

**CITY OF NEW BERN  
BOARD OF ALDERMEN MEETING  
FEBRUARY 28, 2023 – 6:00 P.M.  
CITY HALL COURTROOM  
300 POLLOCK STREET**

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

Consent Agenda

4. Consider Adopting a Resolution to Close the 400 Block of Pollock Street for Arts in April.
5. Approve Minutes.

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6. Consider Adopting a Resolution Approving the Sale of Parcel ID 8-039-197 on College Street.
7. Consider Adopting a Resolution Approving the Sale of Parcel ID 8-039-203 on Saint John Street.
8. Consider Adopting a Resolution Approving Reimbursement to the NC Department of Transportation for Fabrication and Installation of New Bern High School 4A Championship Signage.
9. Consider Adopting a Resolution Authorizing the Execution of a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, and Firearms.
10. Consider Adopting a Resolution Authorizing the City Manager to Execute an Amended Grant Contract with NC Land and Water Fund.
11. Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with NC Emergency Management for the Duffyfield Stormwater Enhancement Grant.
12. Consider Adopting an Ordinance Amending the Drainage Improvements Project Fund.
13. Consider Adopting an Ordinance to Amend Chapter 70 "Traffic and Vehicles" Section 99 "Stop Intersections" of the Code of Ordinances.
14. Appointment(s).

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

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

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



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

**Memo to: Mayor and Board of Aldermen**  
**From: Foster Hughes, City Manager** *FH*  
**Date: February 22, 2023**  
**Re: February 28, 2023 Agenda Explanations**

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

**Consent Agenda**

4. Consider Adopting a Resolution to Close the 400 Block of Pollock Street for Arts in April.

(Ward 1) Swiss Bear has requested to close the 400 block of Pollock Street to vehicular traffic on four Saturdays in April to display community art. Art activity will occur in front of the New Bern Civic Theatre on April 1, 2023 from 8 am until 8 p.m., April 15, 2023 from 8 a.m. until 6 p.m., April 22, 2023 from 2 p.m. until 8 p.m., and April 29, 2023 from 8 a.m. until 6 p.m. A memo from Kari Warren, Director of Parks and Recreation, is attached.

5. Approve Minutes.

Minutes from the January 24, 2023 closed session and February 14, 2023 meeting are provided for review and approval.

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**6. Consider Adopting a Resolution Approving the Sale of Parcel ID 8-039-197 on College Street.**

(Ward 2) Jesse Adams submitted an offer of \$2,250 for the purchase of property on College Street identified as Tax Parcel 8-039-197. The bid was advertised, but no upset bids were received. The property is a vacant 0.11-acre resident lot acquired by the City in May of 2000. It has a tax value of \$4,500. A memo from Brenda Blanco, City Clerk, is attached.

**7. Consider Adopting a Resolution Approving the Sale of Parcel ID 8-039-203 on Saint John Street.**

(Ward 2) Jesse Adams submitted an offer of \$2,250 for the purchase of property on Saint John Street identified as Tax Parcel 8-039-203. The bid was advertised, but no upset bids were received. The property is a vacant 0.11-acre resident lot acquired by the City in May of 2000. It has a tax value of \$4,500. A memo from Ms. Blanco is attached.

**8. Consider Adopting a Resolution Approving Reimbursement to the NC Department of Transportation for Fabrication and Installation of New Bern High School 4A Championship Signage.**

To recognize the New Bern High School football team's state championship victory, this resolution approves a reimbursement of \$1,200 to the NC Department of Transportation for the fabrication and installation of signage along Highway 17 North, Highway 70 East, and Highway 70 West. Each sign has an estimated cost of \$400. A memo from George Chiles, Director of Public Works, is attached.

**9. Consider Adopting a Resolution Authorizing the Execution of a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, and Firearms.**

The Bureau of Alcohol, Tobacco, and Firearms ("ATF") has implemented the National Integrated Ballistic Information Network to reduce firearms violence, identify shooters, and sources of crimes. The New Bern Police Department ("NBPD") will have access to the network and data collected. The Memorandum of Understanding ("MOU") will establish an interagency agreement to govern the access and utilization of the program. The program and sensitive data can only be used by designated personnel within the law enforcement agency. NBPD will use the information for criminal investigations to address gun violence in New Bern. A memo from Chief of Police Patrick Gallagher is attached.

**10. Consider Adopting a Resolution Authorizing the City Manager to Execute an Amended Grant Contract with NC Land and Water Fund.**

This grant contract was initially approved by the Governing Board on March 22, 2022. At that time, the contract reflected a start date of September 15, 2022. On September 20, 2022, the NC Land and Water Fund's ("NCLWF") Board of Trustees approved an amendment of the start date to June 30, 2023. Since the contract has



been revised to reflect a new date, Board approval is again needed. No additional amendments to the contract were made. A memo from Chris Seaberg, Community and Economic Development Manager, is attached.

11. **Consider Adopting a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with NC Emergency Management for the Duffyfield Stormwater Enhancement Grant.**

The City was awarded a \$2,586,291 grant from the Emergency Management Disaster Relief and Mitigation Grant through the NC Department of Public Safety/NC Emergency Management. The grant will be used for the Duffyfield Stormwater Enhancement Project. It is requested the City Manager be authorized to execute a Memorandum of Agreement to accept the funding and terms of the grant. A memo from Kimberly Ostrom, Director of Finance, is attached.

12. **Consider Adopting an Ordinance Amending the Drainage Improvements Project Fund.**

This ordinance amends the Drainage Improvements Project Fund to recognize the funding from the NC Emergency Management Disaster Relief and Mitigation grant, as referenced in the previous item. A memo from Mrs. Ostrom is attached.

13. **Consider Adopting an Ordinance to Amend Chapter 70 "Traffic and Vehicles" Section 99 "Stop Intersections" of the Code of Ordinances.**

The NBPd has requested the intersection of George and Queen Streets be designated as a four-way stop and appropriate signage installed. This request is made following recent vehicular accidents and multiple near misses. A memo from Mr. Chiles is attached.

14. **Appointment(s).**
15. **Attorney's Report.**
16. **City Manager's Report.**
17. **New Business.**
18. **Closed Session.**
19. **Adjourn.**

## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to close a specific street to highlight Art in April.

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> Ward 1
<b>Department:</b> Parks & Recreation	<b>Person Submitting Item:</b> Kari Warren, Director of Parks & Recreation
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Swiss Bear has made a request to close the 400 block of Pollock Street to allow art to be displayed in the street highlighting the art community. Art activity will occur in front of New Bern Civic Theatre. The dates and times requested vary beginning on Saturday, April 1, 2023, through Saturday, April 29, 2023, 8:00 a.m. until 8:00p.m., unless otherwise specified.
<b>Actions Needed by Board:</b>	Adopt the Resolution
<b>Backup Attached:</b>	Resolution – Memo – Application - Map
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:** N/A

**Aldermen**

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



Kari Warren, CPRP  
Interim Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen  
  
From: Kari Warren, CPRP  
Director of Parks and Recreation  
  
Re: Downtown Street Closure Request

**Background Information:**

Swiss Bear has made a request to close the 400 block of Pollock Street to allow art to be displayed in the street highlighting the art community. Art activity will occur in front of New Bern Civic Theatre. The dates and times requested vary beginning on Saturday, April 1, 2023, through Saturday, April 29, 2023, 8:00 a.m. until 8:00 p.m., unless otherwise specified.

**Recommendation:**

The 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, Swiss Bear Downtown Development Corporation is planning a series of Arts in April and has requested the 400 block of Pollock Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m., unless otherwise specified below. The dates of the closures are as follows:

- Saturday, April 1, 2023, from 8:00 a.m. until 8:00 p.m.;
- Saturday, April 15, 2023;
- Saturday, April 22, 2023, from 2:00 p.m. until 8:00 p.m.; and
- Saturday, April 29, 2023.

WHEREAS, the Director of Parks and Recreation recommends the street be closed as requested.

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

That the 400 block of Pollock Street shall be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m., unless otherwise specified, on the following dates:

- Saturday, April 1, 2023, from 8:00 a.m. until 8:00 p.m.;
- Saturday, April 15, 2023;
- Saturday, April 22, 2023, from 2:00 p.m. until 8:00 p.m.; and
- Saturday, April 29, 2023.

ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK

**RECEIVED**

FEB 14 2023

BY: ND**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: Arts in April  
 Organization Name: Swiss Bear/ TDA/ NBCT/ Bank of Arts  
 Responsible Contact: Ann Marie Byrd & Melissa Riggle  
 Address: 316 S. Front St.  
 City: New Bern State: NC Zip code: 28560  
 Phone: 252-571-5460 Alternate Phone: 252-976-7134  
 Email: events@swissbear.org

*Street Closure*

Type of Event: ☐ Demonstration ☒ Festival ☐ Parade

Date of Event: April 1<sup>st</sup>, 15, 22, 29 Proposed Rain Date: —

Event Set up time: see attached Event Tear Down Completed Time: see attached

Event Start Time: see attached Event End Time: see attached

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

400 Pollock St only

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

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)

To highlight our arts community throughout New Bern.

Estimated attendance: 1500; Attendance not to exceed: \_\_\_\_\_

\*Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: [http://www.newbernnc.gov/departments/fire\\_department/crowd\\_manager\\_training.php](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 # 0 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 # 0 trash cans.

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

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



Are you requesting any City of New Bern Street Closures?

☒ Yes\*

☐ No

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

\*What Street(s) are you requesting to close? Be specific:

400 block Pollock St. Only

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.

Verbal permission

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

Date

2-13-23

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

Administrative Support Supervisor

Date

This application has been approved.

Director of Parks & Recreation

Date

#### Total Anticipated Charges

Barricades: # \_\_\_\_\_

\$ \_\_\_\_\_

Trash Collection:

\$ \_\_\_\_\_

City Staff: # \_\_\_\_\_

\$ \_\_\_\_\_

Vendor Fees # \_\_\_\_\_

\$ \_\_\_\_\_

Park/Facility Rental:

\$ \_\_\_\_\_

Total Due:

\$ \_\_\_\_\_

• ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: \_\_\_\_\_

• ☐ Approved by Department

Date: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

• ☐ Submitted for Board Approval

Date: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

• ☐ All Paperwork collected

Date: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

• ☐ All fees collected \$ \_\_\_\_\_

Date: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

#### City Sponsored Event

☐ Yes ☐ No

Updated 6-3-2019



## Arts in April 2023: Street Closures 400 Pollock St.

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- April 1<sup>st</sup>. Street closure 8am-8pm. Honk performance at the Civic Theatre and Chalk Art ✓
- April 15<sup>th</sup>. Street closure 8am-6pm. Easter, Plein Air at Tryon. ✓
- April 22<sup>nd</sup>. Street closure 2pm-8pm. Earth Day activities, Follies Vaudeville NBCT, Trashen show. ✓
- April 29<sup>th</sup>. Street closure 8am-6pm. Mural drawings for kids and adults hosted by Bank of the Arts. ✓

Google Maps

414 Pollock St, New Bern, NC 28560 to 422 Pollock St, New Bern, NC 28560

Drive 295 ft, 1 min

Requesting to close the 400 block of Pollock St.-The businesses affected are outlined here and will be communicated to prior to April's events.



Map data ©2023 Google 200 ft

414 Pollock St  
New Bern, NC 28560

↑ 1. Head west on Pollock St

154 ft

## AGENDA ITEM COVER SHEET

**Agenda Item Title:**

Consider Adopting a Resolution to Sell Tax Parcel ID 8-039-197 on College Street

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> 2
<b>Department:</b> City CLerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Jesse Adams tendered an offer of \$2,250 for the purchase of PID 8-039-197 on College Street. The Board adopted a resolution on January 24, 2023 to initiate the upset bid process. The bid was advertised, but no upset bids received. The property is a vacant residential lot owned by the City with a tax value of \$4,500.
<b>Actions Needed by Board:</b>	Consider adopting resolution
<b>Backup Attached:</b>	Memo, resolution, deed, offer to purchase, map and pictures of property
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



**Jeffrey T. Odham**

Mayor  
**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:** February 17, 2023

**SUBJECT:** Sale of Tax PID 8-039-197 on College Street

After receiving an offer of \$2,250 from Jesse Adams for the purchase Parcel ID 8-039-197 on College Street, the Board adopted a resolution on January 24, 2023 to initiate the upset bid process. The bid was subsequently advertised, but no upset bids received. The tax value of the vacant 0.11-acre residential lot is \$4,500, and the property was acquired by the City in May of 2000.

/beb

## **RESOLUTION**

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City located on College Street, being further identified as Craven County tax parcel identification number 8-039-197, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$2,250.00 by Jesse Adams; that no increased bids were received; and

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

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

Section 1. That the last and highest bid of Jesse Adams in the sum of \$2,250.00 for said parcel located on College Street and identified as Craven County tax parcel identification number 8-039-197, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the said property.

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

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



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

Being all of Lot No. Four Hundred Seventy-One (471) in the Pembroke Subdivision. For a full and complete description, see map recorded in Plat Cabinet 1 at Page 165 in the Office of the Register of Deeds of Craven County, North Carolina.

Lot No. 471 being that same property conveyed by Ivie Medler, Jr. to Patricia Loree Medler by deed dated February 10, 2000, appearing of record in Book 1754 at Page 408.

ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-039-197  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 28<sup>th</sup> day of February, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina ("Grantor"); to **JESSE ADAMS**, whose mailing address is 709 Burton Street, Rocky Mount, North Carolina 27803, ("Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heir and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and

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

discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantors.

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of February, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

Being all of Lot No. Four Hundred Seventy-One (471) in the Pembroke Subdivision. For a full and complete description, see map recorded in Plat Cabinet 1 at Page 165 in the Office of the Register of Deeds of Craven County, North Carolina.

Lot No. 471 being that same property conveyed by Ivie Medler, Jr. to Patricia Loree Medler by deed dated February 10, 2000, appearing of record in Book 1754 at Page 408.

**NORTH CAROLINA**

**CRAVEN COUNTY**

**OFFER TO PURCHASE AND CONTRACT**

Jesse Adams

, as Buyer, hereby offers to purchase and **CITY OF NEW BERN**, 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: College Street

Subdivision Name: Pembroke

Tax Parcel ID No.: 8-038-197

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 1755, Page 0994 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is \$ 2,250.00 and shall be paid as follows:

(a) \$ 200.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,050.00, BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

**7. EVIDENCE OF TITLE:** Not Applicable.

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

Jesse Adams

**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 JA

Seller Initials \_\_\_\_\_

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

BUYER:

(If an individual)

 (SEAL)

Name: Jesse Adams

Date: 12/28/2022

Address: 709 Burton Street

Rocky Mount, NC 27803

Phone: 252-315-2575

SELLER

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(If a business entity)

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



## Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 12/28/2022 9:52:39 AM

**Parcel ID :** 8-039 -197  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :** COLLEGE ST  
**Description :** 471 PEMBROKE



**Lot Description :** **Subdivision :** PEMBROKE

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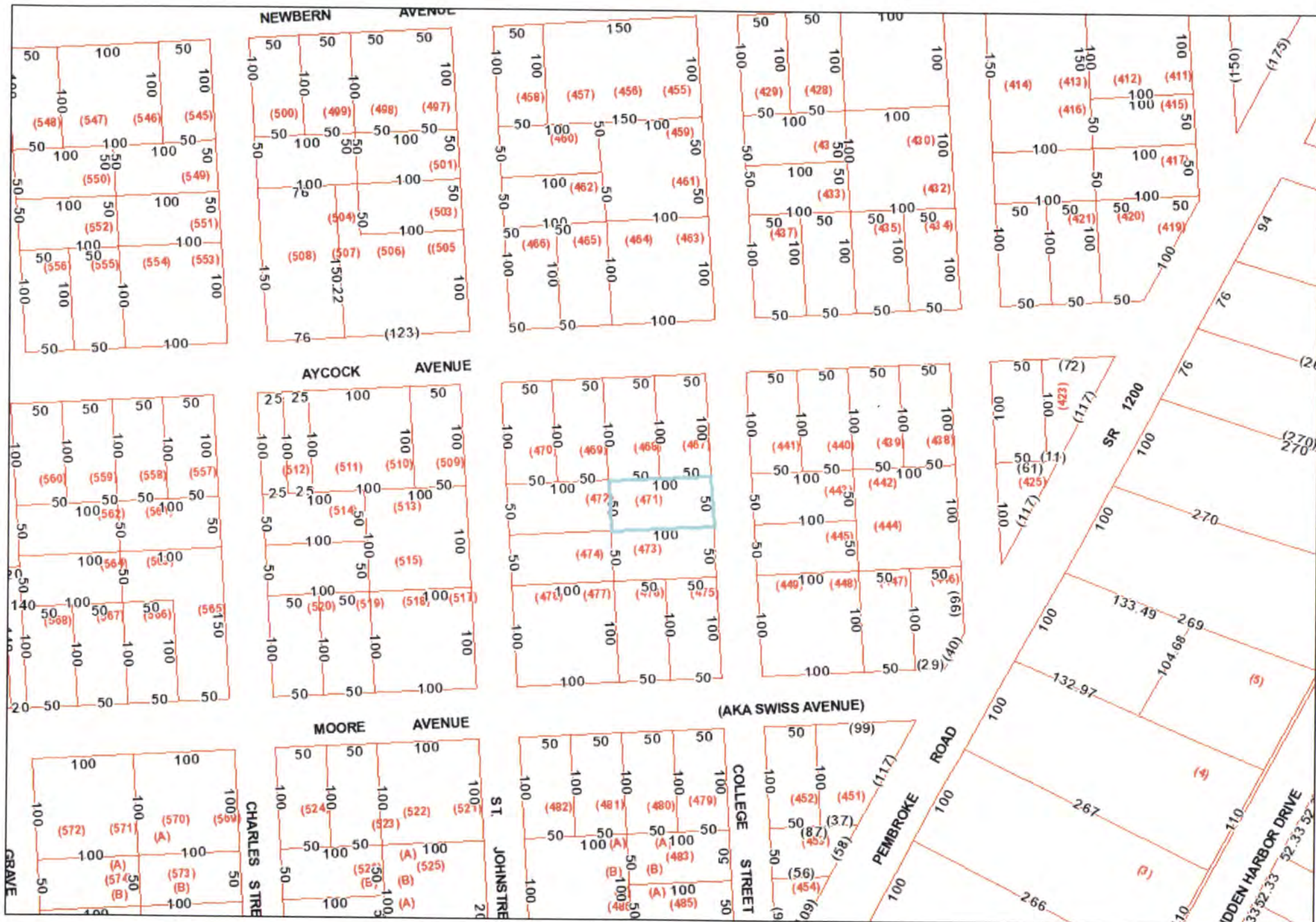
<b>Assessed Acreage :</b>	0.115	<b>Calculated Acreage :</b>	0.110
<b>Deed Reference :</b>	1755-0994	<b>Recorded Date :</b>	5 24 2000
<b>Recorded Survey :</b>			
<b>Estate Number :</b>			
<b>Land Value :</b>	\$4,500	<b>Tax Exempt :</b>	Yes
<b>Improvement Value :</b>	\$0	<b># of Improvements :</b>	0
<b>Total Value :</b>	\$4,500		
<b>City Name :</b>	NEW BERN	<b>Fire tax District :</b>	
<b>Drainage District :</b>		<b>Special District :</b>	
<b>Land use :</b>	VACANT-RESIDENTIAL TRACT		

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/24/2000	MEDLER, PATRICIA LOREE	NEW BERN-CITY OF	MULTI-PARCEL SALE-2 OR MORE PA	\$0
5/16/2000	MEDLER, PATRICIA LOREE & MEDLER,	MEDLER, PATRICIA LOREE	STRAIGHT TRANSFER	\$0
10/20/1998	CANTINE, MOLLIE ELIZABETH PERRY	MEDLER, PATRICIA LOREE & MEDLER,	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

No improvements listed for this parcel



# Craven County GIS PID 8-039-197

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 28, 2022 at 9:51:15 AM

1 inch = 122 feet





PID 8-039-197 (College Street)







## AGENDA ITEM COVER SHEET

**Agenda Item Title:**

Consider Adopting a Resolution to Sell Tax Parcel ID 8-039-203 on Saint John Street

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> 2
<b>Department:</b> City CLerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Jesse Adams tendered an offer of \$2,250 for the purchase of PID 8-039-203 on St. John Street. The Board adopted a resolution on January 24, 2023 to initiate the upset bid process. The bid was advertised, but no upset bids received. The property is a vacant residential lot owned by the City with a tax value of \$4,500.
<b>Actions Needed by Board:</b>	Consider adopting resolution
<b>Backup Attached:</b>	Memo, resolution, deed, offer to purchase, map and pictures of property
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

**Jeffrey T. Odham**  
Mayor

**Foster Hughes**  
City Manager  
**Brenda E. Blanco**  
City Clerk

**Kimberly A. Ostrom**  
Director of Finance

**MEMO TO:** Mayor and Board of Aldermen

**FROM:** Brenda Blanco, City Clerk

**DATE:** February 17, 2023

**SUBJECT:** Sale of Tax PID 8-039-203 on Saint John Street

After receiving an offer of \$2,250 from Jesse Adams for the purchase Parcel ID 8-039-203 on Saint John Street, the Board adopted a resolution on January 24, 2023 to initiate the upset bid process. The bid was subsequently advertised, but no upset bids received. The tax value of the vacant 0.11-acre residential lot is \$4,500, and the property was acquired by the City in May of 2000.

/beb



## **RESOLUTION**

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City located on Saint John Street, being further identified as Craven County tax parcel identification number 8-039-203, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$2,250.00 by Jesse Adams; that no increased bids were received; and

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

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

Section 1. That the last and highest bid of Jesse Adams in the sum of \$2,250.00 for said parcel located on Saint John Street and identified as Craven County tax parcel identification number 8-039-203, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the said property.

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

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

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

Being all of Lot No. Four Hundred Seventy-Two (472) in the Pembroke Subdivision. For a full and complete description, see map recorded in Plat Cabinet 1 at Page 165 in the Office of the Register of Deeds of Craven County, North Carolina.

Lot No. 472 being that same property conveyed by J. Allen Murphy, Court Appointed Guardian Ad Litem for Destiny Ivanna Medler, minor child, to Patricia Loree Medler by deed dated February 10, 2000, appearing of record in Book 1754 at Page 405, in the office of the Register of Deeds of Craven County.

ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2023.

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JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-039-203  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 28<sup>th</sup> day of February, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina ("Grantor"); to **JESSE ADAMS**, whose mailing address is 709 Burton Street, Rocky Mount, North Carolina 27803, ("Grantee");

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heir and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and

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

discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantors.

