#### CITY OF NEW BERN BOARD OF ALDERMEN MEETING FEBRUARY 13, 2018 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

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

#### Consent Agenda

- 4. Consider Adopting a Resolution Closing Specific Streets for an Antique Car Show.
- 5. Consider Adopting a Resolution Amending the Street Closure for the Black History Month Parade to Include a Rain Date.
- 6. Approve Minutes.

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- 7. Presentation by UNC School of Government on the Development Finance Initiative Project.
- 8. Consider Adopting a Resolution Approving the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement Revision 2017.
- 9. Consider Adopting a Resolution Approving a Qualified Source for Obtaining the Ethics Training Required by NC General Statute §160A-87.
- 10. Consider Adopting a Resolution Approving a Contract with the NC Department of Environmental Quality for Grant Funds for the Neuse River Gateway Project Phase II.
- 11. Consider Adopting a Resolution Authorizing the Submission of a Grant Application to Creative Economic Development, LLC for a Creative Give Back Grant.
- 12. Consider Adopting a Resolution to Consider Temporarily Closing 2<sup>nd</sup> Street Between Rhem Avenue and Trent Boulevard.
- 13. Consider Adopting an Amendment to the Budget Ordinance for Fiscal Year 2017-2018 and Modifying the Classification Pay Plan.
- 14. Consider Adopting a Budget Ordinance Amendment for FY 2017-18 General Fund.

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

Aldermen

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



Dana E. Outlaw Mayor

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Mark A. Stephens City Manager

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager

Met 2/2/18

Date: February 6, 2018

Re: February 13, 2018 Agenda Explanations

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

#### 3. Request and Petition of Citizens.

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

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

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

#### Consent Agenda

# 4. Consider Adopting a Resolution Closing Specific Streets for an Antique Car Show.

(Ward 1) Frederick Wagner, Event Coordinator with First Capital Chapter Antique Automobile Club of America, has requested the 200-300 blocks of Middle Street

and 300-400 blocks of Pollock Street be closed on May 12, 2018 from 6 a.m. until 2 p.m. for a car show. A memo from Foster Hughes, Director of Parks and Recreation, is attached along with a copy of the event application and a map.

#### 5. Consider Adopting a Resolution Amending the Street Closure for the Black History Month Parade to Include a Rain Date.

(Ward 1) A resolution was adopted on January 23, 2018 approving street closures for the Black History Month Parade scheduled for February 17, 2018. The resolution did not provide for a rain date, and organizers are concerned about the possibility of inclement weather and have requested a rain date of February 24, 2018. The proposed resolution has been amended to include this alternate date. The streets that will be closed to vehicular traffic from 10:00 a.m. until 2:00 p.m. are the 500 block of Fort Totten Drive, 1300-1800 blocks of Trent Boulevard, 400 block of First Street, 700-1300 blocks of Broad Street, and 400-800 blocks of George Street.

#### 6. Approve Minutes.

Minutes from the January 23, 2018 regular meeting and February 2-3, 2018 retreat are provided for review and approval.

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# 7. Presentation by UNC School of Government on the Development Finance Initiative Project.

In 2015, the City engaged the UNC School of Government's Development Finance Initiative ("DFI") to evaluate the redevelopment potential of several City-owned properties located downtown. Representatives from the DFI will provide a presentation to briefly review the overall project and then focus on their current efforts, which are centered on the vacant lot located at the intersection of Craven and South Front Streets.

#### 8. Consider Adopting a Resolution Approving the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2017.

The City has previously adopted a resolution approving a North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement. This agreement is revised from time to time, and the last revision was approved in August of 2005. Because of changes in local officials and state positions, it has become necessary to once again revise the agreement. Stanley Kite, Craven County's Emergency Services Director, has forwarded "Revision 2017" to participating local governments. The agreement meets FEMA's requirements and helps speed up the process for local governments when applying for FEMA reimbursement.

# 9. Consider Adopting a Resolution Approving a Qualified Source for Obtaining the Ethics Training Required by NC General Statute §160A-87.

NC General Statute § 160A-87 requires all members of governing boards to receive a minimum of two clock hours of ethics education within 12 months after initial or subsequent election or appointment to office. The training shall cover laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level. Statute allows for the training to be provided by the NC League of Municipalities or UNC School of Government, among others, or by a qualified source of the governing board's choosing.

Eastern Carolina Council ("ECC") is offering training on February 22, 2018 from 6-8 p.m. at their office. This training will be conducted by David Baxter, an attorney with Sumrell, Sugg, Carmichael, Hicks & Hart, PA. The board is asked to consider approving this as a qualified source for meeting the mandated training requirements. Currently, three Board members have expressed a desire to attend the training offered through ECC. Any others who wish to sign up for this local training are asked to notify the City Clerk for registration purposes. The Clerk is required by statute to maintain a record verifying receipt of the ethics education by each member of the board.

# 10. Consider Adopting a Resolution Approving a Contract with the NC Department of Environmental Quality for Grant Funds for the Neuse River Gateway Project Phase II.

(Ward 3) On August 9, 2016, the Board authorized the submission of a final application to the NC Department of Natural Resources – Coastal Management Division for the 2016/17 Public Beach and Coastal Waterfront Access Grant. The application was approved, and the City has been awarded \$55,000.00. The grant does require a total match of \$18,333.33, of which \$9,166.66 shall be in-kind services and \$9,166.67 shall be cash. Funds will be utilized for the Neuse River Gateway Project Phase II. A memo from Foster Hughes, Director of Parks and Recreation, is attached.

#### 11. Consider Adopting a Resolution Authorizing the Submission of a Grant Application to Creative Economic Development, LLC for a Creative Give Back Grant.

(Ward 3) Staff is seeking approval to submit an application for the Creative Give Back Grant offered by Creative Economic Development, LLC. If received, the grant funds will be utilized to formulate a sustainable organizational and economic development plan for the City Market project. The City Market calls for outdoor vending areas, a market, a commercial kitchen accelerator, and an inventor's space. This grant can assist with developing the most effective and efficient organization and layout of these elements. While the grant does not require matching funds nor the Board's consent to apply, it will look favorable in the scoring process to show the Board supports the application. Thus, a resolution is presented for your consideration. A memo from Jeff Ruggieri, Director of Development Services, is provided.

# 12. Consider Adopting a Resolution to Consider Temporarily Closing 2<sup>nd</sup> Street Between Rhem Avenue and Trent Boulevard.

(Ward 1) The Ghent Community has long expressed concerns about the volume of traffic on 2<sup>nd</sup> Street, which is routinely used as a cut-thru between Country Club Road and Trent Boulevard. The neighborhood has voiced concerns about increased traffic volume and safety issues for children and residents. Staff has worked to alleviate some of these issues by installing additional stop signs, posting "No Thru Traffic" signs, increasing police presence, relocating the Public Utilities Department and directing City employees to avoid use of 2<sup>nd</sup> Street as a means of access to the City Garage. In spite of these efforts, the Ghent Community still has concerns. A 2016 traffic study revealed the street has an average of 1,675 vehicles per day.

At the request of Aldermen Bengel and Aster, a temporary closure of 2<sup>nd</sup> Street is proposed between Rhem Avenue and Trent Boulevard. This closure will be for a period of 90 days from February 19, 2018 and May 20, 2018. During this time, staff will perform multiple traffic-count studies and will also monitor the impact on adjoining streets. A memo from Matt Montanye, Director of Public Works, is attached.

# 13. Consider Adopting an Amendment to the Budget Ordinance for Fiscal Year 2017-2018 and Modifying the Classification Pay Plan.

A recent Market Analysis Pay Study was conducted to provide a comprehensive review and comparable analysis of the City's present position classifications and pay plan. The City's salaries were compared with 16 other local governments. To provide data necessary to ensure the competitiveness of New Bern's salaries with comparable employers, which is imperative for effective recruitment and retention efforts. It also ensures external competitiveness and internal equity and consistency among similar positions. Ninety-nine classifications were recommended for pay grade advances in order to place employees in the appropriate market-based salary range. As a result, employees who are currently below the recommended minimum will need to be brought up to the suggested minimum salary, and salary compression issues will need to be addressed. The total implementation cost for these changes is \$308,000 annually. The cost for FY2018 will be approximately \$154,000, although some of this expense can be absorbed through position vacancies. To accommodate these changes, a budget amendment is proposed to fund the changes through a reduction in contingency. Additionally, Section 4 of the FY2017-18 Budget Ordinance will be modified to incorporate an updated Classification Pay Plan. Memos from Sonya Hayes, Director of Human Resources, and J.R. Sabatelli, Director of Finance, are attached along with a copy of the Market Analysis Pay Study and proposed changes to the Classification Pay Plan.

# 14. Consider Adopting a Budget Ordinance Amendment for FY 2017-18 General Fund.

This budget ordinance amendment appropriates funds to the Police Department. Fund balance in the amount of \$66,500 will be transferred to cover the replacement of an interview room camera system at a cost of \$47,000, \$4,500 for three additional surveillance cameras for the George Street property, and \$15,000 for special operations. Additionally, the amendment appropriates \$240,000 for salary expenditures, which will be funded through \$201,500 from contingency and \$38,500 from unspent funds budgeted for the election. A memo from Mr. Sabatelli is attached.

#### 15. Appointment(s).

- a) Victor Taylor represented the Board of Aldermen on the New Bern-Craven County Public Library Board of Trustees. The Board is asked to make an appointment to replace Mr. Taylor. The new appointee shall serve as a trustee for the duration of their term of office. The Library Board meets the first Tuesday of alternate months beginning with February. The meetings begin at 7:30 p.m. and are held at the library. Any Board member who is absent for more than three consecutive meetings during the year will be removed from the Board.
- b) Based on the rotation schedule, Alderman Best is asked to make an appointment to the Appearance Commission. The number of members on this commission was recently increased from five to seven, and one of these positions is unfilled. The Ordinance provides appointees shall be residents of the City's planning and zoning jurisdiction and shall, when possible, have had special training or experience in a design field such as architecture, landscape design, horticulture, city planning, or a closely-related field. Members of the Appearance Commission serve a three-year term. The commission currently holds its meetings at 6 p.m. on the second Thursday of each month at Parks and Recreation's administrative offices.
- c) Peggy Broadway's term on the Appearance Commission will expire March 1, 2018. Appointments are made on a rotating basis, and Alderman Odham is asked to fill this seat. Pursuant to the ordinance, appointees shall be residents of the City's planning and zoning jurisdiction and shall, when possible, have had special training or experience in a design field such as architecture, landscape design, horticulture, city planning, or a closely-related field. Members of the Appearance Commission serve a three-year term. The commission currently holds its meetings at 6 p.m. on the second Thursday of each month at Parks and Recreation's administrative offices.

- d) The Board is asked to appoint a representative to the Highway 17 Association. While Bernard White previously represented the City in this capacity, appointees are not restricted to elected officials and can be a member of the local government's management team or staff. Meetings are held quarterly, usually on the fourth Wednesday of the month from 10 a.m. to 12 noon, followed by lunch. The meeting location rotates within the Hwy. 17 corridor area. The next two meetings are scheduled for April 18<sup>th</sup> and June 27<sup>th</sup>.
- 16. Attorney's Report.
- 17. City Manager's Report.
- 18. New Business.
- 19. Closed Session.
- 20. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL 639-7501 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

## **AGENDA ITEM COVER SHEET**

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#### Agenda Item Title:

p.m. Saturday,	May 12, 2018 for the F	specific streets to vehicle traffic from 6:00 a.m. until 2:00 First Capital Antique Automobile Club of America Car Show 200- 00-400 blocks of Pollock Street.
Date of Meetin	g 2/13/2018	Ward # if applicable <u>Ward 1</u>
		If multiple, list:
Department	Parks & Recreation	Person Submitting Item: Mr. Foster Hughes
Call for Public	Hearing <u>No</u>	Date of Public Hearing
Explanation of	Item:	
		AACA Event Coordinator has requested to close specific ow on Saturday, May 12, 2018 from 6:00 a.m. until 2:00 p.m.
Actions Neede Adopt the Resol		·
Is item time se	ensitive? <u>No</u>	
Will there be a	dvocates/opponents	at the meeting? <u>Select</u>
Backup Attach	ed:	
Resolution Memo Event Applicatio Map	'n	
Cost of Agenda		e, has it been budgeted and are funds available and
	Finance Director : $\underline{S}$	
Additional note	25:	

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Aldermen

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

Foster Hughes, CPRE Director of Parks & Recreation



Dana E. Outlaw Mayor

Mark A. Stephens City Manager

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE Director of Parks and Recreation (+)

Re: Adopt the Resolution to close specific streets to vehicle traffic 200-300 blocks of Middle Street, and the 300-400 blocks of Pollock Street, for the First Capital Antique Automobile Club of America Car Show on Saturday, May 12, 2018 from 6:00 a.m. until 2:00 p.m.

#### **Background Information:**

Fredrick Wagner, First Capital Chapter AACA Event Coordinator has requested to close specific streets to vehicle traffic 200-300 blocks of Middle Street, and 300-400 blocks of Pollock Street for the First Capital of Antique Automobile Club Car Show on May 12, 2018 from 6:00 a.m. until 2:00 p.m.

#### Recommendation:

The Parks and Recreation Department recommends approval and request the Board adopt a Resolution approving to close the 200-300 blocks of Middle Street, and 300-400 blocks of Pollock Street, for the First Capital Antique Automobile Club of America Car Show on May 12, 2018 from 6:00 a.m. until 2:00 p.m.

If you have any questions concerning this matter, please call

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

#### RESOLUTION

THAT WHEREAS, First Capital Antique Automobile Club of America has scheduled its annual car show and requested specific streets be closed to vehicular traffic from 6:00 a.m. until 2:00 p.m. Saturday, May 12, 2018. Those streets are the 200-300 blocks of Middle Street and 300-400 blocks of Pollock Street; 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 200-300 blocks of Middle Street and 300-400 blocks of Pollock Street be closed to vehicular traffic from 6:00 a.m. until 2:00 p.m. on Saturday, May 12, 2018 for the First Capital Antique Automobile Club of America Annual Car Show.

ADOPTED THIS 13th DAY OF FEBRUARY 2018.

Dana E. Outlaw, Mayor

Brenda E. Blanco, City Clerk



#### New Bern Parks, Recreation, & Cultural Resources Pre-Event or Permit Questionnaire

Way 12, 2018

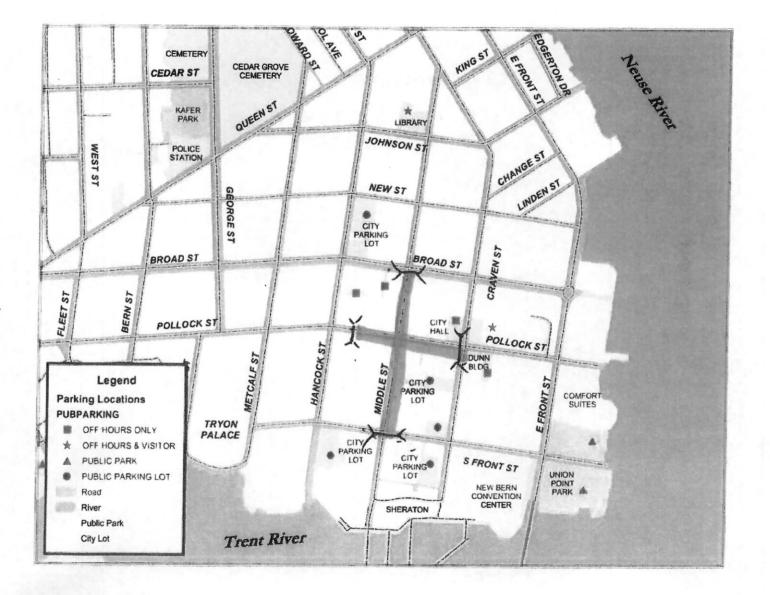
Thank you for choosing New Bern Parks & Recreation for your event or permit. The purpose of this form is to obtain information <u>before</u> the application or permit process is requested. All requests are to be returned to Parks & Recreation Administration; requests include, but not limited to parks, open spaces, ball fields, streets, festivals, parades, road races and rallies.

If requesting the use of a recreation center, complete and return to the facility of choice (contact facility at bottom of page); approval of application is at the discretion of the Center Supervisor.

Please note: When requesting the use of City facilities for event purposes, allow for a minimum of 60 days prior to the requested event date for consideration; for permits, allow for a minimum of 30 days prior to the requested permit date for consideration. Completing a pre-event or permit questionnaire does not guarantee approval.

Name: Fresharen W Wagden Today's Date: 12/11/17
Name: Freener W Wagden Today's Date: 12/11/17
State: NC Zip: 2856 Telephone: 252 637 7503cell:
E-mail address: THE WASS 27 @ YAHOD COM
Facility Requested (check one):Stanley White Rec. CenterWest New Bern Rec. Center
George St. Park Spray Ground New Bern Aquatics CenterAthletic FieldCity Park
Cother (example: Open Space/Ball Field/Street): MIMLE & PILLERK ST (SBE MAP
Date of Event: <u>5/12/18</u> Hours: From: <u>6 Am</u> To: <u>2 PM</u>
Purpose of Event: CAR SHOW Pueple on SHE to park vehicles @
Is this an ongoing event? Yes No (if yes, please explain, include dates & times: 6 a m. [ Event from
Are you requesting closure and/or use of State-owned streets/bridges in the City limits of New Bem? Y*N
"If yes, a 90-day notice is required by DOT regulation to gain permission to use/close State roads/bridges. A Special Event Form must be completed and returned to NCDOT. If you require this form, please let our office know and we will supply one for you. Once the NCDOT Special Events Form is complete, attached the following: a map of the route: along with a certificate of insurance naming the City of New Bern and NCDOT as an additional insured.
Is event for fundraising purposes?YesNo (if yes, please provide non-profit or not-for-profit organization name and tax I.D.
Number) Organization Name: AACIAID #:
Projected Attendance: <u>300</u> Will you be charging admission? Yes <u>No</u> (If yes, state how much \$)
Note: Security may be required at the organizers expense, given the attendance and projected nature of the event.
Recreation Center: please check the area(s) you are requesting
Meeting RoomKitchenMulti-purpose RoomGame RoomFitness RoomGymnasium
Park Name: Please check the area(s) you are requesting.
ShelterOpen SpaceStageGazeboOther:
Electricity?YesNo (Check one) Water?YesNo (Check one)
Signature Title (if applicable) (Date)

# MAY 12 2018



# AGENDA ITEM COVER SHEET

#### Agenda Item Title:

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If multiple, list:         Department       Parks & Recreation         Person Submitting Item:       Foster Hughes, CPRE         Call for Public Hearing       Date of Public Hearing         Explanation of Item:       Date of Public Hearing         At it's January 23, 2018 meeting, the board approved street closures for the annual Black Hist         Wonth Parade from 10:00 a.m. until 2:00 p.m. on Saturday, February 17, 2018. Victor Taylor         Chairman of the event, has requested a rain date be established.         Actions Needed by Board:         Value         Value the Resolution         State the sensitive? No         Vill there be advocates/opponents at the meeting? Select         Backup Attached:         Versent Questionnaire         Parade, Picket, Demonstration application         Apa         Ost of Agenda Item:         M/A         This item requires an expenditure, has it been budgeted and are funds available amerified by the Finance Director : Select	Consider Adopting a Resolution Ame Month Parade to Include a Rain Date	nding the Street Closure for the Annual Black History
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Additional notes:	f this item requires an expenditu ertified by the Finance Director :	re, has it been budgeted and are funds available and <u>Select</u>
	Additional notes:	

#### RESOLUTION

WHEREAS, a resolution was adopted on January 23, 2018 approving a street closure for the Black History Month Parade to be held on February 17, 2018. The specific streets to be closed to vehicular traffic from 10:00 a.m. until 2:00 p.m. are the 500 block of Fort Totten Drive, 1300-1800 blocks of Trent Boulevard, 400 block of First Street, 700-1300 blocks of Broad Street, and 400-800 blocks of George Street; and

WHEREAS, the aforesaid resolution did not provide for a rain date, and organizers are concerned about the possibility of inclement weather and have requested a rain date of February 24, 2018 be approved; and

WHEREAS, the Director of Parks and Recreation recommends the streets be closed as requested and a rain date be established.

