

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 13, 2024 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Odham. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.
4. Request and Petition of Citizens.

Consent Agenda

5. Consider Adopting a Resolution to Close Specific Streets for the 2024 Christmas Parade.
6. Consider Adopting a Resolution to Close Specific Streets for Thanksgiving in October.
7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 513 First Avenue.
8. Approve Minutes.

9. Update on the Inaugural Season of the New Bern South Paws.
10. Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 201 South Glenburnie Road from C-4 Neighborhood Business District to I-1 Industrial.
11. Consider Adopting a Memorandum of Understanding with the Jacksonville Police Department for Use of the National Integrated Ballistic Information Network.
12. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Law Enforcement Liaison.
13. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Overtime.
14. Acceptance of Tax Collector's Annual Settlement for Tax Year 2023.
15. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.

16. Consider Adopting an Ordinance to Amend the Resiliency & Hazard Mitigation Plan Grant Project Fund.
17. Consider Adopting a Budget Ordinance Amendment for FY2025.
18. Appointment(s).
19. Attorney's Report.
20. City Manager's Report.
21. New Business.
22. Closed Session.
23. Adjourn.

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



NEW BERN
CITY OF NEW BERN

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

Aldermen

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
Date: August 07, 2024
Re: August 13, 2024 Agenda Explanations

- 1. Meeting opened by Mayor Jeffrey T. Odham. Prayer coordinated by Alderman Aster. Pledge of Allegiance.**
- 2. Roll Call.**
- 3. Approve Agenda.**
- 4. Request and Petition of Citizens.**

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

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

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

Consent Agenda

5. Consider Adopting a Resolution to Close Specific Streets for the 2024 Christmas Parade.

(Ward 1) The annual Christmas parade historically has been organized by the Craven County Jaycees. Last year, the organization was unresponsive, and the City assumed the role of coordinating the 2023 event. Since no other organization or group has expressed interest in this event, Parks and Recreation will again coordinate the parade with the Board's approval. The department seeks to close the 300 block of George Street, 200-600 blocks of Pollock Street, and 300 block of East Front Street to vehicular traffic from 9:30 a.m. until 1 p.m. on December 07, 2024, along with the 400-800 blocks of George Street from 8 a.m. until 1 p.m. A memo from Kari Warren, Director of Parks and Recreation, is attached.

6. Consider Adopting a Resolution to Close Specific Streets for Thanksgiving in October.

(Ward 1) Fred Godette, resident of 404 Ninth Street, has requested the 400 block of Ninth Street be closed for a Thanksgiving Dinner in October. The closure will take place on October 12, 2024 from 2 p.m. until 6 p.m. A rain date is not requested. A memo from Mrs. Warren is attached.

7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 513 First Avenue.

(Ward 2) Nikkel Reeves has submitted a bid of \$2,700 for the purchase of 513 First Avenue. The property is a vacant 0.074-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in April of 2013 through tax foreclosure. A copy of the offer, tax card, map and pictures of the property are attached along with a memo from Brenda Blanco, City Clerk.

8. Approve Minutes.

Draft minutes from the June 11, 2024 regular meeting, June 25, 2024 work session and regular meeting, July 09, 2024 regular meeting, July 23, 2024 regular meeting, and August 02, 2024 special meeting are provided for review and approval.

9. Update on the Inaugural Season of the New Bern South Paws.

A representative with New Bern South Paws will be in attendance to report on the team's inaugural season.

10. Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 201 South Glenburnie Road from C-4 Neighborhood Business District to I-1 Industrial.

(Ward 5) Sean Corcoran submitted an application to rezone 201 S. Glenburnie Road from C-4 commercial to I-1 industrial. The property is approximately 0.85 acres and is located on the southeast side of Glenburnie Road near the intersection of South Glenburnie Road and Windy Hill Court. The Planning and Zoning Board voted unanimously to approve the request at its meeting on June 20, 2024. After conducting a public hearing, the Board is asked to consider the rezoning request. A memo from Robert Gough, Assistant Director of Development Services, is attached.

11. Consider Adopting a Memorandum of Understanding with the Jacksonville Police Department for Use of the National Integrated Ballistic Information Network.

The National Integrated Ballistic Information Network ("NIBIN") is a state-of-the-art program that is utilized by law enforcement agencies nationwide to solve and prevent firearm-related crimes. The tool provides quick and efficient upload of shell-casing ballistic evidence obtained in firearm investigations. NBPD currently relies on the state lab for this function, which takes weeks to process. The Jacksonville Police Department was awarded a national grant to receive a fully operational NIBIN system. This MOU will allow New Bern to use Jacksonville's NIBIN, thus allowing trained personnel to process ballistic evidence in real time. A memo from Police Chief Patrick Gallagher is attached with additional information.

12. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Law Enforcement Liaison.

The NC Governor's Highway Safety Program ("NCGHSP") uses federal funds to promote awareness through the planning and execution of safety programs. Programs are administered, in part, with the aid of 11 regional law enforcement liaisons throughout the state. The liaisons are responsible for executing safety programs in their region such as Click It or Ticket, Booze It or Lose It, No Need 2 Speed, and NC Bike Safety (motorcycle safety), as well as monitoring and tracking equipment or training. Sgt. William Zerby has been appointed as one of the 11 liaison officers, and the City has been awarded a \$30,000 grant to defray associated costs. No match is required. A memo from Chief Gallagher is attached.

13. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Overtime.

This grant will reimburse the City up to \$25,000 for overtime incurred by police officers performing traffic safety and enforcement, such as seatbelt initiatives and speed enforcement. No match is required. A memo from Chief Gallagher is attached.

14. Acceptance of Tax Collector's Annual Settlement for Tax Year 2023.

NCGS §105-373 requires the Tax Collector to annually submit a settlement of taxes to the Governing Body reflecting the total levy, releases, write-offs, delinquencies, etc. The Craven County Tax Collector has provided the 2023 tax settlement reporting a 99.39% general collection rate and a 99.91% collection rate for the Municipal Service District. It is requested the Board make a motion to accept the settlements, which will be entered into the minutes. A memo from Kim Ostrom, Director of Finance, is attached.

15. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.

This ordinance amends the Drainage Improvements Project Fund to recognize a \$250,000 Goldean LEAF grant for the Elizabeth Avenue drainage improvements and a \$150,000 NC Land & Water Fund grant for the Duffyfield Stormwater Enhancement project. No matching funds are required for either grant. A memo from Mrs. Ostrom is attached.

16. Consider Adopting an Ordinance to Amend the Resiliency & Hazard Mitigation Plan Grant Project Fund.

This ordinance amends the Resiliency & Hazard Mitigation Plan Grant Project Fund to recognize a Building Resilient Infrastructure and Communities ("BRIC") grant in the amount of \$217,500. This funding provides \$200,000 for the Duffyfield canal planning and project scoping and \$17,500 for grant management costs. A match of \$150,000 was provided and already awarded by the NC Attorney General – Smithfield Environmental Enhancement Grant. A memo from Mrs. Ostrom is attached.

17. Consider Adopting a Budget Ordinance Amendment for FY2025.

This budget amendment appropriates \$70,000 from fund balance to cover increased insurance premiums for property, equipment, liability, and vehicles. It also recognizes grant funds received by the NBPD in the amount of \$30,000 for the NCGHSP law enforcement liaison, \$25,000 for overtime from the NCGHSP, and \$7,500 from the USPCA AKC Reunite 2024 K9 grant. Lastly, the Electric Fund is amended by \$600,000 to reflect anticipated revenues in miscellaneous customer fees, which should cover expenses associated with public infrastructure for broadband providers. A memo from Mrs. Ostrom is attached.

18. Appointment(s).

- a) George "Eric" Jones resigned from the Board of Adjustment due to scheduling conflicts. Alderman Kinsey is asked to make a new appointment to fill the remainder of Mr. Jones' term which expires on June 30, 2025.
- b) Alderman Kinsey is asked to consider reappointing Marc Wartner to the Historic Preservation Commission or make a new appointment to fill this seat. Mr.

Wartner's term expired on June 30, 2024, and he is eligible for reappointment and desires to continue serving

- c) Mike Duffy, an alternate on the Board of Adjustment, has resigned. A new appointment is needed to fill the remainder of his term which expires June 30, 2026. This appointment is open to the Mayor or any Alderman.
- d) Charles Schulz was recently appointed to the Police Civil Service Board. However, he is ineligible to serve, and a new appointment is needed to fill a term that will expire on June 30, 2026.
- e) Alderman Bob Brinson was appointed by the Board on September 27, 2022 to serve on the MPO Transportation Advisory Committee. With his resignation, a new appointment from the Board is needed to serve in this capacity.
- f) Alderman Bob Brinson also served on the Bike & Pedestrian Plan Advisory Committee, and a replacement is needed to fill his seat. This seat also must be filled by a member of the Board of Aldermen. Meetings are held at least quarterly.

19. Attorney's Report.

20. City Manager's Report.

21. New Business.

22. Closed Session.

23. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close streets for the City of New Bern Christmas Parade.

Date of Meeting: August 13, 2024	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City of New Bern Parks and Recreation Department has requested to close the 300 block of George Street, the 200-600 blocks of Pollock Street, and the 300 block of East front Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 blocks of George Street from 8:00 a.m. until 1:00 p.m. on December 7, 2024, for the City of New Bern Christmas Parade.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map - Petitions
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? Yes 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
Director of Parks & Recreation

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



Date: July 30, 2024

Memo To: Mayor and Board of Aldermen

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

Re: Street Closure for City of New Bern Christmas Parade.

Background Information:

The City of New Bern Parks and Recreation Department has requested to close the 300 block of George Street, the 200-600 blocks of Pollock Street, and the 300 block of East Front Street to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 blocks of George Street from 8:00 a.m. until 1:00 p.m. on December 7, 2024, for the City of New Bern Christmas Parade.

To date no groups/organizations have approached the city to request organizing the 2024 Christmas Parade. To allow this tradition to continue, Parks and Recreation would like to remain the host. In 2023, we successfully planned, organized and carried out the parade. We received many compliments from parade participants on how well the parade was organized. Based on mobile analytics approximately 4300 people were along the parade route in 2023.

Recommendation:

The Director of Parks and Recreation recommends approval and requests 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, the Parks and Recreation Department is hosting the City of New Bern Christmas Parade and requests the 300 block of George Street, the 200-600 blocks of Pollock Street, and the 300 block of East Front Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 block of George Street from 8:00 a.m. until 1:00 p.m. for the line-up of the parade on Saturday, December 7, 2024; and

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

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

That the 300 block of George Street, the 200-600 blocks of Pollock Street, and the 300 block of East Front Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 blocks of George Street from 8:00 a.m. until 1:00 p.m. on December 7, 2024, for the City of New Bern Christmas Parade.

