

AMENDED
CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 09, 2022 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET

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

Consent Agenda

4. Consider Approving a Proclamation for New Bern High School's Class of 1972 50th Reunion.
5. Consider Approving a Proclamation for the Unlock Our Vote Freedom Summer Tour.
6. Consider Adopting a Resolution Amending the Street Closure for Religious Community Services' 40th Birthday Block Party.
7. Consider Adopting a Resolution Closing Roundtree Street for Unlock Our Vote Freedom Summer Tour Event.
8. Approve Minutes.

9. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 434 Riverside Drive.
10. Consider Adopting a Resolution Approving the CDBG Annual Action Plan.
11. Consider Adopting an Ordinance to Amend the Entitlement Cities Community Development Block Grant ("CDBG") Fund.
12. Consider Adopting a Resolution Initiating the Upset Bid Process for 612 Second Avenue.
13. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Amellia Jenkins, and the City of New Bern for 2803 Aycock Avenue.

14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with the NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029.
15. Consider Adopting a Resolution Adding Taberna Way to the NC Department of Transportation's Secondary Road System.
16. Consider Adopting a Resolution Approving a Policy for Placing of Monuments, Memorials, Markers and Plaques.
17. Consider Adopting a Resolution to Award the Southeast Water System Improvements Project.
18. Consider Adopting an Ordinance to Amend the Southeast Water System Improvements Project Fund.
19. Consider Adopting a Resolution Approving a Utility Construction Agreement with the NC Department of Transportation for Project U-5713 / R-5777A&B.
20. Consider Adopting an Ordinance to Establish the NCDOT Water & Sewer Improvements Project Fund.
21. Consider Adopting a Resolution Approving a License Agreement with The New Bern Area Improvements Association for 800 Cedar Street.
22. Consider Adopting a Budget Ordinance Amendment for FY22-23.
23. Consider Adopting an Ordinance for the Demolition of 1116 Grace Street.
24. Appointment(s).
25. Attorney's Report.
26. City Manager's Report.
27. New Business.
28. Closed Session.
29. Adjourn.

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



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A Ostrom
Director of Finance

Memo to: Mayor and Board of Aldermen
From: Foster Hughes, City Manager
Date: August 04, 2022
Re: August 09, 2022 Agenda Explanations – Amended 08/08/22

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

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

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

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

Consent Agenda

4. Consider Approving a Proclamation for New Bern High School's Class of 1972 50th Reunion.

Jeanette Cooper has requested a proclamation for the upcoming 50th reunion of the New Bern High School Class of 1972.

5. Consider Approving a Proclamation for the Unlock Our Vote Freedom Summer Tour.

Alderwoman Harris, on behalf of Young Urban Professionals ENC ("YUP-ENC"), requested a proclamation observing the Unlock Our Vote Freedom Summer Tour that will be observed in New Bern on August 14, 2022.

6. Consider Adopting a Resolution Amending the Street Closure for Religious Community Services' 40th Birthday Block Party.

(Ward 1) The Board adopted a resolution on June 28, 2022 approving the closure of the 800-1000 blocks of George Street on August 13, 2022 from 4 p.m. until 9 p.m. for RCS' 40th birthday block party. The organizer has requested the time be amended to reflect 2 p.m. until 10 p.m. to allow for set up and breakdown of the event. A memo from Kari Warren, Interim Director of Parks and Recreation, is attached along with a copy of the previously adopted resolution and map of the area to be closed.

7. Consider Adopting a Resolution Closing Roundtree Street for Unlock Our Vote Freedom Summer Tour Event.

(Ward 1) Talina Massey, Organizer with Craven County Second Chance Alliance and YUP-ENC, has requested the 500 block of Roundtree Street be closed to vehicular traffic on August 14, 2022 from 12 p.m. until 8 p.m. for the Unlock Our Vote Freedom Summer Tour event. A memo from Mrs. Warren is attached.

8. Approve Minutes.

Draft minutes from the July 12, 2022 meeting are provided for review and approval.

9. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 434 Riverside Drive.

(Ward 1) Stephen and Phyllis Epperson submitted a petition to annex the property at 434 Riverside Drive in Township 2 (Bridgeton). The property is a vacant 0.29-acre residential tract. After conducting a public hearing, the Board is asked to consider the request to annex. A memo from Brenda Blanco, City Clerk, is attached.

10. Consider Adopting a Resolution Approving the CDBG Annual Action Plan.

Each year, the US Department of Housing and Urban Development (“HUD”) requires Entitlement Cities to submit Annual Action Plans as an application for funding. The plan summarizes the actions, activities and specific resources that will be used to address needs and goals in the Strategic Plan. The City’s funding allocation for the 2022 program year is \$269,786. A draft plan was put on display for 30 days, and a public hearing was conducted at the July 12, 2022 meeting of the Governing Board. The draft plan has since been updated to incorporate several suggestions. It now provides \$200,829 for housing rehabilitation, \$15,000 for the bus shelter project, and \$53,957 for administrative costs. A memo from D’Aja Fulmore, Community Development Coordinator, is attached.

11. Consider Adopting an Ordinance to Amend the Entitlement Cities Community Development Block Grant (“CDBG”) Fund.

This budget ordinance amends the Entitlement Cities CDBG Fund to recognize grant revenues of \$269,786. A memo from Kim Ostrom, Director of Finance, is enclosed.

12. Consider Adopting a Resolution Initiating the Upset Bid Process for 612 Second Avenue.

(Ward 2) Rise Up New Bern, LLC has submitted an offer of \$2,022 for the purchase of 612 Second Avenue. The vacant lot is a 0.050-acre parcel valued at \$4,000, and the offer represents more than 50% of the value. The property was acquired jointly by the City and County through tax foreclosure in December 2016. At that time, the unpaid taxes, interest, penalties, and costs due to the County were \$3,527 and the amount due the City was \$2,850.33. The City also had a lien assessment in the amount of \$4,860. If the property is sold for the initial bid, the City is projected to receive \$1,123.27 and the County is projected to receive \$898.73. The City will also receive reimbursement of the advertising costs.

This property is in the boundary of the Redevelopment Commission. On behalf of Rise Up New Bern, Mark Roberts made a presentation at the Commission’s May 11, 2022 meeting. After determining Mr. Roberts’ plans for the property were consistent with the Redevelopment Plan, the Commission unanimously approved a recommendation for the Board of Aldermen to initiate the upset bid process. Memos from Ms. Blanco and Matt Schelly, Interim Director of Development Services, are attached. .

13. Consider Adopting a Resolution Approving a General Warranty Deed Between Habitat for Humanity of Craven County NC, Amellia Jenkins, and the City of New Bern for 2803 Aycock Avenue.

(Ward 2) On September 24, 2019, the City approved the conveyance of 2803 Aycock Avenue to Habitat for Humanity for the purpose of developing affordable housing for low and moderate-income families. Habitat has subsequently

constructed a home on the property and intends to transfer the home to a buyer. By executing a deed to transfer ownership to the buyer, the City will release any rights retained under a Transfer and Reversion Agreement between the City and Habitat. A memo from Jaimee Bullock Mosley, Assistant City Attorney, is attached.

14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with the NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029.

(Wards 2 and 5) The City has been awarded \$964,807 from the NC Department of Public Safety – Division of Emergency Management to acquire and demolish 8 structures that were substantially damaged during Hurricane Florence. Ownership of the properties will be transferred to the City with restrictions imposed to prohibit future structures on the sites. A memo from Mr. Schelly is attached.

15. Consider Adopting a Resolution Adding Taberna Way to the NC Department of Transportation's Secondary Road System.

(Ward 3) As part of the Highway 70 improvements, NCDOT is planning to alter the intersection of Taberna Way and Highway 70. To facilitate this, NCDOT has requested the City petition for a 0.09-mile portion of Taberna Way to be added to the State Maintained Secondary Road System. The portion of roadway begins at the Highway 70 entrance of Taberna and ends approximately 20' west of the centerline of the railroad tracks. A memo from George Chiles, Interim Director of Public Works, is attached.

16. Consider Adopting a Resolution Approving a Policy for Placing of Monuments, Memorials, Markers and Plaques.

A policy is proposed to provide the Governing Board, staff, and the public with guidelines for consideration of commemorative items to be placed on City-owned property. The Board is asked to review and consider adopting the policy. A memo from Mrs. Warren is attached.

17. Consider Adopting a Resolution to Award the Southeast Water System Improvements Project.

(Ward 3) As demand increases, the corridors of Old Airport Road, Waterscape Way and Wilcox Road will be unable to provide an adequate supply of water for domestic and fire-flow use. The water system in both corridors has been constructed linearly which has created two dead-ends that are not loop-fed with any other part of the system. This creates unfavorable conditions from both a hydraulic and water quality perspective. Thus, the Southeast Water System Improvements project was established to address the infrastructure needs. The project was put out for bid, and six responses were received. Herring-Rivenbark, Inc. submitted the lowest bid at \$795,942.75. It is recommended the project be awarded to this bidder and that the City Manager be authorized to execute a contract and any change orders. A memo from Jordan Hughes, City Engineer, is attached.

18. Consider Adopting an Ordinance to Amend the Southeast Water System Improvements Project Fund.

(Ward 3) The Southeast Water System Improvements Project was established on March 22, 2022 and initially funded with \$488,400. As described in the previous item, the lowest bid for the project was \$795,942.75. Therefore, it is recommended the project fund be increased to \$875,000 to cover the estimated construction cost and provide a 10% contingency for any unforeseen issues that may arise. This amendment will transfer \$386,600 from the Water Fund to the project. Memos from Kim Ostrom, Director of Finance, and Jordan Hughes are attached.

19. Consider Adopting a Resolution Approving a Utility Construction Agreement with the NC Department of Transportation for Project U-5713 / R-5777A&B.

NCDOT is currently working on significant improvements to the Highway 70 corridor in James City. Several existing water and sanitary sewer lines will need to be relocated to accommodate the highway improvements. NCDOT will include the relocation of the infrastructure in their project contracts. At the conclusion of the construction, the City will reimburse NCDOT for a portion of the relocation costs as required by state statute. The total cost of the relocation work is \$13,049,714.50, of which the City is required to reimburse \$2,230,714.75. A Utility Construction Agreement between NCDOT and the City establishes the responsibilities of each party with respect to the relocation of the water and sewer lines. A memo from Jordan Hughes is attached.

20. Consider Adopting an Ordinance to Establish the NCDOT Water & Sewer Improvements Project Fund.

In conjunction with the previous item, this ordinance will establish the NCDOT Water & Sewer Improvements Project Fund. The project will be funded with \$900,000 from the Water Capital Reserve, \$761,365 from the Sewer Capital Reserve, and \$569,350 from the Sewer Fund. Memos from Mrs. Ostrom and Jordan Hughes are attached.

21. Consider Adopting a Resolution License Approving a License Agreement with The New Bern Area Improvements Association for 800 Cedar Street.

(Ward 1) On July 23, 2019, the Board approved a license agreement with The New Bern Area Improvements Association for use of the Omega Center at 800 Cedar Street. The facility has been used by Parks and Recreation to offer recreational programs in lieu of programs previously offered at Stanley White Recreation Center ("SWRC") prior to its damage during Hurricane Florence. The term of the agreement was three years at a rate of \$85,000. That agreement will expire on August 31, 2022. Parks and Recreation would like to continue using the facility until the new SWRC is completed. Thus, a new license agreement is proposed for a period of 18 months at a rate of \$42,500. The Omega Center shall continue to provide all water, sewer, and electric utilities, but the City will reimburse the cost of

those utilities on a monthly basis at a sum equal to 57.14% of each utility bill. Additionally, the Omega Center will be responsible for all routine repairs and maintenance on the property. The City will be responsible for mowing and maintaining the grass and landscaping. A memo from Mrs. Warren is attached.

22. Consider Adopting a Budget Ordinance Amendment for FY22-23.

This amendment appropriates \$42,500 from the General Fund to extend the license agreement for the use of the Omega Center. Additionally, \$197,700 is appropriated from fund balance for increased insurance costs. The Water Fund will transfer \$386,600 from fund balance for the Southeast Water System Improvements Project Fund. Lastly, transfers of \$900,000 from the Water Capital Reserve Fund, \$761,365 from the Sewer Capital Reserve Fund, and \$569,350 from the Sewer Fund will be made to the NCDOT Water & Sewer Improvements Project Fund. A memo from Mrs. Ostrom is attached.

23. Consider Adopting an Ordinance for the Demolition of 1116 Grace Street.

(Ward 5) On November 22, 2021, the owners of 1116 Grace Street were properly served with a complaint alleging the structure was unfit for human habitation. The owners were ordered to demolish or repair the dwelling by December 27, 2021. To date, no permits have been applied for and the structure remains noncompliant. Pictures of the property and a complete list of chronological events is attached along with a memo from Mr. Schelly. Public Works estimates the cost of demolition at \$8,000.

24. Appointment(s).

- (a) John Blackwelder has resigned from the Historic Preservation Commission. Alderman Odham is asked to make an appointment to serve out the remainder of the term, which expires on June 30, 2024.
- (b) Appointees to the Dangerous Dog Board must be a NC licensed veterinarian, professional dog obedience trainer, or registered veterinary technician. Currently, the three seats on this board are filled by Dr. Steve Stelma, Dr. Bobbi Kotrba, and Dona Baker. Their terms will expire in August, and each one is willing to continue serving. The Board is asked to consider reappointing these individuals or make new appointments.
- (c) In 2021, Mayor Outlaw reappointed Bill Frederick to the Friends of the Firemen's Museum Board. Mr. Frederick was a longtime member of the Board and served it well. Unfortunately, he passed away in June. Mayor Outlaw is asked to make a new appointment to fill the remainder of Mr. Frederick's term, which will expire on April 22, 2024.

25. Attorney's Report.

26. City Manager's Report.

27. New Business.

28. Closed Session.

29. Adjourn.

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



MAYOR'S OFFICE PROCLAMATION

WHEREAS, alumni from the New Bern High School Class of 1972 will gather together on September 30, 2022 through October 01, 2022 to celebrate their 50-year class reunion; and

WHEREAS, the New Bern High School class of 1972 was and still is the largest class to turn its tassels; the class was 539 students strong; and

WHEREAS, this class should be noted as one of the highest achieving classes in all fields; and

WHEREAS, members of the Class of 1972 participated in many school activities, such as athletics, the Human Relations Committee, WHRC, Pep Club, National Honor Society, French Club, Spanish Club, Art Club, Senior Science Club, G.A.C., Monogram Club, Bible Club, Talisman Players, FHA, FTA, FBLA, Bear Club, DECA, VICA, Concert Choir, Mixed Chorus, Advanced Girls' Glee Club, NBHS Band, and the Bus Drivers' Club; and

WHEREAS, classmates will remember all the fun times they had, such as the "heavenly" atmosphere that surrounded them for the much anticipated Junior-Senior dance, the homecoming parade and football game, and meeting at the Charburger for some of the best burgers around; and

WHEREAS, although the reunion will be a time of joy with the opportunity to see old friends and remember good times, it will also be an opportunity to recall past friendships with the 84 who are confirmed deceased; and

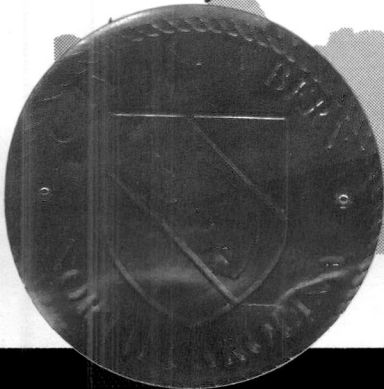
NOW, THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim that the weekend of September 30, 2022 through October 01, 2022 is a time to observe the

50TH REUNION OF NEW BERN HIGH SCHOOL CLASS OF 1972

and the City of New Bern is hopeful that this 50-year reunion will be a memorable and enjoyable time for all who attend.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 9th day of August in the year of our Lord Two Thousand and Twenty-Two.

Dana E. Outlaw, Mayor





MAYOR'S OFFICE PROCLAMATION

WHEREAS, as a result of the litigation of *CSI v. Moore*, effective July 27, 2022, any individual on probation, parole, or post-release supervision is immediately eligible to register and vote; and

WHEREAS, this development unlocks the votes of 55,000 North Carolinians; and

WHEREAS, with so many key issues on the ballot, now is the time for as many people as possible to use their vote to make their voice heard; and

WHEREAS, community organizers across the state are hosting voter information and registration drives to make the public aware of this change and help facilitate the registration of many newly-eligible voters; and

WHEREAS, similar to the Ban the Box campaign that aimed to remove the check box on job applications that asks if the applicant has a criminal record, this action is another step forward in the effort to eliminate disenfranchisement.

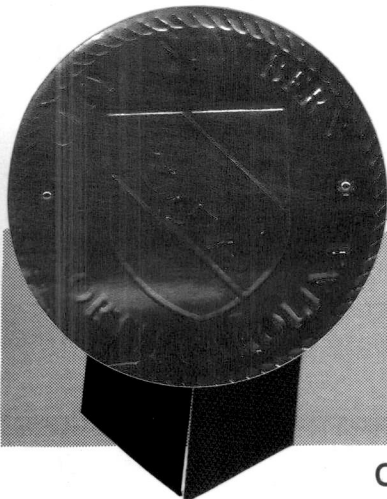
NOW, THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim August 14, 2022 as a day to observe the

UNLOCK OUR VOTE FREEDOM SUMMER TOUR

at a drive hosted by the Craven County Second Chance Alliance, Young Urban Professionals of Eastern North Carolina, and Wash Away Unemployment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 9th day of August in the year of our Lord Two Thousand and Twenty-Two.

Dana E. Outlaw, Mayor



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Amend the Street Closure for Religious Community Services' 40th Birthday Block Party

Date of Meeting: 8/9/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The Board previously approved a request to close the 800-1000 blocks of George Street from 4 p.m. until 9 p.m., on Saturday, August 13, 2022, for Religious Community Services' 40th Birthday Block Party. The organizer has requested the time be amended to reflect 2 p.m. until 10 p.m. to allow for set up and breakdown.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map - Petition

Is item time sensitive? Yes No

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

Cost of Agenda Item: 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: N/A



PARKS & RECREATION

Family, fitness and fun come together here.

Kari Warren, CPRP
Interim Director of Parks & Recreation



Aldermen

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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

Memo To: Mayor and Board of Aldermen

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

Date: July 29, 2022

Re: Street Closures for Religious Community Services 40th Birthday Block Party.

Background Information:

On June 28, 2022, the Board approved a request from Religious Community Services to close the 800-1000 blocks of George Street to vehicular traffic from 4:00 p.m. until 9:00 p.m. on Saturday, August 13, 2022, for Religious Community Services' 40th Birthday Block Party. The organizer has subsequently realized they failed to include ample time to set up and breakdown for the event.

If the block party is cancelled due to inclement weather, it will not be rescheduled per the event organizer.

Recommendation:

The Interim Director of Parks and Recreation recommends the Board consider adopting a resolution that amends the time of the street closure to reflect 2:00 p.m. to 10:00 p.m.

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

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

RESOLUTION

THAT WHEREAS, the Board adopted a resolution on June 28, 2022 approving the closure of the 800-1000 blocks of George Street to vehicular traffic from 4:00 p.m. to 9:00 p.m. on Saturday, August 13, 2022 for Religious Community Services' 40th Birthday Block Party; and

WHEREAS, the request for the street closure failed to include time for set up and take down, and the organizer has requested that the time of the street closure be amended to allow for such preparation.

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

That the 800-1000 blocks of George Street be closed to vehicular traffic from 2:00 p.m. until 10:00 p.m. on August 13, 2022, for Religious Community Services' 40th Birthday Block Party.

ADOPTED THIS 9th DAY OF AUGUST 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

RESOLUTION

THAT WHEREAS, Religious Community Services has scheduled a 40th Birthday Block Party and requested the 800-1000 blocks of George Street be closed to vehicular traffic from 4:00 p.m. to 9:00 p.m. on Saturday, August 13, 2022; and

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

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

That 800-1000 blocks of George Street be closed to vehicular traffic from 4:00 p.m. until 9:00 p.m. on August 13, 2022, for Religious Community Services' 40th Birthday Block Party.

ADOPTED THIS 28th DAY OF JUNE 2022.



DANA E. OUTLAW, MAYOR



BRENDA E. BLANCO, CITY CLERK

Block Party



Color Run

~~Color Run~~



RCS 40th Birthday Block Party Signatures
Road Closure Request/Resident Notification of Event
Residents notified of Color Run/Event

Religious Community Services
August 13, 2022 10am-10:30pm

Sheila Momi 1000 George Street 4-27-22
Name (Signature) Address Date

Jovisa McGovern 811 George St. - CCSS 4-27-22
Name (Signature) Address Date

Aesha Adams 723 Cypress St 4-27-22
Name (Signature) Address Date

XXX 727 Cypress Street 4/27/22
Name (Signature) Address Date

Roderick Brown 722 Cypress 722 Cypress
Name (Signature) Address Date

[Signature] 908 George St 4/28/22
Name (Signature) Address Date

Macy Harris 504 Guion St. 4/28/22
Name (Signature) Address Date

Santana J. Dixon 1001 F Street 4/28/22
Name (Signature) Address Date

[Signature] 1019 F St. 4/28/22
Name (Signature) Address Date

Sam Mung 722 WAST 4/29-22
Name (Signature) Address Date

Tony Bayant 819 Cypress St (FMBL) 4/29/22
Name (Signature) Address Date

Bennetta Singleton 728 West A Street 4/30/2022
Name (Signature) Address Date

James Best White 1012 N. Bern St

Vacant/Empty Homes

Address:

W A Street

F Street

Burn Street

n Burn Street

1003 empty

720

718

716

708

1004

1002

See additional signature page and map.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a street for Craven County Second Chance Alliance YUP ENC Unlock Our Vote Freedom Summer Tour.

Date of Meeting: 8/9/2022	Ward # if applicable: Ward 2
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Craven County Second Chance Alliance YUP ENC has requested to close the 500 block of Roundtree Street to vehicular traffic from 12:00 p.m. until 8:00 p.m., on Sunday, August 14, 2022, for Craven County Second Alliance YUP ENC Unlock Our Vote Freedom Summer Tour.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map - Petition

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

Cost of Agenda Item: 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: N/A



NEW BERN
PARKS & RECREATION

Family, fitness and fun come together here.

Kari Warren, CPRP
Interim Director of Parks & Recreation



Aldermen

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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

Memo To: Mayor and Board of Aldermen

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

Re: Street Closures for Craven County Second Chance Alliance YUP ENC
Unlock Our Vote Freedom Summer Tour.

Background Information:

Craven County Second Chance Alliance has made a request to close the 500 block of Roundtree Street to vehicular traffic from 12:00 p.m. until 8:00 p.m. on Sunday, August 14, 2022, for Craven County Second Chance Alliance YUP ENC Unlock Our Vote Freedom Summer Tour.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Craven County Second Chance Alliance YUP ENC has requested that the 500 block of Roundtree Street be closed to vehicular traffic from 12:00 p.m. until 8:00 p.m. on Sunday, August 14, 2022, for Unlock Our Vote Freedom Summer Tour; and

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

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

That the 500 block of Roundtree Street be closed to vehicular traffic from 12:00 p.m. until 8:00 p.m. on August 14, 2022, for the Unlock Our Vote Freedom Summer Tour.

ADOPTED THIS 9th DAY OF AUGUST 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Unlock Our Vote
Freedom Summer Tour
August 14, 2022

Legend

 Roundtree St

500 block of Roundtree Street

Reisenstein St

Darst Ave

Raynor Dr

Roundtree St

2 trashcans

Roundtree St

P&R Wood Stage

Vendors
Roundtree St

Kilmarnock St

Queen St

2 trashcans

Queen St

Broad St

Broad St

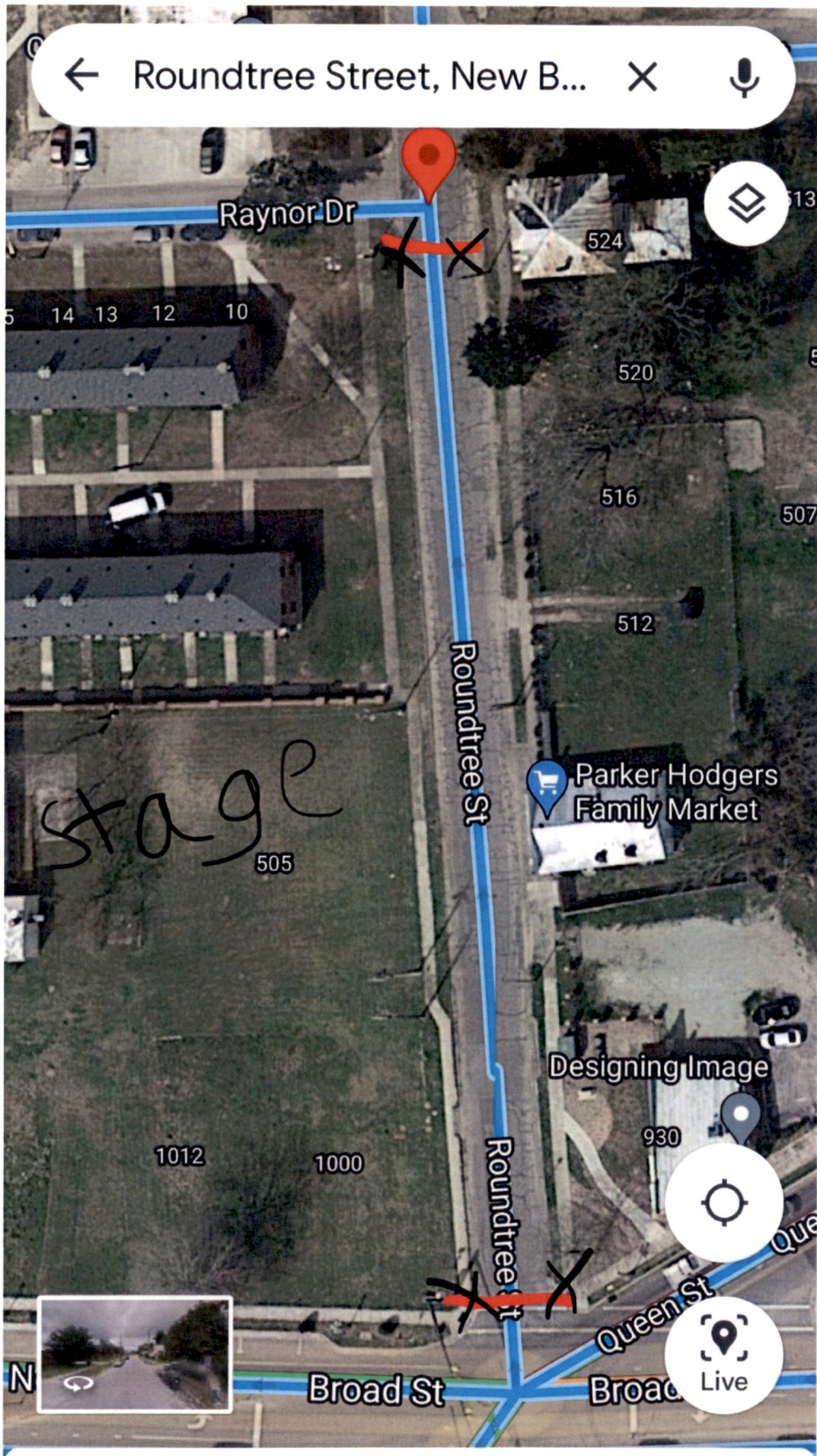
Neuse Blvd

Google Earth



200 ft

← Roundtree Street, New B... X




Roundtree St

 Directions

 Start

 Save

 Share

CITY OF NEW BERN

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

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

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

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

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

Name of Event/Activity: Unlock Our Vote Freedom Summer Tour: Craven County
Organization Name: Craven County Second Chance Alliance / YUP ENC
Responsible Contact: Talina Massey
Address: PO Box 14485
City: New Bern State: NC Zip code: 28561
Phone: 716-367-9950 Alternate Phone:
Email: info@yup-enc.org

Type of Event: [] Demonstration [x] Festival [] Parade
Date of Event: 08/14/2022 Proposed Rain Date: None

Event Set up time: 12pm Event Tear Down Completed Time: 8PM
Event Start Time: 2PM Event End Time: 6PM

500
Block
Roundtree
St.

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
1000 Broad Street - 524 Roundtree Street

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

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)
Voter registration, and small job fair, small musical entertainment

Estimated attendance: 500 ; Attendance not to exceed: 500

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

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

How will you handle trash generated from the event?

We are requesting # 4 trash cans.

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

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

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

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

*What Street(s) are you requesting to close? Be specific: 1000 Roundtree Street - 524 Roundtree Street

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

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

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

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

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

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

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

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

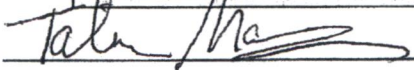
The following items are required within **two (2) business days of the event or event shall be cancelled:**

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

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

The following items must be submitted with Application:

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


Authorized Signature

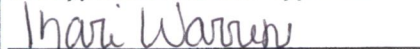
07/28/2022
Date

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

Administrative Support Supervisor

Date

This application has been approved.


Director of Parks & Recreation

7-29-2022
Date

Total Anticipated Charges	
Barricades:	# <u>4</u> \$ <u>20.00</u>
Trash Collection:	\$ _____
City Staff:	# <u>4</u> \$ <u>176.00</u>
Vendor Fees	# _____ \$ _____
Park/Facility Rental:	\$ _____
Total Due:	\$ <u>196.00</u>

- Have HOA's been notified? Yes No Spoke with: email permission
- Approved by Department Date: 7-29-22 Staff Initials: KW
- Submitted for Board Approval Date: 7-29-22 Staff Initials: KW
- All Paperwork collected Date: _____ Staff Initials: _____
- All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event
 Yes No
Updated 6-3-2019



Jameesha Harris <jameesha.harris@gmail.com>

Freedom Summer Tour

rickfisher70@gmail.com <rickfisher70@gmail.com>
To: Jameesha Harris <jameesha.harris@gmail.com>

Thu, Jul 28, 2022 at 1:18 PM

I support the event, and I have no issue with the city putting the small wooden stage on the property and utilizing the property for the community event that you have described below. I applaud your intention to provide a job fair and to facilitate voter registration; both are excellent causes.

Thanks for what you are doing. I hear so much good about your personal offering of service to others.

Blessings to you all!

[Quoted text hidden]



Jameesha Harris <jameesha.harris@gmail.com>

Freedom Summer Tour

Kurtis Stewart <kstewart@millenniumsportsmg.com>
To: Jameesha Harris <jameesha.harris@gmail.com>

Thu, Jul 28, 2022 at 12:39 PM

No issue from Broad Street take out.

Kurtis Stewart
President
1003 Mulford Ct. # 754
Knightdale NC 27545
Millennium Sports Management Group LLC
Office: (919) 809-7070 Fax: (919) 443-2422
www.millenniumsportsmg.com
kstewart@millenniumsportsmg.com

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Jameesha Harris <jameesha.harris@gmail.com>

Freedom Summer Tour

Cruz, Iliana <iliana.cruz@presmgmt.com>
To: Jameesha Harris <jameesha.harris@gmail.com>
Cc: "Adams, Debra" <debra.adams@presmgmt.com>

Thu, Jul 28, 2022 at 1:49 PM

Good afternoon Mrs. Harris

We glad to let you used our property. I am including Tina Adams PM at Craven 252-259-8147. She is the best local contact and will be working on opening the community room. Let me know if you need anything else from us. Have a great day.

From: Jameesha Harris <jameesha.harris@gmail.com>
Sent: Thursday, July 28, 2022 1:44 PM
To: Cruz, Iliana <iliana.cruz@presmgmt.com>
Subject: Freedom Summer Tour

EXTERNAL EMAIL: This email originated outside of Preservation Management. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

[Quoted text hidden]



Jameesha Harris <jameesha.harris@gmail.com>

Freedom Summer Tour

Bonita Simmons <triedbyfire@yahoo.com>
Reply-To: Bonita Simmons <triedbyfire@yahoo.com>
To: Jameesha Harris <jameesha.harris@gmail.com>

Thu, Jul 28, 2022 at 1:47 PM

Good afternoon Mrs. Harris,

After reviewing my calendar, I not only do not have issues with Roundtree being blocked in front of my door, I do not have any conflicts if the event committee would like me to participate in the program planned for the day.

I appreciate your vigilant presence on making a difference for our justice-involved brothers and sisters.

You may contact me at your convenience for upcoming instructions as the event gets closer.

Blessed 2B a Blessing,
Bonita

[Quoted text hidden]

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 434 Riverside Drive

Date of Meeting: 8/9/2022	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Stephen and Phyllis Epperson requested to annex 434 Riverside Drive in Township 2. This is a vacant 0.29 residential tract.
Actions Needed by Board:	Conduct a public hearing and consider an ordinance to annex the property
Backup Attached:	Memo, ordinance, map

Is item time sensitive? Yes No

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

Cost of Agenda Item:

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: Mayor and Board of Aldermen
FROM: Brenda E. Blanco, City Clerk
DATE: July 29, 2022
SUBJECT: Conduct a Public Hearing and Consider Annexing 434 Riverside Drive

Background

Stephen and Phyllis Epperson petitioned the City to annex 434 Riverside Drive in Township 2, which is in the Bridgeton area. The property is a vacant 0.29-acre residential tract. After conducting a public hearing, the Board is asked to consider the annexation.

Recommendation

Consider adopting an ordinance to annex the property.

Ordinance No. _____

Prepared by and return to:

Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

**AN ORDINANCE ANNEXING TO THE CITY OF NEW BERN PROPERTY OF
STEPHEN EPPERSON AND PHYLLIS BOKYIN EPPERSON, CONSISTING OF 0.334
ACRES, MORE OR LESS, LOCATED AT 434 RIVERSIDE DRIVE IN NUMBER 2
TOWNSHIP**

THAT WHEREAS, Stephen Epperson and Phyllis Boykin Epperson filed a petition requesting the annexation to the City of New Bern of property they own, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 0.334 acres, more or less, which said parcel is located at 434 Riverside Drive in Number 2 Township, Craven County, North Carolina, the boundaries of which are illustrated on the annexation map prepared by the City of New Bern Development Services staff, which is attached hereto as Exhibit B, and incorporated herein by reference; and

WHEREAS, said petition was referred to the City Clerk for an investigation as to the sufficiency thereof; and

WHEREAS, the City Clerk certified the sufficiency of the petition in writing to the Board of Aldermen; and

WHEREAS, the Board of Aldermen called for a public hearing on the question of annexation of said territory; and

WHEREAS, pursuant thereto, notice of a public hearing to be held at 6:00 p.m. on August 9, 2022, in the City Hall Courtroom was duly caused to be published as required by law in the *Sun*

Journal, a newspaper having general circulation in the City; and

WHEREAS, on August 9, 2022, at 6:00 p.m., a public hearing on the question of annexation of the subject area was held by the Board of Aldermen of the City of New Bern, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, it was then determined by the Board of Aldermen that the petition filed met the requirements of the General Statutes of North Carolina, and that the area described in the petition should be annexed; and

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

Section 1. That the subject petition meets the requirements of §160A-31 of the General Statutes of North Carolina.

Section 2. That the property owned by Stephen Epperson and Phyllis Boykin Epperson, the boundaries of which are more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 0.334 acres, more or less, which said parcel is located at 434 Riverside Drive in Number 2 Township, Craven County, North Carolina, be and the same is hereby annexed to the City of New Bern. An accurate map of the property being annexed appears of record in Map Book 2 at Page 69 of the Craven County Registry.

Section 3. That the effective date of annexation shall be midnight on August 9, 2022.

Section 4. That the area to be annexed be and the same is hereby made a part of Ward 1 of the City of New Bern.

Section 5. That this ordinance shall be recorded forthwith in the Office of the Register of Deeds of Craven County.

ADOPTED THIS 9th DAY OF AUGUST, 2022.