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

1. That the 500 block of Fort Totten Drive, 1300-1800 blocks of Trent Boulevard, 400 block of First Street, 700-1300 blocks of Broad Street and 400-800 blocks of George Street be closed to vehicular traffic from 10:00 a.m. until 2:00 p.m. on February 17, 2018 for Vision Forward's annual Black History Month Parade; and

2. Further, in the event of rain on February 17, 2018, the streets shall be closed on February 24, 2018 to allow the event to be held on this later date.

ADOPTED THIS 13th DAY OF JANUARY 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK





Thank you for choosing New Bern Parks & Recreation for your event or permit. The purpose of this form is to obtain information <u>before</u> the application or permit process is requested. All requests are to be returned to Parks & Recreation Administration; requests include, but not limited to parks, open spaces, ball fields, streets, festivals, parades, road races and railles.

If requesting the use of a recreation center, complete and return to the facility of choice (contact facility at bottom of page); approval of application is at the discretion of the Center Supervisor.

Please note: When requesting the use of City facilities for event purposes, allow for a minimum of 60 days prior to the requested event date for consideration; for permits, allow for a minimum of 30 days prior to the requested permit date for consideration. Completing a pre-event or permit questionnaire does not guarantee approval.

Name: VICLOR J. TAYLOR Today's Date: 21NOU17	
Address: 2817 Walter DR City: New Been	
State: NCZip:Telephone:Call 7.3537 Cell:	
E-mail address: USTAylor 12@ 14hoo. Com	
Facility Requested (check one):Stanley White Rec. CenterWest New Bern Rec. Center	, t
George St. Park Spray Ground New Bern Aquatics CenterAthletic FieldCity Park	chosure
Other (example: Open Space/Ball Field/Street):	ور منار
Other (example: Open Space/Ball Field/Street): Date of Event: To: Hours: From: To: Zpm Pumose of Event: R(Ack History Month Paepale	CLOSWA CLOSWA
Purpose of Event: BlAck History Monsth PARAde	# 28
Is this an ongoing event?YesNo (if yes, please explain, include dates & times:	
Are you requesting closure and/or use of State-owned streets/bridges in the City limits of New Bern?	Y LN
"If yes, a 90-day notice is required by DOT regulation to gain permission to use/close State roada/bridges. A Special Event Form mu returned to NCDOT. If you require this form, please let our office know and we will supply one for you. Once the NCDOT Special Even attached the following: a map of the route: along with a certificate of insurance naming the City of New Bern and NCDOT as an add	15 FOID IS COMPLETE,
Is event for fundralsing purposes?YesNo (if yes, please provide non-profit or not-for-profit organization name	and tax I.D.
Number) Organization Name: ID #: ID #:	
Projected Attendance: 50 Will you be charging admission? Yes No (If yes, state how muc	
Note: Security may be required at the organizers expense, given the attendance and projected nature of the event.	10am-12pm
Recreation Center: please check the area(s) you are requesting	Lineup
Meeting RoomKitchenMulti-purpose RoomGame RoomFitness RoomGy	nnasium പാചാലിന
Park Name: Please check the area(s) you are requesting.	12-2pm Naride
ShelterOpen SpaceStageGazeboOther:	
Electricity?YesNo (Check one) Water?YesNo (Check one)	<u> </u>



#### CITY OF NEW BERN APPLICATION FOR PERMIT PARADE, PICKET, OR DEMONSTRATION



Application is hereby made for a permit to parade, picket, or demonstrate, as provided in the Ordinance of the City of New Bern entitled "An Ordinance Regulating Parades, Picket Lines, and Group Demonstrations in the City of New Bern", and other applicable sections of law.

Name of Event: Black History Parado Person in charge: Victor J. Taylor

1. The purpose for which the application is to parade, picket, or demonstrate, and the reason for such activity is as follows:

Black History Monsth Parade 2. The time requested for such activity is as follows:

- From: 10 Am To: \_\_\_\_\_\_bn the \_\_\_\_\_ day of Feb \_\_\_\_\_
- 3. The place of such activity shall be at Treest Rd (Ft tothen Park)

NOTE: A map should be attached if available.

4. Are you requesting a State road or bridge to be closed \_\_\_\_\_Y\* \_\_\_\_N

\*(if yes, a 90-day notice is required by DOT regulation to gain permission to close State roads or bridges)

- 5. Projected attendance at such activity is \_\_\_\_\_; projected not to exceed\_\_\_\_\_\_
- 6. Minors (under 18 years of age) involved? Yes/No (circle one)....how many? \_\_\_\_\_\_\_\_\_
- 7. The principle objective of the activity(describe in detail):

a. PARAde Reconstring Black History Month

8. If the activity includes the use of floats, vehicles, placards, loudspeakers, or mechanical devices of any type, please explain in full detail their use, purpose, and number:

2. Will be used in the Parade

b. Vehicles Floats

9. Check points: \_\_\_\_\_

10. Additional comments(if applicable):

11. This application is hereby made by the undersigned, as a representative of the group involved in the activity described, as is filed or petitioned, for issuance of a permit from the Director of Parks and Recreation, under the applicable ordinances as established by the City of New Bern.

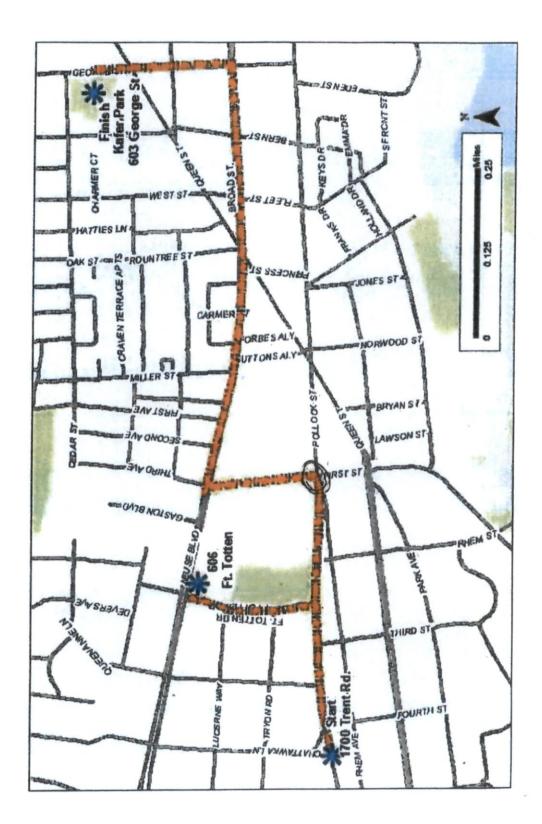
.

This <u>21</u> (Date)	day ofOOU(Month)	(Year)
Name: <u>NSION</u>	s forward G	Doup (victor J. Taylor)
Organization:	pame Above	
Address: 2817	Walter Driv	<u>e</u>
New	Bern NC	28562
Telephone #: 2	52 Leiz 2537	

Please return to:

New Bern Parks & Recreation 1307 Country Club Road New Bern, NC 28562 252-639-2901

REV: 3/2/17



#### February 17, 2018

	Barricades	Streets
• .	4	Trent Blvd. & Stewart Blvd.
	4	Trent Blvd. & 5 <sup>th</sup> Street (2 barricades each on right and left)
	2	Trent Blvd. & Chattawka Lane (block off at stop sign vs. folk)
	1	Trent Blvd. & Queen Ann Lane
	1	Trent Blvd. & 3 <sup>rd</sup> Street
	2	Trent Blvd. & Fort Totten
	2	Trent Blvd & 2 <sup>nd</sup> Street
	4	Bear Foot Landing Apartments (2 at each entrance)
	1	Trent Blvd & Rhem (at stop sign off Rhem)
	2	Neuse Blvd. & 1 <sup>st</sup> Street (at the intersection East side)
	1 .	Neuse Blvd. & 3 <sup>rd</sup> Avenue
	1.	Broad Street & Miller Street
	1	Broad Street & Forbes Alley
	2	Queen Street & Princess Street
	4	Broad Street & Fleet Street (at the intersection on the right and left)
	2	Broad Street & Bern Street
	2	Broad Street & George Street (at the intersection toward Tryon Palace)
	2	George Street & Queen Street
	2	George Street & Cedar Street
	2	George Street & Main Street
	4	George Street & Cypress Street

#### Total: 46

4 at Trent Blvd. and Stewart Blvd.



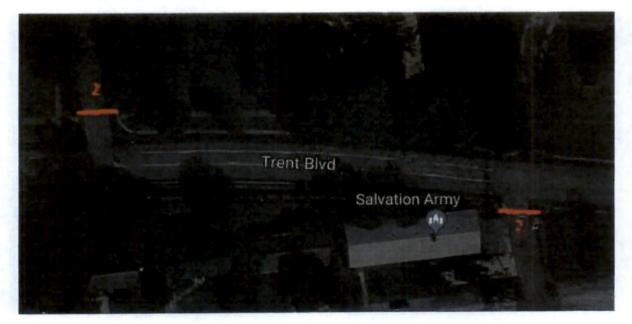
4 at Trent Blvd. and 5<sup>th</sup> St (2 barricades each side) 2 at Trent Blvd. and Chattawka Ln



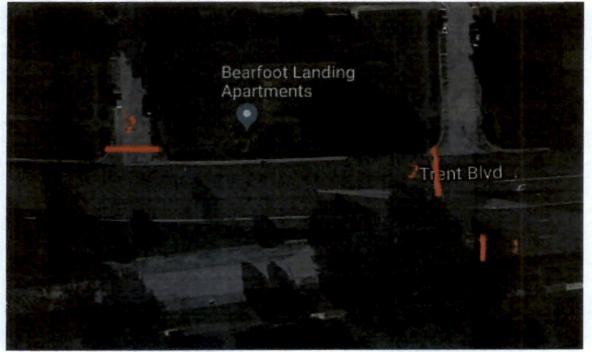
1 at Trent Blvd. and Queen Ann Ln  $\,$  1 at Trent Blvd. and 3  $^{rd}$  St  $\,$ 



2 at Trent Blvd. and Fort Totten Dr 2 at Trent Blvd and 2<sup>nd</sup> St



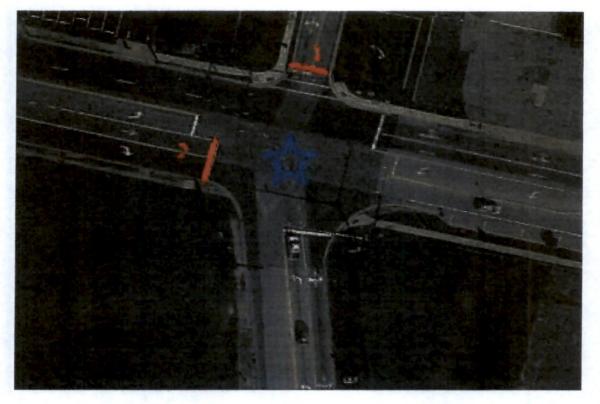
4 at Bear Foot Landing Apartments (2 at each entrance) 1 at Trent Blvd and Rhem St



1 Police Officer with patrol vehicle at Trent Blvd and First St



1 patrol officer and 3 barricades at Neuse Blvd and First St (1 at  $3^{rd}$  Ave). The barricades will be put in place once the parade begins.



1 at Broad St and Miller St (barricade will be placed up once the parade begins) 1 at Broad St and Forbes Alley



## **AGENDA ITEM COVER SHEET**

#### Agenda Item Title:

Possive a Prosentation from Pon	procentatives of the North Carolina School of Covernment
	presentatives of the North Carolina School of Government Providing an Update on the 2015 Downtown Parcel Utilization Study
Date of Meeting 2/13/2018	Ward # if applicable <u>Ward 1</u>
	If multiple, list:
Department Develop. Services	Person Submitting Item: Jeff Ruggieri
Call for Public Hearing <u>No</u>	Date of Public Hearing
Explanation of Item:	
In 2015, the City engaged the S	chool of Government's Development Finance Initiative to evaluate
the redevelopment potential of s	several City owned downtown properties. Representatives from the
	opment Finance Initiative (DFI) will provide the Board a brief review
	ocus on their current efforts centered on the City owned vacant
parcel located at the intersection	n of Craven and South Front Streets.
Actions Needed by Board:	
	presentatives of the North Carolina School of Government
	providing an update on the 2015 Downtown Parcel Utilization Study
Is item time sensitive? <u>Y / N</u> Will there be advocates/oppo	nents at the meeting? <u>Select</u>
Backup Attached:	
memo, powerpoint	
Cost of Agenda Item:	
If this item requires an expen certified by the Finance Direct	nditure, has it been budgeted and are funds available and tor : <u>Select</u>
Additional notes:	

Aldermen

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



CITY OF NEW BERN

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

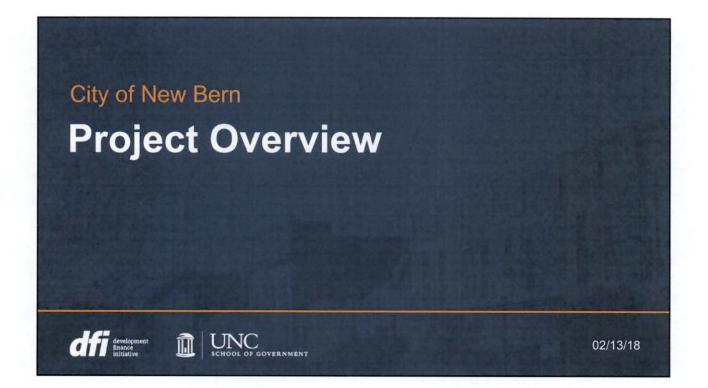
Mark A. Stephens City Manager

TO:	Mayor Dana Outlaw, City of New Bern Board of Aldermen
FROM:	Jeff Ruggieri, Director Development Services

**DATE:** 2/1/18

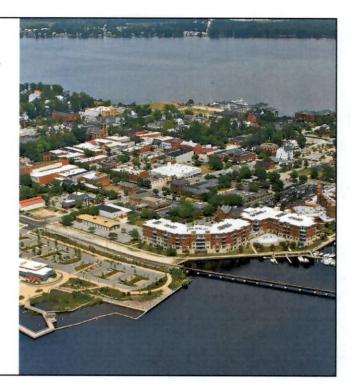
SUBJECT: NC School of Government Development Finance Initiative Presentation

In 2015, the City engaged the School of Government's Development Finance Initiative to evaluate the redevelopment potential of several City owned downtown properties. Representatives from the NC School of Government Development Finance Initiative (DFI) will provide the Board a brief review of the overall project and then focus on their current efforts centered on the City owned vacant parcel located at the intersection of Craven and South Front Streets.



# **Meeting Agenda**

- DFI Introduction
- DFI Project & Scope
- Craven & Pollock Program
- Craven & Front Program
- Summary and Next Steps

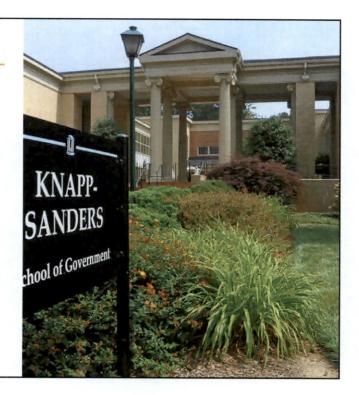


## **UNC School of Government**

A trusted resource for North Carolina's public officials for more than 80 years

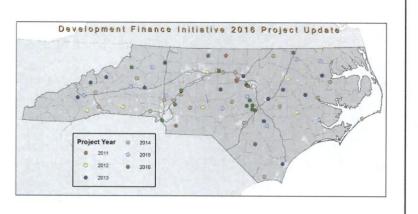
#### Mission:

Improve the lives of North Carolinians by helping public officials understand and improve state and local government through teaching, publishing, and advising.