ADOPTED THIS 13th DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

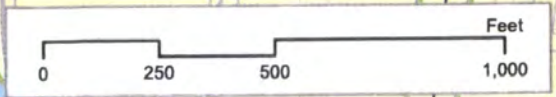
BRENDA E. BLANCO, CITY CLERK



Christmas Parade 2024
NEW BERN
 CITY OF NEW BERN



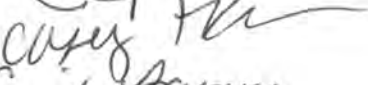
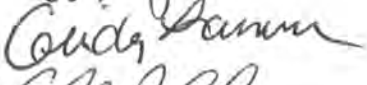
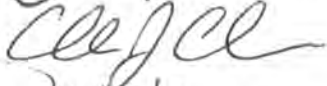
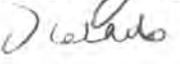
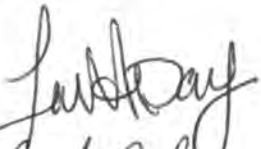
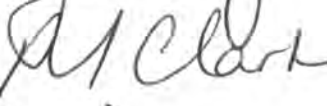


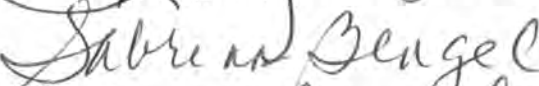

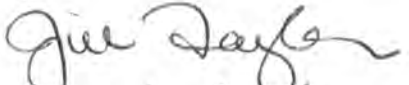
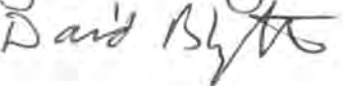
Start

Finish



Petition of Signatures (Street Closure)

The City of New Bern plans to close George St and Pollock St on Saturday, December 7, 2024 the City of New Bern Christmas Parade. The street closure will begin at 7:00am and end at 2:00pm The following residences will be affected by the street closure. We request your signature for approval of this street closure.

<u>Address</u>	<u>Signature</u>
513 Pollock St.	
503 Pollock St.	
500 Pollock St	
504 Pollock St	
502 Pollock St	
422 Pollock	
507 Pollock St. Suite 172	
507 Pollock St Ste 5	
416 Pollock St.	
409 Pollock St	
256 Middle St	
313 Pollock St	
317 Pollock St	
309 Pollock St	

Petition of Signatures (Street Closure)

The City of New Bern plans to close George St and Pollock St on Saturday, December 7, 2024 the City of New Bern Christmas Parade. The street closure will begin at 7:00am and end at 2:00pm The following residences will be affected by the street closure. We request your signature for approval of this street closure.

Address

Signature

248 Craven St

250 Pollock St.

Blonno

215 Pollock St

Pollock St.

220 Pollock St

Jarvis

212 Pollock

208 Pollock St.

Shanna Decker

320 Pollock St

Della Curry (Jimi Paterick)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street to vehicular traffic for Thanksgiving in October Dinner.

Date of Meeting: August 13, 2024	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Fred Godette, a resident, has made a request to close the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue to vehicular traffic on Saturday, October 12, 2024, from 2:00 p.m. until 6:00 p.m. for Thanksgiving In October Dinner. The event will take place on personal property; however, the street closure is for overflow parking. This event will not be rescheduled due to inclement weather.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application - Map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? Yes 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
Director of Parks & Recreation

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



Date: July 29, 2024
Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP *KW*
Director of Parks and Recreation
Re: Street Closure for Thanksgiving In October Dinner.

Background Information:

Fred Godette, a resident, has made a request to close the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue to vehicular traffic on Saturday, October 12, 2024, from 2:00 p.m. until 6:00 p.m. for Thanksgiving In October Dinner. The event will take place on personal property; however, the street closure is for overflow parking. This event will not be rescheduled due to inclement weather.

Recommendation:

The Director of Parks and Recreation recommends approval and requests 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, Fred Godette, a resident of Ninth Street, has requested the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue be closed to vehicular traffic on Saturday, October 12, 2024, from 2:00 p.m. until 6:00 p.m. for a Thanksgiving in October Dinner; and

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

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

That the 400 block of Ninth Street between Griffin Avenue and Henderson Avenue be closed to vehicular traffic from 2:00 p.m. until 6:00 p.m. on October 12, 2024, for Thanksgiving in October Dinner.

ADOPTED THIS THE 13th DAY of AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

APR 01 P.M.
VEM

Sat. Oct 12, 2024
Street Closing

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: Thanksgiving in October
 Organization Name: Fred Godette
 Responsible Contact: Fred Godette
 Address: 404 9th Street
 City: New Bern State: NC Zip code: 28560
 Phone: 301239179 Alternate Phone: _____
 Email: esob944@aol.com

- Type of Event: Demonstration Festival Parade
- Date of Event: 10/12/24 Proposed Rain Date: N/A
- Event Set up time: 2:00 pm Event Tear Down Completed Time: 6:00 pm
- Event Start Time: 3:00 Event End Time: 5:00
- Are you selling any goods or services? Yes* No
- Are you charging an admission fee or collecting donations? Yes* No

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

404 Ninth Street

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

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

Thanksgiving Dinner

Estimated attendance: 150; Attendance not to exceed: 200

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

Tents # 1 Sizes 12x14 Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

How will you handle trash generated from the event?

- We are requesting # _____ trash cans.
- We will provide our own bags & dispose of any trash generated ourselves.
- We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.

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: 404 9th Street

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

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application. If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number.

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

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

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

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

- A detailed map – including the location, route with beginning and ending point and street names included.
- Written Statement of how and when business's/residents affected are (were) informed of road closure.

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

- Certificate of Insurance from organizer & vendors – 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 (Event) layout
- Notification statement to residents/businesses (if road closure is requested)
- Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Ared J. Deltete
Authorized Signature

APR 1 2024
Date 4/11/24

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

Administrative Support Supervisor Date _____

This application has been approved.
Harv Warren
Director of Parks & Recreation Date 7-29-2024

Total Anticipated Charges	
Barricades:	# <u>4</u> \$ <u>5.00</u>
Trash Collection:	\$ _____
City Staff:	# _____ \$ _____
Vendor Fees	# _____ \$ _____
Park/Facility Rental:	\$ _____
Total Due:	\$ <u>20.00</u>


- Have HOA's been notified? Yes No Spoke with: _____
- Approved by Department Date: 7-29-24 Staff Initials: KW
- Submitted for Board Approval Date: 7-29-24 Staff Initials: KW
- All Paperwork collected Date: _____ Staff Initials: _____
- All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event
 Yes No

Thanksgiving in October

400 block of 9th Street

Legend

 400 9th St



Google Earth



100 ft

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 513 First Avenue

Date of Meeting: 4/9/2024	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Nikkel Reeves has submitted a bid of \$2,700 for the purchase of 513 First Avenue (PID 8-012-A-225). The property is a vacant 0.074-acre residential tract. It was acquired by the City and County in April 2013 through tax foreclosure.
Actions Needed by Board:	Consider adopting a resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax property card, pictures, and map of the property
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:

Aldermen

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



NEW BERN
CITY OF NEW BERN

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: August 02, 2024
SUBJECT: Offer to Purchase 513 First Avenue, PID 8-012-A-225

Nikkel Reeves submitted a bid of \$2,700 for the purchase of 513 First Avenue, PID 8-012-A-225. The property is a vacant 0.074-acre residential tract with a tax value of \$5,400. It was jointly acquired by the City and County in April 2013 through tax foreclosure. Attached are current pictures of the property, the tax card, offer to purchase, and a map of the lot.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property located at 513 First Avenue, being identified as Craven County parcel identification number 8-012-A-225 and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,700.00 submitted by Nikkel Reeves; and

WHEREAS, Nikkel Reeves has paid the required five percent (5%) deposit on the offer.

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 13th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Nikkel Reeves

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

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

Street Address: 513 First Ave, New Bern, NC 28560
Subdivision Name: _____
Tax Parcel ID No.: 8-012-A-225
Plat Reference: 21573

Being all of that property more particularly described in Deed Book 3186, Page 0387 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$2700 and shall be paid as follows:

(a) \$2700, 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) \$0, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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 NR 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: Nikkel Reeves
 Date: 07/15/2024
 Address: 7676 Wolford Way
Lorton, Va 22079
 Phone: 4438571095

SELLER

CRAVEN COUNTY

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

(If a business entity)

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

CITY OF NEW BERN

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

Buyer Initials NJR _____ 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 assessments purposes. Page generated on 7/22/2024 at 2:21:47 PM

