

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 27, 2019 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

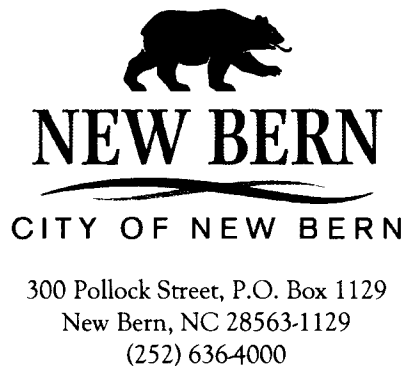
1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Odham. Pledge of Allegiance.
2. Roll Call.

Consent Agenda

3. Consider Adopting a Resolution Calling for a Public Hearing to Rezone 1701 Simmons Street (Tax Parcel 8-240-105) from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District.
4. Approve Minutes.

5. Conduct a Public Hearing and Consider Adopting an Ordinance to Permanently Close a Portion of Saint John Street.
6. Consider Accepting a Petition to Annex Property in Craven 30 West Identified as Tax Parcel ID 8-209-13001 and Adopt a Resolution to Call for a Public Hearing on the Annexation.
7. Consider Adopting a Resolution Approving the Execution of a General Warranty Deed for 876 Howard Street Between Habitat for Humanity of Craven County and Gale Headen.
8. Consider Adopting a Budget Ordinance Amendment for the FY2019-20 Grants Fund Budget.
9. Appointment(s).
10. Attorney's Report.
11. City Manager's Report.
12. New Business.
13. Closed Session.
14. Adjourn.

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



Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk
Joseph R. Sabatelli
Director of Finance

Memo to: Mayor and Board of Aldermen
From: Mark A. Stephens, City Manager *Stephens*
Date: August 22, 2019 *8/22/19*
Re: August 27, 2019 Agenda Explanations

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

Consent Agenda

3. Consider Adopting a Resolution Calling for a Public Hearing to Rezone 1701 Simmons Street (Tax Parcel ID 8-240-105) from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District.

(Ward 5) Steve Tyson, registered agent for Lake New Bern Development Company, LLC, has requested 88.1 +/- acres located at 1701 Simmons Street and further identified as Tax Parcel ID 8-240-105 be rezoned from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District. The request was approved by the Planning and Zoning Board at its August 8, 2019 meeting. It is requested the Governing Board call for a public hearing to be held on September 10, 2019 to receive comments and consider approving this request. A memo from Jeff Ruggieri, Director of Development Services, is attached.

4. Approve Minutes.

Draft minutes from the August 13, 2019 meeting are provided for review and approval.

5. Conduct a Public Hearing and Consider Adopting an Ordinance to Permanently Close a Portion of Saint John Street.

(Ward 2) Attorney Brian Taylor, on behalf of James “Smoke” Boyd, requested a portion of Saint John Street be permanently closed pursuant to NCGS §160A-299. Mr. Boyd owns all of the adjoining properties on both sides of the proposed area of closure. The Board adopted a resolution on July 23, 2019 to call for a public hearing and that notice has been published as required by law. After conducting the public hearing, the Board is asked to consider adopting an ordinance to permanently close the desired portion of Saint John Street. A memo from Matt Montanye, Director of Public Works, is attached.

6. Consider Accepting a Petition to Annex Property in Craven 30 West Identified as Tax Parcel ID 8-209-13001 and Adopt a Resolution to Call for a Public Hearing on the Annexation.

Clifford Parson, authorized representative for Weyerhaeuser NR Company, has submitted a petition to annex contiguous property consisting of approximately 58.36 acres located in Craven 30/Craven 30 West identified as Tax Parcel ID 8-209-13001. The Board is asked to make a motion as to the acceptance or non-acceptance of the petition. If the petition is accepted, the Board is asked to call for a public hearing on September 10, 2019 to receive comments on the annexation. The backup documentation includes a map of the property.

7. Consider Adopting a Resolution Approving the Execution of a General Warranty Deed for 876 Howard Street Between Habitat for Humanity of Craven County and Gale Headen.

(Ward 1) At its March 8, 2016 meeting, the Board of Aldermen approved the transfer of 876 Howard Street to Habitat for Humanity. A home has been constructed on the property, and Habitat is now ready to convey the property to Gale Headen. To facilitate this conveyance, the City’s signature is needed on a general warranty deed to evidence that Habitat has complied with the terms and conditions of a Transfer and Reversion Agreement associated with the property and that the City is releasing any rights retained in that Agreement. A memo from Scott Davis, City Attorney, is provided.

8. Consider Adopting a Budget Ordinance Amendment for the FY2019-20 Grants Fund Budget.

This budget ordinance amendment recognizes and appropriates funds for two Golden Leaf Foundation grants, two Walmart Community grants, and a NC Department of Public Safety grant. The grant awards total \$288,639.93, and only one of the grants require a match. The match for the Golden Leaf \$230,000 street-repair grant is \$50,000. A memo from J.R. Sabatelli, Director of Finance, provides additional details.

9. Appointment(s).

Anne Schout resigned from her seat as an alternate on the Board of Adjustment effective March 1, 2019. Alderman Kinsey is asked to make an appointment to fill the remainder of Mrs. Schout's term, which will expire on November 12, 2021.

10. Attorney's Report.

11. City Manager's Report.

12. New Business.

13. Closed Session.

14. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Call for a Public Hearing on Rezoning the Property Identified as Craven County PID# 8-240-105.

