is for warehousing, mixed industrial, heavy industrial and heavy commercial type uses.

6

Proposed Zoning



I-1: The I-1 industrial district is established as a district in which the principal use of land is for industries which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential or business districts; warehousing and wholesaling activities with limited contact with the general public; and for certain outdoor amusement facilities which generate large volumes of automobile traffic. The regulations are designed to prohibit the use of land for heavy industry.

NEW BERN
 NORTH CAROLINA

7

General Survey of Allowed Uses in I-1

- High and low-traffic generating sales/rental of goods
- Offices of attorneys, physicians, other professions, insurance and stock brokers, travel agents, government office buildings, etc.
- Manufacturing
- Recreation: Indoor athletic and exercise facilities, Bowling alleys, skating rinks, indoor tennis courts and similar uses.
- Residential uses in this district are permitted only upon the issuance of a special use permit.

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 NORTH CAROLINA

8

Surrounding Zoning

- North: Commercial (C-3 Commercial District)
- South: Industrial (I-2 Industrial District)
- East: Commercial (C-3 Commercial District)
- West: Commercial (C-4 Commercial District)

Utilities

- Utilities and services are provided by Duke Energy and The City of New Bern.

2010 CAMA Regional Land Use Plan

- The area is classified as "Developed", a mix of land uses are included in this designation. Residential densities range from a maximum of one to five dwelling units per acre. Higher densities are permitted within multi-family residential and planned unit developments and within some zoning overlay districts within commercial areas of New Bern. The intensity permitted varies depending on the zoning district and overlay standards specified in the Land Use Ordinance. Generally the area is characterized by urban and higher intensity uses that require urban municipal or public services.

NEW BERN
NORTH CAROLINA

11

Environment

- According to the Regional Land Use Plan, the subject property has high suitability for development.
- According to the North Carolina Floodplain Mapping Program the property is not located within the 100 year floodplain, and is considered zone "X" on the Flood Risk Information System.

NEW BERN
NORTH CAROLINA

12

Recommendation

The proposal to rezone the subject property to I-1 Industrial District is consistent with the character of the adjacent land uses and zoning classifications. Staff has found the proposed rezoning to be in the public interest and consistent with City Land Use and Transportation Plans. Staff recommends approval of the requested rezoning.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Discuss Submitting a Letter to the North Carolina Attorney General Regarding
Suddenlink/Altice USA Issues

Date of Meeting: 1/12/2021	Ward # if applicable: All
Department: Administration	Person Submitting Item: Mark Stephens, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	In response to years of citizenry complaints about issues with Suddenlink/Altice, it is proposed the Board send a letter to the NC Attorney General seeking assistance with the issue.
Actions Needed by Board:	Consider approving and signing a letter to the NC Attorney General
Backup Attached:	Proposed letter

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
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

CERTIFIED MAIL

January 12, 2021

Josh Stein, NC Attorney General
NC Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

RE: Complaint Regarding Internet/Media/Communications Service Provider –
Suddenlink Communications/ Altice USA

Dear Mr. Stein:

Over the last few years, the City of New Bern has received constant, sometimes daily complaints regarding poor service from Suddenlink Communications/Altice USA. The complaints are only escalating. Customers have reported to the City a broad range of issues that include: lack of access to service, failure to complete installations, excessively long outages, poor communication and response to customer inquiries, unresolved issues with billing errors, poor response to outages, failure to keep equipment in good working condition, temporary fixes resulting in unburi ed or low-hanging lines for extended periods (in some cases, more than 12 months), etc. This letter is written to request that the NC Attorney General's Office initiate an investigation into the business practices of Suddenlink Communications/Altice USA.

With more people working and learning remotely due to COVID-19, the scope of problems with the physical infrastructure, service, and level of customer service has been greatly illuminated. In a time of stay-at-home orders when people are teleworking and our children are learning remotely, New Bern's citizens are frequently denied access to information, education, and the ability to perform their jobs. We have communicated and met with upper management of Suddenlink/Altice on more than one occasion to express concern and frustration over these issues. This has yielded no results. As elected officials of the City of New Bern, we are seeking your support and any assistance that your office can provide.

Josh Stein, NC Attorney General

Page 2

January 12, 2021

If you have questions or need additional information, please do not hesitate to contact Mayor Dana Outlaw at 252-649-4137 or Mark Stephens, City Manager, at 252-639-2700.

Respectfully,

Dana E. Outlaw, Mayor

Sabrina Bengel, Alderman Ward 1

Jameesha Harris, Alderwoman Ward 2

Robert V. Aster, Alderman Ward 3

Johnnie Ray Kinsey, Alderman Ward 4

Barbara J. Best, Alderman Ward 5
Mayor Pro-Tem

Jeffrey Odham, Alderman Ward 6

/beb

cc: Erin Jones, Director Government Affairs, Altice USA

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to Request Local Legislation to Authorize the City of New Bern to Regulate Navigable Waters Within its Corporate Limits

Date of Meeting: 1/12/2021	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	In an effort to address abandoned vessels and other issues in navigable waters, we are requesting a resolution to request Local Legislation to authorize the City of New Bern to regulate navigable waters within the corporate limits.
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
Jameesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Foster Hughes, CPRE
Director of Parks & Recreation



Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE
Director of Parks and Recreation

Re: Resolution to Regulate Navigable Waters within the Corporate Limits

Date: January 7, 2021

Background Information:

In an effort to address abandoned vessels and other issues within navigable waters, we are requesting a resolution to request Local Legislation to authorize the City of New Bern to regulate navigable waters within the corporate limits.

Recommendation:

Approve the resolution.

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

RESOLUTION

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

Section 1. That the elected representatives from the City of New Bern who serve in the North Carolina General Assembly be and they are hereby requested to introduce and secure the passage of local legislation by which the City of New Bern would be authorized to regulate navigable waters within its corporate limits, and add certain described navigable waters to the corporate limits of the City of New Bern for that purpose.

Section 2. That a certified copy of this resolution be forwarded to the Hon. Norman W. Sanderson, member of the North Carolina Senate; the Hon. Steve Tyson, and the Hon. Keith Kidwell, members of the North Carolina House of Representatives.

ADOPTED THIS 12th DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Request Local Legislation to Authorize the City of New Bern to charge a "Fee in Lieu of Construction" for Sidewalks Required for New Developments Requiring Site Plan Review.

Date of Meeting: 1/12/2021	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	As discussed during the Board of Aldermen's January 5th Work Session, this is requesting Local Legislation to Authorize the City of New Bern to charge a "Fee in Lieu of Construction" for Sidewalks Required for New Developments Requiring Site Plan.
Actions Needed by Board:	Adopt a Resolution
Backup Attached:	Memo, Resolution

Is item time sensitive? ☐ Yes ☒ No

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

Cost of Agenda Item: N/A

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

Additional Notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: January 7, 2021

SUBJECT: Consider Adopting a Resolution to Request Local Legislation to Authorize the City of New Bern to Charge a "Fee in Lieu of Construction" for Sidewalks Required for New Developments Requiring Site Plan Review.

During the Board of Aldermen's January 5, 2021 Work Session, direction was given to the City Attorney to Request Local Legislation to Authorize the City of New Bern to Charge a "Fee in Lieu of Construction" for Sidewalks Required for New Developments Requiring Site Plan Review. This change would allow the City of New Bern to (1) to charge a "fee in lieu of construction" for sidewalks in new developments requiring site plan review as required by the city's land use ordinance where the city determines that the immediate construction of a sidewalk is not in the best interest of the city; and (2) that the "fee in lieu of construction" be maintained by the city and used solely for the construction of public sidewalks regardless of whether such sidewalks are constructed on-site or off-site.

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

RESOLUTION

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

Section 1. That the elected representatives from the City of New Bern who serve in the North Carolina General Assembly be and they are hereby requested to introduce and secure the passage of local legislation by which the City of New Bern would be authorized: (1) to charge a “fee in lieu of construction” for sidewalks in new developments requiring site plan review as required by the city’s land use ordinance where the city determines that the immediate construction of a sidewalk is not in the best interest of the city; and (2) that the “fee in lieu of construction” be maintained by the city and used solely for the construction of public sidewalks regardless of whether such sidewalks are constructed on-site or off-site.

Section 2. That a certified copy of this resolution be forwarded to the Hon. Norman W. Sanderson, member of the North Carolina Senate; the Hon. Steve Tyson, and the Hon. Keith Kidwell, members of the North Carolina House of Representatives.

ADOPTED THIS 12th DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title: Consider Adopting a Resolution Authorizing the Use of Electronic Signatures in Transactions with the City of New Bern

Date of Meeting: 01/12/21	Ward # if applicable: N/A
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Authorization is sought for the City to use and accept electronic signatures pursuant to NCGS Chapter 55, Article 40 and NCGS 66-58.5.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo & resolution

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

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

Additional Notes:

Aldermen

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



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

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda E. Blanco, City Clerk
DATE: January 4, 2021
SUBJECT: Use and Authorization of Electronic Signatures

The City is implementing an electronic document management system to create a central document repository and to convert paper-dependent processes into electronic workflow. This method requires parties to sign documents such as contracts, procurement cards, and purchase orders, electronically instead of manually. The City routinely receives contracts from outside parties such as the NC Department of Transportation, state grant agencies, etc. that require electronic signatures.

The NC Electronic Commerce Act authorizes all NC public agencies, including municipalities, to use and accept electronic signatures. NC General Statute §66-58.5 requires a public agency to request or require the use of electronic signatures in order for an electronic signature to have the same force and effect as a manual signature.

Scott Davis, City Attorney, will be available to answer any questions about the statutory governance of this practice.

/beb

RESOLUTION AUTHORIZING THE USE OF ELECTRONIC SIGNATURES IN TRANSACTIONS WITH THE CITY OF NEW BERN

THAT WHEREAS, the City of New Bern is implementing an electronic document management system to create a central document repository and to convert paper-dependent processes into electronic workflows; and

WHEREAS, converting paper-dependent processes into electronic workflows will require parties to sign documents electronically instead of manually; and

WHEREAS, the North Carolina Electronic Commerce Act (N.C.G.S. Chapter 66, Article 11A, §66-58.1 *et seq*) authorizes all North Carolina public agencies, including municipalities, to use and accept electronic signatures pursuant to the NC Electronic Commerce Act, the Uniform Electronic Transactions Act (N.C.G.S. Chapter 55, Article 40), or other law; and

WHEREAS, N.C.G.S. §66-58.5 requires a public agency to request or require the use of electronic signatures in order for an electronic signature in a transaction with that agency to have the same force and effect as a manual signature; and

WHEREAS, the Board of Aldermen of the City of New Bern desires to approve and authorize the use and acceptance of electronic signatures in current or future city business transactions, including but not limited to contracts, procurement cards, and purchase orders so that the electronic signature process will satisfy the validity requirements of N.C.G.S. §66-58.5.

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

Section 1. That the Board of Aldermen of the City of New Bern hereby authorizes the use and acceptance of electronic signatures and an electronic version of the official City seal in conducting current or future business transactions, including but not limited to contracts, procurement cards, and purchase orders.

Section 2. That this resolution shall be effective from and after the date of its adoption.

ADOPTED THIS 12th DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Approve a Contract with Fund Development, LLC for Grant-Writing Services

Date of Meeting: 01/12/21	Ward # if applicable:
Department: Administration	Person Submitting Item: Mark Stephens
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The contract with Fund Development, LLC for grant-writing services expired on December 31, 2020. A new one-year contract is proposed.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, Independent Contractor Agreement, summary of grants received

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

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

Additional Notes:

Aldermen

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



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

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Mark A. Stephens, City Manager

DATE: January 4, 2021

SUBJECT: Agreement with Fund Development, LLC for Grant-Writing Services

The contract with Fund Development, LLC for grant-writing services ended December 31, 2020. A new one-year contract is proposed.

Attached is a list of grants that have been received with the assistance of Fund Development. The amounts of the grants are provided as well.

RESOLUTION

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

That the Independent Contractor Agreement dated January 12, 2021 by and between the City of New Bern and Fund Development, LLC, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the City Manager is hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 12TH DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

**INDEPENDENT
CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this the 12th day of January, 2021, by and between the CITY OF NEW BERN ("City"), a North Carolina municipal corporation, and FUND DEVELOPMENT, LLC ("Contractor"), a North Carolina limited liability company, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, Contractor is in the business of providing grant research and writing services; and

WHEREAS, City desires to engage Contractor to research and write grants for flood relief and mitigation, and economic and community development, and Contractor desires to provide such services to the City upon the terms and conditions contained herein; and

WHEREAS, the Parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Scope of Work. Contractor shall provide the following services to the City:

1.1. Contractor agrees to research and supply a list of appropriate grants pertaining to prioritized projects/programs relating to the City of New Bern and its economic development programs and initiatives. Contractor will provide this list to the City within 60 days of the date of this Agreement ("Research Report"). The Grant Writer will invoice the City of New Bern for hours worked to accomplish said research.

1.2. From the Research Report, Contractor and the City's Community and Economic Development Manager will prioritize the foundations and grants to pursue. Contractor will then be responsible for writing a minimum number of grants mutually agreed upon by the Contractor and the City Manager.

1.3. Contractor will submit all Requests for Proposals ("RFPs") and/or grants to the Community and Economic Development Manager, or a designated City employee for review. A maximum of seven (7) days will be allowed for said review and approval. The Community and Economic Development Manager, the Director of Development Services or the Department

Director of the department for which the grant is being written must approve all grants that are written and submitted.

1.4. Funds received from grants shall be sent directly to the City by grantors and funding entities. Contractor shall not at any time have control or custody of any funds due the City.

2. Payment for Services Rendered.

2.1. For services rendered pursuant to Section 1.1, City agrees to pay Contractor the sum of eighty Dollars (\$80.00) per hour with the total amount for the research phase not to exceed Five-Thousand Dollars (\$5,000.00). Upon completion of the Research Report and submission to the City, Contractor shall submit an invoice to the City which shall be paid in full within thirty (30) days.

2.2. For services rendered pursuant to Section 1.2, Contractor shall submit a monthly invoice reflecting the hours spent on each grant. City agrees to pay Contractor the sum of eighty Dollars (\$80.00) per hour with the total amount for each grant not to exceed Five-Thousand Dollars (\$5,000.00). The City shall pay each monthly invoice in full within thirty (30) days.

3. Term.

3.1. This Agreement shall commence immediately, and shall continue until the scope of work is complete, and in no event later than January 11, 2022.

3.2. Either Party may terminate this Agreement upon thirty (30) days' prior written notice which may be sent by mail or email to:

Contractor: Fund Development, LLC
Margaret D. Shields, CFRE, President
2347 Chinquapin Road
New Bern, NC 28562
funddevelopment8@msn.com

City: City of New Bern
Mark A. Stephens, P.E., City Manager
300 Pollock Street
Post Office Box 1129
New Bern, NC 28560
stephensm@newbernnc.gov

4. Independent Contractor. The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. Contractor is not to be

considered an agent or employee of the City for any purpose, and the City is interested only in the results obtained under this Agreement; the manner and means of performing the services are subject to the Contractor's sole control. Contractor shall be responsible for all state, federal, and local taxes, including estimated taxes, social security, disability insurance, if any, and any other similar form of payments, as well as all employment reporting, for the Contractor and any of the Contractor's employees or agents.

5. Records. Contractor shall keep full and complete records of all services provided under this Agreement and shall make copies of such records available to the City upon request.

6. Miscellaneous.

6.1. This Agreement is personal to each of the Parties hereto and neither Party may assign or delegate any rights or obligations hereunder without first obtaining written consent of the other Party.

6.2. No right or remedy conferred upon or reserved by any of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter legally existing upon the occurrence of any event of default hereunder. Failure of any Party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

6.3. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, exemplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect the Agreement.

6.4. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of North Carolina.

6.5. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and application thereof shall not in any way be affected or impaired thereby.

6.6. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior agreements or understandings, whether written or oral, between or among such Parties relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented as contemplated herein.

6.7. Wherever possible, each provision of this Agreement will be interpreted so that it is valid under the applicable law. If any provision of this Agreement is to any extent invalid under the applicable law, that provision will still be effective to the extent it remains valid. The remainder of this Agreement also will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.

IN WITNESS WHEREOF, City has caused this document to be properly executed by its City Manager, and Contractor has caused this document to be properly executed, all on the day and year first above written.

FUND DEVELOPMENT, LLC

By: _____
Margaret Davis Shields, Manager/President

CITY OF NEW BERN

By: _____
Mark A. Stephens, P.E., City Manager

PRE-AUDIT CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Mary Hogan, Director of Finance

Fund Development, LLC Grants Written 2019

Name of Granting Organization	Amount Requested	Amount Received	Project	Award Date	
National Trust for Historic Preservation	10,000.00	\$ 10,000.00	Resiliency Plan	2/26/2019	Grant awards are typically \$5,000 for Preservation Assistance Grants
Duke Energy Foundation - Community Initiative	5,000.00	\$ 5,000.00	Resiliency Plan	3/18/2019	Submitted on behalf of Swiss Bear
NCORR	328,495.00	Not Awarded			2019 Funds had been expended
Wells Fargo Foundation	15,000.00	\$ 15,000.00	Resiliency Plan	5/15/2019	Submitted on behalf of Swiss Bear
Harold Bate Foundation	20,000.00	Not Awarded	Resiliency Plan		
Golden Leaf Foundation	230,000.00	\$ 230,000.00	Hurricane Pipe Repairs	6/10/2020	Funded for full amt requested.
Golden Leaf Foundation	45,000.00	\$ 41,695.00	Rescue Boat	8/16/2019	
Environmental Enhancement Grant	70,000.00	\$ 70,000.00	Resiliency Plan	Awarded in 2020	One of 5 research grants awarded by Attorney General's Office in NC
					Funded for full amt requested Completed required funding of Resiliency Plan.
NC Dept. of Environmental Quality	33,000.00	\$ 33,000.00	Resiliency Plan	11/19/2019	Provided Amanda Resiliency Plan Description used in other grant requests
Golden Leaf Foundation	1,100,000.00	\$ 500,000.00	Sewer Infrastructure	12/5/2019	
NC Community Foundation, Craven County Affiliate	25,000.00	\$ 10,000.00	Resiliency Plan	11/26/2019	Submitted on behalf of Swiss Bear
Golden Leaf Foundation	850,000.00	\$ 320,000.00	Electric Recovery & Resiliency	Awarded in 2020	
National League of Cities	10,000.00	Not Awarded	Resiliency Plan		
Totals:	\$2,741,495.00	\$1,234,695.00			

1234695

Fund Development, LLC Grants Written 2020

Name of Granting Organization	Amount Requested	Amount Received	Project	Award Date	Additional Information
NC Clean Water Management Trust	\$ 175,000.00	\$ 100,000.00	Duffyfield Stormwater	9/17/2020	Reconnected Dev Services w/Dr. Bill Hunt of NCSU Received One of 5 Innovative Stormwater Grants Awarded in the State
NCORR	\$ 328,495.00	\$ 328,495.00	Recovery & Resiliency	6/30/2020	Spent 4 mos in contact w/Jim Klinger @ NCORR tracking grant & info needed
Harold Bate Foundation	\$ 100,000.00	\$ 50,000.00	Volt Center Simulation Center	7/23/2020	
EEG	\$ 120,068.00	Not Awarded	Duffyfield Stormwater		Since City received 2019 Grant funds in 2020, was not likely 2020 grant would be funded
NFWF	\$150,00.00	150,00.00	Resiliency Plan, Phase 2	11/17/2020	Worked w/Moffatt & Nichol Provided history of Resiliency Planning & funders & letter of support from Coastal Federation.
Golden Leaf Foundation	\$ 320,000.00	Not Awarded	Glenburnie Overhead to Undergr		These 3 projects did not meet GL Foundation's criteria for hurricane recovery
Golden Leaf Foundation	\$ 450,000.00	Not Awarded	Northwest Sewer Replacement		Fund Development reduced its charges for these grants.
Golden Leaf Foundation	\$ 350,000.00	Not Awarded	Trent River Cable Crossing		
Firehouse Subs Foundation	\$ 20,513.42	Not Awarded	Police Radios		
Bate Foundation	\$ 50,000.00	Not Awarded	Police Simulator		Bate Foundation already awarded \$50,000.00 for the Simulation Center
Totals:	\$ 1,914,076.42	\$ 478,495.00			

Fund Development, LLC Grant Summary 2019 & 2020

Breakdown of Receipts by Year		
2019 Award Receipts		\$ 614,695 00
2020 Award Receipts		
Receipts from grants applied for in 2019	\$ 620,000.00	
Receipts from grants applied for in 2020	\$ 478,495 00	
		\$ 1,098,495 00
Total Grant Receipts to Date:		\$ 1,713,190.00

NOTES

Additional Grants Submitted 2020

Z Smith Reynolds LOI Comm Progress Grant	\$ 60,000.00	Pending	Five Points Comm Health Cntr	2-year Planning Grant Request
National League of Cities	\$10,000 00	Pending	Personal Resiliency Toolkits	Funds to plan & develop personal resiliency toolkits for residents of Greater Five Points

Grants in Process 2021

Cannon Foundation	75,000 00	In Process	Commissary Kitchen Equipment	
FEMA Firefighter Assistance Grant	400,000 00	In Process	Firefighting Equipment	
DEQ 319 Grant	\$360,000 00	In Process	Duffyfield Stormwater	Helping facilitate Watershed Plan written by Dr Hunt, prior to application submittal
Sustainable Communities Fund	15,000.00	In Process	Personal Resiliency Toolkits	Vetting Proj w/Grant Officer

Additional Research

Wells Fargo Foundation	Housing Affordability Breakthrough Innovation Challenge	Conversation w/Grant Officer scheduled for week of 1/11/2021
Duke Energy Workforce Grant	Commissary Kitchen Equipment	Researching locally w/Millie Chalk
Golden Leaf Foundation	Commissary Kitchen Equipment	E-mail sent to Ted Lord to discuss possibility

AGENDA ITEM COVER SHEET

Agenda Item Title:

Craven County Automatic Aid Agreement for Fire Protection

Date of Meeting: 1/12/2021	Ward # if applicable: N/A
Department: Fire	Person Submitting Item: Robert Boyd (Fire Chief)
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	An effort to provide a better service to our citizens and to reciprocate what is being asked of Craven County's Volunteer Departments. This agreement will allow us to have automatic dispatch, thus reducing overall response times.
Actions Needed by Board:	Approve resolution to be part of Crave County Automatic Aid Agreement.
Backup Attached:	See resolution, MEMO, Automatic Aid Agreement for Fire Protection, and maps of response coverage areas.

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

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

Additional Notes: There is no need for a budget amendment. The cost will be minimal and aid will be reciprocated with the use of volunteer departments for the City of New Bern structure fire responses.



NEW BERN NORTH CAROLINA

FIRE-RESCUE DEPARTMENT

Robert M. Boyd, Jr.
Fire-Rescue Chief

1401 Neuse Boulevard
P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-2931

~ Proudly Serving Since 1845 ~

Battalion Chiefs
Dennis Tyndall - A Shift
William Smith - B Shift
Scott Gladson - C Shift

Division Chiefs
Daniel T. Hill, Jr., Fire Marshal
James P. McConnell, Training Officer

TO: Mayor and the Board of Alderman
FROM: Robert Boyd, Fire Rescue Chief
DATE: December 16, 2020
SUBJECT: Automatic Aid Agreement for Fire Protection

Background:

We have been working on completing our Strategic Plan, Objective 3C: "Implement a training/mutual program involving Craven County Volunteer Departments" (see below). We have met all the critical tasks for this objective other than "Design and implement a mutual aid program". The Automatic Aid Agreement for Fire Protection will provide our citizens with a faster dispatch time, no longer having to wait for a structure fire mutual aid request. The intention is to improve fire protection response for our citizens and to reciprocate the requests from Craven County's Fire Departments bordering our corporate city limits.