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of February, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

Being all of Lot No. Four Hundred Seventy-Two (472) in the Pembroke Subdivision. For a full and complete description, see map recorded in Plat Cabinet 1 at Page 165 in the Office of the Register of Deeds of Craven County, North Carolina.

Lot No. 472 being that same property conveyed by J. Allen Murphy, Court Appointed Guardian Ad Litem for Destiny Ivanna Medler, minor child, to Patricia Loree Medler by deed dated February 10, 2000, appearing of record in Book 1754 at Page 405, in the office of the Register of Deeds of Craven County.



**NORTH CAROLINA**

**CRAVEN COUNTY**

**OFFER TO PURCHASE AND CONTRACT**

Jesse Adams, as Buyer, hereby offers to purchase and **CITY OF NEW BERN**, 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: Saint John Street

Subdivision Name: Pembroke

Tax Parcel ID No.: 8-039-203

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 1755, Page 0994 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is \$ 2,250.00 and shall be paid as follows:

(a) \$ 250.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,000.00, BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

**7. EVIDENCE OF TITLE:** Not Applicable.

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

Jesse Adams

**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

JA

Seller Initials

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

BUYER:

(If an individual)

 (SEAL)

Name: Jesse Adams

Date: 12/28/2022

Address: 709 Burton Street

Rocky Mount, NC 27803

Phone: 252-315-2575

SELLER

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(If a business entity)

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

## Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 12/28/2022 9:49:12 AM

**Parcel ID :** 8-039 -203  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :** SAINT JOHN ST  
**Description :** 472 PEMBROKE  
**Lot Description :**



**Subdivision :** PEMBROKE

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**Assessed Acreage :** 0.115      **Calculated Acreage :** 0.110  
**Deed Reference :** 1755-0994      **Recorded Date :** 5 24 2000  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$4,500      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$4,500  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** VACANT-RESIDENTIAL TRACT

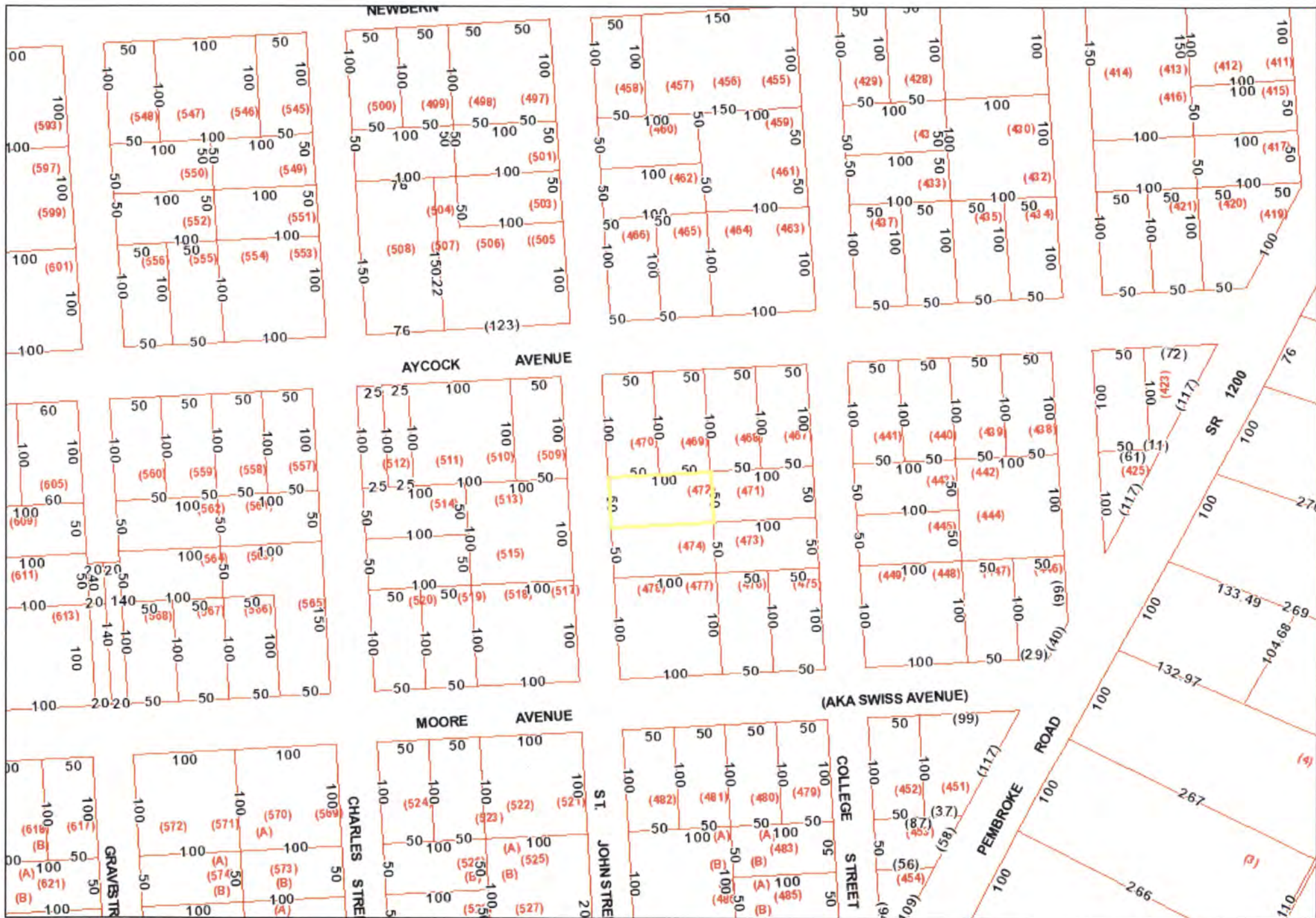
### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/24/2000	MEDLER, PATRICIA LOREE	NEW BERN-CITY OF	MULTI-PARCEL SALE-2 OR MORE PA	\$0
5/16/2000	MEDLER, PATRICIA LOREE & MEDLER,	MEDLER, PATRICIA LOREE	STRAIGHT TRANSFER	\$0
10/20/1998	CANTINE, MOLLIE ELIZABETH PERRY	MEDLER, PATRICIA LOREE & MEDLER,	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

No improvements listed for this parcel





# Craven County GIS PID 8-039-203

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 28, 2022 at 9:49:56 AM

1 inch = 122 feet





PID 8-039-197 (College Street)









## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to reimburse the North Carolina Department of Transportation for the fabrication and installation of three signs in recognition of New Bern High School Bear's State Football Championships.

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> N/A
<b>Department:</b> Public Works	<b>Person Submitting Item:</b> George Chiles, Public Works Director
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Consider adopting a resolution authorizing the City Manager to reimburse NCDOT for fabrication and installation of three signs in recognition of New Bern High School Bear's State Football Championships. Attached are vicinity maps that show the three designated locations and an example of similar signage.
<b>Actions Needed by Board:</b>	Adopt a Resolution authorizing the City Manager to reimburse the NCDOT for the fabrication and installation of three signs not to exceed a total cost of \$1,200.00.
<b>Backup Attached:</b>	Vicinity Maps and Sign Sample.

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

<b>Cost of Agenda Item:</b> \$1,200.00
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:**



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

February 17, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Consider adopting a resolution authorizing the City Manager to reimburse the North Carolina Department of Transportation for fabrication and installation of three signs in recognition of New Bern High School Bears' State Football Championships.

**Background Information:**

At the request of the Mayor and Board of Aldermen, the City of New Bern would like to recognize the New Bern High School Bears' Football Team for their most recent State Championship with the installation of roadway signage leading into the City of New Bern. These signs would be fabricated and installed by NCDOT. Three locations have been designated for the installation: Hwy. 17 North, Hwy. 70 East, and Hwy. 70 West. The estimated cost for the fabrication and installation of each sign would be approximately \$400.00 each, with a total reimbursable amount of \$1,200.00.

**Recommendation:**

Adopt a resolution authorizing the City Manager to reimburse the North Carolina Department of Transportation for fabrication and installation of three signs in recognition of New Bern High School Bears' State Football Championships.

## **RESOLUTION**

WHEREAS, the City of New Bern Mayor and Board of Aldermen wishes to recognize the New Bern High School Bears' Football State Championship with the installation of roadway signage; and

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

That the City Manager is authorized to approve funding on behalf of the City of New Bern to the North Carolina Department of Transportation for the fabrication and installation of signage recognizing the New Bern High School Bears' Football State Championships, in an amount not to exceed \$1,200.00.

ADOPTED THIS 28<sup>TH</sup> DAY OF FEBRUARY 2023.

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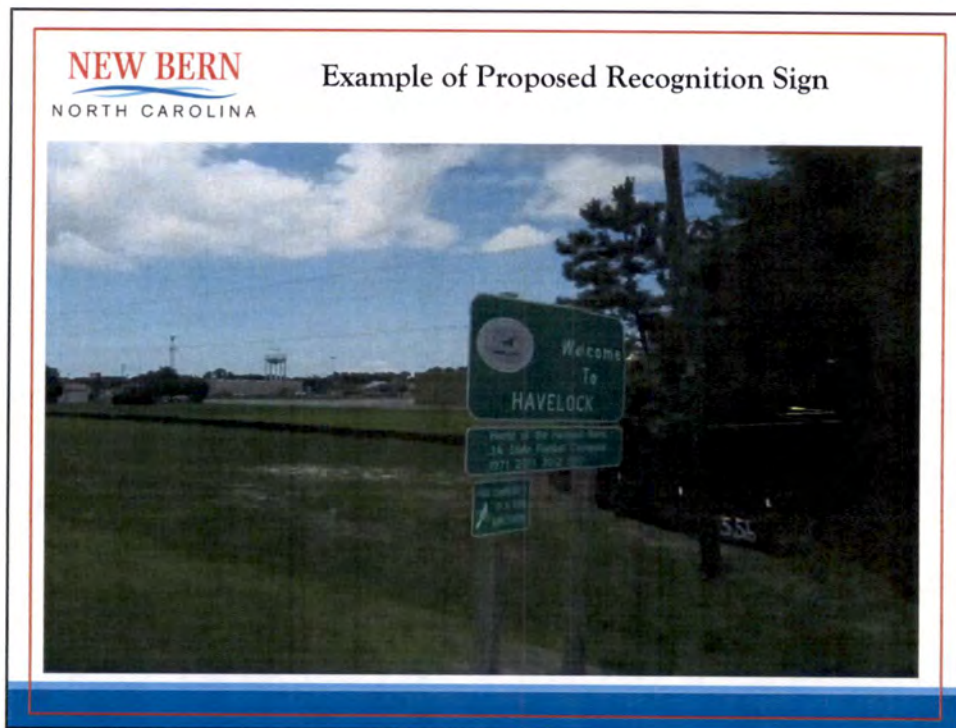
JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



1



2



3



4



**NEW BERN**  
NORTH CAROLINA

Proposed Location  
Hwy 17 N at Greenleaf Cemetery/Academic Dr.





## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Authorizing the Execution of a MOU with the Bureau of ATF

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> N/A
<b>Department:</b> Police	<b>Person Submitting Item:</b> Chief Patrick Gallagher
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	To reduce firearms violence, identify shooters, and their sources of crime crimes, the ATF has implemented the National integrated Ballistic Information Network (NESS) program. The NBPD will have access to the program.
<b>Actions Needed by Board:</b>	Consider approving the resolution
<b>Backup Attached:</b>	Memo
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>Cost of Agenda Item:</b> \$0
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:**



Founded 1797

# NEW BERN

## NEW BERN POLICE DEPARTMENT

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

*Police and Community Come Together Here*



Patrick L. Gallagher  
Chief of Police

**To:** Mayor Jeffrey T. Odham and the Board of Alderman  
**From:** Chief Patrick Gallagher  
**Date:** February 28, 2023  
**Subject:** New Bern Police Department MOU with ATF. NIBIN Enforcement Support System (NESS)

To reduce firearms violence, identify shooters, and their sources of crimes, the ATF has implemented the National Integrated Ballistic Information Network (NESS) program. The NBPD will have access to the program and data collected to help further our investigative efforts in addressing gun violence within the City of New Bern.

The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Participating agencies, such as the NBPD, will be granted access to the data stored in NESS and to permit our agency to enter our own ballistic evidence into the system. This real-time intelligence to participating agencies will help in linking crimes across jurisdictions.

The purpose of the MOU is to establish an interagency agreement governing the access and utilization of NESS. Points of Contact within the law enforcement agencies will aid in ensuring adherence to the MOU and who within each agency will have access to the data. The program and the data stored within it is law enforcement sensitive and can only be used by designated personnel for official law enforcement use only. The data will only be used by the designated NBPD personnel for criminal investigative purposes only.

There is no cost to NBPD or the City of New Bern to participate in this program.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

## **RESOLUTION**

WHEREAS, the Chief of Police and the City Manager have recommended the adoption of a Memorandum of Understanding ("MOU") with the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") to participate in the NESS program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of New Bern that the MOU with ATF, a copy of which is attached hereto and incorporated herein by reference, is hereby approved, and the Chief of Police and Mayor are authorized to execute said agreement in duplicate originals.

ADOPTED THIS 14th DAY OF FEBRUARY 2023

\_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

**MEMORANDUM OF UNDERSTANDING REGARDING THE  
NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)**

**Memorandum of Understanding  
between  
New Bern Police Department  
and the  
Bureau of Alcohol, Tobacco, Firearms and Explosives**

**Article I. Purpose and Authority**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and  
\_\_\_\_\_  
New Bern Police Department, hereinafter collectively referred to as "the Parties," and with  
\_\_\_\_\_  
New Bern Police Department referred to as the "NESS Partner Agency." This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as "Users".

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.

## **Article II. Background**

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

## **Article III. Scope**

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency. The agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

## **Article IV. Interagency Communications**

The Parties agree that a principal POC within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

ATF Field Division		
Name	Charlotte Field Division	
Address	3600 Arco Corporate Drive Charlotte, NC	
	<b>Designated ATF Primary POC</b>	<b>Designated ATF Alternate POC</b>
Name:	Matthew Harris	James West
Title:	Special Agent	CGIC Supervisor
Email Address:	matthew.l.harris@atf.gov	James.west@atf.gov
Phone #:	(910) 512-6710	(210) 478-8413



NESS Partner Agency		
Name	New Bern Police Department	
Address	601 George St, New Bern, NC 28560	
	<b>Designated NESS Partner Agency Primary POC</b>	<b>Designated NESS Partner Agency Alternate POC</b>
Name:	Marquie Morrison-Brown	Jason D Williams
Title:	Captain	Lieutenant
Phone #:	(252) 229-4985	(252) 672-4323
Email Address:	Morrison-brownm@newbernnc.gov	williamsj@newbernnc.gov
Date of Birth:	12/12/1980	4/6/1975
Signature:	<i>Marquie Morrison-Brown</i>	<i>Jason D Williams</i>
Date:	2-8-2023	2/8/2023
NESS Partner Agency ORIs		

#### **Article V. Responsibilities and Procedures**

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
  - a. Appoint primary and alternate POCs within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
  - b. The designated POC(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
  - c. Complete a Request for Change of Agency Point of Contact Form if the POC changes.
  - d. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates,

locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

- e. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.
- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form.
- g. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

## **2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:**

### **a. The ATF Field Division shall:**

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency POC and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

### **b. FOD shall:**

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the field division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.

## **Article VI. Conditions**

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is "LAW ENFORCEMENT SENSITIVE" and intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a "crime gun" as "any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime."

## **Article VII. Applicable Laws**

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

## **Article VIII. Modifications and Terminations**

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.

## **Article IX. Liability**

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

## **Article X. User Access**

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

## **Article XI. Costs**

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not

fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

## **Article XII. Limitations of the Agreement**

1. **Relationship between the Parties:** The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.

2. **Resources:** This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.

3. **Letters of Understanding:** The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.

4. **No Guarantee:** The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.

5. **Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

6. **Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

7. **Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

8. **Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.

9. **Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.

10. **Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.



### **Article XIII. Conclusion**

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

\_\_\_\_\_  
Signature Date  
(Chief Law Enforcement or Public Safety Official)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
New Bern Police Department

\_\_\_\_\_  
NESS Partner Agency

\_\_\_\_\_  
Signature Date  
(ATF - Special Agent in Charge)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Special Agent in Charge  
Title

\_\_\_\_\_  
Charlotte Field Division

\_\_\_\_\_  
ATF Field Division

\_\_\_\_\_  
Signature Date  
(Mayor/City Leader)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
City Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chief, Firearms Operations Division  
Title

# **AGENDA ITEM COVER SHEET**

## **Agenda Item Title:**

Consider Adopting a Resolution Authorizing the City Manager to Execute an Amended Grant Contract with NC Land and Water Fund (NCLWF).

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> NA
<b>Department:</b> Development Services	<b>Person Submitting Item:</b> Chris Seaberg, Community and Economic Development Manager
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The grant contract was initially approved during the March 22, 2022, Board of Alderman meeting. On September 20, 2022, the NCLWF's Board of Trustees approved an amended start date from the previous September 15, 2022, to June 30, 2023. No other amendments were made to the contract.
<b>Actions Needed by Board:</b>	Adopt Resolution
<b>Backup Attached:</b>	Memo, Resolution, Amended Contract
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**



## MEMORANDUM

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

**FROM:** Chris Seaberg, Community and Economic Development Manager

**DATE:** February 15, 2023

**SUBJECT:** Resolution Authorizing the City Manager to sign the North Carolina Land and Water Fund (NCLWF) Amended Grant Contract.

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The City of New Bern was awarded a Restoration of Degraded Streams Grant in the amount of \$150,000 by the Board of Trustees for the North Carolina Clean Water Management Trust Fund, now known as the North Carolina Land and Water Fund (NCLWF), a Division of the Department of Natural and Cultural Resources.

This project will finish the development of draft construction plans and secure permits for a potential wetland and floodplain restoration project on Jack Smith Creek in the City of New Bern, NC. The project will also gather baseline data to plan for the City's restoration and community resilience goals.

The grant contract was initially approved during the March 22, 2022, meeting of the Board of Alderman. On September 20, 2022, the NCLWF's Board of Trustees approved an amended start date from the previous September 15, 2022, to June 30, 2023. No other amendments were made to the contract. Authorization must now be given to the City Manager to sign this amended contract on behalf of the City.

Please contact Chris Seaberg at 252-639-7580 should you have questions or need additional information.

## **RESOLUTION**

WHEREAS, The City has been awarded an Innovative Stormwater Grant in the amount of \$150,000 by the Board of Trustees for the North Carolina Clean Water Management Trust Fund, now known as the North Carolina Land and Water Fund ("NCLWF"), a Division of the Department of Natural and Cultural Resources. The funds will be used for the Jack Smith Creek Project; and

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

THAT the City Manager is authorized to execute an electronic version of the amended grant agreement with the North Carolina Land and Water Fund ("NCLWF") in the amount of \$150,000 for the Jack Smith Creek Project, a copy of which is attached hereto and incorporated herein by reference.

ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY 2023.

\_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

**STATE OF NORTH CAROLINA  
NORTH CAROLINA LAND AND WATER FUND  
GRANT CONTRACT  
(RESTORATION OF DEGRADED STREAMS OR OTHER WATERS)**

**NCLWF PROJECT NUMBER:** 2021-416

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

**CONTRACT ADMINISTRATOR:** Stephen Bevington  
North Carolina Land and Water Fund  
1651 Mail Service Center  
Raleigh, NC 27699-1651  
Phone: 919.707.9128  
Email: [steve.bevington@ncdcr.gov](mailto:steve.bevington@ncdcr.gov)

**GRANT RECIPIENT:** City of New Bern, a North Carolina Municipal Corporation ("Grant Recipient")

**CONTRACT ADMINISTRATOR:** Kim Rose, Senior Accountant  
City of New Bern  
300 Pollock Street  
New Bern, NC 28560  
Phone: (252) 639-2715  
Email: [rosek@newbernnc.gov](mailto:rosek@newbernnc.gov)

**GRANT AWARD DATE:** September 15, 2021 (the "Award Date")

**CONTRACT EFFECTIVE DATE:** \_\_\_\_\_ (the "Effective Date")

**CONSTRUCTION CONTRACT DATE:** June 30, 2023 (As extended by the NCLWF's Board of Trustees on September 20, 2022)

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

**REIMBURSEMENT DATE:** December 14, 2023

**GRANT AMOUNT:** up to \$150,000 (the "Grant")



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

**WITNESSETH:**

**WHEREAS**, the Grant Recipient has submitted to the NCLWF an application requesting a grant of funds (hereinafter the “Grant Application”) to engage in a project for restoring degraded lands in order to protect the quality of surface waters.

**WHEREAS**, the NCLWF is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41, to, among other actions and activities, restore previously degraded lands to reestablish their ability to protect water quality, and acquire conservation easements or other interests in real property for protecting and conserving surface waters and drinking water supplies.

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

**WHEREAS**, the NCLWF approved the Grant Recipient’s application at its meeting on the Award Date and is willing to make the Grant to the Grant Recipient pursuant to the terms and conditions set forth in this Grant Contract.

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

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

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

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

The Grant Contract Documents consist of:

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

2. **Purpose.** The purpose of the Grant is for restoring degraded streams in order to protect the quality of surface

waters, more particularly described in **Exhibit A**. Grant funds may not be used for the purchase of improvements or for the removal of debris on any property, or for any other purpose not set forth herein. Further, Grant funds may not be used for any eminent domain litigation or any action or expenditure related to eminent domain, unless approved by the NCLWF's Board of Trustees in writing prior to the action. The Board of Trustees shall review requests to use Grant funds for eminent domain on a case-by-case basis. The Grant Recipient shall provide such requests in writing.