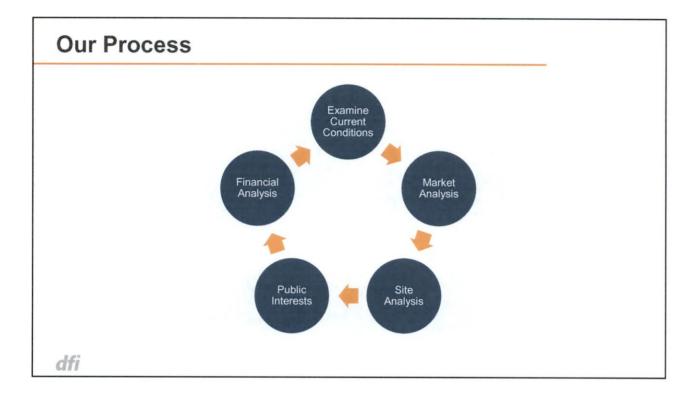


**Development Finance Initiative** 

The Development Finance Initiative (DFI) is a program of UNC Chapel Hill's School of Government and collaborates with communities in NC to attract private investment for transformative projects by providing specialized finance and real estate development expertise.



dfi





## Scope

- Examine current conditions
- Identify development opportunities
- Conduct pre-development services for opportunity sites
- Analyze & recommend public participation options
- Attract private investment



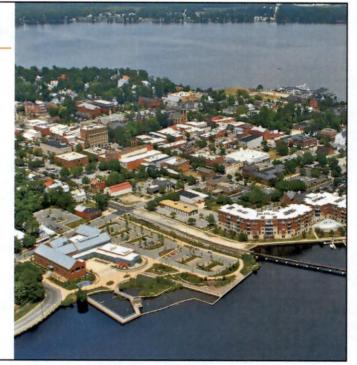
A 0 310 620 1,240 City of New Barn

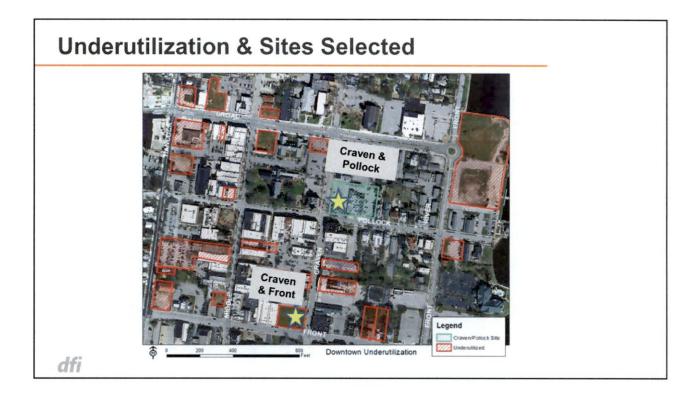
## **Guiding Public Interests**

#### Previously Endorsed

dfi

- Contribute to local tax base and capitalize on public improvements
- · Attract landmark infill development projects
- Increase residential density and provide additional retail/restaurant opportunities in downtown
- Provide a sustainable parking solution for municipal uses and future redevelopment in downtown
- Minimize public investment and attract private investment while maintaining public interests





# Program and Design Drivers City engaged Ratio Architects to work with DFI... Mixed-use development with street-level commercial Take into account entire streetscape - connectivity between sites, relationship to adjacent buildings and entire downtown Parking for new development + additional public parking Efficient building and parking structure layout Active uses wrapping parking Align with local zoning, UDO, Historic District, height, parking requirements, etc.

## **Community & Stakeholder Engagement to Date**

- · Ongoing one-on-one & small group stakeholder listening sessions
  - Farmer's Market, Christ Church, Downtown property owners, business owners, & other stakeholders
- Presentations & Meetings with Swiss Bear Board (3)
  - 7/6/15, 1/21/16, 4/20/17 (approx 35 attendees at each)
- Presentations & Meetings with Chamber of Commerce Board (2)
  - 8/11/15 & 12/8/15 (approx 30 attendees at each)
- Presentation & Meeting with HDRA (1 4/10/17)
- Meetings with County (5)
  - 8/7/15, 12/1/15, 6/23/16, 1/10/17, & 3/4/17
- Presentations at Board of Aldermen public meetings (5)
  - 7/28/15, 11/24/15, 3/12/16, 3/22/16, & 3/21/17



Mixed-l	Jse
Mixe	ed-Use
Private Investment	\$13 million
Floors	5 levels
Units	63 units
Commercial space	17,500 SF
Parking	321 spaces
Public Parking	195 spaces
Public Participation	Purchase and own parking deck
dfi	

# **Alternative Scenario: Hotel**

- Site fits attractively-sized hotel
- Hospitality developers have recently expressed interest in downtown New Bern
- Recent studies indicate New Bern's hospitality market is one of the stronger markets in North Carolina

Hotel Program		
Private Investment	\$30 million	
Floors	5 levels	
Hotel Keys	156 keys	
<b>Commercial Space</b>	2,300 SF	
Amenity Space	10,000 SF	
Parking	321 spaces	
Public Parking	165 spaces	
Public Participation	Purchase and own parking deck	

## **Current Status**

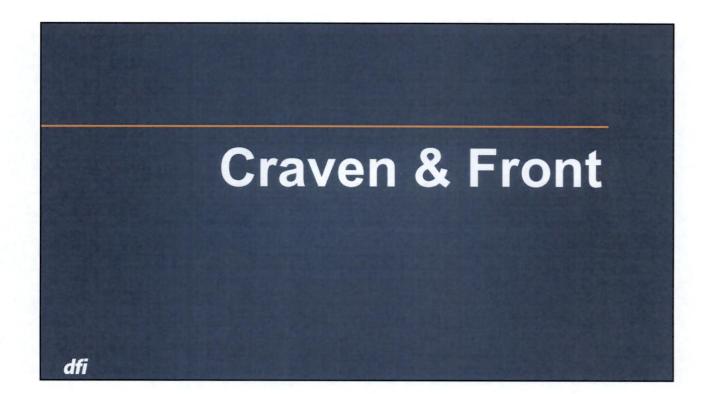
City and County discussion on interlocal agreement on hold until County space needs analysis is completed

#### **Ongoing Work**

dfi

 Support parking committee findings with parking study to provide downtown parking strategy including supply, demand, and enforcement strategies

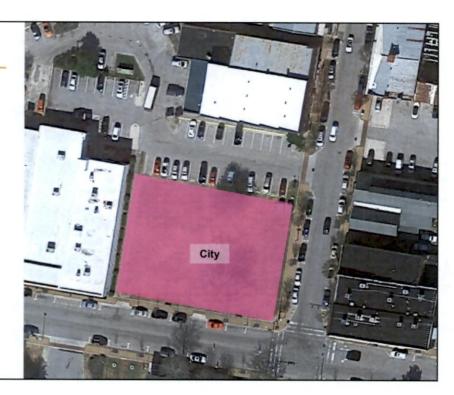




Progra	ım
Hote	el Program
Private Investment	\$19 million
Floors	5 levels
Hotel Keys	105 keys
Commercial Space	2,000 SF
Amenity Space	6,000 SF
Onsite Parking	31 spaces
Offsite Parking	74 spaces
Public Participation	Lease offsite parking
dfi	

# Why Hotel?

- Small site creates challenge for onsite parking
- Proximity to
   Convention Center
- Extending established commercial corridor on Craven St.



Recommend Next Steps	Timeline
Solicit additional public input as needed	1 month
Board endorses program and public participation	TBD
Create and release solicitation for development partners	3-4 months
Board selects development partner for exclusive negotiations	1-2 months





# **AGENDA ITEM COVER SHEET**

#### Agenda Item Title:

Consider Adopting a Resolution Approving NC Statewide Emergency Management Mutual Aid & Assistance Agreement - Revision 2017

Date of Meeting 02/13/18	Ward # if applicable N/A
Department Administration	Person Submitting Item: Mark Stephens
Call for Public Hearing 🗌 Yes 🗹 No	Date of Public Hearing

#### **Explanation of Item:**

The City has previously entered into a statewide mutual aid agreement. This agreement is revised from time to time, with the last revision having been approved in August 2005. Because of changes in local officials and state positions, it has become necessary to once again revise the agreement. The agreement is quite useful in speeding up the process for local governments when applying for FEMA reimbursement after a declared disaster.

#### Actions Needed by Board:

Consider adopting a resolution approving the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement - Revision 2017.

Is	item	time	sensitive?		Yes	4	No
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### Will there be advocates/opponents at the meeting? Yes Vo

#### **Backup Attached:**

Memo from Stanley Kite, Craven County's Emergency Services Director Resolution and Agreement

Cost of Agenda Item:

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director :  $\Box$  Yes  $\Box$  No

Additional notes:

# Craben County

Stanley Kite, Director Ira Whitford, Asst. Director



Ph: (252) 636-6608 Fax: (252) 636-6655

MEMORANDUM

**Emergency Services** 

XK

- TO: Craven County Manager City of New Bern Manager City of Havelock Manager Town of Bridgeton Mayor Town of Riverbend Manager Town of Dover Mayor Town of Cove City Mayor Town of Cove City Mayor Town of Vanceboro Mayor Town of Trentwoods Mayor
   FROM: Stanley Kite, Emergency Services Director
- SUBJ: Statewide Mutual Aid Agreement-Updated Authorized Agent
- DATE: January 22, 2018

I have been asked by the North Carolina Department of Crime Control and Public Safety Division of Emergency Management to get the Local Governments in Craven County to update the Authorized Agent page of the Statewide Emergency Management Mutual Aid Agreement. This agreement has been signed a few years ago and because of the changes in local officials and state positions it has become necessary to have new authorized agents in place. The agreement has helped speed up the process for local governments when applying for reimbursement from the Federal Emergency Management Agency after a declared disaster. The agreement meets the Federal Emergency Management Agency's requirements for such agreements when giving or receiving help in a declared disaster event.

I am sending the entire agreement for your records and review. I would like to have the original documents back after they are signed so I can present them to the Division of Emergency Management. I hope to have all these agreements in before February 28, 2018 so we can all be better prepared for any disaster. Again if I can assist you in this at 252-636-6608 you can email matter please call me or me at skite@cravencountync.gov.

Thank you for your attention in this matter.

# RESOLUTION

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

That the agreement entitled "North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2017", a copy of which is attached hereto and incorporated hereby by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute same on behalf of the City of New Bern.

ADOPTED THIS THE 13th DAY OF FEBRUARY, 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

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# NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION 2017

## For the

City of New Bern

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;

2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;

3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;

4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

# SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

# SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;

4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.

6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

# SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;

2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)

3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and

4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)
Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

# SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

2. Maintain daily personnel time records, material records, and a log of equipment hours;

3. Report work progress to Recipient at mutually agreed upon intervals.

# SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

## SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

#### North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement Revision <sup>2017</sup>

section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

#### SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

# SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

## SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

# SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

### SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

### SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of

### the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

### SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

#### SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

## SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

#### SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

## DIVISION OF EMERGENCY MANAGEMENT DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary Department of Public Safety Date:

BY: Michael A. Sprayberry, Director Division of Emergency Management Date:

BY:

Chief Executive Officer/Local Government Name: Dana E. Outlaw Title: Mayor Name of Unit: City of New Bern

Date: February 13, 2018

APPROVED AS TO PROCEDURES:

BY: Office of General Counsel Department of Public Safety Date: WITNESS:

Brenda E. Blanco, City Clerk



# LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE City of

New Bern

MAILING ADDRESS: PO Box 1129 New Bern, NC 28563-1129

DATE: February 13, 2018

# PRIMARY REPRESENTATIVE

NAME: Mark A. Stephens TITLE: City Manager

DAY PHONE: 252-639-2700

CELL PHONE: 252-514-5008

NIGHT PHONE: 252-649-4717 FAX: 252-639-2841

# FIRST ALTERNATE REPRESENTATIVE

NAME: Krissy Culler TITLE: Assistant City Manager DAY PHONE: 252-639-2708 CELL PHONE: 252-639-0274

NIGHT PHONE: FAX: **252-639-2841** 

# SECOND ALTERNATE REPRESENTATIVE

NAME: Robert Boyd TITLE: Fire Chief DAY PHONE: 252-639-2931 CELL PHONE: 252-675-2997

NIGHT PHONE: FAX: **252-636-1084** 

# AGENDA ITEM COVER SHEET

#### Agenda Item Title:

Consider Adopting a Resolution Approving a Qualified Source for Obtaining Ethics Training as Required by NCGS 160A-87

Date of Meeting 02/13/18	Ward # if applicable N/A
Department City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing 🗌 Yes 🗹 No	Date of Public Hearing

#### **Explanation of Item:**

NCGS Section 160A-87 requires all members of governing boards to receive a minimum of 2 clock hours of ethics education within 12 months after their initial election or appointment to the office and again within 12 months after each subsequent election or appointment. The proposed resolution establishes the law firm of Sumrell, Sugg, Carmichael, Hicks & Hart, PA as a qualified source for providing the ethics training.

#### Actions Needed by Board:

Consider adopting a resolution approving Sumrell, Sugg, Carmichael, Hicks & Hart, PA as a qualified source for providing ethics training.

Is item time sensitive?	✓ Yes □ No
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## Will there be advocates/opponents at the meeting? Yes 🗹 No

#### **Backup Attached:**

Memo, flyer announcing training opportunity, and proposed Resolution

Cost of Agenda Item: \$0

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director :  $\Box Yes \Box No$ 

Additional notes:

#### Aldermen

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



CITY OF NEW BERN 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

# Memorandum

- TO: Mayor and Board of Aldermen
- FROM: Brenda Blanco, City Clerk
- DATE: February 2, 2018
- SUBJECT: Required Ethics Training

NC General Statute § 160A-87 requires all members of governing boards to receive a minimum of two clock hours of ethics education within 12 months after initial or subsequent election or appointment to office. The training shall cover laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level. Statute allows for the training to be provided by the NC League of Municipalities or UNC School of Government, among others, or by a qualified source of the governing board's choosing.

Eastern Carolina Council is offering training on February 22, 2018 that will be conducted by David Baxter, an attorney with Sumrell, Sugg, Carmichael, Hicks & Hart, PA. The board is asked to consider approving this training as a qualified source.

/beb

# CITY OF NEW BERN

# RESOLUTION APPROVING A QUALIFIED SOURCE FOR OBTAINING THE ETHICS TRAINING REQUIRED BY N.C. GEN. STAT. § 160A-87

WHEREAS, the North Carolina General Assembly enacted North Carolina General Statute §160A-87 requiring that all members of this Board receive a minimum of two (2) clock hours of ethics education within twelve (12) months after initial election or appointment and again within 12 months after each subsequent election or appointment to the office;

WHEREAS, said ethics education may be provided by a qualified source other than those expressly described in North Carolina General Statute §160A-87 at the discretion of this Board pursuant to North Carolina General Statute §160A-87(c); and .

WHEREAS, Sumrell, Sugg, Carmichael, Hicks & Hart, P.A. is a qualified source of such ethics education due to the fact that its attorneys have extensive experience and knowledge of the laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level.

NOW THEREFORE, BE IT HEREBY RESOLVED, that Sumrell, Sugg, Carmichael, Hicks & Hart, P.A. is approved as a qualified source of the mandated ethics education described in North Carolina General Statute §160A-87 for the members of this Board, as necessary.

This Resolution is effective upon its adoption this 13th day of February 2018.

CITY OF NEW BERN

DANA E. OUTLAW, MAYOR

ATTEST:

Brenda E. Blanco, City Clerk





# **Ethics Training**

**<u>RSVP:</u>** Leighann Morgan - eccadmin@eccog.org

(Complimentary dinner)

Reminder: Your board should pass the attached resolution at its next meeting

# AGENDA ITEM COVER SHEET

# Agenda Item Title:

Consider Adopting a Resolution Autho Department of Environmental Quality	prizing the City Manager to execute a contract with NC
Date of Meeting 2/13/2018	Ward # if applicable <u>Ward 3</u>
	If multiple, list:
epartment Parks & Recreation	Person Submitting Item: Mr. Foster Hughes
all for Public Hearing No	Date of Public Hearing
xplanation of Item:	
55,000 as well as in-kind and cash n	NC Department of Environmental Quality in the amount of natch for Neuse River Gateway Project Phase II.
Actions Needed by Board:	
Adopt the Resolution.	
s item time sensitive? <u>No</u>	
Vill there be advocates/opponent	s at the meeting? Select
ackup Attached:	
Resolution Memos Financial Assistance Agreement	
	re, has it been budgeted and are funds available and
ertified by the Finance Director :	<u>BCICLIM</u>
dditional notes:	



Aldermen

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

Foster Hughes, CPRE Director of Parks & Recreation



Dana E. Outlaw Mayor

Mark A. Stephens City Manager

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE Director of Parks and Recreation

Re: Adopt the Resolution authorizing the City Manager to execute the grant contract #7437 from NC Department of Environmental Quality in the amount of \$55,000, in-kind \$9,166.66, and cash \$9,166.67 for the Neuse River Gateway Project Phase II.

#### **Background Information:**

On the August 9th, 2016 the Board of Aldermen of the City of New Bern adopted a resolution to authorize the Department of Parks and Recreation to submit a final application to the North Carolina Department of Natural Resources, Division of Coastal Management, 2016/2017 Public Beach and Coastal Waterfront Access Grant program. The City Manager was authorized to sign the final application and any associated documents. The grant contract required reworking and breaking the Neuse River Gateway Project Phase II into a Phase II and III, with Phase III being acquired through the next grant cycle.

#### **Recommendation:**

The Parks and Recreation Department recommends approval and request the Board adopt a Resolution approving the City Manager to execute the grant contract #7437 from NC Department of Environmental Quality in the amount of \$55,000, in-kind \$9, 166.66 and cash match \$9,166.67 for the Neuse River Gateway Project Phase II.

If you have any questions concerning this matter, please call

1307 Country Club Rd New Bern, NC 28562 Office 252 639-2901 Fax 252 6364138

# RESOLUTION

WHEREAS, the City of New Bern has received notification from the North Carolina Department of Environmental Quality that its application for grant funds for the Neuse River Gateway Project Phase II has been approved; and

WHEREAS, the grant award is in the amount of \$55,000.00 and requires an inkind match of \$9,166.66 and matching funds of \$9,166.76, for a total match of \$18,333.33.

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

That the City Manager is hereby authorized to execute the North Carolina Department of Environmental Quality Financial Assistance Agreement for Grant Contract #7437, a copy of which is attached hereto and incorporated herein by reference, for award funds in the amount of \$55,000.00 and requiring a total match of \$18,333.33, of which \$9,166.66 shall be in-kind services and \$9,166.67 shall be cash. These grant funds will be utilized for the Neuse River Gateway Project Phase II.

ADOPTED THIS 13th DAY OF FEBRUARY, 2018.

DANA E. OUTLAW, MAYOR

Brenda E. Blanco, City Clerk

GRANTEE'S FEDERAL IDENTIFICATION NUMBER: <u>\*\*-\*\*\*0235</u>

# North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this 1<sup>st</sup> day of January, 2018 by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and CITY OF NEW BERN (the "Grantee").

- Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2. Contract Documents. The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
  - a. State's General Terms and Conditions (Attachment A)
  - b. Department's Request for Proposal ("RFP") (Attachment B)
  - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
  - d. Notice of Certain Reporting and Audit Requirements (Attachment D)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

- 3. Precedence Among Contract Documents. In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 1 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4. Contract Period. This Agreement shall be effective from January 01, 2018 to June 30, 2019, inclusive of those dates.
- 5. Grantee's Duties. As a condition of the grant award, the Grantee agrees to:
  - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

<sup>&</sup>lt;sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 13 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
- 6. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 7. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) (the "Total Award Amount"). This amount consists of:

Funding:

i orroning,		_
Type of Funds	Funding Source	CFDA No.
Other Receipts	CAMA - PARTF	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$55,000.00	1612	536993	25005C05

Grantee Matching Information:

- [ ] a. There are no matching requirements from the Grantee.
- [ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In-Kind	\$
Cash	\$
Cash and In-Kind	\$
Other / Specify:	\$

[X ] c. The Grantee's matching requirement is \$18,333.33, which shall consist of:

Х	In-Kind	\$9,166.66
Х	Cash	\$9,166.67
	Cash and In-Kind	\$
	Other / Specify:	\$

[ ] d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is \$73,333.33

- 8. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:
  - a. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 9. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.
- **10.** Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 11. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 12. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- **13.** Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Kari A Greene-Warren	Rachel Love-Adrick
	NC DEQ Division of Coastal Management
PO Box 1129	400 Commerce Avenue
New Bern, NC	Morehead City, NC 28557
Telephone: 252-639-2922	Telephone: 252-808-2808
Email: coliek@newbern-nc.org	Email: rachel.love-adrick@ncdenr.gov

14. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.