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 Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

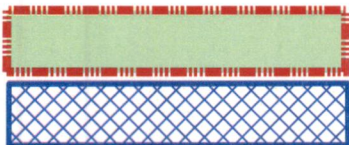
All that certain tract or parcel of land lying and being in Number Two Township, Craven County, North Carolina, and being a portion of Lots 1 and 2, Block L, of Riverview Park as the same is shown and depicted upon a map recorded in Map Book 2 at Page 58, said property being more particularly described as follows:

Beginning at a point in the eastern right of way line of Riverside Drive, which point lies the following courses and distances from the intersection of the centerline of Riverside Drive and Bayside Drive: South 19° 02' 44" West 179.98 feet, North 81° 46' 00" East 39.39 feet to the point of beginning; thence from this point of beginning running North 81° 46' 00" East 105.22 feet to an existing iron pipe; thence South 08° 43' 26" East 112.42 feet to an existing iron pipe in the Neuse River; thence South 82° 27' 39" West 50.26 feet to a point; thence South 59° 50' 00" West 102.20 feet to a point; thence North 08° 39' 00" West 69.70 feet to an iron pin in the eastern right of way line of Riverside Drive; thence along and with the eastern right of way line of Riverside Drive North 17° 53' 39" East 89.43 feet to the point of beginning, all according to a survey for Phillip D. Dunn and wife Linda B. Dunn by Dennis Fornes and Associates, dated September 28, 1993.

Said property is SUBJECT to those certain restrictive and protective covenants more particularly described in Book 421 at Page 192 of the Craven County Registry and further described in Deed dated the 16th day of November, 1954 by C. W. Hodges, Jr. and wife Elizabeth M. Hodges to Lawrence M. Galloway and wife Jacqueline B. Galloway, said Deed being recorded in Book 510 at Page 277 of the Craven County Registry, which restrictive and protective covenants are incorporated herein by reference.



Proposed Annexation: 434 Riverside Drive - 0.334 Acres: Tax ID: 2-037-058



Existing New Bern Limits

Proposed Annexation Area

N



Scale: 1 = 100 ft



EXHIBIT B

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Approving the 2022 Community Development Block Grant (CDBG) Annual Action Plan.

Date of Meeting: 8/9/2022	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: D'Aja Fulmore, Community Development Coordinator
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 Entitlement Cities to submit an Annual Action Plan detailing the intended use of CDBG funding for the 2022 year. The plan includes a summary of actions, activities, and specific federal and non-federal resources the City will use to address priority needs. The City is receiving an allocation of \$269,786.00. The submission of this plan is the City's final application for funding.
Actions Needed by Board:	Adopt a Resolution
Backup Attached:	Memo, Resolution, Annual Action Plan

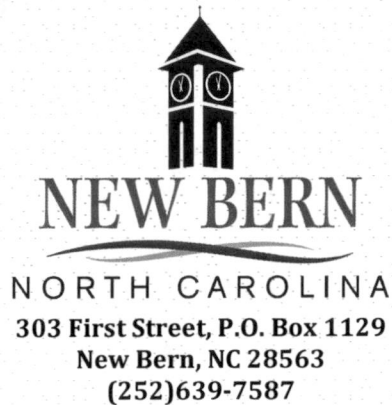
Is item time sensitive? Yes No

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: D'Aja Fulmore, Community Development Coordinator

DATE: July 29, 2022

SUBJECT: Consider Adopting a Resolution Approving the 2022 CDBG Annual Action Plan.

Background Information:

Each year, the U.S. Department of Housing and Urban Development (HUD) requires Entitlement Cities submit their Annual Action Plan as an application for funding under the program. The Annual Action Plan provides a summary of the actions, activities, and the specific federal and non-federal resources that will be used to address the priority needs and specific goals identified in the Strategic Plan section of the Consolidated Plan for the 2022-2023 year.

For the 2022 program year, the City of New Bern will receive a \$269,786 Entitlement Fund allocation for eligible community development activities to benefit low-moderate income areas and households. City staff conducted a public hearing on Monday, March 7, 2021, in the offices of Development Services to receive public comment on priority community needs.

Of the \$269,786 in Entitlement Funds, 20% must be used for Planning and Administration. The city is proposing \$53,957 be used towards Administration, which includes staff salaries, planning activities, consultant fees, materials, etc. \$200,829 is proposed for Housing Rehabilitation, which will be used to finance owner-occupied housing rehabilitation activities. Lastly, \$15,000 is proposed to be used towards the Bus Shelter Project to pay city employees to install one bus shelter at 520 Roundtree Street.

The draft plan was placed on display on June 24, 2022, for a 30-day display period. The Mayor and Board of Aldermen conducted a public hearing on July 12, 2022, to receive public comment. The plan has been updated to reflect consensus regarding 2022 projects and activities.

Recommendation:

That the Mayor and Board of Aldermen Consider Adopting a Resolution Approving the 2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

If you have any questions or need additional information, please contact D'Aja Fulmore at 252-639-7586.

RESOLUTION

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

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of New Bern that under Fiscal Year 2022, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$269,786; and

WHEREAS, the City of New Bern's Department of Development Services has prepared an Annual Action Plan for Fiscal Year 2022, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five Year Consolidated Plan; and

WHEREAS, a draft of the FY 2022 Annual Action Plan were on public display from June 24, 2022 through July 25, 2022 and the City held a series of public meetings and hearings on the said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document

NOW THEREFORE, BE IT RESOLVED:

SECTION 1. That the Annual Action Plan for the Fiscal Year 2022 CDBG Program is hereby in all respects APPROVED and the City Recorder/Treasurer is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2022 with the Official Minutes of this Meeting of this Board

SECTION 2. That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

SECTION 3. That the Mayor, on behalf of the City of New Bern, North Carolina, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available

funds to carry out the CDBG Program in the amount of \$269,786; and its further AUTHORIZED to act as the authorized representative of the City of New Bern to sign any and all documents in regard to these programs.

SECTION 4. That the Mayor, on behalf the City of New Bern, North Carolina, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

ADOPTED THIS 9th DAY OF AUGUST 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CITY OF NEW BERN

303 First Street, New Bern, NC 28560

FY 2022 Annual Action Plan

*For Submission to HUD for the
Community Development Block Grant (CDBG) Program*

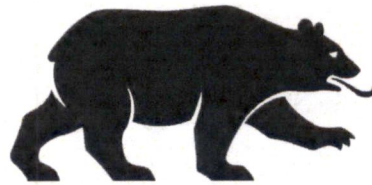
August 9, 2022

Mayor:

Dana E. Outlaw

City Manager:

Foster Hughes



NEW BERN

CITY OF NEW BERN



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of New Bern, North Carolina is a Federal entitlement community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with the HUD regulations, the City of New Bern has prepared this FY 2022 Annual Action Plan for the period of July 1, 2022 through June 30, 2023. This Annual Action Plan is a strategic plan for the implementation of the City's Federal Programs for housing, community, and economic development within the City of New Bern. This is the fourth Annual Action Plan under the City's FY 2019-2023 Five-Year Consolidated Plan.

The FY 2022 Annual Action Plan is a collaborative effort of the City of New Bern, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through public meetings, statistical data, review of the City's Comprehensive Plan, and other community plans.

Available Funds:

During the FY 2022 Program Year, the City of New Bern will receive the following Federal funds:

- **CDBG:** \$269,786.00
- **Total:** \$269,786.00

FY 2022 CDBG Programs Budget:

The City of New Bern proposes to undertake the following activities with the FY 2022 CDBG Funds:

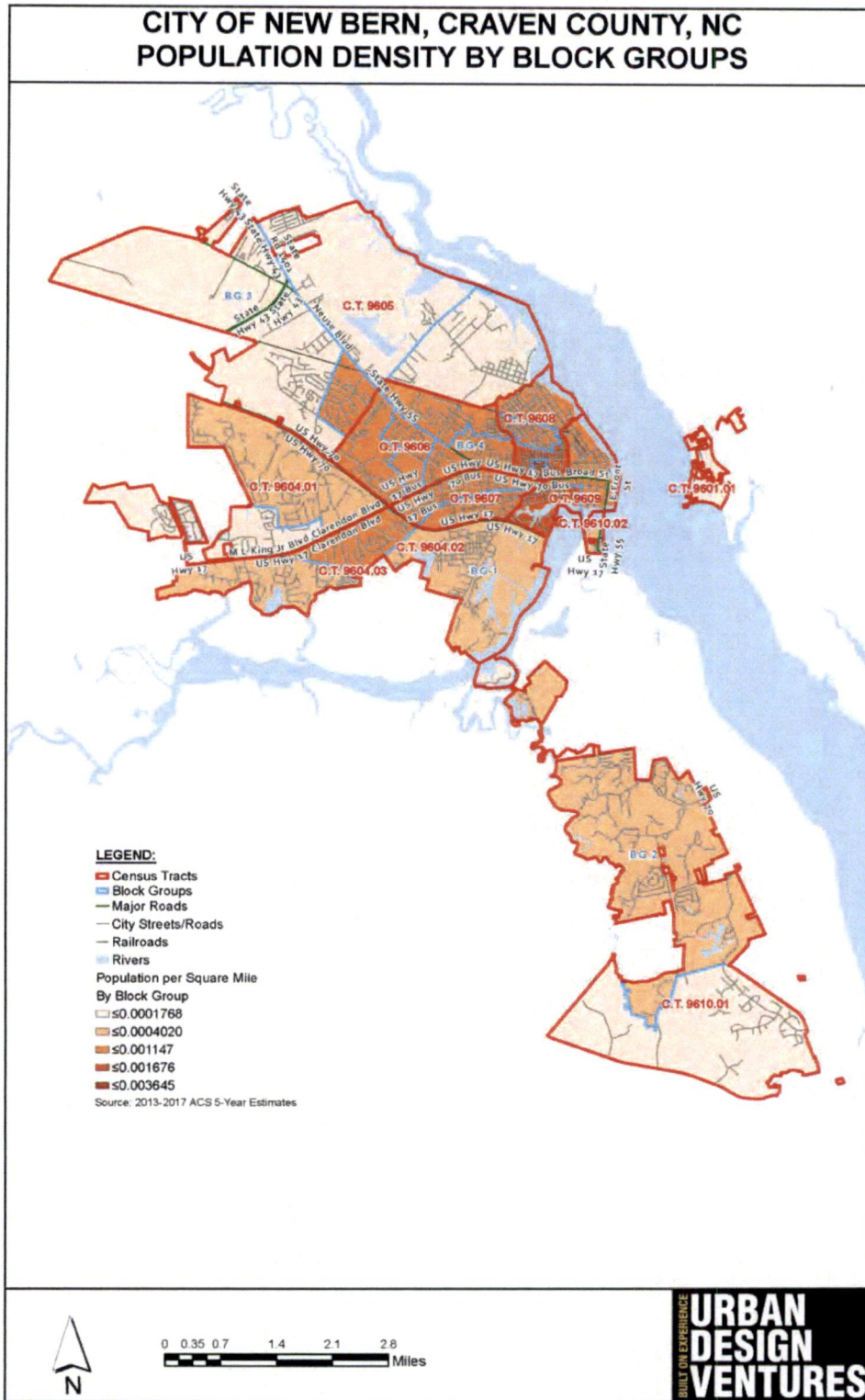
- **CD-22-01 General Administration** - \$53,957.00
- **CD-22-02 Housing Rehabilitation** - \$200,829.00
- **CD-22-03 Bus Shelter Project Completion** - \$15,000.00

Maps

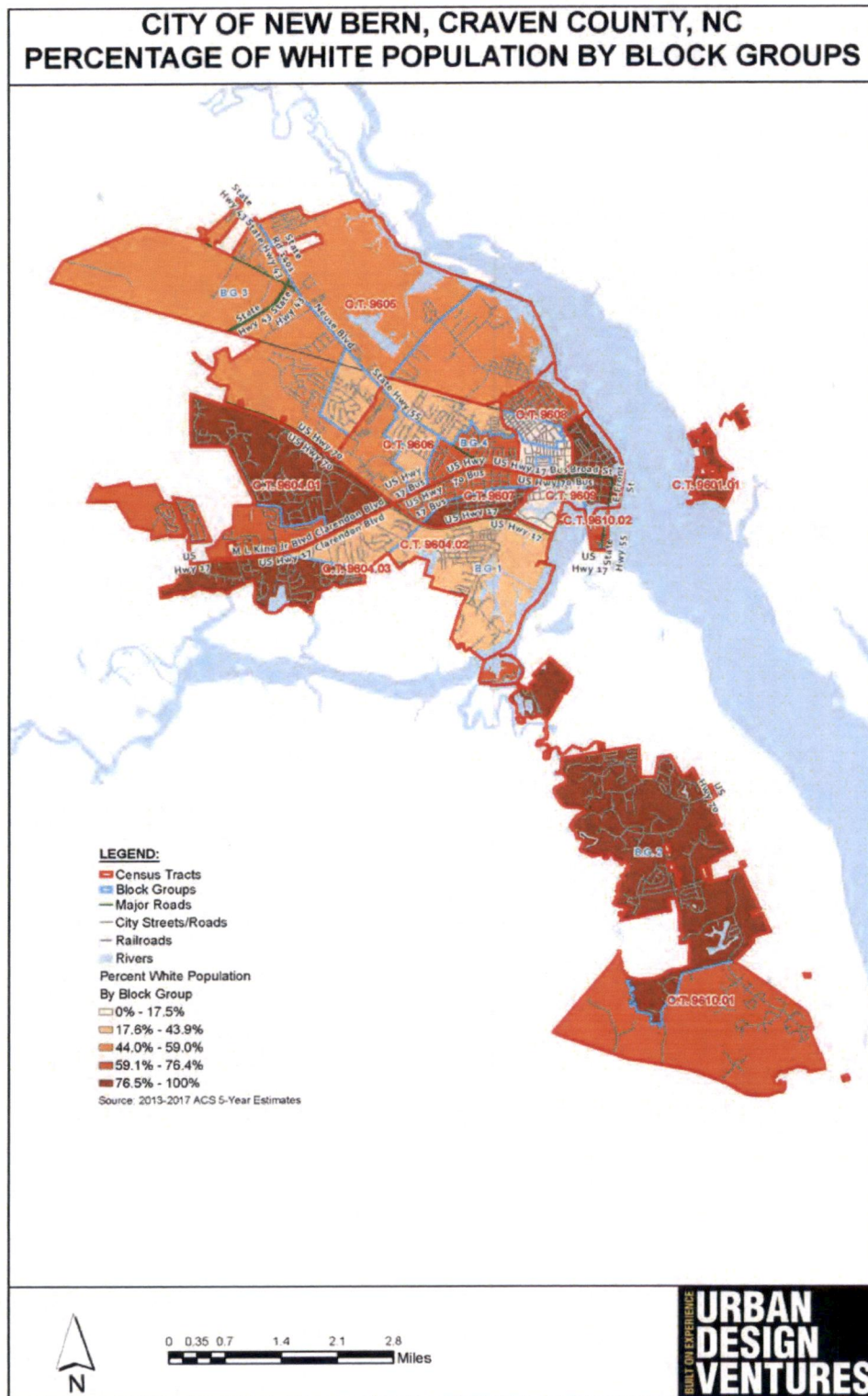
The following maps which illustrate the demographic characteristics of the City of New Bern:

- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Number of People Aged 65+ by Block Group
- Percent Population Age 65+ by Block Group
- Population Density by Block Group
- Housing Density by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income and High Minority Concentration by Block Group

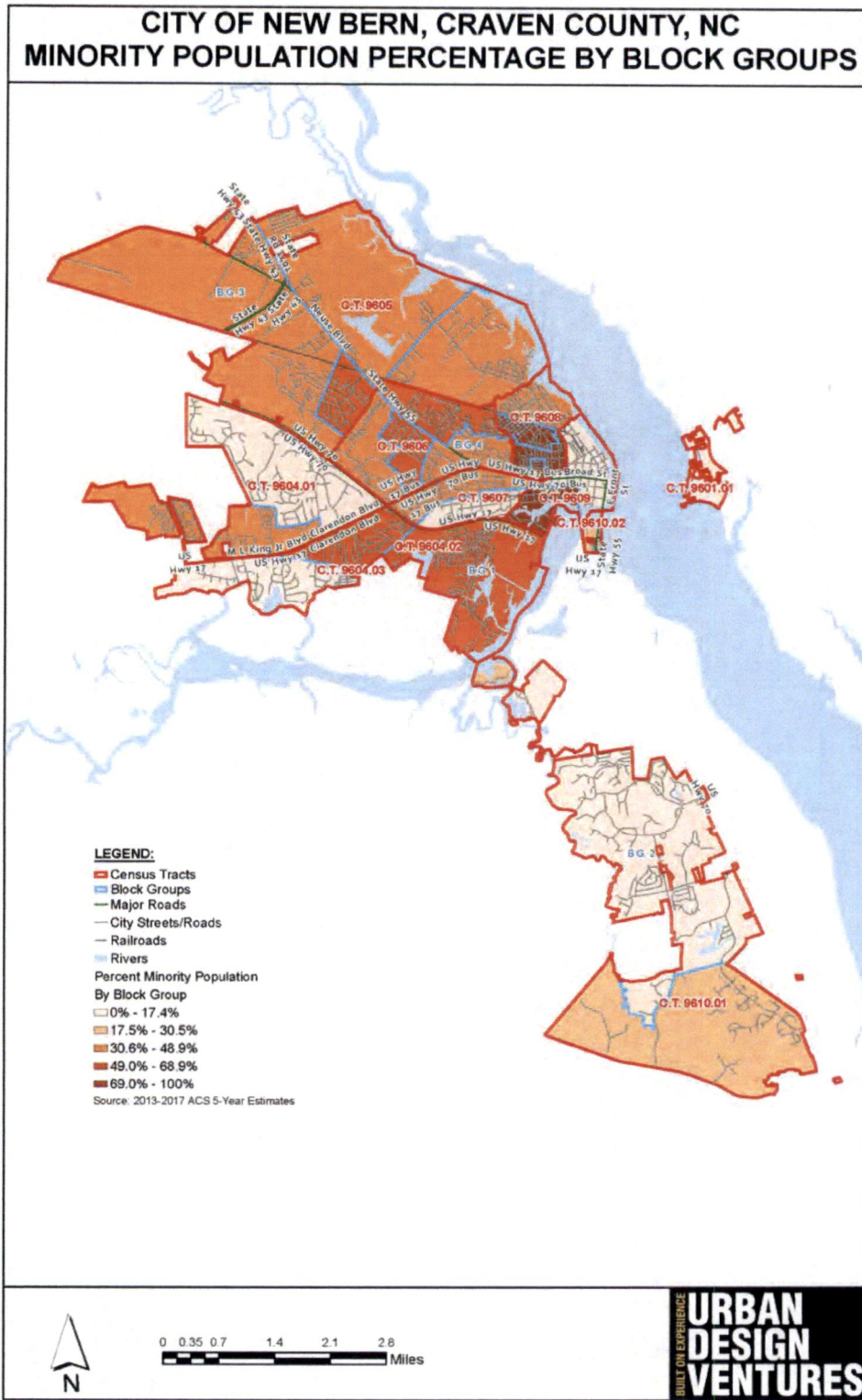
Population Density by Block Group



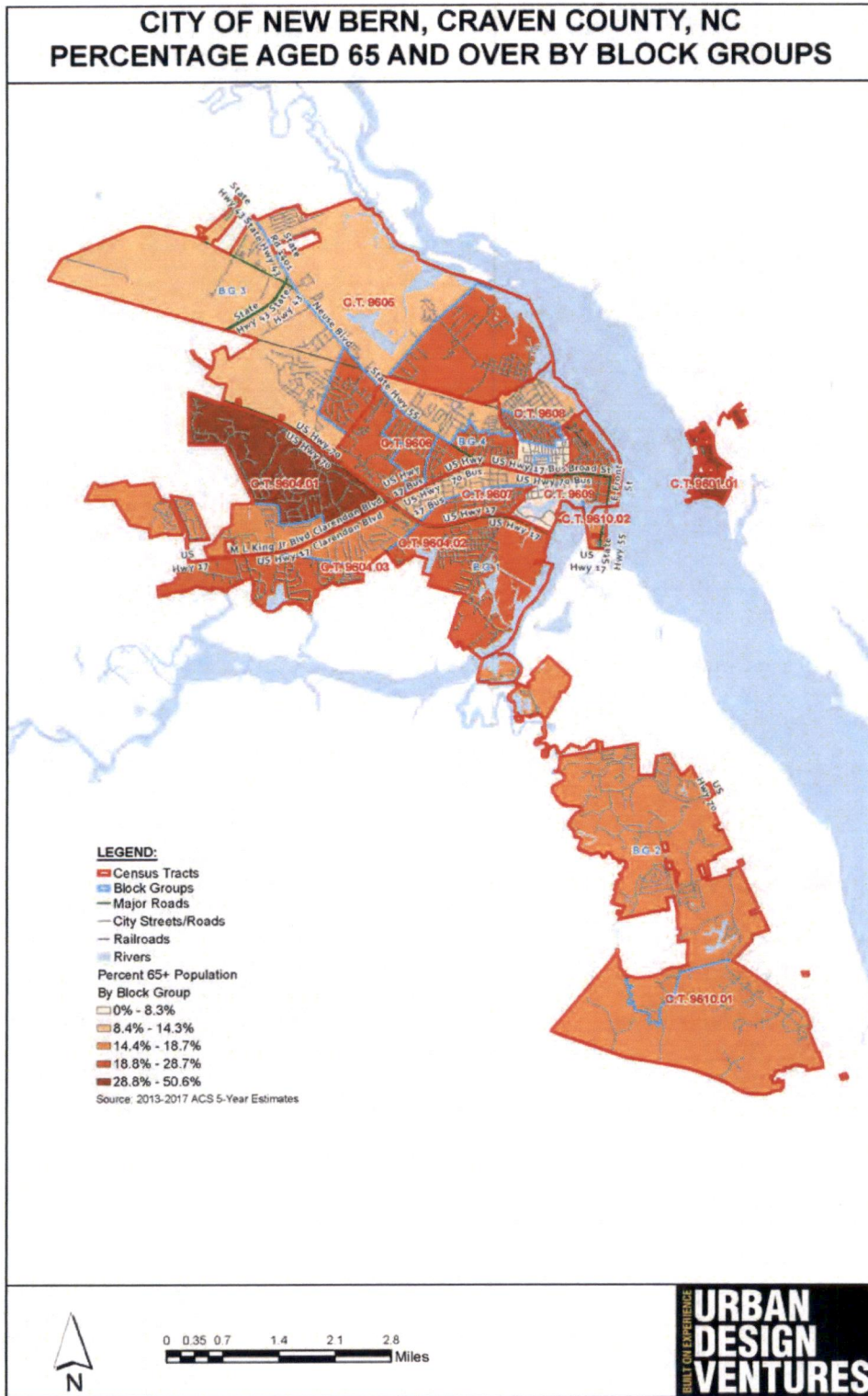
Percent White Population by Block Group



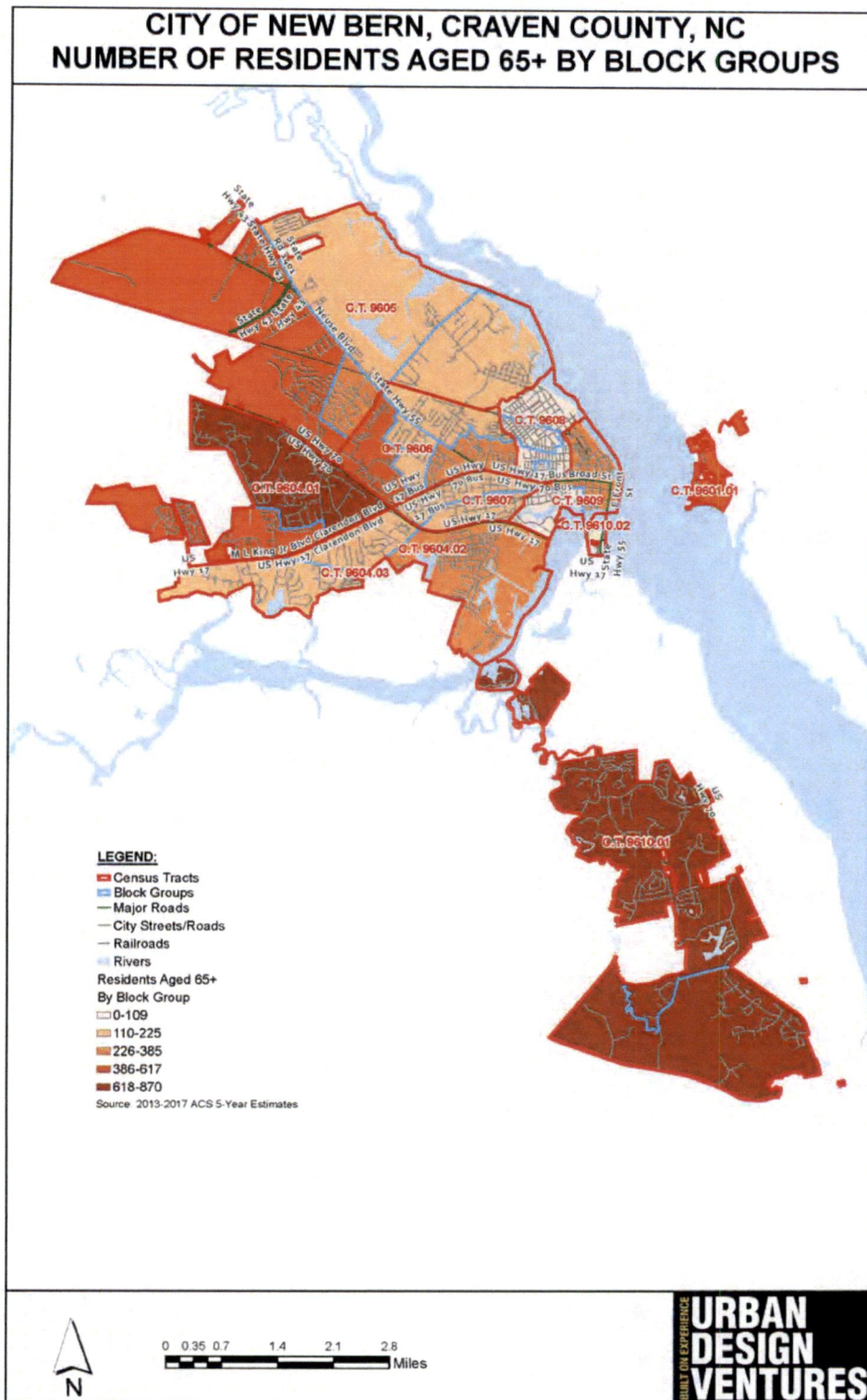
Percent Minority Population by Block Group



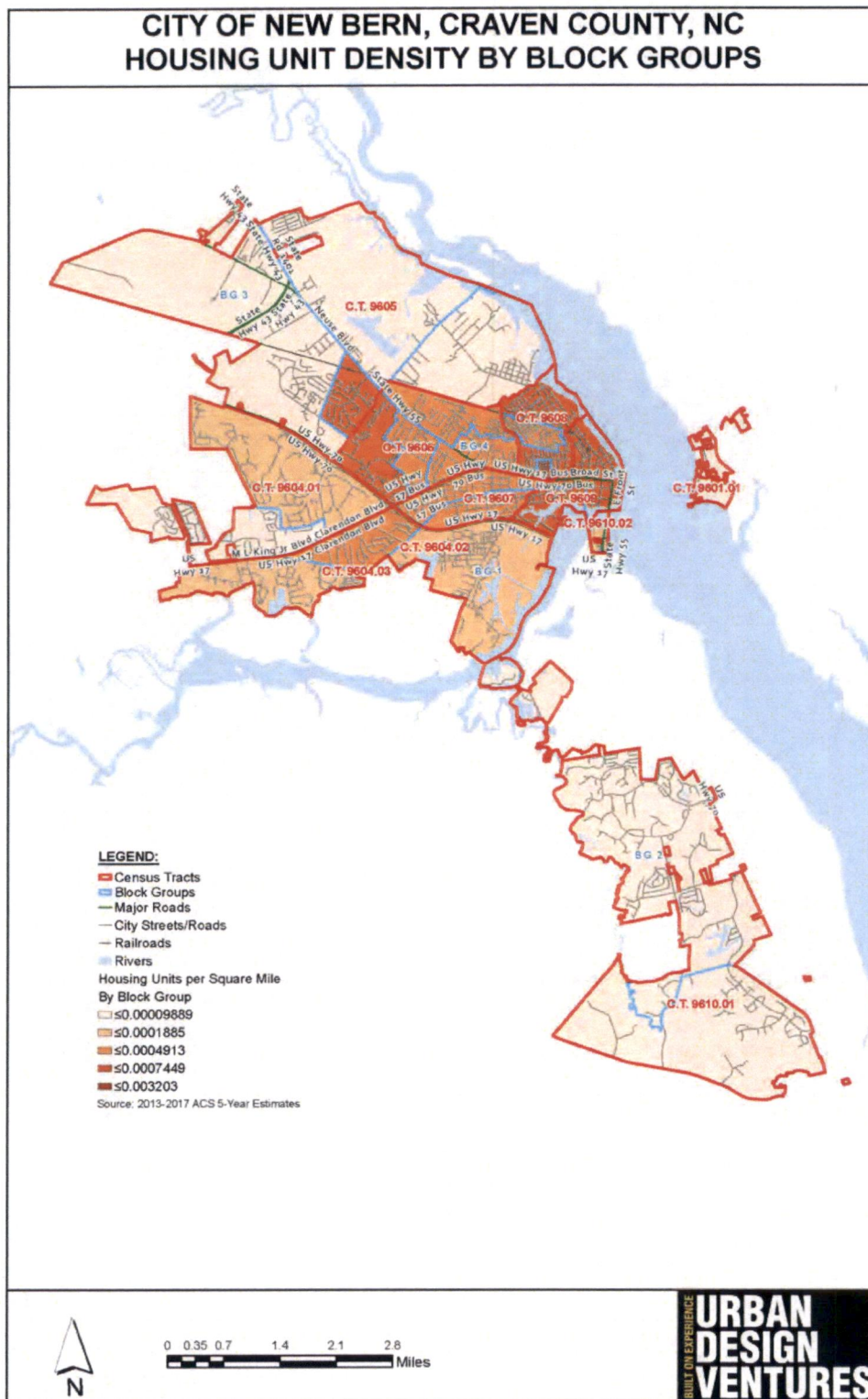
Percent Population Age 65+ by Block Group



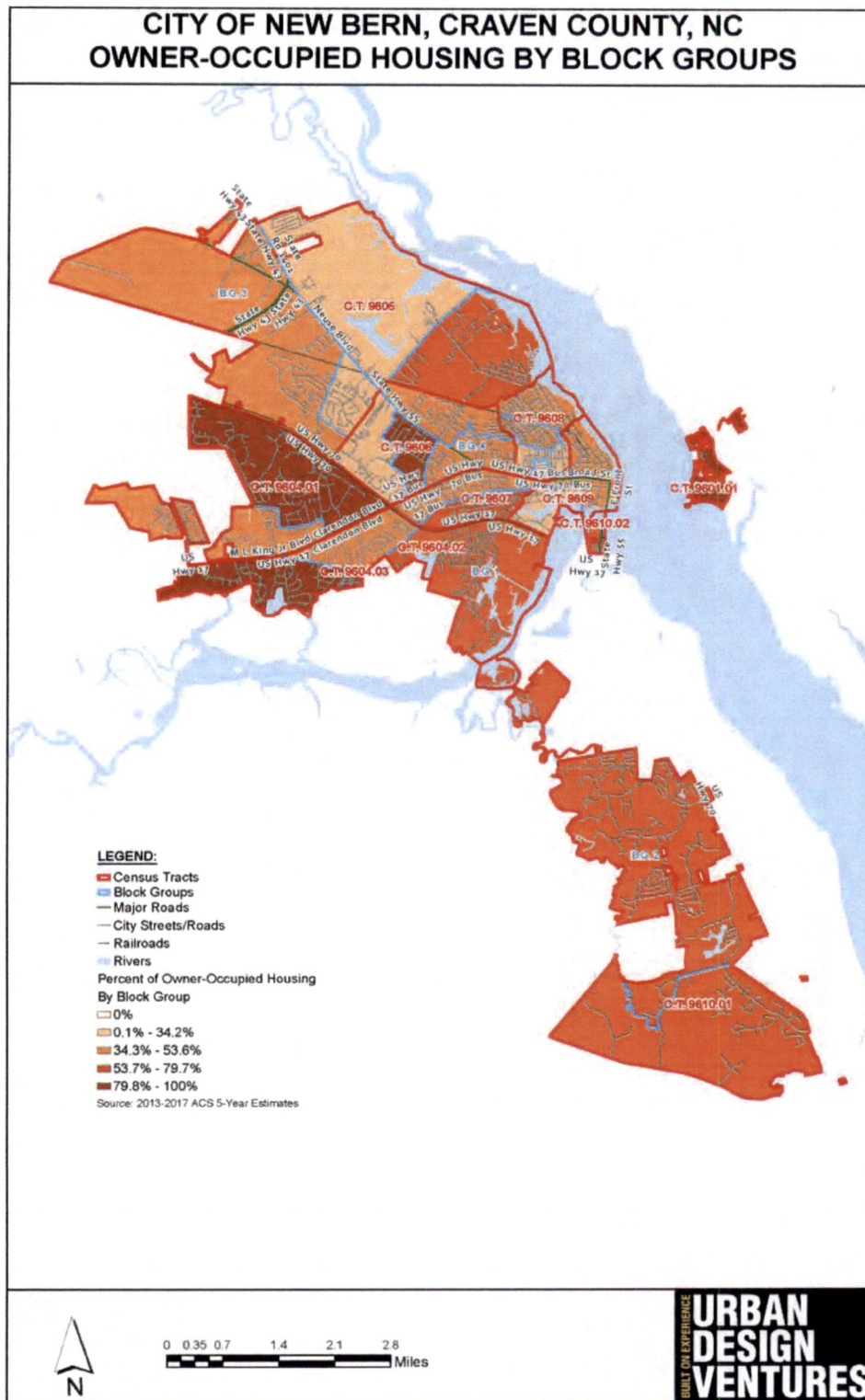
Population Age 65+ by Block Group



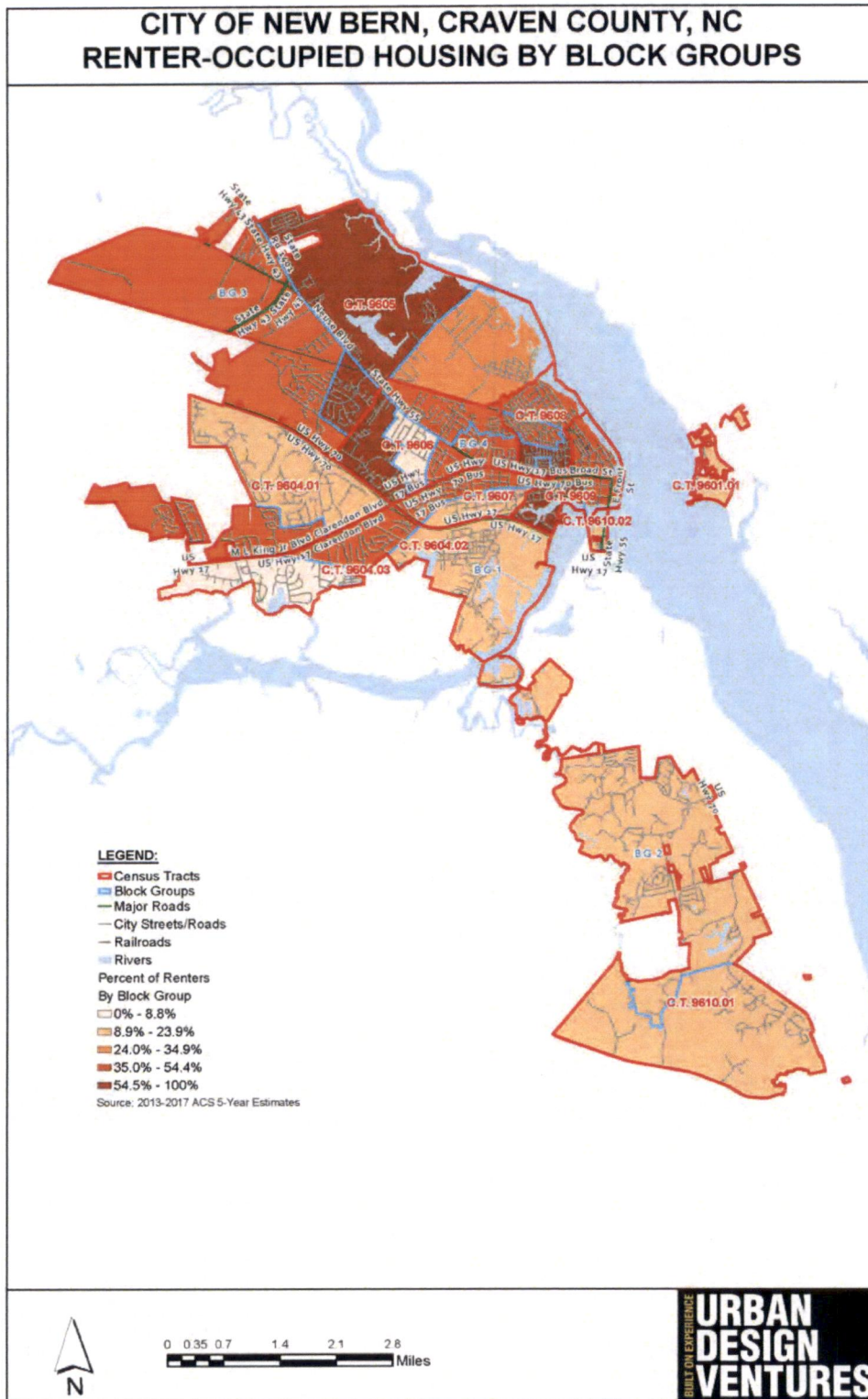
Housing Density by Block Group



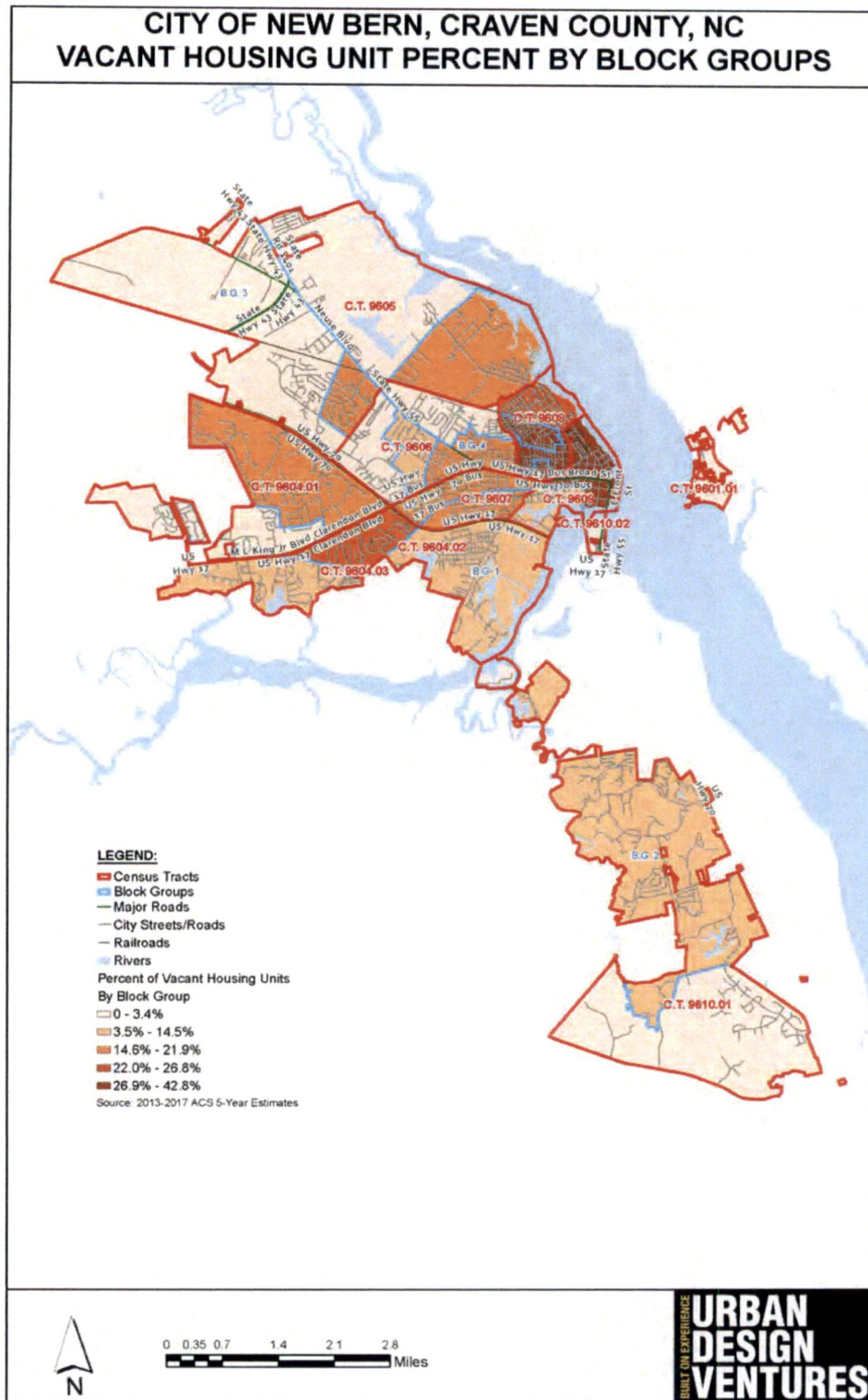
Percent Owner-Occupied Housing Units by Block Group