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

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

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

6. **Permanent Protections on Properties of the Project Site.**

- (a) **Projects for Which Property Protections are Required.** Real property on which the NCLWF funds are to be used for construction must be protected permanently by legal instruments conforming to N.C.G.S. Chapter 121, Article 4, and N.C.G.S. Chapter 143B, Article 2, Part 41. The Grant Recipient shall so restrict, or cause to be restricted, uses of and activities on such real property by way of one or more permanent conservation agreements or by other instruments of property interest approved in writing by the NCLWF. Such instruments of property interest must encumber real property essential to the Project, including necessary easements and rights of way. Real property essential to the Project, including necessary easements and rights of way, hereinafter is collectively referred to as the "Project Site" and is the properties listed in the Schedule of Properties for Legal Protection of Riparian Buffers in **Exhibit A**.
- (b) **Requirements for Instruments of Property Interest.** Property interests acquired for the Project shall provide or conform to the following:
  - i. Property interests shall ensure undisturbed use and possession of the properties of the Project Site for the purpose of construction and operation of the Project and include other such restrictions as the NCLWF deems necessary and satisfactory, in its sole discretion;

- ii. property interests shall be permanent; and
  - iii. instruments of property interests shall be approved as to form and content by the NCLWF in writing.
- (c) Requirements for Holding of Property Interest. Property interests acquired for the Project shall be held by a party satisfactory to the NCLWF, such party being identified as holder (as defined in N.C.G.S. Chapter 121, Article 4) in **Exhibit A**. If a holder of property interests acquired for this Project is not named in **Exhibit A**, or if the Party named as holder in **Exhibit A** does not accept the role and responsibility of holder, the Grant Recipient shall name a party to serve as holder, subject to approval in writing by the NCLWF.
- (d) Recordation of Instruments of Property Interest. The Grant Recipient shall provide to the NCLWF a copy of instruments creating property interest obtained and recorded in connection with the Project Site. (The NCLWF will disburse construction funds only after having received from the Grant Recipient a copy of each recorded instrument and associated documents set forth in **Exhibit F**.)

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

8. **Disbursement of Grant Funds.**

- (a) Proportionate Spending of Matching Funds. Grant monies are awarded based on a commitment of matching funds to the Project. The NCLWF's final, cumulative portion of the total Project cost will be no more than the percentage of funds originally committed to in the Grant Contract as given in **Exhibit B**. The Grant Recipient must demonstrate expenditure of matching funds as payments by the NCLWF are requested.
- (b) Requests for Payment. The NCLWF will not disburse Grant funds until receipt by the NCLWF's Contract Administrator of the Grant Recipient's requests for payment. Payment requests shall conform to the following.
- i. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
  - ii. Payment requests shall identify all amounts of sales tax for which the Grant Recipient and/or its vendors have or will obtain payment from the North Carolina Department of Revenue. The NCLWF will not reimburse the Grant Recipient for such amounts.
  - iii. Each payment request shall include a completed claim form and progress report submitted using the online grants management software (GMS). The progress report shall describe work accomplished on the Project and progress toward completing the Project Scope of Work.
- (c) Alternate Disbursement of Grant Funds. The NCLWF may, upon request by the Grant Recipient, disburse Grant funds prior to the Grant Recipient's actual payment to its vendors if such expenditures are documented by vendors' third-party invoices. In order for the NCLWF to disburse Grant funds to the Grant Recipient based on unpaid third-party invoices, the Grant Recipient must submit the



following documentation.

- i. The Grant Recipient shall acknowledge on the claim form that the claim contains unpaid expenses to third-party vendors. The Grant Recipient shall also acknowledge that it shall comply with all terms of this Grant Contract in incurring the expense, has reviewed and approved the unpaid third-party invoice, and shall certify to the NCLWF that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed Grant funds.
- ii. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
- iii. Payment requests shall identify all amounts of sales tax for which the Grant Recipient and/or its vendors have or will obtain payment from the North Carolina Department of Revenue. The NCLWF will not reimburse the Grant Recipient for such amounts.
- iv. Each payment request shall include a completed claim form and progress report submitted using the online grants management software (GMS). The progress report shall describe work accomplished as well as progress toward completing the Project Scope of Work.

The Grant Recipient will confirm in writing to the NCLWF that the required payment has been made within thirty (30) days of payment.

- (d) Limited Grant Funds Disbursement in January, June, July, and December. Funds will not be disbursed during the first week of January, the last three weeks of June, the first week of July, and the last two weeks of December.
- (e) Certification by Licensed Professional. At the option of the NCLWF, payments may be made only on the certificate and seal of an appropriately qualified licensed professional (e.g., licensed Professional Engineer) that the work for which the payment is requested has been completed in accordance with approved plans and specifications, to which certificate shall be attached an estimate by the construction contractor setting forth items to be paid out of the proceeds of each such payment. The NCLWF, at its option, may further require a certificate from such appropriately qualified licensed professional that the portion of the Project completed as of the date of the request for payment has been completed according to schedule and otherwise as approved by the NCLWF and according to applicable standards and requirements. However, the NCLWF may, at its discretion, make payments without requiring such certificates or construction contractor's estimate, in which event the Grant Recipient shall furnish the NCLWF a list of and the amounts of items to be paid out of the payment, or such other evidence as the NCLWF may require.
- (f) Payment Based on Progress. The Grant Recipient agrees to proceed with diligence to complete the Project according to the schedule set out in **Exhibit A** and shall show appropriate progress prior to each payment. Payment may be withheld or delayed if the Grant Recipient fails to make progress on the Project satisfactory to the NCLWF. Amounts withheld shall be reimbursed with subsequent payments in the event that the Grant Recipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.



- (g) Proof of Payment. The Grant Recipient agrees to pay, as the work progresses, all bills for expenses incurred on the Project and agrees to submit to the NCLWF all such receipts, affidavits, canceled checks, or other evidence of payment as may be requested from time to time and, when and if requested by the NCLWF, to furnish adequate proof of payment of all indebtedness incurred on the Project.
- (h) The NCLWF Retaining Portion of Funds until Project Completion. The NCLWF will withhold payment from the Grant Recipient in the amount of **\$15,000** of the Grant until the Grant Recipient has satisfactorily submitted its grant contract final report.
- (i) No Excess Costs. The NCLWF agrees to pay or reimburse the Grant Recipient only for reasonable costs actually incurred by the Grant Recipient that do not exceed the funds budgeted for the Project in **Exhibit B**.
- (j) Period for Incurring Expenditures. The NCLWF will reimburse the Grant Recipient for allowable Project expenditures that are incurred by the Grant Recipient or its vendors only during the period between the Award Date and the Expiration Date of the Grant Contract. The NCLWF will not reimburse the Grant Recipient for Project expenditures that are not incurred during this period.
- (k) Costs of Project Administration. The NCLWF agrees to reimburse the Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such payment shall be made under the Project Administration line item of **Exhibit B** and shall conform to the following.
  - i. Costs allowable under the Project Administration line item shall be only reasonable costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the grant contract final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following:
    - (a) compensation to the Grant Recipient's employees, plus the Grant Recipient's cost of paying benefits on such compensation (i.e., employees' pay times an audited or auditable benefits multiplier);
    - (b) compensation to the Grant Recipient's independent contractors (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or
    - (c) cost of professional services contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost.
  - ii. Costs of any other work described in the Project Scope of Work in **Exhibit A** are not allowable under the Project Administration line item.

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

#### 10. **Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Construction Cost**

**less than Budgeted Construction Cost.**

- (a) **Refunds.** The Grant Recipient shall repay to the NCLWF any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Grant Contract.
- (b) **Reversion of Unexpended Funds.** Any unexpended Grant monies shall revert to the NCLWF upon termination of the Grant Contract.
- (c) **Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost.** The NCLWF may reduce the Grant amount if the Grant Recipient expects actual construction costs to be less than budgeted construction costs, as follows:
  - i. the Grant Recipient shall provide to the NCLWF construction contract pricing information consisting of at least a statement of the scope of the construction work, agreed-upon constructor or vendor pricing for the construction work, and a total anticipated construction cost based on the pricing;
  - ii. the Grant Recipient shall deliver the construction contract pricing information to the NCLWF's Contract Administrator within thirty (30) days of executing a construction contract for the Project; and
  - iii. the NCLWF may, at its discretion after comparing the total anticipated construction cost with the Grant Contract Project budget, choose to reduce the Grant. If the NCLWF chooses to reduce the Grant, the NCLWF's Contract Administrator will prepare an amendment to the Grant Contract for this purpose, and the NCLWF will approve requests for reimbursement of the Grant Recipient's construction costs only after the amendment has been signed by both the Grant Recipient and the NCLWF.

11. **Reporting Requirements.** Beginning three (3) months after the Effective Date, the Grant Recipient must submit to the NCLWF a quarterly report on the status of the Project, via the appropriate form provided on the NCLWF's online grant management system. In addition, N.C.G.S. Chapter §143C, Article 6, Part 3 and Title 09, Subchapter 3M of the North Carolina Administrative Code (N.C.A.C.) require each Grant Recipient of State funds to comply with certain reporting requirements, as applicable. The Grant Recipient must also provide the required documentation as set forth in **Exhibit C**. The Grant Recipient shall submit to the NCLWF's Contract Administrator a grant contract final report via the appropriate form available on the NCLWF's website and on the NCLWF grant management system (GMS). If the grant contract final report is not acceptable to the NCLWF, the NCLWF shall return it to the Grant Recipient for revision. Final payment will not be made until the grant contract final report is acceptable to the NCLWF.

12. **Notice: Contract Administrators.** All notices, requests, or other communications permitted or required to be made under this Grant Contract shall be given to the respective Contract Administrator. Notice shall be in writing, signed by the Party giving such notice. Notice shall be deemed given three (3) business days next following the date when deposited in the mail, postage prepaid, registered, or certified mail, return receipt requested, unless another form is otherwise noted herein.

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

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

**GRANT RECIPIENT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NCLWF:**

**NORTH CAROLINA LAND AND WATER FUND**

By: \_\_\_\_\_

Name: John B. Wilson, Jr.

Title: Chairman, Board of Trustees

By: \_\_\_\_\_

Name: William B. Summer

Title: Executive Director

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**EXHIBIT A**  
**NCLWF PROJECT NO. 2021-416**

**Stream of the Project Site:** Jacks Creek

**Water bodies downstream:** Neuse River, Trent River, Pamlico Sound

**River basin:** Neuse

**County:** Craven

**Amount requested from the NCLWF:** \$150,000

**NCLWF approved grant amount up to:** \$150,000

**Total matching contributions:** \$150,000

**Total Project budget:** \$300,000

**Percent match:** 50%

**Grant award date:** September 15, 2021

**Related NCLWF-funded projects:** New Bern was awarded a stormwater grant in the watershed; 2007-711.

**Site Conditions and Water Quality Objectives:** The Project area experienced severe flooding in 2018 during Hurricane Florence. The City has since been working to develop a flood mitigation plan that would also address water quality concerns associated with flooding. Nature based stormwater treatment and wetland enhancement have been identified as promising solutions.

**Project Summary:** The proposed Project would develop draft construction plans (50% complete) and secure permits for a potential wetland and floodplain restoration Project on Jacks Creek in the City of New Bern, NC. The Project would also gather baseline data to plan for the City's restoration and community resilience goals.

**Scope of Work:**

Using NCLWF funds and matching funds, the Grant Recipient shall conduct and complete the activities listed below:

1. Consult with relevant permitting and regulatory agencies
2. Draft engineering designs and plans (50%)
3. Secure all required local, State, and Federal permits
4. Collect baseline environmental data for the Project area to support the City's restoration and community resilience goals
5. Manage the Project in total and report to the NCLWF

**Special Grant Contract Conditions:**

1. The Grant Recipient shall provide or otherwise ensure that the matching funds identified in **Exhibit B** are provided to the Project.
2. The Grant Recipient shall secure applicable Federal and State permits before the start of construction and submit copies of the permits to the NCLWF. The NCLWF shall approve requests for payment of the Grant Recipient's construction costs only after receiving copies of applicable Federal and State permits.
3. In accordance with Water Quality Certification No. 3885, before construction begins the Grant Recipient shall submit a Pre-Construction Notification (PCN) form and three (3) copies of the Project plans and specifications to the North Carolina Division of Water Resources (DWR) 401 Certification Program for review. The Grant Recipient shall follow the latest guidelines on DWR's website (<http://portal.ncdenr.org/web/wq/swp/ws/401>) for



the types of information to submit to DWR for review. The Grant Recipient shall name the NCLWF as the “agent” on the PCN form and shall send a copy of the PCN form to the NCLWF at the same time the form is sent to DWR.

4. In conducting this Project, the Grant Recipient shall employ principles for restoring streams that have been established by the DWR 401 Certification Program. The Grant Recipient shall work with staff of the DWR 401 Certification Program to provide a Project design that, to the extent practicable, re-establishes the structure, function, and self-sustaining behavior of the Project reach of stream to those that existed before the stream reach was disturbed. The NCLWF will release funds for reimbursing the Grant Recipient for construction only after receiving a letter from the DWR 401 Certification Program stating that either: (a) the Project design is capable of restoring the stream reach, or (b) if, in the opinion of the DWR 401 Certification Program, restoration of the full stream reach is not practicable but the Project design is capable of enhancing portions of the reach that cannot be restored. If DWR does not provide such a letter within 30 days from receiving the PCN and Project design (plans and specifications) from the Grant Recipient, then the NCLWF will deem the design meets the requirements of the DWR 401 Water Quality Certification Program. Definitions used by the DWR 401 Certification Program are given in **Exhibit D**.
5. The following General Terms and Conditions in **Exhibit E** do not apply to this Grant Contract:
  - (a) paragraph A.4, Retention, Operation, Maintenance and Use
  - (b) paragraph A.17, Conservation Easement or Other Land Use Restriction
6. Other conditions special to this grant: none.

#### **Project Schedule:**

1. **Construction Contract Date: June 30, 2023.** (As extended by the NCLWF’s Board of Trustees on **September 20, 2022**). The Grant Recipient shall enter into a construction contract by this date for the work identified as construction in **Exhibit A**. Failure to enter into a construction contract by this date will result in withdrawal of the Grant, unless the NCLWF’s Board of Trustees has found that the Grant Recipient had good cause for such failure and the Board of Trustees has set a date by which the Grant Recipient must take action.
2. **Contract Expiration Date: November 30, 2023.** The Grant Recipient shall complete the Project Scope of Work and submit the grant contract final report (Grant Contract Section 10 and as otherwise specified in **Exhibit A**) by this date. The NCLWF will not reimburse the Grant Recipient for Project costs incurred after this date.
3. **Reimbursement Date: December 14, 2023.** The NCLWF must receive the Final Request for Payment for the Project by this date. The NCLWF will not accept or process for payment any request for payment received after this date. The NCLWF will not reimburse the Grant Recipient for costs incurred after the Contract Expiration Date.

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**EXHIBIT B**  
**NCLWF PROJECT NO. 2021-416**

**PROJECT BUDGET**

<b>Item</b>	<b>NCLWF Grant Funds<sup>1</sup></b>	<b>Matching Funds<sup>2</sup></b>	<b>Total Item Budget</b>
1. Design and permitting	\$150,000	\$0	\$150,000
2. Easement preparation and recordation	\$0	\$0	\$0
3. Construction	\$0	\$0	\$0
4. Construction administration/observation	\$0	\$0	\$0
5. Construction contingency <sup>3</sup>	\$0	\$0	\$0
6. Monitoring, data collection, data evaluation and analysis	\$0	\$0	\$0
7. Value of easements to be donated <sup>4</sup>	\$0	\$0	\$0
8. Project administration	\$0	\$0	\$0
9. Planning	\$0	\$150,000	\$150,000
<b>Total Project Budget</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$300,000</b>
<b>% of Total Project Budget</b>	<b>50%</b>	<b>50%</b>	<b>100%</b>

**Notes:**

<sup>1</sup>To obtain payment, the Grant Recipient must submit itemized documentation substantiating direct costs incurred in implementing the Project.

<sup>2</sup>Matching funds are contributed by: National Fish and Wildlife Foundation National Coastal Resilience Fund, \$150,000.

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

<sup>4</sup>The value of a conservation easement (or other legal instrument acceptable to the NCLWF) donated to the Project by a property owner or acquired by the Grant Recipient may be claimed as matching funds contributed to the Project only after the Grant Recipient has provided to the NCLWF all of the following information for that donated easement:

- (a) calculated area of the easement;
- (b) copy of the easement document as recorded by the county register of deeds; and
- (c) basis for the claimed value of the easement, which may be in the form of:
  - i. current property tax valuation assessed by the Craven County Tax Assessor's Office showing total value of land and/or improvements, if any, with indicated year of the actual assessment. This option is available for land acquisitions for which the total price for any given parcel does not exceed \$100,000. An appraisal is required if the total value of any given parcel exceeds \$100,000. See additional details on appraisal requirements below; or
  - ii. if a recent appraisal has been prepared, the appraisal summary may be used, instead of the

tax valuation.

**Appraisal Requirements.** Appraisals are required if the total value of any given parcel exceeds \$100,000 and must be satisfactory to the NCLWF, performed by an independent certified appraiser acceptable to the NCLWF, and consistent with regulations or policies of the State Property Office (SPO) and policies of the NCLWF, *specifically in the “complete summary appraisal” format in accordance with Uniform Standards of Professional Appraisal Practice (USPAP).* Two (2) appraisals are required if the value of the property is greater than \$500,000.00. All Appraisals should be forwarded to the NCLWF as soon as possible, but no later than 60 days prior to the anticipated closing date. The Appraisal should reflect the fair market value of the property. All Appraisals are subject to review by the SPO. At the discretion of the NCLWF, the Grant Recipient may be required to amend or update the Appraisal. The Grant Recipient specifically acknowledges that the NCLWF’s acceptance of the matching funds value for the land acquisition is contingent upon approval of the appraised value by the SPO. **All Appraisals must be ordered in consultation with the NCLWF’s Real Property Agent in the State Property Office. Provide two (2) originals of each Appraisal obtained. The NCLWF must be included as an authorized user of the Appraisal.**

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**EXHIBIT C**  
**NCLWF PROJECT NO. 2021-416**

**Pre-Disbursement Checklist**  
**Documents to Be Submitted to NCLWF Before any Funds will be Disbursed under the Grant**

Requirement		Description/What to Submit
<b>Submit before first request for payment</b>		
1	Authorization to obligate*	Does not apply to this contract.
2	Documents in <b>Exhibit A</b>	Documents as identified in <b>Exhibit A</b> "Special Contract Conditions" (if any) as required prior to the release of NCLWF funds.
<b>Submit before first request for construction payment</b>		
3	Construction permits	Provide a copy of each applicable Federal or State permit issued for construction, or written documentation from the appropriate State agency that construction of the Project does not require a Federal or State permit.
4	Construction contract pricing information	Within 30 days of executing a construction contract for the Project, submit construction contract pricing information consisting minimally of a statement of the scope of the construction work, agreed-upon constructor or vendor pricing for the construction work, and a total anticipated construction cost based on the pricing. (Refer to Section 10 of the Grant Contract.)
5	Documents in <b>Exhibit A</b>	Documents as identified in <b>Exhibit A</b> "Special Contract Conditions" (if any) as required prior to the release of NCLWF funds.
<b>Submit before or accompanying request for final payment</b>		
6	Grant contract final report	Report per Grant Contract Section 10.
7	Documents in <b>Exhibit A</b>	Documents as identified in <b>Exhibit A</b> "Special Contract Conditions" (if any) as required prior to the release of NCLWF funds.

\* Examples of proof of authorization to obligate include:

- resolution of the governing board to obligate
- certified copy of board meeting minutes documenting giving of authority to obligate

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

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

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**EXHIBIT C.1**  
**ASSURANCES FOR NON-FEDERALLY FUNDED CONTRACTS**

Does not apply to this Grant Contract. Applies only to grant recipients that are nonprofit corporations.

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## **EXHIBIT D**

### **ADDITIONAL DEFINITIONS**

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

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

term does not include a unit of local government or a public authority. For purposes of this Grant Contract, both the North Carolina Department of Natural and Cultural Resources and the NC Land and Water Fund are State agencies.

- II. For purposes of this Grant Contract, a “Subgrantee,” as defined in N.C.G.S. §143C-6-23, and “Subrecipient,” as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall be referred to as a “Sub-grant Recipient.”

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**EXHIBIT E**  
**GENERAL TERMS AND CONDITIONS**

**A. Affirmative Covenants**

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

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



## B. Representations and Warranties

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

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

## C. Termination: Events of Default

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

- (e) Eligibility of Grant Recipient. If the Grant Recipient ceases to be qualified to receive Grant funds, is dissolved, or otherwise ceases to exist.
- (f) Failure to Monitor Conservation Easement. If the Grant Recipient fails to notify the NCLWF of any potential violation of the Conservation Easement reasonably known to the Grant Recipient within a reasonable period of time so as to avert or cure any potential violation.
- (g) Abandonment of the Project. If the Grant Recipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

#### D. The NCLWF's Rights and Remedies

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

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

#### E. Miscellaneous

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

4. **Compliance by Others.** The Grant Recipient shall be responsible for compliance with the terms of this Grant Contract by any Sub-grant Recipient, including but not limited to, a political subdivision, public agency, or qualified nonprofit organization to which funds or obligations are transferred, delegated, or assigned pursuant to this Grant Contract. Delegation by the Grant Recipient to a Sub-grant Recipient of any duty or obligation hereunder does not relieve the Grant Recipient of any duty or obligation created hereunder. Failure by such Sub-grant Recipient to comply with the terms of this Grant Contract shall be deemed failure by the Grant Recipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Grant Recipient and Sub-grant Recipient, shall be in accordance with Section E.8 of this **Exhibit E**, and shall contain an affirmative covenant by the Sub-grant Recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the N.C.A.C.
5. **Independent Status of the Parties.** The Parties are independent entities and this Grant Contract shall not create a partnership or joint venture between the Parties. Further, the Grant Contract shall not in any way be interpreted or construed as making the Grant Recipient, its agents, or employees, to be agents or representatives of the NCLWF. The Grant Recipient is and shall be an independent contractor in the performance of this Grant Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its agents and employees. In no event shall the NCLWF be liable for debts or claims accruing or arising against the Grant Recipient. The Grant Recipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Grant Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, the NCLWF.
6. **Indemnity.** The Grant Recipient agrees, to the fullest extent permitted by law, to release, protect, indemnify, and hold harmless the State, the NCLWF, its Trustees, employees, agents, and assigns against any and all claims, losses, liabilities, damages, and costs, including reasonable attorney fees, that result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of the Grant Recipient, its employees, agents, or assigns in use or management of the Property; (b) use or presence of any hazardous substance, waste, or other regulated material in, under, or on the Property; or (c) the performance of the Grant Recipient's duties under this Grant Contract. The obligations under this Section are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.
7. **No Discrimination.** The Grant Recipient shall ensure that no person will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this Grant Contract solely on the grounds of race, color, age, religion, sex, or national origin.
8. **Binding Effect, Contract Assignable.** The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the Parties; provided, however, that the Grant Recipient may not assign this Grant Contract or any of its rights, interests, duties, or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the NCLWF, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void. In the event assignment is allowed, neither the Grant Recipient nor the Sub-grant Recipient shall be relieved of any of the duties and responsibilities of the Grant Contract. Further, the Sub-grant Recipient shall agree to abide by the all the requirements of this Grant Contract, and to provide all information needed in order for the Grant Recipient to comply with this Grant Contract.
9. **Governing Law, Construction and Jurisdiction.** This Grant Contract and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Grant Contract shall be construed according to their plain meaning, and not strictly construed for or against either Party hereto. The Grant Recipient hereby submits to the jurisdiction of the State and Federal courts located in North Carolina and agree that the NCLWF may, at its option, enforce its rights under the Grant Contract in such courts. The Parties intend this document to be an instrument executed under seal. The NCLWF and any Party that is an individual, partnership, or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of the NCLWF or partnership or limited liability company as his/her/its legal seal.

