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BOARD OF COMMISSIONERS MEETING AGENDA

Town of Swansboro

Monday, September 13, 2021

Board Members

John Davis, Mayor | Frank Tursi, Mayor Pro Tem | Pat Turner, Commissioner
Harry PJ Pugliese, Commissioner | Larry Philpott, Commissioner | Laurent Meilleur, Commissioner

*Zoom Link: First Meeting of the month: <https://us02web.zoom.us/j/82680161743>

Second Meeting of the month: <https://us02web.zoom.us/j/86147603054>

I. Call to Order/Opening Prayer/Pledge

Mayor John Davis

II. Public Comment

Citizens have an opportunity to address the Board for no more than three minutes per speaker regarding items listed on the agenda.

There is a second opportunity at the end of the agenda for the public to address the Board on items not listed on the agenda.

III. Adoption of Agenda and Consent Items

Board of Commissioners

The Town Clerk respectfully submits to the Board, the Regular Agenda and the below consent items, which are considered to be of general agreement and little or no controversy. These items may be voted on as a single group without Board discussion "or" if so desired, the Board may request to remove any item(s) from the consent agenda and placed for consideration separately.

Consent Items:

- a. Meeting Minutes - August 23, 2021 Regular Meeting Minutes

IV. Appointments/Recognitions/Presentations

V. Public Hearing – *None Scheduled*

VI. Business Non-Consent

- a. Budget Ordinance Amendment #2022-2

Sonia Johnson

Finance Director

On July 20, 2021, the Town received notification that the NC Department of Natural and Cultural Resources awarded \$9,000 through the Historic Preservation Fund (HPF) to Certified Local Governments (CLGs) for the Swansboro Architectural Survey Update. The total project cost is \$15,000 and as a condition of the grant, the Town is required to contribute \$6,000.

Action Needed: Motion to approve Budget Ordinance Amendment #2022-2, accepting \$9000 in grant funds and appropriating \$6,000 from fund balance.

b. Christmas Decorations Discussion

Chris Seaberg
Town Manager

The Town received \$6,943.78 in donations specific to the improvement of the Town's Christmas Lights that we annually install mostly along W. Corbett Ave. A proposed plan of action is provided for discussion and guidance.

Action Needed: Discuss and provide guidance beyond recommended plan of action

c. Future Agenda Items

Paula Webb
Asst Manager/Clerk

Future agenda items are shared for visibility and comment. In addition, an opportunity is provided for the Board to introduce items of interest and subsequent direction for placement on future agendas.

Action Needed: Discuss and provide any guidance.

VII. Items Moved from Consent

VIII. Public Comment

Citizens have an opportunity to address the Board for no more than five minutes regarding items not listed on the Agenda.

IX. Manager's Comments

Chris Seaberg
Town Manager

X. Board Comments

Board of Commissioners

XI. Closed Session

Board of Commissioners

Action Needed: Motion to enter break out room for Closed Session pursuant to NCGS 143-318.11 (a) (5) to instruct the public body's staff concerning the position to be taken on a proposal contract for the acquisition of real property.

XII. Adjournment

Board of Commissioners

**Town of Swansboro
Board of Commissioners
August 23, 2021 Regular Meeting**

In attendance: Mayor John Davis, Mayor Pro Tem Frank Tursi, Commissioner Pat Turner, Commissioner Harry PJ Pugliese, Commissioner Larry Philpott, and Commissioner Laurent Meilleur. It was noted that the Board had returned to remote meetings through the ZOOM platform as allowed by NCGS 166A-19 due to increased COVID19 cases county-wide. Governor Cooper had declared a state of emergency due to the COVID-19 Pandemic in March 2020 and it remained in effect.

Call to Order/Opening Prayer

The meeting was called to order at 5:30 pm. Mayor Davis gave the invocation.

Public Comment

Citizens were offered an opportunity to address the Board regarding items listed on the agenda. No comments were given.

Adoption of Agenda

Mayor Davis expressed interest in discussion of Christmas lights and planning assistance. Mayor Pro Tem Tursi asked that discussion on Christmas lights be deferred until the Public Works Director could attend so he was included in discussion. Manager Seaberg added that the budget amendment approved last month would allow for the purchase of additional lights, but quotes were still coming in. Discussion would be better served next month.