- **15. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
  - a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 16. Subawards. The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 17. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 18. E-Verify. To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- **19. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

- 20. Survival. Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 21. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement in two (2) originals, one (1) to be retained by the Grantee and one (1) to be retained by the Department, the day and year first above written.

**CITY OF NEW BERN** 

#### NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By

Grantee's Signature

Mark A. Stephens, City Manager Printed Name and Title

City of New Bern

Organization

By

Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director Printed Name and Title

Financial Services Division, Purchasing and Contracts Section Division/Section

# ORIGINAL

#### General Terms and Conditions Governmental Entities

#### **DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated citycounty as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

#### **Relationships of the Parties**

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatscever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

#### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) Worker's Compensation: The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

#### Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency. Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

#### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

#### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

#### Confidentiality

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

#### Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

#### Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by- entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

#### ON FILE DOCUMENTS NEW BERN RIVERWALK PHASE II CAMA GRANT CONTRACT NO. 7437

The following documents along with the **Governor's grant award letter**, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is 252-808-2808.

- 1. North Carolina Public Beach and Coastal Waterfront Access Fund 2016-2017 Grant Preapplication RFP packet
- 2. New Bern Pre-application submission: Riverwalk Phase II
- 3. North Carolina Public Beach and Coastal Waterfront Access Fund 2016-2017 Grant Final Application RFP packet
- 4. New Bern Final Application submission: Riverwalk Phase II



# City of New Bern – Neuse River Gateway Project Phase II 2016-2017

Local Government: City of New Bern

Federal ID #: 56-6000235

Local Project Administrator: Kari A Greene- Warren, Project Coord. PO Box 1129 New Bern, NC 28563

Phone: (252) 639-2922 Email: coliek@newbern-nc.org Site Location/ Address: Subject property is located on a 1.581 -acre parcel at 1307 County Club Rd, New Bern, adjacent to Lawson Creek. The tax parcel ID is 8-010-023.

**Project Description:** Construction and installation of an accessible transfer system for kayaks and canoes. Paving of the parking lot to include 8-10 spots and 2 handicap spots. Existing storage shed will remain in its current site and be used for kayak/canoe rentals.

**Site Description:** This site is a 1.581-acre irregular lot bordering Lawsons Creek. There is currently unpaved parking and partially paved parking, and an old concrete platform of access to the creek. The Surface Water Classification is SC;Sw,NSW.



#### A. REGIONAL LOCATION MAP

## B. VICINITY MAP



C. <u>PROJECT SITE PLAN</u>: Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. <u>Only those improvements specifically mentioned in the Project Description will be considered under the grant award</u>.



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#### D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

- 1. <u>Costs ineligible for grant award reimbursement or local match, unless specifically included in project</u> <u>description:</u>
  - a. <u>Environmental Assessments</u> other than preliminary work associated with site planning and wetland delineation.
  - b. <u>Remediation Plans</u> associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.

#### 2. Other state and federal requirements:

- a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
- b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.
- 3. Project signage, retention of use, and operation and maintenance:
  - a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
  - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
  - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
  - d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
  - e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
  - f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
  - g. <u>Retention of Use</u>: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DEQ if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
  - h. <u>Operation and Maintenance</u>: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:
    - 1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
    - 2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.

- 3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
- Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
- 5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- 6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.
- i. <u>Reasonable Use Limitations</u>: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
- J. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.
- 4. <u>Notice of Limitations of Use and Restrictions</u>: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.
- 5. Acquisition and Development of the Site: Following acquisition, the Grantee has five years to begin developing facilities that ensure the site is useable for public access. Prior to closeout, a 'Plan for Future Development' must be provided which describes how the public will be able to use the site for public access until facilities are provided. A conceptual site plan showing proposed facilities and a timeline for development. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section D. Condition 3 (g).

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#### Local Government: New Bern Project: Neuse River Gateway Project Phase II

#### E. BUDGET SUMMARY

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	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Land Acquisition Costs				·
Previous Land Acquisition	\$0.00	\$0.00	\$9,166.66	
Subtotal	\$0.00	\$0.00	\$9,166.66	\$9,166.66
Permit and Design Fees:	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
Site Improvement Costs:				
Materials				
Cost includes material/ labor	\$55,000.00	\$9,166.67	\$0.00	\$64,166.67
	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$55,000.00	\$9,166.67		\$64,166.67
Site Improvement Costs:				
Labor	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
Local Administrative Costs:			·	
In-kind				
	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BUDGET	\$ 55,000.00	\$ 9,166.67	\$9,166.66	\$ 73,333.33
Cost ratios	75%	12.5%	12.5%	100%

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Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

#### F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

#### **PROJECT SCHEDULE & ACTIVITIES CHART**

Grant: \$ 55,000.00	Cash Match: \$ 9,166.67				
	Non-cash Match: \$ 9,166.66				

**Total cash: \$ 18,333.33** Total Project Cost: \$ 73,333.33

% of total work to be completed	Project Period 1
<u>10%</u> Grant funds to be spent: \$ 0.00 Local funds to be spent: \$ 3,967.50	<ul> <li>Contract Execution</li> <li>Permitting</li> <li>Prep Work (CAMA Permits &amp; Site Prep)</li> <li>Period Report #1</li> </ul>
% of total work to be completed <u>45%</u> Grant funds to be spent: \$ 15,675.00 Local funds to be spent: \$ 14,365.83	<ul> <li>Project Period 2</li> <li>Construction</li> <li>Installation of Kayak/Canoe Launch</li> <li>Period Report #2</li> </ul>
% of total work to be completed <u>45%</u> Grant funds to be spent: \$ 39,325.00 Local funds to be spent: \$ 0.00	<ul> <li>Project Period 3</li> <li>Pave Parking Area</li> <li>Landscaping</li> <li>Final Inspection</li> <li>Closeout Contract</li> <li>Final Period Report</li> </ul>

\*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

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#### G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

- 1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303 are all deliverables outlined in the "Project Schedule and Activities Chart".
- 2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.
- 3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.
- 4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.
- 5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.
- 6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

#### <u>Reimbursement of project cost:</u>

- 7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
- 8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of five years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.
- 9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.
- 10. <u>Cash and Non-Cash In-kind Contributions (General)</u>: Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet <u>all</u> of the following criteria:
  - a. Are provided for in the project budget approved by DCM;
  - b. Are verifiable from the local government's records;
  - c. Are necessary and reasonable for proper and efficient completion of the project;
  - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;

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- e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
- f. Do not include N.C. state sales tax; and
- g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

- 11.<u>Cash Contributions</u>: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
- 12. <u>Site Amenities:</u> The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.
- 13. <u>Rental of Construction Equipment</u>: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)
- 14. <u>State and Federal Funds</u>: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.
- 15. <u>In-kind Contributions</u>: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
  - a. <u>Site Assessments:</u> Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
  - b. Donations of Property and Services: Land/Structures If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

- c. <u>Property Lease:</u> Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
- d. <u>Professional Fees:</u> If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
- e. <u>Construction Equipment:</u> The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
- f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
- 16. <u>FEMA Buyout Properties</u>: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.
- 17. <u>Volunteer Services</u>: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
  - a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
  - b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
- 18. <u>Site Control:</u> The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the <u>signed</u> lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

- 19.<u>Joint-Use Agreement:</u> Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)
- 20. <u>When to Take Title to Land/Leases/Easements</u>: All communities must sign a contract with the State <u>before</u> accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward non-cash match.

H. SIGNATURE

Signature: Parks and Recreation Title: Director of 1:201201 Date:\_\_

#### Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

#### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held; used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

#### Other Provisions:

- 1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- 2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
- 3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
- 4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

### AGENDA ITEM COVER SHEET

#### Agenda Item Title:

Consider Adopting a Resolution A	Authorizing Staff to Apply for the 'Creative Give Back Grant'
Date of Meeting 2/13/2018	Ward # if applicable <u>N/A</u> If multiple, list:
Department Develop. Services	Person Submitting Item: Jeff Ruggieri
Call for Public Hearing <u>No</u>	Date of Public Hearing
Actions Needed by Board:	zational and economic development plan for the City Market project.
	nents at the meeting? <u>Select</u>
Backup Attached: memeo, grant infomation	
Cost of Agenda Item:	diture, has it been budgeted and are funds available and tor : <u>Select</u>

Aldermen

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



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 6364000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

TO:	Mayor Dana Outlaw, City of New Bern Board of Aldermen
FROM:	Jeff Ruggieri, Director Development Services

**DATE:** 2/1/18

4

SUBJECT: Creative Give Back Grant Submittal

Staff is requesting approval and support to apply for the Creative Give Back Grant offered by the Creative Economic Development LLC located in Elkin NC. The grant will provide funds to engage the Creative Economic Development team in formulating a sustainable organizational and economic development plan for the City Market project.

The City Market plan calls for outdoor vending areas, a farmers market, a commercial kitchen accelerator, and an inventor's space. The grant will be instrumental in assisting staff in developing the most effective and efficient organizational structure to operate these elements of the city market.

336.526.1332





economic development consulting

# About & Application

# The 5th Annual Creative Give Back



The Creative Give Back is Creative Economic Development Consulting's way to give back to the field of economic development. Our team has enjoyed long careers as practicing economic developers and consultants. This profession has given us meaningful work and lifelong friends. We have enjoyed playing even the smallest part in improving thousands of lives through sustainable economic development. It is important for us to give back to the profession that has given us so

much. Starting in 2014, we committed to giving away one consulting project a year through a competitive application process.

The results of the 2016 and 2017 Give Back projects in Wayne County, NC and Graham, NC can be found on our website in the <u>free resource library</u>.

## To be considered for The Creative Give Back, the project must:

- BE CREATIVE
- Challenge us to think outside-the-box
- Have the ability to significantly impact the local economy

- Have a true, demonstrated consulting need
- Be consistent with sustainable economic development practices
- Give us the opportunity to work with a great community and great people

Not required, but it would be helpful if the project:

- Could be used as a pilot for other communities
- Had a broad or regional impact

## Scope of Project:

The types of projects we will consider are as wide-ranging as the creativity of the applicant pool. Creative EDC has expertise in strategic planning, product development, organizational development, downtown and small business development, marketing, entrepreneurship, site selection, and many other areas of economic development. Our website has recent project examples, but don't limit project ideas to our list. We are looking for ways to help your unique community.

### Selection Process:

The Selection Process is pretty simple. Creative EDC staff will narrow the submissions to three for an independent panel to review. To make our finalist list, the project will be awarded points for:

- Creativity
- Innovation
- Capability for economic transformation
- Demonstrated consulting need
- And just a few points for how much fun the project will be If we're not getting paid at least we should have fun!

About & Application |

The staff-selected finalist projects will be reviewed and assessed by an independent Review Panel of strategic partners. We will not announce the Review Panel members in advance to avoid influencing, but we will name them when we announce the winner.

# Influencing :

Absolutely no influencing is allowed. Keep the expensive dinners, sports event tickets, and bottles of wine. If you can afford all of that, then you could hire us instead of applying.

# Eligible Applicants:

Units of local governments and nonprofit economic development organizations in North Carolina, South Carolina, and Virginia are eligible applicants. Communities do not have to be economically distressed. There could be many reasons the consulting project has remained unfunded.

## Deadlines :

We mean it. No late proposals. No extensions. Remember, like any good site selector, we're looking for reasons to eliminate.

Application

1/2/2018	The Creative Give Back Official Information Available on Our Website	····· . 
1/26/2018	Questions Due to Crystal Morphis, cmorphis@creativeedc.com	* .
2/2/2018	Answers to Questions Published on Our Website	<u>.</u>
2/16/2018	Applications Due	- -,
3/9/2018	Winner Announced	
4/2/2018	Project Initiated	~. 
11/30/2018	Project Complete	

## GET IN TOUCH



Creative Economic Development Consulting, LLC

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PO Box 706, Elkin, NC 28621

336-526-1332

### SITE MAP

Home	Paying It Forward
About	News & Blog
Services	Contact Form
Clients	

Home About

The Creative Team The Creative Philosophy Services

Strategic Planning Certified Enterpreneural Community® Product Development

Creative Site Assessment Certified Industrial Buildings 2/1/2018

About & Application |

Social Media Organizational Development Economic Impact Analysis Site Selection Resources Clients Paying It Forward

The Creative Give Back

About & Application Q&A Winners Women's Economic Development Network

Registration Past Events Mentor Network Free Resource Library News & Blog Contact

### AGENDA ITEM COVER SHEET

#### Agenda Item Title:

Consider adopting resolution to close 2n February 19, 2018, through Sunday, May	d Street, between Rhem Avenue and Trent Blvd., from Monday, y 20, 2018.
Date of Meeting 2/13/2018	Ward # if applicable <u>Ward 1</u> If multiple, list:
Department Public Works	Person Submitting Item: Matt Montanye
Call for Public Hearing <u>No</u>	Date of Public Hearing
Explanation of Item:	
Consider adopting resolution to close 2nd	d Street, between Rhem Avenue and Trent Blvd., for a 90-day period from nday, May 20, 2018, to monitor traffic on 2nd Street due to concerns within
Actions Needed by Board:	
Adopt resolution.	
Is item time sensitive? <u>No</u>	
Will there be advocates/oppone	nts at the meeting? <u>No</u>
Backup Attached:	
Memo from Public Works Resolution Traffic Study Map	
Cost of Agenda Item:	
If this item requires an expendit certified by the Finance Director	ture, has it been budgeted and are funds available and · : <u>Select</u>
Additional notes:	
· · · · · · · · · · · · · · · · · · ·	



#### NORTH CAROLINA

Public Works Department 300 Pollock Street, P.O. Box 1129 New Bern, N.C. 28563-1129 Phone: (252) 639-7501 Fax: (252) 636-1848

February 1, 2018

Memo to:

From:

Re:

Matt Montanye, Director of Public Works fatther 2/1/18 Adopt a resolution

Adopt a resolution approving the closing of 2<sup>nd</sup> Street, between Rhem Avenue and Trent Blvd. from Monday, February 19, 2018, through Sunday, May 20, 2018.

#### **Background Information:**

Over the past several years the Ghent Community has expressed concerns over traffic on 2<sup>nd</sup> Street and the fact that  $2^{nd}$  Street serves as a cut-thru between  $1^{st}$  Street and Trent Blvd. Citizens have expressed concerns regarding traffic volume, noise and the overall safety for children and residents within the community. Staff has worked to alleviate some of these issues by installing additional stop signs, posting "No Thru Traffic" signs, increasing police presence, relocating the City Public Utilities Department, and directing city employees not to use 2<sup>nd</sup> Street as a means of accessing the City Garage. Though the City has taken these steps to help reduce traffic, a study by the New Bern Police Department shows that 2<sup>nd</sup> Street has between 800-850 vehicles per day in each direction with an average of 1,675 total vehicles per day.

Alderman Bengel has reviewed some potential additional measures to calm traffic in that area with staff and with community members. She, along with Alderman Aster, have asked that the Board consider a temporary road closure on 2<sup>nd</sup> Street between Rhem Avenue and Trent Blvd. This would be a 90-day trial period to monitor traffic and identify unintended consequences, if any,

During the proposed 90-day period, City staff will continue to monitor traffic on 2<sup>nd</sup> Street. Staff will perform multiple traffic count studies and will monitor traffic on adjoining streets to see if the closure is pushing traffic to other streets. Once the test period has been completed staff will review the results and make a recommendation to the Board of Aldermen on whether this closure should be a permanent solution or if other options should be considered.

Attached with this memorandum is a map of the area proposed to be closed, as well as the traffic count survey that was done by the New Bern Police Department between June 2, 2016 and June 9, 2016.

Bobby Boyd, Fire Chief Copy Toussaint Summers, Jr., Police Chief Andrew Schneider, Streets Superintendent

#### RESOLUTION

WHEREAS, the Ghent Community has longstanding concerns about the volume of traffic on 2<sup>nd</sup> Street, which is regularly used as a cut-thru between Country Club Road and Trent Boulevard. The traffic volume not only produces increased noise, but poses a concern for the overall safety of children and community residents.

WHEREAS, in response to these concerns, the City of New Bern has installed additional stop signs, posted "No Thru Traffic" signs, increased police presence, relocated the Public Utilities Department, and continues to direct city employees to refrain from using 2<sup>nd</sup> Street as a means of access to the City's garage facilities. Although these steps have been taken to reduce traffic, a 2016 study by the New Bern Police Department reveals 2<sup>nd</sup> Street has between 800-850 vehicles per day in each direction, which yields a total daily average of 1,675 vehicles.

WHEREAS, in an effort to further analyze this situation, it is recommended the portion of 2<sup>nd</sup> Street between Trent Boulevard and Rhem Avenue be temporarily closed for a period of 90 days. During this 90-day trial, the City will monitor traffic and identify unintended consequences, if any.

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

- 1. That the portion of 2<sup>nd</sup> Street between Trent Boulevard and Rhem Avenue be temporarily closed from Monday, February 19, 2018 to Sunday, May 20, 2018 to allow the City of New Bern to monitor traffic in this area; and
- 2. During this 90-day period, multiple traffic-count studies are to be performed and traffic is be monitored on adjoining streets to ascertain if the closure is pushing traffic to other adjacent streets; and
- 3. At the conclusion of the 90-day period, City Staff is to review the results and make a recommendation to the Board of Alderman as to whether said portion of 2<sup>nd</sup> Street should be permanently closed or other options considered.

ADOPTED THIS 13<sup>TH</sup> DAY OF FEBRUARY 2018.