The process has been in the works for over three years. A great working relationship has been built, and the approval of the agreement will be the next step in continuing our collaboration.

Objective 3C Implement a training/mutual aid program involving Craven County Volunteer Fire Departments
Timeframe 12 months and continuing
Critical Tasks <ul style="list-style-type: none">Meet with the Craven County Volunteer Fire Chiefs, local Emergency Manager, and Craven Community College Fire Coordinator identifying specific training needs.Work closely with local mutual aid departments to bring consistency of operationsDevelop training plans and assign department instructorsCoordinate a training schedule involving NBFD and Craven County Fire DepartmentsDesign and implement a mutual aid program

Recommendation:

Approve resolution for the Automatic Aid Agreement between Craven County Fire Chiefs and the City of New Bern Fire-Rescue Department.

Everything comes together here.

RESOLUTION

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

THAT the Automatic Aid Agreement for Fire Protection between multiple Craven County Fire Departments and the City of New Bern Fire-Rescue Department, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the City Manager is hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED this the 12th day of January, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

North Carolina
Craven County

This agreement, is made and entered into this 12th day of January, 2021 by the parties executing this agreement.

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, the county has written automatic aid protocols which are maintained and utilized by the Craven County Communications Center and are utilized on all structure fires whereby they simultaneously dispatch the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan as agreed upon in dispatch protocol, by which each of them renders aid to the other in case of any incident;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an Agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. To activate the terms of this agreement as herein set forth, due to structure fire, conflagration, holocaust, civil disorder, or natural disaster, upon notification, that an emergency does in fact exist, and that aid is needed. The County will dispatch available apparatus, equipment, and manpower into action to assist the needed party. When a Department not dispatched by the County is needed as Primary or additional mutual aid units the County will contact the appropriate PSAP and request those Departments for Mutual Aid. e.g. New Bern, Jones Lenoir, Havelock, Cherry Point, Carteret County, Beaufort County, Pitt County, and Pamlico County.

2. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are properly credentialed and trained personnel, that responding fire department personnel are responsible persons, and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.

3. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

4. Each party to this agreement shall assume all costs of salaries, wages, bonuses, or other compensation for its personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid, and shall make no charge for such use to the party requesting assistance.

5. Any party may, at any time, terminate this agreement, through its Board of Directors/Governing Board, and upon the serving of a thirty-day written notice to the County Fire Marshal.

6. When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.

7. When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water for those Departments capable of tanker operations. It is agreed that municipal Departments will participate in this agreement with one piece of fire apparatus capable of structural firefighting and crew or other specialized response equipment.

8. When Craven County 911 is notified of any structure fire in any district either by occupants, other 911 Centers, or witnesses, the 911 Center will automatically dispatch the responsible fire department applicable to the address and location based on the CAD map and defined by the maps approved by the Craven County commissioners and the NC Department of Insurance with the second automatic aid fire department from the adjoining approved fire district as illustrated on the CAD map. In the event additional departments are needed, the 911 center will dispatch said departments as defined by the incident commander of the fire scene without delay. It is the responsibility of each participating Department to review the Mutual Aid response layer of the CAD System for accuracy and needed changes. The process for changes to the map layer will require the

Fire Marshal, Departments receiving mutual aid, and the Department providing mutual aid being in agreement with the map layer for mutual aid. The physical change of the CAD Map will have to be coordinated to concur with scheduled maintenance to the system coordinated with the GIS Coordinator and Information and Technology Office.

The attached signature pages by the participating parties in Craven County attest to the understanding of this instrument and their participation in this Automatic Aid Agreement. The attached signature page of the Craven County Fire Marshal acknowledges the implementation by Craven County 911 dispatch policy and the compliance with the Emergency Services Ordinance of Craven County.

[Signature Pages Follow]

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

West of New Bern, VFD, Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____ (SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Tri Community VFD, Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____(SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Little Swift Creek V.F.D., Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____ (SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Vanceboro Rural V.F.D., Inc.

By: _____
President, Board of Directors

_____ Date

By: _____
Fire Chief

_____ Date

By: _____(SEAL) _____
Secretary, Board of Directors

_____ Date

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Ft. Barnwell V.F.D., Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____ (SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

The Dover V.F.D., Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____(SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Cove City V.F.D., Inc.

By: _____
President, Board of Directors

Date

By: _____
Fire Chief

Date

By: _____(SEAL)
Secretary, Board of Directors

Date

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

No.9 Township Fire and Rescue, Inc.

By: _____ Date _____
President, Board of Directors

By: _____ Date _____
Fire Chief

By: _____ (SEAL) _____ Date _____
Secretary, Board of Directors

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Rhems V.F.D., Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____(SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Township Seven Fire and Rescue, Inc.

By: _____
President, Board of Directors

Date

By: _____
Fire Chief

Date

By: _____ (SEAL)
Secretary, Board of Directors

Date

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Township Six Volunteer Fire Department, Inc.

By: _____
President, Board of Directors

Date

By: _____
Fire Chief

Date

By: _____(SEAL)
Secretary, Board of Directors

Date

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY FIRE DEPARTMENT

ATTEST:

Harlowe Volunteer Fire Department of Craven and Carteret Counties, Inc.

By: _____
President, Board of Directors Date _____

By: _____
Fire Chief Date _____

By: _____ (SEAL) _____
Secretary, Board of Directors Date _____

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 and will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY MUNICIPAL FIRE DEPARTMENT

ATTEST:

City of New Bern Fire & Rescue

By: _____
City Manager

Date

By: _____
Fire Chief

Date

I/We the undersigned attest we are in agreement with the Craven County Automatic Aid Agreement dated January 12, 2021 will respond as outlined in this instrument. We agree that this signature page will be considered a part of the Craven County Automatic Aid Agreement.

CRAVEN COUNTY MUNICIPAL FIRE DEPARTMENT

ATTEST:

City of Havelock Fire & Rescue

By: _____
City Manager

Date

By: _____
Fire Chief

Date

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the 2020 Community Development Block Grant (CDBG) Subrecipient Monitoring Plan for the CDBG Entitlement Program.

Date of Meeting: 1/12/2021	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Amanda Ohlensehlen, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The U.S. Department of Housing and Urban Development (HUD) requires CDBG program grantees to monitor subrecipient agencies on an annual basis. This plan will serve as a guide for CDBG staff to conduct monitoring visits for subrecipients of funding.
Actions Needed by Board:	Adopt a Resolution
Backup Attached:	Memo, CDBG Subrecipient Monitoring Plan

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:



MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen, Community and Economic Development Manager

DATE: December 31, 2020

SUBJECT: Consider Adopting a Resolution Approving the 2020 Community Development Block Grant (CDBG) Subrecipient Monitoring Plan for the CDBG Entitlement Program.

Background Information

The U.S. Department of Housing and Urban Development (HUD) requires its Community Development Block Grant (CDBG) program grantees to monitor their subrecipient agencies on an annual basis. A subrecipient agency is provided CDBG funding to carry out eligible activities that serve low-moderate income individuals and families. Monitoring is conducted to evaluate whether subrecipients are carrying out their CDBG and CDBG-CV programs in compliance with HUD regulations, the contract terms, and conditions and policies of the City of New Bern's CDBG program. City staff has composed the Subrecipient Monitoring Plan. This plan will serve as a guide for staff to conduct monitoring visits to subrecipients of the program. Monitoring visits will be scheduled by City staff and the executive director of selected agencies.

Recommendation

Consider Adopting a Resolution Approving the 2020 Community Development Block Grant (CDBG) Subrecipient Monitoring Plan.

If you have any questions or need additional information, please contact Amanda Ohlensehlen at 252-639-7580.

RESOLUTION

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

That the document entitled "City of New Bern Community Development Block Grant Subrecipient Monitoring Plan," a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby adopted and approved, and the Mayor is hereby authorized to sign any related documents on behalf of the City.

ADOPTED THIS 12th DAY OF JANUARY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



CITY OF NEW BERN

Community Development Block Grant

SUBRECIPIENT MONITORING PLAN

**Adopted by the Board of
Aldermen on 1/12/2021**

SUBRECIPIENT MONITORING PLAN

The U.S. Department of Housing and Urban Development (HUD) requires its Community Development Block Grant (CDBG) program grantees to monitor their subrecipient agencies on an annual basis. Monitoring is conducted to evaluate whether subrecipients are carrying out their CDBG and CDBG-CV programs in compliance with U.S. Department of Housing and Urban Development regulations, the contract terms, and conditions and policies of the City of New Bern's CDBG and CDBG-CV Programs.

Monitoring is an ongoing process of reviewing performance through assessment of agency data. Monitoring will enable the City of New Bern to assess the subrecipient progress in the performance of the scope of services in their agreement and to aid if necessary, in making any modifications or improvements. Monitoring visits are not conducted as an overall assessment of an agency. Contract compliance monitoring that is performed by the City is different from an annual audit. Monitoring is not an audit of the agency, but rather, it is focused on the "program and/or activities" that are CDBG funded.

To meet HUD requirements, the City may conduct an on-site monitoring visit, or in certain instances, the City may conduct a "desktop" monitoring visit, whereby the agency is not visited on-site, and their grant is monitored only by review of the information in City files.

Goals of Monitoring

The following five (5) goals result in a successful monitoring:

- To review subrecipient agencies to determine if services are being delivered in accordance with contract requirements as to type of services and number of units of service.
- To review records of subrecipient agencies to determine if systems are in place to properly document the provision of services, client eligibility, and compliance with any other contract requirements.
- To review subrecipient agencies to determine if expenditures of allocated funds are being made in accordance with contract requirements.
- To review records of subrecipient agencies to determine if systems are in place to properly document financial transactions, the use of allocated funds, use of program income, and any other contract requirements.
- To review the subrecipient's records to determine if they are in compliance with Federal laws and regulations.

Program Monitoring Process

There are five (5) components to the monitoring process, which include:

- The notification letter, entrance conference, documentation review, exit conference, and follow-up monitoring letters.

The City will contact the agency to arrange for a monitoring visit. The agency will be informed regarding the initial records to be reviewed. These records should be ready for review upon the monitor's arrival and available at the working space set up for the monitor.

- **Notification Letter:** Prior to the official monitoring visit, City staff will contact the agency via letter, explaining the purpose of the monitoring visit and to arrange mutually convenient dates for the visit. The letter shall be sent several weeks before the visit and will include: confirmation of dates, scope of monitoring, description of what will be reviewed during the visit, the duration of the monitoring, staff involved, office space required, and what members of the subrecipient's staff need to be present.
- **Entrance Conference:** City staff will meet with the agency director to answer any questions regarding the monitoring process and are introduced to the agency's staff to begin work. The entrance conference will ensure that all subrecipient staff have a clear understanding of the purpose, scope, and schedule of the monitoring. The following steps will be taken through this phase:
 - Meet with staff responsible for the intake process; preparation for reports of units of service; and direct service providers.
- **Documentation Review:** Subrecipients are required to submit the ethnicity and units of service reports on a quarterly basis. City staff will check the agency's records for the following:
 - Determine if amounts in agency records reported for each quarter match amounts noted in City records.
 - Determine if reports are presented in a timely manner (by the date specified in the contract).
 - Determine if reports are completed in a satisfactory manner.
 - Determine if the services provided are consistent with the amount of the funds expended.
 - Determine if the agency is significantly behind in the provision of services.
- **Units of Service:** The monitor will review documents used by the agency to derive the number of units of service reported.
 - Determine the method used to distinguish CDBG clients from clients not billed to the CDBG contract.
 - Determine if this method is usable and satisfactory.
 - Determine whether the number of units reported in sample months matches the number in the backup documents.
 - Determine if services provided are in keeping with the contract definition.
 - If units are differentiated between types, determine that only units of the types listed in the contract are billed for **CDBG or CDBG-CV clients**.
 - Develop a list of client files to be reviewed from the sample months, listing client number, client name, date of service, number of units served and type of service.
 - Present the list to staff and allow a reasonable length of time for client files to be pulled for review.

- **Review of Client Files:** The monitor will review client files for:
 - Documentation of eligibility which is dated within twelve months of the sample service date.
 - Documentation of residency within the city limits
 - Documentation of income equal to or lower than 80% of the median income for the New Bern Area (Income Guidelines in Exhibit A of the contract and updated periodically).
 - Documentation of Presumed Benefit status on the form(s) provided in the contract.
 - Documentation of the provision of services which meet the terms of the contract.
 - Determine if the date of service and type of service provided which was taken from the tally log is also recorded in the client file and appears to be reasonable.
 - Review complete file for each client determining whether services being provided are in accordance with the contract, whether client is in contract's target population (such as client who is documented as homeless being visited at home).
 - Where applicable, determine if client notes are dated, reflect the units provided are signed by the caseworker, complete and informative as to the client's progress.
 - Determine if files are complete and maintained in an orderly fashion.
 - Obtain blank copies of intake and other pertinent documents used by agency.
- **Observe Interactions:** Throughout the course of the on-site visit, the monitor will observe interactions between staff and clients and the condition of the facility.
- **Equal Employment Opportunity:** The monitor will observe whether the Equal Employment Opportunity placard has been posted as required by law:
 - Observe whether official placard has been posted.
 - Determine if it is available for viewing by employees.
 - Determine if it is available for viewing by applicants for employment.

Fiscal Monitoring

Fiscal monitoring will be conducted to assess an agency's financials. Fiscal monitoring may be done separately or in conjunction with overall program monitoring.

- **Record Review:** During fiscal monitoring, records to be reviewed by the monitor may include, but are not limited to:
 - Time and attendance reports (time sheets or timecards).
 - Payroll register.
 - Cash receipts journal.
 - Check disbursement journal or check register.
 - Bank statements and/or canceled checks.
 - General ledgers.
 - Invoices and purchase orders.
 - Bank reconciliation.
 - Any additional item (vouchers, documents, financial reports, records, etc.) needed to verify transactions.

- **Salaries:** The monitoring staff will:
 - Review time and attendance reports for time billed to CDBG and verification of reports by supervisor.
 - Check to see if there is a clear audit trail between the time and attendance reports, payroll register, general ledger accounts and Federal and state reports.
 - Test computation for gross amounts, deductions, and net payments.
 - Verify canceled checks for amounts and endorsements.
 - Verify employees' time from timecards to the time reported to CDBG on reimbursement requests.
 - Verify that the salary costs requested for reimbursements are allowable under the terms of the contract
- **Property and Equipment:** The monitoring staff will:
 - Verify invoices and payments.
 - Verify purchase of equipment is in agreement with general ledger account and financial reports.
 - Ensure that purchased equipment is allowable.
 - Verify calculation of depreciation (if applicable).
 - Make physical inspection of equipment (if applicable).
- **Other Operating Expenses:** The monitoring staff will:
 - Examine invoices and related canceled checks.
 - Review invoices for approvals and account distribution.
 - Determine if the costs are allowable.
 - Verify agency's line item costs to amounts requested for reimbursement.
 - Verify that amounts requested for reimbursement agree with posting to general ledger accounts.
 - Select insurance invoices to verify that the amounts requested for reimbursement apply only appropriate personnel.
- **Revenue:** The monitoring staff will:
 - Verify amounts disbursed by City to reconcile with funds received by the agency.
 - Verify amounts and use of any program income or CHDO proceeds received.
- **Overall Accounting Review:** The monitoring staff will:
 - Review the process used to record the various transactions and determine whether it is effective.
 - Review the actual transactions and their supporting documentation, determining eligible reimbursement expenses. In order for an expenditure to be considered eligible for reimbursement, the following requirements must be met: The expenditure must be for the current funding period. Must be an expenditure related to CDBG activity. Must be an expenditure permitted by the contract.
 - Review the overall agency performance to determine if it is within compliance according to the contractual terms and conditions.
 - Determine if the prior year's monitoring findings have been corrected and are not being repeated.

Exit Conference

The City staff will call or meet with the agency director to discuss results of monitoring. The director may invite staff and/or board members as he/she deems appropriate.

- Discuss findings, if any, and methods of correcting each individual deficiency.
- Discuss concerns, if any, and methods of correcting concerns.
- Discuss any observations made regarding the agency, offer technical assistance where applicable.
- Answer any questions the director or staff may have.

The Monitoring Letter

Within thirty (30) days after the completion of the monitoring visit or desktop review, a written report of the results of the monitoring visit will be forwarded to the subrecipient. If the program and fiscal monitoring were performed concurrently, the reports for both will be combined under a single cover letter. The monitoring report contains:

- A detailed list of areas reviewed.
- A detailed list of findings, if any. A recommendation will accompany each finding explaining how the deficiency can be corrected.
- A detailed list of concerns, if any. Depending on the nature of the concern, a recommendation may be included on how to eliminate the concern.
- Observations, if any, made regarding the agency's operation.
- If findings are severe, the letter accompanying the report may place a hold on further reimbursements to the subrecipient until the findings are cleared.

Response to Monitoring Report

Within thirty (30) days after receipt of the monitoring report, the subrecipient must submit a written response to the monitoring report. The response should include:

- A response to each individual finding and concern, if applicable.
- Copies of any documentation to back up the response to the findings (copies of corrected employee monthly time reports, etc.).

Response to Agency Response

Upon receipt of the subrecipient's response to the monitoring report, the program and fiscal monitors will review the response to determine if the findings have been satisfied. A written response to the subrecipient's response will be sent to the agency, to include the following:

- Those findings which have been satisfied will be noted as closed. If all findings are closed, the subrecipient's monitoring for the year under review is considered to be complete.
- Findings which are not satisfied will remain open and will require further response or action on the subrecipient's part.

- The subrecipient will be given an adequate period of time to take any further action needed to correct the findings and respond in writing.
- If these actions are satisfactory, the findings are noted as closed and the monitoring is considered to be complete.
- If these actions are not satisfactory, further correspondence is required until such time as all findings are closed and the monitoring is concluded.
- The close of the contract does not necessarily close the monitoring. Correspondence will continue until all findings are closed.

**CHECKLIST FOR ON-SITE MONITORING OF A SUBRECIPIENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Subrecipient Name _____

Project Name/Agreement No. _____

Project Director _____

In-house review and general oversight conducted on _____

On-site monitoring visit(s) conducted on _____

Monitoring letter sent on _____

Follow-up monitoring visit conducted/letter sent on _____

A. National Objective and Eligibility

1. Which National Objective does this project meet (570.208)?

Benefit to Low- and Moderate-Income Persons

____ Low/Mod Area Benefit

____ Limited Clientele Benefit

____ Low/Mod Housing Benefit

____ Job Creation or Retention

Aids in the Prevention or Elimination of Slums or Blight

____ an Area Basis

____ a Spot Basis

An Urgent Need

____ Need having a Particular Urgency

2. Which eligibility category does the project meet? (24 CFR 570.201 thru 6)?

B. Conformance to the Subrecipient Agreement

1. Contract Scope of Services – Is the full scope of services listed in the Agreement being undertaken? List any deviation.

2. Levels of Accomplishments – Compare actual accomplishments at the point of monitoring with planned accomplishments. Is the project achieving the expected levels of performance (number of persons served, number of units rehabbed, etc.)

and reaching the intended client group? Explain any problem the subrecipient may be experiencing. **Acknowledge major accomplishments.**

3. Time of Performance – Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Agreement)? Explain.

4. Budget – Compare actual expenditures versus planned expenditures. Note any discrepancies or possible deviations.

5. Requests for Payment – Are requests for payment being submitted in a timely manner and are they consistent with the level of work accomplished? Is program income properly accounted for and recorded? Explain.

6. Progress Reports – Have progress reports been submitted with payment requests (where required) on time and were they complete and accurate?

7. Special Conditions – Does the project conform to any special terms and conditions included in the Subrecipient Agreement? Explain.

C. Record-Keeping Systems (24 CFR 570.506)

Records should demonstrate that each activity undertaken meets the criteria for National Objectives compliance. Such records should be found in both the grantee's project file and the subrecipient file.

1. **Filing System** – Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up to date? Note any areas of deficiency.

2. **Documentation (activities, costs, and beneficiaries)** – Do the HCD project file and subrecipient records have the necessary documentation supporting the National Objective being met, eligibility, and program costs as they relate to 24 CFR 570.506? Do the project files support the data the subrecipient has provided for the CAPER?

3. **Record Retention** – Is there a process for determining which records need to be retained and for how long?

4. **Site Visit (where applicable)** – Is the information revealed by a site visit consistent with the records maintained by the subrecipient and with data previously provided to the grantee? Explain any discrepancies.
 - a. Is the project manager located on-site and running the day-to-day operations? Do the staff seem fully informed about program requirements and project expectations? Explain.

 - b. Is the project accomplishing what it was designed to do? Explain any problems.

D. Financial Management Systems [24 CFR 85.20 (local governments) and 24 CFR 84.21–28 (non-profits)]

1. **Systems for Internal Control** – Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment, and other assets (85.20(b)(3) and 84.20(b)(3))?
2. **Components of a Financial Management System** – Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Note any discrepancies.
3. **Accounting** – Compare the latest performance report, drawdown requests, bank records, payroll records, receipts/disbursements, etc. Note any discrepancies.
4. **Eligible, Allocable, and Reasonable Costs** – See 2 CFR Part 200. Pay particular attention to the time distribution records where the subrecipient has employees who work on both CDBG and non-CDBG funded activities. Note any discrepancies.
5. **Cash Management/Drawdown Procedures** – See Treasury Circular 1075; 24 CFR 85.20(b)(7); and 24 CFR 84.20. Has all cash been promptly drawn down and deposited? Are all drawdowns of Federal funds properly recorded? Note any discrepancies.
6. **Management of Program Income** – If the subrecipient generates program income, refer to 24 CFR 570.504 and the Subrecipient Agreement about its use. Note any discrepancies.

7. **IPA Audit Reports/Follow-up** – (2 CFR Part 200) Determine if the subrecipient has expended \$500,000 or more in Federal funds for the subject program year.

IPA Audit Required Yes____ No____ N/A____
Date Conducted_____

Any findings related to CDBG activity? Status? Explain.

8. **Maintenance of Source Documentation** – (24 CFR 85.20(b) and 24 CFR 84.20(b) Note any discrepancies in sample records, invoices, vouchers, and time records traced through the system.

9. **Budget Control** – Do actual expenditures match the line item budget? Refer to 24 CFR 85.20(b)(4) and 24 CFR 84.20. Note any discrepancies.

E. Insurance

1. Has the subrecipient submitted a current copy of its Certificate of Insurance?

2. Is the City named as an additional insured?

F. Procurement

1. **Procurement Procedures** – Do the procedures the subrecipient uses for procurement of goods and services meet CDBG requirements? Review a sample number of procurements.

2. **Conflict of Interest** – How does the subrecipient assure there was no conflict of interest, real or apparent? Review the process and comment.

G. Equipment and Real Property

1. Has the subrecipient acquired or improved any property it owns in whole or in part with CDBG funds in excess of \$25,000? If yes, review for compliance with 24 CFR 570.503(b)(7).

2. Has the subrecipient purchased equipment with CDBG funds in excess of \$1,000? Does the subrecipient maintain the records required at 24 CFR 84.34?

3. Has a physical inventory taken place and the results reconciled with property records within the last two years?

4. If the subrecipient disposed of equipment/property that was purchased with Federal funds within the last five years:
 - a. Were proceeds from the sale reported as program income?
 - b. Did the grantee approve expenditure of program income?
 - c. Was the program income returned to the grantee?

H. Non-Discrimination and Actions to Further Fair Housing

1. **Equal Employment Opportunity** – Refer to 24 CFR 570.506, .601 and .602. Note any deficiencies.
2. **Section 3** – Opportunities for Training and Employment for Local Residents – Refer to 24 CFR 570.506(g)(5) and 24 CFR 570.607(a) (affirmative action). Note any deficiencies.
3. **Fair Housing Compliance** – Refer to 24 CFR 570.904 and 24 CFR 570.601(b). Note any deficiencies.
4. **Requirements for Disabled Persons** – Refer to 8.6. Note any concerns.