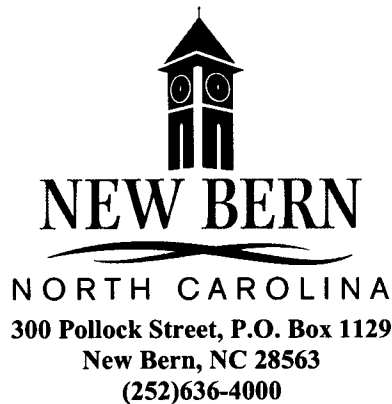
Date of Meeting: 8/27/2019	Ward # if applicable: 5
Department: Development Services	Person Submitting Item: Jeff Ruggieri
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 9/10/2019

Explanation of Item:	Request to call for a public hearing to be held on September 10, 2019 at 6:00p.m., or soon thereafter, to rezone 88.1+/- acres from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, map, Site information

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

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

Additional Notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: 8/16/19

SUBJECT: Call for a Public Hearing to Consider a Rezoning Request for Craven County PID# 8-24-105

Background: The Board of Aldermen is requested to call for a public hearing to be held on September 10, 2019 at 6:00 p.m., or soon thereafter. Mr. Steve Tyson, registered agent of the company "Lake New Bern Development Company LLC" has requested to rezone 88.1+/- acres from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District. The properties are further identified as Craven County Parcel Identification Number 8-240-105 (Ward 5). The request was approved without dissent by the City of New Bern Planning and Zoning Board on August 8, 2019.

Recommendation: Call for a public hearing to be held on September 10, 2019 at 6:00 p.m. to consider a request by Mr. Steve Tyson, registered agent of the company "Lake New Bern Development Company LLC" to rezone 88.1+/- acres from C-4 Neighborhood Business District/ C-5 Office and Institutional District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-240-105.

Please contact Jeff Ruggieri at 252.639.7587 should you have questions or need additional information.

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to rezone 88.1+/- acres from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District, located at 1701 Simmons Street. The property is further identified as Craven County Parcel Identification Number 8-240-105.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, September 10, 2019 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to rezone 88.1+/- acres from C-4 Neighborhood Business District/C-5 Office and Institutional District to C-3 Commercial District, located at 1701 Simmons Street. The property is further identified as Craven County Parcel Identification Number 8-240-105.

ADOPTED THIS THE 27th DAY OF AUGUST, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



**City of New Bern
1701 Simmons St. (Parcel ID#8-240-105)
Rezoning Request Analysis**

Date: August 1, 2019

Applicant: Steve Tyson/Lake New Bern Development Company, LLC

Requested Change:

Existing: C-4 Neighborhood Business District/C-5 Office and Institutional District
Proposed: C-3 Commercial District

Location:

The property is located at 1701 Simmons St., and is further identified as Craven County Parcel ID#8-240-105.

Size:

The property covers an area of approximately 88.1+/- acres.

Reason for Change:

The purpose of the proposed re-zoning request is to permit the establishment of a multi-family housing development.

History/Background:

The parcel has never been developed.

Present Land Use:

Vacant.

Surrounding Land Uses and Zoning:

North: R-10/R-8 Residential Districts
South: R-15/R-10A Residential Districts
East: Mixed R-10/R10A Residential Districts and C-4 Neighborhood Business District/C-5 Office and Institutional District
West: R-10/R-6 Residential Districts

City Provided Utilities and Services:

All city provided utilities and services are available to the general area.

Comprehensive Plan:

2010 CAMA Regional Land Use Plan

The area is classified as “Developed”, a mix of land uses are included in this designation. Residential densities range from a maximum of one to five dwelling units per acre. Higher densities are permitted within multi-family residential and planned unit developments and within some zoning overlay districts within commercial areas of New Bern. The intensity permitted varies depending on the zoning district and overlay standards specified in the Land Use Ordinance. Generally the area is characterized by urban and higher intensity uses that require urban municipal or public services. Incompatible uses within this land classification are industrial and agricultural land uses.

1993 Thoroughfare Plan/Traffic:

According to the 1993 Thoroughfare Plan Simmons Street is classified as partial crosstown facility and inner loop.

Environment:

According to the Regional Land Use Plan, the subject property has medium suitability for development. There are no known environmental hazards.

Staff Comments:

The proposal to rezone the subject property to C-3 Commercial District is consistent with the character of the adjacent land uses and zoning classifications. Staff has found the proposed rezoning to be in the public interest and is consistent with the CAMA Land use Plan and Transportation Plan. Staff recommends approval of the requested rezoning.

Bradleigh Sceviour
Land & Community Development Admin.



Craven County GIS 1701 Simmons St.

1 inch = 453 feet



Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on August 2, 2019 at 11:48:39 AM

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a public hearing and consider Adopting an Ordinance to permanently close a portion of Saint John Street

Date of Meeting: 8/27/2019	Ward # if applicable: Ward 2
Department: Public Works	Person Submitting Item: Matt Montanye
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 8/27/2019

Explanation of Item:	Attorney Brian Taylor, on behalf of James "Smoke" Boyd, has requested a portion of Saint John Street be permanently closed. Mr. Boyd currently owns all of the adjoining properties on both sides of the proposed closure. This public hearing is required prior to consideration of a resolution to permanently close a portion of Saint John Street.
Actions Needed by Board:	Conduct a public hearing and consider adopting resolution to permanently close a portion of Saint John Street.
Backup Attached:	Memo, resolution and area map

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

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

Additional Notes:



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129
Phone: (252) 639-7501
Fax: (252) 636-1848

August 19, 2019

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: Conduct a Public Hearing and Consider Adopting a Resolution Permanently Closing a Portion of Saint John Street.

Background Information:

Mr. Brian Taylor, with White and Allen P.A. has requested on behalf of James "Smoke" Boyd that a portion of Saint John Street, within the Pembroke neighborhood be closed in accordance with NCGS 160A-299. This section of Saint John Street is approximately 172 feet in length and is at the dead-end section of Saint John Street. Mr. James Boyd currently owns all of the adjoining properties on both sides of the proposed closure.