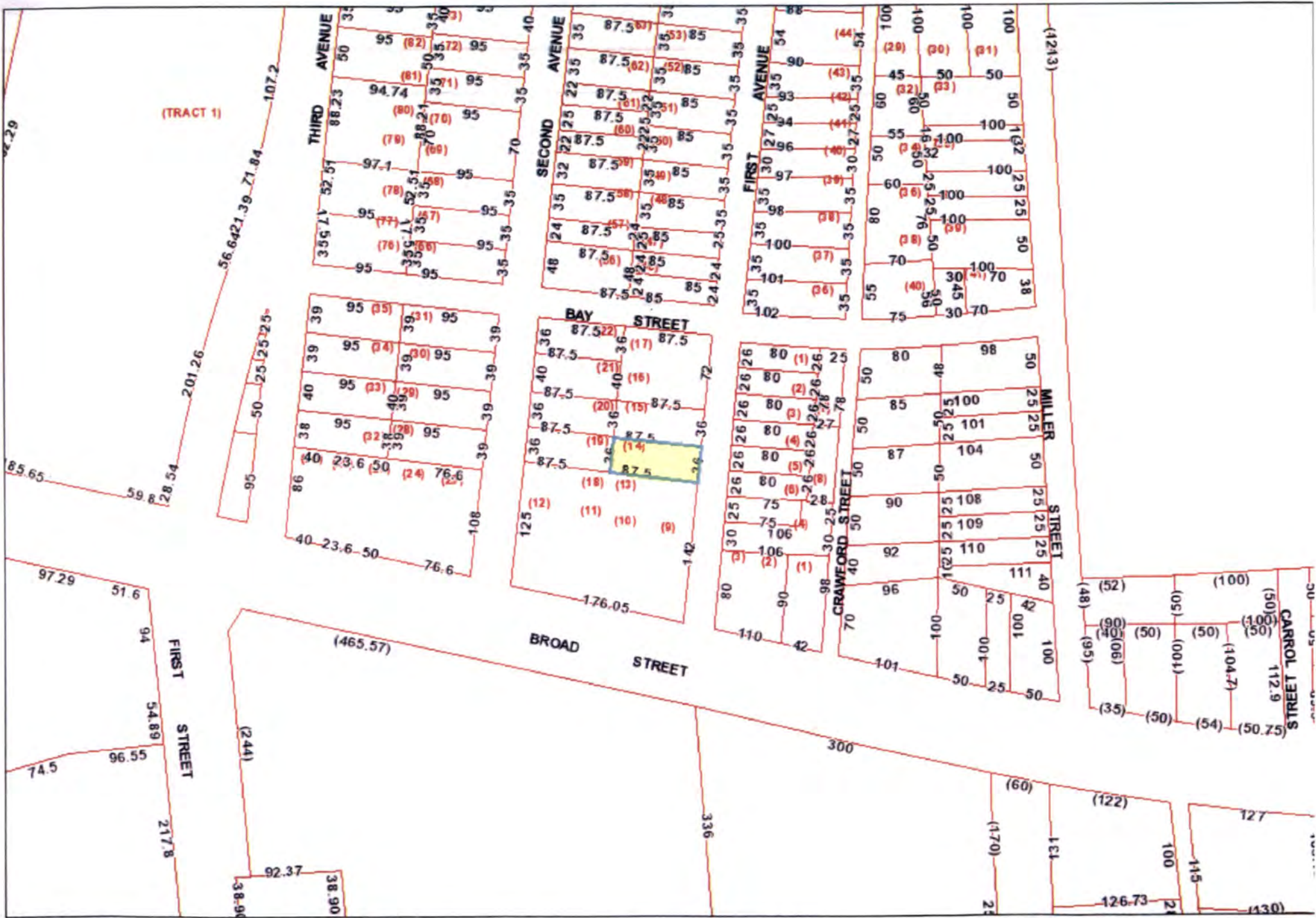
PARCEL ID : 8-012-A -225

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	513 FIRST AVE		
Subdivision :			
Property Description :	513 FIRST AVE; LOT 14 WEST END		
Assessed Acreage :	0.074	Deed Recording Date :	4 16 2013
Deed Book Page :	3186 0387	Recorded Survey :	
Land Value :	\$5,400	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$5,400	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
4/16/2013 3186-0387	JACKSON, MARY M	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,000
12/16/1996 1544-0990	SMITH, HEBER	JACKSON, MARY M	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 513 First Ave PID 8-012-A-225

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on July 22, 2024 at 2:23:08 PM

1 inch = 125 feet



513 First Avenue



ESTIMATE OF DIVISION OF PROCEEDS

Property: 513 First Avenue, PID: 8-012-A-225			
Offer Amount			\$ 2,700.00
Less: Reimb to City for publication of notice of offer		\$ -	
Balance			\$ 2,700.00
County cost reimbursement		\$ 958.68	
City cost reimbursement		\$ 502.66	\$ 1,461.34
Remaining Balance			\$ 1,238.66
County Taxes at Foreclosure	\$ 216.20	39.163%	\$ 216.20
City Taxes/Priority Liens at Foreclosure	\$ 335.85	60.837%	\$ 335.85
Total Taxes	\$ 552.05		
City Inferior Liens at Foreclosure	\$ 2,212.67		
County Total	\$ 1,174.88		
City Total	\$ 1,525.12		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 201 S. Glenburnie Road from C-4 Commercial to I-1 Industrial.

Date of Meeting: 8/13/2024	Ward # if applicable: Ward 2
Department: Development Services	Person Submitting Item: Robert Gough, Assistant Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 8/13/2024

Explanation of Item:	Sean Corcoran has applied for a zoning map amendment to rezone 0.85 +/- acres from Commercial 4 (C-4) to Industrial 1 (I-1). It is located at 201 S. Glenburnie Road and is further identified as Tax Parcel ID 8-240-4001. The Planning and Zoning Board recommended approval (7-0) on June 20, 2024.
Actions Needed by Board:	Conduct a Public Hearing and Adopt Ordinance.
Backup Attached:	Memo, Ordinance, Staff Report, Planning & Zoning Board Consistency Statement

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

Additional Notes:



NEW BERN

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

MEMORANDUM

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

FROM: Robert Gough, Assistant Director of Development Services

DATE: August 13, 2024

SUBJECT: Conduct a Public Hearing to Rezone 201 S. Glenburnie Road Identified as Tax Parcel ID 8-240-4001.

Sean Corcoran has applied for a zoning map amendment to rezone 0.85 +/- acres, known as Tax Parcel 8-240-4001 from Commercial 4 (C-4) to Industrial 1 (I-1). The parcel is located on the Southeast side of S. Glenburnie Road adjacent to the intersection of S. Glenburnie Road and Windy Hill Court (see map).

The proposed rezoning site is 0.85 +/- acres in size and has road frontage on S. Glenburnie Road. There is a mix of residential single-family, multi-family, and commercial uses such as Five Points Mini Mart and Pro-Serv Food Equipment.

The Planning and Zoning Board voted 7-0 to recommend approval of this application at their June 20, 2024, meeting and found that it is consistent with the City's Land Use Plan and the 2022 Land Use Plan Update.

Please contact Robert Gough at 252-639-7585, should you have questions or need additional information.

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY CORCORAN RENTALS, LLC CONSISTING OF APPROXIMATELY 0.85 +/- ACRES LOCATED AT 201 SOUTH GLENBURNIE ROAD FROM THE EXISTING C-4 NEIGHBORHOOD BUSINESS DISTRICT TO I-1 INDUSTRIAL DISTRICT.

THAT WHEREAS, Corcoran Rentals, LLC owns approximately 0.85 acres, more or less, located at 1301 South Glenburnie Road, and is further identified as Craven County parcel identification number 8-240-4001, in the City of New Bern, and an application has been made to change the zoning classification of the subject property from Zone C-4 Neighborhood Business District to C-3 Commercial District consistent with the attached plat entitled "REZ-002900- 2024, 201 South Glenburnie Road Rezoning.- Approx. 0.85-- Acres: PID: 8-240-4001" prepared by the Development Services Department of the City of New Bern; and

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

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on August 13, 2024, at which time all interested parties were given an opportunity to be heard; and

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

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

Section 1. That the Board of Aldermen of the City of New Bern hereby finds the adoption of the proposed amendment to be reasonable and in the public interest, and consistent with City Land Use Plans and nearby land uses based upon the information presented at the public hearing and by the applicant, the recommendations and detailed information developed by staff and/or the Planning and Zoning Board contained in the staff report, and the considerations of the Land Use Ordinance of the City of New Bern.

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

Section 3. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by Corcoran Rentals, LLC consisting of 0.85 acres, more or less, located 201 South Glenburnie Road, and is further identified as Craven County Parcel identification number 8-240-4001, in the City of New Bern, from C-4 Neighborhood Business District to I-1 Industrial District, all more specifically shown on the plat entitled “REZ-002900- 2024, 201 South Glenburnie Road Rezoning.- Approx. 0.85-- Acres: PID: 8-240-4001” prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

Section 4. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 13th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

S

BRENDA E. BLANCO, CITY CLERK



DEVELOPMENT SERVICES

August 13, 2024

1

Public Hearing

REZ-002900-2024

201 South Glenburnie Road
Rezoning Request



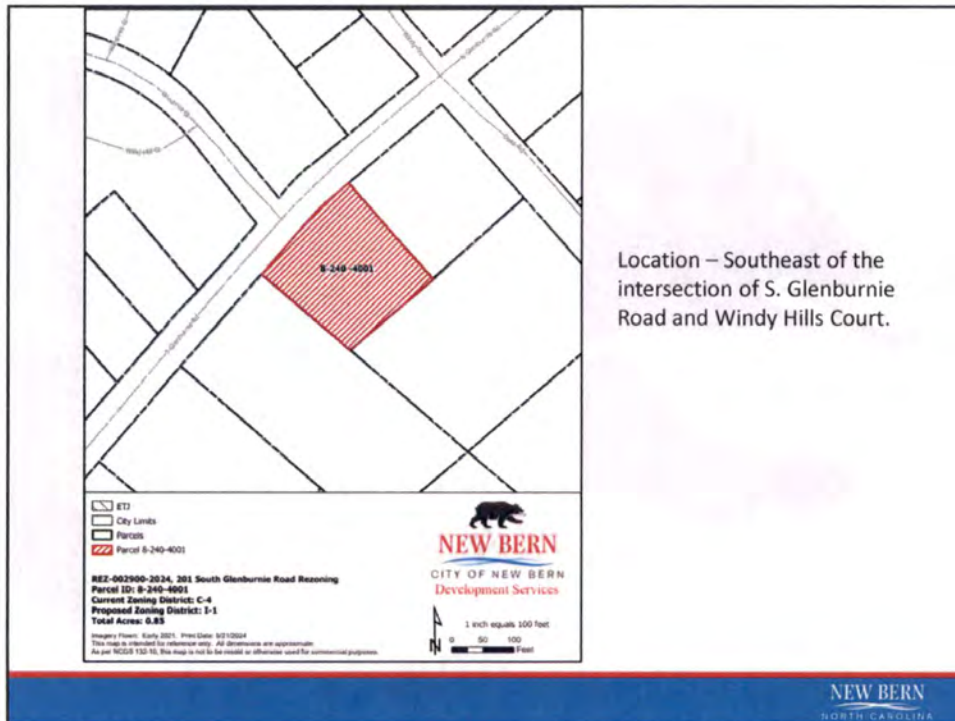
2

Request Summary

- Applicant: Sean Corcoran
- Owner(s): Corcoran Rentals, LLC.
- Location: 201 S. Glenburnie Road
- Parcel Identification Numbers: 8-240-4001
- Current Zoning: Commercial 4 (C-4)
- Proposed Zoning: Industrial 1 (I-1)
- Size: 0.85 total +/- acres