5. **Women and Minority Business Enterprises** – Refer to 24 CFR 570.506(g), §85.36(e), and §84.44, affirmative steps documentation. Note any concerns.

I. Conclusion and Follow-up

1. Is the subrecipient meeting the terms of the Subrecipient Agreement and HUD regulations?

2. Discuss both positive conclusions and any weaknesses identified.

5. Identify any follow-up measures to be taken by the grantee and/or the subrecipient as a result of this monitoring review.

- a. List the required schedule for implementing corrective actions or making improvements.

- b. List the schedule for any needed technical assistance or training and identify who will provide the training.

Project Monitor

Date

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a grant agreement with the North Carolina Land and Water Fund (NCLWF), also known as the Clean Water Management Trust Fund, a Division of the Department of Natural and Cultural Resources

Date of Meeting: 01/12/2021	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Amanda Ohlensehlen, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City has been awarded a \$100,000 Innovative Stormwater Grant through the North Carolina Land and Water Fund (NCLWF), formerly the NC Clean Water Management Trust Fund (CWMTF). The funds will be used for the Duffyfield Stormwater Enhancement Project.
Actions Needed by Board:	Adopt a Resolution.
Backup Attached:	Memo, Resolution, Grant Contract

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

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

Additional Notes:

Aldermen

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



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

MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen
Community & Economic Development Manger

DATE: December 30, 2020

SUBJECT: Consider Adopting a Resolution Approving a grant agreement with the North Carolina Land and Water Fund (NCLWF), also known as the Clean Water Management Trust Fund, a Division of the Department of Natural and Cultural Resources.

Background

The City of New Bern has been awarded an Innovative Stormwater Grant in the amount of \$100,000 by the Board of Trustees for the North Carolina Clean Water Management Trust Fund, now known as the North Carolina Land and Water Fund (NCLWF), a Division of the Department of Natural and Cultural Resources. The funds will be used for the Duffyfield Stormwater Enhancement Project.

The North Carolina Land and Water Fund helps protect natural and cultural resources across our state through stewardship programs and other conservation efforts. New Bern was one of five entities to receive this grant this cycle. Construction began on the Duffyfield Stormwater Enhancement project in mid-August and involves enlarging a stormwater retention pond located at East Rose and Biddle streets, as well as the pump station attached to the pond. A new, standby generator will also be installed. The goal of the multi-phased project is to reduce flooding and physical damage from floodwaters, but also to engineer beautiful greenspaces that help improve the environment and promote public health.

The grant contract is attached for review. Please contact Amanda Ohlensehlen at 252-639-7580 if you have questions or need additional information.

RESOLUTION

WHEREAS, The City has been awarded an Innovative Stormwater Grant in the amount of \$100,000 by the Board of Trustees for the North Carolina Clean Water Management Trust Fund, now known as the North Carolina Land and Water Fund ("NCLWF"), a Division of the Department of Natural and Cultural Resources. The funds will be used for the Duffyfield Stormwater Enhancement Project; and

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

THAT the City Manager is authorized to execute an electronic version of the grant agreement with the North Carolina Land and Water Fund in the amount of \$100,000 for the Duffyfield Stormwater Enhancement Project, a copy of which is attached hereto and incorporated herein by reference.

ADOPTED THIS 12th DAY OF JANUARY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

**STATE OF NORTH CAROLINA
NORTH CAROLINA LAND AND WATER FUND
GRANT CONTRACT
(INNOVATIVE STORMWATER PROJECT)**

NCLWF PROJECT NUMBER: 2020-1007

GRANTOR: North Carolina Land and Water Fund ("NCLWF"), also known as the Clean Water Management Trust Fund, a division of the Department of Natural and Cultural Resources, acting through its Board of Trustees solely in its official capacity pursuant to North Carolina General Statutes ("N.C.G.S.") Chapter 143B, Article 2, Part 41

CONTRACT ADMINISTRATOR:
Stephen Bevington
NC Land and Water Fund
1651 Mail Service Center
Raleigh, NC 27699-1651
Phone: 919.707.9128
Email: steve.bevington@ncdcr.gov

GRANT RECIPIENT: City of New Bern, a North Carolina Local Government Unit, ("**Grant Recipient**")

CONTRACT ADMINISTRATOR:
Amanda Ohlensehlen, Community & Economic Development Manager
Town of New Bern
303 First Street
New Bern, NC 28563
Phone: (252)639-7580
Email: ohlenschlena@newbernnc.gov

GRANT AWARD DATE: September 16, 2020 (the "**Award Date**")

CONTRACT EFFECTIVE DATE: _____ (the "**Effective Date**")

CONSTRUCTION CONTRACT DATE: September 16, 2020

CONTRACT EXPIRATION DATE: November 30, 2023 (the "**Expiration Date**")

REIMBURSEMENT DATE: December 14, 2023

GRANT AMOUNT: Up to \$100,000 (the "**Grant**")

THIS GRANT CONTRACT (this "**Grant Contract**") is made and entered into, as of the Effective Date by and between the NCLWF and Grant Recipient (both sometimes hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**").

WITNESSETH:

WHEREAS, Grant Recipient submitted to NCLWF an application for a grant of funds (the "**Grant Application**") to engage in a project for employing innovative technologies, applications, strategies, or approaches for managing stormwater for protecting and improving the quality of water in North Carolina.

WHEREAS, N.C.G.S. Chapter 143B, Article 2, Part 41 authorizes NCLWF to, among other things, fund projects employing innovative technologies, applications, strategies, or approaches for managing stormwater for protecting and improving the quality of water in North Carolina.

WHEREAS, the Grant Recipient is a qualified applicant as defined in N.C.G.S. §143B-135.238(a).

WHEREAS, at its meeting on the Award Date, NCLWF approved Grant Recipient's application **on** the terms and conditions in this Grant Contract.

WHEREAS, Grant Recipient agrees to conduct the project approved by NCLWF's Board of Trustees for the purposes and according to the scope of work, conditions, and schedule in **Exhibit A** (the "**Project**") and according to the project budget in **Exhibit B** of this Grant Contract.

WHEREAS, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

NOW, THEREFORE, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Contract Documents.** The Grant Contract consists of, and only of, the documents described below, which are hereinafter collectively referred to as the "**Grant Contract.**" In the case of conflict, specific, and special terms, conditions and requirements shall control over general terms, conditions, and requirements. Upon execution and delivery of the Grant Contract, including the execution of all of the Exhibits that require execution, the Grant Contract shall constitute a valid, binding and binding contract between the Parties. The Grant Contract constitutes the entire contract between the Parties, superseding all prior oral and written statements or contracts. Only changes deemed non-material in type by NCLWF's Executive Director may be made to the Grant Contract without the consent of NCLWF's Board of Trustees.

The Grant Contract Documents consist of:

- a. Cover page
- b. The main body of the Grant Contract
- c. **Exhibit A** – Project Summary
- d. **Exhibit B** – Project Budget
- e. **Exhibit C** – NCLWF Pre-Disbursement Checklist
- f. **Exhibit C.1** – Assurances for Non-Federally Funded Contract (not applicable to this grant)
- g. **Exhibit D** – Additional Definitions
- h. **Exhibit E** – General Terms and Conditions
- i. **Exhibit F** – Does not apply to this contract

2. **Purpose.** The purpose of the Grant is to finance an innovative stormwater project for the improvement of water quality, more particularly described on **Exhibit A**. Grant funds may not be used for the purchase of improvements or for the removal of debris on any property, or for any other purpose not set forth herein. Further, Grant funds may not be used for any eminent domain litigation or any action or expenditure related to eminent

domain, unless approved by NCLWF's Board of Trustees in writing prior to the action. The Board of Trustees shall review requests to use Grant funds for eminent domain on a case-by-case basis. Grant Recipient shall provide such requests in writing.

3. NCLWF's Duties. Subject to the appropriation, allocation, and availability to NCLWF of Grant funds for the Project, NCLWF hereby agrees to pay the Grant funds to Grant Recipient in accordance with the payment procedures set forth herein. Neither of the Parties is obligated to perform and the Grant Contract is not a binding agreement on all Parties until all Parties have executed the main body of the Grant Contract and all exhibits that require execution, the Department of Natural and Cultural Resources has notified NCLWF that funds for the Grant contemplated hereunder have been encumbered, and Grant Recipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover page to the Grant Contract.

4. Grant Recipient's Duties. Grant Recipient shall carry out the Project pursuant to the terms of this Grant Contract.

5. Contract Period. NCLWF's commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date. Grant Recipient is responsible to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to NCLWF by the Reimbursement Date. After the Expiration Date, any Grant monies remaining under this Grant Contract will no longer be available to Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date and which are submitted to NCLWF no later than the Reimbursement Date. **The burden is on Grant Recipient to request an extension of the Grant Contract if Grant Recipient anticipates that the Project will not be completed by the Expiration Date.** The request for an extension must give complete details of the reasons why an extension is needed, propose a new expiration date for the Grant Contract, and be submitted online via NCLWF's online grants management system. This request must be submitted to and received by NCLWF at least **60 days** prior to the Expiration Date. Approval of any requested extension is at the sole discretion of NCLWF. The approval or denial of the requested extension will be based upon Project performance, among other factors. **NCLWF is not obligated to send reminders or other notification of an approaching Expiration Date.**

6. Access to the Project Site. The Grant may be used only for innovative stormwater projects on real property that is owned by the Grant Recipient or for which the Grant Recipient has entered into a written access agreement with the real property owner to allow specified uses of and activities on the Project site for as long as the site is needed and used for the Project.

7. Pre-Disbursement Requirements. Prior to the disbursement of **any** Grant monies under this Grant Contract, Grant Recipient shall deliver to NCLWF all of the documentation described on **Exhibit C**.

8. Disbursement of Grant Funds.

a. Proportionate Spending of Matching Funds. Grant monies are awarded based on a commitment of matching funds to the Project. NCLWF's final, cumulative portion of the total Project cost will be no more than the percentage of funds originally committed to in the Grant Contract as given in **Exhibit B**. Grant Recipient must demonstrate expenditure of matching funds as payments by NCLWF are requested.

b. Requests for Payment. NCLWF will not disburse Grant funds until receipt by the NCLWF Contract Administrator of the following documentation via NCLWF's online grants management system and the appropriate forms contained thereon:

- i. Appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items in the project budget. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to Grant Recipient for correction and resubmittal.
 - ii. Identification of all amounts of sales tax for which Grant Recipient and/or its vendors have or will obtain payment from the North Carolina Department of Revenue. NCLWF will not reimburse Grant Recipient for such amounts.
 - iii. A written report containing a detailed narrative of the progress of the Project submitted within three (3) months prior to the reimbursement request.
 - iv. A completed request for reimbursement via NCLWF's online grants management system, stating that the Grant Recipient complied with all terms of this Grant Contract in incurring the expenses.
- c. Alternate Disbursement of Grant Funds. NCLWF may, upon request by Grant Recipient, disburse Grant funds prior to Grant Recipient's actual payment to its vendors if such expenditures are documented by vendors' third-party invoices. In order for NCLWF to disburse Grant funds to Grant Recipient based on unpaid third-party invoices, Grant Recipient must submit the following documentation via NCLWF's online grants management system and the appropriate forms contained thereon:
- i. Appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items in the project budget. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to Grant Recipient for correction and resubmittal.
 - ii. Identification of all amounts of sales tax for which Grant Recipient and/or its vendors have or will obtain payment from the North Carolina Department of Revenue. NCLWF will not reimburse Grant Recipient for such amounts.
 - iii. A written report containing a detailed narrative of the progress of the Project submitted within three (3) months prior to the reimbursement request.
 - iv. A completed request for reimbursement, stating that the Grant Recipient complied with all terms of this Grant Contract in incurring the expense, reviewed and has approved the unpaid third-party invoice, and certifies to NCLWF that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed Grant fund.

The Grant Recipient will confirm in writing to NCLWF, via the appropriate form provided on NCLWF's online grant management system, that the required payment has been made within thirty (30) days of payment.

d. Limited Grant Funds Disbursement in January, June, July, and December. Funds will not be disbursed during the first week of January, the last three weeks of June, the first week of July, and the last two weeks of December.

e. Certification by Licensed Professional. At the option of NCLWF, payments may be made only on the certificate and seal of an appropriately qualified licensed professional (e.g., licensed Professional Engineer) that the work for which the payment is requested has been completed in accordance with approved plans and specifications, to which certificate shall be attached an estimate by the construction contractor setting forth items to be paid out of the proceeds of each such payment. NCLWF, at its option, may further require a certificate from such appropriately qualified licensed professional that the portion of the Project completed as of the date of the request for payment has been completed according to schedule and otherwise as approved by NCLWF and according to applicable standards and requirements. However, NCLWF may, at its discretion, make payments without requiring such certificates or construction contractor's estimate, in which event Grant Recipient shall furnish NCLWF a list of and the amounts of items to be paid out of the payment, or such other evidence as NCLWF may require.

f. Payment Based on Progress. Grant Recipient agrees to proceed with diligence to complete the Project according to the schedule set out in **Exhibit A** and shall show appropriate progress prior to each payment. Payment may be withheld or delayed if Grant Recipient fails to make progress on the Project satisfactory to NCLWF. Amounts withheld shall be reimbursed with subsequent payments in the event that Grant Recipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.

g. Proof of Payment. Grant Recipient agrees to pay, as the work progresses, all bills for expenses incurred on the Project and agrees to submit to NCLWF all such receipts, affidavits, canceled checks, or other evidences of payment as may be requested from time to time and, when and if requested by NCLWF, to furnish adequate proof of payment of all indebtedness incurred on the Project.

h. NCLWF's Retaining Portion of Funds until Project Completion. NCLWF will withhold payment from Grant Recipient in the amount of **\$7,500** of the Grant until Grant Recipient has satisfactorily submitted its grant contract final report.

i. No Excess Costs. NCLWF agrees to pay or reimburse Grant Recipient only for reasonable costs actually incurred by Grant Recipient that do not exceed the funds budgeted for the Project on **Exhibit B**.

j. Period for Incurring Expenditures. NCLWF will reimburse Grant Recipient for allowable Project expenditures that are incurred by Grant Recipient or its vendors only during the period between the Award Date and the Expiration Date of the Grant Contract. NCLWF will not reimburse Grant Recipient for Project expenditures that are not incurred during this period.

k. Costs of Project Administration. NCLWF agrees to reimburse Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. Grant Recipient's requests for such payment shall be made under the Project Administration line item of **Exhibit B** and shall conform to the following:

- i. Costs allowable under the Project Administration line item shall be only reasonable costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the grant contract final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following:

- a) Compensation to Grant Recipient's employees, plus Grant Recipient's cost of paying benefits on such compensation (i.e., employees' pay times an audited or auditable benefits multiplier);
 - b) Compensation to Grant Recipient's independent contractors (e.g., temporary office support), payable at Grant Recipient's actual cost, without application of a benefits multiplier; and/or
 - c) Cost of professional services contracted by Grant Recipient (e.g., engineering firm or consultant), payable at Grant Recipient's actual cost.
- ii. Costs of any other work described in the Project Scope of Work in **Exhibit A** are not allowable under the Project Administration line item.

9. Grant Withdrawal for Failure to Enter into a Construction Contract. Pursuant to N.C.G.S. §143B-135.238(f), if the Project includes construction, this Grant award shall be withdrawn if Grant Recipient fails to enter into a construction contract for the Project within one year after the Award Date, unless NCLWF's Board of Trustees finds that Grant Recipient has good cause for the failure. If the Trustees find good cause for Grant Recipient's failure, the Trustees must set a date by which Grant Recipient must take action or forfeit the Grant.

10. Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost.

a. Refunds. Grant Recipient shall repay to NCLWF any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Grant Contract.

b. Reversion of Unexpended Funds. Any unexpended Grant monies shall revert to NCLWF upon termination of the Grant Contract.

c. Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost. NCLWF may reduce the Grant amount if Grant Recipient expects actual construction costs to be less than budgeted construction costs, as follows:

- i. Grant Recipient shall provide to NCLWF construction contract pricing information consisting of at least a statement of the scope of the construction work, agreed-upon constructor or vendor pricing for the construction work, and a total anticipated construction cost based on the pricing.
- ii. Grant Recipient shall deliver the construction contract pricing information to NCLWF's Contract Administrator within thirty (30) days of executing a construction contract for the Project.
- iii. NCLWF may, at its discretion after comparing the total anticipated construction cost with the Grant Contract project budget, choose to reduce the Grant. If NCLWF chooses to reduce the Grant, NCLWF's Contract Administrator will prepare an amendment to the Grant Contract for this purpose, and NCLWF will approve requests for reimbursement of Grant Recipient's construction costs only after the amendment has been signed by both Grant Recipient and NCLWF.

11. Reporting Requirements. Beginning three (3) months after the Effective Date, Grant Recipient must submit to NCLWF a quarterly report on the status of the Project, via the appropriate form provided on NCLWF's online grant management system. In addition, N.C.G.S. Chapter §143C, Article 6, Part 3 and Title 09, Subchapter 3M of the North Carolina Administrative Code (N.C.A.C.) require each Grant Recipient of State funds to comply with certain reporting requirements, as applicable. Grant Recipient must also provide the required documentation as set forth on **Exhibit C**. Grant Recipient shall submit to NCLWF's Contract Administrator a Grant Contract final report via the

appropriate form available on NCLWF's website and on the NCLWF grant management system (GMS). If the Grant Contract final report is not acceptable to NCLWF, NCLWF shall return it to Grant Recipient for revision. Final payment will not be made until the Grant Contract final report is acceptable to NCLWF.

12. Notice; Contract Administrators. All notices, requests or other communications permitted or required to be made under this Grant Contract shall be given to the respective Contract Administrator. Notice shall be in writing, signed by the Party giving such notice. Notice shall be deemed given on the third business day after the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested, unless another form is otherwise noted herein.

13. Signature Warranty. Each individual signing below warrants that he or she is duly authorized to sign this Contract for the respective party, and to bind said party to the terms and conditions of this Grant Contract.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, Grant Recipient and NCLWF have executed this Grant Contract in one (1) original as of the Effective Date. One original shall be retained by NCLWF and a copy of the original will be sent to Grant Recipient. If there is any controversy among the documents, the document on file in NCLWF's office shall control.

GRANT RECIPIENT:

By: _____

Name: Mark Stephens

Title: City Manager

[SEAL]

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Scott Davis,
City Attorney

NCLWF:

NORTH CAROLINA LAND AND WATER FUND

By: _____

Name: E. Greer Cawood

Title: Chairman, Board of Trustees

By: _____

Name: Walter Clark

Title: Executive Director

EXHIBIT A
NCLWF Project No. 2020-1007

Stream of the Project site: Trent River

Water bodies downstream: Neuse River Estuary

River basin: Neuse

County: Craven

Amount requested from NCLWF: \$

NCLWF approved grant amount: up to \$100,000

Total matching contributions: \$1,825,551

Total project budget: \$1,925,551

Percent match: 95%

Grant award date: September 16, 2020

Related NCLWF-funded projects: NCLWF funded a stormwater project 2007-711 to which this project would discharge water.

Project Site: The project site is a 58.83-acre portion of New Bern's Duffyfield Community that drains to the Biddle Street Pond and Pump Station. The area is bounded to the north by the North Carolina Railroad, to the south by Main Street, and extends from West Street/Bern Street to the West and Mechanic Street to the East.

Site Conditions and Water Quality Objectives: Untreated stormwater with high nutrient and sediment content presently flows to the Neuse River and its tributaries. Further, much of this water can pool and cause flooding and unhealthy conditions in portions of New Bern. The water quality objectives are to improve the treatment level of stormwater leaving the project area and to improve the quality by removal of nitrogen, phosphorus and sediment via plantings in newly constructed wetlands.

Project Summary: This Project will complement ongoing redevelopment activities in the project area and add stormwater treatment and flood abatement to the redevelopment results.

Scope of Work:

The Grant Recipient shall conduct and complete the activities given below:

No.	Activity
1	Plan for a three phased comprehensive project to address water quality and flooding issues in the project area
2	Design and implement a monitoring plan capable of determining the effectiveness of the linear wetland phase of the project
3	Complete engineering designs for a linear constructed wetland phase of the project and obtain all applicable permits
4	Acquire two undeveloped parcels located along F Street to complete the linear stormwater system
5	Construct the linear stormwater storage wetlands per engineering design and plans
6	Monitor the project area per the monitoring plan
7	Analyze monitoring data to determine project effectiveness and note opportunities for future use of such methods

8	Disseminate findings and results of the monitoring and analysis by posting project information on websites, databases, and list serves and submitting of an article of publishable quality to a professional trade journal
9	Develop and implement an operation and maintenance plan for the project
10	Oversee construction activities, manage the project in total and report the Fund.

Special Grant Contract Conditions:

1. The Grant Recipient shall provide or otherwise ensure that the matching funds identified in **Exhibit B** are provided to the project.
2. The Grant Recipient shall provide to the NCLWF a copy of each of the following reports or other documents resulting from this project, as given under Scope of Work in **Exhibit A**: engineering drawings, specifications, and associated plans; project final report with documentation of the project work, data, evaluation of findings, and conclusions based on findings; materials developed for outreach on stormwater education; and materials for disseminating project results, such as reports, websites, professional papers, forums, and workshops. The Trust Fund shall approve the request for final payment only after receiving a copy of each of the reports or other documents resulting from this project, as given under Scope of Work in **Exhibit A**.
3. Grant Recipient shall secure applicable Federal and State permits before the start of construction and submit copies of the permits to NCLWF. NCLWF shall approve requests for payment of Grant Recipient's construction costs only after receiving copies of applicable Federal and State permits.
4. The following General Terms and Conditions in **Exhibit E** do not apply to this Grant Contract:
 - a. **Paragraph A.17**, Conservation Easement or Other Land Use Restriction
5. Other conditions special to this grant. *None*

Project Schedule:

1. **Construction Contract Date: September 16, 2021.** Grant Recipient shall enter into a construction contract by this date for the work identified as construction in **Exhibit A** by this date. Failure to enter into a construction contract by this date will result in withdrawal of the Grant, unless NCLWF's Board of Trustees has found Grant Recipient had good cause for such failure and the Board of Trustees has set a date by which Grant Recipient must take action.
2. **Contract Expiration Date: November 30, 2023.** Grant Recipient shall complete the Project Scope of Work and submit the Grant Contract Final Report (Grant Contract **Section 11** and as otherwise specified in **Exhibit A**) by this date. NCLWF will not reimburse Grant Recipient for Project costs incurred after this date.
3. **Reimbursement Date: December 14, 2023.** NCLWF must receive the Final Request for Payment for the Project by this date. NCLWF will not accept or process for payment any request for payment received after this date. NCLWF will not reimburse Grant Recipient for costs incurred after the Contract Expiration Date.

EXHIBIT B
NCLWF Project No. 2020-1007

Project Budget

Item	NCLWF Grant Funds⁽¹⁾	Matching Funds⁽²⁾	Total Item Budget
1. Design and permitting	\$0	\$163,300	\$163,300
2. Easement preparation and recordation	\$0	\$0	\$0
3. Construction	\$100,000	\$1,400,971	\$1,500,971
4. Construction administration/observation	\$0	\$163,300	\$163,300
5. Construction Contingency ⁽³⁾	\$0	\$0	\$0
6. Monitoring, data collection, data evaluation and analysis	\$0	\$7,000	\$7,000
7. Information dissemination: Presentation/publication of results; training/education/workshops	\$0	\$0	\$0
8. Value of easements to be donated	\$0	\$0	\$0
9. Project administration	\$0	\$90,980	\$90,980
Total Project Budget	\$100,000	\$1,825,551	\$1,925,551
% of Total Project Budget	5%	95%	100%

Notes:

(1) To obtain payment, the Grant Recipient must submit itemized documentation substantiating direct costs incurred in the implementing the project.