As a follow-up to this request all City Departments have reviewed the request and there are no concern regarding any of the City's infrastructure.

Recommendation:

The Public Works Department recommends and request that the Board of Alderman conduct a public hearing and consider adopting a resolution to permanently close a portion of Saint John Street in accordance with NCGS160A-311.

If you have any questions regarding this issue, please feel free to give me a call.

Prepared by and return to:

Michael Scott Davis
Davis Hartman Wright PLLC
209 Pollock Street
New Bern, NC 28560

AN ORDINANCE TO CLOSE A PORTION OF SAINT JOHN STREET IN THE CITY OF NEW BERN

THAT WHEREAS, the Board of Aldermen of the City of New Bern was requested to consider closing that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus; and

WHEREAS, the Board adopted a resolution on July 23, 2019 declaring its intent to consider closing that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus, and calling for a public hearing on the question to be held at 6:00 p.m. on August 27, 2019; and

WHEREAS, the duly advertised public hearing was conducted by the Board of Aldermen on August 27, 2019, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, it has been made to appear to the satisfaction of the Board of Alderman that no owner of property in the vicinity of that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus, would thereby be deprived of reasonable means of ingress, egress and regress to his, its, or their property; that the closing that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint

John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus is not contrary to the public interest; and that the same should be closed.

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

Section 1: That the closing of that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus, as shown on Exhibit A attached hereto, is not contrary to the public interest, and no person, firm, or corporation owning property in the vicinity of that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus, would thereby be deprived of reasonable means of ingress, egress and regress to his, its, or their property.

Section 2: That that portion of Saint John Street beginning at a point one hundred (100) feet south of the intersection of Saint John Street with the southern right-of-way line of Hartford Avenue and extending to its terminus, as shown on Exhibit A attached hereto, be and the same is hereby closed pursuant to the authority granted to the Board of Aldermen by Section 160A-299 of the North Carolina General Statutes.

Section 3: That the City of New Bern hereby reserves its right, title and interest in any and all utility improvements and easements within that portion of Saint John Street being closed by this ordinance, so that it may locate or relocate utility improvements and drainage easements within said portion of said street.

Section 4: That this ordinance shall be in full force and effect from and after its adoption and publication, as required by law, and its recordation in the Office of the Register of Deeds of Craven County.

ADOPTED THIS 27TH DAY OF AUGUST, 2019.

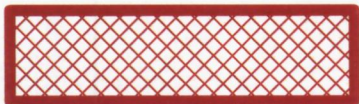
DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



PROPOSED STREET CLOSING: Portion of Saint John Stree (2300 Block)

Beginning 100 feet south of Hartford Ave. and extending to its terminus



Area to be Closed

Imagery Early 2016



CITY of NEW BERN

Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Petition to annex contiguous property owned by Weyerhaeuser NR Company and resolution calling for a public hearing on the annexation

Date of Meeting: 8/27/2019	Ward # if applicable:
Department: City Attorney	Person Submitting Item: Scott Davis
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 9/10/2019

Explanation of Item:	Petition of Weyerhaeuser NR Company for annexation of contiguous property consisting of approximately 58.36 acres of Craven 30/Craven 30 West, and resolution to be adopted calling for a public hearing to consider the annexation
Actions Needed by Board:	Adopt resolution calling for a public hearing to be held on September 10, 2019
Backup Attached:	Petition to Annex, Certificate of Sufficiency, Resolution, Memo

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

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

Additional Notes:



MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Bradleigh Sceviour
Land & Community Development Admin.

DATE: August 16, 2019

SUBJECT: Annexation Petition for Craven County parcel identification #8-209-13001, Craven 30/Craven 30 West.

The Board of Aldermen is requested to hold a public hearing and consider accepting a petition to annex Tax Parcel 8-209-13001, owned by Weyerhaeuser NR Company. The property in question is located within (8) Township of Craven County. The property consists of 58.36 acres, more or less. The property is a portion of the Craven 30 development and is shown in an attached exhibit. All City of New Bern utilities and services will be provided upon annexation.

Please contact the development services department at 639-7581 should you have any questions or need additional information.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern has received a petition from Weyerhaeuser NR Company, bearing date August 14, 2019, seeking annexation to the City of New Bern of a parcel of land consisting of 58.36 acres, more or less, which said parcel is a portion of property bearing Craven County parcel identification number 8-209-13001 lying south of NC Highway 43 and Atlantic and East Carolina Railroad in Number Eight (8) Township, Craven County, and more particularly identified on Exhibits A and B attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Aldermen has caused the City Clerk to investigate the sufficiency of said petition and to certify the results of her investigation; and

WHEREAS, the Board of Aldermen has received the certification of the City Clerk attesting to the sufficiency of the petition; and

WHEREAS, the Board of Aldermen desires to conduct a public hearing on September 10, 2019, in the City Hall Courtroom at 6:00 p.m. on the question of annexing to the City of New Bern the above-described parcel of land owned by Weyerhaeuser NR Company.