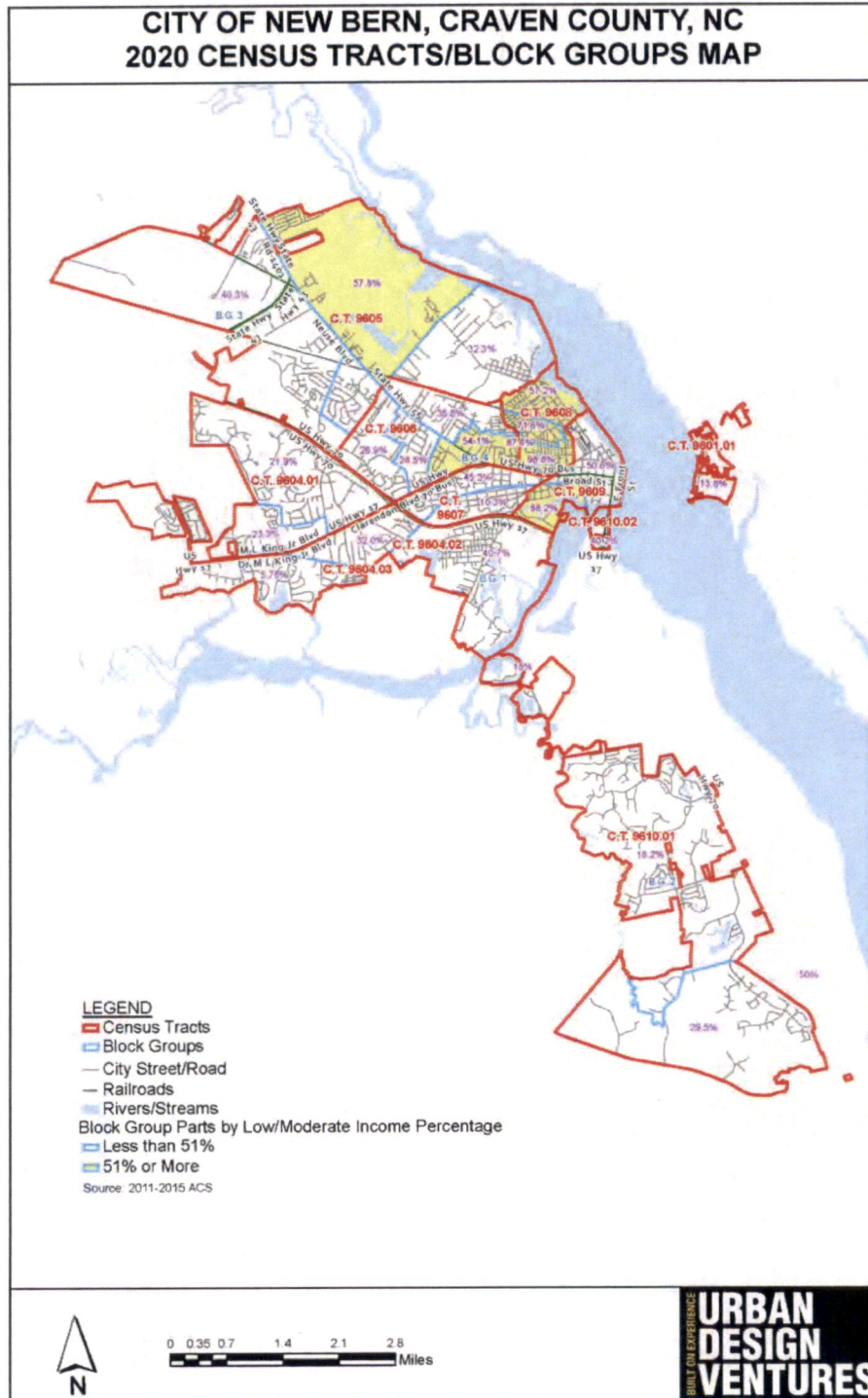
Percent Renter-Occupied Housing Units by Block Group



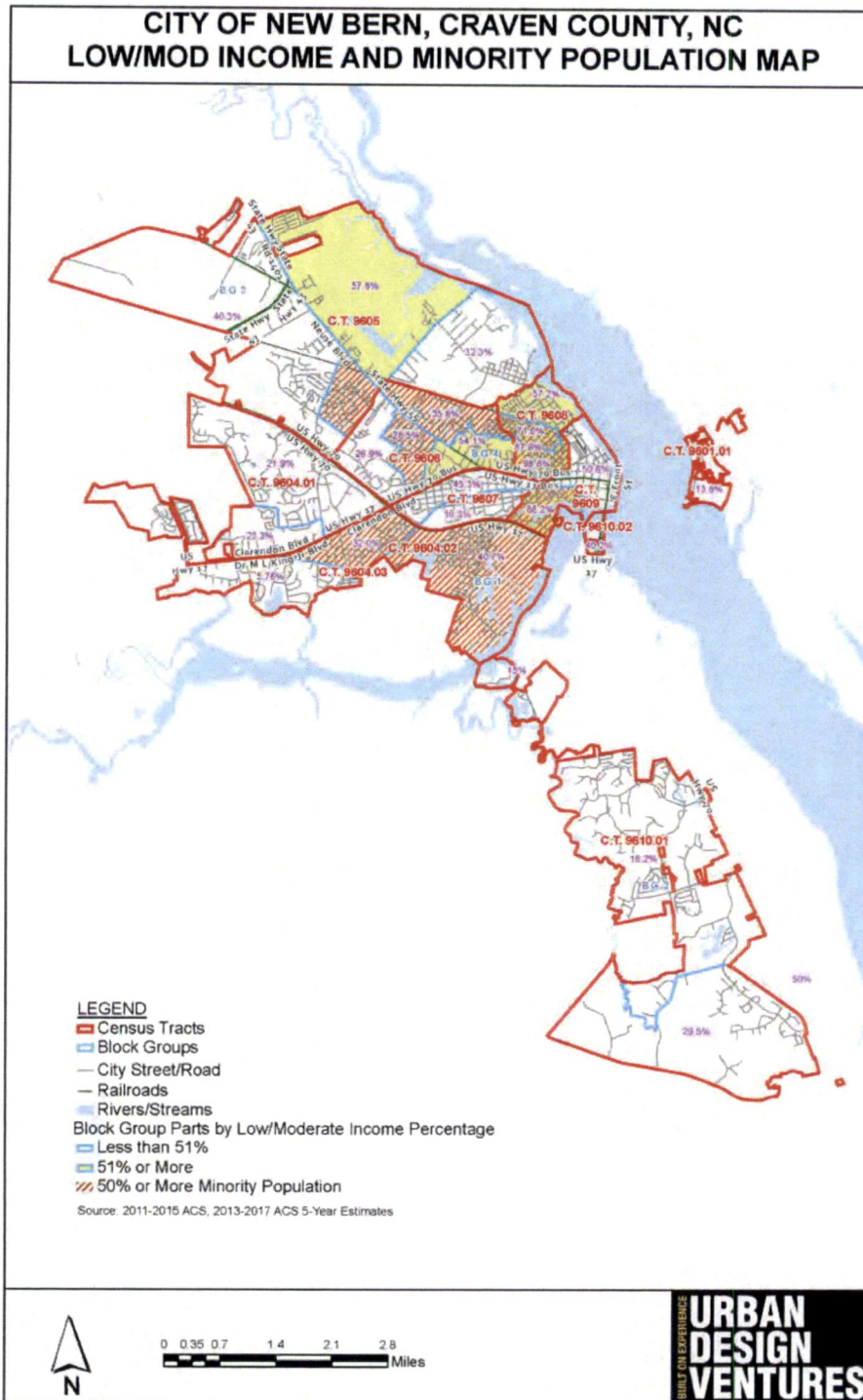
Percent Vacant Housing Units by Block Group



Low/Moderate Income Percentage by Block Group



Low/Moderate Income Percentage w/ Minority Overlay by Block Group



2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This is the City of New Bern's fourth Five Year Consolidated Plan as an entitlement community. The "Vision" of this Five Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City of New Bern. As part of the Five Year Consolidated Plan, the community must develop goals and objectives. The following strategies with subsequent goals and priorities have been identified for the City of New Bern for the period of FY 2019 through FY 2023 for the use of Community Development Block Grant (CDBG) funds:

HOUSING STRATEGY - HSS

Goal:

Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families living in the City of New Bern.

Objectives:

- **HSS-1 Homeownership** - Promote and assist in developing homeownership opportunities for low- and moderate-income persons & families.
- **HSS-2 Housing Construction** - Promote and assist in the development of affordable housing, both rental and sales housing.
- **HSS-3 Housing Rehabilitation** - Promote and assist in the preservation of existing owner and renter occupied housing stock in the City.
- **HSS-4 Fair Housing** - Affirmatively further fair housing by promoting fair housing choice throughout the City of New Bern.

HOMELESS STRATEGY - HOM

Goal:

Improve the living conditions and services for homeless persons and families in the City of New Bern and eliminate unfair housing practices that may lead to homelessness.

Objectives:

- **HOM-1 Housing** - Promote and assist in developing housing opportunities for homeless persons and families, and those who are at-risk of becoming homeless.

- **HOM-2 Operations/Support** - Promote and assist in program support services for the homeless.
- **HOM-3 Homeless Prevention** - Promote and assist in anti-eviction and prevention of unfair housing practices which may contribute to homelessness.
- **HOM-4 Rapid Rehousing** - Promote and assist in providing housing options for residents of the City of New Bern displaced by natural disasters or evictions.

SPECIAL NEEDS STRATEGY - SNS

Goal:

Improve, preserve, and expand facilities for persons with special needs and the disabled in the City of New Bern.

Objectives:

- **SNS-1 Housing** - Promote and assist to increase the supply of affordable, decent, safe, sound, and accessible housing for the elderly, persons with disabilities, and persons with other special needs through rehabilitation of existing housing and new construction of accessible housing.
- **SNS-2 Social Services** - Promote and assist in supporting social service programs and facilities for the elderly, persons with disabilities, and persons with other special needs.
- **SNS-3 Accessibility** - Promote and assist in making accessibility improvements to owner occupied housing through rehabilitation and improve renter occupied housing by promoting reasonable accommodations for the physically disabled.

COMMUNITY DEVELOPMENT STRATEGY - CDS

Goal:

Improve, preserve, and create new public and community facilities, infrastructure, and public services to ensure the quality of life for all residents of the City of New Bern.

Objectives:

- **CDS-1 Infrastructure** - Improve the City's infrastructure through reconstruction and new construction of streets, walks, curbs, ADA ramps, retaining walls, sewer, water, storm water management, bridges, bike trails, green infrastructure, etc.
- **CDS-2 Community Facilities** - Improve the City's parks, recreational centers, community centers, and public community facilities through rehabilitation and new construction.

- **CDS-3 Public Services** - Improve and increase public safety programs for the youth, the elderly, disabled, and target income population, including food programs and social/welfare programs throughout the City.
- **CDS-4 Public Transit** - Promote the development of additional bus routes, bus shelters, and improve public transportation for low- and moderate-income persons.
- **CDS-5 Clearance** - Remove and eliminate slum and blighting conditions through demolition of vacant and abandoned structures throughout the City.
- **CDS-6 Architectural Barriers** - Remove architectural barriers and make public and community facilities accessible to the physically disabled.
- **CDS-7 Public Safety** - Improve public safety through upgrades to facilities, purchase of new equipment, fire fighting and prevention, crime prevention, community policing, and ability to respond to emergency situations.

ECONOMIC DEVELOPMENT STRATEGY - EDS

Goal:

Increase and promote job creation, job retention, self-sufficiency, education, job training, technical assistance, and economic empowerment of low- and moderate-income residents of the City of New Bern.

Objectives:

- **EDS-1 Employment** - Support and encourage new job creation, job retention, employment, and job training services.
- **EDS-2 Financial Assistance** - Support business and commercial growth through expansion and new development with technical assistance and low interest loan programs.
- **EDS-3 Redevelopment Program** - Plan and promote the development and redevelopment of vacant commercial and industrial sites, and facilities, and the revitalization efforts in the Greater Five Points Redevelopment Area and other residential neighborhoods.

ADMINISTRATION, PLANNING, AND MANAGEMENT STRATEGY - APM

Goal:

Provide sound and professional planning, administration, oversight and management of Federal, state, and local funded programs.

Objectives:

- **APM-1 Overall Coordination** - Provide program management and oversight for the successful administration of Federal, state, and local funded programs, including planning

services for special studies, environmental clearance, fair housing, performance evaluation, monitoring; and compliance with all Federal, state, and local laws and regulations.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the City of New Bern prepares and submits its CAPER to HUD within ninety (90) days after the start of the new program year. The FY 2020 CAPER is the most recent CAPER to be completed by the City of New Bern. The CAPER was approved by HUD. The City obligated 100% of its CDBG funds for the benefit of low- and moderate-income persons. The City expended \$0.00 for public service activities, which was below the 15% public services cap. The City obligated \$51,723.00, which met the 20% administrative cap. The City's drawdown ratio was 2.76, which is above the 1.5 HUD requirement. The City of New Bern has substantially amended its FY 2020 Annual Action Plan in order for the City to receive its CARES Act funds.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan has many components to gather citizen participation which includes: citizen participation plan; citizen participation process; Consultation Process; and the development of the annual action plan. Each component of this plan principally serves the needs of the low- and moderate-income population in the City.

The City developed the plan based on citizen input, the information obtained from agencies/organizations, and meetings with other City staff and departments. A "draft plan" and budget are annually prepared and placed on public display for a 30-day review and comment period. This is advertised in a local newspaper of general circulation in the City, with the times, dates, and locations where the plan may be examined. A public hearing on the plan was also advertised and conducted. Citizen, agency, and organization comments were either incorporated into the plan or if not included, the reason why the comments were not accepted are included in the plan.

The City of New Bern held a needs public hearing on March 7, 2022 at 6:00 PM. The public hearing was able to be attended in person or virtually. This hearing provided residents, agencies, and organizations with the opportunity to discuss the City's CDBG Program and to provide suggestions for future priorities and activities. The City of New Bern advertised the public needs hearing in the "Sun Journal" on Friday, February 18, 2022.

The Second Public Hearing Notice was published on Thursday, June 23, 2022 in the "Sun Journal" and the Second Public Hearing was held on Tuesday, July 12, 2022 at 6:00 PM. During the Second

Public Hearing, the residents were given the opportunity to comment on the draft version of the FY 2022 Annual Action Plan.

The "FY 2022 Annual Action Plan" was on display for a 30-day period beginning Friday, June 24, 2022 and ending Monday, July 25, 2022. The availability for review of the "draft plan" was advertised in the local newspapers and the plan was on display at the City of New Bern's website https://www.newbernc.gov/departments/development_services/index.php.

Schedule:

The following schedule was used in the preparation of the FY 2022 Action Plan:

- **Publish Notice of Needs Hearing** – Friday, February 18, 2022
- **First Public Hearing** – Monday, March 7, 2021 at 6:00 PM in the Development Services Office and virtually
- **Publish Notice of Display of Draft and Public Hearing in the Newspaper** – Thursday, June 23, 2022
- **Annual Action Plan on Display** – Friday, June 24, 2022
- **Second Public Hearing** – Tuesday, July 12, 2022 at 6:00 PM in the City Hall Courtroom
- **End of Annual Action Plan on Display** – Monday, July 25, 2022
- **Board of Aldermen Adopts FY 2022 Annual Action Plan** – Tuesday, July 26, 2022
- **Submission of Annual Action Plan to HUD on or before** – August 15, 2022

A more detailed analysis and description of the citizen participation process is contained in Section PR-15 Citizen Participation.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public hearing was held to seek input from interested residents and community organizations for the FY 2022 funds on Monday, March 7, 2022 at 6:00 PM at the Development Services Office and virtually. The City of New Bern advertised in the "Sun Journal" on Friday, February 18, 2022. There was a total of eleven (11) persons in attendance including three (3) City staff members.

The FY 2022 Annual Action Plan was placed on public display on Friday, June 24, 2022 and a Second Public Hearing was held in the City Hall Courtroom, 300 Pollock Street, New Bern, NC 28560 on Tuesday, July 12, 2022 at 6:00 PM. A newspaper notice announcing that these documents were placed on public display was published on Thursday, June 23, 2022 in the "Sun Journal," a newspaper of general circulation in the area. Comments that were received at the Second Public Hearing are included in the Citizen Participation Section of the Annual Action Plan,

which also includes the newspaper ads, sign-in sheets, agendas, and summaries of the meeting minutes.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions that were received have been accepted and incorporated into the planning documents.

7. Summary

The FY 2022 Annual Action Plan for the City of New Bern includes the City's CDBG Program and outlines which activities the City will undertake during the program year beginning July 1, 2022 and ending June 30, 2023. This is the City's fourth year of the FY 2019-2023 Five-Year Consolidated Plan.

During the FY 2022 Program Year, the City of New Bern, North Carolina anticipates the following Federal financial resources:

- **CDBG: \$269,786.00**
- **Total: \$269,786.00**

During the FY 2022 CDBG, the City of New Bern proposes to address the following strategies from its Five-Year Consolidated Plan:

- Housing Strategy;
- Community Development Strategy; and
- Administration, Planning, and Management Strategy

A "draft" of the FY 2022 Annual Action Plan was placed on public display on the City's website at https://www.newbernc.gov/departments/development_services/index.php. The display period started on Friday, June 24, 2022 through Monday, July 25, 2022 for a 30-day display period. In addition, the City put the draft Plan on its website (https://www.newbernc.gov/departments/development_services/index.php). The Final Public Hearing was held on Tuesday, July 12, 2022 at 6:00 PM in the Craven Community College, Orringer Auditorium before the Board of Alderman to discuss the proposed activities and solicit resident comments. Upon completion of the 30-day comment period, the City of New Bern submitted the FY 2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Greensboro Office on or before Monday, August 15, 2022.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	New Bern	Development Services Department
CDBG Administrator	New Bern	Development Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City's Development Services Department is the Lead Agency that maintains and administers the City's CDBG funds and responsibilities. The City prepares the Five-Year Consolidated Plans, Annual Action Plans, Environmental Review Records (ERR's), the Consolidated Annual Performance and Evaluation Reports (CAPER), monitoring, pay requests, contracting, IDIS, and oversight of the programs on a day to day basis. In addition, the City of New Bern has retained the services of a private planning consulting firm to assist the City on an as needed basis.

Consolidated Plan Public Contact Information

Ms. D'Aja Fulmore
 Community Development Coordinator
 City of New Bern's Development Services Department
 Economic and Community Development Office
 303 First Street, PO Box 1129, New Bern, NC 28563
 Phone: (252) 639-7586
 Fax: (252) 636-2146
 Email: fulmored@newbernnnc.gov
 Website: <http://www.newbernnnc.gov>

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**1. Introduction**

While preparing the FY 2022 Annual Action Plan, the City of New Bern consulted with the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc., social services and housing agencies, and member organizations of Region 13 of the North Carolina Balance of State Continuum of Care.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of New Bern works with the following agencies to enhance coordination:

- **The Housing Authority of the City of New Bern** – Improvements to public housing communities.
- **Twin Rivers Opportunities, Inc.** – Section 8 Housing Choice Vouchers.
- **Social Services Agencies** – funds to improve services to low and moderate income persons.
- **Housing Providers** – funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.
- **Community and Economic Development Agencies** – funds to improve services to low and moderate income persons.

As part of the CDBG application planning process, local agencies/organizations are invited to submit proposals for CDBG funds for eligible activities. These groups participate in the planning process by attending the public hearings, consultation via phone and/or email, and submission of funding applications.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The leadership of Region 13 is responsible for acting as a member of the Balance of State CoC Steering Committee, the Coordinated Entry lead for the Region, the Point-in-Time and Housing Inventory Count lead for the region, and reviewing projects and processing state ESG grants for the regional geography.

Currently, Religious Community Services conducts its own referrals for services, and receives information from other agencies, shelters, police departments, hospitals, and churches. Once

referred, Religious Community Services places Veterans first in their Emergency Shelters, and follows up by filling beds with other families or individuals. All referrals to Religious Community Services through other entities are required to check with the local police department first. Religious Community Services has recently opened a Veterans transitional shelter in the area to complement its family emergency and transitional housing shelters.

The Point in Time Counts for Sheltered and Unsheltered homeless persons are completed on a designated date twice a year in the months of January and July. The results of the counts are available to the public on the North Carolina Balance of State CoC website.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG – Coastal Women's Shelter and Religious Community Services receives ESG funds from the state. ESG funds for member counties and cities in the North Carolina Balance of State CoC are administered through the North Carolina Department of Health and Human Services Division of Aging and Adult Services. The CoC is consulted by NCDHHS regarding past program performance and involvement of ESG applicants. The CoC provides input on ESG applications and rates, ranks and reviews projects. This includes homeless service providers, Community Action Partnerships (CAPs), local/county/state governments, Housing & Redevelopment Authorities, and domestic violence, aging, mental health, and faith-based organizations.

Develop Performance Standards and Evaluate Outcomes – The North Carolina Balance of State CoC's written standards focus on a Housing First Model and follow the best practices of that model. The written standards utilize several strategies to increase the number of people who exit Emergency Shelter, Transitional Housing, and Rapid Re-housing to Permanent Housing destinations. Evaluations of these standards will be based on the length-of-time homeless measure of an individual or family who resides in emergency shelter, transitional housing, or rapid re-housing. The CoC seeks to make progress on the turnover rate of individuals and families, the targeting of individuals and families based on risk, and the number of positive exits into Permanent Housing.

HMIS – Throughout different times of the year, the CoC and the HMIS Lead work together to assess data quality throughout the CoC. This includes working on the Annual Homeless Assessment Report (AHAR), the Point In Time (PIT) count, project reviews/ranking, and working with individuals programs while completing their Annual Performance Reports (APRs). The system ensures data quality by requiring many of the universal data elements upon enrolling a participant into a program. Additionally, the system has an alert system with exit date reminders. The work flow of data entry has been updated to improve data quality. The HMIS Lead supports users through the staffing of a Help Desk and ongoing training opportunities. Agency users are able to

run self-reports to assess their program’s data quality. CoC-funded organizations are motivated to provide good data quality, because the CoC has moved toward a data-driven project review and ranking system. Projects with poor data quality are more likely to show poor outcomes, which can impact their funding.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

1.	Agency/Group/Organization	City of New Bern
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of New Bern was the lead entity on the Five Year Consolidated Plan. The City reviewed its program and funded activities that met the goals and objectives as outlined in the City’s Five Year Consolidated Plan.
2.	Agency/Group/Organization	New Bern Housing Authority
	Agency/Group/Organization Type	Housing PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority of the City of New Bern was contacted to determine the housing needs of its very low-income clients. The City reviewed its program and funded activities that met the goals and objectives as outlined in the City's Five Year Consolidated Plan to address these housing needs.
3.	Agency/Group/Organization	Habitat for Humanity of Craven County
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity participated in the First Public Hearing to discuss the needs of City residents.
4.	Agency/Group/Organization	TWIN RIVERS OPPORTUNITIES, INC
	Agency/Group/Organization Type	Housing PHA Services - Housing

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy</p>
	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Twin Rivers Opportunities, Inc. was contacted to determine the housing needs of its very low-income clients.</p>
<p>5.</p>	<p>Agency/Group/Organization</p>	<p>Religious Community Services</p>
	<p>Agency/Group/Organization Type</p>	<p>Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services - Victims Publicly Funded Institution/System of Care</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy</p>

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Religious Community Services was contacted to determine the needs of the community.
6.	Agency/Group/Organization	City of New Bern Redevelopment Commission
	Agency/Group/Organization Type	Services-Housing Redevelopment Authority
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Members of the City of New Bern Redevelopment Commission attended the First Public Hearing to discuss the needs of City residents.
7.	Agency/Group/Organization	CRAVEN COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Other government - County Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Craven County was contacted to determine the needs of the community.
8.	Agency/Group/Organization	North Carolina Department of Health and Human Services
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Publicly Funded Institution/System of Care Other government - State Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Non-Homeless Special Needs Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	NCDHHS was contacted for health and lead-based paint statistics and information.
9.	Agency/Group/Organization	CenturyLink
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	What section of the Plan was addressed by Consultation?	Broadband Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CenturyLink was contacted to determine the broadband access needs of the community.
10.	Agency/Group/Organization	Spectrum
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Spectrum was contacted to determine the broadband access needs of the community.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted and contacted during the planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	North Carolina Balance of State Continuum of Care	The City of New Bern is located in Region 13 of the North Carolina Balance of State Continuum of Care. The goals of the City and the Consortium of Care are complementary.
Annual and Five Year Capital Plans	The Housing Authority of the City of New Bern	The Housing Authority of the City of New Bern is the lead agency providing public housing assistance in the City of New Bern. The goals of the City and the Housing Authority are complementary.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
FY 2019-2023 Five Year Consolidated Plan	City of New Bern, NC	The FY 2022 Annual Action Plan adopts the goals of the FY 2019-2023 Five Year Consolidated Plan. The activities undertaken during this program year will fall under one of the goals outlined in the Five Year Consolidated Plan.
Greater Five Points Transformation Plan	City of New Bern Redevelopment Commission	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.
The New Bern Gateway Renaissance Plan	City of New Bern Redevelopment Commission	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.
Emergency Management Plan	Craven County Emergency Manager	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.
State Broadband Plan	North Carolina Department of Information Technology	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of New Bern’s Department of Development Services’ Economic and Community Development Office is the administrating agency for the CDBG program. Close coordination is maintained with other City departments such as the Public Works, Parks & Recreation, Public Utilities, Administration, Police and Fire Departments, the City of New Bern Housing Authority, Twin Rivers Opportunities, Inc., and the City of New Bern Redevelopment Commission, as well as County departments such as the Eastern Carolina Council, Craven County Economic Development, Craven County Schools, and the North Carolina Balance of State Continuum of Care. Coordination with various non-profit organizations, such as the Coastal Women’s Shelter, Religious Community Services of New Bern, Interfaith Refugee Ministries, and NCWorks helped aid the planning process and develop priorities. The City works closely with the Craven County Commissioners and County staff to address projects and activities that extend beyond the City limits. The City and the County agencies have a good working relationship.

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

This Annual Action Plan was developed in accordance with the City’s Citizen Participation Plan. The City of New Bern advertised for a needs hearing in “The Sun Journal” on Friday, February 18, 2022. On Monday, March 7, 2022 at 6:00 pm, the City of New Bern held both an in person and a virtual public needs hearing.

A “draft” of the FY 2022 Annual Action Plan was placed on public display on the City’s website at (https://www.newbernc.gov/departments/development_services/index.php). The display period started on Friday, June 24, 2022 and ended on Monday, July 25, 2022 for a 30-day display period. A second public hearing was held on Tuesday, July 12, 2022 at 6:00 PM to discuss the proposed activities and solicit resident comments. Upon completion of the public comment period, the City of New Bern submitted the FY 2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Pittsburgh Office on or before Monday, August 15, 2022.

Citizen Participation Outreach

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
1.	Newspaper Ad #1	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	Not Applicable.

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
2.	Public Meeting #1	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing Agencies / Organizations	The City held a public needs hearing on Monday, March 7, 2022 at 6:00 pm. There was a total of nineteen (19) attendees in addition to the one (1) City staff member. See meeting summary comments and agendas for the Public Hearings in the Exhibit Section.	See the Public Hearing comments in the Exhibit section of the FY 2022 Annual Action Plan.	All comments were accepted.	Not Applicable.
3.	Internet Outreach	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	https://www.newbernnc.gov/departments/development_services/index.php

4.	Newspaper Ad #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	Not Applicable.
5.	Public Hearing #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Social Services and Housing Agencies	The City held its Second Public Hearing on Tuesday, July, 12, 2022 at 6:00 pm to discuss the Draft FY 2022 Annual Action Plan.	See the Second Public Hearing comments in the Appendix section of the FY 2022 Annual Action Plan.	None.	https://www.newbernnc.gov/departments/development/services/index.php

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The following financial resources are identified for the FY 202 Annual Action Plan to address the priority needs and goals/strategies identified in the City of New Bern’s FY 2019-2023 Five-Year Consolidated Plan.

The City of New Bern is receiving \$269,786.00 in CDBG funds for the FY 2022 program year. The program year goes from July 1, 2022 through June 30, 2023. These funds will be used to address the following strategies:

- Housing Strategy;
- Community Development Strategy; and
- Administration, Planning, and Management Strategy

The accomplishments of these projects/activities will be reported in the FY 2022 Consolidated Annual Performance and Evaluation Report (CAPER).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$268,786.00	\$0.00	\$0.00	\$269,786.00	\$265,988.00	Three (3) projects/activities were funded based on the FY 2022 CDBG allocation.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to the entitlement funds, the City of New Bern anticipates the following Federal resources may be available to local non-profit organizations to undertake the housing strategies identified in the Five Year Consolidated Plan.

- Supportive Housing Program
- Low-Income Housing Tax Credit Program (LIHTC)
- Section 8 Rental Assistance Program
- Public Housing Capital Fund Program
- Rental Assistance Demonstration (RAD)

Private and non-Federal resources that may be available to the City of New Bern in FY 2022 to address needs identified in the FY 2019-2023 Five Year Consolidated Plan are listed below.

- **EDA Workforce Development Grant** – The United States Economic Development Administration fields a competitive application for workforce development funding.
- **Golden LEAF Funding** – This North Carolina grant supports workforce development in rural areas of the state of North Carolina that were once dependent on agriculture and tobacco farming.
- **Tobacco Trust Fund Grant** – The North Carolina Tobacco Trust Fund (NCTTFC) was created to assist current and former tobacco farmers, former quota holders, persons engaged in tobacco-related business, and individuals displaced from tobacco-related employment that were affected by the major tobacco settlement in 1998. These funds are used for projects that support employment for these groups.
- **Federal Home Loan Bank Affordable Housing Program (AHP)** – Congress has mandated that ten (10%) of the Federal Home Loan Bank's profits be allocated to provide affordable housing. The FHLB encourages its members to work with public agencies and non-profit housing development organizations in creating highly leveraged affordable housing initiatives. Both sales and rental housing are eligible.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of New Bern owns 118 vacant lots in the Greater Five Points Area. The City intends to build affordable housing on these lots. The lots are scattered throughout the Area. Some are buildable and meet the zoning requirements, others are not and will be transferred by sale or donation to adjacent property owners.

Discussion

Not Applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSS-3 Housing Rehabilitation	2019	2023	Affordable Housing	Greater Five Points Low- and Moderate-Income Areas	Housing	CDBG: \$200,829	Owner Housing Rehabilitated: 15 Household Housing Unit
2.	CDS-4 Public Transit	2019	2023	Non-Housing Community Development	Greater Five Points Low- and Moderate-Income Areas	Community Development	CDBG: \$15,000	Other: 1 Other
3.	APM-1 Overall Coordination	2019	2023	Administration	Greater Five Points Low- and Moderate-Income Areas	Administration, Planning, and Management	CDBG: \$53,957	Other: 1 Other

Table 5 – Goals Summary

Goal Descriptions

1.	Goal Name	HSS-3 Housing Rehabilitation
	Goal Description	Promote and assist in the preservation of existing owner and renter occupied housing stock in the City.
2.	Goal Name	CDS-4 Public Transit
	Goal Description	Promote the development of additional bus routes, bus shelters, and improve public transportation for low- and moderate-income persons.
3.	Goal Name	APM-1 Overall Coordination
	Goal Description	Provide program management and oversight for the successful administration of Federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing, performance evaluation, monitoring; and compliance with all Federal, state, and local laws and regulations.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City of New Bern will utilize its FY 2022 CDBG funds to assist the following households:

- **Median Income** – 1 household
- **Low Income** – 5 households
- **Extremely Low Income** – 9 households

Projects

AP-35 Projects – 91.220(d)

Introduction

The FY 2022 Annual Action Plan outlines the needs, resources, priorities and proposed activities of the City of New Bern to be undertaken with the FY 2022 Community Development Block Grant (CDBG). The City of New Bern has participated in CDBG as an Entitlement recipient since 2014.