Dana E. Outlaw, Mayor

Brenda E. Blanco, City Clerk



Proposed Road Closure from Monday February 19th – Sunday May 20th 2018

### Second Street Traffic Volume Study



### ALL TRAFFIC Volume By Speed Report



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For City of New Bern on 6/9/2016 at 2:23 PM

Generated by J D Williams [Location:{2nd[St]2nd[st]near-lirent;Blvd;N] Time View: By Date (Total Volumes) Notes: Time of Day: 0:00 to 23:59 Dates: 6/2/2016 to 6/9/2016 (Su, M, T, W, Th, F, Sa) Speed Bins: Size 5, Range 6 to 35

Dale	Speed Limit	6 to 10,	i(11 to 15	16 to 20	21 to 25	26"to _30;	3140 35	'Mean Speed	Tolal # Nehicles
612/2016	35	493	185	18	5	1	0	10.2	702
6/3/2016	35	784	264	31	10	2	0	10.2	1,091
614/2016	35	520	165	6	2	0	0	9.8	693
6/5/2016	35	462	178	7	0	D	0	10.0	647
6/6/2016	35	847	239	17	11	1	0	9.9	1,115
6/772016	35	346	124	11	1	0	0	10.0	482
Total # Médicles		3,452	1,155	90	29	4	0	10.0	4,730

### ALL TRAFFIC Volume By Speed Report



· -

For City of New Bern on 6/9/2016 at 2:21 PM

Generated by J D Williams (<u>location: 2nd St, 2nd St hear Park Ave</u>, S/ Time View: By Date (Total Volumes) Notes: Catching vehicle traveling toward First St

Time of Day: 0:00 to 23:59 Dates: 6/2/2016 to 6/9/2016 (Su, M, T, W, Th, F, Sa) Speed Bins: Size 5, Range 6 to 35

Dale	Speed Limit	-6*to 10	10 to 15	16 lo <sup>,</sup> 20	21 to 25	26 to 30	31 do 65	Mean Spised	Tofel# Wentees
'6/2/2016 ·	35	61	362	334	114	8	0	16.0	879
6/3/2016	35	76	473	425	172	19	0	16.2	1,165
6/4/2016	35	58	341	324	97	3	0	15.8	823
6/5/20(16.	35	45	277	272	108	8	0	16.3	710
<b>'8/6/</b> 2016	35	78	412	436	171	15	0	16.8	1,112
<b>'6171</b> 2016'	35	34	274	246	82	5	0	15.9	641
Tolal# Vendès		352	2,139	2,037	744	58	0	16.2	5,330

#### **AGENDA ITEM COVER SHEET**

#### Agenda Item Title:

Consider Adopting Ordinance to Amend the FY2017-18 Budget Ordinance

Date of Meeting 2/13/2018	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA Director of Finance
Call for Public Hearing Yes 🖌 No	Date of Public Hearing

#### **Explanation of Item:**

The attached memo from Sonya Hayes, Director of Human Resources describes the results of a recent Market Analysis Pay Study conducted by Piedmont Triad Regional Council. This amendment appropriates funds to cover the related salary expenditures to be funded through contingency. Additionally, Section 4 is amendment to reflect the recommended Classification Plan.

#### Actions Needed by Board:

Adopt the budget ordinance

Is	item	time	sensitive?		Yes	~	No
----	------	------	------------	--	-----	---	----

#### Will there be advocates/opponents at the meeting? Yes Vo

#### Backup Attached:

Memo from Director of Finance; Memo from Director of Human Resources; Ordinance; Recommended Classification Plan; Red-lined Classification Plan; Market Analysis Pay Study by Piedmont Triad Regional Council

Cost of Agenda Item: \$137,394

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director :  $\Box$  Yes  $\Box$  No

Additional notes:



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

FROM: JR Sabatelli, CPA – Director of Finance

DATE: February 2, 2018

RE: Amendment to the FY2017-18 Budget Ordinance

#### Salary Study

Please see the attached memo from Sonya Hayes, Director of Human Resources regarding the Market Analysis Pay Study conducted by Piedmont Triad Regional Council. This amendment covers salary expenditures related to this study for the remainder of FY2017-18. Some organizations/funds, through vacancies, were able to absorb these costs. Additionally, Section 4 is amended to reflect the recommended Classification Plan.

#### **Requested Action**

It is recommended that the Board adopt the enclosed budget amendment at its meeting on February 13, 2018.



### **NEW BERN**

NORTH CAROLINA 303 First Street, P.O. Box 1129 New Bern, NC 28563 (252) 639-7571 (252) 639-7577

RE:	Market Analysis Pay Study
DATE:	February 13, 2018
FROM:	Sonya H. Hayes, Director of Human Resources
TO:	Mayor and Board of Aldermen
	$\sim$

#### **Background Information**

Piedmont Triad Regional Council (PTRC) conducted a Market Analysis Pay Study for the City of New Bern. The Study represents a comprehensive review and comparable analysis of the City's present position classification system and pay plan to specific local government entities.

The analysis provides the data necessary to ensure the competitiveness of City of New Bern salaries with comparable employers in relevant labor markets, which is imperative for effective recruitment and retention efforts. In addition, the analysis ensures external competitiveness and internal equity and consistency among similar positions.

PTRC was provided with the City's current Classification Pay Plan, classification descriptions and other relevant information. This information was analyzed and evaluated by PTRC prior to conducting a customized market salary survey focusing on identified benchmark positions within the workforce. Multiple meetings were held with PTRC, the City Manager, Assistant City Manager, Director of Human Resources, Director of Finance and Assistant Director of Human Resources to review and discuss findings and recommendations. Additionally, Department Heads reviewed the plan.

The following local government entities were identified, agreed upon and surveyed:

Goldsboro	Kinston	Wake Forest	Craven County
Greenville	Morehead	Washington	Lenoir County
Havelock	Rocky Mount	Wilmington	Pitt County
Jacksonville	Statesville	Wilson	Greenville Utilities
			Commission

Everything comes together here.

PTRC studied 181 City of New Bern position classifications to determine correct placement within the Classification Pay Plan. Findings are as follows:

- 77 classifications were found to be properly classified
- 76 classifications are recommended to advance one (1) pay grade
- 19 classifications are recommended to advance two (2) pay grades
- 3 classifications are recommended to advance three (3) pay grades
- 1 classification is recommend to advance four (4) pay grades

#### PTRC Implementation Recommendations:

- Revise the current Classification Pay Plan and place employees in the appropriate market based salary range.
- Bring employees who are currently below the recommended minimum up to the recommended minimum salary.
- Address salary compression issues, which can result when the pay of one or more employees is very close to the pay of more experienced employees in the same or a similar job classification. PTRC's recommended options include recognizing all employees for their time in their position classification and/or their time in service.
- Refer to the Market Analysis Pay Study Report (Section VI. Implementation Recommendations) for the total cost to implement recommended options.

#### City of New Bern Implementation Recommendations:

After review and consideration of PTRC's recommendations along with City of New Bern internal data and budgetary constraints, we recommend implementation as follows:

- Revise the current Classification Pay Plan and place employees in the appropriate market based salary range.
- Bring employees who are currently below the recommended minimum up to the recommended minimum salary.
- Address salary compression issues. Employees who are in classifications that will be advancing grades will receive a salary increase based on years of service in position classification (0.3% per year; capped at 3%).
- The total implementation cost is approximately \$308,000 annually. FY18 cost would be approximately \$154,000.

Please do not hesitate to contact Mark Stephens or me if you have any questions.

cc: Mark A. Stephens, City Manager

Enclosures

#### CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2017-2018

FROM: Joseph R. Sabatelli, CPA, Director of Finance Meeting Date: February 13, 2018

#### EXPLANATION:

This amendment increases appropriations to various ogainizations in the General Fund to cover expenses related to the recent Market Analysis Pay Study. This will be funded through a reduction in contingency. This amendment also modifies Section 4 - Classification Plan to reflect the study's changes.

### BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2017-2018 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

Section	1 - Appropriations	

	A - GENERAL FUND	<b>^</b>	
Increase:	Administration	\$	979
	Police	\$	106,126
	Fire	\$	14,041
	Recreation:		
	Facilities	\$	3,866
	Development Services	\$	9,798
	Public Works:		
	Garage	\$	2,584
Decrease:	Contingency	\$	(137,394)
		\$	-

Section 4

The Classification Plan attached hereto and incorporated herein by reference as Appendix A is effective as of February 13, 2018.

#### NATURE OF TRANSACTION:

ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
X TRANSFER WITHIN ACCOUNTS OF SAME FUND
OTHER :

APPROVED BY THE BOARD OF ALDERMEN AND ENTERED ON MINUTES DATED FEBRUARY 13, 2018 AGENDA ITEM NUMBER

#### BRENDA E. BLANCO, CITY CLERK

#### Classification Pay Plan FY 2017-18

1

Grade	Title	Minimum	Midpoint	Maximum
1		19,610	25,763	31,915
2		20,591	27,051	33,511
3		21,620	28,404	35,186
4		22,701	29,824	36,946
5	Custodian	23,836	31,315	38,793
6	Lead Custodian Parks Worker	25,028	32,880	40,733
7	Accounting Clerk Hydrant/Meter Maintenance Worker I Inventory Control Clerk Office Assistant II Recreation Program/Athletic Assistant Senior Maintenance Worker Tree Trim Groundworker Utility Maintenance Worker I Utility Services Specialist	26,279	34,524	42,770
8	Billing Services Representative Enrichment Program Assistant Equipment Operator I Maintenance Construction Worker Payment Services Representative Police Service Technician Utility Service Technician	27,593	36,251	44,908

#### Classification Pay Plan FY 2017-18

9	Bio-Solids Operator Customer Service Representative Electric Meter Technician Fire Trainee Hydrant/Meter Maintenance Worker II Irrigation Operator Lead Equipment Operator I Lead Maintenance Worker Office Assistant III Parks Maintenance Specialist Senior Billing Services Representative Tree Trimmer Trainee Utility Control System Operator Utility Maintenance Worker II Warehouse Assistant	28,973	38,063	47,153
10	Accounting Technician I Electric Groundworker Engineering Assistant Equipment Operator II Maintenance Technician Police Officer Trainee Police Service Technician (Animal Control) Police Service Technician (Property & Evidence) Senior Customer Service Representative Wastewater Treatment Plant Operator I Water Treatment Plant Operator I	30,422	<b>39,966</b>	49,511
11	Administrative Assistant Fire Specialist Human Resources Assistant Hydrant/Meter Maintenance Lead Worker Police Service Technician/Telecommunicator Tree Trimmer Utility Maintenance Lead Worker	31,943	41,965	51,987
12	Auto Mechanic Fire Specialist I Laboratory Technician Lead Equipment Operator II Parks Crew Leader Pump Station Mechanic Wastewater Treatment Plant Operator II Water Treatment Plant Operator II	33,540	44,063	54,586

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#### Classification Pay Plan FY 2017-18

13	Accounting Technician II Customer Relations Assistant Electric Line Worker 3rd Class Fire Specialist II Inflow and Infiltration Technician Load Management Systems Technician Payment Services Supervisor	35,217	46,266	57,315
14	Building Inspector I Electric Svc. Representative Fire Specialist III Human Resources Technician Lead Auto Mechanic Nuisance Abatement Officer Police Officer Substation Technician I Tree Trim Crew Leader Wastewater Treatment Plant Operator III Water Treatment Plant Operator III	36,978	48,579	60,181
15	Biosolids Supervisor Electric Line Worker 2nd Class Electrical Engineer Technician Electrician GIS Technician Hydrant/Meter Crew Supervisor Pretreatment Coordinator Water/Sewer Crew Supervisor	38,826	51,008	63,190
16	Account Services Supervisor Athletic Coordinator Billing Services Supervisor Building Inspector II Fire Prevention Inspector Heavy Equipment Manager IT Technician Master Police Officer I Planner I Recreation Program Coordinator Special Programs & Events Coordinator Substation Technician II Wastewater Treatment Plant Oper. IV Water Treatment Plant Operator IV	40,768	53,559	66,349

#### Classification Pay Plan FY 2017-18

17	Accountant Civilian Unit Supervisor Electric Line Worker 1st Class Fire Engineer Master Police Officer II MPO Planner Supervisor of Administrative Support Services Treatment Plants Maint. Supervisor	42,806	56,236	69,667
18	Building Inspector III Chief Treatment Plant Operator Deputy Fire Marshal Energy Management Specialist Facilities Maintenance Superintendent Facility Manager Field Service and Metering Supervisor Financial and Budget Analyst Fire Captain Laboratory Supervisor Master Police Officer III Planner II Senior IT Technician Supervisor of Athletic Services Telemetry and Control Technician Water Facilities Maintenance Superintendent Water Resources Project Coordinator	44,946	59,048	73,150
19	Building and Grounds Maintenance Superintendent City Clerk Community Development Coordinator Fiber Systems Technician Fleet Maintenance Superintendent IT Infrastructure Analyst IT Systems Analyst Parks Superintendent Police Sergeant Purchasing and Warehouse Manager Safety Officer Stormwater Superintendent Supervisor of Recreation Services Waste Collection Superintendent Water/Sewer Construction Superintendent	47,194	62,001	76,808

#### Classification Pay Plan FY 2017-18

20	Electric Line Crew Leader Planner III Senior Accountant	49,553	65,101	80,648
21	Chief Building Inspector Land & Community Development Administrator Metropolitan Planning Organization Administrator Planner IV Public Information Officer	52,031	68,356	84,681
22	Fire Battalion Chief Fire Division Chief of Training Fire Marshal/Division Chief of Fire Prevention Police Lieutenant SCADA/Control Systems Supervisor Senior Financial and Budget Analyst Senior IT Analyst Staff Engineer Streets Superintendent Utility Maintenance Superintendent Wastewater Treatment Plant Manager Water Treatment Plant Manager	54,633	71,774	88,915
23	Assistant Director of Public Works Asst. Director of Human Resources City Planner Electric Substation Superintendent GIS Manager	57,364	75,362	93,360
24	Accounting Manager Community & Economic Development Manager Deputy Fire Chief/Operations Commander Police Captain Utility Business Office Manager	60,232	79,130	98,028
25	Electric Engineering Manager	63,244	83,087	102,929
26		66,406	87,241	108,076

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#### Classification Pay Plan FY 2017-18

27	Information Technology Manager	69,726	91,603	113,480
28	Electric Distribution Superintendent	73,213	96,183	119,154
29		76,873	100,992	125,111
30	Director of Human Resources Director of Parks & Recreation	80,717	106,042	131,367
31	City Engineer Fire Chief	84,753	111,344	137,935
32	Chief of Police Director of Development Services Director of Finance Director of Public Works Director of Utilities	88,991	116,911	144,832
33	Assistant City Manager	93,441	122,757	152,074

Effective Date: February 13, 2018



# Market Analysis Pay Study

## **City of New Bern**

### January 29, 2018



Prepared and Presented By

Piedmont Triad Regional Council 1398 Carrollton Crossing Drive Kernersville, NC 27284

iedmont Triad Regional **1398 CARROLLTON CROSSING DRIVE KERNERSVILLE, NC 27284** (336) 904-0300 MATTHEW L. DOLGE · EXECUTIVE DIRECTOR

Mr. Mark Stephens, Manager City of New Bern P.O. Box 1129 New Bern, North Carolina 28563 January 29, 2018

RE: Market Analysis Pay Study

Dear Mr. Stephens,

On behalf of the Piedmont Triad Regional Council, we thank you for the opportunity to conduct the Market Analysis Pay Study for the City of New Bern. The report which follows represents an analysis of the City of New Bern's present position classification system and pay plan. It includes our methodology with respect to pay comparisons with competing labor markets and recommendations on amending the City's current Pay Plan. Also included are recommendations for changes in the grade assignment to individual position classifications and/or proposed employee pay changes.

The effectiveness of local government is measured in several ways. Two of the most important measurements are the stewardship of public dollars and the delivery of services to citizens. The information contained in this report is based on a comprehensive review and comparable analysis of New Bern's classification system to those previously identified local government entities. The analysis provides the data necessary to ensure New Bern's salary grade structure remains competitive with other employers in the market area, favorably positioning New Bern to attract well qualified new employees as well as retain existing staff sufficient to meet service delivery requirements.

We appreciate the hospitality and cooperation extended to us.

Respectively Submitted,

#### David Hill

Bob Carter

Management Analysts Piedmont Triad Regional Council

Piedmont Triad Regional Council Market Analysis Pay Study for City of New Bern, NC

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# I. Overview

Piedmont Triad Regional Council (PTRC) was contracted to conduct a Market Analysis Pay Study for each approved and budgeted position to determine the effectiveness of the City's pay plan and analyze each position for correct placement within the pay plan.

A pay and classification system establishes the basis by which employees are compensated and periodic studies will ensure external competitiveness and internal equity. The external competitive analysis focused on those geographically based peer entities that were identified as being 1) similar in size and/or services provided, 2) similar in job functions, and 3) competitors for talent. Those identified and surveyed local government entities were:

Goldsboro	Morehead City	Wilmington	Greenville Utilities Comm
Greenville	Rocky Mount	Wilson	
Havelock	Statesville	Craven County	
Jacksonville	Wake Forest	Lenoir County	
Kinston	Washington	Pitt County	

A review of each class specification was conducted and a formal job analysis of each position was completed to gain an understanding of the scope of responsibilities and the major job functions associated with each classification. After submission of the preliminary data two meetings were held with the City Manager, Assistant City Manager, Human Resources Director, Assistant Human Resources Director and Finance Director to provide an overview of the preliminary study results and recommendations as well as to discuss internal equity, vis-à-vis, the external market data.

Of the 181 classifications studied:

- 77 (42.54%) were found to be properly positioned with the market data
- 76 (43.65%) are recommended to advance one (1) pay grade
- 19 (10.50%) are recommended to advance two (2) pay grades
- 3 (1.66%) are recommended to advance three (3) pay grades
- 1 (.55%) is recommended to advance four (4) pay grades

Included in the number of classifications studied, but not included in the above analysis are four new classifications. The new classification of Fire Trainee was recommended for inclusion as the Fire Specialist entry level classification. During the course of the study the need for three additional Planner classifications was identified by the City. As part of the scope-of-work, the classification of Planner was studied and, with that known specific market data for Planner available, pay grade assignments for Planner II, Planner III and Planner IV were made based on their market relationship to Planner I. Additionally, the classification of City Manager was included in the study; however, no recommendation was made regarding salary grade assignment.

The relevance of an effective market based pay plan lies within the administration and methodology of establishing starting salaries for new employees and the systematic means by

which experienced employees may advance across the salary range. Without an approved Pay Plan and salary administration methodology, the City is exposed to risk of lack of consistency in salary administration as it relates to the establishment of new employee salaries as well as the systematic advancement of experienced employees. To that end, a recommended Pay Plan with established pay grades and pay ranges is included in this report.

As New Bern continues to grow and change, it will be imperative for the City to offer competitive salaries to attract the best possible talent to serve her citizens. In order to remain geographically competitive and to ensure all jobs are properly classified and compensated, the pay and classification system must be properly maintained. To ensure this proper maintenance, a periodic and ongoing process is necessary to review job responsibilities and that each individual job has a proper pay grade assignment. This, in conjunction with an effective employee performance evaluation system provides overall performance management for the City, each City Department and each individual employee.