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

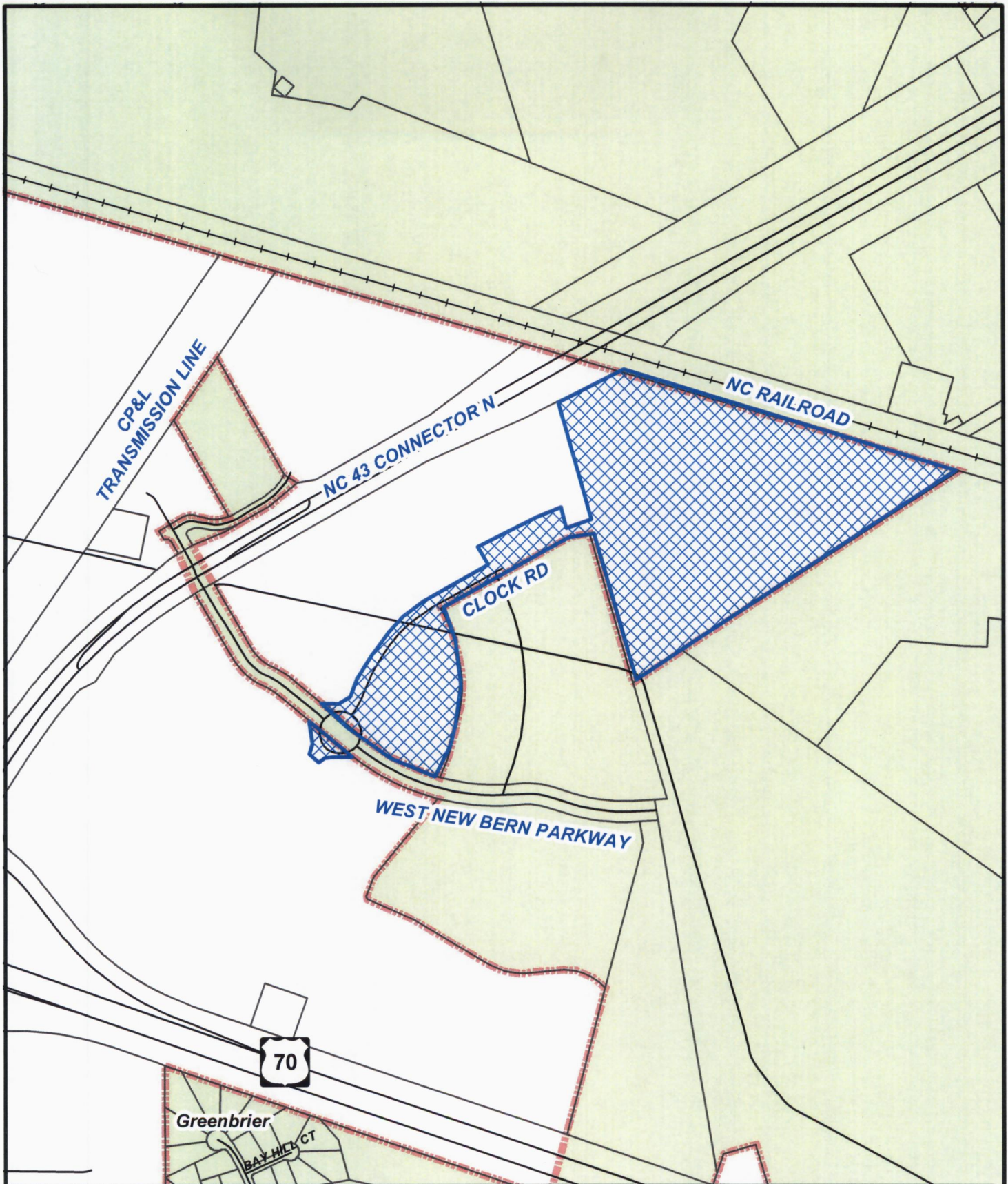
Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on September 10, 2019, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of annexing to the City of New Bern the parcel of land owned by Weyerhaeuser NR Company consisting of 58.36 acres, more or less, which said parcel is a portion of property bearing Craven County parcel identification number 8-209-13001 lying south of NC Highway 43 and Atlantic and East Carolina Railroad in Number Eight (8) Township, Craven County, North Carolina, the boundaries of which are shown on Exhibits A and B attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to September 10, 2019.

ADOPTED THIS 27th DAY OF AUGUST, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



Proposed Annexation: WEYERHAUSER- WEST NEW BERN . - 58.36 Acres. Tax ID - 8-209-13001 part