10. **Savings Clause.** Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.
11. **Additional Remedies.** Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.
12. **Survival.** Where any representations, warranties, covenants, indemnities, or other provisions contained in this Grant Contract by its context or otherwise evidences the intent of the Parties that such provisions should survive the termination of this Grant Contract or any Closing, the provisions shall survive any termination or Closing. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that the provisions of **Exhibit E**, **Exhibit F**, and the conditions shown in **Exhibit A** shall survive any termination of this Grant Contract as well as any Closing.
13. **Entire Grant Contract: Incorporation of Exhibits.** This Grant Contract constitutes the entire Grant Contract between the Parties with respect to the subject matter hereof. All recitals, exhibits, schedules, and other attachments hereto are incorporated herein by reference.
14. **Headings.** The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Grant Contract.
15. **Time of the Essence.** Time is of the essence in the performance of this Grant.

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**EXHIBIT F**  
**CONSERVATION EASEMENTS**

1. As used in this Exhibit, "Conservation Easement" refers to the more general term "Conservation Agreement" as defined in N.C.G.S. Chapter 121, Article 4.
2. Conservation Easements obtained and recorded in connection with this Project shall be patterned after the NCLWF's template Deed of Conservation Easement for Restoration Purposes ("Restoration Easement").
3. Conservation Easements obtained and recorded in connection with this Project shall be held by a party satisfactory to the NCLWF.
4. Before disbursement of any construction funds under this Grant Contract, the NCLWF must review and approve the Conservation Easements, and said Conservation Easements must be recorded in the official land records of the appropriate county.
5. The acquisition of the Conservation Easements may herein also be referred to as the "Closing."
6. "Donated Conservation Easements" are Conservation Easements for which neither the NCLWF nor the Grant Recipient has expended or will expend any funds to obtain property interest.
7. Conservation easements for stream restoration riparian buffers may not be purchased using Grant funds. Conservation easements for stream restoration riparian buffers must be donated easements, be purchased with matching funds, and/or be purchased with funds not included in the Project budget in **Exhibit B**.
8. The following requirements apply to all Conservation Easements obtained and recorded in connection with this Project:
  - (a) Conservation Easements shall have good and marketable title;
  - (b) the terms of Conservation Easements shall provide a third party right of enforcement to the State of North Carolina, such that in the event the easement holder satisfactory to the NCLWF fails to enforce any of the terms of Conservation Easements, the State shall have the independent right to enforce the terms of Conservation Easements through any and all authorities available under State law;
  - (c) donated Conservation Easements shall be conveyed as an absolute gift to the easement holder satisfactory to the NCLWF subject to an executory interest in the State such that in the event that the easement holder satisfactory to the NCLWF attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests in a Conservation Easement without the prior written consent of the State, then all rights, title, or interest in the Conservation Easement shall automatically vest in the State;
  - (d) Conservation Easements shall provide that, in the event the easement holder satisfactory to the NCLWF transfers or assigns the Conservation Easement to a third party, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and that the transferee or assignee will further covenant and agree that the terms of the transfer or assignment will require it to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance. Specifically, Conservation Easements shall provide that, in the event the easement holder satisfactory to the NCLWF transfers the Conservation Easement, the easement holder satisfactory to the NCLWF shall covenant and agree to continue to monitor and observe the Conservation Easement in perpetuity with the State for such purposes as are described in the Conservation Easement and this Grant Contract and to report to the State



and the NCLWF any observed violations thereof. The easement holder satisfactory to the NCLWF may be released from the obligation to monitor the Conservation Easement only with prior written approval of the State and the NCLWF; and

- (e) any specific terms and conditions set forth in **Exhibit A**.

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## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to execute a Memorandum of Agreement with NC Department of Public Safety (NCDPS) / NC Emergency Management (NCEM) for the Duffyfield Stormwater Enhancement Grant.

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Adopt a resolution approving a Memorandum of Agreement with NCDPS/NCEM for the Duffyfield Stormwater Enhancement Grant in the amount of \$2,586,291.
<b>Actions Needed by Board:</b>	Adopt a Resolution
<b>Backup Attached:</b>	Memo; Resolution; MOA; Grant Award Notification
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager

Brenda E. Blanco  
City Clerk

Kimberly A. Ostrom  
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen  
FROM: Kimberly Ostrom – Finance Director  
DATE: February 17, 2023  
RE: Resolution to Authorize MOA with NCDPS / NCEM for the Duffyfield Grant

---

The City has been awarded the Emergency Management Disaster Relief and Mitigation Grant (DRMG) through NC Department of Public Safety (NCDPS) / NC Emergency Management (NCEM) for the Duffyfield Stormwater Enhancement Grant in the amount of \$2,586,291. The Duffyfield Stormwater Enhancement Project consists of four phases of which this grant will fund the remaining 50% work for phase one in the amount of \$1.32M for improvements to the Biddle Street pump station and discharge location and \$1.18M of phases two and three which consist of work related to project area demolitions, construction of interconnected wetlands, installation of wetland landscaping and stormwater conveyance improvements. Project details are provided in the attached grant application (Appendix 2) within the Scope of Work section.

The performance period for this grant runs February 1, 2023 through December 31, 2024 and is effective upon receipt of the executed MOA. This grant is based on a reimbursement method and does not require match.

**Requested Action**

The Board considers accepting this award by adopting the resolution authorizing the City Manager to execute the attached Memorandum of Agreement with NC Department of Public Safety / NC Emergency Management at its meeting on February 28, 2023.

## **RESOLUTION**

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

That the Memorandum of Agreement by and between the North Carolina Department of Public Safety, North Carolina Emergency Management, and the City of New Bern, said Agreement having an performance period of February 1, 2023 through December 31, 2024 and is effective upon execution, 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 28<sup>th</sup> DAY OF FEBRUARY 2023.

\_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK





# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

### Emergency Management Disaster Relief and Mitigation Grant (DRMG) Memorandum of Agreement (MOA)

between

Grantor:  
State of North Carolina  
Department of Public Safety

Recipient:  
City of New Bern  
300 Pollock Street  
New Bern, NC 28560  
Award amount: \$2,586,291  
Period of performance: 2/1/2023 to 12/31/2024

MOA# NCEM-DRMG1025  
NCAS Cost Center: 2E02

#### 1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

#### 2. Authority

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2021, *Sections 5.2(a-d), and Section 5.9(a)(3)* of Senate Bill 105 / SL 2021-180, (2) N.C.G.S. §166A-19.12(13), and (3) FY 2021-2022 Disaster Relief and Mitigation Fund (NOFO);

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

#### 3. Compensation

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient's (Requests for Reimbursement) is submitted and approved for eligible scope of work activity.

**Mailing Address:**  
4236 Mail Service Center  
Raleigh, NC 27699-4236  
[www.ncdps.gov](http://www.ncdps.gov)  
[www.ReadyNC.gov](http://www.ReadyNC.gov)



**Office Location:**  
1636 Gold Star Drive  
Raleigh, NC 27607  
Phone: 919-825-2500  
Fax: 919-825-2685

Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

#### **4. Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at [NCEMLTR.Grant@NCDPS.gov](mailto:NCEMLTR.Grant@NCDPS.gov) upon execution and submission of this MOA:

- i. W-9 (09 NCAC 03M .0202)
- ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be

retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

#### **5. Regulation**

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

#### **6. Supplanting**

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

#### **7. Compliance**

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM) <https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos>.

## 8. Responsibilities

### Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

### Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts.

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: [NCEMLTR.Grant@ncdps.gov](mailto:NCEMLTR.Grant@ncdps.gov).
- E. Requests for Reimbursement (RFR)



Recipient must submit RFR, with all required documentation attached, to NCEM at [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
  - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
  - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
  - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
  - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
  - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the



grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout. Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per N.C.G.S. § 143C-6-23(b), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when

the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not be eligible under this MOA.

#### **9. Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

#### **10. Taxes**

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

#### **11. Warranty**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any

rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

**12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M**

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

**Level I (Less than \$25,000)**

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

**Level II (\$25,000 - \$499,999)**

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

**Level III (\$500,000 - \$749,999)**

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.

- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

### **Level III Continued (\$750,000+)**

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

## **13. Audit Requirements**

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit ([AuditGrantsReport@ncdps.gov](mailto:AuditGrantsReport@ncdps.gov)) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see Local Government Commission* for more information).

## **14. Points of Contact (POC)**

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient.



Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

**15. Public Records Access**

All information maintained by Grantor in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

**16. Contracting/Subcontracting**

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

**17. Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

**18. Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.



**19. Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

**20. Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

**21. Modification**

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

**22. Termination**

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

**23. Scope of Work**

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

**24. Execution and Effective Date**

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

**25. Certification of eligibility - Under the Iran Divestment Act**

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran->

[divestment-Act-resources.aspx](#) and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

## 26. **Attachments**

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- i. Appendix 1 - Notice of Funding Opportunity (NoFO)
- ii. Appendix 2 - Scope of Work or Grant Application
- iii. Appendix 3 - Award letter
- iv. Appendix 4 – Required Documentation for Reimbursement Request.

**IN WITNESS WHEREOF**, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety  
Division of Emergency Management**

**1636 Gold Star Drive  
Raleigh NC 27607**

By: \_\_\_\_\_

Date: \_\_\_\_\_

William C. Ray  
Director NC Emergency Management

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

William Polk  
Department of Public Safety  
Deputy General Counsel

**City of New Bern**

**300 Pollock Street  
New Bern, NC 28560**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix 1

21 February 2022

### NOTICE OF FUNDING OPPORTUNITY (NOFO): North Carolina Emergency Management (NCEM) Emergency Management Disaster Relief and Mitigation Fund

NCEM is now accepting Applications for grants funded thru the Emergency Management Disaster Relief and Mitigation Fund. Eligible applicants are State agencies, units of local government, and nonprofit corporations for use for flood mitigation efforts. Applications must be received by NCEM no later than Close of Business (5pm) on **31 March 2022**.

#### Who?

The State is seeking applications for Emergency Management Disaster Relief and Mitigation Grants. State Agencies, Local governments (municipal/county/state-recognized tribal) and nonprofit corporations may submit projects to the Emergency Management Long-Term Recovery Group who will convene a panel to score the projects. Nonprofit corporation projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

#### What?

Funds can be used for:

- (1) Flood mitigation efforts that stabilize areas and reduce future damage or
- (2) Predevelopment assistance to provide small and underserved communities with technical assistance to identify and design shovel-ready projects related to disaster relief and flood mitigation.

Total available funding for this grant program is \$15,000,000 with the anticipated number of grants available between 5-30. Projects can be 100% funded with no cost share and are paid on a reimbursement basis.

Proposals are expected to fully explain how the project will affect the community and mitigate against future damage.

Eligible Project Examples (not intended to be a full list but may help applicant to identify possible needed projects):

- Construction of new or improvement of existing owned stormwater infrastructure, including natural drainage infrastructure and flood control equipment.
- Repair of existing stormwater infrastructure damaged or destroyed by flooding, which must include improvements to mitigate against future flooding.
- Engineering expenses related to planning and implementation of flood mitigation solutions.
- Elevation of buildings, elevation of controls or other improvements of water or sewer infrastructure, or other related projects to protect the infrastructure from flooding.
- Stream gauges and flood warning systems

## **Where?**

Applications must be submitted in full to the following email address: [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Applications will be reviewed for completeness with completed applications scored and ranked.

## **When?**

### **Key Target Dates:**

21 February 2022	NOFO Released
<b>31 March 2022</b>	<b>Application Deadline</b>
30 April 2022	NC Review Panel Scoring completed
15 May 2022	Selected Applicants Begin to be Notified
May-July 2022	Complete and Sign grant agreements

## **How?**

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application referenced below.

### **Application/Submission Information and Instructions**

Application deadline 31 March 2022 (5:00PM)

Application to be submitted to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov) with subject line "Applicant name - NCEM Disaster Relief & Mitigation Grant"

Application email should include a pdf attachment organized based on the following 6-point outline. Please make sure that you address each number below as completeness will be used as part of the selection (scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- 2) General description of the Project (15)
- 3) Describe how the project mitigates future damage or flooding include impact on community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. (10)

Characteristics of competitive proposals include:

- Efforts to mitigate against frequent flooding, including hazards with a frequency beyond a hurricane or other named storm.
- Clear benefit for residents, businesses, and other entities within a community with priority on those where flooding poses a risk for life, health, and safety.
- A demonstrated likelihood of success and feasibility demonstrated by reports, engineering reports and analysis by professional engineers, etc.
- A current (within the last six months) estimate of probable cost or another similar document
- Linked to a comprehensive stormwater assessment or planning effort with community support.
- Sustainable outcomes that can be maintained following use of funds.



- A reasonable strategy for implementation.

For more information, contact:

Joe Stanton – Assistant Director Long-term Recovery	Joe.Stanton@ncdps.gov	919-218-6325
Jeff Welker – Grants Manager	Jeffrey.Welker@ncdps.gov	984-222-4159

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- W-9 (09 NCAC 03M .0202)
- Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

## Appendix 2

## **Duffyfield Stormwater Enhancement Project - Background**

The Duffyfield Stormwater Enhancement Project is located within the Duffyfield Community in the Greater Five Points Neighborhood of the City of New Bern in Craven County, NC. The project area lies in an area of the Duffyfield Community that is characterized topographically as a depression with no natural means of drainage. The project area receives runoff from approximately 59 acres of the surrounding Duffyfield Community. The neighborhood is fully developed but was built prior to modern building codes and therefore lacks uniform stormwater infrastructure. Runoff moves to the low points of elevation via sheet flow and discharges into the existing Biddle Street Pond and Pump Station, which discharges to the northern side of the adjacent railroad tracks and ultimately to Jacks Smith Creek and then the Neuse River with no treatment. Several low-lying areas throughout the community cannot drain to the Biddle Street Pond and Pump Station and thus must rely on infiltration for the removal of stormwater runoff following rain events.

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

## **Duffyfield Stormwater Enhancement Project – Project Goals**

The Duffyfield Stormwater Enhancement Project proposes to vastly improve stormwater management in the community by implementing improvements to the Biddle Street Pond and Pump Station and constructing linear wetlands with a storage capacity of approximately 2.27 million gallons of stormwater runoff. The project also includes the installation of stormwater infrastructure (roadside swales, catch basins, and piping) in the vicinity of the project area to facilitate the drainage of the surrounding community into the proposed linear wetlands. The completed project will reduce risks downstream as substantial area for flood storage and infiltration will be provided where there has been none.

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

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

The Duffyfield Stormwater Enhancement Project will also improve water quality by capturing sediment and removing pollutants. The interconnected constructed wetlands are a nature-based solution that are designed to mimic nature by grading to detain and slow runoff, providing vegetation to filter nutrients, and establishing a natural substrate through which water may infiltrate. The proposed design will treat approximately 16 acres of impervious surface area within the 59-acre drainage area. The design of the stormwater control measures will adhere to the NC Stormwater Design Manual Part C: Minimum Design Criteria and Recommendations for Stormwater Control Measures. The estimated water quality benefits include at least an 85% reduction in Total Suspended Solids (TSS), a 44% nitrogen reduction, and a 40% phosphorous reduction for a 50% total pollutant load reduction. Based on the current land use in the Duffyfield community, the stormwater manual predicts the concentrations of pollutants and the amount of contamination reduction expected. Currently, annual runoff from Duffyfield discharges 411 pounds of TN, 53 pounds of TP, and 11,203 pounds of TSS.

#### **Duffyfield Stormwater Enhancement Project – Scope of Work**

The following summarizes how the City intends to utilize the \$2.5 million grant awarded by NCEM for the completion of the Duffyfield Stormwater Enhancement Project.

The Duffyfield Stormwater Enhancement Project is a four-phase project. Phase 1 consist of the rehabilitation of the existing Biddle Street retention pond and pump station. Phase 2-4 consist of the construction of the interconnected wetlands, surrounding stormwater infrastructure improvements, and the public park components. To date, approximately 50% of Phase 1 has been completed including the improvements to the retention pond; however, the improvements to the pump station and discharge location have not been implemented. The retention pond is currently being manually drained following rain events by City staff using a small ½ HP pump. Before Phases 2-4 can be implemented, the pump station improvements and associated proposed force main and discharge location must be constructed to ensure a means to pump the capture stormwater runoff is operational. The following outlines the remaining scope of work necessary to complete Phase 1 of the project:

- Install Concrete Riser Structure to establish water quality control.
- Complete Pump Station Improvements (includes installation of pumps, controls, generator, piping, electrical connection, lighting, and gravel pad).
- Install ±2,322 linear feet of HDPE Stormwater Force Main along Rose Street (includes easement acquisition, pavement repair, and water and sewer service repairs)
- Install Outlet Stilling Well and Riprap Apron

It is anticipated that the above scope of work to complete Phase 1 will cost \$1.32 million, the entirety of which will be funded by a portion of the NCEM grant. A detailed cost opinion for the completion of the above work associated with Phase 1 is attached.

The following outlines the anticipated scope of work to implement Phases 2-3 of the project:

- Demolish portions of Biddle St, F St, B St, K St, and Bloomfield St within the Project Area.
- Construct Interconnected Wetlands
- Install Wetland Landscaping
- Install Stormwater Conveyance Improvements (includes roadside swales, catch basins, and piping around the edges of the Project Area)

It is anticipated that the remaining \$1.18 million in grant funding provided by NCEM will be utilized to partial fund the construction of interconnected wetlands, install necessary landscaping to achieve water quality improvements, and install the stormwater infrastructure improvements necessary to convey stormwater runoff to the wetlands from the surrounding community.

The final phase of the project (Phase 4) establishes a stormwater park and includes the following anticipated scope of work:

- Install Greenway Trail and Boardwalks
- Install Park Components (includes playground, shelters, benches, trashcans, signage, artwork, etc.)

The City of New Bern will secure funding for Phase 4 of the Duffyfield Stormwater Enhancement Project.





Development Services  
303 First St., P.O. Box 1129  
New Bern, N.C. 28563  
(252) 639-7581

## MEMORANDUM

**TO:** Jason Pleasant  
Hazard Mitigation Development Supervisor  
NC Department of Public Safety  
Division of Emergency Management, Hazard Mitigation  
200 Park Offices Drive, Durham, NC 27713

**FROM:** Matthew Schelly  
Interim Director of Development Services  
City of New Bern

**DATE:** December 22, 2022

**RE:** **Duffyfield Stormwater Enhancement Project (Phases 1-4)**  
Proposed compatible land uses compliant to 44 C.F.R. Part 80

Dear Mr. Pleasant,

The City of New Bern is currently working to finalize design on the subject project which is located within the Duffyfield Community in the Greater Five Points Neighborhood of the City of New Bern in Craven County, NC. The Project Area is located within a low-lying area of the Duffyfield Community with the 1% annual chance floodplain associated with the Neuse River to the north. The purpose of the Duffyfield Stormwater Enhancement Project is to enhance water quality by treating currently untreated stormwater runoff and to provide floodwater storage for the purpose of mitigating flooding to surrounding residential area. The Project will also serve to improve recovery times following large storm events by allowing for floodwaters to be pumped and discharged to the downstream Jacks Smith Creek.

The project is being constructed in phases. Phase 1 includes the installation of a stormwater pump station and force main in addition to an already constructed stormwater retention pond. Phase 2-3 includes the construction of interconnected engineered wetlands that serve to provide water quality treatment as well as flood mitigation and storage for the surrounding area. Stormwater conveyance improvements along the perimeter of the site will ensure stormwater runoff from the surrounding areas is collected and conveyed to the constructed wetland. Phase 2-3 will also include greenway trails and boardwalks that provide access to the wetlands for maintenance but also serve as a public amenity. Phase 4 of the project will include additional public park components such as greenway trails, boardwalks, observation decks, green open space, an open-air picnic shelter, restroom, a playground, artwork, and educational signage.

The Project Area is  $\pm 10.62$  acres in size and contains thirty-eight (38) individual properties. As of the date of this letter, thirty-six (36) of these properties are currently owned by either the City, Craven County, or the Redevelopment Commission of the City of New Bern and initiatives have been taken to finalize the transfer of ownership of all thirty-six to the City of New Bern in the coming months. The two remaining properties are privately owned, and the City of New Bern is in negotiations with the property owners to acquire these properties; however, it should be noted that the privately owned properties are solely

associated with Phase 4 of the project (public park and amenity features) and are not required to complete the water quality and flood mitigation portions of the project (pump station, force main, interconnected wetlands, stormwater improvements, etc.).

Twenty-one (21) of the properties located within the Project Area, all currently owned by the City of New Bern, were obtained through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) and thus are subject to deed restrictions as required by the HMGP.

The purpose of this letter is to request concurrence that the subject project, once completed, will meet the intent of the deed restrictions established for the properties acquired via the HMGP. An example deed that includes the restriction language is attached to this memorandum. It should be noted that all proposed structures, including an open-air picnic shelter and restrooms will be constructed on portions of the Project Area not acquired via the HMGP and thus not subject to deed restrictions. All structures will be constructed in compliance with the City of New Bern's Flood Damage Prevention Ordinance.

Also attached to this memorandum is an exhibit that illustrates the property owner information within the Project Area as well as preliminary Construction Drawings for Phase 2-4 of the proposed project. Please do not hesitate to reach out to discuss in more detail.

Attachments:

1. Property Owner Information Exhibit
2. Proposed Grading & Drainage Plan
3. FEMA Effective Flood Insurance Rate Map
4. Example Deed Restriction Language

## MEMORANDUM

**To:** Matthew Schelly, City Planner, Historic Preservation Administrator – City of New Bern

**CC:** George Chiles, Public Works Director – City of New Bern  
Mary Glasscock - WithersRavenel

**From:** Wesley “Ross” Perry - WithersRavenel

**Date:** January 9, 2023

**Project:** Duffyfield Stormwater Enhancement Project

**Subject:** Phase 1 Update and Revised Schedule

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### **Background**

The original design of Phase 1 of the Duffyfield Stormwater Enhancement Project included the following scope of work (see attached Overall Grading & Site Plan):

- Expand the existing retention pond at the intersection of Biddle Street and E Rose Street to create a stormwater wet pond.
- Remove existing pump station and abandon associated existing 4" PVC force main under adjacent railroad.
- Install upgraded pump station (larger pumps with automated controls).
- Install 12" DIP force main under railroad.
- Install stilling well at discharge end of proposed force main.