# II. Methodology

The following methodology was utilized to achieve the project recommendations:

### **Methodology for Position Classification:**

- Initial meeting and communications included meeting with the City Manager, Assistant City Manager, Human Resources Director, Assistant Human Resources Director and Finance Director to clarify potential issues regarding the full scope of work as well as establish the study schedule, procedures, goals, and project deliverables.
- The Human Resources Director provided necessary and timely reports and documentation to assist in developing a full understanding of the City's present position classification structure.
- Employee position information was generated by reviewing the provided class specifications (job descriptions) ensuring we had complete and accurate information regarding City positions.
- Collected data was analyzed to identify job families and to define the scope and different levels of work within each job family. Typical duties, knowledge, skills, abilities and other job-related characteristics were identified, as required, to perform the work. Based on this data, initial classification concepts and recommendations were produced and designed to appropriately describe the body of work being performed by employees.
- PTRC utilizes the whole job comparison method of job evaluation. The duties and responsibilities of individual positions are evaluated to determine their relative level of difficulty and responsibility. The following factors were used in the project:
  - 1. Knowledge, skills, and abilities required
  - 2. Difficulty, complexity, and variety of work performed
  - 3. Decision making and judgment
  - 4. Consequence of error
  - 5. Nature, type, and significance of public contacts
  - 6. Supervision given
  - 7. Supervision received
  - 8. Working conditions
- Each classification was evaluated to ensure the content and titles were current, accurate, and consistent with the Fair Labor Standards Act and Equal Employment Opportunity and Americans with Disabilities Act considerations.
- Meetings were held with the City Manager, Assistant City Manager, Human Resources Director, Assistant Human Resources Director and Finance Director to review the preliminary findings and recommendations as well as to solicit review and comments.

- Issues or concerns expressed in the preliminary meetings were reviewed and discussed.
- Study results and recommendations were completed and are presented to the City Manager by way of this report.

#### Methodology for Pay Plan:

- PTRC and the City identified and agreed to the relevant job market to base the comparative pay plan analysis. Primary emphasis was on those who are natural competitors for local workforce talent or who are similarly sized and comparatively staffed local governments.
- Conducted the customized market salary survey focusing on identified benchmark positions within the workforce.
- Analyzed survey data and recommended a pay plan structure including pay grades and pay grade ranges as well as placement of individual classes within each pay grade.

# **III.** Initial Workforce Analysis and Charts

The following initial workforce analysis shows that New Bern has a relatively mature workforce. The average length of service with the City is 11.7 years. However, 31.12% of the City's workforce has been employed less than 5 years and 19.45% (one third) having been employed during the past two years.

The analysis also shows that New Bern has a relatively young workforce, from the standpoint of average length of service in their current position. While 54.92% of the workforce has been employed in their current positions less than 5 years, approximately 28.6% have been in their current positions less than 2 years.

The salary schedule has a 5% differential between salary grades with each salary grade consisting of a Minimum, Midpoint, and Maximum rate of pay, which is fairly common in local governments. The salary grade range is 62.75% from minimum to maximum.

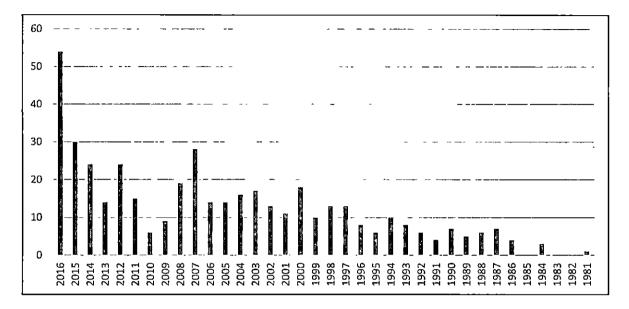
The initial workforce information is based solely on the workforce demographics at the beginning of the market pay study and contains no information based on or derived from any data collected for that study.

Note: the following workforce analysis information is based solely on the workforce demographics at the beginning of the market analysis pay study and does not include any data associated with the pay and classification study. The market analysis pay study data begins with <u>Section V</u> of this report.

The charts on the following pages provide a graphical representation of New Bern's workforce as it applies to Grade/Salary Assignment, Employment Date, Date Employed in Current Position as well as other workforce analytics at the beginning of the study.

# Chart One

## **Employee Distribution by Year Employed**

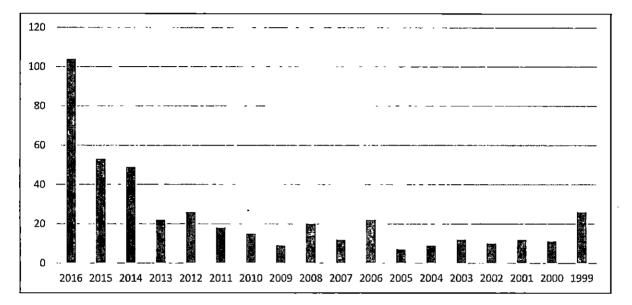


## Chart One:

This chart provides a graphical representation of the distribution of employees by year of employment with the City. While New Bern has a number of long serving employees, 31.12% of employees have been employed less than 5 years and 46.45% have been employed less than 10 years. The average length of employment is 11.7 years.

# Chart Two





## Chart Two:

This chart graphically shows that 54.92% of employees have in their current positions less than 5 years and 73% have been in their current positions less than 10 years. The average length of service in current position is 6.3% years; however, the information provided for this data element began with July 1, 1999 and there is no data prior to that date. The assumption can be drawn that the average length of employment in position is greater than the stated 6.3 years based on the employment date information in Chart One.

# **Chart Three**

#### 90 80 70 60 50 40 30 20 10 0 А В С D Ε F GΗ T J Κ L М Ν n р Q R \$ Т υ V W X Y Z

## Distribution of Employees by \$5,000 Salary Increments

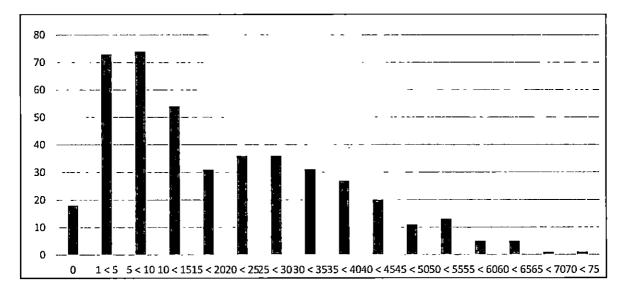
### **Chart Three:**

This chart represents the distribution of employees by \$5,000 salary increments. Although the average annual salary of employees is \$46,176, the greatest have salaries in the range of \$30,000 - \$35,000, followed by the range of \$35,000 - \$40,000.

Column A: \$20,000 but less than \$25,000 Column B: \$25,000 but less than \$30,000 Column C: \$30,000 but less than \$35,000, etc

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# **Chart Four**



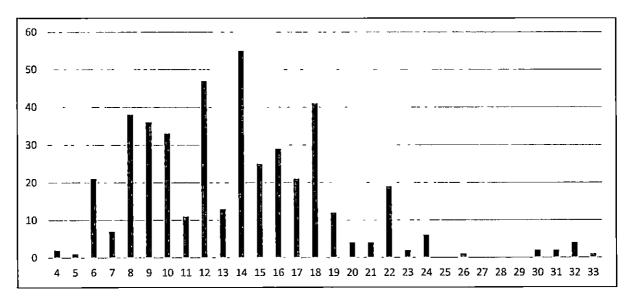
**Employee Salaries in Relationship to Salary Grade Minimum** 

## **Chart Four:**

This chart examines the relationship of employee salaries to their pay grade minimum salary. The City has 20.82% of employees earning less than 5% above their salary grade minimum and 37.76% earning less than 10% above their salary grade minimum. The black bar is the midpoint (market) average of each salary grade and represents the average salary range where experienced and well performing employees should be earning. The City has 76.43% of employees earning less than their salary range midpoint (market value).

The first bar represents all employees at their salary grade minimum, the second bar represents those employees earning 1% but less than 5% above their salary grade minimum, the third bar represents those employees earning 5% but less than 10% above their salary grade minimum, etc.

# **Chart Five**



### **Employee Distribution by Pay Grade Assignment**

### **Chart Five:**

New Bern's current Salary Schedule consists of salary grades 1 through 33 and grades 1, 2, 3, 25, 27, 28 and 29 without classification assignments. This distribution of employees by pay grade is typical in many organizations with less skilled job roles assigned to the lower pay grades, technical and para-professional jobs assigned to the middle grades and professional and management jobs assigned to the higher pay grades.

# **Chart Six**

### **Department Information**

Department	<u>Avg. Salary by</u> <u>Dept</u>	<u>Avg. Years</u> Employed	<u>Avg. Years in</u> <u>Position</u>
Administration	71,158	8.9	5.0
Development Services	58,733	12.5	6.5
Electric	48,617	13.0	7.4
Finance	41,338	9.2	4.9
Fire	48,951	15.9	· 7.5
Human Resources	66,639	9.7	9.2
Parks & Recreation	40,683	13.0	8.0
Police	47,877	11.3	5.2
Public Works	38,422	9.6	6.6
Water	39,907	10.0	6.1

## Chart Six:

This chart compares departments by average salary, average years of employment with the City, and average years employed in current position.

The Fire Department has the highest average years of employment followed by Parks & Recreation, then by Electric.

The Human Resources Department has the highest average years employed in their current positions followed by Parks & Recreation then Fire.

# **IV.** Initial Workforce Data Points

Workforce Employment Analysis	Factor
Employed less than 5 years	31.12%
Employed less than 10 years	46.45%
Average years employed	11.7
Employed less than 5 years in current position	54.92%
Employed less than 10 years in current position	73.00%
Average years employed in current position	6.3
Compensation Analysis of Employees	
Less than 5% above salary grade hiring rate	20.82%
Less than 10% above salary grade hiring rate	37.76%
Below market value (mid-point) for salary grade	76.43%
Salaries at salary range maximum	5
Salaries exceeding salary range maximum	2
Salaries within 5% of salary range maximum	4
Salaries at salary range hiring rate	18
Average salary	46,176

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# V. General Recommendations

## A. Develop and Adopt a Salary Administration/Compensation Philosophy

The following *italicized* information was prepared by the Society for Human Resource Management (SHRM)

A Salary Administration/Compensation Philosophy is similar to a Mission and Vision Statement. It creates and supports a methodology of horizontal and vertical movement of employee compensation toward the Midpoint (Market Value) of an employee's salary range.

The philosophy is simply a formal statement documenting the employer's position about employee pay and total compensation. It essentially explains the "why" behind employee pay and creates a framework for consistency. Employers can benefit from being transparent about their compensation philosophy and having an official pay strategy.

The philosophy is based on many factors, including the employer's financial position, the size of the organization, the industry, business objectives, salary survey information, and the level of difficulty in finding qualified talent based on the economy, as well as the unique circumstances of the business. It is important for the compensation philosophy to be reviewed periodically and modified based on how well it is working and current factors affecting recruitment and retention. For example, market conditions may make it really difficult to find qualified talent in a particular specialization, and an employer may need to pay a premium for these candidates. If the employer's current compensation philosophy does not support this value, then the employer may need to change its philosophy to meet its current needs.

A well-designed compensation philosophy supports the employer's strategic plan and initiatives, business goals, competitive outlook, operating objectives, and compensation and total reward strategies.

As such, most compensation philosophies seek to:

- Identify the organization's pay programs and total reward strategies
- Identify how the pay programs and strategies support the organization's business strategy, competitive outlook, operating objectives and human capital needs
- Attract people to join the organization
- Motivate employees to perform at the best of their competencies, abilities and skill sets
- Retain key talent and reward high-performing employees
- Define the competitive market position of the organization in relation to base pay, variable compensation and benefits opportunities
- Define how the organization plans to pay and reward competitively, based on business conditions, competition and ability to pay

An effective compensation philosophy should pass the following quality test:

Piedmont Triad Regional Council Market Analysis Pay Study for City of New Bern, NC

- Is the overall program equitable?
- Is the overall program defensible and perceived by employees as fair?
- Is the overall program fiscally sensitive?
- Are the programs included in the compensation philosophy and policy legally compliant?
- Can the organization effectively communicate the philosophy, policy and overall programs to employees?
- Are the programs the organization offers fair, competitive and in line with the compensation philosophy and policies?

While HR is clearly in the lead in developing an organization's compensation philosophy and policy, success lies in close collaboration with the leadership team to obtain valuable input, direction, concurrence, and continues funding.

#### Following are two examples/models to consider:

#### Example #1:

The philosophy behind the City of New Bern's compensation program is to create a compensation program that supports the City's mission and values. We believe our compensation program is a management tool that, when aligned with an effective communication plan, is designed to support, reinforce and align our values, business strategy, operational & financial needs with a goal of superior customer service.

New Bern's compensation program is designed to attract, motivate, and retain talented employees who drive the City's success. We strive to provide base salary that meets the market (50th percentile) when employees are fully proficient and meeting expectations. We believe that employees consistently performing above expectations and who are proficient in their role should be rewarded with a higher base pay. Employees who are new to their role and/or not meeting expectations would be paid below the target (50th percentile). In addition to base salary, the City will utilize incentive, longevity or career development pay as a way to meet our strategic goals. Incentive pay will be available to some employees with consideration for a number of factors and will be based on individual goals that relate to the City's objectives.

In alignment with our transparency in government culture and our vision statement, we will strive to communicate openly about the goals of the City and the design of the compensation program. The compensation process is intended to be fair and simple so that all employees and Managers understand the goals and the outcomes of the process. The City of New Bern will administer the compensation program in a manner that is consistent and free of discrimination.

#### Example 2:

It is the policy of the City of New Bern to compensate its employees at a level sufficient to encourage excellence of performance and to maintain the labor market competitiveness necessary to recruit, retain, and develop a competent and diverse workforce. In order to meet this expectation, the Human Resources Director will review the pay plan every 2-3 years and present recommendations to the City Manager.

## **B. Administer Market-Based Salary Administration Practices**

- The current Salary Schedule should be maintained with minor adjustments in the range spread (minimum to maximum) and grade midpoint differentials (spread from one grade to the next).
- The salary grade range (spread from minimum to maximum) is sufficient and we recommend it remain at the current 62.75%. The recommended grade chart will reflect a consistent 5.0% differential between grade midpoints.
- Adjustments in the Salary Schedule should only occur when the entry level salaries (or market rate salaries) of a significant portion of the benchmark classifications are no longer competitive. For individual classifications which are not competitive, the City should use the recognized practice of reclassification (change in grade level) for specific job roles to ensure competitive salaries without the need to revise the entire Salary Schedule. A full compensation plan review should be conducted not later than every 3 - 4 years with interim adjustments in certain classes and/or class series.
- The focus of salary administration should be on the competitive minimum salaries as well as the midpoints (market values) of each job classification. Employees with compa-ratios in the .95 to 1.05 range (employee salary divided by the grade midpoint) should be considered "at market" relative to the salary grade midpoint. We also recommend employees with compa-ratios greater than 1.15 should have future salary adjustments given as lump-sum payments until the next salary schedule is adjusted and their annual salary falls below 1.15.
- The maximum rate for a given classification is the end of the range for a salary grade. This rate should not be construed as the "top rate" to which an employee aspires since salary ranges move up over time and any rate associated with the grade range will change as well. Instead, the focus of salary administration should be on minimums to attract employees, as well as market rates (midpoints) with advancement beyond midpoints dependent on total service and performance of employees, and not the passage of time.
- As to salary compression, we recommend the following adjustments based on the employees years of service in their job classification, as well as years of uninterrupted service with the City (no break in service). These two actions <u>will not resolve compression issues</u>; however, they will be an initial step to address the issue of less senior employees with earnings at or near those of more senior employees which cannot be attributed to higher qualifications or skills:

Years in Job Role	Percent Increase	Years Total Service	Percent Increase
Less than 3	0%	Less than 3	0%
3, but less than 8	1%	3, but less than 8	1%
8, but less than 15	2%	8, but less than 15	2%
15, but less than 20	3%	15, but less than 20	3%
20, or more years	4%	20, or more years	4%

### Note:

- 1. Not all employees will receive a salary increase with this proposal
- 2. If an employee's salary in a job classification is below the new salary grade minimum, their salary will be advanced to the new grade minimum, regardless of length of service. In some circumstances, the minimum salary for employees in certain job classifications may be increased by 10% or more. This is primarily due to the grade and range being incorrectly aligned to the market for that particular job role.
- 3. If an employee has been in their position for three years or longer, they will receive a salary increase based on the above chart in addition to any change in grade (if any).
- 4. If an employee's total service time with the City in all job capacities, without a break in service is three years or longer, they will receive a salary increase based on the above chart in addition to any change in grade (if any). This additional salary increase is a one-time allocation and is directed at the issue of salary compression.

# VI. Implementation Recommendations

### A. Adopt the recommended Pay Plan (see Proposed Pay Plan)

Employees would be placed in the appropriate market based salary grade either at the minimum of the recommended pay grade, or retain their current salary, <u>whichever is higher</u>, and retain the methodology for advancement of employees in their respective pay range both horizontally within the grade, as well as vertically within the Pay Plan for promotional opportunities.

### **Option I**

Added 1878 costs (FICA, Tethenient, etc)	21,557.55
Added 18% costs (FICA, retirement, etc)	21,357.55
New Grade Minimums	118,653.06

**B.** Adopt the compensation component (recommendations to address salary compression) recognizing the employees' time in their position classification, as well as the employee's time in service to the City.

Option II	
New Grade Minimums	118,653.06
Years Service in Class	214,320.53
	332,973.59
Added 18% costs (FICA, retirement, etc)	59,935.25
Total Option II	392,908.84
Option III	
New Grade Minimums	118,653.06
Years Service w/City	405,825.56
	524,478.62
Added 18% costs (FICA, retirement, etc)	94,406.15
Total Option III	618,884.77
Option IV	
New Grade Minimums	118,653.06
Years Service in Class	214,320.53
Years Service w/City	405,825.56
	738,799.15
Added 18% costs (FICA, retirement, etc)	132,983.85
Total Option IV (Recommended)	871,783.00

The preceding funding requirements for each proposal are rounded and include salary adjustments plus 18% for FICA, Retirement, 401(k), etc. The actual required funding requirements will fluctuate up to the time of approval and implementation as employees terminate, are employed, are promoted, etc. The required funding amount will also fluctuate

slightly based on the specific percentage required for FICA, Retirement, 401(k), etc. For purposes of this report we estimated that requirement at 18%

The recommendation for implementing changes for individual employees is provided in a separate spreadsheet submitted to the City Manager and Human Resources Director.