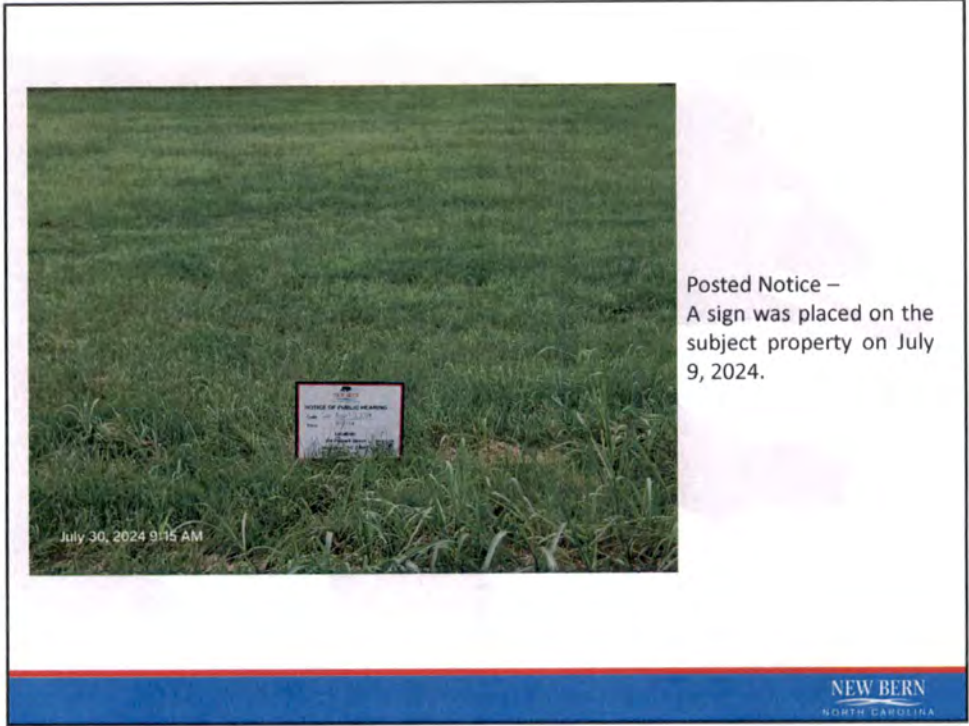
NEW BERN
NORTH CAROLINA

3



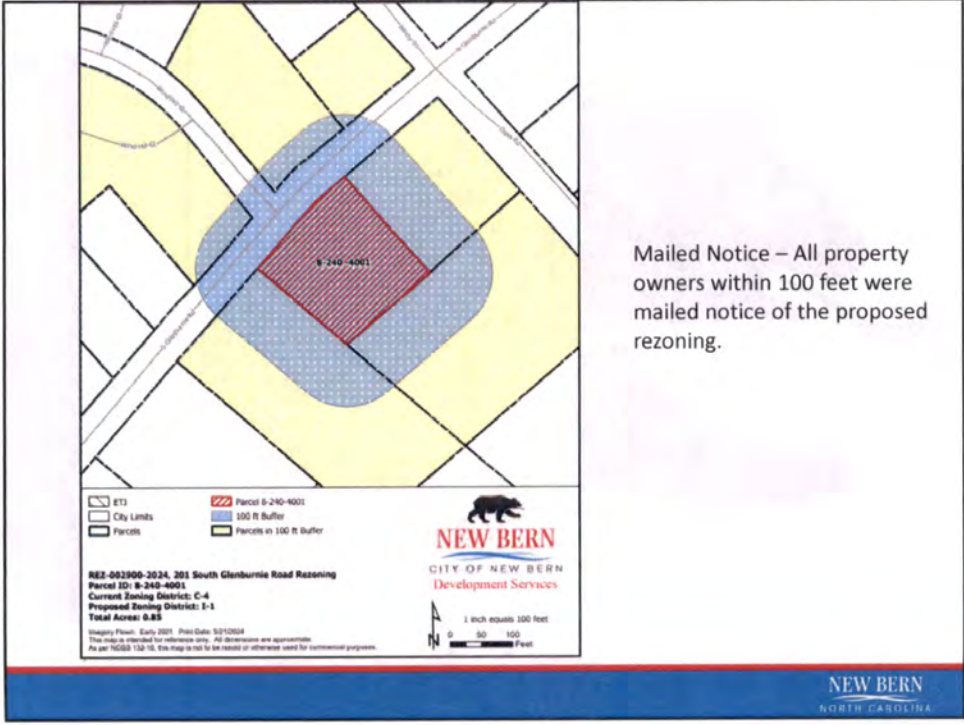
NEW BERN
NORTH CAROLINA

4



Posted Notice –
A sign was placed on the
subject property on July
9, 2024.

5



Mailed Notice – All property
owners within 100 feet were
mailed notice of the proposed
rezoning.

6

C-4 Commercial Zoning District

- The C-4 neighborhood business district is established as a district in which the principal use of land is to provide for the retailing of goods and services to the nearby residential neighborhoods. The regulations of this district are designed to limit the businesses which may be established therein in order to protect the abutting residential areas.

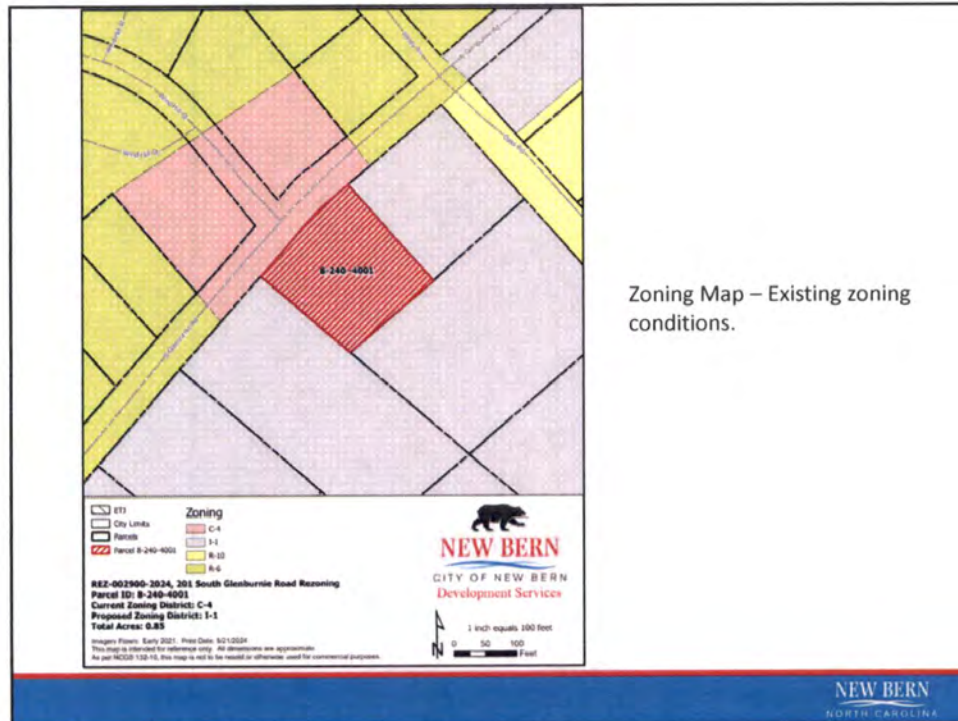
Industrial 1 (I-1) Zoning District Analysis

- The I-1 industrial district is established as a district in which the principal use of land is for industries which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential or business districts; warehousing and wholesaling activities with limited contact with the general public; and for certain outdoor amusement facilities which generate large volumes of automobile traffic. The regulations are designed to prohibit the use of land for heavy industry which should be properly segregated and to prohibit any other use which would substantially interfere with the development of industrial and wholesaling establishments in the district. Residential uses in this district are permitted only upon the issuance of a Special Use Permit.

Uses Comparison

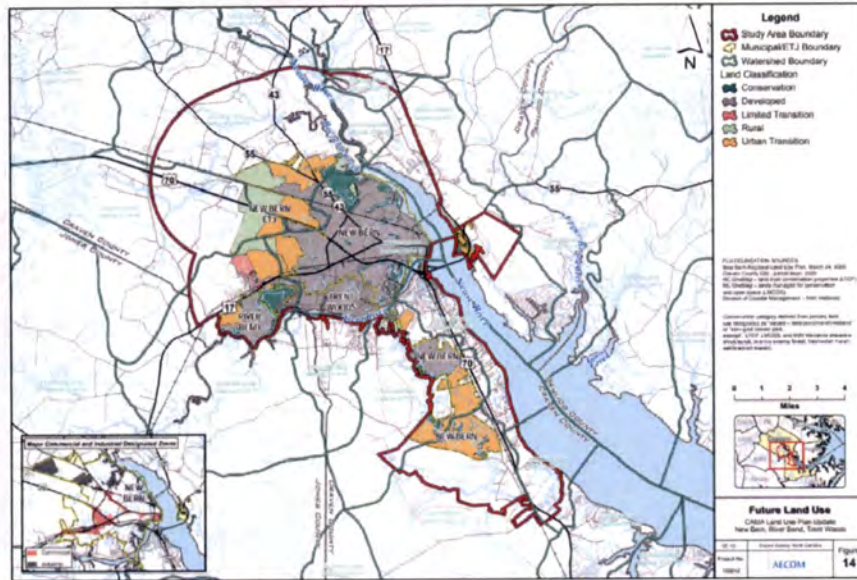
Commercial 4 (C-4)	Industrial 1 (I-1)
5,000 sf lot size minimum (if used for residential purposes, R-6 standards apply)	No minimum lot size
PERMITTED USES "S" = Special Use Permit, "Z" = Permitted by right	PERMITTED USES "S" = Special Use Permit, "Z" = Permitted by right
Residential Uses Single-Family detached (Z) Single-Family attached (Z) Duplex (Z)	Residential Uses Single-Family detached (S) Single-Family attached (S) Duplex (S)
Non-Residential Uses Sales and rental of goods, merchandise and equipment; Low-volume traffic generation (NCDOT standard) (Z) Office, clerical, research and services; Government office buildings and supporting services contained within a fully enclosed building (Z) Offices, or clinics of physicians or dentists with not more than 10,000 square feet of gross floor area. (Z) Restaurants, bars, and nightclubs; No substantial carry-out service, no drive-in service; service or consumption outside fully enclosed structure allowed (S) Recreation, amusement, entertainment; Marinas (S)	Non-Residential Uses Storage and Parking; Automobile parking garages or parking lots not located on a lot on which there is another principal use to which the parking is related (Z) Nursery schools, day care centers (Z) Open air markets (farm and craft markets, flea markets, produce markets) (Z) Commercial greenhouse operations; No on-premises sales (Z) On-premises sales permitted (Z)

9



10

Future Land Use Category - Developed



11

Future Land Use Category - Developed

This classification provides for continued intensive development and redevelopment of the municipalities in the region. Mixed land uses are included in the Developed areas. Residential densities range from a maximum of one to five dwelling units per acre. Higher densities, up to a maximum of 12 units per acre are permitted within multi-family residential and planning developments and within some overlay zoning districts within commercial areas of New Bern. The intensity permitted varies depending on the zoning district and overlay standards specified in various zoning districts...Generally the character of the area is urban, and higher intensity uses require urban municipal or public services. There may be some minimal undeveloped parcels in the Developed areas that are targeted for infill development. Incompatible uses within this land class are industrial and agricultural land uses.

12

Aerial Imagery – Existing conditions On and near the site

[Legend]
 [] ETL
 [] City Limits
 [] Parcels
 [Hatched] Parcel 8-240-4001

REG-002900-2024, 201 South Glenburnie Road Rezoning
Parcel ID: 8-240-4001
 Current Zoning District: C-4
 Proposed Zoning District: I-1
 Total Acres: 0.85

Imagery From: Early 2021, Photo Date: 02/10/2024
 This map is intended for informational only. All dimensions are approximate.
 As per NCESB 153-10, this map is not to be used as evidence used for commercial purposes.