Construction of the above Phase 1 scope of work began in early 2021. During construction, the contractor was unable to sufficiently dewater the project area via the existing 4" PVC force main for the purpose of excavating the bore pit necessary to jack and bore the proposed 12" DIP force main under the railroad. Furthermore, it was observed that the dewatering discharge from the 4" PCV was overwhelming the downstream channel along the railroad and resulting nuisance lot flooding along the back of adjacent properties. Since the proposed force main would discharge to this same downstream channel, generate higher flows, and thus likely result in increased flooding to the adjacent residential lots, the City opted to assess the feasibility of an alternative discharge location. In August 2021, construction on Phase 1 was stopped to assess potential alternatives. To date, only the following improvements have been completed relative to the original Phase 1 scope of work:

- The proposed stormwater wet pond was excavated and stabilized.
- Stormwater infrastructure under Biddle Street was installed.
- The 24" RCP intake and wet well for the proposed pump station was set.

The proposed pumps, controls, generator, force main, stilling well, street trees, or fountain have not been acquired or installed.

### **Proposed Force Main Realignment**

WithersRavenel is working with City staff to finalize the Phase 1 Alternative construction documents for the proposed relocation of the discharge point. The current design realigns the force main to run along the southern side of E Rose Street to just east of the existing East Rose Street lift station where it will cross under East Rose Street and discharge into a tributary to Jack Smith Creek immediately upstream of the existing culvert under the railroad. The following summarizes the proposed construction scope of work associated with the Phase 1 force main realignment and pump station revisions:

- Install pumps, controls, generator, and associated fittings to complete pump station.
- Install approximately 2,300 linear feet of 12" HDPE force main via open cut.
- Install stilling well and riprap apron at discharge point.

- Install fountain per original design Phase 1 Construction Drawings.

The street trees proposed per the original Phase 1 Construction Drawings will be installed with the additional landscaping associated with Phase 2-3 at a future date. Preliminary plans illustrating the proposed force main realignment are attached.

### **Historical and Current Phase 1 Cost Summary**

The following summarizes the historical and currently anticipated cost associated with Phase 1 of the Duffyfield Stormwater Enhancement Project:

- \$272,000 - September 2019 - Draper Aden's Phase 1 Construction Cost Opinion based on concept level plans.
- \$664,244 - May 2020 - WithersRavenel's Phase 1 Construction Cost Opinion based on final design and construction drawings.
- \$789,920 - May 2020 - Lowest bid price from Jones & Smith Contractors for the construction of Phase 1.
- \$445,000 - August 2021 - Approximate cost of the construction of Phase 1 completed to date. Includes only a portion of the original scope of work. (see above Background section)
- \$1,137,000 - September 2022 - WithersRavenel's cost opinion for the completion of the work associated with Phase 1 Force Main Realignment based on preliminary design and construction drawings.

Per the above, the total anticipated construction cost (both completed and pending) associated with Phase 1 is \$1,582,000.

While WithersRavenel can not speak to the source of the original Cost Opinion of \$272,000 provided by Draper Aden, the increase in cost when compared to the original WithersRavenel Phase 1 Cost Opinion of \$664,244 is twofold:

First, the realignment of the force main to prevent potential downstream nuisance flooding and eliminate the need to jack and bore under the railroad resulted in the replacement of ~200 LF of 12" DIP force main with ~2,300 LF of 12" HDPE force main. The material and installation cost for this additional pipe added ~\$375,000 to the construction cost. This increased length in force main pipe also increases the friction head loss on the pump station which resulted in the need for larger pumps to generate the design discharge. In lieu of the original two-pump design, WithersRavenel is recommending a three-pump design which will include one small pump (2.2 HP) for "every day" drawdown use and two large pumps (35 HP) capable of drawing down the pond and future upstream wetland area during and following a large storm event. This will result in a more efficient use of the pump station that will prolong the life of the pumps and hopefully minimize maintenance in the future. The larger/multiple pumps in turn need revised controls and a larger generator than originally specified. Overall, WithersRavenel is expecting an increase in cost associated with the pump station equipment of ~\$100,000 when compared to the original design. It is also anticipated that ~\$36,000 will be allocated to acquire easements from property owners as needed to install the force main along the south side of E Rose Street.

Second, in assessing contractor bids over the past few years, WithersRavenel has noticed an increase in unit pricing from 5-50% across various construction materials and activities. As such, WithersRavenel is assuming a unit price increase of 20-30% for several of the line items presented in the cost opinion when compared to 2020 costs.

### **Proposed Phase 1 Schedule**

As stated above, WithersRavenel is working with City staff to finalize the Phase 1 Alternative construction documents. As such, the following schedule is anticipated to complete construction of Phase 1:

**Table 1 – Duffyfield Stormwater Enhancements Phase 1 – Work Plan**

<b>Task</b>	<b>Responsible Party</b>	<b>Deadline</b>
Finalize Construction Documents	WR	January 27, 2023
Review & Approve Construction Documents	City	February 17, 2023
Approved Permitting (NC Railroad)	WR/City	June 30, 2023
Advertise & Bid Project	WR/City	July 28, 2023
Execute Construction Contract & Begin Construction	City	September 29, 2023
Complete Construction	WR/City/Contractor	February 1, 2024

**Attachments:**

1. Original Phase 1 Overall Grading & Site Plan – 11/20/2020
2. Original Phase 1 WithersRavenel's Cost Opinion – 5/8/2020
3. Phase 1 Summary of Bids – 5/22/2020
4. Preliminary Force Main Relocation Plan & Profiles – 10/01/2022
5. Preliminary Force Main Relocation Cost Opinion – 11/26/2022



## Duffyfield Stormwater Enhancement Project - Phases 1 Force Main Realignment

### ENGINEER'S OPINION OF PROBABLE COST

September 26, 2022

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>SECTION 0 - Easement Acquisition</b>					
1	Easement Acquisition	18000	SF	\$2.00	\$36,000.00
<b>SECTION I - EROSION CONTROL AND GRADING</b>					
1	Construction Entrance	1	EA	\$3,500.00	\$3,500.00
2	Combination Silt Fence / Construction Fence	2,165	LF	\$4.00	\$8,660.00
3	Install, Maintain & Remove Temporary Cofferdam	1	LS	\$9,000.00	\$9,000.00
4	Erosion Control Matting	2,575	SY	\$4.00	\$10,300.00
5	Rip Rap 22" Thick Class B w/ Filter Fabric	64	SY	\$95.00	\$6,080.00
6	Silt Fence Outlet	1	EA	\$200.00	\$200.00
<b>SUBTOTAL EROSION CONTROL</b>					<b>\$37,740.00</b>
<b>GRADING</b>					
1	Mobilization	1	LS	\$0.00	\$0.00
2	Construction Survey	1	LS	\$17,000.00	\$17,000.00
3	Traffic Control	1	LS	\$35,000.00	\$35,000.00
4	Seeding and Mulching	0.53	AC	\$3,100.00	\$1,643.00
5	Waste Excavation Haul Off Site	100	CY	\$15.00	\$1,500.00
6	Unclassified Excavation	2,400	CY	\$8.00	\$19,200.00
7	Undercut (below design grade if needed & incl. disposal off-site)	240	CY	\$30.00	\$7,200.00
<b>SUBTOTAL - GRADING</b>					<b>\$81,543.00</b>
<b>SUBTOTAL - SECTION I - EROSION CONTROL AND GRADING</b>					<b>\$119,283.00</b>
<b>SECTION II - STORM DRAINAGE, SANITARY SEWER, WATER</b>					
<b>STORM DRAINAGE</b>					
1	Outlet Stilling Well (0' - 6' Deep)	1	EA	\$5,000.00	\$5,000.00
2	12" DR17 (DIPS) Fusible HDPE Stormwater Force Main	2,322	LF	\$150.00	\$348,300.00
3	Stormwater Pump Station	1	LS	\$508,000.00	\$508,000.00
4	Riser (60" x 60")	1	EA	\$15,000.00	\$15,000.00
5	Trash Rack	1	EA	\$2,050.00	\$2,050.00
6	Remove existing 15" FES & Tie to Proposed Riser	1	EA	\$3,500.00	\$3,500.00
<b>SUBTOTAL - STORM DRAINAGE</b>					<b>\$881,850.00</b>
<b>SANITARY SEWER</b>					
1	Repair Sewer Services	1	EA	\$600.00	\$600.00
<b>SUBTOTAL - SANITARY SEWER</b>					<b>\$600.00</b>
<b>WATER SYSTEM</b>					
1	Repair/Replace 3/4" Services	1	EA	\$3,500.00	\$3,500.00
2	R&R Fire Hydrant and Valve Assembly and Installation	1	EA	\$7,500.00	\$7,500.00
<b>SUBTOTAL - WATER</b>					<b>\$11,000.00</b>
<b>SUBTOTAL - SECTION II - STORM DRAINAGE, SANITARY SEWER, WATER</b>					<b>\$893,450.00</b>

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>SECTION III - PAVING, CURB &amp; GUTTER, SIDEWALK</b>					
<b>PAVING</b>					
1	Pavement Patch	300	SY	\$50.00	\$15,000.00
2	Allowance for Material Testing	1	LS	\$5,000.00	\$5,000.00
<b>SUBTOTAL - SECTION III - PAVING, CURB &amp; GUTTER, SIDEWALK</b>					<b>\$20,000.00</b>

Notes:

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

<b>GRAND TOTAL:</b>	<b>\$1,032,733.00</b>
<b>10% Contingency</b>	<b>\$103,273.30</b>
<b>SAY</b>	<b>\$1,137,000.00</b>



## MEMORANDUM

To: Matthew Schelly, City Planner, Historic Preservation Administrator – City of New Bern

CC: George Chiles, Public Works Director – City of New Bern  
Mary Glasscock - WithersRavenel

From: Wesley "Ross" Perry - WithersRavenel

Date: January 9, 2023

Project: Duffyfield Stormwater Enhancement Project

Subject: Phase 2-4 Schedule Update

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WithersRavenel is currently working with City staff to finalize construction documents for Phase 2-4 of the Duffyfield Stormwater Enhancement Project. 90% Construction Drawings were completed and provided to the City for review in September 2022. At that time, it was determined that three (3) of the forty-two (42) individual properties that comprise the Project Area may not be obtainable by the City within the desired project timeline. Further review in the subsequent months indicated that an additional two (2) properties may also not be obtainable within the desired project timeline. These five (5) properties are illustrated as either "excluded from Project Area" or highlighted in pink in the attached Parcel Ownership exhibit. It was also determined that the right-of-way associated with Murray Street, between Sampson Street and F Street, while currently not improved upon, should be kept unhindered and accessible for future access improvements should the adjacent properties to the east (outside of the Project Area) be developed. As a result of these findings, and upon direction of the Town, WithersRavenel is working to finalize revised plans that accomplish the following:

1. Exclude three (3) properties (Lots 6, 111, 112, and 217 per the attached exhibit) from the Project Area. This included revising site plans to ensure that no improvements or impacts were proposed within these properties.
2. Remove all proposed improvements (trails, boardwalks, etc.) and grading associated with the proposed wetlands from the Murray Street right-of-way.
3. Separate the area comprised by the three (3) properties located south of the intersection of K Street and Bloomfield Street and the adjacent rights-of-way into Phase 4 to be completed at a future date if the properties can be acquired by the City. The remaining Project Area will be considered Phases 2-3. It should be noted that the isolated Phase 4 area only includes park components such as the proposed open-air structure, restrooms, playground, and trails. The delay, or exclusion of, Phase 4 will not impact the water quality or flood mitigation benefits provided by the proposed stormwater wetlands.

The attached red-lined Overall Grading & Storm Drainage Plan from the 90% Construction Drawing Submittal highlights the areas discussed above.

With the above required revisions considered, the purpose of this memorandum is to provide an updated schedule for the completion of Phase 2-3. It is assumed that if the properties associated with Phase 4 can be acquired before the project goes to bid, then Phase 2-4 will be bid as a single project, otherwise, only Phases 2-3 will be bid at this time. As such, the following schedule is anticipated to complete construction of Phase 2-3:

**Table 1 – Duffyfield Stormwater Enhancements Phase 2-3 – Work Plan**

<b>Task</b>	<b>Responsible Party</b>	<b>Deadline</b>
Finalize Ph 2-3 Construction Documents	WR	February 24, 2023
Review & Approve Construction Documents	City	March 31, 2023
Approved Permitting (NCDEQ, ACOE, NCRR)	WR/City	May 31, 2023
Advertise & Bid Project	WR/City	June 30, 2023
Execute Construction Contract & Begin Construction	City	July 31, 2023
Complete Construction	WR/City/Contractor	May 31, 2024

WithersRavenel recommends the above schedule for the following reasons:

1. It allows for the construction of Phase 2-3 concurrently with, or immediately following, the construction of Phase 1 of the Duffyfield Stormwater Enhancement Project which includes the installation of the downstream pump station and force main that will draw down the proposed wetlands following a storm event. While Phase 2-3 can be installed prior to the completion of Phase 1, the flood mitigation benefits will be severely reduced. The proposed interconnected stormwater wetlands associated with Phase 2-3 greatly increase the flood storage volume within the Duffyfield community and the proposed improvements to the surrounding infrastructure will help ensure that the surrounding areas will ultimately drain to the proposed wetlands; however, without the completion of Phase 1, the only means to drawdown the wetlands is the existing ½ HP pump that must be turned on manually by City staff and in-situ infiltration. This means that the proposed wetlands and surrounding areas will remain inundated for days or even weeks following a large storm event. With Phase 1 implemented, the wetlands can be drawn down in a matter of hours following a large storm event. The proposed pumps associated with Phase 1 are also automated, meaning they start drawing down the wetlands as soon as a storm event begins and the water level within the proposed wetlands begin to rise. This not only results in a safer operation of the system (no personnel onsite during or immediately following a storm event is necessary) but it also means that the pumps can draw down the area as runoff is actively entering the wetlands, resulting in more storage volume and improved flood mitigation benefits.
2. The current schedule has substantial completion occurring in the Springtime. This is the ideal time to establish the wetland vegetation and landscaping necessary to achieve the water quality benefits and aesthetics promised by the project. Planting in the spring gives the vegetation the best chance to thrive, which reduces potential future maintenance associated with replanting.

**Attachments:**

1. Red-lined Overall Grading & Storm Drainage Plan
2. Preliminary Phase 2-4 Cost Opinion

## Duffyfield Stormwater Enhancement Project - Phases 2-4

### ENGINEER'S OPINION OF PROBABLE COST

November 29, 2022

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>SECTION 1 - EROSION AND SEDIMENT CONTROL</b>					
1	Furnish, Install, Maintain & Remove Construction Entrance	4	EA	\$3,000.00	\$12,000.00
2	Furnish, Install, Maintain & Remove Combination Silt Fence / Construction Fence	4000	LF	\$8.50	\$34,000.00
3	Furnish & Install Rip Rap 22" Thick Class B w/ Filter Fabric	260	SY	\$140.00	\$36,400.00
4	Furnish, Install & Remove Inlet Protection	12	EA	\$900.00	\$10,800.00
5	Furnish & Install Erosion Control Matting	550	SY	\$3.00	\$1,650.00
6	Furnish, Install, Maintain & Remove Concrete Truck Washout	1	LS	\$1,300.00	\$1,300.00
7	Furnish, Install & Remove Temporary Cofferdam for Biddle Street Stormwater Pond Tie-in	1	LS	\$5,500.00	\$5,500.00
8	Furnish, Install, Maintain & Remove Dewatering Measures	1	LS	\$255,000.00	\$255,000.00
<b>SECTION 1 SUBTOTAL:</b>					<b>\$356,650.00</b>
<b>SECTION 2 - SITE WORK</b>					
9	Mobilization	1	LS	\$125,000.00	\$125,000.00
10	Construction Surveying	1	LS	\$35,000.00	\$35,000.00
11	Traffic Control	1	LS	\$25,000.00	\$25,000.00
12	Clearing and Grubbing	8	AC	\$12,000.00	\$96,000.00
13	Furnish & Install Temporary Seeding and Mulching	8.0	AC	\$2,000.00	\$16,000.00
14	Furnish & Install Permanent Seeding and Mulching	4.3	AC	\$2,000.00	\$8,600.00
15	Remove Existing Asphalt Paving and Backfill to Grade (Assume 11")	3090	SY	\$9.50	\$29,355.00
16	Remove Existing Gravel Drive and Backfill to Grade (Assume 6")	1254	SY	\$9.50	\$11,913.00
17	Unclassified Excavation	19000	CY	\$14.00	\$266,000.00
18	Spoil Excavation Haul Off Site	15000	CY	\$17.00	\$255,000.00
19	Undercut (below design grade if needed & incl. disposal off-site)	1800	CY	\$39.00	\$70,200.00
20	Fine Grading	17800	SY	\$2.50	\$44,500.00
<b>SECTION 2 SUBTOTAL:</b>					<b>\$982,568.00</b>
<b>SECTION 3 - LANDSCAPING (STORMWATER WETLAND)</b>					
21	Soil Amendment	430	AC	\$750.00	\$322,500.00
22	Soil Slopes	3100	SY	\$8.50	\$26,350.00
23	Furnish & Install Wetland Planting (Herbaceous)	16500	EA	\$10.00	\$165,000.00
24	Furnish & Install Wetland Planting (Shrub)	590	EA	\$25.00	\$14,750.00
25	Furnish & Install Wetland Planting (Grasses)	3500	EA	\$12.00	\$42,000.00
26	Furnish & Install Wetland Planting (Ornamental Trees)	88	EA	\$550.00	\$48,400.00
<b>SECTION 3 SUBTOTAL:</b>					<b>\$298,225.00</b>
<b>SECTION 4 - STORM DRAINAGE, SANITARY SEWER, WATER</b>					
<b>STORM DRAINAGE</b>					
27	Remove & Dispose 12" CMP	21	LF	\$33.00	\$693.00
28	Remove & Dispose 12" RCP	586	LF	\$41.00	\$24,026.00
29	Remove & Dispose 18" RCP	5	LF	\$70.00	\$350.00
30	Remove & Dispose 24" RCP	1340	LF	\$90.00	\$120,600.00
31	Remove & Dispose Yard Inlet 0'-6"	10	EA	\$715.00	\$7,150.00
32	Remove & Dispose 24" FES	1	EA	\$550.00	\$550.00
33	Furnish & Install Outlet Riser Structure 0'-6" Deep	1	EA	\$16,500.00	\$16,500.00
34	Furnish & Install Yard Inlet 0'-6"	3	EA	\$4,125.00	\$12,375.00
35	Furnish & Install Precast Manhole Junction Box	1	EA	\$3,850.00	\$3,850.00
36	Furnish & Install Excavated Roadside Swale	2675	LF	\$44.00	\$117,700.00
37	Furnish & Install 12" RCP	268	LF	\$44.00	\$11,792.00
38	Furnish & Install 15" RCP	52	LF	\$55.00	\$2,860.00
39	Furnish & Install 24" RCP	237	LF	\$94.00	\$22,278.00
40	Furnish & Install 30" RCP	98	LF	\$110.00	\$10,780.00
41	Furnish & Install 12" FES	12	EA	\$1,375.00	\$16,500.00
42	Furnish & Install 15" FES	2	EA	\$1,661.00	\$3,322.00
43	Furnish & Install 24" FES	3	EA	\$2,266.00	\$6,798.00
44	Furnish & Install 30" FES	1	EA	\$2,783.00	\$2,783.00
<b>SUBTOTAL - STORM DRAINAGE</b>					<b>\$380,907.00</b>
<b>SANITARY SEWER</b>					
45	Remove & Dispose 6" PVC	651	LF	\$39.00	\$25,389.00
46	Remove & Dispose Ex. MH	2	EA	\$1,200.00	\$2,400.00
47	Remove & Dispose 12" PVC	98	LF	\$44.00	\$4,312.00
48	Furnish & Install 12" PVC (Tie to Ex. MH)	98	LF	\$77.00	\$7,546.00
49	Furnish & Install Pump around to relocate sewer	1	LS	\$27,500.00	\$27,500.00
<b>SUBTOTAL - SANITARY SEWER</b>					<b>\$67,147.00</b>
<b>WATER SYSTEM</b>					
50	Tie to Existing Watermain	6	EA	\$715.00	\$4,290.00
51	Furnish & Install 8" DIP Watermain	189	LF	\$231.00	\$43,659.00
52	Furnish & Install 8-Inch 45° Bend Fitting	12	EA	\$906.00	\$10,872.00
<b>SUBTOTAL - WATER</b>					<b>\$58,821.00</b>
<b>SECTION 4 SUBTOTAL:</b>					<b>\$506,875.00</b>
<b>SECTION 5 - STORMWATER PARK COMPONENTS</b>					
53	Access drives/Greenway Trail	2400	SY	\$44.00	\$105,600.00
54	Boardwalks <sup>(1)</sup>	140	FT	\$550.00	\$77,000.00
55	Observation Decks <sup>(1)</sup>	5	EA	\$27,500.00	\$137,500.00
56	Playground <sup>(1)</sup>	1	LS	\$220,000.00	\$220,000.00
57	Shelter <sup>(1)</sup>	1	LS	\$137,500.00	\$137,500.00
58	Park Amenities (Benches, Trashcans, Signage, Art Work, etc.) <sup>(1)</sup>	1	LS	\$110,000.00	\$110,000.00
<sup>(1)</sup> Not Eligible for Funding					
<b>ELIGIBLE PARK COMPONENTS</b>					<b>\$105,600.00</b>
<b>SUBTOTAL - PARK COMPONENTS</b>					<b>\$787,600.00</b>
<b>SECTION 5 SUBTOTAL:</b>					<b>\$787,600.00</b>

Notes: 1. This opinion of probable cost is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of the Engineer. 2. Highlighted line items are intended to be funded by the NCEM grant awarded to the project.