The City’s Development Services Department is the Lead Agency that maintains and administers New Bern CDBG funds and responsibilities, including completion of the Annual Action Plan. The planning process actively encouraged participation of City housing and community service organizations, including the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc., affordable housing providers, service agencies that assist the low- and moderate-income and principally low- and moderate-income clientele, advocates, and others.

The City of New Bern encourages citizens to provide input and participate in planning, implementation and assessment of the CDBG program. The FY 2022 Annual Action Plan was developed through public hearings, the use of existing data from previously approved plans and studies, consultation with local non-profit agencies, and discussions with other City of New Bern departments. For-profit, non-profit, community and faith-based organizations were engaged throughout the year to assess City needs and priorities.

The City of New Bern proposes to undertake the following activities with FY 2022 CDBG funds:

Projects

#	Project Name
1.	Administration
2.	Housing Rehabilitation
3.	Bus Shelter Project Completion

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of New Bern has allocated its CDBG funds based on principally benefiting Low/Mod income persons; or an activity in which predominantly low- and moderate-income areas or which has a presumed benefit; or an activity with an income requirement of low- and moderate-income persons. All allocated

funding has been utilized in a timely manner and within budget.

Many of the obstacles to addressing underserved needs are outside of the City's control. The largest obstacle is the lack of local, state, and federal resources available to the City of New Bern to adequately address these needs. This reduction in funds, combined with increasing numbers of individuals in need of housing, social service, homeless, or infrastructure support, unfortunately means that the City of New Bern is at a disadvantage in addressing underserved needs in the community. However, the City of New Bern maintains close cooperation with the County, the Housing Authority, housing providers, economic development agencies, and social service providers, to address any underserved needs in the City.

The proposed activities and projects for FY 2022 are located in areas of the City with the highest percentages of low- and moderate-income persons, and those block groups with a higher than average percentage of minority persons. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 9605, B.G. 2
- C.T. 9606, B.G. 4
- C.T. 9608, B.G. 1
- C.T. 9608, B.G. 2
- C.T. 9608, B.G. 3
- C.T. 9608, B.G. 4
- C.T. 9609, B.G. 2

AP-38 Project Summary

Introduction

The City of New Bern proposes to undertake the following activities with the FY 2022 CDBG funds:

Project Summary Information

1.	Project Name	Administration
	Target Area	Low- and Moderate-Income Areas
	Goals Supported	APM-1 Overall Coordination
	Needs Addressed	Administration, Planning, and Management Priority
	Funding	CDBG: \$53,957.00
	Description	Overall program administration of the CDBG Programs, including: staff salaries, wages, and benefits; related costs to administer the programs including supplies, materials, mailings, duplications, etc.; monitoring and oversight; advertising and public hearing costs; market studies; planning activities and the preparation of the Annual Action Plan, Environmental Review Record, Consolidated Annual Performance and Evaluation Report, Fair Housing, etc.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 Organization
	Location Description	Citywide
	Planned Activities	The Matrix Code is 21A General Program Administration.
	2.	Project Name
Target Area		Low- and Moderate-Income Areas
Goals Supported		HSS-3 Housing Rehabilitation
Needs Addressed		Housing Priority
Funding		CDBG: \$200,829.00

	Description	CDBG funds will be used to finance owner-occupied housing rehabilitation activities in the City of New Bern by Non-profit subrecipients. Eligible activities include the following: residential repair program; emergency repair program; accessibility program; and weatherization program. Subrecipients will submit a funding request to the City to operate the above programs. CDBG funds will be used to pay for project costs and program delivery costs.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately, 15 low- and moderate-income housing units
	Location Description	To be determined.
	Planned Activities	The National Objective is Low/Mod Housing Benefit (LMH). The HUD Matrix Code is 14A Rehabilitation; Single-Unit Residential.
3.	Project Name	Bus Shelter Project Completion
	Target Area	Low- and Moderate-Income Areas
	Goals Supported	CDS-4 Public Transit
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$15,000.00
	Description	CDBG funds will be used to pay for the cost for City employees to install one (1) bus shelters in cooperation with the Craven Area Transit System (CARTS), the local public transportation provider. These funds will be used to pay for materials and labor related to the installation of one bus shelter. The shelter will be located at 520 Roundtree Street to assist low-and moderate-income residents in this area of the City. The shelter will be set on concrete pads with handicap access to surrounding walks and street crossings. (Multi-year Activity.)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit
	Location Description	The location of the bus shelters is Roundtree Street – 520 Roundtree Street, Craven Terrace, Low-Income Housing Community - C.T. 9608, B.G. 1

Planned Activities	The national objective is Low/Mod-Income Area Benefit (LMA). The Matrix Code is 03Z Other Public Improvements Not Listed in 03A-03S
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Table 7 – Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following information provides a profile of the population, age, and racial/ethnic composition of the City of New Bern. This information was obtained from the U.S. Census Bureau American Factfinder website, <http://data.census.gov>. The 2020 Decennial Census and the 2016-2020 American Community Survey 5-Year Estimates were used to analyze the social, economic, housing, and general demographic characteristics of the City of New Bern. The Decennial Census and 5-year estimates are the most recent data available for the City. The 2010 DC data and 2005-2010 ACS data is included when necessary.

Population

Key points are:

- Between 2010 and 2020, the population increased by approximately 5.9%
- The City's population was 29,524 in the 2010 DCS
- The City's population was 31,291 in 2020 according to the 2020 DCS (a 1.1% increase)

Age

Key points are:

- Median age in New Bern is 40.7 years of age
- Youth under age 18 account for 21.3% of the total population

Race/Ethnicity

Composition from the 2020 Decennial Census:

- 56.7% of population is White
- 26.9% of population is Black or African American
- 6.5% of population is Asian
- 5.8% of population is Two or More Races
- 6.7% is Hispanic or Latino

Income Profile

The current Median Income for a family of four (4) in Craven County, North Carolina Metropolitan Statistical Area (MSA) is \$75,000 according to HUD's FY 2022 Income Limits. The following is a summary of income statistics for the City of New Bern:

- At the time of the 2015-2019 American Community Survey, the median household income in the City of New Bern was \$43,204 which was lower than the State of North Carolina (\$54,602).
- 39.1% of households have earnings received from Social Security income.

- 26.9% of households have earnings, received from retirement income.
- 8.1% of households have earnings received from public assistance.
- 43.9% of female-headed households with children were living in poverty.
- 35.0% of all youth under 18 years of age were living in poverty.

Low/Mod Income Profile

The low- and moderate-income profile for City of New Bern is a measurement of the area's needs. The City of New Bern has an overall low- and moderate-income percentage of 40.67%.

Economic Profile

The following illustrates the economic profile for the City of New Bern as of the 2015-2019 American Community Survey:

- 32.6% of the employed civilian population had occupations classified as management, business, science and arts.
- 20.3% of the employed civilian population had occupations classified as sales and office.
- 24.6% were in the service sector.
- Natural resources, construction, maintenance, production, transportation and material moving occupations represented 22.4% of those employed.
- 18.0% of workers were considered in the government class of employment.

According to the U.S. Labor Department, the preliminary unemployment rate for the City of New Bern in March of 2022 was 3.0%. New Bern’s unemployment rate was higher than the March of 2022 rates of the State of North Carolina (3.5%) and the national percentage of 3.6%.

Geographic Distribution

Target Area	Percentage of Funds
Low- and Moderate-Income Areas	100%
Greater Five Points	0%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The proposed activities and projects for FY 2022 are located in areas of the City with the highest percentages of low- and moderate-income persons, and those block groups with a higher than average percentage of minority persons. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 9605, B.G. 2
- C.T. 9606, B.G. 4

- C.T. 9608, B.G. 1
- C.T. 9608, B.G. 2
- C.T. 9608, B.G. 3
- C.T. 9608, B.G. 4
- C.T. 9609, B.G. 2

The total amount of FY 2022 CDBG funds available is \$268,786 of which 20.0% (\$53,957) is for administration and 80.0% (\$214,829) is allocated for project activities. Of the \$268,786 allocated for project activities, all of it is allocated to projects that will benefit low- and moderate-income persons giving the City a 100% low- and moderate-income benefit percentage for FY 2022.

Discussion

The geographic locations and the public benefit for the FY 2022 CDBG Activities are as follows:

- **Administration** – 303 First Street, New Bern, NC 28560
- **Housing Rehabilitation** – Citywide; To be determined.; Low/Mod Income Housing Benefit (LMH)
- **Bus Shelter Project Completion** – Roundtree Street – 520 Roundtree Street, Craven Terrace, Low-Income Housing Community - C.T. 9608, B.G. 1.; Low- and Moderate-Income Areas (LMA)

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of New Bern is utilizing its CDBG funds to support the following housing activities during this program year:

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total:	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total:	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of New Bern will fund the following projects with FY 2022 CDBG funds:

- CD-22-02 Housing Rehabilitation** – CDBG funds will be used to finance owner-occupied housing rehabilitation activities in the City of New Bern by Non-profit subrecipients. Eligible activities include the following: residential repair program; emergency repair program; accessibility program; and weatherization program. Subrecipients will submit a funding request to the City to operate the above programs. CDBG funds will be used to pay for project costs and program delivery costs.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of the City of New Bern's mission is:

- Providing affordable housing opportunities in a safe environment
- Revitalizing and maintaining neighborhoods
- Providing opportunities for low and moderate-income homeownership
- Forming effective partnerships to maximize housing, social, and economic opportunities
- Continuing its partnership with the City of New Bern for the revitalization of communities
- Pursuing funding for the development of affordable housing for the residents of New Bern

The Housing Authority of the City of New Bern is not rated as a "troubled" agency by HUD.

The Housing Authority of the City of New Bern owns and professionally manages family communities and elderly/disabled rental apartments. NBHA had one (1) public housing development: Trent Court. NBHA had also previously owned a second property: Craven Terrace. This property was sold. Before Hurricane Florence hit the City, NBHA had a total of 218 public housing units, with 11 accessible units. After Hurricane Florence caused flooding in many of the units in Trent Court, the Housing Authority was left with 110 units, of which 4 are accessible. NBHA also owns and manages Section 8 Housing for elderly residents in New Bern Towers. There are 106 units in New Bern Towers. The waiting list remains open.

Twin Rivers Opportunities, Inc. assists families who wish to live in privately owned housing and receive rental subsidy through the Housing Choice Voucher Program instead of NBHA. Twin Rivers Opportunities, Inc. administers 998 as of June 21, 2022, 36 of which are for residents that were displaced from Trent Court. There are currently 315 households on the waiting list for Housing Choice Vouchers and the waiting list is open.

Actions planned during the next year to address the needs to public housing

During this program year the Housing Authority will continue to maintain its 110 units. The Housing Authority is continuing to look for more buildable sites for affordable housing and to continue to promote its self-sufficiency programming for its residents.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

According to the Annual Plan for 2022, NBHA's progress in meeting their mission and goals states that NBHA set the goal of cooperating with the City of New Bern and other neighborhood partners to promote neighborhood revitalization and economic development in designated areas of the City, as evidenced by the resident input in the development of the Gateway Renaissance Plan and Greater Five Points Transformation Plan. New Bern Towers has an active resident council that expresses needs for both the

New Bern Towers community and the public housing under the Housing Authority of the City of New Bern as a whole. Trent Court formerly had an active resident council, but Hurricane Florence caused the council to disband, and the residents of Trent Court have struggled to restore it.

The Housing Authority of the City of New Bern does not support any homeownership initiatives. NBHA previously held homeownership classes in Trent Court and Craven Terrace, and these classes had active participation. However, these classes have ceased since Craven Terrace was sold.

Twin Rivers Opportunities, Inc. runs the Family Self-Sufficiency (FSS) Program. The program gives Section 8 voucher holders the opportunity to set and reach goals that they set for themselves and their families, as well as save a significant amount of money. Section 8 voucher holders may also use their vouchers to realize the American dream of becoming a homeowner. Both of these opportunities are available to Section 8 holders who choose to become participants in Section 8's Family Self-Sufficiency Program. There are two parts to the program. The first part of the program is the Self-Sufficiency program where participants have the opportunity to work towards and meet goals that they set for their families as well as save money that will become theirs when they have completed their goals. The second part of the program is the Homeownership Program. In this part of the program, a Section 8 participant can choose to use his or her Section 8 voucher to assist with the purchase and payment of a home.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the City of New Bern is not designated as a troubled housing authority.

Discussion

The Housing Authority of the City of New Bern is continuing to meet its goals by securing funding through RAD and CNI for the revitalization of the Greater Five Points area. The Housing Authority will also continue to apply for funding for additional affordable housing.

Trent Court, one the Housing Authority's public housing communities, was severely affected by Hurricane Florence. The residents displaced by the Hurricane have been given Section 8 Housing Choice Vouchers. Twin Rivers Opportunities, Inc., will ensure the placement of these residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The North Carolina Coalition to End Homelessness is collaborative applicant for the North Carolina Balance of State Continuum of Care. The 79 counties covered by the Continuum of Care are divided into 13 regions. The City of New Bern falls under the purview of Region 13 of the CoC, which is known as the Housing Alliance of Coastal Carolina (HACC) and includes Carteret, Craven, Jones, Onslow, and Pamlico Counties.

The leadership of Region 13 is responsible for acting as a member of the Balance of State CoC Steering Committee, the Coordinated Entry lead for the Region, the Point-in-Time and Housing Inventory Count lead for the region, and reviewing projects and processing state ESG grants for the regional geography.

The City of New Bern works closely with the homeless service providers within the City to identify and resolve issues of homelessness within the community. The Department of Development Services partners with statewide entities, as well as the local service providers including Religious Community Services, Coastal Women's Shelter, and Reviving Lives Ministries.

The following shelters were open in the City of New Bern during FY 2022.

- Religious Community Services - Emergency Crisis Shelter
- Religious Community Services - Families in Transition
- Religious Community Services - Veterans Transition Shelter
- Women's Coastal Shelter - Domestic Violence Shelter
- Reviving Lives Ministries - Addiction Recover Shelter

The FY 2022 CoC awards have not yet been announced.

Addressing the emergency shelter and transitional housing needs of homeless persons

Religious Community Services provides much of the shelter space for individuals and families in the County while also partnering with Craven Community College for job training and Craven-Pamlico Re-Entry to assist ex-offenders with housing, transportation, and vocational skills. NCWorks provides job training and assists in housing homeless veterans. Coastal Women's Shelter partners with local landlords to provide stable housing and keep children of families experiencing domestic violence in the same schools to assist these children in maintaining stability. Crossroads is the major mental health provider in the area, but the need for mental health care far surpasses the amount of assistance that Crossroads can provide. Religious Community Services has the following emergency shelter beds for homeless populations:

- **Homeless Families** – 4 beds
- **Homeless Women** – 6 beds
- **Homeless Veterans** – 5 beds

The Coastal Women's Shelter prioritizes providing safe, affordable housing for victims of domestic violence. The shelter has 19 total beds, 3 of which are infant cribs. The Coastal Women's Shelter will work with trusted landlords to place people in housing, but there is a shortage of trusted landlords.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The North Carolina Balance of State CoC's written standards focus on a Housing First model and follow the best practices of that model. The written standards utilize several strategies to increase the number of people who exist Emergency Shelter, Transitional Housing, and Rapid Re-housing to Permanent Housing destinations. Evaluations of these standards will be based on the length-of-time homeless of an individual or family in Emergency Shelter, Transitional Housing, or Rapid Re-Housing. The CoC will seek to make progress on the turnover rate of individuals and families, the targeting of individuals and families based on risk, and the number of positive exits into Permanent Housing.

The CoC Steering Committee has approved written standards that conform to best practices for Street Outreach, Emergency Shelter, Transitional Housing, Prevention and Rapid Rehousing, Permanent Supportive Housing, and Coordinated Entry Programs on September 6, 2016. There are additional policies for follow-ups to those that have exited Rapid Re-Housing, Anti-Discrimination, and Emergency Transfers based on the Violence Against Women Act (VAWA). The Balance of State CoC provides additional guidance to rural Continuums of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Discharge policies at local hospitals are designed to prevent those leaving the hospitals from being referred to Religious Community Services. Religious Community Services supports homeless in the community through operating emergency shelters and food and clothing services for those in need. By providing other supportive services, Religious Community Services intends to assist people who may be extremely low income and help feed and clothe them so that other family income may go to rent.

Local services such as Craven-Pamlico Re-Entry Council, Children's Developmental Services Agency, and Carolina East Health work with various populations that are at-risk of becoming homeless. Wraparound services are necessary to prevent homelessness and encourage self-sufficiency. Discharge policies are also put in place to direct low-income individuals who are at risk of homelessness to services that may assist them. There is a need for additional caseworkers to expand these services.

Discussion

Not Applicable.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Eastern North Carolina lags behind the urban centers of the state economically. As a result, low- and moderate-income people have less income, and housing affordability is a greater issue in the area for all residents. Residents in protected classes can face even more housing affordability challenges, particularly when they cannot prove discrimination.

The most common fair housing complaint in the City of New Bern, as is the case nationally, is on the basis of disability. In Eastern North Carolina, there have been multiple instances of residents that faced evictions because landlords were unwilling to provide reasonable accommodations.

Transportation is a common barrier to affordable housing in the area. The local public transit system is unreliable. To access services and employment, residents must live near service providers and employers.

One of the major barriers to affordable housing in the City of New Bern is that cases go largely unreported. Though there are likely more instances of discrimination in the area, very few complaints are filed and little data is available on the types of complaints.

Hurricane Florence has also affected access to fair housing in the region. Many affordable housing units were destroyed in the Hurricane. This has resulted in the relocation of low- and moderate-income people. Following these relocations, people often find themselves farther away from the services.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of New Bern intends to address housing affordability issues with the construction of new affordable housing. New construction will increase the supply for housing for low- and moderate-income persons. Additional units will also be targeted to housing those displaced by Hurricane Florence.

The Housing Authority of the City of New Bern provides reasonable accommodations for its residents upon request. There is a need for additional accessibility improvements, which the City will undertake over the course of the Five Year Consolidated Plan.

The City of New Bern is going to continue to partner with CARTS, the local transit agency, to improve services and transit-related infrastructure. CARTS has adopted a strategic transit plan to increase ridership, which the City will support with supplemental infrastructure projects.

To address the issue of unreported complaints, the City will conduct education and outreach on fair housing so that residents can know their rights and be aware of the instances when those rights are violated.

Discussion:

The City of New Bern proposes to undertake the following activities during the FY 2022 Program Year to affirmatively further fair housing:

- **CD-22-02 Housing Rehabilitation** - CDBG funds will be used to finance owner-occupied housing rehabilitation activities in the City of New Bern by Non-profit subrecipients. Eligible activities include the following: residential repair program; emergency repair program; accessibility program; and weatherization program. Subrecipients will submit a funding request to the City to operate the above programs. CDBG funds will be used to pay for project costs and program delivery costs.
- The City of New Bern will continue to work with the New Bern Housing Authority and Twin River Opportunities, Inc. to address issues of accessible housing.
- The City continues to work with Twin Rivers Opportunities, Inc. to mitigate the concentration of minority households and Section 8 Voucher holders.
- The City of New Bern continues to collaborate with Twin Rivers Opportunities, Inc. to implement strategies to provide consistent communication about the Section 8 Housing Choice Voucher program.
- The City of New Bern will partner with local agencies and groups to raise Fair Housing awareness and conduct fair housing trainings. Past groups that have conducted trainings include Legal Aid of North Carolina and the North Carolina Housing Coalition.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of New Bern has developed the following actions which address the obstacles to meeting underserved needs, fosters affordable housing, reduces lead-based paint hazards, reduces the number of families living in poverty, develops institutional structures, and enhances coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

Despite efforts made by the City of New Bern and social service providers, a number of significant obstacles remain to meeting underserved needs. With funding resources being scarce, funding becomes the greatest obstacle for the City of New Bern to meet its underserved needs. Insufficient funding lessens the ability to fund many worthwhile public service programs, activities, and agencies. Through its planning efforts, the City will use its limited resources to address the City of New Bern's greatest needs and improve the quality of life for its residents. The following obstacles need to be overcome in order to meet underserved needs:

- Lack of decent, safe, sound, and affordable owner and renter housing.
- High cost of construction and rehabilitation work, exacerbated by Hurricane Florence.
- Aging in place population who need accessibility improvements.
- Need major rehabilitation of the City's aging housing stock.
- The increasing number of vacant and abandoned properties, exacerbated by Hurricane Florence.
- Low wages in the service and retail sector job market.
- Displaced residents from Hurricane Florence.
- Continued social pressures due to the recovery from Hurricane Florence.

Actions planned to foster and maintain affordable housing

To foster and maintain affordable housing, the City proposes the following Five-Year Goals and Strategies:

- **HSS-1 Homeownership** - Promote and assist in developing homeownership opportunities for low- and moderate-income persons & families.
- **HSS-2 Housing Construction** - Promote and assist in the development of affordable housing, both rental and sales housing.
- **HSS-3 Housing Rehabilitation** - Promote and assist in the preservation of existing owner and renter occupied housing stock in the City.
- **HSS-4 Fair Housing** - Affirmatively further fair housing by promoting fair housing choice throughout the City of New Bern.

The City will partner with the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc. and other fair housing agencies to promote fair housing in the city, through fair housing trainings, education, and promotions.

The City of New Bern will continue to work with the City's Human Rights Commission during this program year to again provide education and outreach.

Actions planned to reduce lead-based paint hazards

According to the 2016-2020 American Community Survey, 34.7% of the housing units in the City of New Bern were built before 1980 and are therefore at risk for containing lead-based paint. According to the North Carolina Department of Health and Human Services' 2019 Lead Surveillance Report, 2,335 children (ages birth-6 years) were tested in Craven County for elevated blood lead levels. Of those tested, seven (7) had a blood lead level of 5-9 µg/dL or greater. With 0.2% of children tested having blood lead levels greater than 5 µg/dL, Craven County compares favorably to the rest of North Carolina, which averages 0.3% of children tested having blood lead levels greater than 5 µg/dL.

The revised Federal Lead-Based Paint Regulations published on September 15, 1999 (24 CFR Part 35) have had a significant impact on many activities – rehabilitation, tenant based rental assistance, and property acquisition – supported by the CDBG program. The City of New Bern will comply with Title 24, Part 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures (Current Rule).

The City of New Bern reviewed the Blood Lead Level Screening Plan provided through the North Carolina Department of Health and Human Services – North Carolina Childhood Lead Poisoning Prevention Program (CLPPP). Additionally, the City reviewed the Blood Lead Level testing data provided through the Center for Disease Control and Prevention – Childhood Lead Poisoning Prevention Program.

If the City of New Bern will ensure that the following will be done in conjunction with its Housing Rehabilitation activities:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.

- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities, when applicable.

In addition, in conjunction with its Housing Rehabilitation activities, the City will to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint safety requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.

Actions planned to reduce the number of poverty-level families

According to the 2016-2020 American Community Survey, 18.5% of all people in the City of New Bern have incomes below the poverty level. Additionally, 43.9% of female headed households with children with no husband present live in poverty. Individuals living on the threshold of poverty were faced with a collection of obstacles that prevent them from escaping their situation. Some may need adequate affordable housing, job skills training, day care for children, treatment for medical or substance abuse issues or they may be children and adults with educational needs.

The City allocates its Community Development Block Grant program to improve the living environments of low to moderate-income persons, specifically improving the lives of low- to moderate-income youth in order to break the cycle of poverty.

During this program year, the City of New Bern will fund the following activities to address the needs of individuals and households who live in poverty:

- **CD-22-02 Housing Rehabilitation** - CDBG funds will be used to finance owner-occupied housing rehabilitation activities in the City of New Bern by Non-profit subrecipients. Eligible activities include the following: residential repair program; emergency repair program; accessibility program; and weatherization program. Subrecipients will submit a funding request to the City to operate the above programs. CDBG funds will be used to pay for project costs and program delivery costs.

Actions planned to develop institutional structure

The City of New Bern works with the following agencies to enhance coordination:

- **City of New Bern - Development Services** - oversees the CDBG program.

- **Housing Authority of the City of New Bern** - oversees the improvements to public housing communities.
- **Twin Rivers Opportunities, Inc.** - oversees the Section 8 Housing Choice Voucher Program and the development of scattered site affordable housing.
- **Social Services Agencies** - the City provides funds to address the needs of low- and moderate-income persons.
- **Housing Providers** - the City provides funds to rehabilitate and develop affordable housing for low- and moderate-income families and individuals.
- **North Carolina Balance of State CoC** - oversees the Continuum of Care Network for 79 counties including Craven County. For planning purposes, the CoC is divided into thirteen (13) regions. Craven County is located in Region 13.

As part of the CDBG application planning process, local agencies, and organization are invited to submit proposals for CDBG funds for eligible activities.

The Development Services Department continues to look for gaps in the institutional structure. Maintaining and enhancing communication amongst all community and economic development stakeholders, is essential in addressing the needs identified in the City of New Bern's Five-Year Consolidated Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

Public Institutions: The City will act as a clearinghouse and facilitator for many of the activities described in the annual action plan. As the local unit of government, the City is empowered to apply for and administer certain types of grants. Support from the City, expressed as a certification of consistency or some other instrument, may be all that is required for some activities. Other activities will involve the more direct participation of the City for funding, acquisition of land or buildings, or in convening meetings of various agencies to iron out differences or strategies on how to seize opportunities. The City will continue to administer the CDBG program.

The Housing Authority of the City of New Bern administers public housing. Twin Rivers Opportunities, Inc. administers Section 8 Rental Assistance Programs in the City. This Authority is responsible for the management and maintenance of public housing units. The Housing Authority will continue in its efforts to modernize these public housing units in order to provide decent, affordable housing in the City.

Non-Profit Organizations: Non-profit housing agencies play a role in the implementation of this plan. Through the construction of new housing, and the rehabilitation of existing units, these agencies access financing sources such as the Low Income Housing Tax Credit, Greenleaf Funding, and charitable contributions that increase the supply of affordable housing. While some groups focus on the rehabilitation of single units for resale to first time homebuyers, others have attempted to create assisted rental developments. In the future, the union of such groups with social service agencies that serve

specific special needs populations will address the Five Year Consolidated Plan strategy for creation of supportive housing and affordable housing opportunities.

Non-profit educational institutions provide an important partnership for the City. Craven Community College is currently partnering with the City of New Bern on the construction of the VOLT Center. Craven Community College will provide job and vocational training at the center, which is located in the Greater Five Points Redevelopment Area.

Social service agencies are a link between the provision of housing and the population it is intended to serve. The agencies work directly with providers of services to persons with special needs including: mental health, mental retardation, elderly, drug and alcohol addiction and families that are at-risk of becoming homeless. Although these agencies cannot provide housing, they can direct housing efforts where needed and are integral in the planning of housing and services for target populations. Emergency shelters, including the Religious Community Services and Coastal Women's Shelter, will continue to provide shelter for the homeless.

Private Industry: Several lending institutions cooperate with the City to provide funding for downtown improvements. Those lending institutions play an important role by providing financing that would not otherwise be available. Additionally, the private businesses located in the area contributed to the Hurricane cleanup in Downtown New Bern.

Discussion:

Monitoring:

The Monitoring Plan represents the City of New Bern's strategy for overseeing the activities of entities that carry out CDBG assisted activities. The Monitoring Plan identifies the following:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- Identification of the specific Development Services staff members that will assume responsibility for monitoring
- The follow-up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The CDBG monitoring will be carried out at two (2) separate levels. First, the City will conduct an internal monitoring to review the homeowner rehab program and to ensure that the CDBG Program is being administered in accordance with CDBG and other federal regulatory and statutory requirements. Second, the City will conduct an external monitoring to review the activities of its sub-recipients.

The purpose of the City's monitoring efforts is:

- to identify and correct issues that prevent the City from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements before deficiencies lead to HUD monitoring findings, and
- to learn more about the strengths and weaknesses of the various organizations that plays a role in the City's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of New Bern receives an annual allocation of CDBG funds. Since the City receives this federal allocation, the questions below have been completed, as they are applicable.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income	\$0.00

Other CDBG Requirements

1. The amount of urgent need activities	\$0.00
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

CDBG Percentages:

- **Administrative Percentage:** 20.0%
- **Public Service Percentage:** 0.0%
- **Low and Moderate-Income Percentage:** 100.0%
- **No Slum and Blight Activities.**



SF 424 FORMS

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-22-MC-37-0025

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of New Bern

* b. Employer/Taxpayer Identification Number (EIN/TIN):

56-600025

* c. UEI:

CKYTDKAT93Z3

d. Address:

* Street1:

303 First Street

Street2:

* City:

New Bern

County/Parish:

Craven County

* State:

NC: North Carolina

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

28560-5505

e. Organizational Unit:

Department Name:

Dept. of Development Services

Division Name:

Community & Economic Dev.

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

D'Aja

Middle Name:

* Last Name:

Fulmore

Suffix:

Title:

Community Development Coordinator

Organizational Affiliation:

* Telephone Number:

(252) 639-7586

Fax Number:

(252) 636-2145

* Email:

fulmored@newbernc.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant (CDBG) /Entitlement Grant

*** 12. Funding Opportunity Number:**

Not Applicable.

* Title:

Not Applicable.

13. Competition Identification Number:

Not Applicable.

Title:

Not Applicable.

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

The FY 2022 Annual Action Plan for the Community Development Block Grant (CDBG) Funding.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="269,786.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="269,786.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of New Bern	DATE SUBMITTED 08/09/2022



NEW BERN

CITY OF NEW BERN

CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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 and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

August 9, 2022

Date

City Manager

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2020, FY 2021, and FY 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

August 9, 2022

Signature of Authorized Official

Date

City Manager

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

August 9, 2022

Date

City Manager

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.



NEW BERN

CITY OF NEW BERN

RESOLUTION

RESOLUTION

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

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of New Bern that under Fiscal Year 2022, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$269,786; and

WHEREAS, the City of New Bern's Department of Development Services has prepared an Annual Action Plan for Fiscal Year 2022, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five Year Consolidated Plan; and

WHEREAS, a draft of the FY 2022 Annual Action Plan were on public display from June 24, 2022 through July 25, 2022 and the City held a series of public meetings and hearings on the said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document

NOW THEREFORE, BE IT RESOLVED:

SECTION 1. That the Annual Action Plan for the Fiscal Year 2022 CDBG Program is hereby in all respects APPROVED and the City Recorder/Treasurer is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2022 with the Official Minutes of this Meeting of this Board

SECTION 2. That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

SECTION 3. That the Mayor, on behalf of the City of New Bern, North Carolina, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of

Housing and Urban Development which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$269,786; and its further AUTHORIZED to act as the authorized representative of the City of New Bern to sign any and all documents in regard to these programs.

SECTION 4. That the Mayor, on behalf the City of New Bern, North Carolina, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

ADOPTED this 9th day of August 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



NEW BERN

CITY OF NEW BERN

**FIRST
PUBLIC HEARING**



StarNews | The Dispatch | Times-News
 Sun Journal | The Daily News | The Star
 The Free Press | Gaston Gazette

Order Confirmation

Not an Invoice

Account Number:	512186
Customer Name:	City Of New Bern
Customer Address:	City Of New Bern P O BOX 1129 Accounts Payable New Bern NC 28563
Contact Name:	City Of New Bern
Contact Phone:	2526392711
Contact Email:	
PO Number:	

Date:	02/15/2022
Order Number:	6928080
Prepayment Amount:	\$ 0.00

Column Count:	2.0000
Line Count:	72.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NBN Sun Journal	1	02/18/2022 - 02/18/2022	Govt Public Notices
NBN encclassifieds.com	1	02/18/2022 - 02/18/2022	Govt Public Notices

Total Order Confirmation	\$334.10
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**PUBLIC HEARING NOTICE
CITY OF NEW BERN, NC
FY 2022 CDBG PROGRAM**

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on **Monday, March 7, 2022 at 6:00 PM**, prevailing time, in the Offices of the Development Services Department, Conference Room, 303 First Street, New Bern, North Carolina 28563. Masks are required and social distancing will be conducted. The Public Hearing can also be attended virtual through Microsoft Teams or through a call-in number. The Microsoft Teams link is the following: <https://tinyurl.com/vup6pfs?> The conference call-in number is 1 - 302 - 202-1110 and the conference code is 352428. The New Bern Development Services Offices are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents in order for them to participate in the public hearing, please call Ms. D'Aja Fulmore at (252) 639-7586, or by email address FulmoreD@newbernnc.gov or 711 for the hearing impaired, to make those arrangements.

The purpose of this public hearing is to discuss the City's Community Development Block Grant (CDBG) Program needs. In particular, the housing, community development, public services and economic development needs of the City of New Bern. This information will be utilized by the City in its preparation of the FY 2022 Annual Action Plan including the use of FY 2022 CDBG funds. Based on its 2021 allocation, the City of New Bern anticipates that it will receive an allocation of approximately \$268,768 in CDBG Entitlement funds. This amount is preliminary and is subject to changed based on the approval of the Federal Budget for FY 2022. In order to receive those funds, the City of New Bern must prepare a One Year Annual Action Plan for the use of Federal funds. At least 70% of the CDBG funds must benefit low- and moderate-income persons living in the City of New Bern. The City will be preparing its CDBG application and it intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process.

The following types of activities may be eligible for funding under the CDBG program: acquisition of property; disposition costs; improvements to public facilities, including the removal of architectural barriers; demolition and environmental clean-up; public services that are a new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental; program administration; audit; and other miscellaneous activities.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of the City of New Bern and the use of CDBG funds to address those needs over the next fiscal year. Written comments may be addressed to Ms. Amanda Ohlensehlen, Economic and Community Development Manager, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to ohlensehlena@newbernnc.gov.

Hon. Dana E. Outlaw
Mayor, City of New Bern

City of New Bern, NC
CDBG Public Needs Hearing Comments

March 7, 2022

NAME	NUMBER	IDENTIFIED NEED
Greg Holmes	732-310-5104	Seniors need roof repairs, house rehab for low-income.
Lainey White	252-639-8912	Reviving Lives, need of funding for housing stability.
Antoinette Boskey		Habitat for Humanity - Housing rehab and sidewalks.
Jameesha Harris	252-622-2719	Partnership with Habitat for Humanity.
Carly Swindell	252-229-2960	Affordable homes and rebuilding homes.
Ethel Sampson		Block Captain; House has been bolted up, no further issues seen.
Barbara Sampson	252-288-1333	Block Captain; Better drainage for rain events and after drainage, security fence behind school so kids won't fall.
Marshall Williams	252-229-1201	Housing rehab funding go to rental properties, community signage, financial budgeting workshops.

Della Wylley		On call to listen, no remarks.
Chair Lee		On call to listen, no remarks.
Melissa Wallace		On call to listen, no remarks.
Hazel Royal	252-670-5508	Abundant Life Church - resources and services for family for moving to independent living, transitional housing, youth activities.
Reggie Jones		McCotter house for medical clinic, for programming-mental and physical.
Terre Holloway		Water pumps back in Duffyfield.
Lorelei Schaffhausen	252-288-1358	Flood mitigation, repeat problem, fence off for drowning issue, housing repair, lighting needs in community, streetlights.
Steve Strickland		Redevelopment Commission - rehab efforts of Commission, and infrastructure project.
Charles Benjamin		Block Captain; Would like to see the City just finish a project.
Tabari Wallace		Redevelopment Commission - Health and wellness center at McCotter House.
James Wood		CDAC - Get Stanley white up and running, push alderman.



NEW BERN

CITY OF NEW BERN

SECOND PUBLIC HEARING

**NOTICE OF PUBLIC HEARING AND DISPLAY
OF THE FY 2022 ANNUAL ACTION PLAN
CITY OF NEW BERN, NORTH CAROLINA**

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on **Tuesday, July 12, 2022 at 6:00 PM**, in the:

**City Hall Courtroom
300 Pollock Street
New Bern, NC 28560**

City Hall and the City Hall Courtroom are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents with disabilities in order for them to participate in the public hearing, including a Spanish or Karen interpreter, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at fulmored@newbernnc.gov. To make arrangements for the hearing impaired, call 7-1-1 for Relay North Carolina TDD.

The purpose of the public hearing is to present the City of New Bern's FY 2022 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds. The City intends to submit its FY 2022 Annual Action Plan in the amount of \$269,786 for FY 2022 CDBG funds. The FY 2022 CDBG Plan will be submitted to HUD on or before August 15, 2022.