NEW BERN
 CITY OF NEW BERN
 Development Services

1 inch equals 100 feet
 0 50 100 Feet

NEW BERN
NORTH CAROLINA

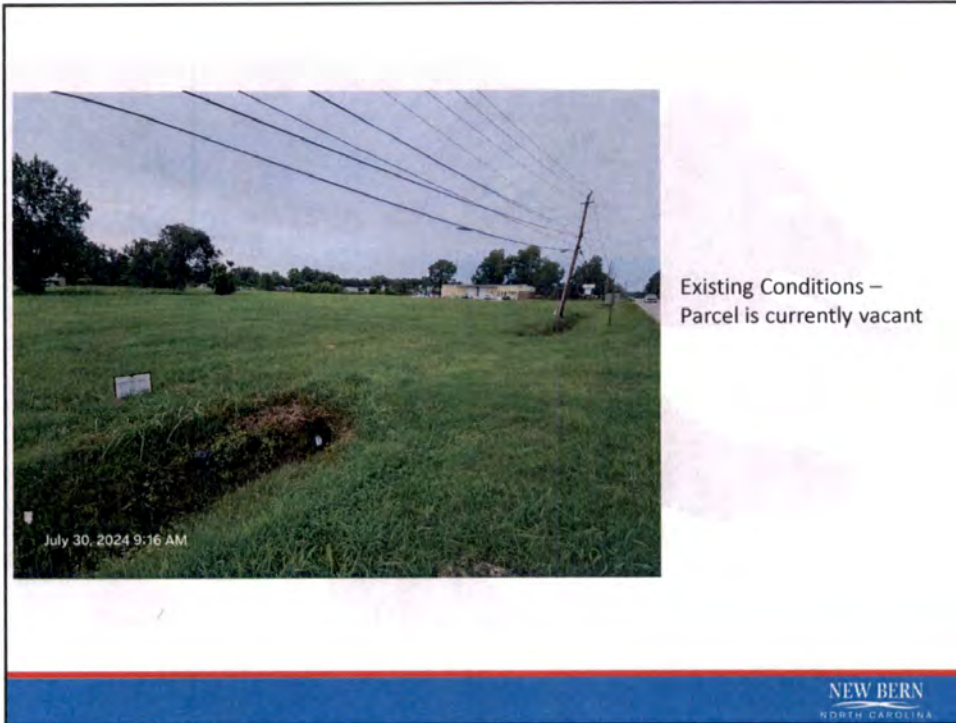
13

Existing Conditions – Parcel is currently vacant

July 30, 2024 9:16 AM

NEW BERN
NORTH CAROLINA

14



15

Considerations

- At its meeting, held on June 20, 2024, the Planning and Zoning Board recommended approval (7-0) of the proposed rezoning.
- P&Z based this recommendation on the request being consistent with the City's Land Use Plan, and the 2022 Land Use Plan Update.
- The property is adjacent to existing I-1 zoned properties. It is also adjacent to property zoned R-6 and C-3.

16


NEW BERN
NORTH CAROLINA



STAFF REPORT

DEVELOPMENT SERVICES

REZ-002900-2024, 201 South Glenburnie Road Rezoning



NEW BERN

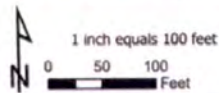
CITY OF NEW BERN



- ETJ
- City Limits
- Parcels
- Parcel 8-240-4001

REZ-002900-2024, 201 South Glenburnie Road Rezoning
Parcel ID: 8-240-4001
Current Zoning District: C-4
Proposed Zoning District: I-1
Total Acres: 0.85

Imagery Flown: Early 2021. Print Date: 5/21/2024
This map is intended for reference only. All dimensions are approximate.
As per NCGS 152-10, this map is not to be resold or otherwise used for commercial purposes.



Address/Location(s)

201 South Glenburnie Road,
New Bern, NC

Map Number(s)

8-240-4001

Parcel Size

0.85 Total Acres

Current Use

Undeveloped

Current Zoning

Commercial 4 (C-4)

Proposed Zoning

Industrial 1 (I-1)

Summary of Proposal

Sean Corcoran has submitted an application for a zoning map amendment to rezone 0.85 total acres from Commercial 4 (C-4) to Industrial 1 (I-1). The parcel is located at 201 South Glenburnie Road, New Bern, NC.

Synopsis of Site and Surrounding Area

The parcel totals 0.85 acres and is located at 201 South Glenburnie Road, New Bern, NC.

Within a half mile of the sites, there are businesses, single-family residences, and vacant lots.

Zoning District Summary

The C-4 neighborhood business district is established as a district in which the principal use of land is to provide for the retailing of goods and services to the nearby residential neighborhoods. The regulations of this district are designed to limit the businesses which may be established therein in order to protect the abutting residential areas.

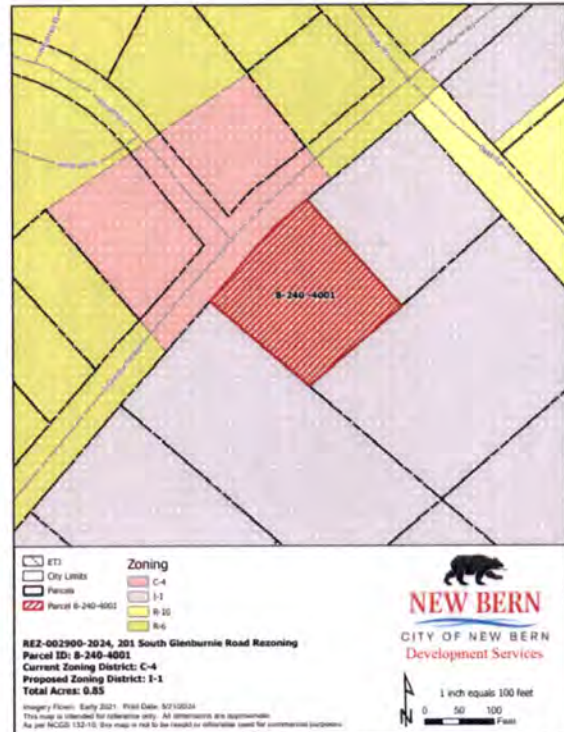
The I-1 industrial district is established as a district in which the principal use of land is for industries which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential or business districts; warehousing and wholesaling activities with limited contact with the general public; and for certain outdoor amusement facilities which generate large volumes of automobile traffic. The regulations are designed to prohibit the use of land for heavy industry which should be properly segregated and to prohibit any other use which would substantially interfere with the development of industrial and wholesaling establishments in the district. Residential uses in this district are permitted only upon the issuance of a special use permit.

Staff Evaluation

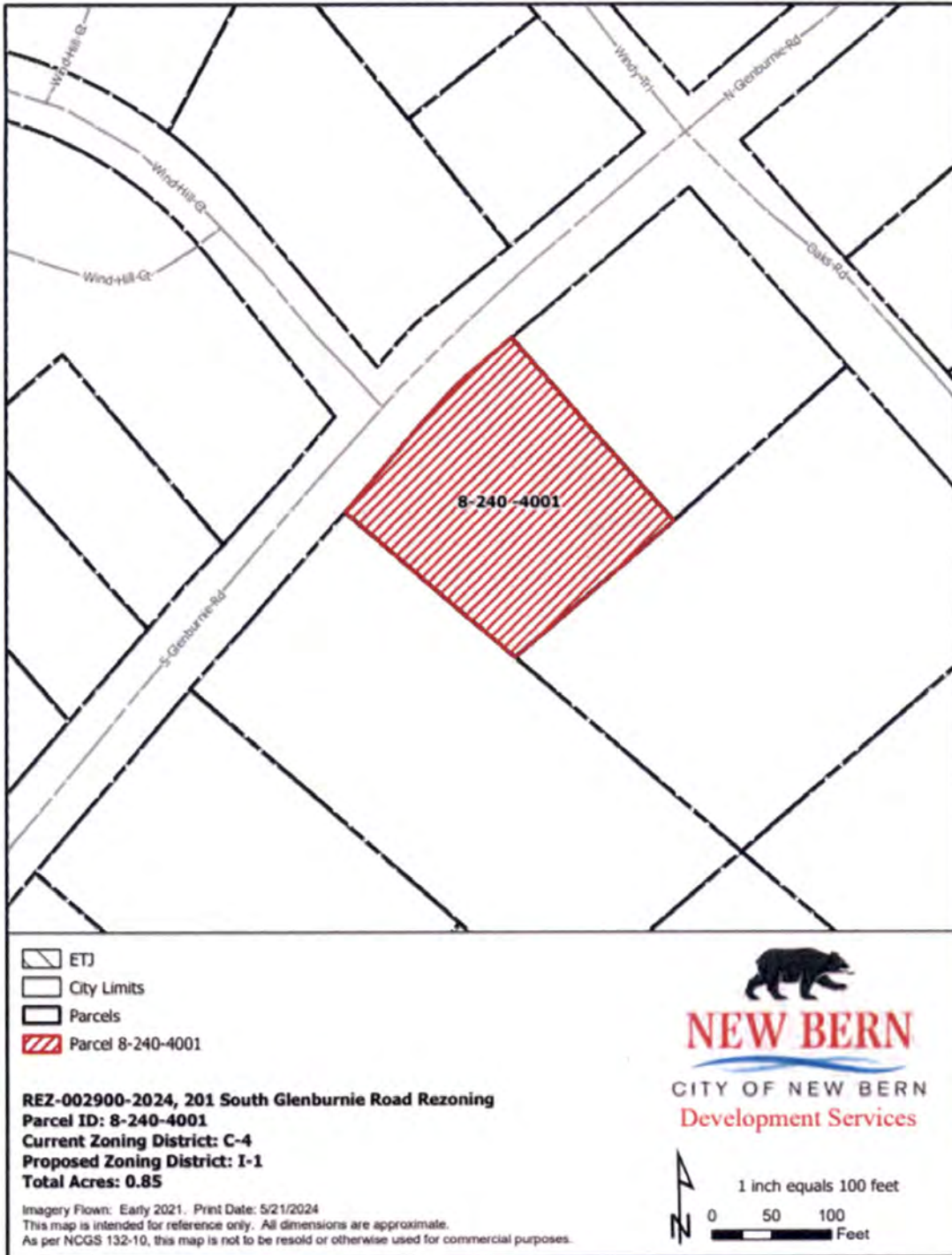
The property is abutting (I-1) on its east and west side. Additionally, the property is adjacent to C-4 and Residential 6 (R-6). The subject parcel is surrounded by industrial uses. This could be considered reasonable due to its proximity to existing industrially zoned properties.

The 2022 Land Use Plan update identifies this as within the developed category. It is not within a designated focus area.