(2) Matching funds are contributed by:

CDBG Entitlement	\$448,102
FEMA FMA	\$0
NCDEQ Div Water Infrastructure	\$855,000
City of New Bern	\$522,449

(3) Construction contingency funds allow the project to cover unanticipated construction costs, often resulting from unexpected conditions encountered during construction. Construction contingency funds shall not be used for work that is not construction (e.g., design or construction administration) nor for construction that is not part of the project scope of work (e.g., add-on work). Construction contingency funds may be disbursed only after Grant Recipient has demonstrated to NCLWF that it has expended 100 percent of funds in Construction line items, 100 percent of match provided from the Grant Recipient funds, and at least 90 percent of all other matching funds, including matching grant and/or loan funds.

EXHIBIT C
NCLWF Project No. 2020-1007

Pre-Fund Disbursement Checklist

Documents to Be Submitted to NCLWF Before any Funds will be Disbursed under the Grant

REQUIREMENT		DESCRIPTION/WHAT TO SUBMIT
Submit before first request for payment		
1	Authorization to Obligate	Does not apply to this contract
2a	Articles of Incorporation and Bylaws	Does not apply to this contract
2b	Conflict of Interest Policy	Does not apply to this contract
2c	Tax-exempt Status	Does not apply to this contract
3	Matching Funds	Proof of availability of matching funds included in the project budget. (*See note below.)
4	Easements and/or Declarations of Covenants	Does not apply to this contract
5	Documents in Exhibit A	Documents as identified in Exhibit A “Special Contract Conditions” (if any) as required prior to the release of NCLWF funds.
Submit before first request for construction payment		
6	Easements and/or Declarations of Covenants	Copies recorded easements and/or declarations of covenants for the properties in Schedule of Properties for Legal Protection of Riparian Buffers in Exhibit A . Each easement and each declaration of covenants is subject to review and acceptance by NCLWF.
7	Construction Permits	Provide a copy of each applicable Federal or State permit issued for construction, or written documentation from the appropriate State agency that construction of the Project does not require a Federal or State permit.
8	Construction Contract Pricing Information	Within 30 days of executing a construction contract for the Project, submit construction contract pricing information consisting minimally of a statement of the scope of the construction work, agreed-upon constructor or vendor pricing for the construction work, and a total anticipated construction cost based on the pricing. (Refer to Section 10 of the Grant Contract.)
9	Documents in Exhibit A	Documents as identified in Exhibit A “Special Contract Conditions” (if any) as required prior to the release of NCLWF funds.
Submit before or accompanying request for final payment		
10	Grant Contract Final Report	Report as identified in Exhibit A “Special Grant Contract Conditions” and in Section 11 of the Grant Contract.
11	Easements and/or Declarations of Covenants	Does not apply to this contract
12	Documents in Exhibit A	Documents as identified in Exhibit A “Special Contract Conditions” (if any) as required prior to the release of NCLWF funds.

* Examples of proof of authorization to obligate include:

- Resolution of the governing board to obligate.
- Certified copy of board meeting minutes documenting giving of authority to obligate.

** Examples of proof of availability of matching funds include:

- Grants from other sources:
 - Copy of grant agreement.
 - Copy of grant award letter.
- Local agency matching funds:
 - Resolution of the governing board.
 - Budget showing allocation of matching funds to the Project, accompanied by a certified copy of board meeting minutes approving the budget or by a certified copy of board meeting minutes authorizing use of local matching funds for the Project.
 - Certified copy of board meeting minutes attesting to the use and amount of local funds for match.
 - Letters from other sources of matching funds attesting to contribution of the funds.
- Value of conservation easements to be donated:
 - Current properties' fair market tax valuations assessed by the county tax assessor's office, prorated to apply only to the areas of the permanent conservation easements to be recorded for this project, or
 - Appraisals, prepared and signed by a North Carolina-licensed appraiser, of the diminution of properties' fair market values as a result of being encumbered by permanent conservation easements required for this project.

EXHIBIT C.1

ASSURANCES FOR NON-FEDERALLY FUNDED CONTRACTS

Does not apply to this grant contract.

The Grant Recipient certifies that with regard to:

1. **DEBARMENT AND SUSPENSION** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this Grant Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this Grant Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. **LOBBYING** - To the best of his or her knowledge and belief, that:
 - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local

government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **DRUG-FREE WORK PLACE REQUIREMENTS** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grant Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grant Recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Trust Fund within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

4. **EQUAL EMPLOYMENT** – The Grant Recipient will comply with the provisions of the Equal Employment Practices Act set out in N.C.G.S. Chapter 143, Article 49A.

5. **LABOR STANDARDS** – The Grant Recipient will comply, as applicable, with the provisions of

the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of N.C.G.S. Chapter 95 regarding labor standards.

6. **COMPLIANCE WITH APPLICABLE LAW** – The Grant Recipient will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

As the duly authorized representative of the Grant Recipient, I hereby certify that the Grant Recipient will comply with the above certifications (Items 1 through 6):

1. Grant Recipient Name & Address:

City of New Bern

PO Box 1129

New Bern, NC 28563

2. Typed Name & Title of Authorized Representative:

Mark Stephens

City Manager

3. Signature of Authorized Representative:
-

4. Date:
-

EXHIBIT D

ADDITIONAL DEFINITIONS

The definitions set forth in N.C.G.S. Chapter 143C shall apply to this Grant Contract except as otherwise provided herein below. The definitions provided by 09 N.C.A.C. 03M shall apply to this Grant Contract to the extent they are not in conflict with N.C.G.S. Chapter 143C or this Grant Contract. In the event of conflict, N.C.G.S. Chapter 143C shall control over 09 N.C.A.C. 03M, and this Grant Contract shall control over N.C.G.S. Chapter 143C.

1. "Grant Contract" means a legal instrument that is used to reflect a relationship between the Grantor and Grant Recipient and is used interchangeably herein with the term "Contract".
2. "Construction contract" means a legally binding agreement between Grant Recipient and another party for implementing construction work described in the project scope of work given in **Exhibit A**.
3. "Enter into a construction contract" means signature of a construction contract by both Grant Recipient and another party for the construction work described in the project scope of work given in **Exhibit A**.
4. "Grant" and "grant funds" as defined in N.C.G.S. §143C-6-23 means State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers' and State Employees, or other similar medical programs. For purposes of this Grant Contract, both "grant" and "grant funds" shall be referred as the Grant which is provided to Grant Recipient to carry out the objectives of the Grant Contract.
5. "Grantee" as defined in the N.C.G.S. § 143C-6-23 means a non-State entity that receives State funds as a grant from a State agency but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Grant Contract however, a "grantee" as defined in N.C.G.S. §143C-6-23 shall be referred to as Grant Recipient and the term "grantee" shall mean and refer to an entity that is the recipient of an interest in real property.
6. "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective. For purposes of this Grant Contract, the Grantor is the NC Land and Water Fund.
7. "Stream enhancement" means the process of implementing certain stream rehabilitation practices in order to improve water quality and/or ecological function. These practices typically are conducted on the stream bank or in the flood prone area. An enhancement procedure may include fencing cattle out of a stream and re-establishing vegetation in order to provide streambank stability. These types of practices should be conducted only on a stream reach that is not experiencing severe aggradation or erosion. Enhancement also may include placing in-stream habitat structures, provided that the in-stream structures do not affect the overall dimension, pattern, or profile of a stream that is in dynamic equilibrium.
8. "Stream restoration" means the process of converting an unstable, altered, or degraded stream corridor including adjacent riparian zone and flood prone areas, to its natural or referenced, stable conditions considering recent and future watershed conditions. This process also includes restoring the geomorphic dimension, pattern, and profile and biological and chemical integrity, including transport of water and sediment produced by the stream's watershed in order to achieve dynamic equilibrium.
9. "Stream stabilization" means the in-place stabilization of a severely eroding streambank. Stabilization techniques that include "soft" methods or natural materials (such as root wads, rock vanes, and vegetated crib walls) may be considered as part of a restoration design. However, stream stabilization techniques that rely heavily on "hard" engineering, such as concrete-lined channels, rip rap, or gabions to stabilize streambanks will not be considered to be stream restoration or stream enhancement.

10. "State agency" shall mean a unit of the executive, legislative, or judicial branch of State government, such as a department, institution, division, commission, board, council, or The University of North Carolina. The term does not include a unit of local government or a public authority. For purposes of this Grant Contract, both the North Carolina Department of Natural and Cultural Resources and the NC Land Water Fund are State agencies.
11. For purposes of this Grant Contract, a "Subgrantee," as defined in N.C.G.S. §143C-6-23, and "Subrecipient," as defined in 09 NCAC 03M .0102 and applicable to 09 N.C.A.C. 03M, shall be referred to as a "Sub-grant Recipient."

EXHIBIT E
GENERAL TERMS AND CONDITIONS

A. Affirmative Covenants

1. **Title.** If the property right to be acquired is fee title, Grant Recipient shall acquire good and marketable title to the Property free and clear of any liens, other charges or encumbrances that would materially affect the use of the Property as intended under this Grant Contract.
2. **No Mitigation.** Grant Recipient shall not use the Property or any portion thereof to satisfy compensatory mitigation requirements under 33 USC § 1344 or N.C.G.S. §143-214.11.
3. **Right of Entry and Inspections.** Grant Recipient shall permit NCLWF's representatives to enter the Property for inspection of the Property and to enter any other premises of Grant Recipient associated with the activities of Grant Recipient pursuant to the Grant, including to review books and records in any way related to the Grant or the Property.
4. **Retention, Operation, Maintenance and Use.**
 - (a) Grant Recipient agrees to complete the Project as approved by NCLWF. The descriptions, purpose, schedules, scope of work and budgets set out in **Exhibits A and B**, and accompanying or related plans, specifications, estimates, procedures and maps submitted to NCLWF by Grant Recipient are the foundation of this Grant Contract. Only changes deemed non-material in type by the Executive Director may be made without the consent of NCLWF's Board of Trustees.
 - (b) For a period of ten (10) years after Project completion, Grant Recipient agrees to maintain and manage, at maximum functional utility, the end product of the Project. Grant Recipient shall inspect the Project on a routine basis and make routine repairs to restore the infrastructure to its full function within two (2) weeks of the need for repairs. The Grant Recipient shall make additional inspections following major storm events and shall make all necessary repairs to return the infrastructure to its full function within the sooner of four (4) months after the major storm event or as soon as is commercially practicable after the major storm event.
 - (c) Property acquired, developed or improved with grant assistance from NCLWF shall be retained and used for the purposes identified in **Exhibit A**, and Grant Recipient hereby agrees to file or record such restrictions as may be required to assure such continued use and such restrictions shall be in form and substance satisfactory to NCLWF.
 - (d) If at some future date, NCLWF and Grant Recipient agree in writing that the Project should no longer continue on as property(ies) of the Project Site, then Grant Recipient will abandon the Project and allow such property to return to its natural state.
5. **Signage.** If funds are available in the Grant Contract at the end of the Project, Grant Recipient agrees to post signs, acknowledging NCLWF as the source of monies for conservation of the Property, on publicly visible areas of those Properties that have public access and/or where private property owners are amenable to signage.
6. **Publicity.** To the extent possible, Grant Recipient will use its best efforts to appropriately publicize the Project's benefits to the general public, local government and state representatives, including the role of NCLWF in the funding and development of the project.
7. **Conflicts of Interest.** Grant Recipient shall at all times comply with Grant Recipient's conflict of interest policy.

8. Compliance with Reporting Requirements. Grant Recipient shall comply with the reporting requirements contained in **Section 11** of the Grant Contract, and in N.C.G.S. Chapter 143C, Article 6, Part 3, and 09 N.C.A.C. Subchapter 03M-Uniform Administration of State Grants, including audit oversight by the Office of the State Auditor, the provision of access to the accounting records by both the funding entity and the Office of the State Auditor in accordance with N.C.G.S. §147-64.7, and availability of audit work papers in the possession of any auditor of any recipient of State funding. If a grant recipient has not met these reporting requirements and fails to submit revised reports in accordance with a grantor agency determination letter, the grantor agency shall suspend further payments to the grant recipient and report the grant recipient to the Office of the State Auditor and the Office of the State Controller.
9. Books and Records. Grant Recipient agrees to maintain and make available for inspection by NCLWF, at all reasonable times, all documents, books, and records of all expenditures for costs applicable to this Grant Contract, and to submit properly certified billings for such costs on forms prescribed by NCLWF and supported by detailed data sheets which will facilitate the audit of Grant Recipient's records. Further, Grant Recipient shall maintain all Grant records for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.
10. Additional Requirements. Grant Recipient shall comply with all legal requirements applicable to the use of the Grant funds.
11. Permits and Approvals. All required regulatory approvals to use the Property and the Conservation Easement area in accordance with Exhibit A have or will be obtained.
12. Compliance with Laws. Grant Recipient agrees to perform and maintain the Project in compliance with all federal, state and local laws and regulations, including, without limitation, environmental, zoning and other land use laws and regulations. Grant Recipient agrees to take reasonable steps to advise Project participants that they shall comply in the same manner.
13. Insurance. Grant Recipient agrees to keep structures or improvements of any sort constituting the Project fully insured at all times during construction and to keep fully insured all building materials at any time located on the Project. Grant Recipient will ensure that all contractors furnish adequate payment and performance bonds.
14. No Pollution Credits. If the Project enables Grant Recipient to qualify for pollution credits by reducing the discharge of phosphorus, nitrogen, or any other nutrient or pollutant below, or further below, applicable regulatory limits or otherwise ("Pollution Credits"), Grant Recipient shall not sell, trade or give to another person or entity that percentage of any resulting Pollution Credits achieved by the Project corresponding to the percentage of the Project costs provided by NCLWF.
15. Material Modifications. Any proposed material modification of the Project shall be subject to approval by NCLWF.
16. Data Requests. If NCLWF so requests, Grant Recipient shall provide data to the North Carolina Rural Economic Development Center's Water Resources Inventory and Data Management Project and/or to the North Carolina Geographic Information Coordinating Council's NC One Map Project.
17. Conservation Easement or Other Land Use Restrictions. Grant Recipient shall obtain Conservation Easements or other land use restrictions for this Project satisfactory to NCLWF in its sole discretion.
18. Boundary Marking of Riparian Buffer Easement Areas. Grant Recipient shall mark the outside limits of riparian buffer conservation easement areas in a manner that is clearly visible and identifiable as the limit of the easement area.

B. Representations and Warranties

In order to induce NCLWF to enter into this Grant Contract and to make the Grant as herein provided, Grant Recipient after reasonable inquiry makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of NCLWF, and the completion of the Project by Grant Recipient:

1. No Actions. There are no actions, suits, or proceedings pending, or to the knowledge of Grant Recipient threatened against or affecting Grant Recipient before any court, arbitrator, or governmental or administrative body or agency which might affect Grant Recipient's ability to observe and perform its obligations under this Grant Contract.
2. No Untrue Statements. Neither this Grant Contract nor any information, certificate, statement, or other document furnished by Grant Recipient in connection with the Grant, contains any untrue statement of a material fact or omits disclosure of a material fact which affects a property(ies) of the Project Site, the Conservation Easement or the ability of Grant Recipient to perform this Grant Contract.
3. Validity of Grant. Upon execution and delivery of this Grant Contract, it will be a valid and binding agreement, enforceable in accordance with the terms thereof.
4. Zoning. The present and proposed use of the Property, including, without limitation, the purpose of the Conservation Easement, is in compliance with all applicable zoning ordinances, and all applicable municipal and other governmental and regulatory approvals have been or will be obtained for the use and for operation of the Property according to this Grant Contract.
5. Tax Exempt Status. As applicable, Grant Recipient shall maintain tax-exempt status under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (or any successor section) and the regulations promulgated there under (the "Code") and shall notify NCLWF within thirty (30) days upon any change in its status under the Code.

C. Termination; Events of Default

1. Termination by Mutual Consent. The Parties may terminate this Grant Contract by mutual written consent with sixty (60) days prior notice, or as otherwise provided by law.
2. Termination for Cause. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by Grant Recipient of its obligations to NCLWF, and shall entitle NCLWF to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity:
 - (a) Property Unsuitable. A determination by NCLWF, prior to the disbursement of the Grant funds, that a property(ies) of the Project Site is unsuitable for the purposes of the Grant Contract.
 - (b) Unsuitable Use. A property(ies) of the Project Site is used in a manner materially inconsistent with the purposes of this Grant Contract or the Project.
 - (c) Default in Performance. The default by Grant Recipient in the observance or performance of any of the terms, conditions or covenants of this Grant Contract; provided, however, that no such default shall occur until Grant Recipient has been given written notice of the default and 30 days to cure have elapsed.

- (d) Misrepresentation. If any representation or warranty made by Grant Recipient in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- (e) Eligibility of Grant Recipient. If Grant Recipient ceases to be qualified to receive Grant funds, is dissolved, or otherwise ceases to exist,
- (f) Failure to Monitor Conservation Easement. If Grant Recipient fails to notify NCLWF of any potential violation of the Conservation Easement reasonably known to Grant Recipient within a reasonable period of time so as to avert or cure any potential violation.
- (g) Abandonment of the Project. If Grant Recipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

D. NCLWF's Rights and Remedies

If an Event of Default shall occur, NCLWF shall have the following rights and remedies, all of which are exercisable at NCLWF's sole discretion, and are cumulative, concurrent and independent rights:

1. Project Termination. If an Event of Default occurs, NCLWF may, at its discretion suspend and/or terminate all obligations of NCLWF hereunder. If, in the judgment of NCLWF, such failure was due to no fault of Grant Recipient, amounts required to resolve, at the minimum cost practical, any irrevocable obligations properly incurred by Grant Recipient shall, in the discretion of NCLWF, be eligible for assistance under this Grant Contract.
2. Additional Remedies. If an Event of Default occurs, NCLWF shall have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Project by any acts which may be unlawful or in violation of this Grant Contract or any other item or document required hereunder, (b) to obtain title to or otherwise preserve or protect its interest in the Project and any property acquired with Grant funds, (c) to compel specific performance of any of Grant Recipient's obligations under this Grant Contract, (d) to obtain return of all Grant Funds, including equipment if applicable and/or (e) to seek damages from any appropriate person or entity. NCLWF, or its designee, may also, at NCLWF's sole discretion, continue to complete the Project, or any portion thereof deemed appropriate by NCLWF, and Grant Recipient shall cooperate in the completion of the Project. NCLWF shall be under no obligation to complete the Project.
3. Non-waiver. No delay, forbearance, waiver, or omission of NCLWF to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to NCLWF may be exercised at any time and as often as may be deemed expedient by NCLWF.

E. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified or amended only by written agreement executed by all Parties hereto.
2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of NCLWF, the State and Grant Recipient, and their respective successors and assigns, subject always to the provisions of paragraph E.8 of this **Exhibit E**. Except for the State, there shall be no third party beneficiaries to this Grant Contract.
3. Further Assurance. In connection with and after the payment of Grant funds under this Grant Contract, upon the reasonable request of NCLWF, Grant Recipient shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by NCLWF.

or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract and the purposes of the Conservation Easement.

4. Compliance by Others. Grant Recipient shall be responsible for compliance with the terms of this Grant Contract by any sub-grant recipient, including but not limited to, a political subdivision, public agency, or qualified non-profit organization to which funds or obligations are transferred, delegated or assigned pursuant to this Grant Contract. Delegation by Grant Recipient to a sub-grant recipient of any duty or obligation hereunder does not relieve Grant Recipient of any duty or obligation created hereunder. Failure by such sub-grant recipient to comply with the terms of this Grant Contract shall be deemed failure by Grant Recipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by Grant Recipient and sub-grant recipient, shall be in accordance with paragraph E.8 of this **Exhibit E**, and shall contain an affirmative covenant by the sub-grant recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the North Carolina Administrative Code.

5. Independent Status of the Parties. The Parties are independent entities and this Grant Contract shall not create a partnership or joint venture between the Parties. Further, the Grant Contract shall not in any way be interpreted or construed as making Grant Recipient, its agents or employees, to be agents or representatives of NCLWF. Grant Recipient is and shall be an independent contractor in the performance of this Grant Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its agents and employees. In no event shall NCLWF be liable for debts or claims accruing or arising against Grant Recipient. Grant Recipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Grant Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, NCLWF.

6. Indemnity. Grant Recipient agrees, to the fullest extent permitted by law, to release, protect, indemnify and hold harmless the State, NCLWF, its Trustees, employees, agents and assigns against any and all claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Grant Recipient, its employees, agents, or assigns in use or management of the Property; (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property; or (c) the performance of Grant Recipient's duties under this Grant Contract. The obligations under this Section are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.

7. No Discrimination. Grant Recipient shall assure that no person will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this Grant Contract solely on the grounds of race, color, age, religion, sex or national origin.

8. Binding Effect, Contract Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the Parties; provided, however, that Grant Recipient may not assign this Grant Contract or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of NCLWF, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void. In the event assignment is allowed, neither Grant Recipient nor the sub-grant recipient shall be relieved of any of the duties and responsibilities of the Grant Contract. Further, the sub-grant recipient shall agree to abide by the all the requirements of this Grant Contract, and to provide all information needed in order for Grant Recipient to comply with this Grant Contract.

9. Governing Law, Construction and Jurisdiction. This Grant Contract and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Grant Contract shall be construed according to their plain meaning, and not strictly construed for or

against either party hereto. Grant Recipient hereby submits to the jurisdiction of the State and Federal courts located in North Carolina and agree that NCLWF may, at its option, enforce its rights under the Grant Contract in such courts. The Parties intend this document to be an instrument executed under seal. NCLWF and any party that is an individual, partnership or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of NCLWF or partnership or limited liability company as his/her/its legal seal.

10. Savings Clause. Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

11. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.

12. Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Grant Contract by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Grant Contract or any Closing, the provisions shall survive any termination or Closing. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that the provisions of **Exhibit E** and the conditions shown on **Exhibit A** shall survive any termination of this Grant Contract as well as any Closing.

13. Entire Grant Contract; Incorporation of Exhibits. This Grant Contract constitutes the entire Grant Contract between the Parties with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

14. Headings. The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Grant Contract.

15. Time of the Essence. Time is of the essence in the performance of this Grant.

EXHIBIT F

Does not apply to this contract

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund Budget

Date of Meeting: 1/12/2021	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends Drainage Improvements Project Fund to acknowledge the NCLWF grant fund in the amount of up to \$100,000.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Budget Ordinance Amendment

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

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

Additional Notes:

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

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

FROM: Mary Hogan, Director of Finance

DATE: December 30, 2020

RE: Amend the Drainage Improvements Project Fund

The City of New Bern has been approved for a grant amount of up to \$100,000 from the North Carolina Land and Water Fund (NCLWF), also known as the Clean Water Management Trust Fund, a division of the Department of Natural and Cultural Resources. The NCLWF Innovative Stormwater Project grant will assist with the City of New Bern's Duffeyfield Stormwater Enhancement Project, which will overall complement ongoing redevelopment activities and add stormwater treatment and flood abatement to the redevelopment results.

The total project budget is estimated at \$1,925,551; funding consists of \$100,000 from the NCLWF and matching funds are contributed by the CDBG Entitlement program in the amount of \$448,102, NCDDEQ Division of Water Infrastructure in the amount of \$855,000, and \$522,449 through the City of New Bern.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on January 12, 2021.

**AN ORDINANCE TO AMEND THE CAPTIAL PROJECT ORDINANCE
Drainage Improvements Project Fund**

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

Section 1. That Section 3 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional appropriations.

Increase: Drainage Improvements \$100,000

Section 2. That Section 4 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize grant revenue from the North Carolina Land and Water Fund.

Increase: Grant Revenues \$100,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED, this the 12th day of January 12, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a grant agreement with the National Fish and Wildlife Foundation (NFWF).