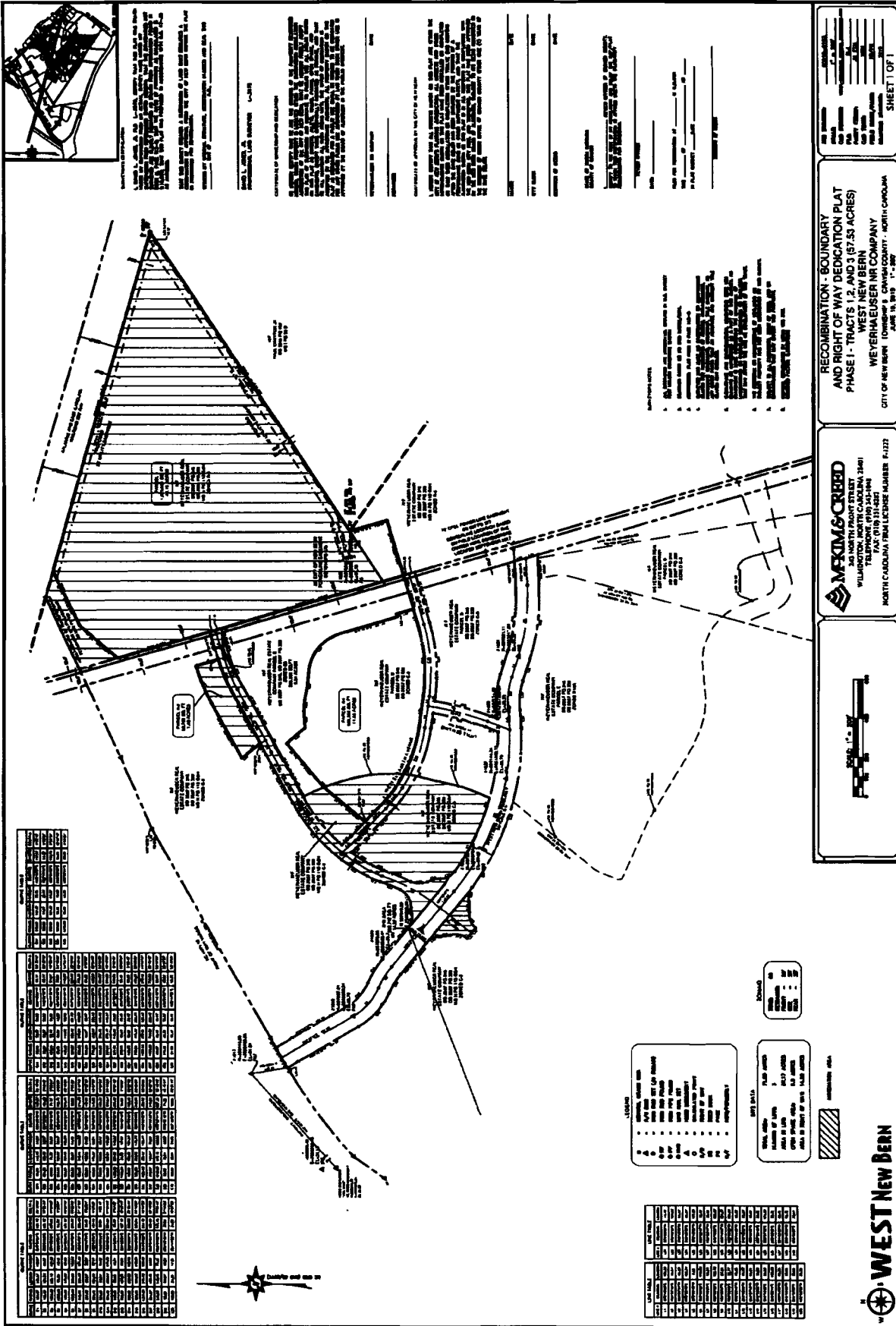
Existing New Bern Limits

Proposed Annexation Area



Scale: 1 = 750 ft or 1:9,000





RECONSTRUCTION - BOUNDARY AND RIGHT OF WAY DEDICATION PLAT
PHASE 1 - TRACTS 1, 2, AND 3 (87.53 ACRES)
WEYERHAEUSER NR COMPANY
 CITY OF NEW BERN, NORTH CAROLINA
 JUNE 15, 1992

WEST NEW BERN
 NORTH CAROLINA
 F-1227

WEYERHAEUSER NR COMPANY
 345 NORTH FRONT STREET
 WILMINGTON, NORTH CAROLINA 28401
 TELEPHONE (910) 451-1944
 FAX (910) 331-4222
 NORTH CAROLINA TRAIL LICENSE NUMBER F-1227

RECONSTRUCTION - BOUNDARY AND RIGHT OF WAY DEDICATION PLAT
 PHASE 1 - TRACTS 1, 2, AND 3 (87.53 ACRES)
 WEYERHAEUSER NR COMPANY
 CITY OF NEW BERN, NORTH CAROLINA
 JUNE 15, 1992

WEYERHAEUSER NR COMPANY
 345 NORTH FRONT STREET
 WILMINGTON, NORTH CAROLINA 28401
 TELEPHONE (910) 451-1944
 FAX (910) 331-4222
 NORTH CAROLINA TRAIL LICENSE NUMBER F-1227

RECONSTRUCTION - BOUNDARY AND RIGHT OF WAY DEDICATION PLAT
 PHASE 1 - TRACTS 1, 2, AND 3 (87.53 ACRES)
 WEYERHAEUSER NR COMPANY
 CITY OF NEW BERN, NORTH CAROLINA
 JUNE 15, 1992

CERTIFICATE OF SUFFICIENCY

I, BRENDA E. BLANCO, City Clerk of the City of New Bern, North Carolina, do hereby certify that I have investigated the sufficiency of the Petition of Weyerhaeuser NR Company, requesting annexation by the City of New Bern of a parcel of land consisting of 58.36 acres, more or less, which said parcel is a portion of property bearing Craven County parcel identification number 8-209-13001 lying south of NC Highway 43 and Atlantic and East Carolina Railroad in Number Eight (8) Township, Craven County, which said Petition is dated August 14, 2019, and I do hereby certify that said Petition is in order in all respects.

THIS 27th DAY OF AUGUST, 2019.

BRENDA E. BLANCO, CITY CLERK

PETITION TO ANNEX

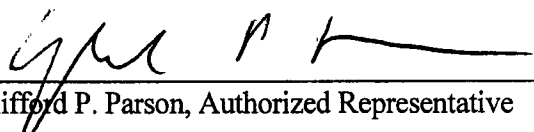
TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. Weyerhaeuser NR Company, the undersigned owner of real property, respectfully requests that the area described in Paragraph 2 below be annexed to the City of New Bern.

2. The area to be annexed is contiguous to the City of New Bern, and the boundaries of such territory are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

OWNER:

WEYERHAEUSER NR COMPANY

By: 
Clifford P. Parson, Authorized Representative

Date: August 14, 2019

Mailing Address: Ward and Smith, P.A.
Post Office Box 867
New Bern, NC 28563

Exhibit A

That certain tract of land being in the Number 8 Township, Craven County, City of New Bern, North Carolina, said tract being part of the property described in Deed Book 2687 Page 346 and Deed Book 2687 Page 339, and depicted on Plat Cabinet H, Slide 113G-H of the Craven County Register of Deeds, and being more fully described as follows:

Commencing at an 5/8" rebar, said rebar being on the northern right of way of West New Bern Parkway (120' Public r/w) and the northern right of way of Clock Road (61' Public r/w) said rebar having NC Grid NAD 83/2011 coordinates of North 507646.59 feet and East 2560508.03 feet, said rebar also being North 68°48'41" East a distance of 3126.43 feet (ground distance) from a NCGS monument Voltage, said monument having NC Grid NAD 83(2011) coordinates of North 506516.72 feet and East 2557593.31 feet, said monument also being North 70°19'48" West a distance of 9724.64 feet (ground distance) from another NCGS monument Speed Limit with NC Grid NAD 83(2011) coordinates of North 503395.23 feet and East 2566325.69 feet; said rebar being the **Point of Beginning**.