In order to obtain the views of residents, public agencies, and other interested parties, the City of New Bern will place its FY 2022 Annual Action Plan on display from Friday, June 24, 2022 through Monday, July 25, 2022, at the following locations during normal operational hours:

**City of New Bern City Hall
City Clerks' Office
300 Pollock Street
New Bern, NC 28560**

**Office of the Department of Development Services
303 First Street
New Bern, NC 28560**

**New Bern-Craven County Public Library
400 Johnson Street
New Bern, NC 28560**

The Community Development Block Grant (CDBG) budget for FY 2022 can be accessed at the City of New Bern website: <https://www.newbernnc.gov/>.

This plan will be available for examination during normal business hours of operation until July 25, 2022. The FY 2022 Annual Action Plan will be submitted to the Board of Aldermen on Tuesday, August 9, 2022, at which time these documents will be presented to the City of New Bern Board of Aldermen for approval at its regular Board Meeting.

The Proposed FY 2022 Annual Action Plan were prepared after conducting a public hearing on housing and community development needs, meetings with housing provider agencies, meetings with the City's staff and officials, and in accordance with City's Five-Year Consolidated Plan.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG Funds.

All interested persons, groups, and organizations are encouraged to attend this public hearing and will be given the opportunity to present oral or written testimony concerning the proposed plans and uses of Federal funds under the FY 2022 Annual Action Plan. Written comments may be addressed to Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to fulmored@newbernnc.gov. Persons with learning and/or speech impediments may contact the City via 7-1-1.

Hon. Dana E. Outlaw
Mayor, City of New Bern, NC



Development Services
2022 CDBG Annual Action Plan
August 9, 2022

1

Updated 2022 CDBG Activity Summary

The City of New Bern proposes to undertake the following activities with the FY 2021 CDBG Funds:

- | | |
|---|---------------------|
| • Housing Rehabilitation: | \$200,829.00 |
| • Bus Shelter Project: | \$15,000.00 |
| • General Administration: | \$53,957.00 |
|
 | |
| • Total Entitlement Fund Budget: | \$269,786.00 |

2

2022 Project Descriptions

2.	Project Name	Housing Rehabilitation
	Target Area	Low-and Moderate-Income Areas
	Goals Supported	HSS-3 Housing Rehabilitation
	Needs Addressed	Housing Priority
	Funding	CDBG: \$200,829.00
	Description	CDBG funds will be used to finance owner-occupied housing rehabilitation activities in the City of New Bern by Non-profit subrecipients. Eligible activities include the following: residential repair program; emergency repair program; accessibility program; and weatherization program. Subrecipients will submit a funding request to the City to operate the above programs. CDBG funds will be used to pay for project costs and program delivery costs.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately, 15 low-moderate income housing units
	Location Description	To be determined.
	Planned Activities	The National Objective is Low/Mod Housing Benefit (LMH). The HUD Matrix Code is 14A Rehabilitation: Single-Unit Residential

3

2022 Project Description

3.	Project Name	Bus Shelter Project Completion
	Target Area	Low-and-Moderate Income Area
	Goals Supported	CDS-4 Public Transit
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$15,000.00
	Description	CDBG funds will be used to pay for the cost for City employees to install one (1) bus shelters in cooperation with the Craven Area Transit System (CARTS), the local public transportation provider. These funds will be used to pay for materials and labor related to the installation of one bus shelter. The shelter will be located in a specific area that serves low-and moderate-income persons. The shelter will be set on concrete pads with handicap access to surrounding walks and street crossings. (Multi-year Activity.)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 Public Facility of Infrastructure Activities other than Low/Moderate Income Housing Benefit Location Description: Roundtree Street- 520 Roundtree Street
	Location Description	
	Planned Activity	

4

2022 Project Descriptions

1.	Project Name	Administration
	Target Area	Low- and Moderate-Income Areas
	Goals Supported	APM-1 Overall Coordination
	Needs Addressed	Administration, Planning, and Management Priority
	Funding	CDBG: \$53,957.00
	Description	Overall program administration of the CDBG Programs, including: staff salaries, wages, and benefits; related costs to administer the programs including supplies, materials, mailings, duplications, etc.; monitoring and oversight; advertising and public hearing costs; market studies; planning activities and the preparation of the Annual Action Plan, Environmental Review Record, Consolidated Annual Performance and Evaluation Report, Fair Housing, etc.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 Organization
	Location Description	Citywide
	Planned Activities	The Matrix Code is 21A General Program Administration.

5

Questions?

6

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance amendment to recognize the FY 2022 CDBG Entitlement Grant Award

Date of Meeting: 08/09/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The budget ordinance recognizes the CDBG Entitlement award for FY 2022 in the amount of \$269,786
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Budget Ordinance Amendment

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:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: July 25, 2022
RE: Ordinance Amendment to the Community Development Block Grant (CDBG) Entitlement Grants Funds

Background

On September 10, 2013, the Board adopted a resolution authorizing the staff to pursue Community Development Block Grant (CDBG) Entitlement City status with the U.S. Department of Housing and Urban Development (HUD), which allows the City to receive funds through an annual allocation rather than having to compete with other small cities and counties for state CDBG funds. The City of New Bern received the Entitlement City status and continues to receive annual funding awards.

Current

The City has been awarded the FY 2022 funds in the amount of \$269,786 and this ordinance amendment establishes the necessary budgets.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on August 9, 2022.

**AN ORDINANCE TO AMEND THE GRANT ORDINANCE
Entitlement Cities Community Development Block Grant (“CDBG”) Fund**

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

Section 1. That Section 3 of the Entitlement Cities CDBG Grant Fund Ordinance adopted on August 12, 2014 is hereby amended to recognize subsequent year grant award revenues.

Increase: Grant Revenues \$269,786

Section 2. That Section 4 of the Entitlement Cities CDBG Grant Fund Ordinance adopted on August 12, 2014 is hereby amended to recognize additional appropriations for the grant programs.

Increase: Development Services - SRF \$269,786

Section 3. This amendment shall become effective upon adoption.

ADOPTED, THIS THE 9TH DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 612 Second Avenue

Date of Meeting: 8/9/2022	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	An offer of \$2,022 has been received for the purchase of 612 Second Avenue (PID 8-012-216). This represents slightly more than 50% of the tax value. The parcel is a vacant residential lot.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, resolution, offer to purchase, map and picture of the property, tax property card, and memo of support from the Redevelopment Commission

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



NEW BERN
CITY OF NEW BERN

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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: July 29, 2022
SUBJECT: Offer to Purchase 612 Second Avenue

Rise Up New Bern, LLC made an offer to purchase 612 Second Avenue for \$2,022.00. The tax value of the vacant 0.050-acre parcel is \$4,000.00, and the offer represents slightly more than 50% of that value. The property was acquired jointly by the City and County in December of 2016 through tax foreclosure. At that time, the unpaid taxes, interest, penalties, and costs due to Craven County were \$3,527.00. Unpaid taxes, interest, penalties, and costs due to the City were \$2,850.33. The City also had a lien assessment in the amount of \$4,860.00.

If the property is sold for the initial bid, the City is projected to receive \$1,123.27 plus the cost to advertise, and the County is projected to receive \$898.73 minus the advertising cost.

The property is in the boundary of the Redevelopment Commission. Mark Roberts made a presentation before the Commission at its May 11, 2022 meeting, and the Commission unanimously approved a recommendation that the Board of Aldermen initiate the upset bid process. A memo from Matt Schelly, Interim Director of Development Services, is attached to confirm this action.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 612 Second Avenue, Craven County parcel identification number 8-012-216; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,022.00 submitted by Rise Up New Bern, LLC; and

WHEREAS, Rise Up New Bern, LLC has paid the required five percent (5%) deposit on the offer.

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 9th DAY OF AUGUST, 2022.

DANA E. OUTLAW, Mayor

BRENDA E. BLANCO, City Clerk

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 612 Second Ave
Subdivision Name: Five Points
Tax Parcel ID No.: 8-012-216
Plat Reference: 2149B

Being all of that property more particularly described in Deed Book 3484, Page 203 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2022.00 and shall be paid as follows: #194394
(a) \$ 2022.00, EARNEST MONEY DEPOSIT with this offer by [] cash [x] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
(b) \$ - 0 - , BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

- (a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.
(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

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

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

Buyer Initials [Signature] Seller Initials _____
Rise Up New Bern LLC manager

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

BUYER:

(If an individual)

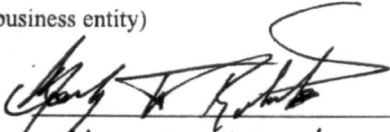
_____ (SEAL)
 Name: _____
 Date: _____
 Address: _____
 Phone: _____

SELLER

CRAVEN COUNTY

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

(If a business entity)

By:  _____ (SEAL)
 Its: Managing Member
 Date: 6/29/2022
 Address: 1117 N. Craven St
New Bern NC 28560
 Phone: 919-614-3658

CITY OF NEW BERN

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

Buyer Initials MP _____ Seller Initials _____
Manager
RiseUP New Bern LLC

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 6/29/2022 4:15:11 PM

Parcel ID : 8-012 -216
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : 612 SECOND AVE
Description : 612 SECOND AVE; PT OF LOT 60 WEST ENDS
Lot Description : **Subdivision :**



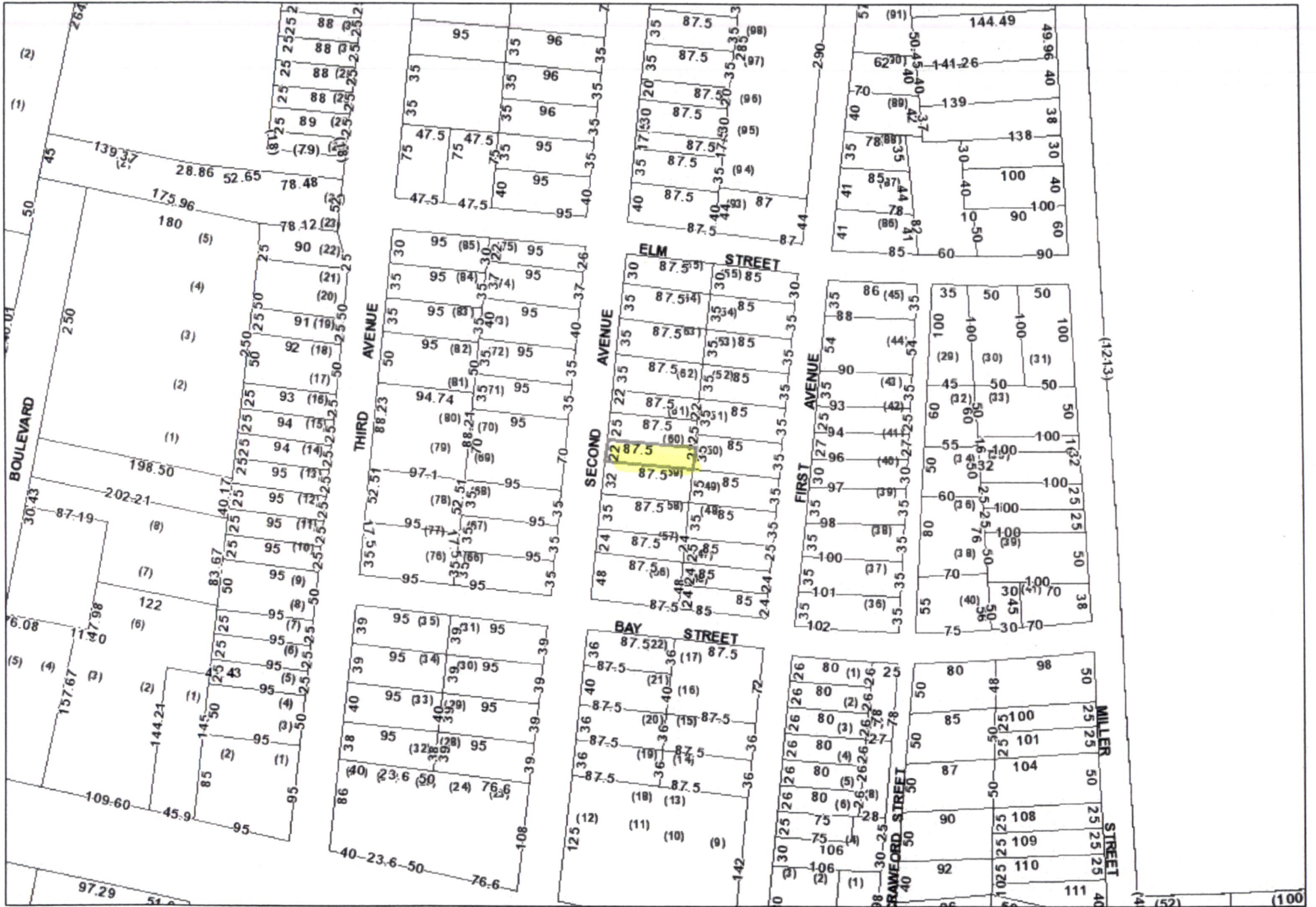
Assessed Acreage : 0.045 **Calculated Acreage :** 0.050
Deed Reference : 3484-2003 **Recorded Date :** 12 5 2016
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/5/2016	CLARK, JULUIS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$11,500

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-012-216 612 Second Ave

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 29, 2022 at 4:16:23 PM

1 inch = 122 feet



612 SECOND AVENUE



ESTIMATE OF DIVISION OF PROCEEDS

Property: 612 Second Ave			
Offer Amount			\$ 2,022.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 2,022.00
County cost reimbursement		\$ 1,879.77	
City cost reimbursement		\$ 791.55	\$ 2,671.32
Remaining Balance			\$ (649.32)
County Taxes at Foreclosure	\$ 1,647.23	44.448%	\$ (288.61)
City Taxes/Priority Liens at Foreclosure	\$ 960.28	55.552%	\$ (360.71)
City Taxes/Equal Liens at Foreclosure	\$ 1,098.50		
Total Taxes	\$ 3,706.01		
City Assessments	\$ 4,860.00		
County Total	\$ 898.73		
City Total	\$ 1,123.27		



NEW BERN

NORTH CAROLINA

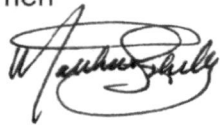
303 First Street, P.O. Box 1129

New Bern, NC 28563

(252)639-7587

MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services 

DATE: June 1, 2022

SUBJECT: Recommendation to the Board of Aldermen to initiate the upset bid process for 612 Second Avenue by The Redevelopment Commission of the City of New Bern.

The Redevelopment Commission of the City of New Bern supports the initiation of an upset bid process for the property located within the Redevelopment Commission boundary at 612 Second Avenue, further identified as Craven County Parcel Id Number 8-012-216. The property is jointly owned by Craven County and the City of New Bern; therefore, an upset bid initiation is required to offer this property for purchase. The information presented by Mark Roberts for his desired use is consistent with the Redevelopment Plan, which was approved and adopted February 11, 2020, by the Board of Alderman. The Redevelopment plan facilitates rebuilding and rehabilitation in the Redevelopment Commission boundary. The Redevelopment Plan is designed to improve the overall appearance of the redevelopment area community by removing the overgrowth, litter and debris that contributes to visual blight.

At their May 11, 2022, meeting The Redevelopment Commission unanimously approved the request recommending the Board of Aldermen initiate the upset bid process for 612 Second Avenue.

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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Approve a General Warranty Deed between Habitat for Humanity of Craven County NC, Amellia, and the City for 2803 Aycock Avenue

Date of Meeting: 8/9/2022	Ward # if applicable: 2
Department: City Attorney	Person Submitting Item: Jaimee Bullock-Mosley, Asst. City Attorney
Call for Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	To approve the City's execution of a general warranty deed for the conveyance of property at 2803 Aycock Avenue by Habitat to release any rights retained by the City by virtue of a Transfer and Reversion Agreement
Actions Needed by Board:	Adopt resolution
Backup Attached:	Resolution, Memo and Deed

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

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

Additional Notes:

MEMORANDUM

TO: Mayor and Members of the Board
City Manager

FROM: Jaimee Bullock Mosley, Assistant City Attorney

RE: Property at 2803 Aycock Avenue conveyed by the City to Habitat for Humanity
of Craven County NC

DATE: July 25, 2022

In September of 2019, the City conveyed numerous properties, including property at 2803 Aycock Avenue (Craven County parcel identification number 8-037-023) to Habitat for Humanity of Craven County NC to be developed as affordable housing for persons of low and moderate income. This property is subject to the terms and conditions of a Transfer and Reversion Agreement. The property has now been developed as low-income housing, and Habitat has requested that the City execute the deed to the buyer for the sole purpose of releasing any rights retained by the City by virtue of the Transfer and Reversion Agreement.

RESOLUTION

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

That the general warranty deed dated August 9, 2022, by and between Habitat for Humanity of Craven County NC, Amellia Jenkins and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 9th DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

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

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

Parcel No. 8-037-023
Revenue Stamps \$ _____

NORTH CAROLINA
CRAVEN COUNTY

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated the _____ day of _____, 2022, is made by and between **Habitat for Humanity of Craven County NC (“Habitat”)**, a North Carolina nonprofit corporation, whose address is 930 Pollock Street, New Bern, North Carolina 28560, (herein called the "Grantor"); **Amellia Jenkins**, whose address is 930 Pollock St., New Bern, North Carolina 28562, (herein called the “Grantee”) and **The City of New Bern**, a North Carolina municipal corporation, whose address is P.O. Box 1129, New Bern, NC 28563, party of the third part (herein called the “City”), which joins in the execution of this deed for the sole purpose set out hereinbelow.

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

WITNESSETH:

WHEREAS, City conveyed to Habitat the hereinafter described real property by Deed recorded in Book 3588, Page 469 of the Craven County Registry; and

WHEREAS, the conveyance by the City to Habitat was to enable Habitat to develop the subject property as affordable housing for persons of low and moderate income in the City of New Bern, as addressed in the Transfer and Reversion Agreement dated September 24, 2019, and recorded in Book 3588, Page 459 of the Craven County Registry.

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

That certain lot or parcel of land situate in the City of New Bern, Craven County, North Carolina and more particularly described as follows:

Being all of Lot number Nine Hundred Thirty Eight (938) of the Pembroke Subdivision as per plat recorded in Map Book 1 on Pages 164 and 165 and Map Book 5 on Page 2 in the Office of the Register of Deeds of Craven County, to which plat reference is hereby made for a greater certainty of description.

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

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

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

The City of New Bern joins in the execution of this deed for the sole purpose of releasing any rights which it retained in the property being conveyed by this instrument by virtue of the Transfer and Reversion Agreement dated September 24, 2019, and recorded in Book 3588, Page 459 of the Craven County Registry.

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

**Habitat for Humanity of Craven County NC,
a North Carolina nonprofit corporation**

BY: _____
Cinda Hill, President

ACKNOWLEDGEMENT

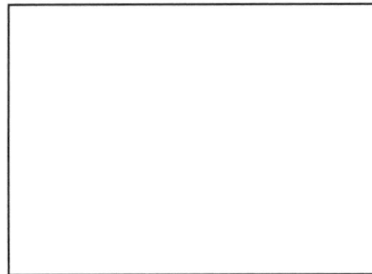
The undersigned Notary Public does hereby certify that **Cinda Hill** personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged (i) that she is the President of **Habitat for Humanity of Craven County NC, North Carolina nonprofit corporation**, and (ii) that by authority duly given and as the act of such corporation, she signed the foregoing instrument in the name of such corporation on such corporation's behalf as its act and deed.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

NOTARY PUBLIC



City of New Bern
A North Carolina Municipal Corporation

By: _____
Dana E. Outlaw _____, Mayor

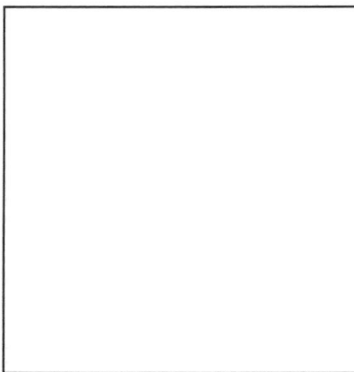
ATTEST:

Brenda E. Blanco, City Clerk

NORTH CAROLINA
CRAVEN COUNTY

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

Witness my hand and official stamp or seal, this the _____ day of August, 2022.



Notary Public
My Commission Expires: _____

EXHIBIT A

(Deed: Amellia Jenkins)

This Restrictive and Protective Covenants Agreement, entered into this the ____ day of _____, 2022, by and between **Habitat for Humanity of Craven County NC**, a North Carolina non-profit corporation (hereinafter called "Habitat"), and **Amelia Jenkins** (hereinafter called "Buyer"),

WITNESSETH:

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

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

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

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

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

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

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

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

Note and the Habitat Deed of Trust. Buyer also agrees to execute a second Promissory Note and second Deed of Trust as further security for Habitat; a corresponding acknowledgment regarding this liquidated damages provision is documented in said offer to Purchase and Contract.

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

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

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

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

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

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

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

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

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

(f) In the event of the death of Buyer, Habitat shall be entitled to purchase the Property by giving written notice thereof to the executor or administrator of the estate within thirty (30) days from the date Habitat shall receive written notice of death. The purchase price to Habitat shall be equal to the outstanding amount owing to Habitat under the Habitat Note as of the date of death, plus a percentage of the difference between such outstanding amount and the fair market value of the Property at the date of death, which percentage shall be calculated in the same manner as hereinbefore provided in this section 5, as if the fair market value were identical to the third party offer. In order to determine the fair market value, Habitat shall appoint three (3) certified real estate appraisers, each of whom shall establish a value for the Property, and the fair market value shall be deemed to be the average of the three appraisals.

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

(a) If the sale occurs prior to the first anniversary of the acquisition Date, Habitat shall be entitled to receive an amount equal to the then outstanding principal amount of the Habitat Note on the date of closing plus one hundred per cent (100%) of the net excess proceeds. For purposes of this paragraph 6, "net excess proceeds" shall mean all proceeds, less all the payoff of the Habitat Note, less sales commission and less all other seller closing costs.

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

<u>Year</u>	<u>Percentages</u>
First anniversary to Second anniversary	93.4%
For each subsequent year through the final anniversary subtract per year	6.6%
After final anniversary	0%

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

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

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

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

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

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

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

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

Amelia Jenkins

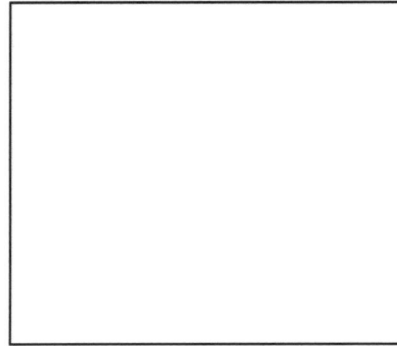
ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that **Amelia Jenkins** personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

My Commission Expires:

NOTARY PUBLIC



NOTARY SEAL/STAMP MUST APPEAR

LEGIBLY IN BOX TO RIGHT

**Habitat for Humanity of Craven County,
a North Carolina nonprofit corporation**

BY: _____
Cinda Hill, President

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that **Cinda Hill** personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged (i) that she is the President of **Habitat for Humanity of Craven County NC, North Carolina nonprofit corporation**, and (ii) that by authority duly given and as the act of such corporation, she signed the foregoing instrument in the name of such corporation on such corporation's behalf as its act and deed.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with the NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029.

Date of Meeting: 08/09/2022	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The city has been awarded \$964,807.00, from NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029. A MOU is required for acceptance of the grant.
Actions Needed by Board:	Consider adopting a Resolution
Backup Attached:	Memo, Resolution, Memorandum of Understanding

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:



MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Matt Schelly, Interim Director of Development Services

DATE: July 29, 2022

SUBJECT: Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with the NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029.

The city has been awarded \$964,807.00, from NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029. The City of New Bern will acquire and demolish an additional eight (8) residential structures to return the land to green space. The deeds of the properties will be transferred to the City of New Bern with restrictions imposed for the side to remain as open space in perpetuity.

Site locations:

1.	917 Devers Avenue	New Bern	NC	28562	35.11352	- 77.05858
2.	1505 North Hills Ct	New Bern	NC	28562	35.12206	- 77.07288
3.	2401 North Hills Ct	New Bern	NC	28562	35.12163	- 77.06907
4.	2402 North Hills Ct	New Bern	NC	28562	35.12209	- 77.06880
5.	2404 North Hills Ct	New Bern	NC	28562	35.12224	- 77.06914
6.	2513 North Hills Ct	New Bern	NC	28562	35.12258	- 77.07235
7.	2606 North Hills Ct	New Bern	NC	28562	35.12340	- 77.07356
8.	2608 North Hills Ct	New Bern	NC	28562	35.12350	- 77.07390

The board is asked to Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with the NC Department of Public Safety – Division of Emergency Management for HMGP Project 4393-0029

If you have any questions or need additional information, please contact Matt Schelly at 252-639-7583.

RESOLUTION

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

That the Memorandum of Understanding by and between the City of New Bern and the North Carolina Department of Public Safety, Division of Emergency Management, 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 9th DAY OF AUGUST 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT**

AND

CITY OF NEW BERN

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0029

DPS Fund Code: 4393NCP00000044

MOA Amount: \$964,807.00

County: Craven

Tax ID/EIN#: 56-6000235

DUNS #: 091564294

MOA Period of Performance: March 12, 2020 through March 12, 2023

This Memorandum of Agreement (“MOA” of “Agreement”) is made on this date _____, by and between the County of (“Municipality/County” or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (“NCEM” or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/County of New Bern completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the State Centric Model this 14th day of June, 2021;

State Centric MOA

4393-0029

City of New Bern

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # 4393-0029) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

The City of New Bern will acquire and demolish an additional eight (8) residential structures to return the land to green space. The deeds to the properties will be transferred to the City of New Bern with restrictions imposed for the site to remain as open space in perpetuity.

Site Location:

	Address	City	State	Zip Code	Latitude	Longitude
1.	917 Devers Avenue	New Bern	NC	28562	35.11352	-77.05858
2.	1505 North Hills Ct	New Bern	NC	28562	35.12206	-77.07288
3.	2401 North Hills Ct	New Bern	NC	28562	35.12163	-77.06907
4.	2402 North Hills Ct	New Bern	NC	28562	35.12209	-77.06880
5.	2404 North Hills Ct	New Bern	NC	28562	35.12224	-77.06914
6.	2513 North Hills Ct	New Bern	NC	28562	35.12258	-77.07235
7.	2606 North Hills Ct	New Bern	NC	28562	35.12340	-77.07356
8.	2608 North Hills Ct	New Bern	NC	28562	35.12350	-77.07390

Total Estimated Management Costs

\$15,598.00

State Centric MOA

4393-0029

City of New Bern

(2) **CONDITIONS**

RECIPIENT/SUBGRANTEE shall:

- 1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.
- 2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.
- 3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.
- 4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- 5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity.

RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.

2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.

3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.

4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.

5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off Meeting** with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) **BUDGET AND FUNDING**

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project DR-4393, which is a sub-award in the Cost Center 2D530076.

Budget Information

Total: **\$ 980,405.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated September 21, 2021.

Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) "**Conditions**"; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed

Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure

of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10)

LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by

third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

- (c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 - 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;

4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.
- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

- (a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or

work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.

- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement shall in no way relieve the RECIPIENT/SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

- (a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90)

days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.

- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian 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;
- (3) Is 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 (2) above; and,

- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(19) ASSURANCES

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(20) FEMA REQUIRED CONTRACT PROVISIONS

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2022.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____

WITNESS:

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____
KIMBERLY K. ROSE
SENIOR ACCOUNTANT
FEDERAL EMPLOYER I.D. # 56-6000235
DATE _____

APPROVED AS TO PROCEDURES:

BY: Sharon Marsalis
SHARON MARSALIS, INTERIM BUDGET
DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 6/17/2022 | 12:11:43 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:
 - a. **Notice to Cure.** State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.
4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity.** During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

- a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.
- d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEES and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEES and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination.** RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. *Withholding for unpaid wages and liquidated damages.* State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

- d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

RECIPIENT/SUBGRANTEES who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. Procurement of Recovered Materials.

- a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Women and Minority Owned Businesses. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. **Access to Records.** The following access to records requirements apply to this contract:
- a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
 - e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.
14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
15. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
16. **Personnel.** RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
20. **DHS, Seal, Logo, and Flags.** The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
21. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.
22. **Copeland Anti-Kickback Act.** If applicable, Compliance with the Copeland "Anti-Kickback" Act.
 - a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. 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.

3. The undersigned 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 and disclose accordingly.

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

The RECIPIENT/SUBGRANTEE, Kimberly K. Rose, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of RECIPIENT/SUBGRANTEE's Authorized Official
KIMBERLY K. ROSE, SENIOR ACCOUNTANT
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

Date

ATTACHMENT D: BEST PRACTICES: ACQUISITION, DEMOLITION, AND DEBRIS REMOVAL STIPULATIONS FOR HMGP PROJECTS

North Carolina, Hurricane Florence (2/20/2019)

General Approach to Minimize Impact to Soil:

- o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.
- o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.
- o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.
- o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.
- o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o Debris Removal

- Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office.

o Demolition

Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o Utility Lines

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o Cemetery Buffer Zone

- Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

o Archaeological Materials/Human Remains

- If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The applicant's contractor will immediately notify the applicant of the discovery, with the applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO,

Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.

- If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP’s “Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects” (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

- An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.
- Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.
- Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.
- All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.
- **The notification form, DHHS 3768, “Asbestos Permit Application and Notification for Demolition/Renovation” is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.**

Asbestos Continued, Other Issues:

- Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to any burning.**
- Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to salvaging or deconstruction activities.**

- Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited asbestos inspector and an approved notification form (DHHS-3768) will be required prior to any grinding or chipping activities.**

Lead Based Paint:

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing homes damaged by Hurricane Florence.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this “Best Practices” document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as “Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects,” as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting resolution requesting for a 0.09-mile portion of Taberna Way be added to the NCDOT, Division of Highways, State Maintained Secondary Road System.

Date of Meeting: 8/9/2022	Ward # if applicable: Ward 3
Department: Public Works	Person Submitting Item: George Chiles, Interim Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	NCDOT has requested the City of New Bern petition for the addition of a 0.09-mile portion of Taberna Way be added to the NCDOT Secondary Road System. This portion of roadway begins at the Highway 70 entrance of Taberna ending approximately 20' west of the centerline NC Railroad tracks. This area is included in the NCDOT Highway 70 Improvements Project.
Actions Needed by Board:	Adopt attached resolution.
Backup Attached:	NCDOT Petition for Addition Form SR-1 with supporting documents, and Resolution Form SR-2.

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:

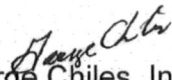


NEW BERN
NORTH CAROLINA

Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129
Phone: (252) 639-7501
Fax: (252) 636-1848

August 9, 2022

Memo to: Mayor and Board of Aldermen

From:  George Chiles, Interim Director of Public Works

Re: **Consider adopting Resolution requesting for a 0.09-mile portion of Taberna Way be added to the NCDOT, Division of Highways, State Maintained Secondary Road System.**

Background Information:

NCDOT is in the process of completing right-of-way acquisition necessary for the Highway 70 Improvements. As a part of these improvements, alterations are planned for the Taberna Way/Highway 70 intersection. NCDOT has requested the City of New Bern Board of Alderman approve a resolution requesting NCDOT add 0.09 miles of Taberna Way to the State Secondary Road System. This portion of roadway begins at the Highway 70 entrance of Taberna ending approximately 20' west of the centerline NC Railroad tracks. This area is included in the NCDOT Hwy 70 Improvements Project.

Recommendation:

The Public Works Department is recommending the Board of Aldermen adopt the resolution requesting NCDOT add 0.09 miles of Taberna Way to the NCDOT State Maintained Secondary Road System.

If you have any questions concerning this matter, please feel free to contact me directly.

RESOLUTION

WHEREAS, the City of New Bern desires to petition the NC Department of Transportation ("NCDOT") to add 0.09 miles of Taberna Way to the State Maintained Secondary Road System.

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

That the request to petition NCDOT to add a 0.09-mile portion of Taberna Way to the Division of Highways State Maintained Secondary Road System is hereby approved, and the City Clerk is hereby authorized to certify the request, a copy of which is attached hereto and incorporated herein.

ADOPTED THIS 9th DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Craven

Road Description: Taberna Way

WHEREAS, the attached petition has been filed with the New Bern City Board of Alderman of the County of Craven requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the New Bern City Board of Alderman is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the New Bern City Board of Alderman of the County of Craven that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the New Bern City Board of Alderman of the County of Craven at a meeting on the ____ day of _____, 20__.

WITNESS my hand and official seal this the ____ day of _____, 20__.

Official Seal

Clerk, New Bern City Board of
Alderman _____

BRENDA E. BLANCO, CITY CLERK

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Craven Road Name: Taberna Way
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Taberna Length (miles): 0.09

Number of occupied homes having street frontage: _____ Located (miles): _____

miles N S E W of the intersection of Route 1922 and Route US70.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of City of New Bern in Craven County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

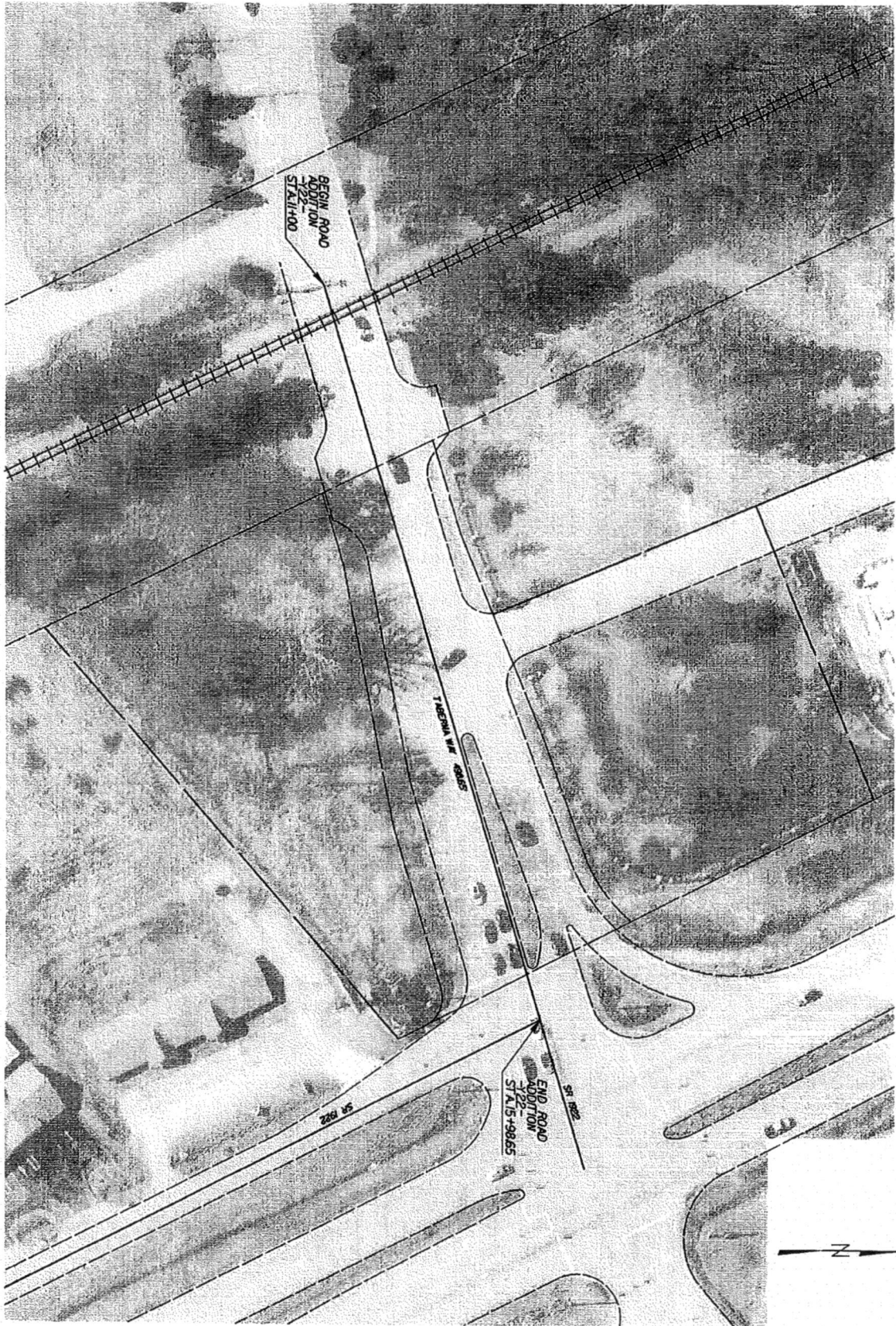
Name: Foster Hughes Phone Number: 252-636-4000

Street Address: 300 Pollock St, New Bern, NC 28560

Mailing Address: _____

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
<u>City of New Bern</u>	<u>300 Pollock St, New Bern, NC 28560</u>	<u>252-646-4000</u>



CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property described hereon, which property is located within the subdivision jurisdiction of the City of New Bern, that we hereby freely adopt this plan of subdivision and dedicate to public use all areas shown on this plat as streets, alleys, walks, parks, open space, and easements, except those specifically indicated as private, and that we will maintain all such areas until the offer of dedication is accepted by the appropriate authority. All property shown on this plat as dedicated for a public use shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by the Board of Aldermen in the public interest.