Date of Meeting: 01/12/2021	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Amanda Ohlensehlen, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City has been awarded a \$150,000 grant through the National Fish and Wildlife Foundation (NFWF) 2020 National Coastal Resilience Fund. The grant will allow the City to plan for future implementation of nature-based solutions to meet the City's restoration and community resilience goals.
Actions Needed by Board:	Adopt a Resolution.
Backup Attached:	Memo, Resolution, Grant Agreement

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

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

Additional Notes:

Aldermen

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



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Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Brenda E. Blanco
City Clerk

Mary M. Hogan
Director of Finance

MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen
Community & Economic Development Manger

DATE: December 30, 2020

SUBJECT: Consider Adopting a Resolution Approving a Grant Agreement with the National Fish and Wildlife Foundation (NFWF).

Background

The Board of Directors for the National Fish and Wildlife Foundation (NFWF) approved a \$150,000 grant for "Creating a Resiliency and Hazard Mitigation Plan for the City of New Bern." Staff, in partnership with Moffitt & Nichol and NEMAC + Fernleaf, consultants selected to develop the City's Resiliency & Hazard Mitigation Plan, developed an application to the NFWF National Coastal Resilience Fund. The grant funding will progress the City's strategy to integrate mitigation and nature-based resiliency measures critical to the protection of the City's environment and community.

The NFWF award will allow the City of New Bern to be proactive in the planning for future implementation of nature-based solutions that will enable the City to withstand future storm events associated with climate change. The project will be the next phase of the City's Resiliency and Hazard Mitigation Plan (Phase II - Identifying Priority Restoration Sites for Resilience in New Bern). This phase will identify areas where natural resource restoration efforts will have the greatest impact for human community resilience as well as benefit fish and wildlife. These sites will have been identified by the City and stakeholders as priority areas and vulnerable to flooding, erosion and/or over wash. This award is provided on the condition that these funds will be matched by \$150,000.00 in non-federal matching contributions raised by City of New Bern. Staff is seeking additional grant opportunities to cover the match and it is possible that previous awards will apply toward the match requirement.

The Grant Agreement is attached for review. Please contact Amanda Ohlensehlen at 252-639-7580 if you have questions or need additional information.

RESOLUTION

WHEREAS, the City has been awarded a grant through the National Fish and Wildlife Foundation ("NFWF") 2020 National Coastal Resilience Fund that will support planning for future implementation of nature-based solutions that will enable the City to withstand future storm events associated with climate change and identify areas where natural resource restoration efforts will have the greatest impact for human community resilience as well as benefit fish and wildlife in the City; and

WHEREAS, the grant award is \$150,000.00, and the required match is \$150,000; and

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

1. The City Manager is authorized to execute a grant agreement, in duplicate originals, with the NFWF 2020 National Coastal Resilience Fund in the amount of \$150,000, a copy of which is attached hereto and incorporated herein by reference, to support planning for future implementation of nature-based solutions to meet the City's restoration and community resilience goals; and

2. The City of New Bern will be responsible for the local grant match contribution of \$150,000.

ADOPTED THIS 12th DAY OF JANUARY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 69026	2. NFWF GRANT ID: 0318.20.069026
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 016202389	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of New Bern	
7. NFWF SUBRECIPIENT CONTACT Amanda Ohlensehlen 300 Pollock St. New Bern, NC 28560 Tel: 19106121152 ohlensehlana@newbernnc.gov		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Arielle Mion National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Arielle.Mion@nfwf.org	
9. PROJECT TITLE Creating a Resiliency and Hazard Mitigation Plan for the City of New Bern (NC)			
10. PROJECT DESCRIPTION Create a replicable city-wide Resiliency and Hazard Mitigation Plan, identify priority restoration sites, develop preliminary and 50% design, and work directly with stakeholders to meet the City's restoration and community resilience goals based on the results of its ongoing community capacity building and planning project. Project will analyze and implement sustainable nature-based solutions that will enable both its man made and natural environments to be more resilient.			
11. PERIOD OF PERFORMANCE October 30, 2020 to December 30, 2022	12. TOTAL AWARD TO SUBRECIPIENT \$150,000	13. TOTAL FED. FUNDS \$150,000	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$150,000	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL						
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
National Oceanic and Atmospheric Administration	FC.R438	5/6/2020	NA20NOS4730027	\$33,835,000	\$150,000	11.473

20. NOTICE OF AWARD			
<p>The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.</p>			
A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (<i>Type or Print</i>)		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
June 1, 2021	Interim Programmatic Report
October 31, 2021	Annual Financial Report
December 1, 2021	Interim Programmatic Report
June 1, 2022	Interim Programmatic Report
October 31, 2022	Annual Financial Report
March 31, 2023	Final Financial Report
March 31, 2023	Final Programmatic Report



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Create a replicable city-wide Resiliency and Hazard Mitigation Plan, identify priority restoration sites, develop preliminary and 50% design, and work directly with stakeholders to meet the City's restoration and community resilience goals based on the results of its ongoing community capacity building and planning project. Project will analyze and implement sustainable nature-based solutions that will enable both its man made and natural environments to be more resilient.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed

property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by

NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known;

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other

entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

To the fullest extent of the law, the NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the North Carolina, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the North Carolina. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.

4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The

expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020).

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated April 30, 2019, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Handling of Environmental Data or Peer Reviewed Publications.

- a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

- d) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) ***Maintaining Integrity.*** The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b) ***Peer Review.*** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE
SPECIFIC**

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AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund.

Date of Meeting: 01/12/2021	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary M. Hogan, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting an amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund to recognize a National Fish and Wildlife Foundation grant in the amount of \$150,000.
Actions Needed by Board:	Adopt ordinance amendment.
Backup Attached:	Memo, Ordinance Amendment

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

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

Additional Notes:



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

FROM: Mary M. Hogan - Director of Finance

DATE: December 30, 2020

RE: Amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund

Background Information

The City of New Bern has received funding to assist with creating a Resiliency and Hazard Mitigation Plan for the entire city, which includes assessment and development of a series of mitigation measures to address areas of vulnerability. The City applied for and received funding as a subrecipient from the National Fish and Wildlife Foundation in the amount of \$150,000 to support the costs associated with analyzing and implementing sustainable nature-based solutions that will enable both its manmade and natural environments to be more resilient. The National Fish and Wildlife Foundation grant also requires a non-federal match of \$150,000, which the City of New Bern will apply local grant funds to fulfill this obligation.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on January 12, 2021.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE
RESILIENCY and HAZARD MITIGATION PLAN GRANT PROJECT FUND**

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

Section 1. That Section 4 of the Resiliency and Hazard Mitigation Plan Grant Project Fund Ordinance adopted on March 10, 2020 is hereby amended to recognize additional appropriation:

Increase: Development Services - SRF \$150,000

Section 2. That Section 3 of the Resiliency and Hazard Mitigation Plan Grant Project Fund Ordinance adopted on March 10, 2020 is hereby amended to recognize grant revenue from the National Fish and Wildlife Foundation.

Increase: Grant Revenues \$150,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 12TH DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution for Street Lighting Request for Lucerne Way.

Date of Meeting: January 12, 2021	Ward # if applicable: 1
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Customer has requested streetlight at the section of Lucerne Way between pole #3315 and pole #9804
Actions Needed by Board:	Approval of Request
Backup Attached:	Memo, Resolution, Street Lighting Request Form, Cost Analysis and location map

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

Cost of Agenda Item: Electric \$689.66, Public Works \$8.44/mo
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes: N/A

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 Hogan
Director of Finance

TO: Mark Stephens, City Manager
FROM: Charles Bauschard, Director of Public Utilities
DATE: December 15, 2020
SUBJECT: Request for Additional Street Lighting from Resident

Background Information:

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

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

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlight near 1724 Lucerne Way.

RESOLUTION

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

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

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

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Departments of Public Utilities and Public Works for additional street lighting infrastructure along Lucerne Way between pole #3315 and pole #9804.

ADOPTED THIS 12TH DAY OF JANUARY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Street Lighting Request Form

REQ # 110

Customer Name: Tammie Brettschneider

Customer Address: 1724 Lucerne Way

Phone Number of Requestor: 410-979-1041

Area of Request:

Section of Lucerne Way between pole #3315 and pole #9804.

(Street address, intersection, general description, etc)

Pole # (if known): 21911

Sent to Police Department Date: 11/20/20

Police Recommendations:

I have driven through this area at about 2330hrs and found it to be a dark spot. There is a standing pole identified as 21911 and would need a light affixed to it. There is not a residence positioned close enough to this area to provide proper lighting to deter crime. This area offers concealment for anyone walking through the neighborhood during hours of darkness.

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

Electric Department Engineer: Dustin Cayton

Evaluations Results/Recommendation:

This section of Lucerne Way meets the City of New Bern's street lighting standard. Based on the City of New Bern's Police Department recommendations, I recommend a 72W LED street light be installed on pole #21911 with a 12' arm.

Estimated Cost to Electric Department: \$689.66

Estimated Cost to Public Works: \$8.44/month

NEW BERN ELECTRIC

DATE:11/24/20

REQ #110

CUSTOMER:Tammie Brettschneider

LOCATION:1724 Lucerne Way

LABOR	QUANTITY	REG. HRS	OT HRS	RATE*	TOTALS
Crew Leader	1	2	0	\$ 52.00	\$ 104.00
2nd Class	1	2	0	\$ 40.74	\$ 81.48
TOTAL					\$ 185.48

EQUIPMENT	QUANTITY	HOURS	RATE*	TOTALS
Bucket Truck/Service Truck 55'	1	2	\$ 74.72	\$ 149.44
TOTAL				\$ 149.44

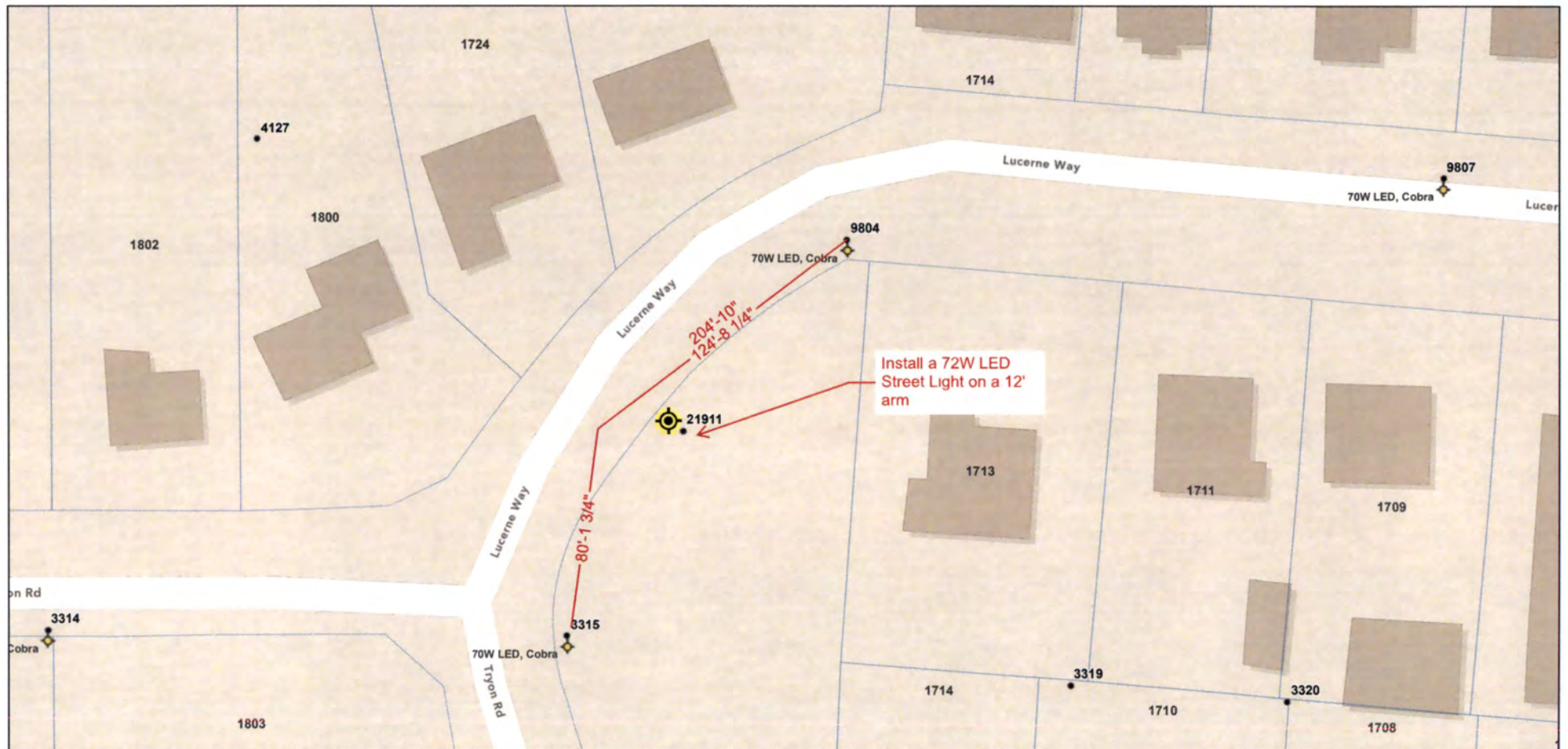
MATERIAL	QUANTITY	PRICE	TOTAL
72W LED Fixture	1	\$166.43	\$166.43
12' Arm	1	\$139.86	\$139.86
#6 ACSR TPX	5	\$0.40	\$2.00
Photocell	1	\$14.20	\$14.20
TOTAL			\$ 322.49

SUB TOTAL	\$ 657.41
10%TAX	\$ 32.25
TOTAL JOB	\$ 689.66

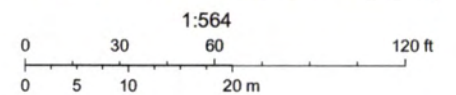
*Labor Rates are based on hourly rates + benefits.

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

Street Light REQ 110



11/20/2020, 3:18.10 PM



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution for Street Lighting Request for Cherry Tree Drive.

Date of Meeting: January 12, 2021	Ward # if applicable: <i>X</i> 4
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Customer has requested streetlight at the section of Cherry Tree Drive between pole #6479 and pole #6481
Actions Needed by Board:	Approval of Request
Backup Attached:	Memo, Resolution, Street Lighting Request Form, Cost Analysis and location map

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

Cost of Agenda Item: Electric \$667.07 Public Works \$8.44/mo
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes: N/A

Aldermen

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



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

TO: Mark Stephens, City Manager
FROM: Charles Bauschard, Director of Public Utilities
DATE: December 15, 2020
SUBJECT: Request for Additional Street Lighting from Resident

Background Information:

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

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

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlight near 1105 Cherry Tree Drive.

RESOLUTION

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

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

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

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Departments of Public Utilities and Public Works for additional street lighting infrastructure along Cherry Tree Drive between pole #6479 and pole #6481.

ADOPTED THIS 12TH DAY OF JANUARY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Street Lighting Request Form

REQ #

Customer Name:

Customer Address:

Phone Number of Requestor:

Area of Request:

Section of Cherry Tree Dr in front of 1105 Cherry Tree Dr between pole #6479 and pole #6481.

(Street address, intersection, general description, etc)

Pole # (if known):

Sent to Police Department Date:

Police Recommendations:

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

Electric Department Engineer:

Evaluations Results/Recommendation:

This area does not meet the City of New Bern's street lighting standard. I recommend installing a 70W LED street light on pole #6480 with an 8' arm.

Estimated Cost to Electric Department:

Estimated Cost to Public Works:

NEW BERN ELECTRIC

DATE:11/20/20

REQ #111

CUSTOMER:Suzanne Hayes

LOCATION: 1105 Cherry Tree Dr

LABOR	QUANTITY	REG. HRS	OT HRS	RATE*	TOTALS
Crew Leader	1	2	0	\$ 52.00	\$ 104.00
2nd Class	1	2	0	\$ 40.74	\$ 81.48
					TOTAL \$ 185.48

EQUIPMENT	QUANTITY	HOURS	RATE*	TOTALS
Bucket Truck/Service Truck 55'	1	2	\$ 74.72	\$ 149.44
				TOTAL \$ 149.44

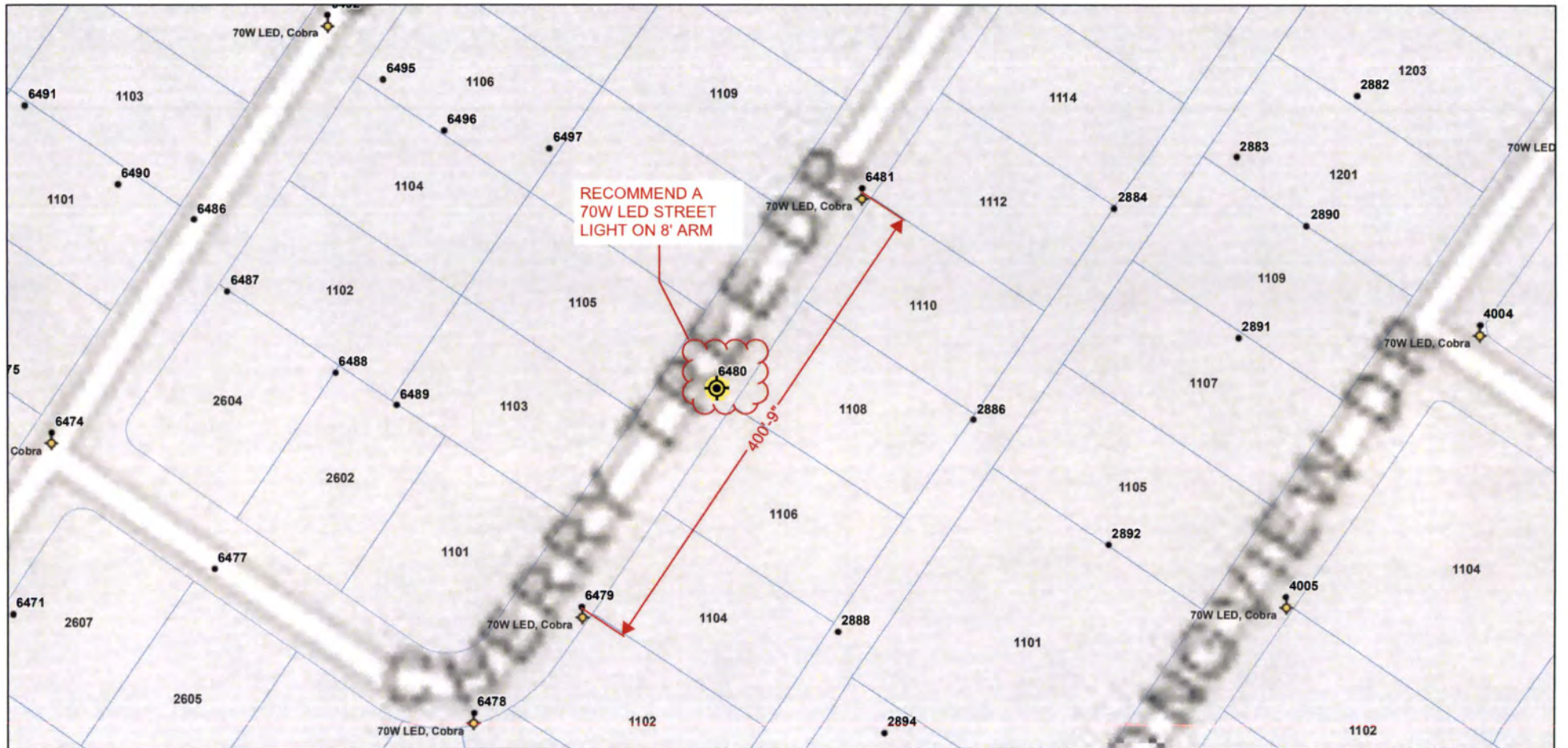
MATERIAL	QUANTITY	PRICE	TOTAL
72W Led Fixture	1	\$166.43	\$ 166.43
8' Arm	1	\$119.32	\$ 119.32
#6 ACSR TPX	5	\$0.40	\$ 2.00
Photocell	1	\$14.20	\$ 14.20
			TOTAL \$ 301.95

SUB TOTAL	\$ 636.87
10%TAX	\$ 30.20
TOTAL JOB	\$ 667.07

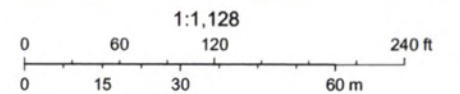
*Labor Rates are based on hourly rates + benefits.

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

Street Light REQ 111



11/20/2020, 3:53:34 PM



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance for the Demolition of 1117 H Street.

Date of Meeting: 1/120/2021	Ward # if applicable: Ward 1
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Staff is seeking approval of an Ordinance to demolish the structure located at 1117 H Street.
Actions Needed by Board:	Adopt Ordinance
Backup Attached:	Memo, Ordinance, Chronological Order of Events

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

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

Additional Notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: December 22, 2020

SUBJECT: Consider Adopting an Ordinance for the Demolition of 1117 H Street.

Staff is seeking approval of an ordinance to demolish the structure located at 1117 H Street.

On May 31, 2011, a Minimum Housing Violation letter was mailed to the owner of record with confirmation of delivery.

On October 27, 2015, a notice of hearing was mailed to the owner of record with no response. A hearing before the building inspector was conducted on November 19, 2015 the owner was properly notified of the hearing but was not present. The order granted the owner 60 days to repair the home and comply with minimum housing standards.

On August 23, 2019, a fire was reported, pictures of the house were taken.

On October 9, 2019, an amended complaint and notice of hearing was mailed to the owner of record with a hearing date of October 31, 2019. A hearing before the building inspector was conducted on October 31, 2019 the owner was properly notified of the hearing but was not present. To date no permits have been applied for and the structure remains non-compliant.

The Demolition estimate from Public Works is \$8,500.00, all utilities except electric have been removed. Asbestos testing is completed, asbestos abatement is pending.

A complete list of chronological events related to the property as well as pictures are attached. Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

Prepared by and return to:

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

AN ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNFIT FOR HUMAN HABITATION LOCATED AT 1117 H STREET IN THE CITY OF NEW BERN, NORTH CAROLINA

THAT WHEREAS, the City of New Bern properly served Richard E. McCoy, Willa Mae James, Gregory M. McCoy and Gloria J. Powell, and spouses, if any ("Owners"), on October 9, 2019, pursuant to Section 38-30 of the Code of Ordinances for the City of New Bern, complaining and alleging that the dwelling owned by Owners located at 1117 H Street in the City of New Bern, North Carolina (Craven County parcel identification number 8-006-008) is unfit for human habitation; and

WHEREAS, the Owners of the certain dwelling located at 1117 H Street in the City of New Bern, North Carolina ("Subject Property") were ordered to remove or demolish the dwelling located on the Subject Property and clear the debris therefrom, or to repair, alter, or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern by April 1, 2020; and

WHEREAS, the Owners have been given a reasonable opportunity to comply with the aforementioned Order of the Building Inspector; and

WHEREAS, the Owners have failed to remove or demolish the dwelling and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern, as directed in said Order.

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

Section 1. That the Building Inspector of the City of New Bern is ordered to remove or demolish the dwelling located on the Subject Property at 1117 H Street in the City of New Bern, North Carolina, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Section 2. That the Building Inspector of the City of New Bern is ordered to sell the materials of the dwelling that are salvageable and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited with the Clerk of Superior Court of Craven County, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Section 3. That this ordinance shall be in full force and effect from and after its adoption.

ADOPTED THIS 12th DAY OF JANUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

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

Lot Number 3 according to a subdivision made for Nerie Ellie Rhem by Albert R. Bell, Engineer, October 26, 1948, a map or plan of same being filed in the Office of the Register of Deeds of Craven County in Map Book 3 at Page 52, said Lot Number 3 fronts on H Street 36.23 feet and extending back between parallel lines 210 feet, same having been hewn out of a former subdivision known as Jerkinstown.