Thence from the **Point of Beginning**; and with the right of way of said Clock Road along the arc of a curve to the left a distance of 80.61 feet to a point, said curve having a radius of 90.00 feet, a central angle of 51°19'04" and a chord bearing and distance of South 76°12'19" East 77.94 feet to the beginning of a curve to the right; thence along the arc of said curve a distance of 34.36 feet to a point, said curve having a radius of 150.00 feet, a central angle of 13°07'29" and a chord bearing and distance of North 84°41'53" East 34.29 feet to a point at the beginning of a curve to the left; thence along the arc of said curve a distance of 113.80 feet to a point, said curve having a radius of 98.50 feet, a central angle of 66°11'40" and a chord bearing and distance of North 58°09'48" East, 107.57 feet to the beginning to the left; thence along the arc of said curve a distance of 105.02 feet to a point, said curve having a radius of 884.50 feet, a central angle of 6°48'10" and a chord bearing and distance of North 21°39'53" East 104.95 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 71.76 feet to a point, said curve having a radius of 417.50 feet, a central angle of 9°50'51" and a chord bearing and distance of North 23°11'14" East 71.67 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 159.97 feet to a point, said curve having a radius of 954.50 feet, a central angle of 9°36'09" and a chord bearing and distance of North 32°54'44" East 159.78 feet to a point of continuing curve to the right; thence along the arc of said curve a distance of 388.53 feet to a point, said curve having a radius of 954.50 feet, a central angle of 23°19'21" and a chord bearing and distance of North 49°22'29" East 385.86 feet; thence North 61°02'10" East, a distance of 281.26 feet to a point; thence North 64°27'49" East, a distance of 66.91 feet to a point; thence leaving said right of way North 39°14'37" West, a distance of 93.20 feet to the beginning of a curve to the left; thence along the arc of said curve a distance of 28.91 feet to a point, said curve having a radius of 562.50 feet, a central angle of 2°56'39" and a chord bearing and distance of North 40°42'56" West 28.90 feet; thence North 61°02'10" East, a distance of 319.04 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 212.16 feet to a point, said curve having a radius of 950.65 feet, a central angle of 12°47'13" and a chord bearing and distance of North 67°25'46" East 211.72 feet; thence South 16°20'11" East, a distance of 120.00 feet to a point on the northern right of way of Clock Road; thence North 73°39'49" East, a distance of 130.95 feet to a point; thence leaving said right of way North 16°18'38" West, a distance of 696.68 feet to a point on the southern right of way of NC Hwy 43 (Variable Public r/w); thence with said right of way North 64°41'03" East, a distance of 432.66 feet to a right of way disc at the point of intersection of said Hwy 43 and the southern right of way of the Atlantic and East Carolina Rail Road (200' r/w); thence with said right of

way South 73°52'10" East, a distance of 140.22 feet to a point; thence South 73°52'10" East, a distance of 1817.36 feet to a 5/8" rebar; thence South 56°29'51" West, a distance of 1846.96 feet to a 2 1/2" iron pipe; thence South 56°29'51" West, a distance of 330.69 feet to a point; thence North 16°20'11" West, a distance of 871.53 feet to a point; thence South 85°52'36" West, a distance of 43.39 feet to a point at the beginning of a curve to the left; thence along the arc of said curve a distance of 117.05 feet, said curve having a radius of 270.00 feet, a central angle of 24°50'23" a chord bearing and distance of South 73°27'23" West 116.14 feet to a point; thence South 61°02'10" West, a distance of 788.25 feet to a point on a non-tangent curve to the right; thence along the arc of said curve a distance of 369.16 feet, said curve having a radius of 1071.28 feet, a central angle of 19°44'39", a chord bearing and distance of South 17°38'48" East 367.34 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 254.60 feet, said curve having a radius of 671.11 feet, a central angle of 21°44'12" and a chord bearing and distance of South 02°59'19" West 253.08 feet to a point; thence South 13°51'24" West, a distance of 215.09 feet to the beginning of a curve to the right; thence along the arc of said curve a distance of 37.12 feet, said curve having a radius of 237.50 feet, a central angle of 8°57'15" and a chord bearing and distance of South 18°20'02" West 37.08 feet to a point; thence South 22°48'39" West, a distance of 113.21 feet to a point on the northern right of way of West New Bern Parkway a curve to the right; thence along the arc of said curve a distance of 420.30 feet, said curve having a radius of 1190.00 feet, a central angle of 20°14'11" and a chord bearing and distance of North 64°35'36" West 418.12 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 40.81 feet, said curve having a radius of 89.57 feet, a central angle of 26°06'27" and a chord bearing and distance of North 41°53'36" West 40.46 feet to a point; thence North 62°37'46" West, a distance of 42.50 feet to a point; thence North 50°32'47" West, a distance of 297.75 feet to the **Point of Beginning**. Containing 2,518,463 Sq. Ft. or 57.82 Acres.

Together with the following turn out area, for a beginning commence at the aforementioned described point of beginning and go thence South 39°27'13" West a distance of 120.00 feet to a 5/8" rebar on the southern right of way of West New Bern Parkway said rebar being the **Point of Beginning** of the herein after described parcel.