8-10-95
Date
John M. Doughty
Assistant Vice President
Weyerhaeuser Real Estate Company

CERTIFICATE OF NOTARY PUBLIC
NORTH CAROLINA, Craven COUNTY

I, Joyce R. Frazier, a Notary Public for said County and State certify that John M. Doughty personally came before me this day, and being by me duly sworn, acknowledged that he is an authorized representative of Weyerhaeuser Real Estate Company, and that by authority duly given, acknowledged the said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and Notary Seal, this the 10th day of August, 1995.
Joyce R. Frazier
NOTARY PUBLIC
Craven Co., N.C.
My commission expires: 5-31-98

CERTIFICATE OF APPROVAL BY THE CITY OF NEW BERN

I, hereby certify that all streets shown on this plat are within the City of New Bern's planning jurisdiction, all streets and other improvements shown on this plat have been installed or completed or that their installation or completion [within twelve (12) months after the date below] has been ensured by the posting of a performance bond or other sufficient surety, and that the subdivision shown on this plat is in all respects in compliance with the New Bern City Code, and therefore this plat has been approved by the New Bern Board of Aldermen, subject to its being recorded in the Register of Deeds Office of Craven County within one (1) year of the date below.
8/22/95
Date
Vickie St. John
CITY CLERK

CERTIFICATE OF SURVEY AND ACCURACY

I, Joe L. Riddick, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision, that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness by signature and seal this 10th day of August, A. D. 1995.



Joe L. Riddick, Jr.
REGISTERED LAND SURVEYOR

CERTIFICATE OF NOTARY PUBLIC
NORTH CAROLINA, CRAVEN COUNTY

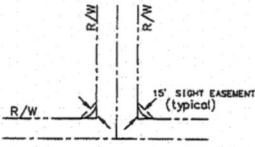
I, Joyce R. Frazier, a Notary Public of the County and State aforesaid, certify that Joe L. Riddick, Jr., a Registered Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10th day of August, 1995.

Joyce R. Frazier
NOTARY PUBLIC
Craven Co., N.C.
My commission expires: May 31, 1998

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS
North Carolina, Craven County

The foregoing certificate of *Joyce R. Frazier*, Notary Public of Craven County, North Carolina is certified to be correct.

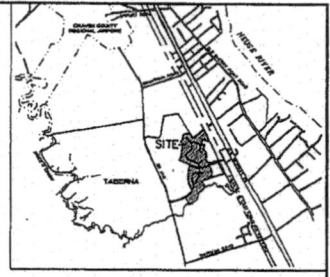
Filed for registration on the 13 day of Sept, 1995, at 11:00 am (AM/PM) and duly recorded in Plat Cabinet F-193 Slide(s) 1-1-1-1
Robert Thompson
REGISTER OF DEEDS



CITY OF NEW BERN
SITE EASEMENT DETAIL

NOTES:

1. THIS SURVEY CREATES A SUBDIVISION OF LAND THAT REQUIRES A CERTIFICATION OF APPROVAL FROM THE CITY OF NEW BERN BEFORE THE PLAT IS PRESENTED FOR RECORDATION.
2. LOTS TO BE SERVED BY CITY OF NEW BERN WATER AND SEWER SYSTEMS.
3. SUBDIVISION CONTROL MONUMENTS INDICATED BY Δ .
4. ALL EASEMENTS ARE DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED.
5. 100 YEAR FLOOD ELEVATION 9.0 M.S.L. PER FLOOD INSURANCE RATE MAP ON CRAVEN COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBER 370072 0320 B, DATED MAY 4, 1987.
6. EROSION AND SEDIMENTATION CONTROL PLAN AND SPECIFICATIONS, WERE APPROVED BY THE N. C. DEPARTMENT OF ENVIRONMENT, HEALTH AND NATURAL RESOURCES, DIVISION OF LAND RESOURCES, LAND QUALITY SECTION PER LETTER DATED JUNE 5, 1995, SIGNED BY PATRICK H. McCLAIN, P. E.
7. ZONING CLASSIFICATION - CITY OF NEW BERN - R-15.
8. BUILDING ENVELOPES SHALL BE AS SHOWN ON PLANS.
9. ALL LOTS SHALL HAVE A 10' DRAINAGE AND UTILITY EASEMENT ALONG THE FRONT YARD AND SIDE YARD LINES UNLESS OTHERWISE INDICATED ON DRAWINGS.
10. FOR DEED REFERENCE SEE: PLAT CAB. F, SLIDE 1777; CRAVEN COUNTY REGISTRY.
11. MINIMUM LOT WIDTH AT SETBACK SHALL BE 100 FEET.
12. LOTS SHALL PROVIDE OFF-STREET PARKING PADS THAT PROVIDE SPACE FOR A MINIMUM OF THREE (3) VEHICLES (DRIVEWAY COUNTS AS ONE SPACE).
13. THE OWNERS RESERVES THE RIGHT TO RELOCATE UTILITIES AND RELATED EASEMENTS AS SHOWN HEREON FROM TIME TO TIME IN ACCORDANCE WITH PLANS SUBMITTED TO AND APPROVED BY THE CITY OF NEW BERN, WHICH APPROVAL SHALL NOT BE WITHHELD UNREASONABLY.
14. DEED RESTRICTIONS SHALL BE PLACED ON ALL LOTS WITH JURISDICTIONAL WETLANDS TO PREVENT FUTURE FILL.
15. OWNER SHALL RETAIN OR REPLANT ON EACH SIDE OF DEDICATED STREET, AND RUNNING PARALLEL TO AND 50' FROM THE CENTER LINE OF STREET, AN AVERAGE OF ONE (1) CANOPY TREE FOR EVERY 30' OF STREET FRONTAGE PER SECTION 15-3B2. WIDENING ROADWAY AND UTILITY EASEMENTS MAY DICTATE THAT THE CANOPY TREES ARE FARTHER THAN 50' FROM THE CENTERLINE ON TABERNA WAY (THE ENTRANCE CORRIDOR).
16. ALL UTILITIES SHALL BE UNDERGROUND.
17. WETLANDS SHOWN INCLUDE THOSE DELINEATED AND APPROVED BY THE U.S. ARMY CORPS OF ENGINEERS DATED JUNE 24, 1994.



VICINITY MAP

SITE DATA

ACREAGE IN PHASE 1	104.28
ACREAGE IN ASSOCIATION PROPERTY	6.84
ACREAGE IN ASSOCIATION PROPERTY GREEN	13.48
AVERAGE LOT SIZE	33,500 [±] Sq Ft
TOTAL NUMBER OF LOTS	91
LINEAR FEET IN STREETS TO BE DEVELOPED	9,200 [±]

LEGEND

- R/W = RIGHT OF WAY
- EIP = EXISTING IRON PIPE
- C = CENTERLINE
- B. E. = BUILDING ENVELOPE
- D. E. = DRAINAGE EASEMENT
- ② = LOT NUMBER
- ② = POSTAL ENAMERATIONS
- ⊕ = BENCH MARK

OWNER / DEVELOPER:

WEYERHAEUSER REAL ESTATE COMPANY
P. O. BOX 1381
New Bern, North Carolina 28560
(919) 633-7420

ENGINEER / SURVEYOR:

ROBERT M. CHILES, P. E.
Engineers and Consultants
New Bern, North Carolina 28560
(919) 637-4702

FINAL PLAN

SHEET 1 of 6

PHASE I
of
TABERNA
for
WEYERHAEUSER REAL ESTATE COMPANY
PLANNED UNIT DEVELOPMENT

CITY OF NEW BERN TOWNSHIP NO. 7 CRAVEN COUNTY N. CAROLINA

DATE: AUG. 10, 1995

JOB NO. 95021

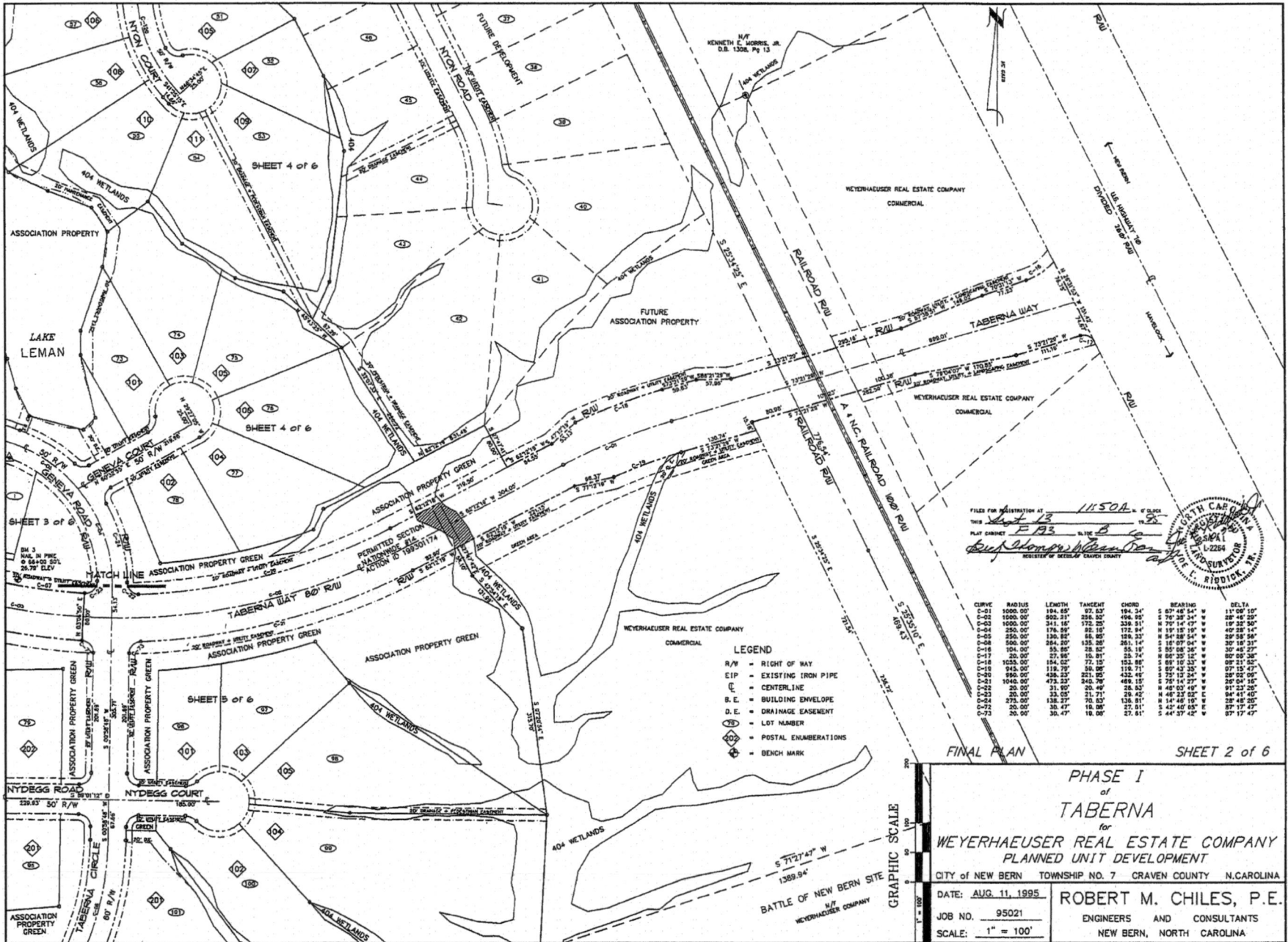
SCALE: 1" = 100'

ROBERT M. CHILES, P.E.
ENGINEERS AND CONSULTANTS
NEW BERN, NORTH CAROLINA

PIC F-193 A

F-193-A

6/20/97 05-15-95



FILED FOR REGISTRATION AT 1150A
 THIS 13th DAY OF AUGUST 1995
 PLAN NUMBER F-193-B
 Robert M. Chiles, P.E.
 ENGINEER OF RECORD



- LEGEND**
- R/W = RIGHT OF WAY
 - EIP = EXISTING IRON PIPE
 - C = CENTERLINE
 - B.E. = BUILDING ENVELOPE
 - D.E. = DRAINAGE EASEMENT
 - ⬡ = LOT NUMBER
 - ⊕ = POSTAL ENABERATIONS
 - ⊙ = BENCH MARK

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-01	1000.00'	194.85'	67.63'	194.34'	S 67°45'54" W	111°09'10"
C-02	1000.00'	602.51'	234.55'	494.25'	S 70°35'54" W	28°45'58"
C-03	1000.00'	341.18'	172.23'	338.51'	N 70°14'37" W	10°33'50"
C-04	250.00'	178.56'	82.16'	172.94'	N 50°10'16" W	40°58'14"
C-05	250.00'	130.88'	65.85'	126.33'	N 54°58'54" W	20°58'58"
C-06	500.00'	284.20'	135.18'	285.14'	S 18°07'04" W	30°18'31"
C-07	100.00'	58.85'	28.52'	55.18'	S 80°08'54" W	30°45'27"
C-08	200.00'	27.95'	10.51'	23.74'	N 88°20'15" W	80°28'28"
C-09	1000.00'	118.72'	59.08'	118.71'	S 89°12'33" W	28°11'51"
C-10	945.00'	438.23'	221.85'	425.45'	S 79°14'27" W	28°04'18"
C-11	1000.00'	31.60'	20.48'	28.53'	N 48°53'16" W	91°23'54"
C-12	1040.00'	473.23'	240.79'	488.15'	S 78°14'27" W	28°04'18"
C-13	990.00'	438.23'	221.85'	425.45'	S 79°14'27" W	28°04'18"
C-14	200.00'	33.05'	21.71'	29.42'	N 48°53'16" W	91°23'54"
C-15	275.00'	138.21'	70.82'	138.21'	S 42°40'55" W	28°45'58"
C-16	25.00'	30.47'	18.08'	27.81'	S 44°37'42" W	87°17'27"
C-17	20.00'	30.47'	18.08'	27.81'	S 44°37'42" W	87°17'27"

FINAL PLAN SHEET 2 of 6

PHASE I
of
TABERNA
 for
WEYERHAEUSER REAL ESTATE COMPANY
 PLANNED UNIT DEVELOPMENT
 CITY OF NEW BERN TOWNSHIP NO. 7 CRAVEN COUNTY N.CAROLINA
 DATE: AUG. 11, 1995
 JOB NO. 95021
 SCALE: 1" = 100'

ROBERT M. CHILES, P.E.
 ENGINEERS AND CONSULTANTS
 NEW BERN, NORTH CAROLINA

P/c F-193-B

F-193-B

68021179 28-08-85



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

03/9/22

Mr. Foster Hughes
City Manager
300 Pollock Street
New Bern, NC 28560

Subject: Petition to add .09 miles of Taberna Way

Dear Mr. Hughes,

Attached is a Petition for Addition SR-1, Resolution Form SR-2, and a Map of the subject road. Please ask the New Bern Board of Alderman to review this request and complete and return the Resolution Form SR-2 if they concur.

Please notify our office at (252) 649-6505 if you have any questions.

Sincerely,

Bill Brame Jr

Bill Brame Jr,
Engineering Technician III

CC: Robby Taylor District Engineer
Dwayne Smith Assistant District Engineer
File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 2- DISTRICT 1 OFFICE
1701 WEST 5TH STREET
WASHINGTON, NC 27889

Telephone: (252) 623-5300
Fax: (252) 946-7433
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
1701 WEST 5TH STREET
WASHINGTON, NC 27889

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Approve a Monuments, Memorials, Markers and Plaques Policy.

Date of Meeting: 8/9/2022	Ward # if applicable: N/A
Department: Parks & Recreation	Person Submitting Item: Kari Warren
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	A Monuments, Memorials, Markers and Plaques Policy is being proposed to provide the Board of Aldermen, City Staff, and the public with guidelines for consideration for such items to be placed on City property.
Actions Needed by Board:	Consider adopting a resolution approving a Monuments, Memorials, Markers and Plaques Policy
Backup Attached:	Memo, resolution, and Monuments, Memorials, Markers and Plaques Policy

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: None



PARKS & RECREATION
Family, fitness and fun come together here.

Kari Warren, CPRP
Interim Director of Parks & Recreation



Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP
Interim Director of Parks and Recreation
Re: Resolution Approving a Monuments, Memorials, Markers and Plaques Policy

Background Information:

Parks and Recreation often receives request from individuals and organizations seeking permission to place commemorative objects such as artwork, monuments, memorials, markers, or plaques on City property. Guidelines are needed to assist the Board of Aldermen and staff when considering such request. The "Monuments, Memorials, Markers and Plaques Policy" will provide these guidelines.

Recommendation:

Consider approving the "Monuments, Memorials, Markers and Plaques Policy".
If you have any questions concerning this matter, please let me know.

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

RESOLUTION

WHEREAS, the City occasionally receives requests to place commemorative objects on city-owned property, and a policy is needed to provide the Board of Aldermen, City staff, and the public with guidelines for consideration of such items.

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

That the attached document entitled Monuments, Memorials, Markers and Plaques Policy is hereby approved.

ADOPTED THIS 9th DAY OF AUGUST 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

City of New Bern Monuments, Memorials, Markers and Plaques Policy

Purpose: On occasion, requests may be received from individuals and organizations seeking permission to place commemorative objects such as artwork, monuments, memorials, markers, or plaques on City property. The purpose of this policy is to provide the Board of Aldermen, City Staff, and the public with guidelines for the consideration of such requests.

Exceptions:

This policy does not address or include cemetery markers, the Memorial Bench program, the Honor Tree program, the Brick Paver program, or amenity sponsorships such as swings, playgrounds, etc. These are coordinated by the Parks and Recreation Department and approved on the department level.

The naming of streets, facilities, and public spaces shall be approved by the Board of Aldermen.

New Bern Bears – The placement of the bears on City of New Bern property shall be approved by the City Manager. The number of bears that may be placed in any given park or public space shall depend on the size and availability of the property in question.

Construction and Dedication Plaques – This section shall comply with new construction and or renovation of city facilities, parks, and green space. The Department Head of the project in question shall recommend to the City Manager the appropriate marker recognizing the project. These types of markers shall be approved by the City Manager.

Criteria for evaluation:

Applicants desiring to place a monument, memorial, marker, or plaque on City of New Bern property should submit a written proposal to the Director of Parks and Recreation, including the reason for the request, proposed location, renderings, dimensions, and a plan for long term maintenance of the proposed project. Basic criteria include:

1. **Use of Public Space:** Donors of monuments, memorials, markers, and plaques shall consider the primary uses of public open space in their request for a location or suitable site. While appropriate memorials may enrich an area, public open space is also a precious commodity. Therefore, monuments, memorials, markers, and plaques should be carefully reviewed to balance these two public benefits to protect the greater good.

There should be a geographic justification for the memorial being located at the proposed site. Some proposed sites may reach a saturation point, and it would be appropriate to limit future memorial installations at a particular location or area.

Placement of monuments, memorials, markers, and plaques will be under the jurisdiction of the City Manager or designee, and in coordination with appropriate City Departments.

2. **Timelessness:** The quality of timelessness shall be considered in the significance of the individual, community or event being memorialized. Memorial proposals should represent the values and principles of the community that will remain relevant to future generations.
3. **Community Significance:** Proposed projects should serve to commemorate or to identify a particularly significant historic event or person. Projects that seek to honor individuals or events by placing them into the public realm should appeal to the broader interests of the community. To assure that the significance of an event or person has withstood the test of time, a project may only commemorate an event 1 year or older and a person 1 year or more posthumously. The Board of Aldermen may waive this requirement for those individuals with exceptional community significance in cases of unusual and compelling circumstances.
4. **Past Honors:** The City shall inventory all publicly owned artworks, public art, and design enhancements, in addition to all commemorative monuments, memorials, markers, and plaques to enable the City to effectively evaluate proposed memorials. It is recognized that specific individuals, organizations, or events may have been sufficiently honored in the past.
5. **Maintenance Planning:** Maintenance concerns should be a primary consideration, with adequate financial provision made for continued future maintenance. In all cases, permanent memorials should be made from durable materials that will stand up over time. Memorials that include moveable parts or technological elements will require additional consideration and review.
6. **Size:** The dimensions of the project shall be in keeping with existing monuments, memorials, markers, or plaques on City property.
7. **Financial Responsibility:** The donors of the proposed memorial are required to pay for the complete design, manufacturing, installation, and maintenance endowment to ensure adequate quality of care for the memorial. To allow for the installation of new public art projects, as well as maintenance of existing art inventory and commemorative artworks, donations shall be made to the City in a fund designated for maintenance. Contributions toward this fund may be combined towards larger scale projects, which will recognize both individual and group donations.
8. **Ownership:** Improvements made on City owned property, shall become the property of the City of New Bern.

Review and Approval Process:

1. City staff shall work with the interested parties through the application and review process.
2. A recommendation on the project shall be made to the City Manager.
3. Upon further review, the City Manager shall make a recommendation to the Board of Aldermen, who shall approve or deny the request.

Definitions:

A distinction is made between simple plaques and more elaborate memorials. The types of memorials will be categorized as follows:

1. Monuments are large scale and venerated for their enduring historic significance or association with a notable past person or event.
2. Memorials are medium scale and serve as a remembrance of a person or an event.
3. Markers are small scale; conspicuous objects used to distinguish or mark something.
4. Adorned plaques are those installed as part of a larger, more intrusive setting. These plaques include installations such as those that are pedestal mounted or affixed to a boulder, wall, or vertical element.
5. New Bern Bears are decoratively painted life-size fiberglass bears.
6. Simple plaques are those that are mounted flush with the ground. The size should be appropriately designed per the limitations and consideration of the setting.
7. Artwork Memorials include, but are not limited to, representational, non-objective, contemporary, and abstract pieces in a wide variety of artistic mediums such as metal, glass, bronze ceramic, wood etc. that meet the criteria and procedures set forth in Unified Development Code, Article VI, Division V. Artworks that are integrated into a placement or setting will be strongly encouraged.
8. Fountains may be simple or large and complex. These will require additional consideration and review because of the infrastructure required (plumbing and electrical), additional maintenance implied and environmental issues.
9. Memorial gardens and plazas may include some of the object listed above but include a spatial experience.
10. Basic Site Accessories and Amenities such as landscaping, site furnishings, benches, seating, picnic tables, drinking fountains, sun dials, shade structures, mosaics, unique pathways, etc.
11. Other Memorials is a category to cover proposals that may not fit into any of the categories previously described.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt resolution authorizing the City Manager to Execute a contract for the Southeast Water System Improvements project.

Date of Meeting: 08/09/2022	Ward # if applicable: 3
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Awarding construction contract to Herring-Rivenbark, Inc. for the southeast water system improvements project. Project will increase domestic and fire-flow supply to this portion of the water system.
Actions Needed by Board:	Adopt resolution authorizing the City Manager to execute the construction contract with Herring-Rivenbark, Inc.
Backup Attached:	Memo from Jordan Hughes, Certified Bid-Tab, and draft resolution for authorizing the City Manager to execute the construction contract.

Is item time sensitive? Yes No

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

Cost of Agenda Item: \$795,942.75

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

Additional Notes:



NEW BERN

NORTH CAROLINA

Department of Public Utilities

Water Resources

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

New Bern, NC 28563

(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer
DATE: July 13, 2022
SUBJECT: Recommendation to Award Southeast Water System Improvements Project

Background Information:

Through past water system evaluations, the Old Airport Road and Waterscape/Wilcox corridors were identified as areas where the water system will be unable to provide an adequate domestic and fire-flow supply as demand continues to increase on the system. The current water system in both of these corridors has been constructed linearly in the past as New Bern has grown in these areas. This linear construction has created two dead-ends that are not loop-fed with any other part of the system, creating conditions which are unfavorable from both a hydraulic and water quality perspective.

The Southeast Water System Improvements project has been identified as the most efficient method of improving the southeastern portion of the New Bern water system and providing the infrastructure needed to maintain adequate domestic and fire-flow supply as the City continues to grow in this area.

Bids for the Southeast Water System Improvements project were opened at 11:00 a.m. on June 30, 2022. After reviewing the submitted bids, the low bidder is Herring-Rivenbark, Inc. of Kinston, NC with a bid of \$795,942.75.

Recommendation:

The Department of Public Utilities is recommending the Southeast Water System Improvements project be awarded to Herring-Rivenbark, Inc. for the amount of \$795,942.75.

Attached please find a copy of the certified Bid Tab and a draft resolution for awarding the contract. Please contact me if there are any questions or if additional information should be required.

Everything comes together here.

RESOLUTION

WHEREAS, the following bids were received and opened on June 30, 2022, for the Southeast Water System Improvements Project:

<u>VENDOR</u>	<u>BID AMOUNT</u>
Herring-Rivenbark, Inc. Kinston, NC	\$ 795,942.75
Carolina Utilities Co., Inc. Jacksonville, NC	\$ 893,470.00
James L. Cayton Utilities., Inc. New Bern, NC	\$1,036,400.00
Jymco Construction Co., Inc. Smithfield, NC	\$1,157,372.25
Trader Construction Co. New Bern, NC	\$1,204,600.00
T.A. Loving Co., Inc. Goldsboro, NC	\$1,375,000.00

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

THAT the City Manager is hereby authorized to execute on behalf of the City of New Bern a contract with Herring-Rivenbark, Inc. in the amount of \$795,942.75 and any change orders for the Southeast Water System Improvements Project.

ADOPTED THIS 9TH DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

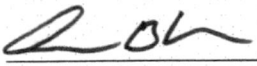
BRENDA E. BLANCO, CITY CLERK

**City of New Bern
Certified Bid Tab
Southeast Water System Improvements Project**

				Herring-Rivenbark Kinston, NC		Carolina Utilites Co., Inc. Jacksonville, NC		James L Cayton Associates New Bern, NC		Jymco Construction Co. Smithfield, NC		Trader Construction Co. New Bern, NC		TA Loving Co. Goldsboro, NC	
Item	Qty	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization and Bonding (3% Max)	\$22,000.00	\$22,000.00	\$26,800.00	\$26,800.00	\$29,000.00	\$29,000.00	\$33,000.00	\$33,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00
2	7,900	LF	Install 10" PVC Water Main (C-900)	\$60.70	\$479,530.00	\$63.00	\$497,700.00	\$84.00	\$663,600.00	\$98.00	\$774,200.00	\$90.00	\$711,000.00	\$120.00	\$948,000.00
3	660	LF	Install 10" PVC Water Main (C-900) By Direct Bore	\$149.40	\$98,604.00	\$152.00	\$100,320.00	\$205.00	\$135,300.00	\$162.00	\$106,920.00	\$170.00	\$112,200.00	\$340.00	\$224,400.00
4	1	EA	10" Tapping Tee & Valve Connection	\$8,260.00	\$8,260.00	\$8,800.00	\$8,800.00	\$10,000.00	\$10,000.00	\$9,100.00	\$9,100.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
5	1	EA	10" Water Connection to Existing Valve	\$5,600.00	\$5,600.00	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$2,770.00	\$2,770.00	\$50,000.00	\$50,000.00	\$7,975.00	\$7,975.00
6	1	EA	10" Gate Valve	\$4,490.00	\$4,490.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00	\$4,640.00	\$4,640.00	\$50,000.00	\$50,000.00	\$7,000.00	\$7,000.00
7	1	EA	Fire Hydrant Assembly	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$9,000.00	\$9,000.00	\$8,971.00	\$8,971.00	\$48,000.00	\$48,000.00	\$14,500.00	\$14,500.00
8	1	LS	Temp. Gravel Construction Entrance	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$1,990.00	\$1,990.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
9	3300	LF	Silt Fence	\$5.35	\$17,655.00	\$4.50	\$14,850.00	\$15.00	\$49,500.00	\$6.00	\$19,800.00	\$5.00	\$16,500.00	\$5.00	\$16,500.00
10	2	EA	Storm Inlet Protection	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$690.00	\$1,380.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
11	7.25	AC	Seeding & Mulching	\$4,500.00	\$32,625.00	\$2,600.00	\$18,850.00	\$2,000.00	\$14,500.00	\$4,565.00	\$33,096.25	\$6,400.00	\$46,400.00	\$2,500.00	\$18,125.00
12	7.25	AC	Clear & Grub	\$13,415.00	\$97,258.75	\$27,800.00	\$201,550.00	\$14,000.00	\$101,500.00	\$21,380.00	\$155,005.00	\$10,000.00	\$72,500.00	\$10,000.00	\$72,500.00
13	500	LB	Additional Ductile Iron Fittings	\$24.64	\$12,320.00	\$9.00	\$4,500.00	\$12.00	\$6,000.00	\$11.00	\$5,500.00	\$13.00	\$6,500.00	\$5.00	\$2,500.00
14	1	LS	Testing Allowance	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Total Bid					\$795,942.75		\$893,470.00		\$1,036,400.00		\$1,157,372.25		\$1,204,600.00		\$1,375,000.00

I certify that this is a record of all received bids for the Southeast Water System Improvements project.

*Numbers in RED indicate a corrected figure


Jordan B. Hughes, P.E. - City Engineer

7/1/22



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the Southeast Water System Improvements Project Fund

Date of Meeting: 8/9/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Finance Director
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting an amendment to the Southeast Water System Improvements Project Fund.
Actions Needed by Board:	Adopt ordinance amendment.
Backup Attached:	Memo, Ordinance Amendment

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:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: July 25, 2022
RE: Ordinance Amendment to the Southeast Water System Improvements Project Fund

Background

On March 22, 2022, the Southeast Water System Improvements Project Fund was established and initially funded with \$488,400. This initial funding was below the anticipated project total, and once the bids for construction work had been received and the total project costs were known, an additional requested for a transfer from the Water Fund to the project fund was anticipated.

Current

Bids for the Southeast Water System Improvements project were submitted on June 30, 2022, and the lowest bidder was Herring-Rivenbark, Inc. of Kinston, NC with a bid of \$795,942.75. To continue moving forward with this project, staff are recommending that the project fund be increased to \$875,000. This total will account for the estimated construction cost, with 10% contingency to cover any unforeseen issues that may arise during the construction process. A transfer of \$386,600 from the Water Fund balance into the Southeast Water System Improvements Project Fund will need to be made to account for the increase in the project fund.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on August 9, 2022.



NEW BERN

CITY OF NEW BERN

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

MEMORANDUM

TO: Kim Ostrom, Finance Director
FROM: Jordan B. Hughes P.E., City Engineer *JJK*
DATE: July 18, 2022

SUBJECT: Southeast Water System Improvements Project Fund

In March of 2022, the Southeast Water System Improvements Project fund was established and initially funded with \$488,400.00. This initial funding was below the anticipated project total and once the bids for construction work had been received and the total project cost were known, an additional request for a transfer from water fund balance to the project fund was anticipated.

Bids for the Southeast Water System Improvements project were opened at 11:00 am on June 30th, 2022. After reviewing the submitted bids, the low bidder is Herring-Rivenbark, Inc. of Kinston, NC with a bid of \$795,942.75.

To continue moving forward with this project, I'm recommending that the project fund be increased to \$875,000.00. This total will account for the estimated construction cost, with 10% contingency to cover any unforeseen issues that may arise during the construction process. A transfer of \$386,600.00 from the Water Fund balance into the Southeast Water System Improvements Project Fund will need to be made to account for the increase in the project fund.

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

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE
SOUTHEAST WATER SYSTEM IMPROVEMENTS PROJECT FUND**

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

Section 1. That the Southeast Water System Improvements Project Fund Ordinance adopted on March 22, 2022 is hereby amended to recognize additional appropriation:

Increase: Water Improvements \$386,600

Section 2. That the Southeast Water System Improvements Project Fund Ordinance adopted on March 22, 2022 is hereby amended to recognize revenue from the Water Fund:

Increase: Transfer from Water Fund \$386,600

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 9TH DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Utility Construction Agreement for U-5713/R-5777A&B.

Date of Meeting: 8/9/2022	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Agreement w/ NCDOT for the construction costs associated with water and sewer line relocations that will be necessary to accommodate the Highway 70 improvements in James City.
Actions Needed by Board:	Adopt Resolution Approving Utility Construction Agreement for U-5713/R-5777A&B.
Backup Attached:	Memo from Jordan Hughes, copy of Utility Construction Agreement and draft resolution for approving the Agreement.

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

Cost of Agenda Item: \$2,230,714.75
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



NEW BERN

CITY OF NEW BERN

Department of Public Utilities

Water Resources

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

New Bern, NC 28563-1129

(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer
DATE: July 26, 2022
SUBJECT: Recommendation to Approve Utility Construction Agreement (UCA) for NCDOT Project U-5713/R-5777A&B

Background Information:

NCDOT is currently working on project U-5713/R-5777A&B, which involves significant improvements to the Highway-70 corridor, through the James City area. As part of the design process for the project, NCDOT has identified several existing water and sanitary sewer lines that are in conflict with the proposed construction and will need to be relocated to accommodate the highway construction.

To accommodate these necessary water and sewer relocations, the City has requested that NCDOT include the construction of the relocations into their contracts for the Highway 70 Improvements project. Under this arrangement, NCDOT will include the construction work into their respective contracts for the project and at the conclusion of the highway construction, the City will reimburse the NCDOT a portion of the costs as required by NC general statutes. The total cost of the required water and sewer relocation work will be \$13,049,714.50 and the portion that New Bern will be required to reimburse NCDOT is \$2,230,714.75. These costs have been reviewed by City staff and appear to be reasonable based on the project scope and current construction pricing.

Recommendation:

In order to move forward with the construction work that is necessary for the relocation of water and sewer lines associated with the Highway 70 Improvements project in James City, staff recommends approving the Utility Construction Agreement with NCDOT.

Attached please find a copy of the Utility Construction Agreement and a draft resolution for approving the agreement. Please contact me if there are any questions or if additional information should be required

RESOLUTION

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

That the Utility Construction Agreement dated August 9, 2022 by and between the City of New Bern and the North Carolina Department of Transportation, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 9TH DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of New Bern

County: Craven

TIP / WBS Element:

TIP: U-5713

WBS Element: 50111.3.1

Scope: The Project consists of water and sewer relocation performed in-contract for STIP Division Design-Build U-5713/R-5777A&B.

Funding:

Type: Receivable

Total Cost: \$2,230,714.75

Responsibilities:

Adjustment and relocation of utility lines:

The City of New Bern shall be responsible for the pro-rated portion, as governed by G.S. 136-27.1, of the water and sewer relocations. Upon completion of the utility lines relocation and adjustment covered under this Agreement; the City of New Bern shall assume normal maintenance operations for these utility lines.

NORTH CAROLINA
CRAVEN COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 6/30/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-5713

AND

WBS Elements: 50111.3.1

CITY OF NEW BERN

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of New Bern, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-5713, in Craven County, said plans consists of road improvements to US 70 from the Neuse River Bridge to SR 1124 (Grantham Road) in Craven County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

CONSTRUCTION

1. The Department shall place provisions in the construction contract for Project U-5713 Craven County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

2. The Municipality shall be responsible of the relocation of more than 19,000LF of 10" water line and 44,000LF of 2", 4", 6", 8", 10", 12", and 16" force sewer main at an estimated pro-rated cost to the Municipality of \$1,811,833.25 as shown on the attached Exhibit "B". The Municipality has betterment associated with upgrade to a section of 12" force sewer main. The estimated full-cost of this betterment is \$418,881.50. The total cost of this utility construction agreement with the Municipality is \$2,230,714.75.

3. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit a lump sum invoice to the Municipality for costs incurred. Billing will be based on the approved lump sum cost of \$2,230,714.75. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

 - B. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

 - C. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.

 - D. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.