CHRONOLOGICAL ORDER OF EVENTS

1117 H St

11/6/2020

[illegible]

NORTH CAROLINA
CRAVEN COUNTY

FILED
2015 OCT 27 P 3:28
CRAVEN COUNTY, C.S.C.
BY me

FILE# 15M 470

THE CITY OF NEW BERN,
Plaintiff

-VS-
CARRIE MC COY,
Defendants

BEFORE THE BUILDING INSPECTOR

OF THE CITY OF NEW BERN

**COMPLAINT - (DWELLING
UNFIT FOR HUMAN HABITATION)
AND
NOTICE OF HEARING/
NOTICE OF LIS PENDENS**

COPY

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. In accordance with North Carolina General Statutes Section 160A, Article 19, Part 6, and Section 38-29 of the Code of the City of New Bern, the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified is unfit for human habitation.
2. The preliminary investigation has disclosed that there is a basis for believing that the dwelling bearing postal enumeration 1117 H Street, and further identified as Map 8-006-008, New Bern, North Carolina, is unfit for human habitation.
3. A hearing will be held on the 19th day of November, 2015, at 4p.m. In the office of the City Building Inspector at 303 First Street, New Bern, NC
4. You have the right to file an answer to this Complaint with the Building Inspector in person at the hearing or by writing to the Building Inspector of the City of New Bern, PO Box 1129,

CERTIFICATE OF SERVICE

RE: 1117 H Street

I hereby certify that on the 27th October, 2015, I served a copy of the foregoing Complaint upon the following by placing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by Certified Mail, Return Receipt Requested, and depositing said envelope in a regular depository for the United States mail addressed to:

Carrie Mc Coy
3325 110th Street
Corona NY 11368

Dated: 10/27/15

A handwritten signature in black ink, appearing to read 'NJR', with a large, stylized loop at the end.

Nancy J. Riegelsperger
Building Inspector
City of New Bern

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To **Carrie Mc Coy**
3325 110th Street
Street, A
or PO Box **Corona NY 11368**
City, State **MH Hrg 1117 H**

PS Form

ctions

RTS
7008 0150 0001 4870 3462

AFTER FIVE DAYS RETURN TO
City of New Bern
P.O. Box 1129
New Bern, N.C.
28563-1129

CERTIFIED MAIL



7008 0150 0001 4870 3462

Carrie Mc Coy
3325 110th Street
Corona NY 11368
MH Hrg 1117 H

1st NOTICE
2nd NOTICE
RETURNED

or 1/1/2016



U.S. POSTAGE PITNEY BOWES



ZIP 28560 \$ 003.93⁵
02 1W
0001365675 OCT. 28. 2015

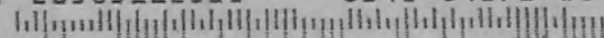
CV 10/31/15

NIXIE 101 DE 1 0001/06/16

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

1136831325
28563 01129

SC: 28563112929 *0248-04278-29-02



DAVIS HARTMAN WRIGHT, PLLC
Attorney's Report on Title

RE: 1117 H Street (Tax Parcel # 8-006-008)

TITLE VESTED IN CARRIE MCCOY IF LIVING, AND IF NOT, THE HEIRS OF CARRIE MCCOY

BY THE FOLLOWING INSTRUMENT:

Type:	General Warranty Deed
Dated:	October 27, 1948
Recorded:	June 7, 1950
Book: 436	Page: 234
Registry:	Craven County

LEGAL DESCRIPTION OF PROPERTY:

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

Lot Number 3 according to a subdivision made for the said Nerie Ellie Rhem by Albert R. Bell, Engineer, October 26, 1948, a map or plan of same being filed in the office of the Register of Deeds of Craven County in Map Book 3 at Page 52, said lot Number 3 front on H Street 36.23 feet and extending back between parallel lines 210 feet, same having been hewn out of a former subdivision known as Jerkeinstown.

TAXES LISTED IN THE NAME OF CARRIE MCCOY, 3325 110th STREET, CORONA, NY 11368:

Township: Eight	2015 Real Valuation:	\$30,140.00
Municipality: New Bern		

ABOVE PROPERTY IS SUBJECT TO:

- (a) Taxes and assessments: Taxes due Craven County and the City of New Bern.
- (b) Mortgages, deeds of trust, vendors, liens: NONE.
- (c) Judgments: NONE.
- (d) Mechanics' and materialmen's liens, known or recorded: NONE.
- (e) Liens in favor of state or federal government: NONE.
- (f) Lis pendens: NONE.
- (g) Leases, known or recorded: NONE.
- (h) Easements, restrictions, exceptions, reservations, limitations, conditions: NONE.
- (i) Other objections and defects: Any matters that an accurate survey might show.
- (j) Period of title search: From January 1, 1948 through October 12, 2015 at 2:40 p.m.

THIS 12th DAY OF OCTOBER, 2015.

Respectfully submitted,

DAVIS HARTMAN WRIGHT, PLLC


By: 
Michael Scott Davis

EXHIBIT A

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

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Attorney's Report on Title

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TAXES LISTED IN THE NAME OF CARRIE MCCOY, 3325 110th STREET, CORONA, NY 11368:

Township: Eight
Municipality: New Bern

2015 Real Valuation: \$30,140.00

8/29/19
No power
Geig's - Cell - Disc
Taxes OK

ABOVE PROPERTY IS SUBJECT TO:

- (a) Taxes and assessments: Taxes due Craven County and the City of New Bern. pd
- (b) Mortgages, deeds of trust, vendors, liens: NONE.
- (c) Judgments: NONE.
- (d) Mechanics' and materialmen's liens, known or recorded: NONE.
- (e) Liens in favor of state or federal government: NONE.
- (f) Lis pendens: NONE.
- (g) Leases, known or recorded: NONE.
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DAVIS HARTMAN WRIGHT, PLLC

By: 
Michael Scott Davis

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DATE: 6/22/11 ADDRESS: 1117 H. Street

INSPECTOR: Nancy C-675-3183 - office 639-2947 (252)

EXTERIOR: mow grass

plg pipe must extend above the roof, repair Soffit in the rear of the house. Broken window

Siding coming off the gable end of the house

Side Screen door missing. unprotected wood present. on porch will rott if not protected. (Paint or (over w/siding) Chipping paint around windows.

INTERIOR: Kitchen & Bathroom floors

are Badly Damaged. Needs to be repaired/replaced - plg: fixtures are removed.

2nd Story Floor joists Damaged - under closet above Bathroom. Needs to be replaced

See attached sheet V marks - indicate items to be taken care of -

Copy - given to Mr. McCoy & mailed to owner in N.Y. 6/23/11

House now owned. -
response in 30 days and advise status.

A Quick reference of Standard Requirements for Minimum Housing

- ✓ **CEILING**S: must be free of leaks, holes, peeling paint, wallpaper, etc.
- ✓ **FLOOR**S: must be free of holes, must be sturdy & firm, be protected from water damage; floor covering must also be free of holes.
- ✓ **WALL**S: must be free of holes, bowing or separating panels, peeling wallpaper, paint, etc.
All floors, ceilings & walls, must be structurally sound. No rotten wood or charred wood can be present.
- SMOKE DETECTORS**: must be present and operable **one on each level** of the house, **one inside each bedroom** and at least **one outside each sleeping unit**, per North Carolina Residential Building Code.
- ✓ **DOOR**S: all doors must be free of holes, cracked glass, rust, breaks and must open, close and lock properly. Outside doors must be exterior grade doors. The unit must be weather resistant and sealed properly. Screen doors are required for dwellings without central A/C.
- ✓ **DOOR HARDWARE**: all doors must have hardware and must be installed and work properly.
- ✓ **WINDOWS & SCREENS**: all windows must be free of holes, cracked glass, breaks and must open, close and lock properly. The unit must be weather resistant and sealed properly. The sills/trim must be free of rotten wood, chipping paint and properly installed. Screens are required if **central** air conditioning is not installed.
- ELECTRICAL SYSTEM**: the system must be checked by a licensed electrician who must provide a notarized letter stating system is in good working order. **Each room** must have at **least 4 outlets/receptacles** (one on each wall.) GFCI receptacles are required. In the **bathroom(s)** one is required and in the **kitchen(s)** 2 are required on the counter top. Electrical meters, disconnects and panel boxes must be labeled properly.
- ✓ **PLUMBING SYSTEM**: the system must be checked by a licensed plumber, who must provide a notarized letter stating system is in good working order. All fixtures must be in good working order. All vents must extend over the roof. All exterior vents/drains must be insulated and be protected from the weather.
- ✓ **HEATING/AIR CONDITIONING**: to be checked by a licensed HVAC contractor; who must provide a notarized letter stating the system is in good working order. All dwellings must provide a provision for a heat source.
- INSULATION**: must be present and meet NC Building Code requirements in the attic, floors and walls, if at all possible. **If walls are exposed then insulation is required to be installed.**
- REMOVAL OF THE SIDING**: may be required. This would be necessary to inspect the band for rotting and/or damaged wood that would affect the structural integrity of dwelling.
- ✓ **THE EXTERIOR OF THE HOUSE**: must be free of holes, rotten wood & chipping paint, this includes the trim, fascia boards, siding sills, missing bricks etc.
- ✓ **THE ROOF**: must be free of holes, leaks, damaged shingles or rusted metal. The roof/ attic must be properly vented.
- H.P.C. APPROVAL** maybe required for exterior work being done **before beginning work.**

If peeling paint is present and/or scraping is required, a paint permit is required.

You **must** contact Debra Yarbrough at the **Craven County Health Department** prior to starting any work. This is to check for any lead hazards. The phone number is 636-4936. Please follow all of their instructions as it is required by the City of New Bern Ordinance.

OTHER REMARKS:

The aforementioned **notarized contractor letter(s)** must be submitted to the Building Inspector before a Certificate of Occupancy or Compliance can be issued.

Prior to performing any work, a permit may have to be obtained through our office. Inspections will need to be scheduled thereafter. No work should be covered until inspected.

✓ - need attention

7010 3090 0001 55 234374



City of New Bern

Three Centuries of North Carolina Heritage

Phone: 636-4000

P.O. Box 1129

New Bern, NC 28563-1129

Date: 05/31/2011

File No: 11000239

Return Receipt Requested

U.S. Mail and Certified Mail

CARRIE MCCOY

3325 110TH ST

FLUSHING

NY 11368

Re: 1117 H

Unit :

Tax Map: 8-006 -008

Dear Property Owner:

The dwelling located on your property at the above-referenced address has been referred to my office as containing deficiencies violating the City's Minimum Housing Code, a copy of which is available in our office. Therefore, my office needs to inspect the dwelling to determine if it meets the Minimum Housing Code or if it has deficiencies requiring treatment. Please contact my office within ten (10) days of your receipt of this letter so we can schedule a mutually convenient time for the inspection.

Please be advised that you need to contact my office within ten (10) days of your receipt of this letter. If you fail to contact my office within ten (10) days, my office will conduct an inspection of your property in your absence. If the dwelling located on your property does not comply with the requirements of the Minimum Housing Code, a notice of the same will be sent to you. Should you receive a subsequent notice advising that the dwelling on your property does not meet the minimum standards established by the Minimum Housing Code, you will have ten (10) days from the date of your receipt of any such notice to correct the identified violations.

Pursuant to Section 38-5 of the Code of the City of New Bern, failure to comply with the requirements of the Minimum Housing code will subject you to a penalty in the amount of \$50.00 for each day that you fail, refuse, or neglect to comply with the Minimum Housing Code.

I can be reached by telephone at (252) 639-2947, or in person at the Building Inspections Office located on the first floor of the Dunn Building at the corner of Craven and Pollock Streets in downtown New Bern. Thank you for your prompt attention to this matter.

Sincerely,


NANCY RIEGELSPERGER

Building Inspector/Minimum Housing Officer

CERTIFICATE OF SERVICE

Re: 1117 H Street, New Bern (8-006-008)

I hereby certify that on the 8th day of June, 2011, I served a copy of the foregoing Ten Day

Minimum Housing Letter on:


Carrie McCoy

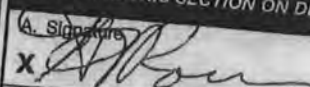
in an envelope bearing sufficient postage for mailing by Certified Mail, Return Receipt Requested, and depositing said Ten Day Minimum Housing Letter in another envelope for regular depository for the United

States mail, New Bern, N.C. addressed to:

Carrie McCoy
3325 110th Street
Flushing, NY 11368

Dated: June 8, 2011


Nancy J. Riegelsperger
Building Inspector
City of New Bern

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature X </p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to: MH Letter 1117 H Street Carrie McCoy 3325 110 th Street Flushing, NY 11368		<p>RECEIVED JUN 11 2011</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
Article Number (Transfer from service label)		10255 0001 5523 4374	
Form 3811, February 2004		Domestic Return Receipt	

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 7/7/2020 11:12:16 AM *Same*

10-26-2020

Parcel ID : 8-006 -008
Owner : MCCOY, CARRIE
Mailing Address : 3325 110TH ST CORONA NY 11368
Property Address : 1117 H ST
Description : 1117 H STREET
Lot Description :



Subdivision :

Assessed Acreage : 0.167 Calculated Acreage : 0.170
Deed Reference : 0436-0234 Recorded Date : 0 0 1948
Recorded Survey :
Estate Number :
Land Value : \$4,000 Tax Exempt : No
Improvement Value : \$6,800 # of Improvements : 2
Total Value : \$10,800
City Name : NEW BERN Fire tax District :
Drainage District : Special District :
Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
1/1/1948	MCCOY, WILLIAM	MCCOY, CARRIE	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1965	780	\$6,240
GARAGE/SHOP-DETACHED	1970	240	\$560

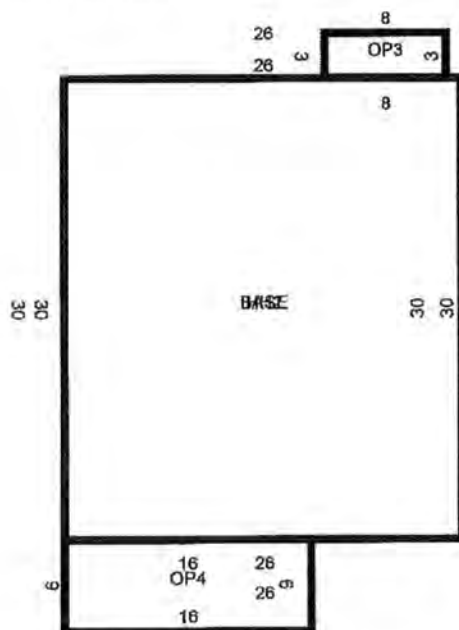
Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.
This report was created on Tuesday July 7, 2020

Parcel Id :	8-006 -008	Card-Line :	1-1
Type:	RESIDENTIAL CONSTRUCTION	Value:	\$6,240
Base Area 1st floor:	780	Year Built:	1965
Rooms:	5	Bedrooms:	3
Bathrooms (Full,Half):	1	Heating:	NONE (NO CENTRAL SYSTEM)
Electric:	AVERAGE SERVICE	Plumbing:	COMPLETE AVERAGE
Foundation:	ENCLOSED MASONRY	Exterior Walls:	BRICK VENEER OVER WOOD FRAME
Roof Type:	GABLE	Roof Material:	SHINGLE-COMPOSITION
Floors:	CARPET/VINYL	Interior Finish:	FINISHED DW/PLASTER- AVERAGE
Attached Garage:	No	Basement:	No
Number of Stories:	1.5	Approximate Heated SqFt:	936

Click here for a [description](#) of sketch appendage codes.

Red lines and text indicate upper levels of structure.



Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 8/29/2019 3:53:19 PM

Parcel ID : 8-200-I -010
Owner : JAMES, WILLA MAE
Mailing Address : 9903 24TH AVE EAST ELMHURST NY 11369
Property Address : 318 LOCH BRIDGE DR
Description : 10 LOCH BRIDGE
Lot Description :



Assessed Acreage :	0.244	Calculated Acreage :	0.240
Deed Reference :	1271-0257	Recorded Date :	11 30 1990
Recorded Survey :	E-329-		
Estate Number :			
Land Value :	\$28,000	Tax Exempt :	No
Improvement Value :	\$128,070	# of Improvements :	1
Total Value :	\$156,070		
City Name :	RIVER BEND	Fire tax District :	
Drainage District :		Special District :	
Land use :	RESIDENTIAL - ONE FAMILY UNIT		

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
11/30/1990	SCHEPER & ASSOCIATES INC	JAMES, WILLA MAE	NEEDS REVIEW	\$98,000
8/29/1989	LOCHCBRIDGE ASSOCIATES INC	SCHEPER & ASSOCIATES INC	LAND SALE	\$18,000

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1989	1021	\$128,070

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 8/29/2019 4:23:44 PM

Parcel ID : 8-073-B -098
Owner : MCCOY, GREGORY M & MICHELLE H
Mailing Address : 414 PLANTATION DR NEW BERN NC 28562
Property Address : 414 PLANTATION DR
Description : #98 RIVERBEND SEC 3
Lot Description :



Assessed Acreage :	0.391	Calculated Acreage :	0.390
Deed Reference :	1266-0921	Recorded Date :	9 28 1990
Recorded Survey :	A-2-A		
Estate Number :			
Land Value :	\$30,000	Tax Exempt :	No
Improvement Value :	\$123,300	# of Improvements :	1
Total Value :	\$153,300		
City Name :	RIVER BEND	Fire tax District :	
Drainage District :		Special District :	
Land use :	RESIDENTIAL - ONE FAMILY UNIT		

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
9/28/1990	SECOSKY, REBECCA LYNN FORREST	MCCOY, GREGORY M & MICHELLE H	NEEDS REVIEW	\$98,000

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1974	1213	\$123,300

**PARCEL ID:** 8-006 -008**Owner:** MCCOY, CARRIE**Mailing Address:** 3325 110TH ST
FLUSHING NY 11368**Address of Property:** 1117 H ST**Property Description:** 1117 H STREET**Assessed Acreage:** 0.000**Calculated Acreage:** 0.167**Deed Book Page:** 0436 0234**Deed Recording Date (m d y):** 1948**Recorded Survey:** --**Life Estate Deed Book & Page:****Estate File (Will) Year-E-Folder:****Land Value:** \$5,090**Total Improvement(s) Value:** \$25,050**Total Value:** \$30,140**Number of Improvements:** 2**Tax Exempt (YES/NO):** NO**City Name:** New Bern**Fire Tax District:****Drainage District:****Lot Description:****Special District:****Land Use:** RESIDENTIAL - ONE FAMILY
UNIT

Craven County does NOT warrant the information shown on this page and
should be used ONLY for tax assessment purposes. April 12, 2011 1:18:16 PM



PARCEL ID: 8-006 -008

Type	Year Built	Base Area	Value	Details
RES-SINGLE FAMILY	1965	780	23760	Details
GARAGE/SHOP-DETACHED	1970	240	1290	

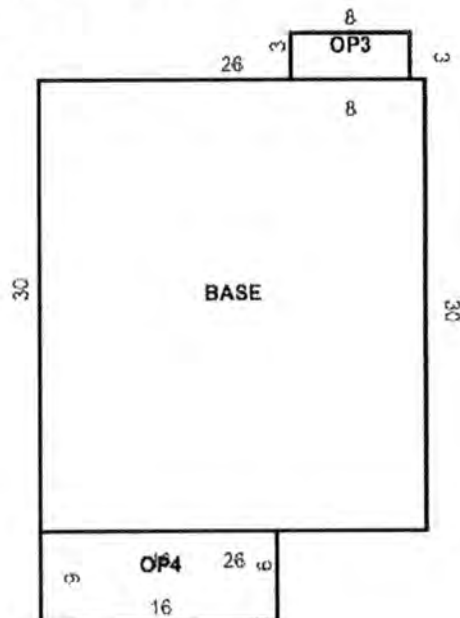
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BUILDING DETAILS - PARCEL ID: 8-006 -008

Type:	RES-SINGLE FAMILY	Value:	23760
Base Area:	780	Year Built:	1965
Rooms:	5	Bedrooms:	3
Bathrooms (Full,Half):	1	Heating:	None (No Central System)
Electric:	Average Service	Plumbing:	Complete Average
Foundation:	Enclosed-Masonry	Exterior Walls:	Brick Veneer Over Wood Frame
Roof Type:	Gable	Roof Material:	Shingle-Composition
Floors:	Carpet/Vinyl	Interior Finish:	Finished DW/Plaster-Average
Attached Garage:	NO	Basement:	NO
Number of Stories:	1.5		

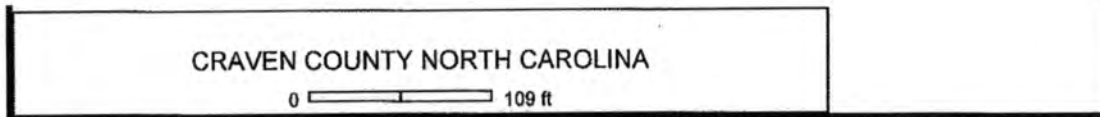
[Click here for a description of sketch appendage codes.](#)

The sketch below ONLY shows the primary floor or level of the structure.



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Craven County does not warrant the information shown on this map and should be used only for tax assessment purposes
Map made on April 12, 2011 at 1:19:11 PM

NORTH CAROLINA
CITY OF NEW BERN

FILED

BEFORE THE BUILDING
INSPECTOR OF THE CITY OF NEW BERN

FILE # 15 M 470

2019 NOV -5 P 1:21	
THE CITY OF NEW BERN,	CRAVEN COUNTY, C.S.C.
	Plaintiff
-VS-	BY _____
CARRIE MC COY,	
	Defendant

ORDER OF THE BUILDING
INSPECTOR OF THE
CITY OF NEW BERN

COPY

THIS MATTER came on to be heard and was heard before the undersigned Building Inspector of the City of New Bern, at a hearing in the office of the Building Inspector of the City of New Bern on the 31st Day of October 2019 and

UPON HEARING evidence and testimony in this matter, the Building Inspector of the City of New Bern found the following facts:

1. Nancy J. Riegelsperger, Building Inspector, appeared on behalf of the City of New Bern, and interested party, Tammy West, protentional buyer.
2. The following were properly notified but not present Richard E. Mc Coy Spouse of Richard E. Mc Coy, if any, Willa Mae James, Spouse of Willa Mae James, if any, Gregory M. Mc Coy, Spouse of Gregory M. Mc Coy, if any, Gloria J. Powell, Spouse of Gloria J. Powell, if any,
3. Richard E. Mc Coy Spouse of Richard E. Mc Coy, if any, Willa Mae James, Spouse of Willa Mae James, if any, Gregory M. Mc Coy, Spouse of Gregory M. Mc Coy, if any, Gloria J. Powell, Spouse of Gloria J. Powell, if any, owns the property, located at 1117 H Street, New Bern, North Carolina, and further identified by Craven County Tax Identification number 8-006-008.
4. The dwelling located at, 1117 H Street, New Bern, North Carolina does not meet the Minimum housing standard set forth in Chapter 38 of the City of New Bern's Ordinance due to deterioration and defects, increasing the hazard of fire, accidents, or other calamities.
5. The dwelling is presently vacant.
6. It is the opinion of the Inspections Department of the City of New Bern that the dwelling cannot be repaired, altered, or improved to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern at a cost less

than seventy-five (75%) percent of the value, and, therefore, it is a **dilapidated** dwellings as defined by Chapter 38 of the Code of the City of New Bern. As a result, thereof, no one shall reside in or occupy said dwellings.

7. The aforesaid dwelling must remain vacated, closed, secured, must be repaired, altered, improved **OR** demolished and remove same to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern.

8. If the Subject dwellings requires work to be performed by subcontractors to bring it into compliance with the minimum standards established by Chapter 38 of the Code of the City of New Bern; such as electrical, plumbing, heating and air conditioning all must be performed by persons licensed by the State of North Carolina and shall be inspected as required by law. Electrical service will only be provided with a temporary service pole or a generator with city noise restrictions applying.