On a motion by Commissioner Turner, seconded by Commissioner Philpott, the Agenda (as amended adding discussion for planning assistance) and Consent Items below were unanimously approved through roll call.

Meeting Minutes

June 28, 2021, Regular Meeting Minutes

July 12, 2021, Regular Meeting Minutes

July 26, 2021, Regular Meeting Minutes

Tax Refunds – Vehicle Taxes for:

Gleason, Margaret Wooding	16.86 Tag Surrender
Kidwell, Richard Allen Jr.	16.02 Tag Surrender
Tooker, David Jon	93.77 Tag Surrender
Winkeleer, Christopher Anthony & Barbara Ellen	104.44 Tag Surrender

Public Hearings

Text Amendments - UDO Section 152.016, Definitions of Basic Terms - "Clear-Cutting"

The Board of Commissioners directed staff to work with the Planning Board to develop a definition for clear-cutting as related to the recently adopted amendments regarding land improvement permits and penalty (Ordinance 2021-O4).

On July 19, 2021, the Planning Board reviewed and voted unanimously to recommend approval of a definition for clearcutting and stated it was consistent with the current Comprehensive Plan as it clarified the recently adopted amendment (Ordinance 2021-O4) and specifically with the 2019 CAMA Land Use Plan Update, Section 4, Goals and Objectives, 3, "Prioritize the Natural Environment that is key to Swansboro's Quality of Life."

CLEAR-CUTTING. The alteration and/or improvement of a site when it results in the removal of regulated trees in excess of fifteen (15) per acre and causes the loss of forestland.

Mayor Davis inquired about regulated trees in excess of 15 trees per acre. He understood previously that there was interest in requiring that a minimum of 15 trees be left per acre. Manager Seaberg clarified that the remaining trees did have to be a certain caliper, which would require an inventory before trees were removed. Attorney Parson added that the tree caliper requirement was approved in a previous ordinance. Mayor Davis read the proposed definition that if someone cut more than 15 trees then they were clear-cutting versus requiring that 15 trees be preserved per acre. Attorney Parson gave an example as he understood it. With a 4-acre parcel, 60 trees could be left on 1 acre allowing the rest of the property to be cleared. Mayor Davis believed the previous ordinance was different requiring 15 trees be left per acre. Attorney Parson expressed that this proposed ordinance for consideration tonight only defined clear-cutting; other ordinance language provided details on the minimum trees that must be left when clear-cutting. As an example, he read that if one clear-cuts without submitting a site plan, they would then be required to plant 23 3-inch caliper trees per acre. Commissioner Meilleur felt Attorney Parson clarification was satisfactory. Mayor Pro Tem Tursi asked he if understood correctly then that if a property owner of a wooded lot wished to harvest every tree on the property they would have to file for a permit. Manager Seaberg confirmed this scenario for farmland which fell under a different process/exemption. The intent of the new ordinance and proposed definition was to prevent what happened with Swansgate where the developer clear cut the entire parcel for development. Mayor Pro Tem Tursi reaffirmed then that it was possible for someone to claim harvesting and then develop later. Manager Seaberg said that this scenario was possible. Commissioner Meilleur shared using the Swansgate example,

that there may still be 15 trees per acre, they were just located at the back of the property and along Swansboro Loop Road. Manager Seaberg added that the developer would also be required to add back certain plantings before final development accepted. Commissioner Turner was not convinced the proposed ordinance was restrictive enough. Mayor Pro Tursi noted that the Town could not override state forestry law; but could increase the circumference at breast height measurement of a tree.

The public hearing was opened at 6:00 pm, no comments were heard, and none provided within 24-hours prior to the hearing as provided by Session Law 2021-35. The public hearing was closed at 6:00 pm.