 - E. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

- F. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- G. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- H. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities, Municipality is responsible for all costs associated with relocation in accordance with the provisions provided by North Carolina General Statute 136-27.1 to promptly remove or alter said facilities, in order to conform to the said requirement. Municipality is responsible for all costs associated with relocation in accordance with the provisions provided by North Carolina General Statute 136-27.1.

6. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

7. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

8. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF NEW BERN
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of New Bern

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Type of Work: Sewer and Water Line Construction
 V&M Project No. 31830-16
 Prepared By: MRD Checked By: MRD
 Requested By: DWH
 CRAVEN COUNTY
 Revision Date 5/10/2021 6/8/2021

For the purposes of this project, the state is to pay for any Craven County expenses except those considered to be betterment. The state is to pay 75% of any New Bern relocation expenses except for those considered to be betterment.

Item No.	Type	Section No.	Description	Unit	EB TOTAL	WB TOTAL	TOTAL	UNIT PRICE	OWNER	BETTERMENT?	STATE	NEW BERN	TOTAL	
532600000-E	U	1510	10" WATER LINE	LF	19,391	293	19,684	\$ 40.00	NEW BERN	NO	\$ 590,520.00	\$ 196,840.00	\$ 787,360.00	
532900000-E	U	1510	DUCTILE IRON WATER PIPE FITTINGS (NB)	LB	14,845	-	14,845	\$ 13.50	NEW BERN	NO	\$ 150,305.63	\$ 50,101.88	\$ 200,407.50	
553600000-E	U	1515	2" VALVE (NB)	EA	3	-	3	\$ 1,200.00	NEW BERN	NO	\$ 2,700.00	\$ 900.00	\$ 3,600.00	
553400000-E	U	1515	3" GATE VALVE	EA	6	7	13	\$ 1,500.00	NEW BERN	NO	\$ 14,625.00	\$ 4,875.00	\$ 19,500.00	
554600000-E	U	1515	8" VALVE (NB)	EA	6	1	7	\$ 2,250.00	NEW BERN	NO	\$ 11,812.50	\$ 3,937.50	\$ 15,750.00	
554600000-E	U	1515	8" VALVE (NB) (NOT INSTALLED)	EA	4	-	4	\$ 2,250.00	NEW BERN	NO	\$ 6,750.00	\$ 2,250.00	\$ 9,000.00	
555200000-E	U	1515	10" VALVE	EA	5	7	12	\$ 3,200.00	NEW BERN	NO	\$ 28,800.00	\$ 9,600.00	\$ 38,400.00	
554800000-E	U	1515	12" VALVE (NB)	EA	4	-	4	\$ 3,850.00	NEW BERN	YES	\$ -	\$ 6,400.00	\$ 6,400.00	
555860000-E	U	1515	16" VALVE	EA	2	-	2	\$ 5,000.00	NEW BERN	NO	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00	
570900000-E	U	1520	3" FORCE MAIN SEWER	LF	2,751	7,267	10,018	\$ 35.00	NEW BERN	NO	\$ 262,972.50	\$ 87,657.50	\$ 350,630.00	
570900000-E	U	1520	3" UPGRADE TO DIP DUE TO CONTAMINATED SOILS	LF	-	245	245	\$ 35.00	NEW BERN	NO	\$ 6,431.25	\$ 2,143.75	\$ 8,575.00	
570910000-E	U	1520	2" FORCE MAIN SEWER	LF	7,984	1,236	9,220	\$ 30.00	NEW BERN	NO	\$ 207,450.00	\$ 69,150.00	\$ 276,600.00	
570920000-E	U	1520	4" FORCE MAIN SEWER	LF	1,880	756	2,636	\$ 40.00	NEW BERN	NO	\$ 79,080.00	\$ 26,360.00	\$ 105,440.00	
570930000-E	U	1520	6" FORCE MAIN SEWER	LF	677	-	677	\$ 45.00	NEW BERN	NO	\$ 22,848.75	\$ 7,616.25	\$ 30,465.00	
570940000-E	U	1520	8" FORCE MAIN SEWER	LF	6,222	2,953	9,175	\$ 52.00	NEW BERN	NO	\$ 357,825.00	\$ 119,275.00	\$ 477,100.00	
570940000-E	U	1520	8" FORCE MAIN SEWER (NOT INSTALLED)	LF	5,668	-	5,668	\$ 52.00	NEW BERN	NO	\$ 221,052.00	\$ 73,684.00	\$ 294,736.00	
570950000-E	U	1520	10" FORCE MAIN SEWER	LF	-	6,593	6,593	\$ 55.00	NEW BERN	NO	\$ 271,961.25	\$ 90,653.75	\$ 362,615.00	
570960000-E	U	1520	12" FORCE MAIN SEWER	LF	-	169	169	\$ 95.00	NEW BERN	NO	\$ 12,041.25	\$ 4,013.75	\$ 16,055.00	
570960000-E	U	1520	12" FORCE MAIN SEWER	LF	5,668	-	5,668	\$ 95.00	NEW BERN	YES	\$ -	\$ 243,724.00	\$ 243,724.00	
570970000-E	U	1520	16" FORCE MAIN SEWER	LF	13,998	-	13,998	\$ 75.00	NEW BERN	NO	\$ 787,387.50	\$ 262,462.50	\$ 1,049,850.00	
576800000-N	U	1520	SANITARY SEWER CLEAN-OUT	EA	2	3	5	\$ 2,500.00	NEW BERN	NO	\$ 9,375.00	\$ 3,125.00	\$ 12,500.00	
576850000-E	U	1520	SEWER SERVICE LINE	LF	795	2,213	3,008	\$ 45.00	NEW BERN	NO	\$ 101,520.00	\$ 33,840.00	\$ 135,360.00	
576800000-E	U	1520	DUCTILE IRON SEWER PIPE FITTINGS	LB	33,350	7,055	40,405	\$ 20.50	NEW BERN	NO	\$ 621,226.88	\$ 207,075.63	\$ 828,302.50	
576900000-E	U	1520	DUCTILE IRON SEWER PIPE FITTINGS	LB	3,315	-	3,315	\$ 20.50	NEW BERN	YES	\$ -	\$ 67,957.50	\$ 67,957.50	
579800000-E	U	1530	ABANDON 4" UTILITY PIPE	LF	3,272	2,784	6,056	\$ 6.00	NEW BERN	NO	\$ 27,252.00	\$ 9,084.00	\$ 36,336.00	
580200000-E	U	1530	ABANDON 10" UTILITY PIPE	LF	18,048	5,753	23,801	\$ 12.00	NEW BERN	NO	\$ 214,209.00	\$ 71,403.00	\$ 285,612.00	
581000000-E	U	1530	ABANDON 16" UTILITY PIPE	LF	11,154	-	11,154	\$ 19.00	NEW BERN	NO	\$ 158,944.50	\$ 52,981.50	\$ 211,926.00	
582800000-N	U	1530	REMOVE UTILITY AARY STRUCTURE	EA	16	3	19	\$ 2,700.00	NEW BERN	NO	\$ 38,475.00	\$ 12,825.00	\$ 51,300.00	
583560000-E	U	1540	12" ENCASEMENT PIPE	LF	119	-	119	\$ 115.00	NEW BERN	NO	\$ 10,263.75	\$ 3,421.25	\$ 13,685.00	
583570000-E	U	1540	16" ENCASEMENT PIPE	LF	686	-	686	\$ 135.00	NEW BERN	NO	\$ 69,457.50	\$ 23,152.50	\$ 92,610.00	
583570000-E	U	1540	16" ENCASEMENT PIPE (NOT INSTALLED)	LF	557	-	557	\$ 135.00	NEW BERN	NO	\$ 56,396.25	\$ 18,798.75	\$ 75,195.00	
583600000-E	U	1540	24" ENCASEMENT PIPE	LF	310	320	630	\$ 285.00	NEW BERN	NO	\$ 134,662.50	\$ 44,887.50	\$ 179,550.00	
583600000-E	U	1540	24" ENCASEMENT PIPE	LF	672	-	672	\$ 285.00	NEW BERN	YES	\$ -	\$ 100,800.00	\$ 100,800.00	
583620000-E	U	1540	30" ENCASEMENT PIPE	LF	498	-	498	\$ 355.00	NEW BERN	NO	\$ 132,592.50	\$ 44,197.50	\$ 176,790.00	
587260000-E	U	1550	DIRECTIONAL DRILLING OF 2"	LF	740	-	740	\$ 25.00	NEW BERN	NO	\$ 13,875.00	\$ 4,625.00	\$ 18,500.00	
587260000-E	U	1550	DIRECTIONAL DRILLING OF 3"	LF	-	400	400	\$ 30.00	NEW BERN	NO	\$ 9,000.00	\$ 3,000.00	\$ 12,000.00	
587260000-E	U	1550	DIRECTIONAL DRILLING OF 8"	LF	-	1,010	1,010	\$ 62.00	NEW BERN	NO	\$ 46,965.00	\$ 15,655.00	\$ 62,620.00	
587260000-E	U	1550	DIRECTIONAL DRILLING OF 10"	LF	2,517	400	2,917	\$ 65.00	NEW BERN	NO	\$ 142,203.75	\$ 47,401.25	\$ 189,605.00	
587260000-E	U	1550	DIRECTIONAL DRILLING OF 16"	LF	2,105	-	2,105	\$ 115.00	NEW BERN	NO	\$ 181,556.25	\$ 60,518.75	\$ 242,075.00	
588200000-N	U	1551	AIR RELEASE & VACUUM VALVE MANHOLE ASSEMBLY (COMPLETE)	EA	37	-	37	\$ 8,975.00	NEW BERN	NO	\$ 249,056.25	\$ 83,018.75	\$ 332,075.00	
577100000-E	U	1520	SEWER LINE VALVE BOX	EA	42	52	94	\$ 2,500.00	NEW BERN	NO	\$ 176,250.00	\$ 58,750.00	\$ 235,000.00	
568900000-E	U	1515	3" NITRILE PIPE GASKET	EA	-	26	26	\$ 8.00	NEW BERN	NO	\$ 156.00	\$ 52.00	\$ 208.00	
Total												\$ 10,804,598.75	\$ 2,230,714.75	\$ 13,045,314.50

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PROJECT SPECIAL PROVISIONS
Utility Construction



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

Revise the 2018 Standard Specifications as follows:

Division 15, Section 1500-General Utility Requirements

Page 15-1, Sub-article 1500-1 Description

Add the following sentences:

At a minimum, all proposed water and sewer extensions shall be required to meet the design requirements contained in these sections as well as all requirements set forth by the NCDEQ. In any case where the City of New Bern standards and the NCDEQ are not the same, the more stringent of the two shall apply.

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:

add the following sentences:

City of New Bern (NB) has water on east bound side and sewer on both east and west bound sides of US70. The contact person for New Bern is Jordan Hughes, P.E. and he can be reached by phone at (252) 639-7527.

Craven County (CC) has water on both east and west bound sides of US70. The contact person for Craven County is J. Elliot Thomas, and he can be reached by phone at (252) 671-7041.

Page 15-1, Sub-article 1500-4 Weekend, Night and Holiday Work:

Add the following sentences:

Contractor shall coordinate the scheduling of weekend, night and holiday work with the Department, Engineer and utility owner at least one week in advance of the proposed work to allow for communication of any outages to those affected and to allow utility owner to be present for the outage.

Page 15-2, Sub-article 1500-8 Locating and Marking:

Add the following sentences:

Detectable warning tape shall be installed on all water and sewer main extensions. Tracer wire shall be installed on all water and sewer main extensions, and all water/sewer services. The color of the detectable tape and trace wire shall meet the standards of the AWWA color code.

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All tracer wire must be maintained as a single strand in order to be effective. Breaks, gaps or distortion shall be cause for the contractor to repair the wire to the proper working order. The tracer wire shall be brought to the surface and located in a standard meter box at the following locations:

- At all bends and changes in horizontal direction.
- At all valves the tracer wire shall run along the exterior of the valve box and through a notch cut in the top (see detail W4).
- At the ends of a directional bore.
- Any location where two sections of tracer wire need to be spliced together. No underground wire connections shall be permitted.
- On straight runs of pipe, at 500' intervals.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service

Replace the last two sentences of paragraph 2 with the following sentences:

Obtain approval from NB &/or CC prior to placing a new water and/or sewer line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line. A representative from NB &/or CC shall witness all tests performed on their water and sewer facilities.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service:

Add the following provisions related to planned service interruptions:

The Contractor shall coordinate all temporary interruptions to water and/or sewer services with the Engineer and the utility owner. The Contractor shall schedule a coordination meeting with the Engineer and utility owner a minimum of three (3) business days prior to any planned service interruption and prior to any notices of interruption being issued. The purpose of this coordination meeting is to ensure that the Contractor has a good understanding of the requirements related to the proposed outage, verify that there are no utility conflicts, discuss any necessary contingency plans, and verify that all equipment, materials, tools, and all other incidentals necessary to complete the work are on the project site in good working order. Should, for any reason, the Department and/or utility owner deem that the Contractor is not prepared for the proposed outage, the outage notifications will not be distributed, and the outage shall be postponed. The Department will provide written notification to the Contractor of this decision.

Whenever the property owner's use of the water and/or sanitary sewer must be interrupted by the Work, the Contractor shall notify the residents a minimum of 48 hours prior to service interruption. This notification shall be accomplished with door hanger notification cards placed at the addresses of the affected residents. Property owners shall be informed when service interruption takes place and the expected duration. The Contractor shall make every effort to minimize inconvenience to the public and property owners.

The duration of the service interruption shall be coordinated with the utility owner and the Engineer. Service interruptions to residents shall be limited to no more than eight (8) hours at any given time. If the service interruption is anticipated to exceed eight (8) hours, temporary service

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shall be provided. The Contractor shall provide all the necessary equipment and materials for temporary service. The utility owner will provide door hangers to the Contractor to be used for outage notifications. The door hanger shall describe the work to be undertaken, approximate dates of the work. The text of the notifications shall be approved by the Department and utility owner in advance. The Contractor shall notify the Engineer each time such notification is issued to the residents.

Taps shall be made only in the presence of the NB &/or CC assigned. At all times, the Contractor shall protect existing facilities against adverse conditions or substances and damage.

Connections to existing water and sewer lines shall be planned in advance with all required equipment, materials, and labor on hand prior to undertaking the connections. Work shall proceed continuously around the clock if necessary, to complete connections in minimum time. Operation of valves or other equipment on the existing water system shall be under the direct supervision of the NB &/or CC.

The Contractor shall complete the required work and restore water service within the given time period for the outage. The Engineer reserves the right to cancel or postpone the outage at any time, for any reason.

Some connections will need to be made during a period outside normal working hours. Contractor shall coordinate these times in advance with NB &/or CC.

Page 15-2, Add Sub-article 1500-11 Contaminant Soils

Add the following paragraphs for pipe protection in contaminated and corrosive conditions:

Where contaminant petroleum (Diesel, Gasoline) is encountered, use contaminant gasket material. Contaminant gasket material shall be nitrile rubber in accordance with ASTM 1418. Gaskets shall be consistent with pipe manufacturer and Engineer's recommendation for any other contaminants encountered.

Where contaminant petroleum (Diesel, Gasoline) and/or corrosive and highly organic soils are encountered, provide polyethylene encasement in underground installations of ductile iron piping for water and sewer. Polyethylene wrap in tube or sheet form for piping encasement shall be manufactured of virgin polyethylene material conforming to the requirements of ANSI/ASTM Standard Specification D1248. The specified nominal thickness for low-density polyethylene film is 0.008 in. (8 mils). The specified nominal thickness for high-density cross-laminated polyethylene film is 0.004 in. (4 mils). The minus thickness tolerance shall not exceed 10 percent of the nominal thickness on both material types.

Division 15, Section 1505-Excavation, Trenching, Pipe Laying and Backfilling for Utilities

Page 15-4, Sub-article 1505-3 (C) Bedding

Add the following sentences:

- (1) Water & Sewer Pipe

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The bottom of the trench shall be excavated to a minimum of four inches (4") below the outside bottom of the pipe being installed to allow adequate placement and compaction of bedding material prior to installation.

Select bedding material shall be placed a minimum of four inches (4") and a maximum of six inches (6") under the pipe for full width of the trench and halfway up the pipe on the sides. Bedding material shall be placed in layers not exceeding six inches (6") loose thickness for compacting by vibratory mechanical tamps under the haunches and concurrently on each side of the pipe for the full width of the trench. The final result shall be "Class B" bedding for rigid pipe. If the existing material under the pipe bedding material is unsuitable, the unsuitable material shall be removed and replaced with select bedding material (No. 57 or No. 5 stone), as authorized and approved by the Engineer.

Page 15-4, Sub-article 1505-3 (E) Thrust Restraint paragraph 3

Replace with the following:

All exposed piping with mechanical couplings, push-on, mechanical joints, or similar joints subject to internal pressure shall be rodded or restrained with mechanical restraints (grip-rings, mega lugs, etc.) to preclude separation of joints. All mechanical joint tees, valves, all horizontal bends, vertical bends deflecting twenty two and one half (22 ½) degrees or more, and plugs which are installed in buried piping (subjected to internal hydrostatic heads in excess of thirty feet (30')) shall be provided with suitable reaction blocking and restrained with mechanical restraints (grip-rings, mega lugs, etc.) acceptable for preventing movement of the pipe caused by internal pressure. The pipeline shall be restrained on either side of the fitting as indicated in the Pipe Restraint Chart listed in Plan Set. Concrete blocking shall extend from the fitting to solid undisturbed earth and shall be installed so that all joints are accessible for repair. The fittings shall be wrapped in plastic to protect the fitting, bolts, and nuts from being permanently set in concrete and facilitate access for repair.

Mechanical joint retainer glands, mega-lugs, US Pipe's Field-LOK gasket, or Romac's Grip-Ring are acceptable on pipe 12" and less in diameter. Use concrete reaction blocking and thrust collars only where joint restraint is impractical with the approval of the Engineer.

Page 15-5, Sub-article 1505-6, Measurement and Payment:

Nitrile Pipe Gaskets

If proposed water or sewer main to be installed in the vicinity of contaminated soil Contactor shall use nitrile pipe gaskets in lieu of standard gaskets. Install nitrile (petroleum resistant) gaskets at the locations shown on the plans or as directed by the Engineer.

Nitrile Pipe Gaskets will be measured and paid per each and by pipe diameter.

Pay Item	Pay Unit
___" Nitrile Pipe Gasket	Each

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Polyethylene Encasement

If proposed water or sewer main to be installed in the vicinity of contaminated and or corrosive or highly organic soil Contractor shall be provided polyethylene encasement at the locations shown on the plans or as directed by the Engineer.

Polyethylene encasement will be measured and paid per lineal foot and by pipe diameter.

Pay Item	Pay Unit
Polyethylene Encasement on _" Dia. Main	LF

Division 15, Section 1510-Water Lines

Page 15-6, Sub-article 1510-3 (B) Testing and Sterilization

In the fifth paragraph:

revise the flushing velocity from 2.5 feet per second to 3.0 feet per second.

Page 15-6, Sub-article 1510-3 (B) Testing and Sterilization

Replace the sixth paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. Solid sterilization agent is not allowed. The chlorine solution must remain in contact with all interior surfaces for 24 hours. If the chlorine level drops below 10 parts per million during a 24-hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory.

All pressure pipe shall be tested in accordance with current AWWA standards; AWWA C600 for ductile iron pipe and AWWA605 for PVC pipe. All proposed water mains shall be subjected to a leakage test under the specified hydrostatic pressure. The pressure shall be maintained constant at one hundred fifty pounds per square inch (150 psi) (plus or minus five psi) during the entire time that line leakage measurements are being made.

The water lines are to be flushed thoroughly to remove all dirt and debris which may have collected in the line. After flushing has been completed, the pipelines shall be tapped on top at a point furthest from the point that the lines are to be filled with water. The valve at the end of the line shall be left open, and the valve between the new water line and the NB or CC Water System opened slightly to allow the water to enter the new pipe slowly. Once the pipe is full, the valve at the end of the line shall be left open until the valve between the new water line and the NB or CC Water System is completely shut off. At no time shall the NB or CC Water System valve be open without an outlet in the new pipe system. A representative of the NB or CC is the only authorized operator of valves within the NB or CC Water System.

Leakage measurements shall not be started until a constant test pressure has been established; compression of air trapped in unvented pipes or fittings will give false leakage readings under

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changing pressure conditions. After the test pressure to be used has been established and stabilized, the line leakage shall be measured by means of a water meter installed on the line side of the force pump, and the leakage test shall extend over a total period of not less than four (4) hours.

Line leakage is defined as the total amount of water introduced into the line as measured by the meter during the leakage test. The pipeline or section being tested will not be accepted if it has a leakage rate in excess of:

$$L = S \times D \times (\text{square root of } P) \\ 148,000$$

where L = allowable leakage in gallons per hour, S = length of pipe in feet, D = nominal diameter of the pipe in inches, and P = average test pressure during the leakage test in pounds per square inch (150 psi).

All visible leaks shall be repaired. The Contractor shall locate and repair leaking joints to the extent required to reduce the total leakage to an acceptable amount. All joints in piping shall be watertight and free from visible leaks during the prescribed test. Each leak which is discovered within one year after final acceptance of the work shall be located and repaired by and at the expense of the Contractor.

Disinfection

After passing the leakage test, all water mains shall be disinfected in accordance with AWWA C-651, and as specified herein. The valve at the end of the line shall be left open, and the valve between the new water line and the NB or CC Water System opened slightly to allow the water to enter the new pipe slowly. Chlorine is then to be applied under pressure by an ejector pump (or equal) to the water entering the new pipeline. Chlorine will be added in sufficient quantities to give an overall chlorine residual to the water of at least fifty (50) parts per million. Once the pipe is fully chlorinated, a representative of the NB or CC shall be contacted to perform a high chlorine test. At no time during testing shall the NB or CC Water System valve be open without an outlet in the new pipe system. A representative of the NB or CC is the only authorized operator of the valves within the NB or CC Water System.

After the water main passes the high chlorine test the pipeline is to be valved off and the chlorinated water allowed remaining in the line for twenty four (24) hours. After the twenty-four (24) period, the chlorine residual in the line must be at least ten (10) parts per million. After passing the chlorine residual test, the pipeline is to be thoroughly flushed until no evidence of chlorine exists as determined by the Orthotolidine Test.

After flushing the line, the Contractor shall furnish sterilized bottles and take water samples from various points along the line as directed and witnessed by the NB or CC. A minimum of two samples shall be taken in any instance. The Contractor shall send the samples to an approved testing laboratory, for bacteriological analysis. If the analysis reveals that no bacteria is present

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and the requirements for final inspection have passed, the pressure pipe system may be placed into service upon written notification from the NB or CC.

The NB or CC reserves the right to modify and/or change the test, test procedures, and/or passing level results without prior notice.

Division 15, Section 1515-Utility Controls

Page 15-8, Sub-article 1515-2 Materials

Add the following paragraph:

(A) Air Relief Valve Assemblies

Automatic Air Release Valves shall be automatic float operated valves designed to release accumulated air from a piping system while the system is in operation and under pressure.

The valve body, cover, orifice, float and linkage mechanism shall be constructed of Type 316 stainless steel. Non-metallic floats or linkage mechanisms are not acceptable. The orifice button shall be Viton for simple lever valves and Buna-N for compound lever designs. Automatic air release valves shall be Crispin UX20. (See Detail on Plan Set or in NB Standard Details)

Page 15-8, sub-article 1515-2 Materials:

Add the following paragraphs:

PVC Pipe 4" and Larger

All PVC used in the construction of water mains four inches (4") in diameter and larger shall meet the following standards:

Pipe: Pipe shall conform to the standards of AWWA C-900

Dimensions: Standard Dimension Ratio (SDR) 18 for both bell and pipe thickness

Material: Pipe shall be constructed of PVC conforming to ASTM D1784, Minimum cell classification of 12454B.

Pressure: Pipe shall be pressure rated at 150 psi

Joints: Joints shall be push-on type with elastomeric gaskets conforming to ASTM F477. For fusible C-900 joints shall be butt-fused conforming to the requirements of ASTM D638 and ASTM D1599.

Fittings: Ductile Iron conforming to ANSI/AWWA A21.11/C-110

Restraint Devices: Restraint devices for use on PVC joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serration on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength, low alloy material in accordance with ANSI/AWWA C111/A21.11, latest version thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. Restraining devices for "push on" joints shall be Star Pipe Products Pipe Restrainers, Series 1100, Romac Industries, Inc. Style 611, or approved equal. Restraining devices for mechanical joints shall be Romac Industries, Inc.

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Grip-Ring or approved equal.

PVC Pipe 3" and Smaller

Pipe: Pipe shall meet the requirements of ASTM D2241

Dimensions: Standard Dimension Ratio (SDR) 21 for both bell and pipe thickness

Material: Pipe shall be constructed of PVC conforming to ASTM D1784, Minimum cell classification of 12454B.

Pressure: Pipe shall be pressure rated at 200 psi

Joints: Joints shall be push-on type with elastomeric gaskets conforming to ASTM F477

Fittings: Fittings shall be Schedule 80 PVC with solvent weld joints

Ductile Iron Pipe

All Ductile Iron Pipe (DIP) used in the construction of water mains shall meet the following standards:

Pipe: Class 50 Ductile iron conforming to ANSI/AWWA A21.51/C-151

Fittings: Ductile Iron conforming to ANSI/AWWA A21.11/C-110

Joints: Mechanical joints conforming to ANSI/AWWA A21.11/C-111 or push-on joint conforming to ANSI/AWWA A21.51/C-151

Lining: All pipes and fittings shall be lined in accordance with ANSI/AWWA A21.4/C-104

Coating: All pipes and fittings shall be coated interior and exterior with bituminous coating approximately 1 mil thick.

Restraint Devices: Restraint devices for use on DIP joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serration on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength, low alloy material in accordance with ANSI/AWWA C111/A21.11, latest version thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. Restraining devices for "push on" joints shall be Uni-Flange Block Buster Series 1390-C, Romac Industries, Inc. Style 611, or approved equal. Restraining devices for mechanical joints shall be Romac Industries, Inc. Grip-Ring or approved equal

Pipe: Service pipe shall be one inch (1") "CTS" polyethylene tubing conforming to the standards of ANSI/AWWA C901. Pipe shall be made of PE3408 material with a standard dimension ratio of 9 (SDR 9) and a pressure rating of 200 psi. The tubing shall be blue in color.

Service Saddles:

Service saddles shall be brass with stainless steel straps and/or bolts. Saddles shall have (AWWA) CC threads. Saddles with straps shall be the double strap type. Saddles shall be constructed of No-Lead brass in accordance with AWWA C-800. Saddles shall be manufactured by McDonald, Ford, Muller, or approved equal.

Corporation Stops:

Corporation stops shall be bronze body with (AWWA) CC tapered threaded inlet and compression connection outlet. Corporation stops shall be constructed of No-Lead brass in accordance with AWWA C-800. Corporation stops shall be manufactured by McDonald, Ford, Muller, or approved equal.

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Angle Stop:

Angle stops shall be bronze body with compression connections for the inlet and outlet. Ball valves shall have a stainless-steel ball and a lockable, quarter turn, tee handled shut-off. Angle stops shall be constructed of No-Lead brass in accordance with AWWA C-800. Ball valves shall be manufactured by McDonald, Ford, Muller, or approved equal.

In shallow water service installations straight meter valves shall be utilized instead of angle stops at locations where the service tubing has to come through the side of the meter box instead of up through the bottom. The straight meter valves shall be either Muller Model B-24350 or Ford Model B43. Both valves will have a swivel meter nut on one side and a compression type pack joint for CTS tubing on the other side, along with a lockable wing.

Meter Box:

Meter Boxes shall be standard MBX-1 size, constructed of cast iron conforming to ASTM A-48 Class 30B, with an asphalt coated finish. Dimensions shall be 20" L x 10" W x 12" H. The Box shall be manufactured by Capital Foundry, East Jordan Iron Works, Charlotte Pipe and Foundry, or approved equal. The box lid shall be the standard "City of New Bern" or "Craven County" polymer lid (DFW Plastics, Inc. Model No. DFW1219SS-AF1MA-LID

Measurement and Payment:

Payment for " " air release valve manhole shall be per each and paid for under the contract price for " "Air Release Valve Manhole". Such price and payments will be full compensation for all labor, materials, excavation, backfilling and any incidentals necessary to complete the work, as required.

Pay Item:

" " Air Release Valve Manhole

Pay Unit

Each

Division 15, Section 1520-Sanitary Sewer

Page 15-10, Sub-article 1520-2 Materials

Add the following paragraph:

PIPE FOR SEWER FORCE MAINS

PVC Pipe

Pipe shall conform to the standards of AWWA C-900

Dimensions: Standard Dimension Ratio (SDR) 18 for both bell and pipe thickness

Material: Pipe shall be constructed of PVC conforming to ASTM D1784, Minimum cell classification of 12454B.

Pressure: Pipe shall be pressure rated at 150 psi

Joints: Joints shall be push-on type with elastomeric gaskets conforming to ASTM F477. For fusible C-900 joints shall be butt-fused conforming to the requirements of ASTM D638 and ASTM D1599.

Fittings: Ductile Iron conforming to ANSI/AWWA A21.11/C-110

Restraint Devices: Restraint devices for use on PVC joints shall be constructed of high

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strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serration on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength, low alloy material in accordance with ANSI/AWWA C111/A21.11, latest version thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. Restraining devices for "push on" joints shall be Star Pipe Products Pipe Restainers, Series 1100, Romac Industries, Inc. Style 611, or approved equal. Restraining devices for mechanical joints shall be Romac Industries, Inc. Grip-Ring or approved equal.

Ductile Iron Pipe

All Ductile Iron Pipe (DIP) used in the construction of sewer force mains shall meet the following standards:

Pipe: Class 50 Ductile iron conforming to ANSI/AWWA A21.51/C-151
Fittings: Ductile Iron conforming to ANSI/AWWA A21.11/C-110
Joints: Mechanical joints conforming to ANSI/AWWA A21.11/C-111 or push-on joint conforming to ANSI/AWWA A21.51/C-151
Lining: All pipes and fittings shall be lined with Protecto 401 or approved equal
Coating: All pipes and fittings shall be coated on the exterior with bituminous coating approximately 1 mil thick.

Restraint Devices: Restraint devices for use on DIP joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serration on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength, low alloy material in accordance with ANSI/AWWA C111/A21.11, latest version thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. Restraining devices for "push on" joints shall be Uni-Flange Block Buster Series 1390-C, Romac Industries, Inc. Style 611, or approved equal. Restraining devices for mechanical joints shall be Romac Industries, Inc. Grip-Ring or approved equal.

S.T.E.P. System Services

All materials used in the construction of S.T.E.P system services shall meet the following standards:

Pipe: Service pipe shall be 1 ½ inch CTS, polyethylene conforming to the standards of ANSI/AWWA C901. Pipe shall be made of PE3408 material with a standard dimension ratio of 9 (SDR 9) and a pressure rating of 200 psi. The pipe shall be green in color.
Service Saddles: Service saddles shall be brass with stainless steel straps and/or bolts. Saddles shall have (AWWA) CC threads. Saddles with straps shall be the double strap type. Saddles shall be manufactured by McDonald, Ford, Romac, or approved equal.

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- Corporation Stops:** Corporation stops shall be bronze body with (AWWA) CC tapered threaded inlet and compression connection outlet. Corporation stops shall be manufactured by McDonald, Ford, Muller, or approved equal.
- Ball Valve:** Ball valves shall be bronze body and have a stainless steel ball, with a quarter turn, lever handled shut-off. Ball valves shall be manufactured by McDonald, Ford, Muller, or approved equal.
- Check Valve:** Check valves shall be PVC wye-Check valves having IP threaded type pipe connections. The valve shall incorporate a weighted piston seat carrier as the sealing closure. Valve end (bonnet) shall be configured with a removal eye pin. Valve body shall be constructed of PVC which meets or exceeds the requirements of ASTM D-1784. The valve shall have a minimum pressure rating of 150 psi. The check shall be a 1 1/2", wye-check threaded to accept 1 1/2" MIP brass fitting on both ends. The wye-check shall have a continuous stainless steel reinforcing ring around the outside of the threads to prevent fittings from being over tightened. Check valves shall be manufactured by Spear, George Fischer or approved equal.
- Meter Box:** Meter Boxes shall be constructed of cast iron conforming to ASTM A-48 Class 30B, with an asphalt coated finish. Dimensions shall be 20" L x 10" W x 12" H. The word "SEWER" shall be cast into the lid. Box shall be manufactured by Capital Foundry, East Jordan Iron Works, Charlotte Pipe and Foundry, or approved equal.

Page 15-10, Sub-article 1520-2 Materials

Add the following paragraph:

(A) Combination Air Relief and Vacuum Valve Assemblies

The automatic air release valve shall be a combination air release valve. Combination air release valves shall be heavy duty "universal" style, single body units, incorporating the functions of an air and vacuum valve within a single housing.

The tap size shall be a minimum of two (2) inches, however if a larger tap is needed it shall be sized accordingly. The valve body, cover flange, and all internal parts shall be 316 stainless steel. The air release orifice shall be as specified by the Design Engineer. The air release valve shall have a maximum working pressure of 200 psi.

All air and vacuum combination release valves shall be Crispin Model UX20, ARI D-020, H-Tec Model 986, or approved equal. All air release valves shall be installed in accordance with the manufacturer's recommendations.

Air relief and vacuum valve manholes shall be 48-inch diameter precast concrete concentric cone conforming to ASTM C-478. The combination air relief vacuum valve manhole shall be cast with an anti-microbial admixture, in accordance with manufacturer's instructions. The manholes and valves shall be installed in accordance with the standard detail. The force main shall consist of one full joint of ceramic epoxy coated, ductile iron pipe centered at the air relief valve and a minimum of four (4) feet deep.

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Combination air relief and vacuum valves shall be installed using 2" stainless steel tapping saddle, a two (2) inch ball valve, and a two (2) inch as shown in the standard detail.

Ball valves shall be all bronze construction, with a handle operator. Ball valves shall be manufactured and tested in accordance with AWWA/ANSI C800. The valve shall be equipped with packing nut, gland, and packing material. Ball valves shall be of an approved type made from approved materials conforming to ASTM specifications and shall also meet the approval of the utility owner. The turn required to travel from fully closed to fully open on a ball valve shall be 90 degrees.

Page 15-10; Section 1515-3(F). The Contractor's attention is directed to this section.

Measurement and Payment:

Payment for " " combination air release valve manhole shall be per each and paid for under the contract price for " " Combination Air Release Valve Manhole". Such price and payments will be full compensation for all labor, materials, excavation, backfilling and any incidentals necessary to complete the work, as required.

Pay Item:

Pay Unit

" " Combination Air Release Valve Manhole

Each

Page 15-11, Sub-article 1520-3(A)(2) Testing:

Page 15-12, Add Sub-article 1520-3(A)(2)(g) Hydrostatic Test:

Add Hydrostatic Test provisions for gravity sewers as defined as follows:

All sewers within protected conditions require hydrostatic testing. The Contractor will furnish all labor and material, including test pumps, plugs, and all other incidentals for making hydrostatic tests. Hydrostatic pressure testing shall be conducted on the completed main, including the laterals.

All proposed sewer force mains shall be subjected to a leakage test under the specified hydrostatic pressure. The test pressure shall be one and one-half times the maximum working pressure of the pipe segment. The test pressure shall be maintained constant (plus or minus five psi) during the entire time that line leakage measurements are being made.

The sewer force mains are to be flushed thoroughly to remove all dirt and debris which may have collected in the line. After flushing has been completed, the force main shall be filled slowly with water. One end of the pipe shall be vented to allow the release of air during filling. Once the force main is full of water all vents shall be closed and a pump shall be used to increase the pressure in the force main to the required test pressure.

Leakage measurements shall not be started until a constant test pressure has been established; compression of air trapped in unvented pipes or fittings will give false leakage readings under changing pressure conditions. After the test pressure to be used has been established and stabilized, the line leakage shall be measured by means of a water meter installed on the line side

Project: U-5713/R5777A&B

UC-13

County: Craven

of the force pump, and the leakage test shall extend over a total period of not less than two (2) hours.

Line leakage is defined as the total amount of water introduced into the line as measured by the meter during the leakage test. The pipeline or section being tested will not be accepted if it has a leakage rate in excess of:

$$L = S \times D \times (\text{square root of } P) / 133,200$$

Where L = allowable leakage in gallons per hour, S = length of pipe in feet, D = nominal diameter of the pipe in inches, and P = average test pressure during the leakage test in pounds per square inch.