<u>Grade</u>	Classification	Minimum	Midpoint	<u>Maximum</u>
3	Not assigned	21,620	28,404	35,186
4	Not assigned	22,701	29,824	36,946
		Î Î		
5	Custodian	23,836	31,315	38,793
			,	
6	Lead Custodian	25,028	32,880	40,733
			í	
7	Accounting Clerk	26,279	34,524	42,770
7	Hydrant/Meter Maintenance Worker I	26,279	34,524	42,770
7	Senior Maintenance Worker	26,279	34,524	42,770
7	Tree Trim Ground Worker	26,279	34,524	42,770
7	Utility Maintenance Worker I	26,279	34,524	42,770
7	Utility Service Specialist	26,279	34,524	42,770
			,	,
8	Billing Services Representative	27,593	36,251	44,908
8	Enrichment Programs Assistant	27,593	36,251	44,908
8	Equipment Operator I	27,593	36,251	44,908
8	Maintenance/Construction Worker	27,593	36,251	44,908
8	Payment Services Representative	27,593	36,251	44,908
8	Police Service Technician	27,593	36,251	44,908
8	Utility Service Technician	27,593	36,251	44,908
9	Biosolids Operator	28,973	38,063	47,153
9	Customer Service Representative	28,973	38,063	47,153
9	Electric Meter Technician	28,973	38,063	47,153
9	Fire Trainee	28,973	38,063	47,153
9	Hydrant/Meter Maintenance Worker II	28,973	38,063	47,153
9	Irrigation Operator	28,973	38,063	47,153
9	Lead Equipment Operator I	28,973	38,063	47,153
9	Lead Maintenance Worker	28,973	38,063	47,153
9	Office Assistant III	28,973	38,063	47,153
9	Parks Maintenance Specialist	28,973	38,063	47,153
9	Senior Billing Services Representative	28,973	38,063	47,153
9	Tree Trimmer Trainee	28,973	38,063	47,153
9	Utility Control System Operator	28,973	38,063	47,153
9	Utility Maintenance Worker II	28,973	38,063	47,153
9	Warehouse Assistant	28,973	38,063	47,153
10	Accounting Technician I	30,422	39,966	49,511
10	Electric Ground Worker	30,422	39,966	49,511
10	Equipment Operator II	30,422	39,966	49,511
10	Maintenance Technician	30,422	39,966	49,511
10	Police Officer Trainee	30,422	39,966	49,511
10	PST/Animal Control	30,422	39,966	49,511

# VII. Proposed Pay Plan

Piedmont Triad Regional Council Market Analysis Pay Study for City of New Bern, NC

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Grade	Classification	Minimum	<u>Midpoint</u>	Maximum
10	PST/Property and Evidence	30,422	39,966	49,511
10	Senior Customer Service Rep	30,422	39,966	49,511
10	Wastewater Treatment Plant Operator I	30,422	39,966	49,511
10	Water Treatment Plant Operator I	30,422	39,966	49,511
11	Administrative Assistant	31,943	41,965	51,987
11	Fire Specialist	31,943	41,965	51,987
11	Human Resources Assistant	31,943	41,965	51,987
11	Hydrant/Meter Maintenance Lead Worker	31,943	41,965	51,987
11	PST/Telecommunicator	31,943	41,965	51,987
11	Tree Trimmer	31,943	41,965	51,987
11	Utility Maintenance Lead Worker	31,943	41,965	51,987
12	Auto Mechanic	33,540	44,063	54,586
12	Fire Specialist I	33,540	44,063	54,586
12	Laboratory Technician	33,540	44,063	54,586
12	Lead Equipment Operator II	33,540	44,063	54,586
12	Parks Crew Leader	33,540	44,063	54,586
12	Pump Station Mechanic	33,540	44,063	54,585
12	Wastewater Treatment Plant Operator II	33,540	44,063	54,585
12	Water Treatment Plant Operator II	33,540	44,063	54,585
13	Accounting Technician II	35,217	46,266	57,315
13	Customer Relations Assistant	35,217	46,266	57,315
13	Electric Line Worker 3 <sup>rd</sup> Class	35,217	46,266	57,315
13	Fire Specialist II	35,217	46,266	57,315
13	Inflow & Infiltration Technician	35,217	46,266	57,315
13	Load Management Systems Technician	35,217	46,266	57,315
13	Payment Services Supervisor	35,217	46,266	57,315
14	Building Inspector I	36,978	48,579	60,181
14	Electric Service Representative	36,978	48,579	60,181
14	Fire Specialist III	36,978	48,579	60,181
14	Human Resources Technician	36,978	48,579	60,181
14	Lead Auto Mechanic	36,978	48,579	60,181
14	Nuisance Abatement Officer	36,978	48,579	60,181
14	Police Officer	36,978	48,579	60,181
14	Substation Technician I	36,978	48,579	60,181
14	Tree Trim Crew Leader	36,978	48,579	60,181
14	Wastewater Treatment Plant Operator III	36,978	48,579	60,181
14	Water Treatment Plant Operator III	36,978	48,579	60,181
15	Piosolide Supervisor	20 026	51 000	62 100
15	Biosolids Supervisor	38,826	51,008	63,190
15	Electric Line Worker 2 <sup>nd</sup> Class	38,826	51,008	63,190
15	Electrical Engineering Technician	38,826	51,008	63,190
15	Electrician	38,826	51,008	63,190
15	GIS Technician Hydrant/Meter Crew Supervisor	38,826	51,008 51,008	63,190 63,190

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Grade	Classification	Minimum	<u>Midpoint</u>	Maximum
15	Pretreatment Coordinator	38,826	51,008	63,190
15	W/S Crew Supervisor	38,826	51,008	63,190
	*			
16	Accounting Services Supervisor	40,768	53,559	66,349
16	Athletic Coordinator	40,768	53,559	66,349
16	Billing Services Supervisor	40,768	53,559	66,349
16	Building Inspector II	40,768	53,559	66,349
16	Fire Prevention Inspector I	40,768	53,559	66,349
16	Heavy Equipment Manager	40,768	53,559	66,349
16	IT Technician	40,768	53,559	66,349
16	Master Police Officer I	40,768	53,559	66,349
16	Parks & Grounds Services Supervisor	40,768	53,559	66,349
16	Planner I	40,768	53,559	66,349
16	Recreation Programs Coordinator	40,768	53,559	66,349
16	Special Programs and Events Coordinator	40,768	53,559	66,349
16	Substation Technician II	40,768	53,559	66,349
16	Wastewater Treatment Plant Opr. IV	40,768	53,559	66,349
16	Water Treatment Plant Operator IV	40,768	53,559	66,349
17	Accountant	42,806	56,236	69,667
17	Administrative Support Services Supv.	42,806	56,236	69,667
17	Electric Line Worker 1 <sup>st</sup> Class	42,806	56,236	69,667
17	Fire Engineer	42,806	56,236	69,667
17	Master Police Officer II	42,806	56,236	69,667
17	MPO Planner	42,806	56,236	69,667
17	Police Civilian Unit Supervisor	42,806	56,236	69,667
17	Treatment Plants Maintenance Supervisor	42,806	56,236	69,667
	· · · · · · · · · · · · · · · · · · ·			
18	Athletic Services Supervisor	44,946	59,048	73,150
18	Building Inspector III	44,946	59,048	73,150
18	Chief Treatment Plant Operator	44,946	59,048	73,150
18	Energy Management Specialist	44,946	59,048	73,150
18	Facilities Maintenance Superintendent	44,946	59,048	73,150
18	Field Service and Metering Supervisor	44,946	59,048	73,150
18	Financial and Budget Analyst	44,946	59,048	73,150
18	Fire Captain	44,946	59,048	73,150
18	Fire Prevention Inspector II	44,946	59,048	73,150
18	Laboratory Supervisor Wastewater	44,946	59,048	73,150
18	Laboratory Supervisor Water	44,946	59,048	73,150
18	Master Police Officer III	44,946	59,048	73,150
18	Planner II	44,946	59,048	73,150
18	Recreation Facility Manager	44,946	59,048	73,150
18	Senior IT Technician	44,946	59,048	73,150
18	Telemetry and Control Technician	44,946	59,048	73,150
18	Water Facilities Maint Superintendent	44,946	59,048	73,150
18	Water Resources Project Coordinator	44,946	59,048	73,150
				,
19	Bidg. & Grounds Maintenance Supt	47,194	62,001	76,808

<u>Grade</u>	<u>Classification</u>	Minimum	<u>Midpoint</u>	<u>Maximum</u>
19	City Clerk	47,194	62,001	76,808
19	Community Development Coordinator	47,194	62,001	76,808
19	Fiber Systems Technician	47,194	62,001	76,808
19	Fleet Maintenance Superintendent	47,194	62,001	76,808
19	IT Infrastructure Analyst	47,194	62,001	76,808
19	IT Systems Analyst	47,194	62,001	76,808
19	Police Sergeant	47,194	62,001	76,808
19	Purchasing and Warehouse Manager	47,194	62,001	76,808
19	Recreation Services Supervisor	47,194	62,001	76,808
19	Safety Officer	47,194	62,001	76,808
19	Waste Collection Superintendent	47,194	62,001	76,808
19	W/S Construction Superintendent	47,194	62,001	76,808
20	Electric Line Crew Leader	49,553	65,101	80,648
20	Planner III	49,533	65,101	80,648
20	Senior Accountant	49,553	65,101	80,648
21	Chief Building Inspector	52,031	68,356	84,681
21	Land & Community Dev. Administrator	52,031	68,356	84,681
21	MPO Administrator	52,031	68,356	84,681
21	Planner IV	52,031	68,356	84,681
21	Public Information Officer	52,031	68,356	84,681
22	Fire Battalion Chief	54,633	71,774	88,915
22	Fire Division Chief of Training	54,633	71,774	88,915
22	Fire Marshal/Div Chief of Fire Prevention	54,633	71,774	88,915
22	Police Lieutenant	54,633	71,774	88,915
22	SCADA/Control Systems Supervisor	54,633	71,774	88,915
22	Senior Financial and Budget Analyst	54,633	71,774	88,915
22	Senior IT Analyst	54,633	71,774	88,915
22	Staff Engineer Distribution	54,633	71,774	88,915
22	Staff Engineer Stormwater	54,633	71,774	88,915
22	Staff Engineer Water Resources	54,633	71,774	88,915
22	Streets Superintendent	54,633	71,774	88,915
22	Utility Maintenance Superintendent	54,633	71,774	88,915
22	Wastewater Treatment Plant Manager	54,633	71,774	88,915
22	Water Treatment Plant Manager	54,633	71,774	88,915
23	Assistant Director of Public Works	57,364	75,362	93,360
23	Assistant Human Resources Director	57,364	75,362	93,360
23	City Planner	57,364	75,362	93,360
23	Electric Substation Superintendent	57,364	75,362	93,360
23	GIS Manager	57,364	75,362	93,360
24	Accounting Manager	60,232	79,130	98,028
24	Community & Economic Dev. Director	60,232	79,130	98,028
24	Deputy Fire Chief/Operations Commander	60,232	79,130	98,028
24	Police Captain	60,232	79,130	98,028

Grade	Classification	Minimum	<u>Midpoint</u>	<u>Maximum</u>
24	Utility Business Office Manager	60,232	79,130	98,028
25	Electric Engineering Manager	63,244	83,087	102,929
				-
26	Not assigned	66,406	87,241	108,076
27	Information Technology Manager	69,726	91,603	113,480
		,	,	,
28	Electric Distribution Superintendent	73,213	96,183	119,154
		,	,	- ,
29	Not assigned	76,873	100,992	125,111
		,		
30	Human Resources Director	80,717	106,042	131,367
30	Parks & Recreation Director	80,717	106,042	131,367
·				,
31	City Engineer	84,753	111,344	137,935
31	Fire Chief	84,753	111,344	137,935
			î	
32	Chief of Police	88,991	116,911	144,832
32	Development Services Director	88,991	116,911	144,832
32	Finance Director	88,991	116,911	144,832
32	Public Works Director	88,991	116,911	144,832
32	Utilities Director	88,991	116,911	144,832
			,	,
33	Assistant City Manager	93,441	122,757	152,074
				· · · · ·
34	Not assigned	98,113	128,895	159,678
35	Not assigned	103,019	135,340	167,662
36	Not assigned	108,170	142,107	176,045
37	Not assigned	113,578	149,212	184,847
38	Not assigned	119,257	156,672	194,089
39	Not assigned	125,220	164,506	203,794
40	Not assigned	131,481	172,731	213,983

# VIII. Proposed Classification Titles and Grades (Alphabetical Listing)

Classification Title	<u>Current</u> <u>Grade</u>	Proposed Grade
Accounting Services Supervisor	16	16
Accountant	17	17
Accounting Clerk	7	7
Accounting Manager	24	24
Accounting Technician I	10	10
Accounting Technician II	13	13
Administrative Support Services Supervisor	17	17
Administrative Assistant	11	11
Assistant City Manager	33	33
Assistant Human Resources Director	22	23
Assistant Director of Public Works	23	23
Athletic Coordinator	15	16
Athletic Services Supervisor	18	18
Auto Mechanic	10	12
Billing Services Representative	8	8
Billing Services Supervisor	16	16
Biosolids Operator	8	9
Biosolids Supervisor	14	15
Building & Grounds Maintenance Superintendent	18	19
Building Inspector I	13	14
Building Inspector II	15	16
Building Inspector III	17	18
Chief Building Inspector	20	21
Chief of Police	32	32
Chief Treatment Plant Operator	16	18
City Clerk	17	19
City Engineer	31	31
City Manager	N/A	N/A
City Planner	22	23
Community & Economic Development Manager	23	24
Community Development Coordinator	18	19
Custodian	4	5
Customer Relations Assistant	13	13
Customer Service Representative	9	9
Deputy Fire Chief/Operations Commander	24	24

	Current	Proposed
<u>Classification Title</u>	Grade	Grade
Development Services Director	32	32
Electric Distribution Superintendent	26	28
Electric Engineering Manager	24	25
Electric Ground Worker	9	10
Electric Line Crew Leader	19	20
Electric Line Worker 1st Class	16	17
Electric Line Worker 2nd Class	14	15
Electric Line Worker 3rd Class	12	13
Electric Meter Technician	9	9
Electric Service Representative	13	14
Electric Substation Superintendent	22	23
Electrical Engineering Technician	14	15
Electrician	15	15
Energy Management Specialist	18	18
Enrichment Programs Assistant	8	8
Equipment Operator I	8	8
Equipment Operator II	10	10
Facilities Maintenance Superintendent	17	18
Fiber Systems Technician	18	19
Field Service and Metering Supervisor	16	18
Financial and Budget Analyst	18	18
Finance Director	32	32
Fire Battalion Chief	22	22
Fire Captain	18	18
Fire Chief	, 31	31
Fire Division Chief of Training	22	22
Fire Engineer	17	17
Fire Marshal/Division Chief of Fire Prevention	22	22
Fire Prevent Inspector I	16	16
Fire Prevent Inspector II	18	18
Fire Specialist	11	11
Fire Specialist I	12	12
Fire Specialist II	13	13
Fire Specialist III	14	14
Fire Trainee (new)	N/A	9
Fleet Maintenance Superintendent	18	19
GIS Manager	20	23
GIS Technician	14	15
Heavy Equipment Manager	15	16

Classification Title	Current Crada	Proposed Grade
<u>Classification Title</u> Human Resources Assistant	<u>Grade</u> 10	<u>- Graue</u> 11
Human Resources Director	30	30
Human Resources Technician	14	14
	14	14
Hydrant/Meter Crew Supervisor Hydrant/Meter Maintenance Lead Worker	14	11
	6	7
Hydrant/Meter Maintenance Worker I	8	9
Hydrant/Meter Maintenance Worker II Inflow & Infiltration Technician	12	13
		27
Information Technology Manager	23	
Irrigation Operator	_	9
IT Infrastructure Analyst	18	19
IT Systems Analyst	18	19
IT Technician	16	16
Laboratory Supervisor Wastewater	18	18
Laboratory Supervisor Water	18	18
Laboratory Technician	11	12
Land & Community Development Administrator	20	21
Lead Auto Mechanic	12	14
Lead Custodian	5	6
Lead Equipment Operator I	9	9
Lead Equipment Operator II	12	12
Lead Maintenance Worker	8	9
Load Management Systems Technician	12	13
Maintenance/Construction Worker	8	8
Maintenance Technician	9	10
Master Police Officer I	14	16
Master Police Officer II	15	17
Master Police Officer III	16	18
MPO Administrator	19	21
MPO Planner	14	17
Nuisance Abatement Officer	12	14
Office Assistant III	9	9
Parks & Recreation Director	30	30
Parks Crew Leader	12	12
Parks Maintenance Specialist	9	9
Parks & Grounds Services Supervisor	15	16
Payment Services Representative	8	8
Payment Services Supervisor	13	13
Planner I	14	16

	<u>Current</u>	Proposed
<u>Classification Title</u>	Grade	<u>Grade</u>
Planner II (New)	- N/A	18
Planner III (New)	N/A	20
Planner IV (New)	N/A	21
Police Captain	24	24
Police Civilian Unit Supervisor	16	17
Police Lieutenant	22	22
Police Officer	12	14
Police Officer Trainee	10	10
Police Sergeant	18	19
Police Service Technician	8	8
Pretreatment Coordinator	14	15
PST/Animal Control	9	10
PST/Property & Evidence	9	10
PST/Telecommunicator	10	11
Public Information Officer	19	21
Public Works Director	32	32
Pump Station Mechanic	10	12
Purchasing and Warehouse Manager	17	19
Recreation Programs Coordinator	15	16
Recreation Facility Manager	18	18
Recreation Services Supervisor	19	19
Safety Officer	19	19
SCADA/Control Systems Supervisor	22	22
Senior Accountant	20	20
Senior Billing Services Representative	9	9
Senior Customer Service Representative	10	10
Senior Financial and Budget Analyst	22	22
Senior IT Analyst	19	22
Senior IT Technician	17	18
Senior Maintenance Worker	6	7
Special Programs and Events Coordinator	15	16
Staff Engineer Distribution	22	22
Staff Engineer Wastewater	22	22
Staff Engineer Water Resources	22	22
Streets Superintendent	21	22
Substation Technician I	14	14
Substation Technician II	16	16
Telemetry and Control Technician	17	18
Treatment Plants Maintenance Supervisor	15	17