Mayor Pro Tem Tursi moved to approve Ordinance 2021-O8 effectively amending Section 152.016, Definitions of Basic Terms, of the Unified Development Ordinance to add a definition for “clear-cutting” finding the proposed text amendment consistent with the current Comprehensive Plan, and considered the action taken to be reasonable and in the public interest because it further clarified the recently adopted amendment (Ordinance 2021-O4) by adding a definition to Section 152.016, Definitions of Basic Terms, for “clear-cutting”. Further, it was consistent specifically with the 2019 CAMA Land Use Plan Update, Section 4, Goals and Objectives, 3, “Prioritize the Natural Environment that was key to Swansboro’s Quality of Life” and was recommended for approval by the Planning Board. The motion as seconded by Commissioner Turner.

Upon further discussion, Commissioner Philpott questioned whether the definition should simply read as “clear-cutting was the removal of all trees on a parcel of land. Commissioner Meilleur indicated it was not a simple issue and the ordinance did provide some direction/restriction. Mayor Pro Tem Tursi believed the ordinance brought attention and the staff should be trusted to follow through on the counts and size of trees remaining.

The vote was unanimous through roll call.

Business Non-Consent

Emergency Operations Center (EOC) – Fire Chief David Degnan and Police Chief Ken Jackson gave a presentation on the operations and importance of the Emergency operations Center attached herein.

Mayor Davis still questioned whether the Town needed to run an EOC or could the operation be turned over to Onslow County. Chief Jackson stated that the Town absolutely needed to operate its own EOC. He noted that the residents expected the

Town to protect them especially during a hurricane and/or other similar events. Chief Degnan supported Chief Jackson' statements adding that in an emergency we needed to protect our own. Onslow County could not respond to all jurisdictions timely.

Mayor Pro Tem Tursi was concerned about the current EOC location which had been confirmed as unsuitable for a storm above a Category 1. He was also concerned with the \$5 million dollar price tag for building on another site. He questioned whether the Town could partner with the County or other entity if a threat of a Category 2 or higher was emanate - did the EOC have to be in the town limits, could the staff operate from an alternate location, could a regional EOC be built with partners. Chief Degnan did not believe the Onslow County EOC was an appropriate location to operate from. He reminded the Board that the County EOC flooded during Hurricane Florence and Swansboro was also cut off from Jacksonville by flooding. The staff would not be able to respond appropriately to the residents from the Onslow County EOC.

Commissioner Turner inquired about a referendum on the matter. Manager Seaberg said yes, in short, but it would take about 6-months to get a referendum set to run.

Commissioner Meilleur noted that former Fire Chief Tessing had been passionate that the fire trucks needed to be protected also. He wasn't convinced that was a necessity, other vehicles stayed out in the weather during such events. He recommended a separate workshop on them matter and extending the current agreement with Swansboro United Methodist Church for as long as needed.

Commissioner Philpott agreed with the workshop and hearing more about the possible referendum.

Commissioner Pugliese expressed concern with a regional approach and stated that our public safety staff needed to be close enough to respond to our residents when needed. He would also like more info on the referendum possibility.

Finance Report – July 2021 – Finance Director Johnson reviewed details from the monthly financial report, *attached herein*. Departments with higher expenditure percentages were due mainly to purchase order encumbrances, annual contributions, and dues.

Director Johnson also shared that 50% of the American Rescue Plan (ARP) funds had been received. Staff was still working to determine the allowable uses for the funds. Once that was determined they would bring recommendation for expenditures back to the Board.

Manager Seaberg reintroduced the need for a Planner Tech to assist with planning needs, especially with the Planner out on maternity leave. It has proven to be more than the Manager can handle with other day to day duties. A fulltime Planner Tech would cost roughly \$50K. Another option was to hire a consultant; the concern being that a consultant would not know the Town's codes and it would take several months to become familiar with them.

Mayor Davis inquired whether the position would be needed fulltime or part time after the Planner returns from maternity leave. Manager Seaberg noted the position had been requested for two years now at a fulltime level.

Commissioner Turner agreed the position was needed with all the Town had going on. She shared concern on whether anyone would apply; no one it seemed wanted to work anymore. Was there anyone on staff now that could be dual trained. Manager Seaberg did not believe anyone on staff had the training needed for planning. Planner Ansell was due to return October 4, 2021.