The Planning and Zoning Board voted 7-0 to recommend approval of this application at their June 20, 2024, meeting and found that it is consistent with the City's Land Use Plan and the 2022 Land Use Plan Update.



Attachment One





NEW BERN

CITY OF NEW BERN

303 First Street, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7582

PLANNING & ZONING BOARD CONSISTENCY STATEMENT REZ-002900-2024

Whereas, the City of New Bern Planning and Zoning Board has reviewed a petition to consider the rezoning and finds the proposed zoning map amendment to be consistent with the 2022 Land Use Plan Update and 2010 Land Use Plan;

NOW, THEREFORE BE IT RESOLVED, by the City of New Bern Planning and Zoning Board that the proposed amendment to the City of New Bern's Official Zoning Map and presented documentation are found to be consistent with the City's 2022 Land Use Plan Update and 2010 Land Use Plan; and are determined to be reasonable and in the public interest.

Adopted this the 20th day of June, 2024

Brad Jefferson, Chairman

Kendrick Stanton, Secretary to the Board

AGENDA ITEM COVER SHEET

Agenda Item Title: Memorandum of Understanding with Jacksonville P.D. for use of National Integrated Ballistic Information Network (NIBIN) System

Date of Meeting: 8/13/2024	Ward # if applicable: NA
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Jacksonville PD has a fully operational NIBIN system that will allow the NBPD to process and upload all shell-casing ballistic evidence more quickly and efficiently.
Actions Needed by Board:	Approval of MOU
Backup Attached:	Memorandum, Memorandum of Understanding, Resolution

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

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

Additional Notes:



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 Aldermen
From: Chief Patrick Gallagher
Date: August 13, 2024
Subject: Memorandum of Understanding with Jacksonville P.D. for use of National Integrated Ballistic Information Network (NIBIN) System

Currently, the NBPD needs better and quicker access to a NIBIN system. This tool would allow for the quick and efficient upload of shell-casing ballistic evidence to be effective in our investigations in firearms investigations. Our current reliance on the state lab for this function results in significant delays, with processing taking days, if not weeks.

Overview of NIBIN: NIBIN, the National Integrated Ballistic Information Network, is not just a state-of-the-art program. It's a crucial tool for law enforcement agencies nationwide, designed to not only solve but also prevent firearm-related crimes.

How NIBIN Works: Ballistic Imaging: NIBIN uses advanced 3D imaging technology to capture unique markings on bullets and cartridge cases left by firearms. These markings serve as "fingerprints" for guns, allowing forensic experts to match evidence from different crime scenes.

National Database: NIBIN maintains a comprehensive national database of ballistic evidence. When law enforcement agencies submit evidence, NIBIN can quickly search for matches, linking multiple crimes to the same firearm and helping to identify suspects.

Collaboration and Integration: NIBIN's role in facilitating information sharing among local, state, and federal law enforcement agencies is not just about enhancing cooperation and coordination. It's about significantly improving our crime-solving efforts, making them more efficient and effective.

Impact on Public Safety: NIBIN is a game-changer in the fight against gun violence. Its ability to link seemingly unrelated crimes gives law enforcement the actionable intelligence needed to bring perpetrators to justice. This program not only aids in solving current cases but also serves as a deterrent to potential offenders.



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Jacksonville Police Department (JPD) was awarded a national grant to receive a fully operational NIBIN system. Note: The NBPD competed for this same grant. This system allows trained personnel to process ballistic evidence in real time and upload it to the National Database for comparison. The NBPD leadership sought out and was granted an agreement to enable NBPD staff to have exclusive rights to this equipment weekly to perform our critical ballistic evidence processing. NBPD staff can make arrangements for immediate access in an exigent need.

To allow NBPD staff to have independent access and sole responsibility for all stages in processing this evidence, NBPD will have two Forensic Technicians receive training through the ATF and have full certification privileges. This will avoid the need to rely on outside personnel to accomplish our agency's processing needs.

There is no cost for this agreement.



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RESOLUTION

WHEREAS, the Chief of Police and the City Manager have recommended the approval a MOU with the Jacksonville Police Department to have access to their NIBIN system; and

WHEREAS the Board deems it advisable to approve said MOU.

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

ADOPTED THIS 13th day of August 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

MEMORANDUM OF UNDERSTANDING
FOR THE USE AND MAINTENANCE OF THE
NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK

This Memorandum of Understanding (MOU) is made by and between the Jacksonville Police Department, a department of the City of Jacksonville, a North Carolina municipal corporation, (hereinafter referred to as JPD) and the New Bern Police Department, a department of the City of New Bern, a North Carolina municipal corporation (hereinafter referred to as NBPD).

I. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which the National Intergraded Ballistic Information Network (hereinafter referred to as Equipment), will be shared and utilized by JPD and NBPD to enhance ballistic investigations, facilitate data sharing, and improve the efficiency and effectiveness of crime-solving efforts.

The Equipment will be housed in the Evidence Division, located at 200 Marine Blvd. Jacksonville, NC.

II. BACKGROUND

The Equipment is a vital tool for forensic ballistic analysis, enabling the rapid identification of ballistic evidence and the sharing of information between law enforcement agencies. This collaboration aims to enhance the investigative capabilities of both JPD and NBPD, leading to more efficient and effective law enforcement operations.

III. SCOPE OF AGREEMENT

This agreement applies to the use and maintenance of the Equipment by the JPD and NBPD. This MOU defines key parameters, including:

- Access and use of the Equipment
- Operational Hours
- Training and Certification on the Equipment
- Data Entry and Confidentiality
- Maintenance and Support
- Methods for modifying or terminating the MOU

IV. TERMS OF AGREEMENT

A. Access, Security and use of the Equipment

1. JPD and NBPD will designate personnel to have access to use of the Equipment. The aforementioned personnel must be certified as an Equipment operator to use the Equipment.
2. NBPD designated personnel will be escorted within the Evidence Division at all times.
3. JPD and NBPD personnel will adhere to the security protocols established by Jacksonville Police Department regarding access and use of the Equipment
4. The Equipment will be used for the sole purpose of ballistic evidence analysis and comparison
5. Each agency will be responsible for maintaining custody of their own evidence prior to, during, and after utilization of Equipment.

B. Operational Hours

1. JPD will make the Equipment available for use between normal business hours of 8:00 am – 5:00 pm (Monday-Friday). NBPD will schedule use of Equipment in advance with JPD Evidence personnel. It is preferable that an established calendar date and time be used to hold the equipment and space for the exclusive use of trained NBPD personnel during each week. This will allow for agency scheduling purposes for normal weekly access, notwithstanding emergency needs or the stipulation outlined in section B3.
2. Circumstances may arise (an “*Emergency*”) which requires the immediate and unexpected use of the Equipment either outside of normal business hours or during another Party’s use of the equipment. In such event, a requesting member shall contact the Jacksonville Police Department to request access to the Equipment. If such request is made with respect to use of the Equipment outside normal business hours and the Equipment is not currently being used by Jacksonville Police Department personnel, the Jacksonville Police Department shall use reasonable efforts to ensure that such requesting Party is furnished prompt access to the Equipment.
3. The Jacksonville Police Department will have first-priority of use of the Equipment at all times.

C. Training and Certification on Equipment

1. Members of the organizations included in this MOU shall:
 - a. Undergo NIBIN training and certification before using the Equipment.

- b. Training sessions will be hosted or facilitated by the manufacturer of the Equipment or the Bureau of Alcohol, Tobacco and Firearms (“ATF”).

D. Data Entry and Confidentiality

I. Members of the organizations included in this MOU shall:

- a. Ensure that all ballistic evidence entered into the Equipment must comply with the data entry standards set by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).
- b. Both parties are to maintain the confidentiality and security of all data entered and retrieved from the Equipment.

E. Maintenance and Support

I. Members of the organizations included in this MOU shall:

- a. Visually inspect the Equipment before and after each use, and document the findings.
- b. Report any Equipment malfunctions or maintenance concerns to the manufacturer via the appropriate channels.
- c. Ensure all equipment is regularly cleaned and kept in an orderly manner.

IV. MODIFYING OR TERMINATING THE MOU

The organizations included in this MOU may amend or terminate the MOU upon mutual agreement by the signees of the MOU. Any request to modify or terminate the MOU must be made in writing, and a copy of the request shall be provided to each signee of the MOU.

V. EFFECTIVE DATE / DURATION

This MOU becomes effective upon the date of the last approving signature. This MOU shall remain in effect for ten years, expiring on the **26th Day of July, 2034**, or until it is terminated according to Section IV.

VI. ACCEPTANCE BY:

THE JACKSONVILLE POLICE DEPARTMENT

By: _____

Michael Yaniero
Director of Public Safety

(Date)

THE NEW BERN POLICE DEPARTMENT

By: _____

Patrick Gallagher
Chief of Police

(Date)

By: _____

Jeffrey T. Odham
Mayor, City of New Bern

(Date)

AGENDA ITEM COVER SHEET

Agenda Item Title: Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program; Law Enforcement Liaison Grant

Date of Meeting: 8/13/2024	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Law Enforcement Liaison grant provides \$30,000 for training and other traffic related programs throughout the region. NBPD's Sgt Zerby has been named the liaison.
Actions Needed by Board:	Approval of MOU
Backup Attached:	Memorandum, GHSP Grant Agreement of Conditions, GHSP Resolution, City of New Bern Resolution

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

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

Additional Notes:



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 Aldermen
From: Chief Patrick Gallagher
Date: August 02, 2024
Subject: **North Carolina Governor's Highway Safety Program (Two Grants totally \$55,000)**

The New Bern Police Department (NBPD) is seeking approval for three separate grants totaling \$60,000. There are no matching funds required. The NBPD has received both grants in the past in our pursuit of meeting the goals of advancing vehicle safety. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison \$30,000

The North Carolina Governor's Highway Safety Program is to promote highway safety awareness and reduce the number of traffic crashes and fatalities in the state of North Carolina through the planning and execution of safety programs. The funds are disbursed across North Carolina to promote highway safety activities, provide for training for law enforcement staff and the acquisition of equipment. The NC Governor's Highway Safety Program is federally funded. The administration of the program is, in part, aided by the assignment of 11 regional law enforcement liaisons that are located throughout the state. Those appointed as liaisons are responsible for executing the safety programs in the regions they are responsible for along with monitoring and tracking equipment and training.

The three main programs throughout the state are Click It or Ticket, Booze It or Lose It, No Need 2 Speed, and NC Bike Safety (Motorcycle Safety).

Sergeant William Zerby of the New Bern Police Department was appointed as one of the 11 liaison representatives. The funds are not specific to New Bern and are not exclusive to that city; however, they have greatly benefited our agency and county.