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Classification Title	<u>Current</u> Grade	Proposed Grade
Tree Trim Crew Leader	13	14
Tree Trim Ground Worker	6	7
Tree Trimmer	9	11
Tree Trimmer Trainee	7	9
Utilities Director	32	32
Utility Business Office Manager	24	24
Utility Control System Operator	8	9
Utility Maintenance Lead Worker	10	11
Utility Maintenance Superintendent	21	22
Utility Maintenance Worker I	6	7
Utility Maintenance Worker II	8	9
Utility Service Specialist	7	7
Utility Service Technician	8	8
W/S Construction Superintendent	18	19
W/S Crew Supervisor	14	15
Warehouse Assistant	9	9
Waste Collection Superintendent	18	19
Wastewater Treatment Plant Operator I	9	10
Wastewater Treatment Plant Operator II	11	12
Wastewater Treatment Plant Operator III	13	14
Wastewater Treatment Plant Operator IV	15	16
Wastewater Treatment Plant Manager	21	22
Water Facilities Maintenance Superintendent	17	18
Water Resources Project Coordinator	18	18
Water Treatment Plant Manager	21	22
Water Treatment Plant Operator I	9	10
Water Treatment Plant Operator II	11	12
Water Treatment Plant Operator III	13	14
Water Treatment Plant Operator IV	15	16

# IX. Definitions of Salary Survey Terms

<u>Terms</u>	Description
<u>Average</u>	The arithmetic mean of several reported salaries for a specific job classification (e.g., average salaries of all Firefighters as a class)
Median	The middle value (number) in a series of values in which half the values are above the middle number and half the values below the number
<u>Compa-Ratio</u>	The relationship (expressed as a decimal) between an employee's actual annual salary and the midpoint (market value) of the assigned pay grade (salary divided by the range's midpoint being represented as 1.00). Employee salaries below the midpoint are less than 1.0, (e.g., .80, .95, etc) and salaries above the midpoint are shown as 1.05, 1.10, etc, indicating a higher value to the midpoint.
<u>Market Rate</u>	The "market rate" for any job classification is determined by surveying other employer salaries for employees with similar skills and experience. This includes existing employees and new employees who may often have qualifications exceeding recent new hires. Market rates generally signify someone who is fully knowledgeable and tenured with the requisite experience, education, and years of consistent levels of performance. Salaries at this level should correspond to the median (+/- 5%), or averages of competitors surveyed. Market rates vary by job classification, industry, location, and size of employer
<u>Grade Differential</u>	The percentage increase from a lower pay grade to the next highest pay grade. Typically, 5% from one pay grade to the next highest pay grade
<u>Minimum</u>	The beginning or entry salary for each salary grade. Typically this is 25% less than the Midpoint on a 50% salary range
<u>Midpoint</u>	The arithmetic average of the minimum salary and maximum salary for each salary grade. Typically represents the "Market Value" (+/- 5%) of the positions assigned to each salary grade
Maximum	The last or ending salary for each salary grade. Typically this is 20% greater than the Midpoint on a 50% salary range
Range	The arithmetic value of the difference between the minimum of a salary grade to the maximum of the salary grade represented as a percent. The City's current 52% range was used for this study

Current Grade	Proposed Grade	Variance	Title	Minimum	Midpoint	Maximum
1	1	0		19,610	25,763	31,915
2	2	0		20,591	27,051	33,511
3	3	0		21,620	28,404 28,403	35,186
4	4	0		22,701	29,824 29,823	36,946
4	5	1	Custodian	23,836	31,315	38,793
<mark>5</mark> 6	<mark>6</mark> 6	1 0	Lead Custodian Parks Worker	25,028	32,880	40,733
0	0	0	Parks Worker			
7	7	0	Accounting Clerk	26,279	34,524	42,770
6	7	1	Hydrant/Meter Maintenance Worker I			
7	7	0	Inventory Control Clerk			
7	7	0	Office Assistant II			
7	7	0	Recreation Program/Athletic Assistant			
6	7	1	Senior Maintenance Worker			
6	7	1	Tree Trim Groundworker			
6	7	1	Utility Maintenance Worker I			
7	7	0	Utility Services Specialist			
8	8	0	Billing Services Representative	27,593	36,251	44,908
8	8	0	Enrichment Program Assistant			
8	8	0	Equipment Operator I			
8	8	0	Maintenance Construction Worker			
8	8	0	Payment Services Representative			
8	8	0	Police Service Technician			
8	8	0	Utility Service Technician			
8	9	1	Bio-Solids Operator	28,973	38,063	47,153
9	9	0	Customer Service Representative			
9	9	0	Electric Meter Technician			
NA	9	NA	Fire Trainee			
8	9	1	Hydrant/Meter Maintenance Worker II			
8	9	1	Irrigation Operator			
9	9	0	Lead Equipment Operator I			
8	9	1	Lead Maintenance Worker			
9	9	0	Office Assistant III			

9	9	0	Parks Maintenance Specialist			
9	9	0	Senior Billing Services Representative Tree Trimmer Trainee			
	9 9	2 1				
8	9	1	Utility Control System Operator			
9	9	0	Utility Maintenance Worker II Warehouse Assistant			
5	5	0	Walehouse Assistant			
10	10	0	Accounting Technician I	30,422	39,966	49,511
9	10	1	Electric Groundworker			
10	10	0	Engineering Assistant			
10	10	0	Equipment Operator II			
9	10	1	Maintenance Technician			
10	10	0	Police Officer Trainee			
9	10	1	Police Service Technician (Animal Control)			
9	10	1	Police Service Technician (Property & Evidence)			
10	10	0	Senior Customer Service Representative			
9	10	1	Wastewater Treatment Plant Operator I			
9	10	1	Water Treatment Plant Operator I			
11	11	0	Administrative Assistant	31,943	41,965	51,987
11	11	0	Fire Specialist		•	
10	11	1	Hydrant/Meter Maintenance Lead Worker			
10	11	1	Human Resources Assistant			
10	11	1	Police Service Technician/Telecommunicator			
9	11	2	Tree Trimmer			
10	11	1	Utility Maintenance Lead Worker			
10	12	2	Auto Mechanic	33,540	44,063	54,586
12	12	0	Fire Specialist I	00,010	11,000	01,000
11	12	1	Laboratory Technician			
12	12	0	Lead Equipment Operator II			
12	12	0	Parks Crew Leader			
10	12	2	Pump Station Mechanic			
11	12	1	Wastewater Treatment Plant Operator II			
11	12	1	Water Treatment Plant Operator II			
13	13	0	Accounting Technician II	35,217	46,266	57,315
13	13	0	Customer Relations Assistant	00,217	40,200	01,010
13	13	0	Fire Specialist II			
12	13	1	Electric Line Worker 3rd Class			
12	13	1	Inflow and Infiltration Technician			
12	13	1	Load Management Systems Technician			
13	13	0	Payment Services Supervisor			
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13	14	1	Building Inspector I	36,978	48,579	60,181
13	14	1	Electric Svc. Representative		,,	
14	14	0	Fire Specialist III			
14	14	0	Human Resources Technician			
12	14	2	Lead Auto Mechanic			
12	14	2	Nuisance Abatement Officer			
12	14	2	Police Officer			
14	14	0	Substation Technician I			
13	14	1	Tree Trim Crew Leader			
13	14	1	Wastewater Treatment Plant Operator III			
13	14	1	Water Treatment Plant Operator III			
14	15	1	Biosolids Supervisor	38,826	51,008	63,190
14	15	1	Electric Line Worker 2nd Class			
14	15	1	Electrical Engineer Technician			
15	15	0	Electrician			
14	15	1	GIS Technician			
14	15	1	Hydrant/Meter Crew Supervisor			
14	15	1	Pretreatment Coordinator			
14	15	1	Water/Sewer Crew Supervisor			
16	16	0	Account Services Supervisor	40,768	53,559	66,349
15	16	1	Athletic Coordinator			
16	16	0	Billing Services Supervisor			
15	16	1	Building Inspector II			
16	16	0	Fire Prevention Inspector			
15	16	1	Heavy Equipment Manager			
16	16	0	IT Technician			
14	16	2	Master Police Officer I			
14	16	2	Planner I			
15	16	1	Recreation Program Coordinator			
15	16	1	Special Program & Events Coordinator			
16	16	0	Substation Technician II			
15	16	1	Wastewater Treatment Plant Oper. IV			
15	16	1	Water Treatment Plant Operator IV			
17	17	0	Accountant	42,806	56,236	69,667
16	17	1	Civilian Unit Supervisor			
16	17	1	Electric Line Worker 1st Class			
17	17	0	Fire Engineer			
15	17	2	Master Police Officer II			
14	17	3	MPO Planner			
17	17	0	Supervisor of Administrative Support Services			
15	17	2	Treatment Plants Maint. Supervisor			

## City of New Bern

#### Fiscal Year 2017-18

17	18	1	Building Inspector III	44.040	50.040	70 450
16	18	2	Chief Treatment Plant Operator	44,946	59,048	73,150
18	18	0	Deputy Fire Marshal			
18	18	0	Energy Management Specialist			
17	18	1	Facilities Maintenance Superintendent			
18	18	0	Facility Manager			
16	18	2				
18	18	0	Field Service and Metering Supervisor			
18	18		Financial and Budget Analyst			
18	18	0	Fire Captain			
16		0	Laboratory Supervisor			
	18	2	Master Police Officer III			
15	18	3	Planner II			
17	18	1	Senior IT Technician			
18	18	0	Supervisor of Athletic Services			
17	18	1	Telemetry and Control Technician			
17	18	1	Water Facilities Maintenance Superintendent			
18	18	0	Water Resources Project Coordinator			
18	19	1	Building and Grounds Maintenance Superintendent	47,194	62,001	76,808
17	19	2	City Clerk	1997 - 28 Sounds		
18	19	1	Community Development Coordinator			
18	19	1	Fiber Systems Technician			
18	19	1	Fleet Maintenance Superintendent			
18	19	1	IT Infrastructure Analyst			
18	19	1	IT Systems Analyst			
NA	19	NA	Parks Superintendent			
18	19	1	Police Sergeant			
17	19	2	Purchasing and Warehouse Manager			
19	19	0	Safety Officer			
19	19	0	Stormwater Superintendent			
19	19	0	Supervisor of Recreation Services			
18	19	1	Waste Collection Superintendent			
18	19	1	Water/Sewer Construction Superintendent			
19	20	1	Electric Line Crew Leader	40 550	05 404	00.040
16	20		Planner III	49,553	65,101	80,648
		4				
20	20	0	Senior Accountant			
20	21	1	Chief Building Inspector	52,031	68,356	84,681
20	21	1	Land & Community Development Administrator	<u>~</u>	1179 16	6 1949
19	21	2	Metropolitan Planning Organization Administrator			
18	21	3	Planner IV			
19	21	2	Public Information Officer			

22	22	0	Fire Battalion Chief	54,633	71,774	88,915
22	22	0	Fire Division Chief of Training			
22	22	0	Fire Marshal/Division Chief of Fire Prevention			
22	22	0	Police Lieutenant			
22	22	0	SCADA/Control Systems Supervisor			
22	22	0	Senior Financial and Budget Analyst			
19	22	3	Senior IT Analyst			
22	22	0	Staff Engineer			
21	22	1	Streets Superintendent			
21	22	1	Utility Maintenance Superintendent			
21	22	1	Wastewater Treatment Plant Manager			
21	22	1	Water Treatment Plant Manager			
23	23	0	Assistant Director of Public Works	57,364	75,362	93,360
22	23	1	Asst. Director of Human Resources	01,001	10,002	00,000
22	23	1	City Planner			
22	23	1	Electric Substation Superintendent			
20	23	3	GIS Manager			
24	24	0	Accounting Manager	60,232	79,130	98,028
23	24	1	Community & Economic Development Manager			
24	24	0	Deputy Fire Chief/Operations Commander			
24	24	0	Police Captain			
24	24	0	Utility Business Office Manager			
24	05	4				
24	25	1	Electric Engineering Manager	63,244	83,087 83,089	102,929 102,930
00	00	•				
26	26	0		66,406	87,241	108,076
23	27	4	Information Technology Manager	69,726	91,603	113,480
	-		mendalen formology mendger	69,757	01,000	110,400
26	28	2	Electric Distribution Superintendent	73,213	96,183	119,154
					,,	,
29	29	0		76,873	100,992	125,111
				76,874	100,993	125,112
				,	,	120,112
30	30	0	Director of Human Resources	80,717	106,042	131,367
30	30	0	Director of Parks & Recreation			
31	31	0	City Engineer	84,753	111,344	137,935
31	31	0	Fire Chief	22		

#### **Classification Pay Plan FY 2017-18**

32 32 32 32 32 32	32 32 32 32 32 32	0 0 0 0	Chief of Police Director of Development Services Director of Finance Director of Public Works Director of Utilities	88,991	116,911	144,832
33	33	0	Assistant City Manager	93,441	122,757	152,074
				Red denote		larias from

Red denotes current salaries from FY 2017/2018 Classification Pay Plan. Minor adjustments required for accurate percentage between grades.

## AGENDA ITEM COVER SHEET

#### Agenda Item Title:

Consider Adopting Ordinance to Amend the FY2017-18 General Fund Operating Budget

Date of Meeting 2/13/2018	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA Director of Finance
Call for Public Hearing Yes 🖌 No	Date of Public Hearing

#### **Explanation of Item:**

This amendment appropriates funds to the Police Department in the amounts of: \$47,000 for a replacement interview room camera system, \$4,500 for three additional surveillance cameras for the George Street property, and \$15,000 for special operations. These items will be funded through fund balance. This amendment also appropriates \$240,000 for salary expenditures, to be funded through contingency (\$201,500) and unspent funds in the election organization (\$38,500).

#### Actions Needed by Board:

Adopt the budget ordinance

Is	item	time	sensitive?		Yes	$\mathbf{P}$	No
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### Will there be advocates/opponents at the meeting? Yes 🗹 No

#### **Backup Attached:**

Memo; ordinance

Cost of Agenda Item: \$306,500

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director :  $\Box$ Yes  $\Box$ No

Additional notes:



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

FROM: JR Sabatelli, CPA – Director of Finance

DATE: February 2, 2018

RE: Amendment to the FY2017-18 General Fund Operating Budget

#### <u>Police – Camera Equipment</u>

This amendment appropriates \$47,000 to the Police Department for the purchase of a replacement camera system for the interview room. This cost covers the necessary software, equipment, and installation and will be funded through fund balance.

Additionally, the Police Department is requesting funds to cover the cost of adding three additional surveillance cameras to the 601 George Street property. The total cost for the cameras and installation is \$4,500 and will be funded through fund balance.

#### Police - Other

The Police Department has requested \$15,000 to allow for special operations to counter the opioid epidemic in the City, to be funded through fund balance.

#### **Police Salaries**

The Police Department has been able to retain personnel at higher than expected levels with turnover being lower than expected; therefore, additional funds (\$240,000) are necessary to cover salary expenditures. We will continue to monitor the staffing levels and vacancies for the remainder of the fiscal year. Any additional changes required will be brought before the Board at a later date. This will be funded by a decrease in contingency (\$201,500) and from unspent funds in the election organization (\$38,500).

#### **Requested Action**

It is recommended that the Board adopt the enclosed budget amendment at its meeting on February 13, 2018.

#### CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2017-2018

FROM: Joseph R. Sabatelli, Director of Finance

Meeting Date: \_\_\_\_ February 13, 2018

#### EXPLANATION:

This amendment increases appropriations to the Police budget in the amount of \$47,000 to cover costs related to the purchase of a replacement camera system for the interview room, \$4,500 for additional surveillance cameras, and \$15,000 for special investigations. These items will be funded through appropriated fund balance. This amendment also appropriates \$240,000 to the Police organization to cover salary expenditures. This will be funded by a decrease in contingency (\$201,500) and by unspent funds in the Elections organization (\$38,500).

# BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2017-2018 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

#### Section 1 - Appropriations

<u>Schedule A</u>	<u>- GENERAL FUND</u>		
Increase:	Police	\$	306,500
Decrease:	Elections	\$	(38,500)
	Contingency	<u>\$</u>	(201,500)
		\$	66,500

Section 2 - Estimated Revenues

Schedule /	<u>A - GENERAL FUND</u>		
Increase:	Fund Balance Appropriated	<u>\$</u>	66,500

#### NATURE OF TRANSACTION:

ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
X TRANSFER WITHIN ACCOUNTS OF SAME FUND
X OTHER : Appropriate Fund Balance

APPROVED BY THE BOARD OF ALDERMEN AND ENTERED ON MINUTES DATED FEBRUARY 13, 2018 AGENDA ITEM NUMBER \_\_\_\_\_

BRENDA E. BLANCO, CITY CLERK

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



CITY OF NEW BERN 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

#### Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: January 3, 2018

SUBJECT: Appointment to New Bern-Craven County Public Library

Victor Taylor represented the Board of Aldermen on the New Bern-Craven County Public Library Board of Trustees. The Board is asked to make an appointment to replace Mr. Taylor. The new appointee shall serve as a trustee for the duration of their term of office. The Library Board meets the first Tuesday of alternate months beginning with February. The meetings begin at 7:30 p.m. and are held at the library. Any Board member who is absent for more than three consecutive meetings during the year will be removed from the Board.

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

CITY OF NEW BERN 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

#### Memorandum

TO: Alderman Barbara Best

FROM: Brenda Blanco, City Clerk BEB

DATE: February 2, 2018

SUBJECT: Appointment to New Bern Appearance Commission

The number of members on the Appearance Commission was recently increased from five to seven. One of these positions has now been filled. Appointments are made on a rotating basis between the Aldermen and Mayor, and it is your turn to make the next appointment.

For your reference, the Ordinance provides appointees shall be residents of the City's planning and zoning jurisdiction and shall, when possible, have had special training or experience in a design field such as architecture, landscape design, horticulture, city planning, or a closely-related field. Members of the Appearance Commission serve a three-year term. The commission currently holds its meetings at 6 p.m. on the second Thursday of each month at Parks and Recreation's administrative offices.

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

CITY OF NEW BERN 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

#### Memorandum

TO: Alderman Jeffrey Odham

FROM: Brenda Blanco, City Clerk

DATE: February 2, 2018

SUBJECT: Appointment to New Bern Appearance Commission

Peggy Broadway's term on the Appearance Commission will expire March 1, 2018. Appointments are made on a rotating basis between the Aldermen and Mayor, and it is your turn to fill this seat.

For your reference, the Ordinance provides appointees shall be residents of the City's planning and zoning jurisdiction and shall, when possible, have had special training or experience in a design field such as architecture, landscape design, horticulture, city planning, or a closely-related field. Members of the Appearance Commission serve a three-year term. The commission currently holds its meetings at 6 p.m. on the second Thursday of each month at Parks and Recreation's administrative offices.

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CITY OF NEW BERN 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

#### Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: February 2, 2018

SUBJECT: Appointment to Highway 17 Association

The Board is asked to appoint a representative to the Highway 17 Association. While Bernard White previously represented the City in this capacity, appointees are not restricted to elected officials and can be a member of the local government's management team or staff. Meetings are held quarterly, usually on the fourth Wednesday of the month from 10 a.m. to 12 noon, followed by lunch. The meeting location rotates within the Hwy. 17 corridor area. The next two meetings are scheduled for April 18<sup>th</sup> and June 27<sup>th</sup>.