Mayor Davis supported part time. Mayor Pro Tem Tursi spoke to his original comments during budget discussion that the Manager would struggle to wear both hats. He also had no doubts the position was needed but believed it best to hire the position temporarily for now and re-visit it during FY 22/23 budget discussions.

Commissioners Pugliese, Meilleur and Philpott all agreed to hire temporarily and re-visit at next budget cycle. With the consensus, Manager Seaberg asked if there was a cap on funding. He was directed research costs for a temporary resource and bring it back to the Board. Commissioner Turner reminded the Manager and Board that if someone were hired to do the same job the Planner did, you must pay that person the same rate of pay; adding that a consultant might be the best scenario.

Future Agenda Items – Future agenda items were shared for visibility and comment. In addition, an opportunity was provided for the Board to introduce items of interest and subsequent direction for placement on future agendas.

Discussion of Christmas Lights would be added to the September 13, 2021 Agenda.

Commissioner Philpott was interested in moving forward on the two sign matters. No other comments were offered.

Public Comments

Citizens were offered an opportunity to address the Board regarding items not listed on the agenda. No comments were offered.

Manager Report

Manager Seaberg highlighted certain items from the Manager's Brief provided in the agenda packet.

Swansboro Causeway Living Shoreline Project – Although still in the discussion phase, the project was moving forward. NCDOT and NC Coastal Federation had partnered on a National Fish and Wildlife Foundation Grant to install a proposed living shoreline to areas exposed to the White Oak River. In Swansboro, the site was across NC 24 from the Swansboro Yacht Club.

Emergency Operations Center – Manager Seaberg commented that the SUMC site would simple be a location for staff to “weather the main part of the storm.” Communications in the building were nonexistent. Once the storm subsided, the staff would return to the Public Safety Building to complete damage assessments, etc.

Priority 2 Sidewalks – materials had been ordered but not delivered, causing a delay in the start for phase 2. Financial support from Senator Lazarra and Representative Cleveland was in the works.

Downtown Traffic Pattern Project - was slated to finalize after the Mullet Festival.

Board Comments

Board members expressed appreciation to staff for EOC presentation.

Adjournment

On a motion by Commissioner Philpott, seconded by Mayor Pro Tem Tursi, the meeting adjourned at 7:20pm.



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Budget Ordinance Amendment #2022-2**

Board Meeting Date: **September 13, 2021**

Prepared By: **Sonia Johnson, Finance Director**

Overview: On July 20, 2021, the Town received notification that the NC Department of Natural and Cultural Resources awarded \$9,000 through the Historic Preservation Fund (HPF) to Certified Local Governments (CLGs) for the Swansboro Architectural Survey Update. The total project cost is \$15,000 and as a condition of the grant, the Town is required to contribute \$6,000.

You may recall during the March 22, 2021 meeting, the Board unanimously allocated up to \$25,000 as a grant match for an Architectural Survey Update for the Town's Historic District. That number was at the recommendation of State Historic Preservation Office and was heavily over estimated.

Background Attachment(s): 1) Budget Ordinance Amendment #2022-2; and
2) FY 2021 Historic Preservation Fund Grant to Certified Local Governments Contract

Recommended Action: Motion to approve Budget Ordinance Amendment #2022-2, accepting \$9000 in grant funds and appropriating \$6,000 from fund balance.

Source of Funds: Grants Various-\$9,000 Appropriated Fund Balance \$6,000

Reviewed By:

Town Manager
Town Clerk 9/8/21

Finance Director 9/8/21
Town Attorney

Date Action Approved by Board:

Action if different from Recommended:

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FY 21/22

BUDGET ORDINANCE AMENDMENT #2022-2

BE IT ORDAINED by the Board of Commissioners of the Town of Swansboro that the following amendment be made to the annual budget ordinance for fiscal year ending June 30, 2022:

Section 1. To amend the General Fund budget, the following changes are to be made:

<u>Appropriations</u>	<u>Increase</u>
Admin Services	15,000

<u>Revenues</u>	<u>Increase</u>
Appropriated Fund Balance	6,000
Grants-Variou	9,000

Section 2. Copies of this budget amendment shall be furnished to the Town Clerk, the Budget Officer, and the Finance Director, to carry out their duties.