Overtime Funds \$25,000

This project funds overtime for officers to work high visibility enforcement, focusing on seatbelt and speeding enforcement. The top complaints from members within our community to the New Bern Police Department relate to traffic issues, such as speeding. The resolution relating to overtime funding under consideration represents the NC Governor's Highway Safety Program reimbursing the city up to \$25,000 for overtime accrued by members of our agency while performing NC Governor's Highway Safety Program initiatives.

We recommend approval of both grants.



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RESOLUTION

WHEREAS, the Chief of Police and the City Manager have recommended the approval of a North Carolina Governor's Highway Safety Program Grant in the amount of \$30,000 for Law Enforcement Liaison; and

WHEREAS the Board deems it advisable to approve said Grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of New Bern that the North Carolina Governor's Highway Safety Program Grant in the amount of \$30,000 for Law Enforcement Liaison, be hereby approved, and the City Manager is authorized to execute same.

ADOPTED THIS 13th day of August 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
6. **Audits.**
- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
 - (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
 - (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.
7. **Instructions for Lower Tier Certification.**
- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
 - (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
 - (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 - (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
- 27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
- 28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- 29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to 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 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, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
- 30. Agency Fiscal Year.** The end date for the Agency's fiscal year is 2024.
- 31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

AGENDA ITEM COVER SHEET

Agenda Item Title: Consider Adopting a Resolution Approving a NC Governor's Highway Safety Program Overtime Grant

Date of Meeting: 8/13/2024	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Overtime grant provides \$25,000 to reimburse NBPD's overtime budget for traffic safety/enforcement. This is similar to last year's Grant.
Actions Needed by Board:	Approval of MOU
Backup Attached:	Memorandum, GHSP Grant Agreement of Conditions, GHSP Resolution, City of New Bern Resolution

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

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

Additional Notes:



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 Aldermen

From: Chief Patrick Gallagher

Date: August 13, 2024

Subject: **North Carolina Governor's Highway Safety Program (Two Grants totally \$55,000)**

The New Bern Police Department (NBPD) is seeking approval for three separate grants totaling \$60,000. There are no matching funds required. The NBPD has received both grants in the past in our pursuit of meeting the goals of advancing vehicle safety. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison \$30,000

The North Carolina Governor's Highway Safety Program is to promote highway safety awareness and reduce the number of traffic crashes and fatalities in the state of North Carolina through the planning and execution of safety programs. The funds are disbursed across North Carolina to promote highway safety activities, provide for training for law enforcement staff and the acquisition of equipment. The NC Governor's Highway Safety Program is federally funded. The administration of the program is, in part, aided by the assignment of 11 regional law enforcement liaisons that are located throughout the state. Those appointed as liaisons are responsible for executing the safety programs in the regions they are responsible for along with monitoring and tracking equipment and training.

The three main programs throughout the state are Click It or Ticket, Booze It or Lose It, No Need 2 Speed, and NC Bike Safety (Motorcycle Safety).

Sergeant William Zerby of the New Bern Police Department was appointed as one of the 11 liaison representatives. The funds are not specific to New Bern and are not exclusive to that city; however, they have greatly benefited our agency and county.

Overtime Funds \$25,000

This project funds overtime for officers to work high visibility enforcement, focusing on seatbelt and speeding enforcement. The top complaints from members within our community to the New Bern Police Department relate to traffic issues, such as speeding. The resolution relating to overtime funding under consideration represents the NC Governor's Highway Safety Program reimbursing the city up to \$25,000 for overtime accrued by members of our agency while performing NC Governor's Highway Safety Program initiatives.

We recommend approval of both grants.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

RESOLUTION

WHEREAS, the Chief of Police and the City Manager have recommended the approval of a North Carolina Governor's Highway Safety Program Grant in the amount of \$25,000 for overtime funds; and

WHEREAS the Board deems it advisable to approve said Grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of New Bern that the North Carolina Governor's Highway Safety Program Grant in the amount of \$25,000 for overtime funds, be hereby approved, and the City Manager is authorized to execute same.

ADOPTED THIS 13th day of August 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13186, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
- (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to 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 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, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is 2024

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

AGENDA ITEM COVER SHEET



Agenda Item Title:

Annual Tax Settlements for 2023 Real & Personal Tax Collections

Date of Meeting: 8/13/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	State statutes (G.S. §105-373) require that the tax collector provide the Board of Aldermen with an annual settlement of property taxes.
Actions Needed by Board:	It is requested that the Board accept and enter into the minutes the enclosed settlement statements submitted by the Craven County Tax Administrator.
Backup Attached:	Memo, Tax Settlement Memos from Craven County Tax Collector
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129
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(252) 636-4000

Aldermen

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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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: August 2, 2024
RE: Annual Settlements of 2023 Real & Personal Property Tax Collections

Background

North Carolina State Statutes (G.S. §105-373) require that the tax collector provide the governing body with an annual settlement of property taxes, and that the settlement, together with the action of the governing body with respect to it, shall be entered in full upon the minutes.

Requested Action

It is recommended that at its meeting on August 13, 2024, the Board of Aldermen accept and enter into the minutes the enclosed tax settlement statements for year 2023 submitted by the Craven County Tax Administrator.

Tax Administrator



Ms. Leslie L Young
Tax Administrator

July 12, 2024

Kimberly Ostrom, Director of Finance
City of New Bern
PO Box 1129
New Bern, NC 28563-1129

Dear Kimberly Ostrom:

I am pleased to present the settlement for the City of New Bern tax collections for Tax Year 2023. This date corresponds to the town's 2023-2024 Fiscal Year.

	<u>Real and Other Personal Property</u>
2023 Tax Levy (Per Scroll)	\$17,251,347.87
Releases	94,863.15
Refunds	7,771.80
Write-Offs	<u>524.40</u>
Total 2023 Amended Tax Levy	\$17,148,188.52
Collections as of June 30, 2024	\$17,041,715.20
Delinquent 2023 Taxes	\$ 106,473.32
Percent Collected	99.39%

The net taxable valuation of all property excluding registered motor vehicles within the City of New Bern corrected through June 30, 2024, is \$4,507,329,711. There were no registered motor vehicles billed under the old vehicle tax system. All registered motor vehicles are now billed and collected by the North Carolina Department of Motor Vehicles and remitted to the county and municipalities once each month. Please let me know if I can help you further.

Respectfully submitted,

Leslie L. Young
Craven County Tax Administrator

Craven County Tax Department
226 Pollock Street, New Bern, NC 28560 | PO Box 1128 New Bern, North Carolina 28563-1128
Tax Collections (252) 636-6605 | Real Estate Appraisal (252) 636-6640 | Personal Property Appraisal (252) 636-6604
Fax (252) 636-2569 | Website www.cravencountync.gov/tax

Tax Administrator



Ms. Leslie L Young
Tax Administrator

July 12, 2024

Kimberly Ostrom, Director of Finance
City of New Bern
PO Box 1129
New Bern, NC 28563-1129

Dear Kimberly Ostrom:

I am pleased to present the settlement of the City of New Bern Municipal Service District tax collections for Tax Year 2023. This date corresponds to the town's 2023-2024 Fiscal Year.

	<u>Real and Other Personal Property</u>
2023 Tax Levy (Per Scroll)	\$218,513.42
Releases	1,678.82
Refunds	80.16
Write-Offs	<u>7.00</u>
Total 2023 Amended Tax Levy	\$216,747.44
Collections as of June 30, 2024	\$215,213.25
Delinquent 2023 Taxes	\$ 215.55
Percent Collected	99.91%

The net taxable valuation of all property excluding registered motor vehicles within the New Bern Municipal Service District corrected through June 30, 2024, is \$191,875,533. There were no registered motor vehicles billed under the old vehicle tax system. All registered motor vehicles are now billed and collected by the North Carolina Department of Motor Vehicles and remitted to the county and municipalities once each month. Please let me know if I can help you further.

Respectfully submitted,

Leslie L. Young
Craven County Tax Administrator

Craven County Tax Department
226 Pollock Street, New Bern, NC 28560 | PO Box 1128 New Bern, North Carolina 28563-1128
Tax Collections (252) 636-6605 | Real Estate Appraisal (252) 636-6640 | Personal Property Appraisal (252) 636-6604
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AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the Drainage Improvements Project Fund

Date of Meeting: 8/13/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting an Amendment to the Drainage Improvements Project Fund to acknowledge a Golden LEAF grant in the amount of \$250,000 and a NC Land & Water Fund (NCLWF) grant in the amount of \$150,000
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Ordinance Amendment
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



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Mayor

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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: August 2, 2024

RE: Amendment to Drainage Improvements Project Fund

Current

The Drainage Improvements Project Fund will be amended to recognize a Golden LEAF grant in the amount of \$250,000 for Elizabeth Avenue Drainage Improvements and a NC Land & Water Fund (NCLWF) grant in the amount of \$150,000 for Duffyfield Stormwater Enhancement. No matches are required.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on August 13, 2024.

**AMENDMENT TO 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 \$400,000

Section 2. That Section 4 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize a Golden LEAF grant in the amount of \$250,000 and a NC Land & Water Fund (NCLWF) grant in the amount of \$150,000.

Increase: Grant Revenues \$400,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 13TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

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

Date of Meeting: 8/13/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting an amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund to recognize a Building Resilient Infrastructure and Communities (BRIC) grant in the amount of \$217,500.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Ordinance Amendment
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



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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: August 2, 2024
RE: Amendment to Resiliency and Hazard Mitigation Plan Grant Project Fund

Current

The Resiliency and Hazard Mitigation Plan Grant Project Fund will be amended to recognize a Building Resilient Infrastructure and Communities (BRIC) grant in the amount of \$217,500. The grant includes \$200,000 for Restoration of Duffyfield Canal Planning and Project Scoping plus \$17,500 for City's grant management costs. The required match of \$150,000 is covered by the NC Attorney General – Smithfield Environmental Enhancement Grant in that same amount already awarded by the City.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on August 13, 2024.

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

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

Section 1. That Section 4 of the Resiliency and Hazard Mitigation Plan Grant Project Fund Ordinance adopted on March 10, 2010 is hereby amended to recognize additional appropriation.

Increase: Professional Services	\$200,000
City's Management Costs	<u>\$17,500</u>

Section 2. That Section 3 of the Resiliency and Hazard Mitigation Plan Grant Project Fund Ordinance adopted on March 10, 2010 is hereby amended to recognize grant revenue from the North Carolina Department of Environmental Quality.