<b>ELIGIBLE CONSTRUCTION COSTS:</b>	<b>\$2,931,918.00</b>
10% CONTINGENCY:	\$293,191.80
ENGINEERING & PERMITTING:	\$234,000.00
EASEMENT ACQUISITION:	\$36,900.00
CONSTRUCTION ADMINISTRATION:	\$75,000.00
WETLAND MITIGATION:	\$270,000.00



ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	PROPERTY ACQUISITION:				\$90,000.00
	PROJECT FUNDING ADMINISTRATION:				\$15,000.00
	<b>ELIGIBLE CONST. TOTAL:</b>				<b>\$3,946,009.80</b>
	PARK CONSTRUCTION:				\$682,000.00
	10% CONTINGENCY:				\$68,200.00
	<b>PARK TOTAL:</b>				<b>\$750,200.00</b>
	<b>TOTAL PROJECT:</b>				<b>\$4,696,209.80</b>
	<b>TOTAL NCEM GRANT FUNDING:</b>				<b>\$1,202,731.00</b>
	10% Contingency				\$120,273
	2% Construction Admin				\$24,055
	8.5% A&E and permitting				\$102,232
	Total				\$1,449,291

## Appendix 3



Roy Cooper, Governor  
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

February 1, 2023

**Emergency Management Disaster Relief and Mitigation Grant**

North Carolina Appropriations – Senate Bill 105, Sections 5.2(a-d), and Section 5.9(a)(3)

Mr. Foster Hughes  
City Manager  
City of New Bern  
300 Pollock St  
New Bern, NC 28560

Period of Performance: **2/1/2023 to 12/31/2024**  
Project Title: **Duffyfield Stormwater Enhancement**  
Total Amount of Award: **\$2,586,291**  
MOA #: **NCEM-DRMG1025**

Dear Mr. Hughes,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount shown above. The final selection is conditioned on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). The following completed documents must accompany the return of the MOA:

- W-9 (09 NCAC 03M .0202)
- Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

**Payment of funds:** The grant shall be effective upon final approval of the MOA by NCEM. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) per the terms of the MOA.

**Conditions:** Recipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount during the designated period of performance. Recipient also agrees to comply with all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this grant.

**Supplanting:** Recipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for this project.

**Mailing Address:**  
4236 Mail Service Center  
Raleigh, NC 27699-4236  
[www.ncdps.gov](http://www.ncdps.gov)  
[www.ReadyNC.gov](http://www.ReadyNC.gov)



*An Equal Opportunity Employer*

**Office Location:**  
1636 Gold Star Drive  
Raleigh, NC 27607  
Phone: 919-825-2500  
Fax: 919-825-2685

**THIS AWARD IS SUBJECT TO FINAL APPROVE BY NCDPS.**

If you have any questions please contact Jeff Welker, NCEM Long-Term Recovery at 984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov).

Sincerely,

*William C. Ray*

William C. Ray  
Director, North Carolina Emergency Management

## Appendix 4

Quarterly Progress Report – Form LTR002/2022  
Request for Reimbursement - Form LTR003  
Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.



**North Carolina Division of Emergency Management  
Long Term Recovery Grant Program  
QUARTERLY PROGRESS REPORT**

Progress Report Period: \_\_\_\_\_ to \_\_\_\_\_

Project Title: \_\_\_\_\_ MOA #: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Total Project Expenditures to Date: \$ \_\_\_\_\_

---

1. Date of Project Approval:

2. Start Date of the Project:

3. Percent of Work Completed to Date: \_\_\_\_\_ %

4. Anticipated Completion Date:

5. Actual Completion Date:

6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- Project Status
- (1) ☐ Project on schedule  
(2) ☐ Project completed  
(3) ☐ Project delayed  
(4) ☐ Project canceled

- Project Cost Status
- (1) ☐ Cost unchanged  
(2) ☐ Cost overrun  
(3) ☐ Cost under-run

## Request for Reimbursement (RFR)

Form LTR003

Grantee: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, Zip: \_\_\_\_\_

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

\* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT  
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE WORK Form LTR001**

(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5) <small>Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.</small>	(6) <small>Delivery Date of articles or performance services</small>	(7) <b>DOCUMENTATION</b> <small>List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category</small>	(8) <small>Applicant Proposed Eligible Costs</small>
<b>Force Account Labor</b>			
		<b>Total</b>	<b>0.00</b>
<b>Equipment</b>			
		<b>Total</b>	<b>0.00</b>
<b>Materials</b>			
		<b>Total</b>	<b>0.00</b>
<b>Contract</b>			
		<b>Total</b>	<b>0.00</b>
<b>Other</b>			
		<b>Total</b>	<b>0.00</b>
		(9) Grand TOTAL	<b>\$0.00</b>
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	<b>\$0.00</b>
Signature:			



Roy Cooper, Governor  
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

February 1, 2023

**Emergency Management Disaster Relief and Mitigation Grant**

North Carolina Appropriations – Senate Bill 105, Sections 5.2(a-d), and Section 5.9(a)(3)

Mr. Foster Hughes  
City Manager  
City of New Bern  
300 Pollock St  
New Bern, NC 28560

Period of Performance: **2/1/2023 to 12/31/2024**  
Project Title: **Duffyfield Stormwater Enhancement**  
Total Amount of Award: **\$2,586,291**  
MOA #: **NCEM-DRMG1025**

Dear Mr. Hughes,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount shown above. The final selection is conditioned on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). The following completed documents must accompany the return of the MOA:

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- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

**Payment of funds:** The grant shall be effective upon final approval of the MOA by NCEM. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) per the terms of the MOA.

**Conditions:** Recipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount during the designated period of performance. Recipient also agrees to comply with all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this grant.

**Supplanting:** Recipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for this project.

**Mailing Address:**  
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**Office Location:**  
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Phone: 919-825-2500  
Fax: 919-825-2685

**THIS AWARD IS SUBJECT TO FINAL APPROVE BY NCDPS.**

If you have any questions please contact Jeff Welker, NCEM Long-Term Recovery at 984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov).

Sincerely,

William C. Ray  
Director, North Carolina Emergency Management



## AGENDA ITEM COVER SHEET

### **Agenda Item Title:**

Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The ordinance amends the Drainage Improvements Project Fund to acknowledge the NC Emergency Management Disaster Relief and Mitigation Grant of \$2,586,291
<b>Actions Needed by Board:</b>	Adopt Ordinance Amendment
<b>Backup Attached:</b>	Memo; Ordinance Amendment
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

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



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

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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen  
FROM: Kim Ostrom – Finance Director  
DATE: February 16, 2023  
RE: Amendment to Drainage Improvements Project Fund

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**Drainage Improvements Project Fund**

The Drainage Improvements Project Fund will be amended to recognize a North Carolina Emergency Management Disaster Relief and Mitigation Fund grant received by the City in the amount of \$2,586,291. The funds will be utilized for the Duffyfield Community Stormwater Enhancement Project.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on February 28, 2023.

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

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

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

Increase: Stormwater Improvements \$2,586,291

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

Increase: Grant Revenues \$2,586,291

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 28<sup>TH</sup> DAY OF FEBRUARY 2023.

\_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK



Roy Cooper, Governor  
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

February 1, 2023

**Emergency Management Disaster Relief and Mitigation Grant**

North Carolina Appropriations – Senate Bill 105, Sections 5.2(a-d), and Section 5.9(a)(3)

Mr. Foster Hughes  
City Manager  
City of New Bern  
300 Pollock St  
New Bern, NC 28560

Period of Performance: **2/1/2023 to 12/31/2024**  
Project Title: **Duffyfield Stormwater Enhancement**  
Total Amount of Award: **\$2,586,291**  
MOA #: **NCEM-DRMG1025**

Dear Mr. Hughes,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount shown above. The final selection is conditioned on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). The following completed documents must accompany the return of the MOA:

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**Office Location:**  
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Phone: 919-825-2500  
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**THIS AWARD IS SUBJECT TO FINAL APPROVE BY NCDPS.**

If you have any questions please contact Jeff Welker, NCEM Long-Term Recovery at 984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov).

Sincerely,

William C. Ray  
Director, North Carolina Emergency Management



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider adopting an Ordinance to amend Chapter 70 "Traffic and Vehicles" Section 70-99 "Stop Intersections" and Section 70-104 "Three-Way and Four-Way Stop Intersections" of the Code of Ordinances of the City of New Bern.

<b>Date of Meeting:</b> 2/28/2023	<b>Ward # if applicable:</b> 1
<b>Department:</b> Public Works	<b>Person Submitting Item:</b> George Chiles, Public Works Director
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	The City of New Bern Police Department has requested the installation of a 4-way stop at the intersection of George Street and Queen Street. The Police Department provided documentation of recent vehicular accidents and have observed multiple near misses.
<b>Actions Needed by Board:</b>	Approve Ordinance to amend the schedule of stop intersections in Section 70-99 and Section 70-104 of the Code of Ordinances of the City of New Bern.
<b>Backup Attached:</b>	Vicinity Map, Street View Photographs of Intersection, and Correspondence from Patrick Gallagher, Chief of Police.
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**



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

February 17, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Requested ordinance amendment to install 4-way stop signage and stop bars at the intersection of George Street and Queen Street for FY 22-23.

**Background Information:**

The intersection of George Street and Queen Street is currently controlled by two stop signs, located on north and south side of Queen Street at the intersection of George Street. Due to the atypical angle of the intersection and sightline issues, there has been safety concerns for vehicle collisions at this intersection. The City of New Bern Police Department has recommended this intersection be posted as a four-way stop. Public Works has evaluated the intersection and supports the New Bern Police Department's recommendation for implementation of a four-way stop.

Enclosed is correspondence from the Chief of Police, accident diagrams, a vicinity map, and photos. The project includes installing two additional stop signs, paint for stop bars, and four 4-way stop placards. These funds are available in the current budget.

**Recommendation:**

The Public Works Department supports the installation of a four-way stop at the intersection of Queen Street and George Street, as requested by the City of New Bern Police Department; and recommends that the Board of Aldermen approve the requested ordinance amendment.

## **AN ORDINANCE TO AMEND CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Public Works Director of the City of New Bern recommends that certain amendments be made to Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said revisions to Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That the traffic schedule identified as "Stop Intersections" adopted by the board of aldermen and referenced in Section 70-99. "Stop intersections." of Division 2. "Right-of-way" of Article III. "Operation of Vehicles" of Chapter 70. "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting the stop intersection at George and Queen Streets.

SECTION 2. That Section 70-104 "Three-way and four-way stop intersections established." Of Article II. "Traffic-control devices" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting Section 70-104. "Three-way and four-way stop intersections established." in its entirety and inserting in its stead the following:

### **"Sec. 70-104. Three-way and four-way intersections established.**

The following street intersections in the city are hereby declared to be three-way stop intersections, or four-way stop intersections, as below identified, and when stop signs are placed, erected or installed upon the designated streets, every driver of a vehicle shall stop in obedience to such signs before entering the intersection, and shall not proceed into or across the street being intersected until he, or she, has first determined that no conflict with pedestrian or vehicular traffic will be involved:

#### *(1) Three-way stop intersections:*

- a. Metcalf and New Streets, with signs to be erected on New Street, east of Metcalf, and on Metcalf, north and south of New Street.
- b. Basil Drive, Pine Valley Drive and Greenbrier Parkway.
- c. Basil Drive and Greenbrier Parkway.
- d. George and Pollock Streets.
- e. Hazel Avenue and Waters Street.

- f. Park Avenue and Third Street.
- g. Park Avenue and Fifth Street.
- h. Park Avenue and Sixth Street.
- i. Third Avenue and Cedar Street.

(2) *Four-way stop intersections:*

- a. Fifth Street and Rhem Avenue.
- b. Center Avenue and Meadows Street.
- c. Chattawka Lane and Lucerne Way.
- d. Chattawka Lane Tryon Road.
- e. Craven and Johnson Streets.
- f. East Front and Johnson Streets.
- g. East Front and King Streets.
- h. George and Queen Streets.
- i. Hancock and Johnson Streets.
- j. Hancock and New Streets.
- k. Metcalf and Johnson Streets.
- l. Middle and Johnson Streets.
- m. Middle and New Streets.
- n. North Pasteur Street, North Avenue and High Street.
- o. Park Avenue and Rhem Avenue.
- p. Park Avenue and Seventh Street.
- q. Queen Anne Lane and Lucerne Way.
- r. Queen Anne Lane and Tryon Road.
- s. Spencer Avenue and Third Street.
- t. Spencer Avenue and Fifth Street.
- u. Spencer Avenue and Seventh Street.
- v. Taberna Way, Taberna Circle and Geneva Road.
- w. Yarmouth Road, Elveden Road and Norwich Road.
- x. Cedar Street and West Street.
- y. Main Street and West Street.
- z. Main Street and Bern Street.
- aa. Cypress Street and Bern Street.

SECTION 3. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



**AN ORDINANCE TO AMEND CHAPTER 70 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Director of Public Works of the City of New Bern recommends that certain amendments be made to Chapter 70 “Traffic and Vehicles” of the Code of Ordinances of the City of New Bern; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said revisions to Chapter 70 “Traffic and Vehicles” of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That the traffic schedule identified as “Stop Intersections” adopted by the board of aldermen and referenced in Section 70-99. “Stop intersections.” of Division 2. “Right-of-way” of Article III. “Operation of Vehicles” of Chapter 70. “Traffic and Vehicles” of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting the stop intersection at George and Queen Streets.

SECTION 2. That Section 70-104 “Three-way and four-way stop intersections established.” Of Article II. “Traffic-control devices” of Chapter 70 “Traffic and Vehicles” of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting Section 70-104. “Three-way and four-way stop intersections established.” in its entirety and inserting in its stead the following:

**“Sec. 70-104. Three-way and four-way intersections established.”**

The following street intersections in the city are hereby declared to be three-way stop intersections, or four-way stop intersections, as below identified, and when stop signs are placed, erected or installed upon the designated streets, every driver of a vehicle shall stop in obedience to such signs before entering the intersection, and shall not proceed into or across the street being intersected until he, or she, has first determined that no conflict with pedestrian or vehicular traffic will be involved:

*(1) Three-way stop intersections:*

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- f. Park Avenue and Third Street.
- g. Park Avenue and Fifth Street.
- h. Park Avenue and Sixth Street.
- i. Third Avenue and Cedar Street.

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- a. Fifth Street and Rhem Avenue.
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- c. Chattawka Lane and Lucerne Way.
- d. Chattawka Lane Tryon Road.
- e. Craven and Johnson Streets.
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- g. East Front and King Streets.
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- i. Hancock and Johnson Streets.
- j. Hancock and New Streets.
- k. Metcalf and Johnson Streets.
- l. Middle and Johnson Streets.
- m. Middle and New Streets.
- n. North Pasteur Street, North Avenue and High Street.
- o. Park Avenue and Rhem Avenue.
- p. Park Avenue and Seventh Street.
- q. Queen Anne Lane and Lucerne Way.
- r. Queen Anne Lane and Tryon Road.
- s. Spencer Avenue and Third Street.
- t. Spencer Avenue and Fifth Street.
- u. Spencer Avenue and Seventh Street.
- v. Taberna Way, Taberna Circle and Geneva Road.
- w. Yarmouth Road, Elveden Road and Norwich Road.
- x. Cedar Street and West Street.
- y. Main Street and West Street.
- z. Main Street and Bern Street.
- aa. Cypress Street and Bern Street.

SECTION 3. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

**City of New Bern - Stop Intersections**  
**City Code Section 70-99**

RED-LINED COPY

**Stop intersections.**

**Stop Street**

A Street  
A Street  
Adell Lane  
Adell Lane  
Alabama Avenue  
Albemarle Court  
Albury Court  
Allen Drive  
Amhurst Boulevard  
Appenzell Lane  
Arbon Court  
Arbon Lane  
Arbor Green Way  
Arbor Green Way (south leg intersection)  
Arcane Circle  
Arcaro Walk  
Arcaro Walk  
Asheville Street  
Ashland Avenue  
Auburn Court  
Augusta Court  
Augusta Court  
Austin Avenue  
Avenue A  
Avenue A  
Avenue A  
Avenue B  
Avenue B  
Avenue B  
Avenue B  
Avenue C  
Avenue C  
Avenue C  
Avenue D  
Avenue D  
Avenue D  
Aycock Avenue  
Aycock Avenue  
B Street  
B Street  
Baden Court  
Baden Lane

**Through Street**

F Street  
National Avenue  
Conner Grant Road  
Sellhorn Boulevard  
Beech Street  
Plymouth Drive  
Amhurst Boulevard  
Trent Shores Drive  
Monterey Circle  
Emmen Road  
Taberna Circle  
Taberna Circle  
Dr. M L King Jr. Boulevard  
Arbor Green Way  
Tram Road  
Preakness Place  
Racetrack Road  
Fayetteville Street  
South Glenburnie Road  
Waterscape Way  
Augusta Court  
Clubhouse Drive  
Old Airport Road  
National Avenue  
North Craven Street  
North Pasteur Street  
National Avenue  
North Craven Street  
North Pasteur Street  
National Avenue  
North Craven Street  
North Pasteur Street  
National Avenue  
North Craven Street  
North Pasteur Street  
Carolina Street/Aycock Ave  
Country Club Road  
F Street  
National Avenue  
Baden Lane  
Mellen Road

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

Stop Street

Bandon Drive  
Basil Drive  
Battlefield Trail  
Batts Hill Road  
Bay Hill Court  
Bay Street  
Bay Street  
Bay Street  
Bay Street  
Bayberry Park Drive  
Bayberry Park Drive  
Beacon Hill Road  
Beaufort Street  
Beaufort Street  
Belles Way  
Bern Street  
Bern Street  
Bern Street  
Bern Street  
Bern Street  
Bern Street  
Bern Street  
Berryhill Road  
Biel Lane  
Blades Avenue  
Bloomfield Street  
Bloomfield Street  
Bloomfield Street  
Blue Jay Court  
Bluebell Trace  
Boleyn Loop  
Booms Alley  
Bray Avenue  
Brems Battery  
Briarhill Court  
Brices Crossing Boulevard  
Brices Crossing Boulevard  
Brookshire Drive  
Brugg Court  
Brunswick Avenue  
Bryan Street  
Bryan Street  
Buckskin Drive  
Buckskin Drive

Through Street

Savoy Drive  
Greenbrier Parkway  
Taberna Way  
Country Club Road  
Pine Valley Drive  
Crawford Street  
First Avenue  
Second Avenue  
Third Avenue  
Onyx Lane  
Waterscape Way  
Haywood Farms Road  
East Rose Street  
Garden Street  
River Road  
Broad Street  
Fleet Street  
George Street  
New Street  
Pollock Street  
Queen Street  
Haywood Farms Road  
Neuchatel Road  
National Avenue  
K Street  
Main Street  
North Street  
Red Robin Lane  
Delft Drive  
Taberna Circle  
Green Street  
Neuse Boulevard  
Judge Manly Drive  
Briarhill Road  
General Branch Road  
Old Airport Road  
Myrtle Grove Road  
Arbon Lane  
Colony Drive  
Walt Bellamy Drive  
Queen Street  
Elizabeth Avenue  
Tobiano Drive

**City of New Bern - Stop Intersections**  
**City Code Section 70-99**

RED-LINED COPY

**Stop Street**

Bullens Creek Drive  
Bungalow Drive  
Burlywood Lane  
Buttercup Court  
Buxton Way  
Canal Street  
Candlewood Lane  
Canterwood Lane  
Cardinal Road  
Carmel Lane  
Carmer Street  
Carolina Avenue  
Carolina Street  
Carroll Street  
Carver Street  
Carver Street  
Carver Street  
Cashmere Lane  
Castle Ridge Road  
Catarina Lane  
Catarina Lane  
Cayenne Court  
Cedar Street  
Celadon Lane  
Celadon Lane  
Center Avenue  
Center Avenue  
Center Avenue  
Cerise Circle  
Change Street  
Chapman Street  
Chapman Street  
Charles Street  
Charles Street  
Charles Street  
Charles Street  
Charles Street  
Chattawka Lane  
Chattawka Lane  
Cherry Lane  
Cherry Tree Drive  
Cherry Tree Drive  
Chestnut Avenue

**Through Street**

Gables Road  
Savoy Drive  
Creekscape Crossing  
Austin Avenue  
Kinnakeet Lane  
Carver Street  
Amhurst Boulevard  
Oakdale Avenue  
McCarthy Boulevard  
Pine Valley Drive  
Cramer Drive  
Trent Road  
Moore Avenue  
Broad Street  
Beaufort Street  
Lincoln Street  
Washington Street  
Sienna Trail  
River Lane  
Austin Avenue  
Drew Avenue  
Peppercorn Road  
George Street  
Moss Bend  
Waterscape Way  
Eighth Street  
Ninth Street  
Simmons Street  
Creekscape Crossing  
Craven Street, on the east side  
Cedar Street  
Main Street  
Aycock Avenue  
Chestnut Avenue  
Hartford Avenue  
McKinley Avenue  
New Bern Avenue  
Neuse Boulevard  
Trent Boulevard  
Elizabeth Avenue  
Neuse Boulevard  
Sunset Road  
Oscar Drive



City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Christian Court  
Christopher Avenue  
Church Street  
Church Street  
Church Street  
Cinnamon Run  
Clark Avenue  
Clark Avenue  
Clark Avenue  
Clark Street  
Clark Street  
Clark Street  
Cleveland Street  
Club House Drive  
Clubhouse Turn  
Clubhouse Turn  
Cobb Street  
Cobb Street  
Cobblestone Alley  
Coley Lane  
College Court  
College Street  
College Street  
College Street  
College Street  
College Street  
College Street  
College Way  
Colony Drive  
Colony Drive  
Colony Drive  
Commerce Drive  
Commerce Drive  
Concord Street  
Concord Street  
Conner Grant Road  
Contentnea Avenue  
Contentnea Avenue  
Corena Drive  
Corena Drive  
Corinth Drive  
Counts Court  
Court Street  
Cove Harbor

**Through Street**

Midyette Avenue  
Queen Anne Lane  
Bryan Street  
Jones Street  
Norwood Street  
Bayberry Park Drive  
Lincoln Street  
Neuse Boulevard  
Washington Street  
Alabama Avenue  
Georgia Avenue  
Oaks Road  
Jefferson Avenue  
Greenbrier Parkway  
Church Hill Court  
Fairmount Way  
Carver Street  
Clark Avenue  
Waterscape Way  
Austin Avenue  
College Court  
Aycock Avenue  
Chestnut Avenue  
McKinley Avenue  
Moore Avenue  
New Bern Avenue  
Yarmouth Road  
Forest Park Drive  
Neuse Boulevard  
Racetrack Road  
McCarthy Boulevard  
Trent Road  
Colony Drive  
Elizabeth Avenue  
Old Airport Road  
Fayetteville Street  
National Avenue  
Rainmaker Drive  
Rainmaker Drive  
Shadow Brook Lane  
Yarmouth Road  
National Avenue  
Harbor Island Road