Adopted by the Board of Commissioners in regular session, September 13, 2021.

Attest:

John Davis, Mayor

Paula Webb, Town Clerk

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
OFFICE OF ARCHIVES AND HISTORY
STATE HISTORIC PRESERVATION OFFICE
FY 2021 Historic Preservation Fund Grant to Certified Local Governments**

GRANT CONTRACT

This Grant Contract is hereby entered into by and between the **North Carolina Office of Archives and History** (the "Agency") and the **Town of Swansboro** (the "Grantee") (referred to collectively as the "Parties") for the **Swansboro Architectural Survey Update**. The Grantee's federal tax identification number is **56-6001347**.

Grant funds for this project are made available through a 2021 federal Historic Preservation Fund (HPF) grant to Certified Local Governments from the National Park Service, U.S. Department of the Interior and administered by the State Historic Preservation Office. The **CFDA** number for this program is **15.904**.

1. Grant Contract Documents: This Grant Contract consists of the following documents:

- (1) This Grant Contract
- (2) General Terms and Conditions (Attachment A)
- (3) Appendix for Contracts (Attachment B)
- (4) Grant Project Outline and Budget (Attachment C)
- (5) Services To Be Provided and Standards To Be Followed (Attachment D)
- (6) Certification of Matching Share (Attachment E)
- (7) State Grant Certification - No Overdue Tax Debts (Attachment F)
- (8) Assurances - Non-Construction Programs (Attachment G)
- (9) Grantee's Affirmation of Receipt of Title VI, Section 504, Nondiscrimination Information Poster (Attachment H)
- (10) Federal Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Grant Contract Documents: In the event of a conflict between or among the terms of the Grant Contract Documents, the terms in the Grant Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Grant Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This Grant Contract shall be effective on the date of signing by the Agency and shall terminate on **September 30, 2022**. Project contracts with consultants under this Grant Contract shall end no later than **September 2, 2022**.

4. Grantee's Duties:

Grantee Performance and Eligibility: The Grantee agrees to have a satisfactory record of performance; comply with the required completion schedule for the project; comply with debarment requirements; and otherwise be qualified and eligible to receive a grant award under applicable laws and regulations.

Services and Goods To Be Provided and Standards To Be Followed: The Grantee shall provide the services as described in Attachment D, Services To Be Provided and Standards To Be Followed, in accordance with the approved project outline and budget in Attachment C, Grant Project Outline and Budget. Project activities shall be performed according to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, incorporated in this Grant Contract as if fully set forth herein, under the guidelines and professional supervision of the State Historic Preservation Office (HPO).

Project Description and Contract with Qualified Consultant: The Grantee agrees to enter into a detailed Project Description and Contract, using the Agency's standard contract template, with a qualified consultant, who is openly selected according to federal and state procurement requirements, to carry out objectives for non-construction projects, including architectural surveys, survey manuscripts, archaeological investigations, preservation planning, design guidelines, and the preparation of nominations to the National Register of Historic Places. The Grantee will determine the final Scope of Work to be set forth in the Project Description and Contract in consultation with the HPO. The Project Description and Contract is subject to the approval of the HPO. No project activities may begin and no reimbursements from grant funds will be available until the Project Description and Contract has been approved by the HPO and signed by the Grantee and the consultant. The Grantee shall ensure that the consultant provides all goods and services and follows all standards and procedures consistent with the terms of this Grant Contract and all attachments and with the Project Description and Contract and all attachments.

Attachments to Contracts: The Grantee agrees to incorporate reference to and attach a copy of Attachment A, General Terms and Conditions, and Attachment B, Appendix for Contracts, to all contracts involving project activities.