Thence from the **Point of Beginning**, South 50°32'40" East, a distance of 356.56 feet to a point on a non-tangent curve to the left; thence along the arc of said curve a distance of 61.61 feet, said curve having a radius of 90.00 feet, a central angle of 39°13'27" and a chord bearing and distance of North 82°55'32" West 60.42 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 53.94 feet, said curve having a radius of 150.00 feet, a central angle of 20°36'11" and a chord bearing and distance of South 87°45'50" West 53.65 feet to a point at the beginning of a curve to the left; thence along the arc of said curve a distance of 92.07 feet, said curve having a radius of 90.00 feet, a central angle of 58°36'43" and a chord bearing and distance of South 68°45'34" West 88.11 feet to a point; thence North 50°32'47" West, a distance of 35.00 feet to a point; thence North 50°32'47" West, a distance of 35.00 feet to a point at the beginning of a curve to the left; thence along the arc of said curve a distance of 92.07 feet, said curve having a radius of 90.00 feet, a central angle of 58°36'43" and a chord bearing and distance of North 10°08'52" East 88.11 feet to a point at the beginning of a curve to the right; thence along the arc of said curve a distance of 52.18 feet, said curve having a radius of 150.00 feet, a central angle of 19°55'47" and a chord bearing and distance of North 09°11'36" West 51.91 feet to a point at the beginning of a curve to the left; thence along the arc of said curve a distance of 80.61 feet, said curve having a radius of 90.00 feet, a central angle of 51°19'04" and a chord bearing and distance of North 24°53'15" West 77.94 feet to the **Point of Beginning**. Containing 23,444 Sq. Ft. or 0.54 Acres.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to approve a General Warranty Deed between Habitat for Humanity of Craven County NC, Gale Headen and the City involving property at 876 Howard Street

Date of Meeting: 8/27/2019	Ward # if applicable: 1
Department: City Attorney	Person Submitting Item: Scott Davis
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	To approve the City's execution of a general warranty deed for the conveyance of property at 876 Howard Street by Habitat to Gale Headen to evidence that Habitat has complied with the terms and conditions of a Transfer and Reversion Agreement between the City and Habitat involving this property which was conveyed by the City to Habitat for development as low income housing, and that the reverter provisions of the agreement no longer apply
Actions Needed by Board:	Adopt resolution
Backup Attached:	Resolution, Memo and Deed

Is item time sensitive? ☒Yes ☐No

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

Cost of Agenda Item: N/A

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

Additional Notes:

MEMORANDUM

TO: Mayor and Members of the Board
City Manager

FROM: Michael Scott Davis, City Attorney

RE: Property at 876 Howard Street conveyed by the City to Habitat for Humanity of
Craven County NC

DATE: August 13, 2019

In March of 2016, the City conveyed numerous properties, including property at 876 Howard Street (Craven County parcel identification number 8-003-081) to Habitat for Humanity of Craven County NC to be developed as affordable housing for persons of low and moderate income. This property is subject to the terms and conditions of a Transfer and Reversion Agreement. The property has now been developed as low income housing, and Habitat has requested that the City execute the deed to the buyer for the sole purpose of releasing any rights retained by the City by virtue of the Transfer and Reversion Agreement.

RESOLUTION

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

That the General Warranty Deed by and between Habitat for Humanity of Craven County NC, Gale Headen, and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 27TH DAY OF AUGUST, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by:
John W. King, Jr.,
Attorney at Law
Stubbs Perdue, P.A.
310 Craven Street
P.O. Box 1654
New Bern, NC 28563

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

Parcel Nos. 8-003-081
Revenue Stamps \$_____

NORTH CAROLINA
CRAVEN COUNTY

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated the ____ day of August, 2019, is made by and between **Habitat for Humanity of Craven County**, ("Habitat") a North Carolina nonprofit corporation, whose address is 930 Pollock Street, New Bern, North Carolina 28560, (herein called the "Grantor"); **Gale Headen**, whose address is 876 Howard Street, New Bern, NC 28560, (herein called the "Grantee") and the **City of New Bern**, a North Carolina municipal corporation, whose address is P.O. Box 1129, New Bern, NC 28563, party of the third part (herein called the "City"), which joins in the execution of this deed for the sole purpose set out herein below.

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

WITNESSETH:

WHEREAS, City conveyed to Habitat the hereinafter described real property by Deed recorded in Book 3430, Page 830 of the Craven County Registry; and,

WHEREAS, the conveyance by the City to Habitat was to enable Habitat to develop the subject property as affordable housing for persons of low and moderate income in the City of New Bern, as addressed in the Transfer and Reversion Agreement dated March 8, 2016, and recorded in Book 3430, Page 820 of the Craven County Registry.

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

The property is commonly referred to by its tax parcel identification number which is 8-003-081. A description of the property is recorded in Book 763, Page 374 of the Craven County Registry. The property is more particularly described as follows:

BEGINNING at the southeastern corner or intersection of Howard and Cypress Streets; running thence eastwardly with the southern line of Cypress Street 75 feet; thence southwardly and parallel with Howard Street 45 feet; thence westwardly and parallel with Cypress Street 75 feet to the eastern line of Howard Street 45 feet to the point of beginning.

Being Lots Nos. 1 and 2 as shown and designated by survey and map made by B. M. Potter, civil engineer, May 1918, which map is recorded in the Office of the Register of Deeds of Craven County in Book 227 at Page 340 and being two of the lots or parcels of land conveyed and described in the deed from A. T. Dill to Carrie M. Smith recorded in said Book 227 at Page 340, reference to which is hereby made.

Being also that same property conveyed by deed as shown on record Craven County Register of Deeds during the year 1952 from Carrie M. Smith, widow, to Alonzo Hyman and wife, Mary E. Hyman.