City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Coventry Court  
Crabtree Circle  
Craftsman Drive  
Craftsman Drive  
Cranberry Lane  
Craven Street  
Creekscape Crossing  
Creeside Drive  
Creeside Drive  
Creeping Phlox Drive  
Creeping Phlox Drive  
Crepe Myrtle Road  
Crescent Street  
Crimson Walk  
Crimson Walk  
Currituck Court  
Cutler Street  
Cypress Shores Drive  
Cypress Street  
Cypress Street  
Dail Street  
Dail Street  
Dail Street  
Daniels Street  
Daniels Street  
Daniels Street  
Dare Court  
Darst Street  
Darst Street  
Dartmouth Lane  
Davis Street  
Deerfoot Circle  
Delaney Way  
Delesa Court  
Delft Drive  
Denim Court  
Derby Court  
Derby Park Avenue  
Devers Avenue  
Devers Street  
Dillahunt Street  
Dillahunt Street  
Dillahunt Street

**Through Street**

Shoreview Drive  
Haywood Farms Road  
Bungalow Drive  
Savoy Drive  
Sienna Trail  
Queen Street  
Waterscape Way  
Meadow Court  
Morton Road  
Shadow Brook Lane  
Split Oak Way  
Towne Woods Drive  
North Craven Street  
Cinnamon Run  
Onyx Lane  
Trent Village Drive  
Watson Avenue  
Morton Road  
At intersection of West and F Streets  
George Street  
Alabama Avenue  
Florida Avenue  
Oaks Road  
Alabama Avenue  
Georgia Avenue  
Oaks Road  
Plymouth Drive  
Elm Street  
Queen Street  
Harvard Way  
Country Club Road  
Amhurst Boulevard  
Adell Lane  
Midyette Avenue  
Waterscape Way  
Sienna Trail  
Derby Park Avenue  
Racetrack Road  
Queen Anne Lane  
McArthur Avenue  
Carver Street  
Clark Avenue  
Washington Street

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Dixon Nursery Road  
Dixon Nursery Road  
Dogwood Drive  
Doral Court  
Dovefield Court  
Drew Avenue  
Duchess Court  
Duffy Street  
Duffy Street  
Dukes Court  
Dunn Street  
Dunn Street  
Durham Street  
Durham Street  
E Street  
E Street  
Earls Court  
East Front Street  
East Hightree Lane  
East Pleasant Hill Drive  
East Rose Street  
Eden Street  
Eden Street  
Edenton Street  
Edgecombe Street  
Edgewood Street  
Edgewood Street  
Educational Drive  
Edwards Way  
EF Thompsons Lane  
Eighth Street  
Eighth Street  
Eighth Street  
Eighth Street  
Elizabeth Avenue  
Elizabeth Avenue  
Elizabeth Avenue  
Elizabeth Avenue  
Ella Sofia Lane  
Ellington Street  
Ellington Street  
Ellington Street  
Ellington Street, on east side of Georgia Avenue

**Through Street**

Glenburnie Drive  
North First Avenue  
Simmons Street  
Pine Valley Drive  
Windy Trail  
Austin Avenue  
Yarmouth Road  
Alabama Avenue  
Oaks Road  
Yarmouth Road  
National Avenue  
North Craven Street  
Neuse Avenue  
Trent Avenue  
B Street  
C Street  
Yarmouth Road  
Queen Street  
Amhurst Boulevard  
NC Hwy 55  
Biddle Street  
Pollock Street  
South Front Street  
Neuse Avenue  
Woodland Avenue  
Benfield Avenue  
Phillips Avenue  
Simmons Street  
River Road  
Chestnut Avenue  
Dr. M L King Jr. Boulevard  
Seventh Street  
Spencer Avenue  
Trent Boulevard  
Amhurst Boulevard  
Karen Drive  
Racetrack Road  
Simmons Street  
Bettye Gresham Lane  
Alabama Avenue  
Oaks Road  
South Carolina Avenue  
Georgia Avenue and Ellington Street

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Elm Drive  
Elm Drive  
Elm Street  
Elm Street  
Elm Street  
Elm Street  
Elm Street  
Elm Street  
Elmwood Street  
Elmwood Street  
Elsmore Drive  
Elveden Road  
Emerson Street  
Emerson Street  
Emerson Street  
Emerson Street  
Emerson Street  
English Ivy Lane  
Eubanks Street  
Eubanks Street  
Eubanks Street  
Evans Mill Road  
Evans Street  
Fairfax Lane  
Fairmount Way  
Fairmount Way  
Fairways Seven Court  
Fairways West Court  
Fairways West Drive  
Fairways West Drive  
Fairways West Drive  
Fairwoods Lane  
Farrior Circle  
Fayetteville Street  
Felicity Lane  
Fieldgreen Circle  
Fifth Street  
Fifth Street  
Firestone Court  
First Avenue  
Fleet Street  
Fleet Street  
Florida Avenue  
Florida Avenue

**Through Street**

Country Club Road  
Oak Drive  
First Avenue  
Miller Street  
Roundtree Street  
Second Avenue  
Third Avenue  
West Street  
Colonial Place  
Fifth Street  
Bandon Drive  
Yarmouth Road  
Aycock Avenue  
Chestnut Avenue  
McKinley Avenue  
New Bern Avenue  
Pembroke Avenue  
Forest Park Drive  
Booms Alley  
Main Street, on north side  
Sampson Street  
Old Airport Road  
Country Club Road  
Elizabeth Avenue  
Elizabeth Avenue  
Saratoga Lane  
Fairways West Drive  
Fairways West Drive  
Club House Drive  
Fairways West Drive  
Pinetree Drive  
Country Club Road  
Neuse Avenue  
Sellhorn Boulevard  
Haywood Farms Road  
Trent Boulevard  
Tryon Road  
Pine Valley Drive  
Broad Street  
Broad Street  
Queen Street  
Beech Street  
Ellington Street

City of New Bern - Stop Intersections  
City Code Section 70-99

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**Stop Street**

Forbes Alley  
Forest Park Drive  
Forest Park Drive  
Forest Street  
Forest Street, southeast bound  
Fort Totten Drive  
Fort Totten Drive  
Fort Totten Drive  
Fourth Street  
Fourth Street  
Fourth Street  
Fowlers Lane  
Fowlers Lane  
Friburg Road  
Friendly Avenue  
G Street  
G Street  
Gables Road  
Gables Road  
Garden Center Lane  
Gaston Boulevard  
General Branch Drive  
Geneva Court  
Gladiola Drive  
Glenbrook Lane  
Glenburnie Drive  
Glenwood Avenue  
Glenwood Avenue  
Goldsboro Street  
Goldsboro Street  
Grace Avenue  
Grace Avenue  
Grace Avenue  
Grace Avenue  
Grace Street  
Grace Street  
Grace Street  
Grace Street  
Granville Court  
Grave Street  
Grave Street  
Grave Street  
Grave Street

**Through Street**

Broad Street  
Colony Drive  
Elizabeth Avenue  
Henderson Avenue  
Griffin Avenue  
McArthur Avenue  
Queen Anne Lane  
Trent Boulevard  
Park Avenue  
Rhem Avenue  
Spencer Avenue  
F Street  
G Street  
Taberna Way  
Trent Road  
Biddle Street  
K Street  
Gables Road (Loop section)  
West Thurman Road  
Red Robin Lane  
Neuse Boulevard  
Weathersby Drive  
Geneva Road  
Forest Park Drive  
Brookshire Drive  
Oaks Road  
Cherry Lane  
Longview Drive  
Garden Street  
Jarvis Street  
Eighth Street  
Pinetree Drive  
Simmons Street  
Simmons Street  
East Rose Street  
Garden Street  
Jarvis Street  
Myrtle Avenue  
Trent Village Drive  
Aycock Avenue  
Hartford Avenue  
McKinley Avenue  
New Bern Avenue



City of New Bern - Stop Intersections  
City Code Section 70-99

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**Stop Street**

Green Park Terrace  
Green Street  
Green Street  
Green Street  
Greenbrier Court  
Greensboro Street  
Greensboro Street  
Greensboro Street  
Griffin Avenue  
Griffin Avenue  
Griffin Avenue  
Guilford Court  
Guion Street  
Guion Street  
H Street  
H Street  
Haley Ray Lane  
Haley Ray Lane  
Halifax Circle, eastern end  
Halifax Circle, western end  
Hancock Street  
Hancock Street  
Harbor Drive  
Harbor Island Road  
Hardee Farms Drive  
Harkers Way  
Harkers Way  
Harrison Street  
Hartford Avenue  
Hartford Avenue  
Hartford Avenue  
Harvard Way  
Hatties Lane  
Hatties Lane  
Hawks Pond Road  
Haywood Farms Road  
Hazel Avenue  
  
Hazel Avenue  
Health Drive  
Heather Court  
Helen Avenue

**Through Street**

Clark Avenue  
K Street  
Main Street, on south side  
Sampson Street  
Greenbrier Parkway  
Contentnea Avenue  
Neuse Avenue  
Trent Avenue  
Meadows Street  
Ninth Street  
Simmons Street  
Trent Village Drive  
George Street  
North Craven Street  
Biddle Street  
K Street  
Catarina Lane  
West Thurman Road  
Roanoke Avenue  
Roanoke Avenue  
Queen Street  
South Front Street  
Oaks Road  
Batts Hill Road  
Bettye Gresham Lane  
Reunion Pointe Lane  
Waterscape Way  
Grace Street  
Country Club Road  
Lowell Street  
Wake Street  
South Glenburnie Road  
Cedar Street  
Elm Street  
Batts Hill Road  
Greenleaf Cemetary Road  
At its intersection with Dogwood Road  
Extension to the end that northbound  
traffic on Hazel Avenue shall be required  
Neuse Boulevard  
Neuse Boulevard  
Cashmere Lane  
Neuse Boulevard



City of New Bern - Stop Intersections  
City Code Section 70-99

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Stop Street

Helen Avenue  
Henderson Avenue  
Henderson Avenue  
Henderson Avenue  
Henderson Avenue  
Henna Place  
Heritage Drive  
Hidden Drive  
Hidden Harbor Drive  
High School Drive  
High School Drive  
Highland Avenue  
Hightree Lane  
Hillmont Road  
Holly Street  
Holly Street  
Homestead Drive  
Homestead Drive  
Honeycutt Court  
Honeycutt Court  
Horgen Court  
Horseshoe Road  
Hotel Drive  
Howard Street  
Howard Street  
Hunter Road  
I Street  
Indigo Lane  
Inge Court  
Innisbrook Court  
Innisbrook Lane  
Inverness Court  
Ivy Court  
Jackson Street  
Jade Court  
Jamestown Court  
Jarvis Street  
Jarvis Street  
Jenny Lisa Lane  
Jimmies Creek Drive  
Joan Court  
John Willis Road  
John Willis Road

Through Street

Opal Street  
Eighth Street  
Meadows Street  
Ninth Street  
Simmons Street  
Sienna Trail  
Kimberly Road  
Tram Road  
Country Club Road  
Meadows Street  
Simmons Street  
Madison Avenue  
Amhurst Boulevard  
NC Hwy 55  
Alabama Avenue  
Oaks Road  
Edwards Way  
River Road  
Heckathorne Drive  
Neuse Boulevard  
Montreux Lane  
Morton Road  
Trent Road  
Cypress Street  
Queen Street  
Trent Road  
Main Street  
Waterscape Way  
Sellhorn Boulevard  
Innisbrook Lane  
Clubhouse Drive  
Laurel Valley Drive  
Moss Bend  
Franklin Avenue  
Spring Green Pass  
Colony Drive  
Biddle Street  
East Rose Street  
Rennys Creek Drive  
Yarmouth Road  
Odham Lane  
Drew Avenue  
Haley Ray Lane

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Johnson Street  
Johnston Lane  
Jones Street  
Joshua Norman Drive  
Judge Manly Drive  
Julia Clay Street  
Jura Court  
K Street  
K Street  
Kaitlyn Lane  
Karen Drive  
Karen Street  
Karen Street  
Kennedy Avenue  
Kensington Park Drive  
Kilmarnock Street  
Kimberly Road  
King Street  
Kings Way  
Kingsmill Court  
Kinston Street  
Kinston Street  
Kinston Street  
Knights Court  
Kriens Court  
LaGrange Street  
LaGrange Street  
LaGrange Street  
Lake Pointe Road  
Lakeshore Drive  
Lancewood Court  
Lancy Lane  
Landscape Drive  
Lapis Court  
Lark Street  
Lark Street  
Lathams Battery  
Laura Lane  
Laura Lane  
Laurel Street  
Laurel Street  
Laurel Street  
Laurel Street

**Through Street**

Queen Street  
Old Airport Road  
Walt Bellamy Drive  
Conner Grant Road  
Brices Crossing Boulevard  
North Bern Street  
Mellen Road  
F Street  
Main Street  
Towne Woods Drive  
Neuse Boulevard  
Midyette Avenue  
Pinecrest Avenue  
Neuse Boulevard  
Neuse Boulevard  
Broad Street  
Simmons Street  
Craven Street  
Elizabeth Avenue  
Clubhouse Drive  
East Rose Street  
Garden Street  
Jarvis Street  
Yarmouth Road  
Emmen Road  
East Rose Street  
Garden Street  
Jarvis Street  
Tram Road  
Horseshoe Road  
Monterey Circle  
Lugano Road  
Old Airport Road  
Indigo Lane  
Lincoln Street  
Washington Street  
Weathersby Drive  
Monterey Circle  
Pinetree Drive  
Dogwood Drive  
Kimberly Road  
North Hills Drive  
Oaks Road

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Laurel Valley Drive  
Lavenham Road  
Lavenham Road  
Lawson Street  
Lawson Street  
Leaf Court  
Lee's Avenue  
Lee's Avenue  
Lee's Avenue  
Lefringhouse Lane  
Lefringhouse Lane  
Lefty Court  
Liberty Street  
Liberty Street  
Lichen Lane  
Liestal Lane  
Lincoln Street  
Linden Street  
Lipmans Alley  
Loblolly Lane  
Loblolly Lane  
Longview Drive  
Longview Drive  
Lookout Lane  
Lori Drive  
Lori Drive  
Louisiana Avenue  
Lowell Street  
Lowe's Boulevard  
Lucerne Way  
Lugano Road  
Lynn Street  
Macon Court  
Macy Court  
Magnolia Drive  
Main Street  
Manning Road  
Manteo Court  
Margaret Court  
Marion Drive  
Martin Drive  
Mason Circle  
McArthur Avenue

**Through Street**

Pine Valley Drive  
Norwich Road  
Oxford Lane  
Church Street  
Walt Bellamy Drive  
Creekscape Crossing  
F Street  
Main Street  
Sampson Street  
Ella Sofia Lane  
Hardee Farms Drive  
Hardee Farms Drive  
Pollock Street  
Walt Bellamy Drive  
Creekscape Crossing  
Lugano Road  
Williams Street  
East Front Street  
Chapman Street  
Elizabeth Avenue  
Forest Park Drive  
Elizabeth Avenue  
Neuse Boulevard  
Evans Mill Road  
Elizabeth Avenue  
Pinetree Drive  
Clark Street  
Moore Avenue  
Trent Road  
Fort Totten Drive  
Emmen Road  
Elizabeth Avenue  
Trent Village Drive  
Austin Avenue  
Madison Avenue  
George Street  
Elizabeth Avenue  
Halifax Circle  
Wind Hill Court  
Brices Creek Road  
South Glenburnie Road  
Magnolia Drive  
Queen Anne Lane

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

McKinley Avenue  
McKinley Avenue  
Meadow Court Drive  
Meadows Street  
Meadows Street  
Meadows Street  
Meadowview Drive  
Mechanic Street  
Mechanic Street  
Mechanic Street  
Mechanic Street  
Medical Park Avenue  
Mellen Road  
Mellen Road  
Meridian Court  
Merriwood Court  
Metcalf Street  
Metcalf Street  
Middle Street  
Middle Street  
Midyette Avenue  
Miller Street  
Miller Street  
Miller Street  
Mitchell Circle  
Mockingbird Lane  
Monroe Drive  
Monroe Drive  
Montreux Lane  
Moore Avenue  
Morton Road  
Moses Griffin Lane  
Moss Bend  
Mourning Dove Trail  
Mulligan Court  
Murdock Way  
Murl Lane  
Murl Lane  
Murray Street  
Murray Street  
Myrtle Avenue  
Myrtle Avenue  
Nathan Tisdale Lane

**Through Street**

Country Club Road  
Sycamore Street  
Morton Road  
Dr. M L King Jr. Boulevard  
Simmons Street  
Trent Boulevard  
Bray Avenue  
East Rose Street  
Garden Street  
Jarvis Street  
Myrtle Avenue  
Wellons Boulevard  
Mellen Court  
Taberna Circle  
Pine Valley Drive  
Brookshire Drive  
Broad Street  
Queen Street  
Craven Street  
Broad Street  
Neuse Boulevard  
Booms Alley  
Broad Street  
Cedar Street  
Horseshoe Road  
Red Robin Lane  
Madison Avenue  
Magnolia Drive  
Reinach Lane  
Country Club Road  
Trent Road  
Tomlinson Boulevard  
Celadon Lane  
Oaks Road  
Pine Valley Drive  
Woolard Trail  
Friburg Road  
Teufen Road  
Cedar Street  
Main Street, on north side  
Biddle Street  
Goldsboro Street  
Tomlinson Boulevard



City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

Stop Street

National Court Drive  
National Court Drive  
Neely Street  
Nelson Street  
Nelson Street  
Neuchatel Road  
Neuse Avenue  
Neuse Landing Drive  
New Bern Avenue  
New Bern Avenue  
New Bern Avenue  
New Street  
New Street  
New Street  
Newman Road  
Newman Road  
Newsome Drive  
Newton Drive  
Newton Drive  
Ninth Street  
Ninth Street  
Ninth Street  
Nordhoff Street  
North Avenue  
North Bern Street  
North Craven Street  
North First Avenue  
North Grace Avenue  
North Hills Court  
North Hills Drive  
North Pasteur Street  
North Second Avenue  
North Cool Avenue  
North Cool Avenue  
Norwich Court  
Norwood Street  
Norwood Street  
Norwood Street  
Neuchâtel Court  
Nunn Street  
Nydegg Court  
Nydegg Road  
Nyon Court

Through Street

Cutler Street  
National Avenue  
Evans Street  
Aycock Avenue  
Moore Avenue  
Taberna Way  
National Avenue  
North Glenburnie Road  
Pearson Street  
Stimpson Street  
Sycamore Street  
Craven Street, on the west side  
East Front Street, on the west side  
Queen Street  
McCarthy Boulevard  
New Bern Mall  
Country Club Road  
Simmons Street  
Tatum Drive  
Grace Avenue  
Spencer Avenue  
Trent Boulevard  
Woolard Trail  
North Craven Street  
Bern Street  
Queen Street  
Oaks Road  
Grace Avenue  
North Hills Drive  
Simmons Street  
Dunn Street  
Oaks Road  
Cypress Street  
Queen Street  
Norwich Road  
Pollock Street  
Pollock Street  
Walt Bellamy Drive  
Neuchatel Road  
Cypress Street  
Taberna Circle  
Taberna Circle  
Nyon Road



City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

**Stop Street**

Nyon Road  
Oak Drive  
Oak Hill Lane  
Oak Street  
Oakdale Avenue  
Oakland Avenue  
Oakmont Circle  
Oakmont Circle  
Oakwood Avenue  
Odham Lane  
Old Airport Road  
Old Airport Road  
Olde Towne Place  
Onslow Court  
Opal Street  
Oscar Drive  
Oscar Drive  
Oxford Lane  
Oxford Lane  
Pasteur Street  
Pavie Avenue  
Pavie Avenue  
Pavie Avenue  
Peach Tree Lane  
Pearson Street  
Pearson Street  
Pearson Street  
Pearson Street  
Pearson Street  
Pecan Court  
Pella Lane  
Pembroke Avenue  
Pembroke Avenue  
Penn Street  
Penn Street  
Penn Street  
Penn Street  
Pennyroyal Court  
Pennyroyal Road  
Pennyroyal Road  
Pennyroyal Road, northeast bound  
Pennyroyal Road, southwest bound  
Peppercorn Court

**Through Street**

Geneva Road  
Country Club Road  
Laurel Valley Drive  
Cedar Street  
Oakdale Avenue  
South Glenburnie Road  
Laurel Valley Drive  
Southern Hills Drive  
Christopher Avenue  
Savoy Drive  
Taberna Circle  
Taberna Way  
Batts Hill Road  
Plymouth Drive  
Hazel Avenue  
Pembroke Avenue  
Pembroke Avenue  
Norwich Road  
Yarmouth Road  
Queen Street  
Cedar Street  
Main Street  
Sampson Street  
Haywood Farms Road  
Aycock Avenue  
Chestnut Avenue  
EF Thompkins Lane  
Hartford Avenue  
McKinley Avenue  
Jimmies Creek Drive  
Corinth Drive  
College Street  
Country Club Road  
Aycock Avenue  
Hartford Avenue  
Moore Avenue  
New Bern Avenue  
Pennyroyal Road  
Coriander Drive  
Peppercorn Road  
Greenbrier Parkway  
Greenbrier Parkway  
Peppercorn Road

City of New Bern - Stop Intersections  
City Code Section 70-99

RED-LINED COPY

Stop Street

Periwinkle Place  
Periwinkle Place  
Phillips Avenue  
Pinecrest Avenue  
Pinehurst Drive  
Pineneedle Place  
Pinetree Drive  
Plymouth Drive  
Plymouth Drive  
Pollock Street  
Pollock Street  
Poplar Street  
Poplar Street  
Powell Street  
Powell Street  
Preakness Place  
Princess Street  
Princess Street  
Professional Drive  
Professional Drive  
Queen Anne Lane  
Queen Anne Lane  
Queen Street  
Queen Street  
~~Queen Street~~  
Queens Court  
Racetrack Road  
Rail Court  
Rainmaker Drive  
Rainmaker Drive  
Raleigh Street  
Raleigh Street  
Raleigh Street  
Raleigh Street  
Red Hill Way  
Red Hill Way  
Red Oak Drive  
Red Oak Lane  
Red Robin Lane  
Reinach Lane  
Reizenstein Street  
Reizenstein Street  
Rennys Creek Drive

Through Street

Periwinkle Court  
Waterscape Way  
Neuse Boulevard  
Neuse Boulevard  
Carmel Lane  
Creekscape Crossing  
Amhurst Boulevard  
Colony Drive  
Roanoke Avenue  
East Front Street  
Hancock Street  
Alabama Avenue  
Oaks Road  
Midyette Avenue  
Pinecrest Avenue  
Derby Park Avenue  
Pollock Street  
Queen Street  
Neuse Boulevard  
Tatum Drive  
Neuse Boulevard  
Trent Boulevard  
East Front Street  
First Street  
~~George Street~~  
Thorpe-Abbott's Lane/Norwich Road  
Neuse Boulevard  
Eighth Street  
Corena Drive  
Washington Post Road  
East Rose Street  
Garden Street  
Jarvis Street  
Myrtle Avenue  
Bosch Boulevard  
New Bern Bypass  
Colony Drive  
Forest Park Drive  
Trent Road  
Emmen Road  
Darst Avenue  
Roundtree Street  
Glenburnie Drive