All visible leaks shall be repaired. The Contractor shall locate and repair leaking joints to the extent required to reduce the total leakage to an acceptable amount. All joints in piping shall be watertight and free from visible leaks during the prescribed test. Each leak which is discovered within one year after final acceptance of the work shall be located and repaired by and at the expense of the Contractor.

Page 15-12, Sub-article 1520-3 (B) (1) Installation Replace the second paragraph with the following:

All sewer force mains shall have automatic combination air & vacuum release valves installed at all high points, as indicated on the plans, and in accordance with these Special Provisions.

Page 15-15, Sub-article 1525-3 (D) Testing
Add the following:

All manholes on proposed sewer main extensions shall be vacuum tested as specified herein. Manholes shall be tested after complete assembly. Stub-outs, manhole boots and pipe plugs shall be secured to prevent movement while the vacuum is drawn. A measured vacuum of 10 inches of mercury shall be established in the manhole. Acceptance standards for leakage shall be established from the elapsed time for a negative pressure change from 10 inches to nine inches of mercury. The maximum allowable leakage rate for a four-foot diameter manhole shall be in accordance with the following:

Minimum Elapsed Time for a

<u>Manhole Depth</u>	<u>Pressure Change of 1" Hg</u>
10 ft. or less	60 seconds
> 10 ft. but < 15 ft.	75 seconds
> 15 ft. but < 25 ft.	90 seconds

For manholes five feet in diameter, add an additional 15 seconds and for manholes six feet in diameter, add an additional 30 seconds to the time requirements for four-foot diameter manholes.

Project: U-5713/R5777A&B

UC-14

County: Craven

If the manhole fails the test, necessary repairs shall be made, and the vacuum test and repairs shall be repeated until the manhole passes the test. The extent and type of repairs that may be allowed shall be subject to the approval of the City Engineer. Leaks shall be repaired on the outside of the manhole unless otherwise approved by the City Engineer.

If manhole joint mastic is completely pulled out during the vacuum test, the manhole shall be disassembled, and the mastic replaced.

Tapping Sleeves

Prior to making any tap on an existing City of New Bern water or sewer main, the tapping sleeve or saddle shall pass a pressure test. The tapping sleeve shall be hydrostatically tested through the test plug for a period of five (5) minutes. During the test period, no leakage shall be allowed. Air testing of tapping sleeves shall not be permitted.

Section 1530-Abandon or Remove Utilities

Page 15-16, Sub-article 1530-3(A) Abandoning Pipe:

Add the following paragraphs:

Perform kill-outs of existing mains to be abandoned as designated on the Drawings. Kill-outs shall consist of the following requirements:

1. Kill out shall be done a minimum of 5 feet from any fitting on the existing water main that is to remain in service.
2. Ductile iron pipe stiff knee shall be 4" diameter for mains 12" or less. Utilize 8" ductile iron pipe or larger for mains larger than 12". Minimum length of 5 feet of stiff knee shall be provided. Stiff knee shall be encased in concrete. Concrete shall cover the abandoned pipe but it shall not come in contact with the active water main or any fittings on the active water main. Place blocks rated as the same compressive strength as the concrete under the stiff knee to provide support during concrete placement.
3. On the active water main side of the stiff knee, provide full body mechanical joint sleeve with restraining gland and restraining plug or cap.
4. On the abandoned water main side, provide minimum ¼" steel plate or ductile iron cap or plug.
5. Coordinate outages with Engineer and other work to minimize number of planned outages.
6. Abandoned pipe shall be grout filled or removed in accordance with Section 1530.

Remove valves, or close valves and remove the top of the valve box to an elevation 2-feet below the roadway subgrade or finished grade and backfill.

Project: U-5713/RS777A&B

UC-15

County: Craven

Page 15-17, Sub-article 1530-4 Measurement and Payment:

Add the following sentence to the first paragraph:

Kill out of existing water mains to be abandoned shall be incidental to the other work and will not be measured and paid.

Page 15-18, Sub-article 1540-2, Materials:

Add the following paragraphs for specifying carrier pipe:

The carrier pipe installed for water or force main applications, within the casing pipe shall be CL 50 ductile iron restrained joint pipe. Use of pressure class ductile iron pipe for water mains is acceptable, in accordance with these Special Provisions for Section 1036. Mechanical joint restraint systems are not an acceptable means of restraint within the casing pipe for water mains or force mains.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a Budget Ordinance to establish a "NCDOT Water & Sewer Improvements Project" Fund.

Date of Meeting: 8/9/22	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting a budget ordinance to establish a project fund for NCDOT Water & Sewer Improvements
Actions Needed by Board:	Adopt ordinance
Backup Attached:	Memo, Ordinance

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:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: July 29, 2022
RE: Ordinance to Establish a NCDOT Water & Sewer Improvements Project Fund

Background

NCDOT has three large highway improvement projects underway in the New Bern area and each will require some level of water and sewer infrastructure relocation in order to accommodate the highway improvements. As these projects will span multiple years, the establishment of a "NCDOT Water & Sewer Improvements Project" fund will be the best way to account for these expenditures over the life span of the projects.

The first Utility Construction Agreement with the NCDOT for project R-5777A&B (Hwy 70 Trent River bridge to Thurman Rd), presented to the Board of Aldermen for approval on August 9th, requires the City's reimbursement of \$2,230,714.75.

To continue moving forward with the required water and sewer relocation efforts, staff are requesting that the NCDOT Water & Sewer Improvements Project fund be established, and the following be transferred into the project fund for a total of \$2,230,715:

\$900,000 from Water Capital Reserve
\$761,365 from Sewer Capital Reserve
\$569,350 from Sewer Fund

Requested Action

It is recommended that the Board adopt the Budget Ordinance to Establish a NCDOT Water & Sewer Improvements Project Fund at its meeting to be held on August 9, 2022.



NEW BERN

CITY OF NEW BERN

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

MEMORANDUM

TO: Kim Ostrom, Finance Director
FROM: Jordan B. Hughes P.E., City Engineer *JBH*
DATE: July 27, 2022

SUBJECT: NCDOT Water & Sewer Improvements Project Fund

NCDOT has three large highway improvement projects underway in the New Bern area and each will require some level of water and sewer infrastructure relocation in order to accommodate the highway improvements. Two of the projects, R-5777C (Hwy. 70, Thurman Rd. to Havelock Bypass) and R-4463A (Hwy. 43 Connector) are in the design and ROW acquisition phases, while R-5777A&B (Hwy. 70 Trent River bridge to Thurman Rd.) is currently in the construction phase.

For each of these projects, the City will need to enter into a Utility Construction Agreement (UCA) with NCDOT. This agreement is a standard agreement between the NCDOT and the City, which outlines the scope of the required water and sewer infrastructure relocation, and the portion of the relocation cost that will have to be reimbursed by the City. Per NC General Statutes, the City is responsible for reimbursing the NCDOT 25% of the cost of the relocation construction. As these projects will span multiple years, the establishment of a "NCDOT Water & Sewer Improvements Project" fund will be the best way to account for these expenditures over the life of the projects.

The first of the UCA's will be presented to the Board of Aldermen for approval at the August 9th Board of Aldermen meeting. This UCA is for the R-5777A&B project and the City's required reimbursement for this project will be \$2,230,714.75.

To continue moving forward with the required water and sewer relocation efforts, I'm requesting that the NCDOT Water & Sewer Improvements Project fund be established, and the following be transferred into the project fund:

- \$900,000 from 4311 – Water Capital Reserve
- \$761,365 from 4515 – Sewer Capital Reserve
- \$569,350 from 5211 – Sewer Fund

As the other two projects progress and the reimbursement costs are determined, additional requests for transfers into the project fund will be made.

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

CAPTIAL PROJECT ORDINANCE FOR THE CITY OF NEW BERN
"NCDOT WATER & SEWER IMPROVEMENTS PROJECT FUND"

BE IT ORDAINED by the Governing Board of the City of New Bern, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is to relocate water and sewer infrastructure to accommodate the three NCDOT highway improvement projects underway in the New Bern area.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amount is appropriated for the project:

NCDOT Water & Sewer improvements	<u>\$2,230,715</u>
----------------------------------	--------------------

Section 4: The following revenues are estimated to be available to complete the project:

Transfer from Water Capital Reserve Fund	\$900,000
Transfer from Sewer Capital Reserve Fund	761,365
Transfer from the Sewer Fund	<u>569,350</u>

Section 5: That the Finance Officer is authorized to make temporary loans between other funds and the NCDOT Water & Sewer Improvements Project Fund to provide funding until anticipated debt proceeds (if any) are received. If necessary, the Board intends to adopt a "Declaration of Official Intent to Reimburse" in order to be reimbursed for any eligible city funds expended prior to receipt of the financing proceeds.

Section 6: Copies of the ordinance shall be provided to the Budget Officer and the Finance Officer for use in the performance of their duties.

Section 7: That this ordinance shall take effect upon adoption.

ADOPTED THIS 9TH DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Approve a License Agreement with The New Bern Area Improvements Association, Inc.

Date of Meeting: 8/9/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	A license agreement is proposed for the City's use of the Omega Center to offer recreational and other programs to citizens.
Actions Needed by Board:	Consider adopting a resolution approving a license agreement with The New Bern Area Improvements Association, Inc., which is the owner of the Omega Center
Backup Attached:	Memo, resolution, license agreement, and recreational programming data

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: \$42,500
If this requires an expenditure, has it be budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes: None



NEW BERN
PARKS & RECREATION

Family, fitness and fun come together here.

Kari Warren, CPRP
Interim Director of Parks & Recreation



Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP
Interim Director of Parks and Recreation
Re: Resolution Approving License Agreement for Use of the Omega Center

Background Information:

Parks and Recreation has used the Omega Center since September 1, 2019, to offer recreational programs in lieu of programs that were offered at the Stanley White Recreation Center ("SWRC") prior to sustained damage during Hurricane Florence. A license agreement for a three-year term of usage between the City and owner of the Omega Center "New Bern Area Improvement Association, Inc." was adopted on July 23, 2019. This agreement will expire on August 31, 2022.

Parks and Recreation would like to continue use of the Omega Center to offer recreational programs until construction of the new Stanley White Recreation Center ("SWRC") is completed. An approximate time frame for completion of the new "SWRC" is eighteen (18) months.

A new license agreement proposes an eighteen-month term at a rate of \$42,500. The Omega Center shall provide all water, sewer, and electric utilities, but the City will reimburse the cost of those utilities on a monthly basis at a sum equal to 57.14% of each utility bill. The Omega Center will perform all routine repairs and maintenance on the property. The City will be responsible for mowing and maintaining the grass and landscaping.

Recommendation:

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

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

RESOLUTION

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

That the License Agreement dated August 9, 2022 by and between The New Bern Area Improvements Association, Inc. and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 9th DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

**NORTH CAROLINA
CRAVEN COUNTY**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”), dated August ____, 2022, for convenience of reference, is made by and between the THE NEW BERN AREA IMPROVEMENTS ASSOCIATION, INC. (“Omega Center”), a North Carolina non-profit corporation, and the CITY OF NEW BERN (“City”), a North Carolina municipal corporation, collectively referred to as the “Parties.”

WITNESSETH:

THAT WHEREAS, the Omega Center owns the real property located at 800 Cedar Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-007-316 (“Subject Property”) and commonly referred to as the “Cedar Street Recreation Center” or the “Omega Center”; and

WHEREAS, the Parties entered into a license agreement dated July 23, 2019 (“2019 License Agreement”) wherein the City licensed from the Omega Center a portion of the Subject Property to provide public recreational services and other similar public activities, subject to the terms and conditions established therein; and

WHEREAS, the 2019 License Agreement terminates on August 31, 2022; and

WHEREAS, the Parties have agreed upon the terms of an eighteen (18) month License Agreement and wish to reduce their agreement to writing.

NOW, THEREFORE, the Omega Center does hereby license unto said City, and said City does hereby accept as licensee of said Omega Center, the Premises, for the term and upon the conditions hereinafter set forth:

1. **INCORPORATION OF RECITALS.** The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this License.

2. **THE PREMISES.** In consideration of the obligation of the City to pay a license fee as herein provided and in consideration of the other terms, covenants, and conditions hereof, the Omega Center hereby licenses to the City, and the City hereby licenses from the Omega Center, those certain premises containing a commercial structure of approximately 13,177 square feet, along with on-site parking at the real property located at 800 Cedar Street in the City of New Bern (the “Premises”). The license granted herein is specifically limited to the days of Monday through Thursday (24 hours per day), with the exception of an adequate storage room which shall be

provided by the Omega Center to the City at all times. By mutual agreement, the Parties may modify the hours and/or days of the license from time to time, provided such agreement is reduced to writing which may be in the form of confirming emails. The Omega Center shall provide the City with keys to the Premises to facilitate the City's use of the Premises.

3. **LICENSE FEE.** As consideration for the license granted herein, the City agrees to pay the Omega Center the sum of Forty-two Thousand Five Hundred Dollars (\$42,500) upon the Omega Center's execution of this License.

4. **OMEGA CENTER UPFITTING RESPONSIBILITIES.** The Omega Center, at its sole cost and expense, shall make certain improvements to the Premises as more specifically itemized on the attached Exhibit A, with such work to begin immediately. The Omega Center warrants that all work shall be in compliance with all federal, state and local environmental laws, ordinances, rules and regulations (including but not limited to the American with Disabilities Act and the Occupational Safety and Health Act of 1970). In the event of a dispute between the Omega Center and the City with respect to the work performed hereunder, and the Omega Center and the City cannot resolve the dispute, then the dispute shall be resolved by arbitration conducted in accordance with the North Carolina Uniform Arbitration Act.

5. **TERM.** The term of this License shall commence on September 1, 2022 and terminate on February 28, 2023, unless sooner terminated or extended in accordance with the terms hereof. The Parties, by written instrument, may agree to an extension of the license term prior to the termination of this License.

Notwithstanding the foregoing, the City may terminate this License at any time upon thirty (30) days' advance written notice to the Omega Center with no refund or proration of the License Fee.

6. **PERMITTED USES.** The City agrees to utilize the Premises to provide public recreational services and other similar public activities, and for no other purposes without the Omega Center's prior written consent.

7. **UTILITIES.** The Omega Center shall provide all utilities necessary to serve the Premises including water, sewer, and electric services. The City shall reimburse the Omega Center on a monthly basis a sum equal to 57.14% of each monthly utility bill.

8. **REPAIR AND MAINTENANCE.** The Omega Center shall perform all routine repairs and maintenance necessary to maintain the facilities, driveways and parking areas located

on the Subject Property. The City shall mow and maintain the grass and landscaping located on the Subject Property. The City shall also repair any damage to the Premises caused during its occupancy of the Premises.

9. **CARE OF PREMISES.** The Parties shall be solely responsible for cleaning the Premises after each Party's use of the Premises.

10. **ALTERATIONS AND IMPROVEMENTS.** The City shall make no alterations or improvements to the Premises other than those itemized on Exhibit A without the Omega Center's written consent. All said alterations or improvements to the Premises on Exhibit A shall be performed in a workmanlike manner.

11. **CASUALTY AND LIABILITY INSURANCE.** The Parties, at their respective sole cost and expense, shall maintain for the benefit of themselves and the other Party, general liability insurance protecting the Parties against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect the Parties jointly and severally to the combined limit of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate each Party as additional insureds, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving the other Party a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by each Party, and a certificate of insurance shall be provided to each Party.

The Omega Center shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina

12. **DAMAGE OR DESTRUCTION.** In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of the Parties shall be as follows:

(a) If the Premises shall be damaged or destroyed so as to render the Premises untenable, the Omega Center shall use its insurance proceeds to immediately commence reconstruction of the Premises. During such construction period, the term of this License shall be suspended and shall resume upon completion of such construction.

Untenantable shall mean that the improvements upon property of which the Premises are a part shall be damaged or destroyed by fire, the elements, or other casualty to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

(b) If the Premises are not rendered untenable by such damage or destruction, this License shall remain in full force and effect and the Omega Center shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. The City shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.

13. DEFAULT. If either Party shall fail to perform or comply with any of the agreements or covenants of this License and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this License.

14. REMEDIES. Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this License.

15. QUIET POSSESSION. The Omega Center agrees that the City shall, upon paying the consideration and performing the covenants of this License, quietly have, hold and enjoy the Premises during its periods of occupancy over the term of this License.

16. SURRENDER OF POSSESSION. Upon expiration of the term of this License, the City shall surrender the Premises to the Omega Center in as good condition as the same are at the beginning of the license term, reasonable wear and tear and casualty excepted.

17. NOTICES. All notices required to be given with respect to any matter pertaining to this License shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to the City or to the Omega Center at the following addresses:

Licensee

City of New Bern
Attn: Director of Public Works
P.O. Box 1129
New Bern, N.C. 28560

Licensors

The New Bern Area Improvements Association, Inc.
Attn: Kurtis Stewart, President
800 Cedar Street
New Bern, N.C. 28560

Either Party may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

18. INDEMNIFICATION/LIMITATION OF LIABILITY. To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of the City, its officers, public officials, agents, contractors, or employees, the City shall indemnify the Omega Center and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by the City of the Premises, unless the same is caused by the negligence or willful misconduct of the Omega Center. To the extent allowed by law, and as limited by all state and federal laws, and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of the Omega Center, its officers, agents, contractors, or employees, the Omega Center shall indemnify the City and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, unless the same is caused by the negligence or willful misconduct of the City.

19. ENTIRE AGREEMENT. This License contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

20. BINDING EFFECT. All the terms and conditions of this License shall be binding upon and shall apply and inure to the benefit of the parties hereto.

21. CONSTRUCTION OF LICENSE. In construing and interpreting this License, the following rules shall apply:

(a) This License shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.

(b) Pronouns used in this License importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.

(c) Pronouns, verbs and/or other words used in this License importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

(d) Paragraph headings appearing in this License are for purposes of easy reference and shall be considered a part of this License and shall in no way modify, amend, or affect the provisions thereof.

22. GOVERNING LAW. This License shall be construed and interpreted in accordance with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and the President of The New Bern Area Improvements Association, Inc. has executed or caused this document to be duly executed, all as of the day and year first above written.

LICENSEE:

CITY OF NEW BERN

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

(CORPORATE SEAL)

LICENSOR:

**THE NEW BERN AREA IMPROVEMENTS
ASSOCIATION, INC.**

By: _____
KURTIS STEWART, PRESIDENT

[SEAL]

NORTH CAROLINA
CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the ___ day of August, 2022, before me personally appeared DANA OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the ___ day of August, 2022.

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA
CRAVEN COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: KURTIS STEWART.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____

Exhibit A

City Improvements to the Premises

- PA System and podium
- Hood suppression system
- Gym partition
- Fire suppression system

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the FY 2022-23 annual adopted budget.

Date of Meeting: 8/9/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Appropriate \$240,200 from General Fund for Omega Center lease and increased insurance costs; transfer \$386,600 from Water Fd to SE Water System Imp; transfers from WaterCapRes, SewCapRes and SewFd.
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:



NEW BERN
CITY OF NEW BERN

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
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: July 29, 2022
RE: Amendment to the FY 2022-23 Operating Budget

General Fund

The General Fund is amended to appropriate from fund balance \$42,500 for the license of the Omega Center for 18 months for public recreational services and other public activities. It is also amended to appropriate from fund balance \$197,700 due to increased insurance costs. From FY 2022 to FY 2023, insurance costs increased by \$223,000, including the following:

SIA	
Business Automobile	25,300
Property & Equipment (37%)	\$163,500
Liability (7%)	18,000
Bonding (37%)	4,500

The increase in property and equipment insurance is nearly equally due to 1) general premium increases and 2) the underwriters re-evaluating the City's total property value from \$65 million to the \$85-\$90 million range.

VFIS	
Emergency Services Liability (14%)	11,700

The VFIS insurance increased primarily due to the value of the Elizabeth Avenue Fire Station increasing from \$609,000 to \$1,000,000.

Water Fund

The Water Fund is amended to appropriate from fund balance a transfer of \$386,600 to the Southeast Water System Improvements Project Fund.

Other Funds

The following funds are amended to appropriate from their respective fund balances to the NCDOT Water & Sewer Improvements Project Fund:

Water Capital Reserve Fund	\$900,000
Sewer Capital Reserve Fund	761,365
Sewer Fund	569,350

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on August 9, 2022.

CITY OF NEW BERN, NORTH CAROLINA
 REQUESTED AMENDMENT TO
 Fiscal Year 2022-2023

FROM: Kim Ostrom, Director of Finance

Meeting Date: August 9, 2022

EXPLANATION:

The General Fund is amended to appropriate from fund balance \$42,500 for the license of the Omega Center for public recreational services and \$197,700 for the increase in insurance costs. The Water Fund is amended to appropriate from fund balance a transfer of \$386,600 to the Southeast Water System Improvements Project Fund. The following funds are amended to appropriate transfers from their respective fund balances to the NCDOT Water & Sewer Improvements Project Fund: Sewer Fund - \$569,350; Water Capital Reserve Fund - \$900,000; and Sewer Capital Reserve Fund - \$761,365.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
 THAT THE 2022-2023 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule A - GENERAL FUND

Increase: Parks & Recreation	42,500
Insurance	197,700
	\$ 240,200

Schedule C - WATER FUND

Increase: Transfer to Other Funds	\$ 386,600

Schedule D - SEWER FUND

Increase: Transfer to Other Funds	\$ 569,350

Schedule M - WATER CAPITAL RESERVE FUND

Increase: Transfer to Other Funds	\$ 900,000

Schedule N - SEWER CAPITAL RESERVE FUND

Increase: Transfer to Other Funds	\$ 761,365

Section 2 - Estimated Revenues

Schedule A - GENERAL FUND

Increase: Fund Balance Appropriated	\$ 240,200

Schedule C - WATER FUND

Increase: Fund Balance Appropriated	\$ 386,600

Schedule D - SEWER FUND

Increase: Fund Balance Appropriated \$ 569,350

Schedule M - WATER CAPITAL RESERVE FUND

Increase: Fund Balance Appropriated \$ 900,000

Schedule N - SEWER CAPITAL RESERVE FUND

Increase: Fund Balance Appropriated \$ 761,365

NATURE OF TRANSACTION:

 ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION

 TRANSFER WITHIN ACCOUNTS OF SAME FUND

 X OTHER: FUND BALANCE APPROPRIATED

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED AUGUST 9, 2022
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance for the Demolition of 1116 Grace Street

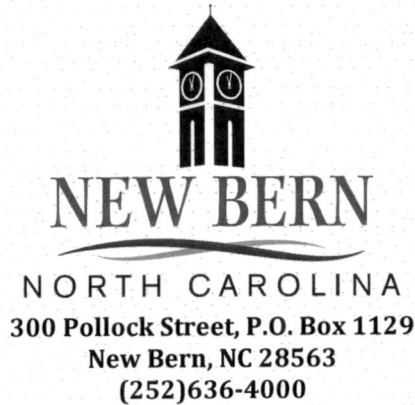
Date of Meeting: 8/9/2022	Ward # if applicable: Ward 5
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Staff is seeking approval of an Ordinance to demolish the structure located at 1116 Grace St.
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: Matt Schelly, Interim Director Development Services

DATE: July 29, 2022

SUBJECT: Consider Adopting an Ordinance for the Demolition of 1116 Grace Street.

Staff is seeking approval of an ordinance to demolish the structure located at 1116 Grace St.

The City of New Bern properly served the owners of record on November 22, 2021 pursuant to Section 38-30 of the Code of Ordinances for the City of New Bern, complaining and alleging that the dwelling owned by Aric Gardner located at 1116 Grace St. is unfit for human habitation.

The owners of the dwelling were ordered to demolish the dwelling located on the property and clear the debris, or to repair, alter, or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code by December 27, 2021. To date no permits have been applied for and the structure remains non-compliant.

The demolition estimate from Public Works is \$8,000. All utilities have been removed.

A complete list of chronological events related to the property as well as pictures are attached. Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

Prepared by and return to:

Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

AN ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNFIT FOR HUMAN HABITATION LOCATED AT 1116 GRACE STREET IN THE CITY OF NEW BERN, NORTH CAROLINA

THAT WHEREAS, the City of New Bern properly served Aric B. Gardener and spouse, Beatrice Gardner Moore and spouse, Randall J. Gardner and spouse, Daryl K. Gardner and spouse, and Alexander B. Gardner, Jr. and spouse, (collectively “Owners”), on October 26, 2021, pursuant to Section 38-30 of the Code of Ordinances for the City of New Bern, complaining and alleging that the dwelling owned by Owners located at 1116 Grace Street in the City of New Bern, North Carolina (Craven County parcel identification number 8-014-248) is unfit for human habitation; and

WHEREAS, the Owners of the certain dwelling located at 1116 Grace 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 December 27, 2021; 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 1116 Grace 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 9th DAY OF AUGUST, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

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:

All that certain tract or parcel of land located in Number Eight (8) Township, Craven County, North Carolina, in the City of New Bern and in that certain subdivision known as "Mechanicsville" and being Lot No. 110 as plotted and recorded in the Office of the Register of Deeds of Craven County in Book 116, Page 530; and for further reference see map in Book 137, Page 555; and bounded on the North by Lot 109, on the East by Lot 103, on the West by Lot 115, and on the South by Grace Street, and being the same lot or parcel of land conveyed to Winnie Artis by A. F. Bunting and wife by deed dated April 15, 1920 and recorded in Book 288, Page 149, in the Office of the Register of Deeds of Craven County to which reference is hereby made. This property bearing postal enumeration of 1116 A & B Grace Street.

1116
1114 Grace St 6-5-2010





Image.jpeg  Download  Full screen  Print



7/28/2020

Mail - Nancy Johnston - Outlook



1116 Grace St

2.18.2021



1116 Grace St

6.10.2022





1116 Grace St 6.10.2022

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

CITY OF NEW BERN,

FILED
2021 OCT 25 A 10:19
CRAVEN COUNTY, N.C. DISTRICT COURT
Plaintiff
BY _____) MD

BEFORE THE BUILDING INSPECTOR
OF THE CITY OF NEW BERN
File No. 21M249

v.

ARIC B. GARDNER AND SPOUSE, if any;

BEATRICE GARDNER MOORE AND SPOUSE, if any;

RANDALL J. GARDNER AND SPOUSE, if any;

DARYL K. GARDNER AND SPOUSE, if any;

ALEXANDER B. GARDNER JR AND SPOUSE, if any;

Defendants- Owners

CRAVEN COUNTY AND CITY OF NEW BERN,

Lienholders

COMPLAINT
(Residential Building or Structure)
(Dwelling Unfit for Human Habitation)
AND
NOTICE OF HEARING/
NOTICE OF LIS PENDENS

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. In accordance with North Carolina General Statutes Section 160D-1203 and Chapter 38 of the Code of the City of New Bern ("Chapter 38"), the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified herein has been properly maintained so that the safety and health of its occupants are not jeopardized for failure of the property to meet the minimum standards established by Chapter 38 and to determine if the dwelling identified is unfit for human habitation.

2. The preliminary investigation has disclosed that there is a basis for believing that the residential building or structure located at 1116 Grace Street, New Bern, North Carolina, which bears Craven County parcel identification number 8-014-248, is in violation of the minimum

standards established by Chapter 38 and is unfit for human habitation as evidenced by the following:

- a. The roof has not been properly maintained and there are multiple holes in the roof allowing for the entrance of moisture.
- b. The interior of the dwelling has not been properly maintained resulting in damage to the sub-floor, floor joist, walls, ceiling, and holes in the interior walls and floor.
- c. The dwelling does not have the required insulation within the floors, walls, and ceiling.
- d. The electrical system has not been properly maintained resulting in signs of damage to various electrical receptacles and or missing components of interior electrical system to include missing the required Ground Fault Circuit Interrupter (GFCI) outlets and or circuit breakers. The dwelling does not have electrical services.
- e. The dwelling does not have the ability to produce hot water for any sanitary reasons.
- f. The dwelling does not have a mechanical system capable of maintaining required internal temperature required of a dwelling unit.
- g. The dwelling does not have a bathroom or fixtures and or capabilities to properly remove sanitary and sewage waste from the dwelling unit.
- h. The dwelling does not have water and sewer services.
- i. The dwelling does not have smoke detectors.
- j. The dwelling has not had the yard maintained, allowing the grass, trash, and debris to grow higher than required and not picked up. This causing a nuisance and or hazard to the community.
- k. The dwelling is presently vacant.

3. A hearing will be held on the **18th Day of November 2021, at 2:00 p.m.** in the office of the City Building Inspector located at 303 First Street, New Bern, North Carolina 28560.

4. You have the right to file an answer to this Complaint by writing to the Building Inspector of the City of New Bern, P.O. Box 1129, New Bern, NC 28563-1129.

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

6. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the City Building Inspector.

7. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter, improve, vacate and close, or remove or demolish the structures and clear the debris therefrom, as appears appropriate. Failure to comply with an Order of the Building Inspector will result in the assessment of the following civil penalties as required by Code Section 38-5 of the Code of Ordinances of the City of New Bern:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration;
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional thirty (30) days, or fraction thereof, for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 25th Day of October 2021.

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
(252) 639-2943

Certificate of Service

I hereby certify that on the this 26th Day of October 2021, I served a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Aric B. Gardner
1019 Webster St NW
Washington, DC 20011

Spouse of Aric B. Gardner, if any
1019 Webster St NW
Washington, DC 20011

Aric B. Gardner
2444 Sandburg St
Dunn Loring, VA 22027

Spouse of Aric B. Gardner, if any
2444 Sandburg St
Dunn Loring, VA 22027

Beatrice L. Gardner Moore
12720 Falcon Dr
Woodbridge, VA 22192

Spouse of Beatrice L. Gardner Moore,
if any
12720 Falcon Dr
Woodbridge, VA 22192

Randall J. Gardner
345 Elmcroft Blvd, Apt 5202
Rockville, MD 20850

Spouse of Randall J. Gardner, if any
345 Elmcroft Blvd, Apt 5202
Rockville, MD 20850

Randall J. Gardner
1011 Nelson St. Apt 38
Rockville, MC 20850

Spouse of Randall J. Gardner, if any
1011 Nelson St. Apt 38
Rockville, MC 20850

Daryl K. Gardner
198 N Wall St
Elkin, NC 28621

Spouse of Daryl K. Gardner, if any
198 N Wall St
Elkin, NC 28621

Alexander B. Gardner
2601 Whispering Oaks Cir
Cedar Hill, TX 75104

Spouse of Alexander B. Gardner, if any
2601 Whispering Oaks Cir
Cedar Hill, TX 75104

Craven County
c/o Arey W. Grady, III
244-A Craven St
New Bern, NC 28560

I further certify that on this 26th Day of October 2021, I personally delivered a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens to the following persons at the addresses indicated:

Foster Hughes, City Manager
City of New Bern
300 Pollock Street
New Bern, NC 28560

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
(252) 639-2943

STATE OF NORTH CAROLINA **FILED** BEFORE THE BUILDING INSPECTOR
COUNTY OF CRAVEN 2021 NOV 19 A 8:37 OF THE CITY OF NEW BERN
File No. 21 M 249

CITY OF NEW BERN, CRAVEN COUNTY, C.S.)
BY Plaintiff)

v.)

ARIC B. GARDNER AND SPOUSE, if)
any;)
BEATRICE GARDNER MOORE AND)
SPOUSE, if any;)
RANDALL J. GARDNER AND SPOUSE,)
if any;)
DARYL K. GARDNER AND SPOUSE, if)
any;)
ALEXANDER B. GARDNER JR AND)
SPOUSE, if any;)
Defendants- Owners)
CRAVEN COUNTY AND CITY OF)
NEW BERN,)
Lienholders

ORDER OF THE
BUILDING INSPECTOR
OF THE
CITY OF NEW BERN

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 18th Day of November 2021; and

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

1. Patrick J Ezel, Building Inspector, Minimum Housing Officer appeared on behalf of the City of New Bern.

2. The following were properly notified but not present, Aric B Gardner and spouse if any, Beatrice Gardner and spouse if any, Randall J Gardner and spouse if any, Daryl K Gardner and spouse if any, Alexander B Gardner and spouse if any, Arey Grady, and Foster Hughes.
3. Aric B Gardner and spouse if any, Beatrice Gardner and spouse if any, Randall J Gardner and spouse if any, Daryl K Gardner and spouse if any, Alexander B Gardner and spouse if any, are the real property owners located at 1116 Grace Street, New Bern, North Carolina, and further identified by Craven County Tax Identification number 8-014-248.
4. The dwelling located at 1116 Grace Street, New Bern, North Carolina does not meet the Minimum housing standard set forth in Chapter 38 of the City of New Bern's Ordinance due to deterioration and defects, increasing the hazard of fire, accidents, or other calamities. The deficiencies are set forth in the Complaint (Residential Building or Structure) (Dwelling Unfit for Human Habitation) and Notice of Hearing/Notice of Lis Pendens.
5. The dwelling is presently vacant and is to remain vacant until this order is cancelled. The dwelling is currently located in the AE flood zone with base flood elevation (BFE) of 9 foot, the panel number is 3720558000K.
6. It is the opinion of the Inspections Department of the City of New Bern that the dwelling cannot be repaired, altered, or improved to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern at a cost less than seventy-five (75%) percent of the value, and, therefore, it is a **dilapidated** dwelling as defined by Chapter 38 of the Code of the City of New Bern. As a result, thereof, no one shall reside in or occupy said dwelling.
7. The aforesaid dwelling must remain vacated, closed, secured, and must be repaired, altered, improved or demolished/removed to comply with the minimum standards established by Chapter 38 of

the Code of the City of New Bern.

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

9. After finding the aforementioned facts, the Building Inspector ordered that the Owner (s) shall:

a. Repair, alter, improve, or remove/demolish said dwelling to comply with the minimum standards, established by Chapter 38 of the Code of the City of New Bern no later than **27 December 2021**.

b. Ensure all permits are obtained prior to work beginning.

c. Ensure that all work for mechanical, plumbing, gas, and or electrical work shall be performed by persons licensed by the State of North Carolina to perform such work, and that all such work is inspected as required by law.

d. Ensure that lead paint, if any, on the exterior of said dwelling is abated in compliance with the regulations enforced by the Craven County Health Department.

e. Property and structure (s) to be brought into compliance with Article XVI of the Appendix A of the Land Use Ordinance of the City of New Bern, which is commonalty, called the Flood Plain Ordinance.

f. Shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of

its expiration;

- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 18th Day November 2021

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
252-639-2943

Certificate of Service

Re: 1116 Grace Street, New Bern, NC (Parcel ID # 8-014-248)

I hereby certify that on the 22nd Day of November 2021, I served a copy of the foregoing **Order of the Building Inspector** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Aric B. Gardner
1019 Webster St NW
Washington, DC 20011

Spouse of Aric B. Gardner, if any
1019 Webster St NW
Washington, DC 20011

Aric B. Gardner
2444 Sandburg St
Dunn Loring, VA 22027

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Cedar Hill, TX 75104

Craven County
c/o Arey W. Grady, III
244-A Craven St
New Bern, NC 28560

I further certify that on this 22nd Day of November 2021, I personally delivered a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens to the following persons at the addresses indicated:

Foster Hughes, City Manager
City of New Bern
300 Pollock Street
New Bern, NC 28560

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
252-639-2943



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Alderman Jeffrey Odham
FROM: Brenda Blanco, City Clerk
DATE: June 30, 2022
SUBJECT: Appointment to Historic Preservation Commission

John Blackwelder has resigned from the Historic Preservation Commission. An appointment is needed to serve out the remainder of his term, which expires on June 30, 2024.

/beb



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: July 29, 2022
SUBJECT: Appointments to Dangerous Dog Board

Dr. Steve Stelma and Dr. Bobbi Kotrba's terms on the Dangerous Dog Board will expire on August 11, 2022. Dona Baker's term on the same Board will expire August 27, 2022. All three are willing to serve again. The Board is asked to consider reappointing these individuals or make new appointments to fill the seats.

Appointees to this Board must be a NC licensed veterinarian, professional dog obedience trainer, or registered veterinary technician.

/beb



NEW BERN

CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor Dana E. Outlaw

FROM: Brenda Blanco, City Clerk

DATE: July 29, 2022

SUBJECT: Appointment to Friends of Firemen's Museum

In 2021, you reappointed Bill Frederick to the Friends of the Firemen's Museum Board. Mr. Frederick was a longtime member of the Board and served it well. Unfortunately, he passed away in June. You are asked to make a new appointment to fill the remainder of his term, which will expire on April 22, 2024.

/beb