9. After finding the aforementioned facts, the Building Inspector ordered that the Owners shall:

- a. Repair, alter, improve, or remove/demolish said dwelling to comply with the minimum standards, established by Chapter 38 of the Code of the City of New Bern no later than April 1, 2020
- b. Ensure all permits are obtained prior to work beginning.
- c. Ensure that lead paint on the exterior of said dwellings are abated in compliance with the regulations enforced by the Craven County Health Department.
- d. Shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with this Order within 31 days of April 1, 2020

An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with this Order within 61 days of April 1, 2020

- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with this Order within 91 days of April 1, 2020

- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with this Order within 121 days of April 1, 2020 and

- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for continuing failure to comply with this Order.

DATE: November 5, 2019

A handwritten signature in black ink, appearing to be 'Nancy J. Riegelsperger', written over a horizontal line.

NANCY J. RIEGELSPERGER
BUILDING INSPECTOR
CITY OF NEW BERN
252-639-2947

CERTIFICATE OF SERVICE

RE: 165 Rock Run Road, New Bern NC

I hereby certify that on the 5th Day of November 2019, I served a copy of the foregoing **ORDER OF THE BUILDING INSPECTOR** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Richard E. Mc Coy
3510 Bertha Drive
Baldwin NY 11510

Spouse of Richard E. Mc Coy, if any
3510 Bertha Drive
Baldwin NY 11510

Willa Mae James
9903 24th Avenue
East Elmhurst NY 11369


Spouse of Willa Mae James, if any
9903 24th Avenue
East Elmhurst NY 11369

Gregory M. Mc Coy
414 Plantation Drive
New Bern NC 28562

Spouse of Gregory M. Mc Coy, if any
414 Plantation Drive
New Bern NC 28562

Gloria J. Powell
1350 Pepperidge Drive
Sumter SC 29154

Spouse of Gloria J. Powell, if any
1350 Pepperidge Drive
Sumter SC 29154


Nancy Riegelsperger
Building Inspector
City of New Bern

RTS 12/3/19
7019 0700 0000 5131 0929

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☐ Adult Signature Restricted Delivery \$
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 Total P \$
 Sent To \$
 Street \$
 City, St \$
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here

Spouse of Richard E. McCoy
3510 Bertha Drive
Baldwin NY 11510
MH Ord 1117 H

RTS 12/3/19
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 Total P \$
 Sent To \$
 Street \$
 City, St \$
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Richard E. McCoy
3510 Bertha Drive
Baldwin NY 11510
MH Ord 1117 H

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 City, St \$
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Spouse of Willa Mae James, if any
9903 24th Avenue
East Elmhurst NY 11369
MH Ord 165 RRRd

Delv 11/9/19
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 Total P \$
 Sent To \$
 Street \$
 City, St \$
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Willa Mae James
9903 24th Avenue
East Elmhurst NY 11369
MH Ord 165 RRRd

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Street

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Spouse of Gregory M. Mc Coy
414 Plantation Drive
New Bern NC 28562
MH Ord 165 RRRd

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Street

City, St

Postmark Here

Spouse of Gloria J. Powell
1350 Pepperidge Drive
Sumter SC 29154
MH Ord 165 RRRd

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

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Total F

Sent To

Street

City, St

Postmark Here

Gregory M. Mc Coy
414 Plantation Drive
New Bern NC 28562
MH Ord 165 RRRd

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Street

City, St

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Gloria J. Powell
1350 Pepperidge Drive
Sumter SC 29154
MH Ord 165 RRRd

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CITY OF NEW BERN
300 Pollock St., P.O. Box 1129
New Bern, NC 28563-1129

Inspections Department



7019 0700 0000 5131 0912

Richard E. Mc Coy
3510 Bertha Drive
Baldwin NY 11510
MH Ord 1117 H

12/03/19



U.S. POSTAGE PITNEY BOWES
ZIP 28560 \$ 004.00⁰
02 4W
0000347344 NOV 05 2019

11/9 11/16 11/29

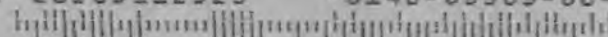
UNC



NIXIE 100 DE 1 0011/27/19

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 28563112929 *0148-09969-06-00



CITY OF NEW BERN
300 Pollock St., P.O. Box 1129
New Bern, NC 28563-1129

Inspections Department



7019 0700 0000 5131 0929

Spouse of Richard E. Mc Coy
3510 Bertha Drive
Baldwin NY 11510
MH Ord 1117 H

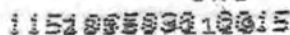
12/03/19



U.S. POSTAGE PITNEY BOWES
ZIP 28560 \$ 004.00⁰
02 4W
0000347344 NOV. 05 2019

9304100055366542

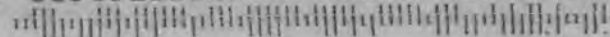
UNC



NIXIE 100 DE 1 0011/27/19

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 28563112929 *0148-09968-06-00



HEARING

DATE: 10/31/19

ADDRESS: 1117 H. St

ATTENDEES: none -

OBSERVERS: Tamera West (Tammy)

NOTIFIED BUT NOT PRESENT:

All not.

VIOLATIONS: Fire Damage -

OWNERS: INTENTIONS: 4 hies - no one communicates
has 1 buyer - has 1 hie ready to Demo

NOTES:

STATUS OF DWELLING: Dilp

FINDINGS:

vac, Fire Damaged

ORDER WILL READ:

demo.

NORTH CAROLINA
CRAVEN COUNTY

FILE# 15 M 470

FILED
2019 OCT -9 A 10:42
CRAVEN CO. N.C.
BY *md*

THE CITY OF NEW BERN,
Plaintiff
-VS-
CARRIE MC COY,
Defendant

BEFORE THE BUILDING
INSPECTOR

OF THE CITY OF NEW BERN

**COMPLAINT - (DWELLING
UNFIT FOR HUMAN
HABITATION)
AND
NOTICE OF HEARING/
NOTICE OF LIS PENDENS
AMENDED**

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. The Amended Complaint and Notice of Hearing/Notice of Lis Pendens was filed on **19th day of April, 2015** for a hearing to be held on the **8th Day of October 2019**. Not all parties were notified properly with correct addresses thus, this amended Complaint is being filed to notify all interested parties of a new hearing date.
2. In accordance with North Carolina General Statutes Section 160A, Article 19, Part 6, and Section 38-29 of the Code of the City of New Bern, the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified as **1117 H Street**, Tax Map Designation **8-006-008** is unfit for human habitation.
3. The preliminary investigation has disclosed that there is a basis for believing that the dwelling bearing postal enumeration **1117 H Street**, New Bern, North Carolina, is unfit for human habitation.
4. Therefore, a hearing will be held on the **31st day of October 2018, at 11am**. In the office of the City Building Inspector at 303 First Street, New Bern, NC

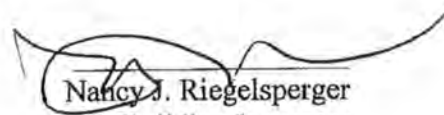
5. You have the right to file an answer to this Complaint with the Building Inspector in person at the hearing or by writing to the Building Inspector of the City of New Bern, PO Box 1129, New Bern, North Carolina, 28563-1129.

6. You have the right to appear at the above-scheduled hearing, in person or otherwise, and give testimony.

7. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter or improve the dwelling, to vacate and close the dwelling, or to remove or demolish the dwelling and clear the debris therefrom, as appears appropriate. At the expiration of the Order of the Building Inspector shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with this Order within 31 days to 60 days
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with this Order within 61 days 90 days
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with this Order within 91 days to 120 days
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with this Order within 121 days and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for continuing failure to comply with this Order.

DATE: 10-09-19


Nancy J. Riegelsperger
Building Inspector
City of New Bern
(252) 639-2947

CERTIFICATE OF SERVICE

RE: 1117 H Street, New Bern NC

I hereby certify that on the 9th day of October, 2019, I served a copy of the foregoing **AMENDED Complaint and Notice of Hearing/Notice of Lis Pendens** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Richard E. Mc Coy
3510 Bertha Drive
Baldwin NY 11510

Spouse of Richard E. Mc Coy, if any
3510 Bertha Drive
Baldwin NY 11510

Willa Mae James
9903 24th Avenue
East Elmhurst NY 11369


Spouse of Willa Mae James, if any
9903 24th Avenue
East Elmhurst NY 11369

Gregory M. Mc Coy
414 Plantation Drive
New Bern NC 28562

Spouse of Gregory M. Mc Coy, if any
414 Plantation Drive
New Bern NC 28562

Gloria J. Powell
1350 Pepperidge Drive
Sumter SC 29154

Spouse of Gloria J. Powell, if any
1350 Pepperidge Drive
Sumter SC 29154



Nancy Riegelsperger
Building Inspector
City of New Bern

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Street
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Spouse of Richard E. Mc Coy, if any
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Spouse of Gloria J. Powell, if any
1350 Pepperidge Drive
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Street
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City
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Richard E. Mc Coy
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Baldwin NY 11510

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total
\$

Sent
\$

Street
\$

City
\$

Postmark Here

Gloria J. Powell
1350 Pepperidge Drive
Sumter SC 29154

PS Form 3800, April 2015 PSN 7530-02-000 5047 Instructions

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☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Postmark Here _____

To: Gregory M. Mc Coy
 414 Plantation Drive
 New Bern NC 28562

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☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Postmark Here _____

To: Spouse of Gregory M. Mc Coy
 414 Plantation Drive
 New Bern NC 28562

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☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Postmark Here _____

To: Willa Mae James
 9903 24th Avenue
 East Elmhurst NY 11369

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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To: Spouse of Willa Mae James
 9903 24th Avenue
 East Elmhurst NY 11369

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

10/16/19 Sent

NORTH CAROLINA
CRAVEN COUNTY

FILED

FILE# 15 M 470

2019 SEP 12 AM 10:16
CRAVEN COUNTY, C.S.C.

BY

MD

THE CITY OF NEW BERN,
Plaintiff

-VS-

CARRIE MC COY,
Defendant

BEFORE THE BUILDING
INSPECTOR

OF THE CITY OF NEW BERN

**COMPLAINT - (DWELLING
UNFIT FOR HUMAN
HABITATION)
AND
NOTICE OF HEARING/
NOTICE OF LIS PENDENS
AMENDED**

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. The original Complaint and Notice of Hearing/Notice of Lis Pendens was filed on **October 27, 2015** for a hearing to be held on the 19th Day of April 2015. Not all parties were notified properly thus, this amended Complaint is being filed to notify all interested parties of a new hearing date.

2. In accordance with North Carolina General Statutes Section 160A, Article 19, Part 6, and Section 38-29 of the Code of the City of New Bern, the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified as **1117 H Street**, Tax Map Designation **8-006-008** is unfit for human habitation.

3. The preliminary investigation has disclosed that there is a basis for believing that the dwelling bearing postal enumeration **1117 H Street**, New Bern, North Carolina, is unfit for human habitation.

4. Therefore, a hearing will be held on the **8th day of October 2018, at 11am**. In the office of the City Building Inspector at 303 First Street, New Bern, NC

5. You have the right to file an answer to this Complaint with the Building Inspector in

person at the hearing or by writing to the Building Inspector of the City of New Bern, PO Box 1129, New Bern, North Carolina, 28563-1129.

6. You have the right to appear at the above-scheduled hearing, in person or otherwise, and give testimony.

7. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter or improve the dwelling, to vacate and close the dwelling, or to remove or demolish the dwelling and clear the debris therefrom, as appears appropriate. At the expiration of the Order of the Building Inspector shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with this Order within 31 days to 60 days
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with this Order within 61 days to 90 days
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with this Order within 91 days to 120 days
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with this Order within 121 days and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for continuing failure to comply with this Order.

DATE: 9-12-19


Nancy J. Riegelsperger
Building Inspector
City of New Bern
(252) 639-2947

CERTIFICATE OF SERVICE

RE: 1117 H Street, New Bern NC

I hereby certify that on the 12th day of September, 2019, I served a copy of the foregoing **AMENDED Complaint and Notice of Hearing/Notice of Lis Pendens** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Richard E. Mc Coy
3122 103rd Street APT 1A
East Elmhurst NY 11369

Spouse of Richard E. Mc Coy, if any
3122 103rd Street APT 1A
East Elmhurst NY 11369

Willa Mae James
9903 24th Avenue
East Elmhurst NY 11369

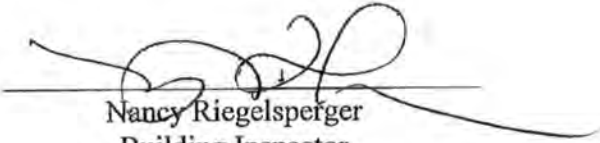
Spouse of Willa Mae James, if any
9903 24th Avenue
East Elmhurst NY 11369

Gregory M. Mc Coy
414 Plantation Drive
New Bern NC 28562

Spouse of Gregory M. Mc Coy, if any
414 Plantation Drive
New Bern NC 28562

Gloria J. Powell
10505 32nd Avenue
East Elmhurst NY 11369

Spouse of Gloria J. Powell, if any
10505 32nd Avenue
East Elmhurst NY 11369


Nancy Riegelsperger
Building Inspector
City of New Bern

RTS
7019 0700 0000 5131 0288

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Post	
\$	
Sent To	
Street and	
City, State	
PS Form	

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Gloria J. Powell
10505 32nd Avenue
East Elmhurst NY 11369
MH compl 1117 H

Delo 9/13/19
7019 0700 0000 5131 0295

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
\$	
Total	
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Sent To	
Street	
City, State	
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Spouse of Gregory M. Mc Coy, if any
414 Plantation Drive
New Bern NC 28562
MH compl 1117 H

Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions.

RTS
7019 0700 0000 5131 0257

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
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Total Post	
\$	
Sent To	
Street and	
City, State	
PS Form	

Postmark Here

Richard E. Mc Coy
3122 103rd Street APT 1A
East Elmhurst NY 11369
MH compl 1117 H

RTS
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
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Total Po	
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Sent To	
Street and	
City, State	
PS Form	

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Spouse of Gloria J. Powell, if any
10505 32nd Avenue
East Elmhurst NY 11369
MH compl 1117 H

9/12/19

1117 H 5111

Delv 9/17/2019
7019 0700 0000 5131 0233

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☐ Return Receipt (hardcopy) \$
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☐ Adult Signature Restricted Delivery \$
Postage \$
Total \$
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City, St
PS Form 3800, April 2015 PSN 7530-02-000-9001

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Willa Mae James
9903 24th Avenue
East Elmhurst NY 11369
MH compl 1117 H

Instructions

RTS
7019 0700 0000 5131 0240

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☐ Adult Signature Restricted Delivery \$
Postage \$
Total \$
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Street
City, St
PS Form 3800, April 2015 PSN 7530-02-000-9001

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Spouse of Richard E. Mc Coy, if any
3122 103rd Street APT 1A
East Elmhurst NY 11369
MH compl 1117 h

Instructions

Unknown
7019 0700 0000 5131 0301

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total \$
Sent To
Street
City, St
PS Form 3800, April 2015 PSN 7530-02-000-9001

Postmark Here

Spouse of Willa Mae James, if any
9903 24th Avenue
East Elmhurst NY 11369
MH compl 1117 H

Instructions

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☐ Return Receipt (hardcopy) \$
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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total \$
Sent To
Street
City, St
PS Form 3800, April 2015 PSN 7530-02-000-9001

Postmark Here

Gregory M. Mc Coy
414 Plantation Drive
New Bern NC 28562
MH compl 1117 H

Instructions



CITY OF NEW BERN
300 Pollock St, P.O. Box 1129
New Bern, NC 28563-1129

Inspections Department



7019 0700 0000 5131 0271

1200 8822869611



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ZIP 28560 \$ 004.00⁰
02 4W
0000347344 SEP. 12. 2019

10/03/19

Spouse of Gloria J. Powell, if any
10505 32nd Avenue
East Elmhurst NY 11369
MH compl 1117 H

NIXIE 100 FE 1 0009/25/19

RETURN TO SENDER
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UNABLE TO FORWARD

UTF

BC: 28563112929 *0348-00461-13-01

1738592538 CO21



CITY OF NEW BERN
300 Pollock St, P.O. Box 1129
New Bern, NC 28563-1129

Inspections Department



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0000347344 SEP. 12. 2019

10/03/19

Gloria J. Powell
10505 32nd Avenue
East Elmhurst NY 11369
MH compl 1117 H

UTF

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BC: 28563112929 *0348-00457-13-01

1738592538 CO21



CITY OF NEW BERN
300 Pollock St, P.O. Box 1129
New Bern, NC 28563-1129

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0000347344 SEP. 12. 2019

Inspections Department

Handwritten signature

Richard E. Mc Coy
3122 103rd Street APT 1A
East Elmhurst NY 11369
MH compl 1117 H

10/17/19



CITY OF NEW BERN
300 Pollock St, P.O. Box 1129
New Bern, NC 28563-1129



7019 0700 0000 5131 0240



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ZIP 28560 \$ 004.00⁰
02 4W
0000347344 SEP. 12. 2019

Inspections Department

Handwritten signature

Spouse of Richard E. Mc Coy, if any
3122 103rd Street APT 1A
East Elmhurst NY-11369
MH compl 1117 h

10/17/19

11369\$2014 C020

1117 HST

10/23/2020











A FDID <u>02512</u> * State <u>NC</u> * Incident Date <u>08</u> <u>23</u> <u>2019</u> * Station <u>HQ</u> Incident Number <u>19-0001187</u> * Exposure <u>000</u> *		<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity		NFIRS -1 Basic
B Location* <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B "Alternative Location Specification". Use only for Wildland fires.				
<input checked="" type="checkbox"/> Street address <u>1117</u> <u>H</u> <u>ST</u> <u></u> Number/Milepost Prefix Street or Highway Street Type Suffix <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions <u>New Bern</u> <u>NC</u> <u>28560</u> Apt./Suite/Room City State Zip Code Cross street or directions, as applicable				
C Incident Type * <u>111</u> Building fire Incident Type		E1 Date & Times Midnight is 0000 Check boxes if dates are the same as Alarm Date. ALARM always required Alarm * <u>08</u> <u>23</u> <u>2019</u> <u>02:11:10</u> ARRIVAL required, unless canceled or did not arrive <input checked="" type="checkbox"/> Arrival * <u>08</u> <u>23</u> <u>2019</u> <u>02:14:48</u> CONTROLLED Optional, Except for wildland fires <input checked="" type="checkbox"/> Controlled <u>08</u> <u>23</u> <u>2019</u> <u>03:14:33</u> LAST UNIT CLEARED, required except for wildland fires Last Unit <u>08</u> <u>23</u> <u>2019</u> <u>05:17:36</u> <input checked="" type="checkbox"/> Cleared		E2 Shift & Alarms Local Option <u>C</u> <u>01</u> <u>1</u> Shift or Alarms District Platoon
D Aid Given or Received * 1 <input type="checkbox"/> Mutual aid received 2 <input type="checkbox"/> Automatic aid recvd. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given N <input checked="" type="checkbox"/> None Their FDID Their State Their Incident Number		E3 Special Studies Local Option Special Study ID# Special Study Value		
F Actions Taken * <u>81</u> Incident command Primary Action Taken (1) <u>11</u> Extinguishment by fire Additional Action Taken (2) <u>58</u> Operate apparatus or Additional Action Taken (3)		G1 Resources * <input type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression <u>0007</u> <u>0018</u> EMS Other <input type="checkbox"/> Check box if resource counts include aid received resources.		G2 Estimated Dollar Losses & Values LOSSES: Required for all fires if known. Optional for non fires. None Property \$ <u>100</u> <u>000</u> Contents \$ <u>005</u> <u>000</u> PRE-INCIDENT VALUE: Optional Property \$ <u>150</u> <u>000</u> Contents \$ <u>005</u> <u>000</u>
Completed Modules <input checked="" type="checkbox"/> Fire-2 <input checked="" type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input type="checkbox"/> EMS-6 <input type="checkbox"/> HazMat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Arson-11		H1* Casualties <input checked="" type="checkbox"/> None Deaths Injuries Fire Service Civilian H2 Detector Required for Confined Fires. 1 <input type="checkbox"/> Detector alerted occupants 2 <input type="checkbox"/> Detector did not alert them U <input checked="" type="checkbox"/> Unknown		H3 Hazardous Materials Release N <input checked="" type="checkbox"/> None 1 <input type="checkbox"/> Natural Gas: slow leak, no evaluation or EMSTAT actions 2 <input type="checkbox"/> Propane gas: <21 lb. tank (as in home BBQ grill) 3 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 4 <input type="checkbox"/> Kerosene: fuel burning equipment or portable storage 5 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable 6 <input type="checkbox"/> Household solvents: home/office spill, cleanup only 7 <input type="checkbox"/> Motor oil: from engine or portable container 8 <input type="checkbox"/> Paint: from paint cans totaling < 55 gallons 0 <input type="checkbox"/> Other: Special Hazmat actions required or spill > 55gal, please complete the HazMat form
I Mixed Use Property NN <input checked="" type="checkbox"/> Not Mixed 10 <input type="checkbox"/> Assembly use 20 <input type="checkbox"/> Education use 33 <input type="checkbox"/> Medical use 40 <input type="checkbox"/> Residential use 51 <input type="checkbox"/> Row of stores 53 <input type="checkbox"/> Enclosed mall 58 <input type="checkbox"/> Bus. & Residential 59 <input type="checkbox"/> Office use 60 <input type="checkbox"/> Industrial use 63 <input type="checkbox"/> Military use 65 <input type="checkbox"/> Farm use 00 <input type="checkbox"/> Other mixed use		J Property Use* Structures 131 <input type="checkbox"/> Church, place of worship 161 <input type="checkbox"/> Restaurant or cafeteria 162 <input type="checkbox"/> Bar/Tavern or nightclub 213 <input type="checkbox"/> Elementary school or kindergarten 215 <input type="checkbox"/> High school or junior high 241 <input type="checkbox"/> College, adult education 311 <input type="checkbox"/> Care facility for the aged 331 <input type="checkbox"/> Hospital Outside 124 <input type="checkbox"/> Playground or park 655 <input type="checkbox"/> Crops or orchard 669 <input type="checkbox"/> Forest (timberland) 807 <input type="checkbox"/> Outdoor storage area 919 <input type="checkbox"/> Dump or sanitary landfill 931 <input type="checkbox"/> Open land or field 341 <input type="checkbox"/> Clinic, clinic type infirmary 342 <input type="checkbox"/> Doctor/dentist office 361 <input type="checkbox"/> Prison or jail, not juvenile 419 <input checked="" type="checkbox"/> 1- or 2-family dwelling 429 <input type="checkbox"/> Multi-family dwelling 439 <input type="checkbox"/> Rooming/boarded house 449 <input type="checkbox"/> Commercial hotel or motel 459 <input type="checkbox"/> Residential, board and care 464 <input type="checkbox"/> Dormitory/barracks 519 <input type="checkbox"/> Food and beverage sales 936 <input type="checkbox"/> Vacant lot 938 <input type="checkbox"/> Graded/care for plot of land 946 <input type="checkbox"/> Lake, river, stream 951 <input type="checkbox"/> Railroad right of way 960 <input type="checkbox"/> Other street 961 <input type="checkbox"/> Highway/divided highway 962 <input type="checkbox"/> Residential street/driveway 539 <input type="checkbox"/> Household goods, sales, repairs 579 <input type="checkbox"/> Motor vehicle/boat sales/repair 571 <input type="checkbox"/> Gas or service station 599 <input type="checkbox"/> Business office 615 <input type="checkbox"/> Electric generating plant 629 <input type="checkbox"/> Laboratory/science lab 700 <input type="checkbox"/> Manufacturing plant 819 <input type="checkbox"/> Livestock/poultry storage (barn) 882 <input type="checkbox"/> Non-residential parking garage 891 <input type="checkbox"/> Warehouse 981 <input type="checkbox"/> Construction site 984 <input type="checkbox"/> Industrial plant yard Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use <u>419</u> <u>1 or 2 family dwelling</u> NFIRS-1 Revision 03/11/99		

K1 Person/Entity Involved Local Option		Business name (if applicable)		Area Code - Phone Number	
<input type="checkbox"/> Check This Box if same address as incident location. Then skip the three duplicate address lines.		Mr., Ms., Mrs. First Name		MI Last Name Suffix	
3325		Prefix		Street or Highway	
Post Office Box		Apt./Suite/Room		City	
State Zip Code		110th St, Corona NY, 11368		Street Type Suffix	
<input type="checkbox"/> More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary					

K2 Owner Local Option		Business name (if Applicable)		Area Code - Phone Number	
<input type="checkbox"/> Same as person involved? Then check this box and skip The rest of this section.		Mr., Ms., Mrs. First Name		MI Last Name Suffix	
<input type="checkbox"/> Check this box if same address as incident location. Then skip the three duplicate address lines.		Number		Prefix	
Post Office Box		Apt./Suite/Room		City	
State Zip Code		Street or Highway		Street Type Suffix	

L Remarks Local Option	
Full alarm assignment responded to a structure fire at this location.	