Federal Compliance Requirements: In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

5. Services and Goods To Be Provided by the Agency: In order to ensure the consistent application of Statewide Survey and National Register of Historic Places standards and to provide support and guidance to the Grantee and consultant, the Agency will provide the following services and goods as budget and staff permit:

- a. Orientation for consultant on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Register of Historic Places program, as these are relevant to the particular project;

- b. The HPO's Access-based survey database (from which survey forms are generated), a block of survey site numbers, and inventory folders required for survey; registration forms for the National Register nomination(s);
 - c. Clerical support for integrating photographs into Statewide Survey files;
 - d. Archival storage and maintenance of inventory materials;
 - e. Professional instruction and guidance in defining the research design, conducting and completing the survey, and preparation of the nomination(s), as applicable. A staff member of the HPO (project specialist) will be assigned to work directly with the consultant to serve as liaison with the Agency and to provide on-site and office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts. Review and approval of the survey materials, final reports, and the National Register nomination(s) by the HPO are required;
 - f. Printing of digital photographs at Agency prices, if desired by the consultant. A cost list will be provided to the consultant for various photography items;
 - g. For surveys, coordination of Study List presentation to the North Carolina National Register Advisory Committee, if the presentation is required;
 - h. For district nominations, presentation of information about the National Register program at a public meeting set up by the Grantee Contract Administrator; and
 - i. Compliance with all notification requirements for nominations to the National Register. In the event a legal notice must be printed in an area newspaper (if there are more than fifty property owners in the district), the Agency places the notice with directions that the Grantee is to be billed. Names and addresses of property owners will be provided to the Agency Representative by the consultant and/or Grantee Contract Administrator.
- 6. Conflict of Interest Policy:** The Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and members of its boards, commissions, and governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its boards, commissions, or governing body, from the Grantee's disbursing of grant funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234. (N.C.G.S. 143C-6-23(b)(2007))
- 7. Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal State, or local level, is attached as Attachment F. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.
- 8. Reversion of Unexpended Grant Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.

9. Reporting Requirements: The Agency has determined that this contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment G, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. **If subject to single audit requirements, the grantee shall submit copies of their single audit report to the HPO within 90 days of issuance.**

10. Use of Funds and Payment of Grant Funds: The Grantee agrees to match the grant with funds from nonfederal sources (except that Community Development Block Grant funds may be used to match the grant) within the grant period, to use grant and matching funds or services for the purpose specified in this Grant Contract, and to furnish such reports and documentation, financial or otherwise, as may be specified by the Agency and state and federal law.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **\$9,000**. This amount consists of **\$-0-** in State funds and **\$9,000** in federal Historic Preservation Fund grant funds (CFDA # 15.904).

The Grantee's matching requirement is **\$6,000**, which shall consist of:
Cash: **\$6,000**

The total Grant Contract amount, comprising federal grant funds plus Grantee's matching contribution, is **\$15,000**.

The Agency agrees to payment of grant funds on a reimbursement basis. Reimbursements will consist of a maximum of sixty percent of allowable project costs, in accordance with the actual grant/match ratio. Each time the Grantee requests reimbursement from the Agency, project expenditures, both federal grant and matching share, shall be documented by copies of signed contracts, front and back of canceled (or certified) checks or documentation of direct deposits, invoices approved by the HPO project specialist and marked paid by the Grantee, and timesheets attached to a cover letter addressed to the Agency's Contract Administrator. Upon request the Agency may advance the Grantee up to twenty-five percent of the grant funds. After satisfactory documentation of this advance, along with the required matching share, the Grantee may request additional advances for up to seventy-five percent of the grant award. The remaining twenty-five percent of grant award will be payable only after satisfactory project completion. All payments are contingent upon fund availability.

The Grantee shall complete a final accounting report and submit a final request for reimbursement to the Agency within thirty (30) days of the expiration of the Grant Contract period. If this Grant Contract is terminated prior to the expiration of the Grant Contract period, the Grantee shall complete a final accounting report, submit a final request for reimbursement, and return any unearned advanced funds to the Agency within thirty (30) days of the Grant Contract termination date. A check for any unearned advanced funds must be attached to the report. The Agency shall have no obligation for payments based on expenditure reports submitted later than thirty (30) days after expiration or termination of the Grant Contract period.

Further details on administration of grant funds, reimbursement, and financial documentation are found in the *Grantee Handbook for Federal Historic Preservation Fund Grant Projects*, which is incorporated by reference in this Grant Contract as if fully set forth herein.