City of New Bern - Stop Intersections  
City Code Section 70-99

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**Stop Street**

Reunion Pointe Lane  
Reunion Pointe Lane  
Rhem Avenue  
Rhem Avenue

Rhem Street  
Richmond Court  
Riverside Drive  
Riviera Court  
Roanoke Avenue  
Roanoke Avenue  
Robbie Lane  
Rosemary Road  
Rosemary Road  
Ruth Avenue  
Sage Close  
Saint Gallen Court  
Salvo Drive  
Sampson Street  
Sandy Point Road  
Sarah Circle  
Saratoga Lane  
Sardis Lane  
Sardis Lane  
Scamozzi Drive  
Scamozzi Drive  
Seabiscuit Lane  
Seafoam Court  
Second Avenue  
Second Street  
Second Street  
Second Street  
Second Street  
Sellhorn Boulevard  
Seventh Street  
Seventh Street  
Seventh Street  
Shadow Brook Lane  
Shadow Brook Lane  
Sherwood Avenue  
Shinnecock Court  
Shinnecock Drive

**Through Street**

Reunion Pointe Lane  
Waterscape Way  
Trent Boulevard, at its west end  
Trent Boulevard, near its east end (at the point at which eastbound traffic enters Trent Boulevard)  
Country Club Road  
Trent Village Drive  
Bernhurst Road  
Pine Valley Drive  
Colony Drive  
South Glenburnie Road  
Conner Grant Road  
Coriander Drive  
Greenbrier Parkway  
Cutler Street  
Waterscape Way  
Taberna Way  
Fishing Creek Drive  
West Street  
Riverside Drive  
Hawks Pond Road  
Derby Park Avenue  
Scamozzi Drive  
Shadow Brook Lane  
Corinth Drive  
Pella Lane  
Gables Road  
Sienna Trail  
Cedar Street  
Park Avenue  
Rhem Avenue  
Spencer Avenue  
Trent Boulevard  
Old Airport Road  
Park Avenue  
Rhem Avenue  
Trent Boulevard  
Myrtle Grove Road  
Trent Creek Road  
Longview Drive  
Club House Drive  
Club House Drive

City of New Bern - Stop Intersections  
City Code Section 70-99

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**Stop Street**

Shinnecock Drive  
Shoreview Drive  
Shoreview Drive  
Sienna Place  
Sienna Trail  
Simmons Street  
Sir James Lane  
Sixth Street  
Sixth Street  
Skinner Court  
Skinner Court  
South Carolina Avenue  
South Front Street  
South Front Street  
South Jimmies Creek Drive  
South Jimmies Creek Drive  
Southern Hills Drive  
Sparta Way  
Sparta Way  
Spencer Avenue  
Spencer Avenue  
Spencer Avenue  
Spring Green Pass  
Spruce Court  
St Andrews Circle  
St John Street  
St John Street  
St Paul Street  
St Paul Street  
St Paul Street  
Stallings Parkway  
Stallings Parkway  
Stewart Boulevard  
Stewart Boulevard  
Stimpson Street  
Stimpson Street  
Stimpson Street  
Stonewall Circle  
Stoneyhill Trail  
Sunrise Way  
Sunset Road  
Sunset Road  
Sursee Court

**Through Street**

Pine Valley Drive  
Marion Drive  
Marion Drive  
Waterscape Way  
Waterscape Way  
Oaks Road  
Tyler Rhyne Trail  
Rhem Avenue  
Spencer Avenue  
Beech Street  
Harbor Drive  
Harbor Drive  
Eden Street  
Metcalf Street  
Dr. M L King Jr. Boulevard  
Jimmies Creek Drive  
Laurel Valley Drive  
Corinth Drive  
Pella Lane  
First Street  
Simmons Street  
Trent Boulevard  
Waterscape Way  
Red Oak Drive  
Pine Valley Drive  
McKinley Avenue  
New Bern Avenue  
Chestnut Avenue  
McKinley Avenue  
Pembroke Avenue  
Neuse Boulevard  
West High Street  
Trent Boulevard  
Wilson Street  
Aycock Avenue  
Chestnut Avenue  
Moore Avenue  
Old Airport Road  
Neuse Boulevard  
Windy Trail  
Cherrytree Drive  
Elizabeth Avenue  
Emmen Road



City of New Bern - Stop Intersections  
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**Stop Street**

Sutton's Alley  
Sweet Briar Court  
Sycamore Street  
Sycamore Street  
Sycamore Street  
Taberna Circle  
Taberna Way  
Tanglewood Court  
Tarragon Court  
Tatum Drive  
Tatum Drive  
Tatum Drive  
Taylor Street  
Taylor Street  
Tessie Trail  
Tessie Trail  
Teufen Road  
Thatcher Court  
Third Street  
Third Street  
Thomas Avenue  
Thorpe-Abbott's Lane  
Thyme Court  
Ticino Road  
Ticino Road  
Tina Court  
Tobiano Drive  
Tobiano Drive  
Token Court  
Tomlinson Boulevard  
Towne Woods Drive  
Tram Road  
Traveller Lane  
Trent Avenue, both sides  
Trent Street  
Trent Street  
Trent Street  
Trent Village Drive  
Trolley Court  
Tryon Road  
Tryon Road  
Tryon Road (north)  
Tryon Road (north)

**Through Street**

Queen Street  
Meadowview Drive  
Aycock Avenue  
Chestnut Avenue  
Moore Avenue  
Taberna Way  
Emmen Road  
Pine Valley Drive  
Basil Drive  
deGraffenried Avenue  
High School Drive  
Meadows Street  
Midyette Avenue  
Pinecrest Avenue  
Hardee Farms Drive  
Weathersby Drive  
Taberna Way  
Austin Avenue  
Rhem Avenue  
Trent Boulevard  
Longview Drive  
Yarmouth Road  
Basil Drive  
Taberna Circle  
Ticino Court  
Walter Drive  
Derby Park Avenue  
Elizabeth Avenue  
Seventh Street  
Academic Drive  
Country Club Road  
Batts Hill Road  
Gables Road  
Fayetteville Street  
Chestnut Avenue  
McKinley Avenue  
Pembroke Avenue  
Trent Road  
Seventh Street  
Fort Totten Drive  
Jefferson Avenue  
Lucerne Way (south)  
Tryon Road (south)



**City of New Bern - Stop Intersections**  
**City Code Section 70-99**

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**Stop Street**

Turtle Bay Drive  
Tuscan Lane  
Tuscan Lane  
Tyler Rhyne Trail  
Underwriter Lane  
Unnamed short one-way street connecting Trent  
Boulevard to Chattawka Lane in a northwest direction  
Uster Court  
Valais Court  
Vaud Court  
Vineyard Drive  
Viridian Trace  
Wake Street  
Wake Street  
Wake Street  
Wake Street  
Walden Court  
Walden Road  
Walden Road  
Walt Bellamy Drive  
Walt Bellamy Drive  
Walter Drive  
Walter Drive  
Walton Drive  
Washington Court  
Washington Street  
Waterleaf Pointe  
Waters Street  
Waters Street  
Waterscape Way  
Weathersby Drive  
Weathersby Drive  
Wellon Boulevard  
Wellons Boulevard  
Wesley Drive  
West High Street  
West High Street  
West Hightree Lane  
West Pleasant Hill Drive  
West Street  
West Thurman Road  
West Thurman Road  
Westover Lane

**Through Street**

Batts Hill Road  
Attmore Drive  
North Glenburnie Road  
Old Airport Road  
Judge Manly Drive  
Chattawka Lane  
  
Neuchatel Road  
Neuchatel Road  
Emmen Road  
Chelsea Road  
Creekscape Crossing  
Aycock Avenue  
Chestnut Avenue  
McKinley Avenue  
Moore Avenue  
Walden Road  
Mellen Road  
Taberna Circle  
First Street  
Fleet Street  
General Branch Drive  
Tesie Trail  
Craftsman Drive  
Washington Street  
Hazel Avenue  
Landscape Drive  
Helen Avenue  
Willow Tree Street  
Wilcox Road  
Bettye Gresham Lane  
Brices Crossing Boulevard  
Newman Road  
McCarthy Boulevard  
Oakdale Avenue  
Benfield Avenue  
Phillips Avenue  
Amhurst Boulevard  
NC Hwy 55  
Queen Street  
Old Airport Road  
Waterscape Way  
Dickinson Court

**City of New Bern - Stop Intersections**  
**City Code Section 70-99**

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**Stop Street**

Westover Lane  
Westwood Court  
White Ash Lane  
White Street  
White Street  
Williams Street  
Williams Street  
Williams Street  
Williams Street  
Williams Street  
Willow Tree Street  
Wilmington Street  
Wilmington Street  
Wilmington Street  
Windy Trail traveling in a westerly direction  
Windy Trail traveling in an easterly direction  
Winged Foot Court  
Woodland Avenue  
Woodland Avenue  
Woodland Avenue  
Woodland Avenue  
Woodvine Court  
Yadkin Court  
Yarmouth Road (at its terminus)  
York Court  
York Street  
Zurich Place

**Through Street**

Lori Drive  
Elsmore Drive  
Elizabeth Avenue  
Bern Street  
North Bern Street  
East Rose Street  
Garden Street  
Harrison Street  
Jarvis Street  
Myrtle Avenue  
Opal Street  
Contentnea Avenue  
Neuse Avenue  
Trent Avenue  
Windy Trail traveling north and south  
Windy Trail traveling north and south  
Shinnecock Drive  
Meadows Street  
North Grace Avenue  
Pinetree Drive  
Simmons Street  
Forest Park Drive  
Trent Village Drive  
Yarmouth Road  
York Street  
Concord Street  
Hidden Harbor Drive

**Revision Dates:**

8/1/2018     Park Ave. intersection removed and added to section 70-104 three-way and four-way stop intersections  
7/9/2019     Removed: Cedar at West; Main at West; Main at Bern; Cypress at Bern  
               Added Cerar & West; Main & West; Main & Bern, Cypress & Bern to four way intersections  
10/13/2020     Removed: Nunn Street at Main Street  
2/28/2023     George St. & Queen St. intersection removed and added to section 70-104 three-way-four-way stop intersections



## George St. and Queen St. 4-Way Stop

George Chiles, Director  
Public Works Department  
February 2023

1



Intersection of George St. and Queen St



2



**NEW BERN**

NORTH CAROLINA

Traveling East on Queen St

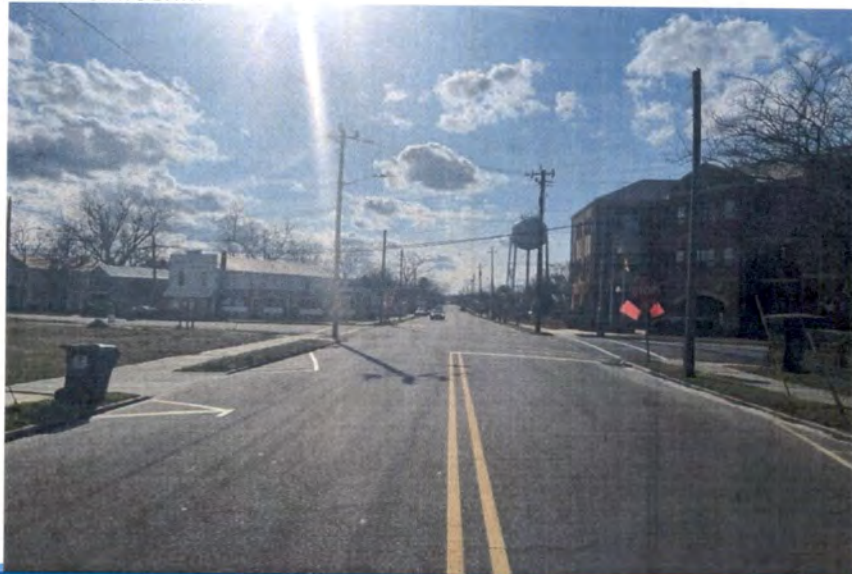


3

**NEW BERN**

NORTH CAROLINA

Traveling West on Queen St



4

**NEW BERN**  
NORTH CAROLINA

Traveling North on George St.



5

**NEW BERN**  
NORTH CAROLINA

Traveling South on George St.



6



## George Chiles

---

**From:** Patrick Gallagher  
**Sent:** Thursday, December 8, 2022 2:45 PM  
**To:** Foster Hughes  
**Cc:** Marvin Williams; George Chiles  
**Subject:** 4 way stop George Street and Queen Street

Foster, good afternoon. Over the course of the past 21 months, I have had occasion to hear near miss crashes at the intersection of George Street and Queen Street from my office window. This is a common outcome and one that has resulted in at least 5 reportable crashes (see diagrams below). The root cause of these crashes (4 out of 5) has been a failure of motorist driving on Queen Street to adhere to the stop sign. The intersection is not a typical 90 degree/4 way stop. The visibility of competing traffic is hampered by the angle of this intersection. In my review of this intersection and the potential for future crashes, I would recommend abating the problems by implementing a 4way stop. This would require the implementation of stop signs on George Street (both directions). Note, I do not have any data on the rationale for any of the changes made at this intersection of the past many years. In addition, at this time, the City of New Bern has not conducted a traffic study of this intersection to determine the best course of action. My recommendation is limited to my own personal and professional opinion. I have shared this information with our Public Works division for their situational awareness and possible feedback.

There have been several changes over the many years involving this intersection. At one point, this intersection had a stop light. At another time, there was a 4-way stop (controlled by stop signs on all corners. For reasons I do not know, there was even a 2-way stop with the stop signs controlling traffic on George Street (not Queen Street).

Although the number of actual crashes at this intersection is limited to only 5 in a 24-month period, the number of near misses is a concern. The implementation of a 4-way stop intersection at this location would mitigate these issues, without adversely impacting drivers on George Street. In addition, this would be the most cost-effective way to address the matter.

Chief Gallagher



June 27, 2020

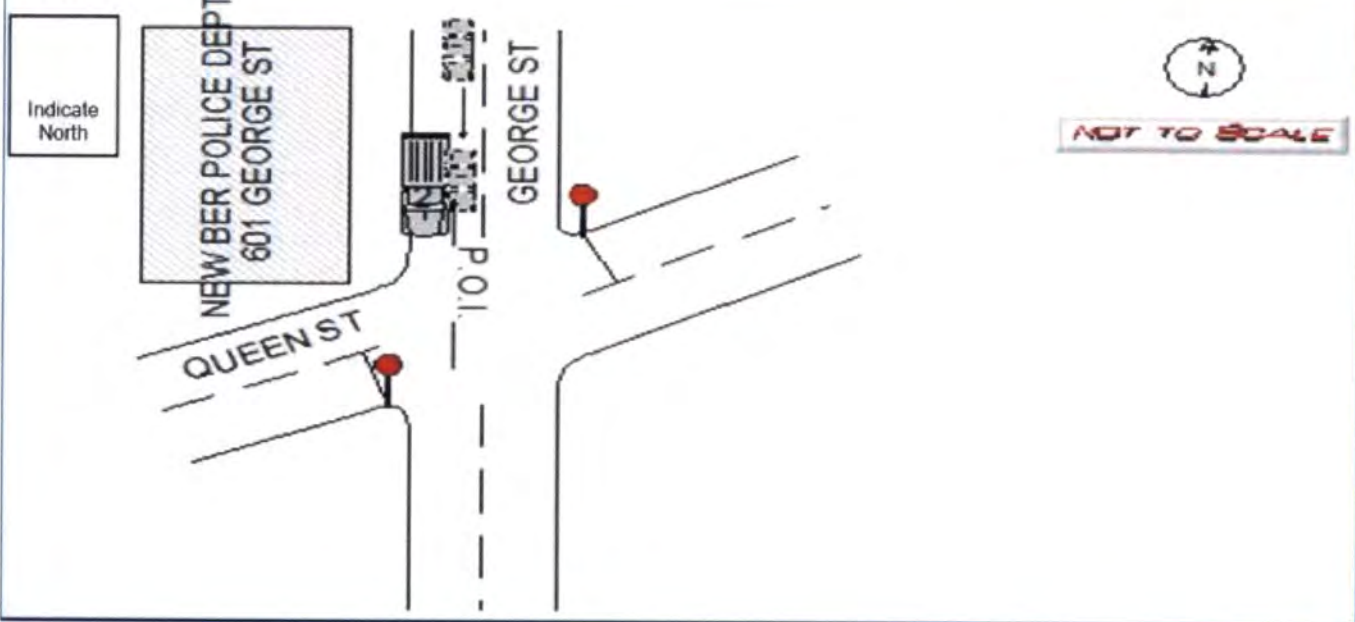


84 DIAGRAM



March 23, 2022

84 DIAGRAM

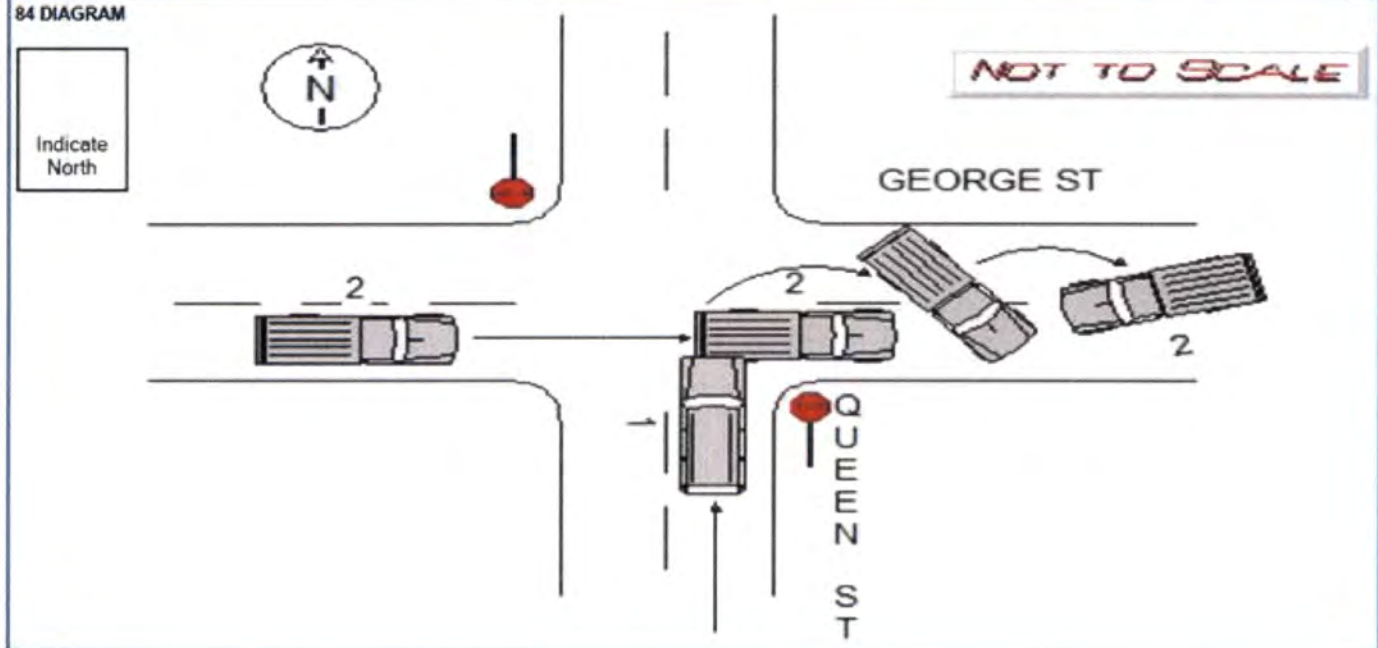


August 19, 2021

Indicate North

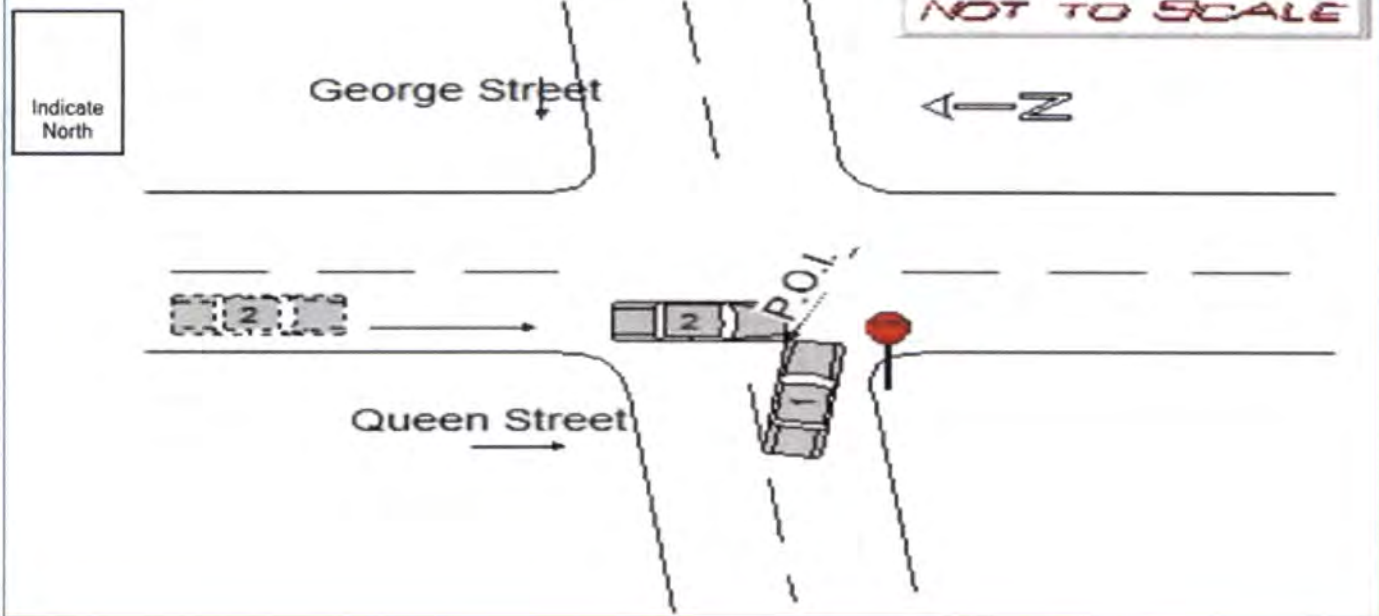


84 DIAGRAM



4

84 DIAGRAM



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