Increase: Grant Revenues	<u>\$217,500</u>
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Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 13TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the FY 2024-25 Annual Adopted Budget

Date of Meeting: 8/13/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Amend General Fund due to increased property and liability insurance premium costs; amend Electric Fund to include Make Ready Broadband Project revenue and expenses transferred from the project fund; amend Grants Fund to recognize three awarded Police grants and to adjust budgets to actual on various closed grants.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Ordinance Amendment
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



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City Clerk
Kimberly A. Ostrom
Director of Finance

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

FROM: Kim Ostrom - Director of Finance

DATE: August 2, 2024

RE: Amendment to the FY 2024-25 Operating Budget

General Fund

This amendment appropriates \$70,000 from the General Fund's fund balance to cover the cost of increased property and equipment, liability, and vehicle insurance premiums.

Electric Fund

On July 9, 2024, the Board adopted an ordinance amendment to close the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund. The remaining funds were transferred back to the respective operating funds. All future revenues and expenses related to this project will be posted in the Electric Fund. This amends the Electric Fund by \$600,000 in expenses and anticipated revenues in miscellaneous customer fees. The project has not trended in how we anticipated. Therefore, we will regularly review and come to the Board for budget amendments as needed.

Grants Fund

The Grants Fund is amended to recognize three grants awarded to the Police Department. No matches are required.

USPCA AKC Reunite 2024 K9 Grant	\$7,500
NC Governor's Highway Safety Program	
Law Enforcement Liaison	\$30,000
Overtime	\$25,000

The Grants Fund is also amended to reduce various Police and Parks & Recreation grant budgets totaling \$35,541 to adjust budgets to actuals based on reimbursed expenses.

Requested Action

It is requested that the Board considers adopting the enclosed budget amendment at its meeting on August 13, 2024.

CITY OF NEW BERN, NORTH CAROLINA
 REQUESTED AMENDMENT TO
 Fiscal Year 2024-2025

FROM: Kim Ostrom, Director of Finance

Meeting Date: August 13, 2024

EXPLANATION:

This amendment appropriates \$70,000 from the General Fund's fund balance to cover the cost of increased property and equipment, liability, and vehicle insurance premiums. The Electric Fund is amended by \$600,000 in make ready broadband expenses and anticipated revenues in miscellaneous customer fees. The Grants Fund is amended to recognize three Police grant awards totaling \$62,500. The Grants Fund is also amended to reduce various Police and Parks & Recreation grant budgets by \$35,541 to adjust them to actuals based on reimbursed expenses.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
 THAT THE 2024-2025 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule A - GENERAL FUND

Increase: Public Works	<u>\$ 70,000</u>
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Schedule E - ELECTRIC FUND

Increase: Electric Distribution	<u>\$ 600,000</u>
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Schedule K - GRANTS FUND

Increase: Grants - Police	\$ 51,632
Grants - Parks & Recreation	(24,673)
	<u>\$ 26,959</u>

Section 2 - Estimated Revenues

Schedule A - GENERAL FUND

Increase: Fund Balance Appropriated	<u>\$ 70,000</u>
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Schedule E - ELECTRIC FUND

Increase: Miscellaneous Customer Fees	<u>\$ 600,000</u>
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Schedule K - GRANTS FUND

Decrease: Grants - Police	\$ 51,632
Grants - Parks & Recreation	(24,673)
	<u>\$ 26,959</u>

NATURE OF TRANSACTION:

- ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
- TRANSFER WITHIN ACCOUNTS OF SAME FUND
- OTHER: FUND BALANCE APPROPRIATED

APPROVED BY THE BOARD OF ALDERMEN AND
 ENTERED ON MINUTES DATED AUGUST 13, 2024
 AGENDA ITEM NUMBER _____

 BRENDA E. BLANCO, CITY CLERK



NEW BERN

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Jeffrey T. Odham

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

Memorandum

TO: Alderman Johnnie Ray Kinsey

FROM: Brenda Blanco, City Clerk

DATE: May 8, 2024

SUBJECT: Appointment to Board of Adjustment

George "Eric" Jones has resigned from the Board of Adjustment due to scheduling conflicts. A new appointment is needed to fill the remainder of his term which expires on June 30, 2025.



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MEMO TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: May 31, 2024
SUBJECT: Various Appointments Expiring June 30, 2024

Attached please find a listing of several appointments that will expire on June 30, 2024. The list provides information as to whether current appointees are eligible for reappointment and, if so, whether they are interested in continuing to serve. Current appointees are permitted to continue serving until a new appointment is made.

Applications of interest have been circulated by email. When considering an applicant, please keep in mind the desired qualifications or background for serving on each respective board or commission.

****UPDATE 07/19/24:** The only appointment outstanding at this time is Ward 4's appointment to HPC to reappoint or replace Marc Wartner.

/beb

Updated 07/13/24

	Eligible for Reappt?	Interested in Reappt	Phone	Appointing Authority
Board of Adjustment – Terms Expiring 06/30/24				
Appointments made 6/25/24; no further action needed				
James "Trey" Ferguson	Yes	Yes	919-995-2946	Ward 1
Reappt 06/25/24				
Tim Tabak	Yes	Yes	252-636-9484	Ward 3
Bike & Ped – Term Expiring 07/10/24				
Appointment made 6/25/24; no further action needed				
Bill Sadler	Yes	No	252-635-0866	Anyone
Community Development & Advisory Committee – Terms Expiring 06/30/24				
See Note Below**				
Corinne Corr		No		Ward 1
Carol Williams				Ward 2
Marshall Williams				Ward 3
Vernon Guion				Ward 4
James Woods, Jr.				Ward 5
Della Wally				Ward 6
HPC – Terms Expiring 06/30/24				
Marc Wartner	Yes	Yes	252-349-2001	Ward 4
Jim Morrison Reapptd	Yes	Yes	252-256-0062	Ward 6
6/11/25				
Candace Sullivan	Yes	No	252-670-1032	Ward 1 rotation
New appt made				
P&Z – Terms Expiring 06/30/24				
Appointments made 06/24/24 & 07/11/24; no further action needed				
Margie Dunn	No	N/A		Ward 2
Gaspar "Sonny" Aluzzo	No	N/A		Ward 3
Police Civil Service Board – Terms Expiring 06/30/24				
Appointments made 6/11/24; no further action needed				
Tyrone Brown	No	N/A		Anyone
Amy James	No	N/A		Anyone

Requirements / Preferences for Appointment

Board of Adjustment: The Board meets at 5:30 p.m. on the last Monday of each month, unless the date is changed due to an observed holiday. The meetings are held in the City Hall courtroom.

The Board of Adjustment consists of 7 regular members and 2 alternates. Regular members participate in and vote on all issues. Alternate members shall only serve in the absence of regular members. The 2 alternates and 6 regular members are appointed by the Board of Aldermen and must reside in the city limits; 1 regular member is appointed by Craven County and must reside in the ETJ. Members serve 3-year terms and may be removed by the appointing authority for failure to attend 3 consecutive meetings without excuse, for missing more than 30% of the meetings within any 12-month period, or for other good cause related to performance of duties. **Because the Board of Adjustment is a “quasi-judicial” administrative body that operates between the enforcement officers and the courts, members shall have the ability to read and understand complex land ownership and development issues. Members should have backgrounds related to land ownership and development issues (i.e., law, real estate, banking, building, environmental groups, governmental agencies, community organizations, etc.).**

Bike & Ped: City residency not required. Prefer an active bicyclist, an avid or regular walker, or someone with children who actively participate in these activities.

Community Development & Advisory Committee (“CDAC”): ****The CDAC is being reviewed for realignment. It is requested that reappointments or new appointments not be made until after the Assistant City Attorney has thoroughly reviewed that Committee, as terms may be adjusted.**

HPC: The Commission meets for design review at 5:30 p.m. and holds regular, official meetings at 5:30 p.m. on the third Wednesday of each month, unless the date is changed due to an observed holiday. Design review meetings are held in the Development Services Department conference room located at 303 First Street. Regular meetings are held in the second floor courtroom at City Hall, located at 300 Pollock Street. Terms are 3 years.

The Commission is responsible for: (1) defining the rules of procedure for how it conducts business; (2) determining the form used for the certificate of appropriateness application; (3) ultimately deciding if an application for certificate of appropriateness is complete; (4) ultimately deciding if the required data necessary to determine the nature of the application has been submitted; (5) reviewing and acting on a certificate of appropriateness application through a quasi-judicial hearing; (6) negotiating with property owners who propose to demolish or relocate contributing properties in an historic district; (7) prevention of demolition by neglect; and (8) following accepted best practices and rules

Updated 07/13/24

of procedure and conduct for a quasi-judicial hearing. It is recommended members have an understanding of a historically-designated area and can understand and interpret ordinances to ensure buildings or structures in a historic district are harmonious with the character of the district.

P&Z: Meetings are held the first Tuesday of each month at 5:30 p.m. in the Development Services' conference room. P&Z consists of 8 members, 7 of whom are appointed by the Board of Aldermen and must reside in the city. One member is appointed by the County and must reside in the ETJ area. Terms are 3 years. It is recommended members have backgrounds related to real estate, development, construction, etc.

Police Civil Service Board: Two-year terms; members are ineligible to serve a consecutive term. The Board meets on an as-needed basis to hear appeals of sworn officers. It is recommended members have a background in law enforcement or human resources. Anyone who is a member of the NBPD or has served or volunteered with the NBPD within the last 3 years is ineligible for appointment.



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Memorandum

TO: Mayor and Aldermen

FROM: Brenda Blanco, City Clerk

DATE: June 28, 2024

SUBJECT: Appointment to Board of Adjustment

Mike Duffy, an alternate on the Board of Adjustment, has resigned. A new appointment is needed to fill the remainder of a term which expires on June 30, 2026. This appointment is open to the Mayor or any Alderman.



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Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: July 17, 2024

SUBJECT: Appointment to Police Civil Service Board

Charles Schulz was appointed to the Police Civil Service Board on June 11, 2024, but has subsequently become ineligible to serve in that capacity. A new appointment is needed to fill the remainder of his term which expires on June 30, 2026.



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Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: August 02, 2024
SUBJECT: Appointment to MPO Transportation Advisory Committee

Alderman Bob Brinson was appointed by the Board on September 27, 2022 to serve on the MPO Transportation Advisory Committee. With his resignation, a new appointment from the Board is needed to serve in this capacity.

The New Bern Area Metropolitan Planning Organization ("MPO") is the region's transportation planning organization. The Transportation Advisory Committee ("TAC") is the decision-making board, comprised of representatives from each member agency and a member of the North Carolina Board of Transportation. The TAC receives guidance and recommendations from the Technical Coordinating Committee ("TCC"). This committee meets every other month at 11 a.m. on the fourth Thursday. Meetings are held at 303 First Street in Development Services' conference room.



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Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: August 02, 2024
SUBJECT: Appointment to Bike and Pedestrian Advisory Committee

Alderman Bob Brinson represented the Governing Board on the Bicycle and Pedestrian Advisory Committee. With his resignation, a new appointment is needed. The seat must be filled by a member of the Board of Aldermen.