- 11. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Grant Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michele P. McCabe, Grants Coordinator State Historic Preservation Office 4617 Mail Service Center Raleigh, NC 27699-4617 Telephone: 919-814-6582 Email: michele.patterson.mccabe@ncdcr.gov	Michele P. McCabe, Grants Coordinator State Historic Preservation Office Archives and State Library Building 109 E. Jones St., Room 264 Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jennifer Ansell, Planner Town of Swansboro 601 West Corbett Avenue Swansboro, NC 28584 Telephone: 910-326-4428 Email: jansell@ci.swansboro.nc.us	Jennifer Ansell, Planner Town of Swansboro 601 West Corbett Avenue Swansboro, NC 28584

12. Disbursements:

As a condition of this Grant Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent.

- 13. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Grant Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Grant Contract without providing notice to the Agency.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract.

In Witness Whereof, the Grantee and the Agency have executed this Grant Contract in duplicate originals, with one original being retained by each Party.

GRANTEE:

TOWN OF SWANSBORO

Signature	Date
-----------	------

Printed Name	Title
--------------	-------

WITNESS:

Signature	Date
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Printed Name	Title
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AGENCY:

NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY

Signature	Date
-----------	------

Printed Name	Title
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Board of Commissioners Meeting Agenda Item Submittal

Item To Be Discussed: **Christmas Light Improvements**

Board Meeting Date: **September 13, 2021**

Prepared By: **Chris Seaberg, Town Manager**

Overview:

The Town has received \$6,943.78 in donations specific to the improvement of the Town's Christmas Lights that we annually install mostly along W. Corbett Ave.

Currently, the Town has approximately 30 lights in use every year. Of those 30, roughly 20 of them are in need of being replaced due to their age and condition. With that said, we plan to start a replacement program using the donated funds as the seed.

The proposed plan is as follows:

1. Replace the current, inefficient decorations (incadecent bulbs) with a new, more efficient decoration with LED bulbs. These replacements should reduce the monthly amount of operations we pay the utility company. The estimated cost per decoration is \$1,000 (including frieght).
2. With that said, we could set-up an annual rotation for a total of three years (this one counting as year #1), budget approximately \$7,000, and have up-to-date christmas lighting.
3. If there is a desire to add to the inventory, that could be done also. Please note that there are added expenses to pay for the additional outlet for the pole for the new addition along with the increase in month operating expenses. I would not recommend pursuing that until the existing inventory is upgraded.

Background Attachment(s): None

Recommended Action: Provide any guidance beyond the proposed plan of action.

Reviewed By:

Town Manager 9/9/2021
Town Clerk 9/9/2021

Finance Director _____
Town Attorney _____

Date Action Approved by Board: _____ **Action if different from Recommended:**



Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Future Agenda Topics**

Board Meeting Date: **September 13, 2021**

Prepared By: **Paula Webb – Assistant Manager/Town Clerk**

The purpose of this memo is to provide the Board with matters that staff anticipates/proposes for upcoming meetings. It should be noted that these items are tentatively scheduled for the specified monthly agenda but are subject to change due to preparation of materials, public notice requirements, etc.

In providing this memo each month, we hope it will also provide opportunity for the Board to introduce items of interest and subsequent direction for placement on future agendas, which will allow staff the opportunity to plan accordingly.

Proposed for September 27, 2021

- * Emergency Operations Center Discussion – Wooten Company and Budget Amendment
- * American Rescue Plan Funding Recommendation

Future Agenda Items

- * Further LUP Review/Amendments
- * Comprehensive Transportation Plan Revisions
- * Gateway Plan Discussion/Town Limits Beautification
- * Text Amendments – Occupancy Tax
- * Text Amendments – R/A Zoning Uses – *referred back to Planning Board*
- * Downtown Traffic Movement Decision – *February 22, 2021 and future*
- * Sub-committee designations for Strategic Plan Implementation (*Eco Dev Committee est. Oct 2020*)
- * Public Hearing – Text Amendments/Sign Amortization *deferred by BOC 12/14/20 and again August 21 due to return to remote meetings*
- * Public Hearing – Text Amendments/Temporary Signs *deferred by BOC 12/14/20 and again August 21 due to return to remote meetings*