L Authorization				
E00722 Officer in charge ID	GLADSON, RANDY S Signature	BC Position or rank	BC1 Assignment	08 23 2019 Month Day Year
<input type="checkbox"/> Check Box if same as Officer in charge. Member making report ID	E00146 Signature	CP Position or rank	E1 Assignment	08 23 2019 Month Day Year

A FDID <u>02512</u> * State <u>NC</u> * Incident Date <u>08</u> <u>23</u> <u>2019</u> * Station <u>HQ</u> Incident Number <u>19-0001187</u> * Exposure <u>000</u> *	<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	NFIRS -2 Fire
B Property Details B1 <u>0001</u> <input type="checkbox"/> Not Residential Estimated Number of residential living units in building of origin whether or not all units became involved B2 <u>001</u> <input type="checkbox"/> Buildings not involved Number of buildings involved B3 <u> </u> <input checked="" type="checkbox"/> None Acres burned (outside fires) <input type="checkbox"/> Less than one acre	C On-Site Materials <input type="checkbox"/> None or Products Complete if there were any significant amounts of commercial, industrial, energy or agricultural products or materials on the Property, whether or not they became involved. Enter up to three codes. Check one or more boxes for each code entered. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> On-site material (1) <u> </u> On-site material (2) <u> </u> On-site material (3) <u> </u> </div> <div style="width: 35%;"> 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service </div> </div>	
D Ignition D1 <u>05</u> <u>Entrance way, lobby</u> Area of fire origin * D2 <u>UU</u> <u>Undetermined</u> Heat source * D3 <u>UU</u> <u>Undetermined</u> Item first ignited * 1 <input type="checkbox"/> Check Box if fire spread was confined to object of origin D4 <u>UU</u> <u>Undetermined</u> Type of material first ignited Required only if item first ignited code is 00 or <70	E1 Cause of Ignition <input type="checkbox"/> Check box if this is an exposure report. Skip to section G 1 <input type="checkbox"/> Intentional 2 <input type="checkbox"/> Unintentional 3 <input type="checkbox"/> Failure of equipment or heat source 4 <input type="checkbox"/> Act of nature 5 <input type="checkbox"/> Cause under investigation <input checked="" type="checkbox"/> Cause undetermined after investigation E2 Factors Contributing To Ignition <u>UU</u> <u>Undetermined</u> <input checked="" type="checkbox"/> None Factor Contributing To Ignition (1) <u> </u> <u> </u> Factor Contributing To Ignition (2)	
F1 Equipment Involved In Ignition <input checked="" type="checkbox"/> None If Equipment was not involved, skip to Section G <u>NNN</u> <u>None</u> Equipment Involved Brand <u> </u> Model <u> </u> Serial # <u> </u> Year <u> </u>	F2 Equipment Power <u> </u> <u> </u> Equipment Power Source F3 Equipment Portability 1 <input type="checkbox"/> Portable 2 <input type="checkbox"/> Stationary Portable equipment normally can be moved by one person, is designed to be use in multiple locations, and requires no tools to install.	G Fire Suppression Factors Enter up to three codes. <input type="checkbox"/> None <u> </u> <u> </u> Fire suppression factor (1) <u> </u> <u> </u> Fire suppression factor (2) <u> </u> <u> </u> Fire suppression factor (3)
H1 Mobile Property Involved <input checked="" type="checkbox"/> None 1 <input type="checkbox"/> Not involved in ignition, but burned 2 <input type="checkbox"/> Involved in ignition, but did not burn 3 <input type="checkbox"/> Involved in ignition and burned <u> </u> Mobile property model <u> </u> <u> </u> <u> </u> License Plate Number State VIN Number	H2 Mobile Property Type & Make <u>NN</u> <u>None</u> Mobile property type <u> </u> <u> </u> Mobile property make <u> </u> <u> </u> Year Local Use <input type="checkbox"/> Pre-Fire Plan Available Some of the information presented in this report may be based upon reports from other Agencies <input type="checkbox"/> Arson report attached <input type="checkbox"/> Police report attached <input type="checkbox"/> Coroner report attached <input type="checkbox"/> Other reports attached	

NFIRS-2 Revision 01/19/99

I1 Structure Type * If Fire was in enclosed building or a portable/mobile structure complete the rest of this form 1 <input checked="" type="checkbox"/> Enclosed Building 2 <input type="checkbox"/> Portable/mobile structure 3 <input type="checkbox"/> Open structure 4 <input type="checkbox"/> Air supported structure 5 <input type="checkbox"/> Tent 6 <input type="checkbox"/> Open platform (e.g. piers) 7 <input type="checkbox"/> Underground structure (work areas) 8 <input type="checkbox"/> Connective structure (e.g. fences) 0 <input type="checkbox"/> Other type of structure	I2 Building Status * 1 <input type="checkbox"/> Under construction 2 <input type="checkbox"/> Occupied & operating 3 <input type="checkbox"/> Idle, not routinely used 4 <input type="checkbox"/> Under major renovation 5 <input type="checkbox"/> Vacant and secured 6 <input checked="" type="checkbox"/> Vacant and unsecured 7 <input type="checkbox"/> Being demolished 0 <input type="checkbox"/> Other U <input type="checkbox"/> Undetermined	I3 Building * Height Count the ROOF as part of the highest story <div style="border: 1px solid black; padding: 2px; display: inline-block;">001</div> <small>Total number of stories at or above grade</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Total number of stories below grade</small>	I4 Main Floor Size* <div style="text-align: right;">NFIRS-3 Structure Fire</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">002</div> , <div style="border: 1px solid black; padding: 2px; display: inline-block;">500</div> <small>Total square feet</small> OR <div style="border: 1px solid black; padding: 2px; display: inline-block;">050</div> BY <div style="border: 1px solid black; padding: 2px; display: inline-block;">050</div> <small>Length in feet Width in feet</small>
J1 Fire Origin * <div style="border: 1px solid black; padding: 2px; display: inline-block;">001</div> <input type="checkbox"/> Below Grade <small>Story of fire origin</small>	J3 Number of Stories Damaged By Flame Count the ROOF as part of the highest story <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> Number of stories w/ minor damage (1 to 24% flame damage) <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> Number of stories w/ significant damage (25 to 49% flame damage) <div style="border: 1px solid black; padding: 2px; display: inline-block;">001</div> Number of stories w/ heavy damage (50 to 74% flame damage) <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> Number of stories w/ extreme damage (75 to 100% flame damage)		K Material Contributing Most To Flame Spread <input type="checkbox"/> Check if no flame spread OR same as material first ignited OR unable to determine Skip To Section I K1 <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Item contributing most to flame spread</small> K2 <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Type of material contributing most of flame spread Required only if item contributing code is 00 or <70</small>
J2 Fire Spread * 1 <input type="checkbox"/> Confined to object of origin 2 <input type="checkbox"/> Confined to room of origin 3 <input type="checkbox"/> Confined to floor of origin 4 <input checked="" type="checkbox"/> Confined to building of origin 5 <input type="checkbox"/> Beyond building of origin	L1 Presence of Detectors * <small>(In area of the fire)</small> N <input checked="" type="checkbox"/> None Present Skip to section M 1 <input type="checkbox"/> Present U <input type="checkbox"/> Undetermined		
L2 Detector Type 1 <input type="checkbox"/> Smoke 2 <input type="checkbox"/> Heat 3 <input type="checkbox"/> Combination smoke - heat 4 <input type="checkbox"/> Sprinkler, water flow detection 5 <input type="checkbox"/> More than 1 type present 0 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined		L3 Detector Power Supply 1 <input type="checkbox"/> Battery only 2 <input type="checkbox"/> Hardwire only 3 <input type="checkbox"/> Plug in 4 <input type="checkbox"/> Hardwire with battery 5 <input type="checkbox"/> Plug in with battery 6 <input type="checkbox"/> Mechanical 7 <input type="checkbox"/> Multiple detectors & power supplies 0 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined	L5 Detector Effectiveness Required if detector operated 1 <input type="checkbox"/> Alerted Occupants, occupants responded 2 <input type="checkbox"/> Occupants failed to respond 3 <input type="checkbox"/> There were no occupants 4 <input type="checkbox"/> Failed to alert occupants U <input type="checkbox"/> Undetermined
L4 Detector Operation 1 <input type="checkbox"/> Fire too small to activate 2 <input type="checkbox"/> Operated (Complete Section L5) 3 <input type="checkbox"/> Failed to Operate (Complete Section L6) U <input type="checkbox"/> Undetermined		L6 Detector Failure Reason Required if detector failed to operate 1 <input type="checkbox"/> Power failure, shutoff or disconnect 2 <input type="checkbox"/> Improper installation or placement 3 <input type="checkbox"/> Defective 4 <input type="checkbox"/> Lack of maintenance, includes cleaning 5 <input type="checkbox"/> Battery missing or disconnected 6 <input type="checkbox"/> Battery discharged or dead 0 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined	
M1 Presence of Automatic Extinguishment System * N <input checked="" type="checkbox"/> None Present Complete rest of Section M 1 <input type="checkbox"/> Present	M3 Automatic Extinguishment System Operation Required if fire was within designed range 1 <input type="checkbox"/> Operated & effective (Go to M4) 2 <input type="checkbox"/> Operated & not effective (M4) 3 <input type="checkbox"/> Fire too small to activate 4 <input type="checkbox"/> Failed to operate (Go to M5) 0 <input type="checkbox"/> Other U <input type="checkbox"/> Undetermined		M5 Automatic Extinguishment System Failure Reason Required if system failed 1 <input type="checkbox"/> System shut off 2 <input type="checkbox"/> Not enough agent discharged 3 <input type="checkbox"/> Agent discharged but did not reach fire 4 <input type="checkbox"/> Wrong type of system 5 <input type="checkbox"/> Fire not in area protected 6 <input type="checkbox"/> System components damaged 7 <input type="checkbox"/> Lack of maintenance 8 <input type="checkbox"/> Manual Intervention 0 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined
M2 Type of Automatic Extinguishment System * Required if fire was within designed range of ABS 1 <input type="checkbox"/> Wet pipe sprinkler 2 <input type="checkbox"/> Dry pipe sprinkler 3 <input type="checkbox"/> Other sprinkler system 4 <input type="checkbox"/> Dry chemical system 5 <input type="checkbox"/> Foam system 6 <input type="checkbox"/> Halogen type system 7 <input type="checkbox"/> Carbon dioxide (CO ₂) system 0 <input type="checkbox"/> Other special hazard system U <input type="checkbox"/> Undetermined		M4 Number of Sprinkler Heads Operating Required if system operated <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Number of sprinkler heads operating</small>	

NFIRS-3 Revision 01/19/99

Quote

SEND TO: City of New Bern

ATTN: Mr. Patrick Ezel

FROM: Josh Lane (EAE, Inc.)

JOB DESCRIPTION: Asbestos Abatement

SITE: 1117 H Street – New Bern, NC 28560

DATE: November 5, 2020



Assessments East Inc.

1. Asbestos Abatement	\$ 2,120.00
A. Asbestos Abatement of approx. 600 SF of exterior transite siding from the rear dormer and all gables of the burnt residence.	
2. Asbestos Disposal	\$ Included in price
A. Asbestos disposal using NC State waste manifest.	
Price Good For 180 Days	
TOTAL	\$ 2,120.00

450 Executive Parkway – New Bern, NC 28526

Office: (252)527-3052 Fax: (252)527-3055

450 Executive Parkway
New Bern, NC 28562 US
(252)527-3052
www.eae-inc.com



City of New Bern
300 Pollock Street
New Bern, NC 28560 US

7719	11/04/2020	\$250.00	11/04/2020	Due on receipt
------	------------	----------	------------	----------------

ACTIVITY	QTY	RATE	AMOUNT
Full Asbestos Inspection 1117 H Street, New Bern, NC 28560	1	250.00	250.00

Please Remit Payment To:
Enviro Assessments East, Inc.
450 Executive Parkway,
New Bern, NC 28562

BALANCE DUE

Federal Tax ID # 22-3864208

For Billing Questions:
Contact Josh Lane
(o) 252-527-3052
Josh@eae-inc.com

Late Charge of 1.5% After 30 Days or 18% Annual

NOTICE TO TERMINATE UTILITY SERVICE

WORK ORDER

ColNB W-S comp

To: Dalton Gaskins Water Sewage Department
Robert Bailey, Water Sewage Department
Vanessa Ellison, Water Sewage Department
Melissa Garris, Water Sewage Department
Andy Bronokowski, Water Sewage Department
From: Patrick Ezel, Building Inspector

*w-comp
g-comp*

Reference: TERMINATION OF UTILITY SERVICES

Date: 10-28-2020

Address: 1117 H St Parcel ID # 8-006-008 File # 15M470

WORK TO BE PERFORMED

_____ please terminate the water service ASAP due to the hazards found which effect the health, welfare, and safety to the general public.

X _____ please remove the water meter for Demolition purposes.

X _____ please cap off the sewage line due to scheduled demolition.

Patrick J Ezel

Patrick J Ezel

Building Inspector

252-639-2943

.....
Please complete this request form after the work has been done and return it via email to ezelp@newbernnc.gov or fax it to 252-635-4973

_____ Date work request was completed.

_____ Signature of employee that completed the work.

FOR DEMOLITION

billing@newbernnc.gov

NOTICE TO TERMINATE UTILITY SERVICE

WORK ORDER

To: Dalton Gaskins Water Sewage Department
Robert Bailey, Water Sewage Department
Vanessa Ellison, Water Sewage Department
Melissa Garris, Water Sewage Department
Andy Bronokowski, Water Sewage Department
From: Patrick Ezel, Building Inspector

Reference: TERMINATION OF UTILITY SERVICES

Date: 10-28-2020

Address: 1117 H St Parcel ID # 8-006-008 File # 15M470

WORK TO BE PERFORMED

_____ please terminate the water service ASAP due to the hazards found which effect the health, welfare, and safety to the general public.

X please remove the water meter for Demolition purposes.

X please cap off the sewage line due to scheduled demolition.

Patrick J Ezel

Patrick J Ezel

Building Inspector

252-639-2943

water meter was already removed

Please complete this request form after the work has been done and return it via email to ezelp@newbernnc.gov or fax it to 252-635-4973

10-28-20 Date work request was completed.

John D. ... #169 Signature of employee that completed the work.

FOR DEMOLITION

billing@newbernnc.gov

E-MAILED OCT 30 2020

NOTICE TO TERMINATE UTILITY SERVICE

WORK ORDER

To: Dalton Gaskins Water Sewage Department
Robert Balley, Water Sewage Department
Vanessa Ellison, Water Sewage Department
Melissa Garris, Water Sewage Department
Andy Bronokowski, Water Sewage Department
From: Patrick Ezel, Building Inspector

AB

*PK
11/5/20*

Reference: TERMINATION OF UTILITY SERVICES

Date: 10-28-2020

Address: 1117 H St Parcel ID # 8-006-008 File # 15M470

WORK TO BE PERFORMED

_____ please terminate the water service ASAP due to the hazards found which effect the health, welfare, and safety to the general public.

X please remove the water meter for Demolition purposes.

X please cap off the sewage line due to scheduled demolition.

Patrick J Ezel

Patrick J Ezel

Building Inspector

252-639-2943

Please complete this request form after the work has been done and return it via email to ezelp@newbernnc.gov or fax it to 252-635-4973

11/5/2020 Date work request was completed.

[Signature]

Signature of employee that completed the work.

FOR DEMOLITION

blilling@newbernnc.gov

PNG Gas Comp

PNG

SERVICE TERMINATION

401 Executive Parkway, New Bern, NC 28562/ Fax: 252-638-4718

After completion of this section, Inspections Department will fax the request.

DEMOLITION LOCATION: 1117 H St, New Bern, NC Date: 10-28-2020
SERVICE ADDRESS: 1117 H St Parcel ID # 8-006-008 File # 15M470
TOWN/CITY: NEW BERN, NC
CONTRACTOR:
NAME:
ADDRESS: FAX

INSPECTIONS: Patrick Ezel *Patrick J Ezel*
INSPECTION DEPARTMENT PO BOX 1129 NEW BERN NC 28563
TELEPHONE: 252-639-2943 FAX 252-635-4973
RETURN RELEASE BY FAX A.S.A.P. Or email to: ezelp@newbernnc.gov

Comments:

SIGNED: TITLE
DATE:

CAM USE

PREMISE NUMBER: METER NUMBER: UTILITY CONTACT
NUMBER: OPS CENTER:

Please call N.C. ONE CALL at 1-800-632-4949 prior to any demolition or excavation work, so gas facilities can be located within private easements and public right-of-ways.

FOR DEMOLITION

Trudy.Tyras@duke-energy.com
michael.thornton@duke-energy.com

PNG

SERVICE TERMINATION

401 Executive Parkway, New Bern, NC 28562/ Fax: 252-638-4718

After completion of this section, Inspections Department will fax the request.

DEMOLITION LOCATION: 1117 H St, New Bern, NC Date: 10-28-2020
SERVICE ADDRESS: 1117 H St Parcel ID # 8-006-008 File # 15M470
TOWN/CITY: NEW BERN, NC
CONTRACTOR:
NAME:
ADDRESS: FAX

INSPECTIONS: Patrick Ezel *Patrick J Ezel*
INSPECTION DEPARTMENT PO BOX 1129 NEW BERN NC 28563
TELEPHONE: 252-639-2943 FAX 252-635-4973
RETURN RELEASE BY FAX A.S.A.P. Or email to: ezelp@newbernnc.gov

Comments:

SIGNED: *Logan T Peede* TITLE Ops Tech
DATE: 11/4/2020

CAM USE

PREMISE NUMBER: METER NUMBER: UTILITY CONTACT
NUMBER: OPS CENTER:

Please call N.C. ONE CALL at 1-800-632-4949 prior to any demolition or excavation work, so gas facilities can be located within private easements and public right-of-ways.

FOR DEMOLITION

Trudy.Tyras@duke-energy.com
michael.thornton@duke-energy.com

Patrick Ezel

From: Patrick Ezel
Sent: Monday, November 2, 2020 10:05 AM
To: Toby Hare; Daryl Nelson
Cc: Matthew Boswell
Subject: RE: Demo Estimate 1117 H St Parcel ID# 8-006-008 File # 15 M 470

Thank you sir, I Have added this to the file.

Patrick J. Ezel
Building Inspector 1
Minimum Housing Officer
Cell – 252-671-1781
Office – 252-639-2943
303 First Street
New Bern, NC
28560

From: Toby Hare <haret@newbernnc.gov>
Sent: Friday, October 30, 2020 9:30 AM
To: Patrick Ezel <ezelp@newbernnc.gov>; Daryl Nelson <nelsondr@newbernnc.gov>
Cc: Matthew Boswell <boswellm@newbernnc.gov>
Subject: RE: Demo Estimate 1117 H St Parcel ID# 8-006-008 File # 15 M 470

Cost of demolition on this house will be \$8500.00 Thanks

From: Patrick Ezel <ezelp@newbernnc.gov>
Sent: Thursday, October 29, 2020 9:29 AM
To: Daryl Nelson <nelsondr@newbernnc.gov>; Toby Hare <haret@newbernnc.gov>
Cc: Matthew Boswell <boswellm@newbernnc.gov>
Subject: Demo Estimate 1117 H St Parcel ID# 8-006-008 File # 15 M 470

Gentlemen,

When you have time, can we get a demolition estimate on 1117 H St? Thank you again.

Patrick J. Ezel
Building Inspector 1
Minimum Housing Officer
Cell – 252-671-1781
Office – 252-639-2943
303 First Street
New Bern, NC
28560

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

----- If

Aldermen

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



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

Memorandum

TO: Mayor Dana Outlaw
FROM: Brenda Blanco, City Clerk *BB*
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 and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: December 29, 2020

SUBJECT: Appointment to Redevelopment Commission

Jaimee Bullock Mosley resigned from the Redevelopment Commission on December 8, 2020. A new appointment is needed to fill the remainder of her term, which expires on August 14, 2021.

/beb

December 8, 2020

VIA HAND DELIVERY

Chairwoman Theresa Lee
303 First Street
New Bern, North Carolina 28563

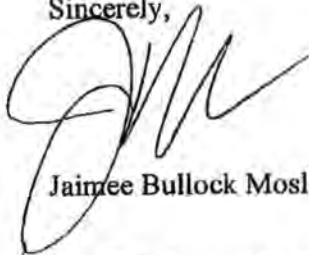
Dear Chairwoman Lee,

It has been my great privilege to serve the Greater Duffyfield Community alongside my fellow commissioners over the past two years. Together we have worked diligently to help the residents and stakeholders of the Greater Duffyfield Community begin to accomplish goals and overcome challenges. I believe the Redevelopment Commission will carry on its important work and will continue to be good stewards of the public trust.

Unfortunately, I am unable to continue to support the citizens of the Greater Duffyfield Community and the efforts of the Redevelopment Commission in my current capacity as vice chair of the Commission. I relocated to the City of Havelock in late June 2020. Per the Ordinance Creating the Redevelopment Commission of the City of New Bern, section 3, all members of the Redevelopment Commission of the City of New Bern shall be residents of the City of New Bern. I will lose my status as a resident of the City of New Bern at the end of December. By operation of law, I will lose my eligibility to serve alongside you.

Rest assured, I intend to submit my talents, skills, and time to support the Commission as a native New Bernian and as someone who feels passionately about the great work we have undertaken. Please call upon me if I can be of service to the Commission, the community, or the City in any way. I firmly believe the saying, "Those who have begun a good work will finish it." The Redevelopment Commission has begun an excellent work. I believe I will witness the impact of the collaboration of Redevelopment Commission and our community partners for generations to come. Thank you for an opportunity to serve.

Sincerely,



Jaimee Bullock Mosley

Cc: The Honorable Dana Outlaw, Mayor
The Honorable Sabrina Bengel, Ex-Officio Member, Alderman of Ward 1
The Honorable Jameesha Harris, Ex-Officio Member, Alderwoman of Ward 2
The Honorable Barbara Best, Ex-Officio Member, Alderman of Ward 5
Jeff Ruggieri, Director of Development Services



Yearly Municipal Appointment

Please use this form to appoint or reappoint a representative from your municipality to actively serve on the Eastern Carolina Council General Membership Board. You may submit this form via email (eccadmin@eccog.org), fax (252-638-3187), or mail (P.O. Box 1717, New Bern, NC 28563-1717). For questions or concerns please contact Leighann Morgan, Deputy Finance Director, at 252-638-3185 ext. 3001 or eccadmin@eccog.org. Please complete this form and convey it to us ASAP so that we may extend an invitation to this individual to attend our next meeting.

Municipality: City of New Bern

We here do appoint _____ to serve on the
(Name of Appointment)
Eastern Carolina Council General Membership Board.

Contact information:

Title: _____
Mailing Address: _____
City and Zip: _____
Home Phone: _____
Cell Phone: _____
Email: _____

Date

Signature

Title