Being also that same property conveyed by deed dated June 1, 1955 from Alonzo R. Hyman and wife, Mary E. Hyman, to Carrie Duffy Ward, said deed recorded in Book 519 at Page 19 in the Office of the Register of Deeds of Craven County. See also deed dated November 7, 1956 from Carrie Duffy Ward to Kennedy W. Ward, said deed recorded in Book 543 at Page 96 in the Office of the Register of Deeds of Craven County.

Being that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed dated March 17, 2015, recorded March 17, 2015 in Book 3342 at Page 346 of the Craven County Registry. Craven County thereafter conveyed its interest in the property to the City of New Bern by deed dated March 31, 2016 recorded in Book 3430 at Page 814 of the Craven County Registry.

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

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

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

The City of New Bern joins in the execution of this deed for the sole purpose of releasing any rights which it retained in the property being conveyed by this instrument by virtue of the Transfer and Reversion Agreement dated March 8, 2016, recorded in Book 3430 at Page 820 of the Craven County Registry.

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

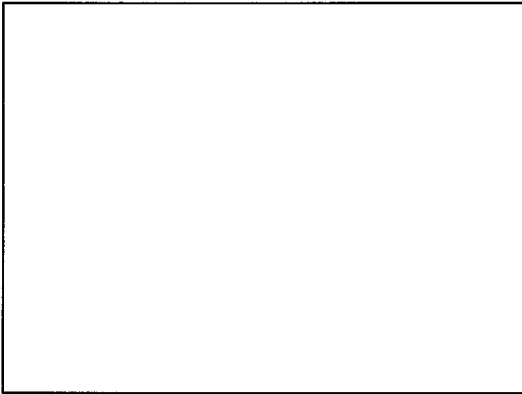
Habitat for Humanity of Craven County, a North
Carolina nonprofit corporation

By: _____(SEAL)
Richard Peebles-President

NORTH CAROLINA
CRAVEN COUNTY

I, a Notary Public of _____ County, North Carolina, certify that on this date before me personally appeared Richard Peebles-President of Habitat for Humanity of Craven County, a North Carolina nonprofit corporation, personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein stated and in the capacity indicated.

Witness my hand and official stamp or seal this the ____ day of _____, 2019.



Notary Public

My Commission Expires: _____

City of New Bern
A North Carolina Municipal Corporation

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

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

WITNESS my hand and official stamp or seal, this the _____ day of August 2019.

Notary Public

My Commission Expires:

EXHIBIT A

(Deed: **Gale Headen**)

RESTRICTIVE AND PROTECTIVE COVENANTS AGREEMENT

This Restrictive and Protective Covenants Agreement, entered into this the ____ day of _____, 2019, by and between **Habitat for Humanity of Craven County NC**, a North Carolina non-profit corporation (hereinafter called "Habitat"), and **Gale Headen**, (hereinafter called "Buyer").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Year

Percentage

First anniversary to
Second anniversary

6.6%

For each subsequent year
through the 14th anniversary
add per year

6.6%

Fourteenth anniversary to
Final Anniversary

93.4%

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

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

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

(f) In the event of the death of Buyer, Habitat shall be entitled to purchase the Property by giving written notice thereof to the executor or administrator of the estate within thirty (30) days from the date Habitat shall receive written notice of death. The purchase price to Habitat shall be equal to the outstanding amount owing to Habitat under the Habitat Note as of the date of death, plus a percentage of the difference between such outstanding amount and the fair market value of the Property at the date of death, which percentage shall be calculated in the same manner as hereinbefore provided in this section 4, as if the fair market value were identical to the third party offer. In order to determine the fair market value, Habitat shall appoint three (3) certified real estate appraisers, each of whom shall establish a value for the Property, and the fair market value shall be deemed to be the average of the three appraisals.

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

(a) If the sale occurs prior to the first anniversary of the Acquisition Date, Habitat shall be entitled to receive an amount equal to the then outstanding principal amount of the Habitat Note on the date of closing plus one hundred per cent (100%) of the net excess proceeds. For purposes of this paragraph 5, "net excess proceeds" shall mean all proceeds, less all the payoff of the Habitat Note, less sales commission and less all other seller closing costs.

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

<u>Year</u>	<u>Percentage</u>
First anniversary to second anniversary	93.4%
For each subsequent year: through the final anniversary - subtract per year	6.6%
After final anniversary	0%

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

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

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

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

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

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

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

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

Habitat For Humanity of Craven County NC

By: _____
Richard Peebles, President
Typed or Printed Name and Title

Gale Headen (SEAL)

NORTH CAROLINA
CRAVEN COUNTY

I, a Notary Public for _____ County, North Carolina, do hereby certify that on this day before me personally appeared **Gale Headen** personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein expressed *and in the capacity indicated*.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2019.

Notary Public

My Commission Expires:

NORTH CAROLINA
CRAVEN COUNTY

I, a Notary Public for _____ County, North Carolina, do hereby certify that on this day before me personally appeared Richard Peebles, **President of Habitat for Humanity of Craven County NC**, each personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein expressed *and in the capacity indicated*.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2019.

Notary Public

My Commission Expires:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance to Amend the FY2019-20 Grants Fund Budget

Date of Meeting: 8/27/2019	Ward # if applicable: N/A
Department: Finance	Person Submitting Item: Joseph R. Sabatelli, CPA, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This ordinance amends the FY 2019-20 Grants Fund Budget to recognize and appropriate funds for two Golden Leaf Foundation Grants, two Walmart Community Grants and an NC Department of Public Safety Grant
Actions Needed by Board:	Adopt Ordinance
Backup Attached:	Memo; Ordinance

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

Cost of Agenda Item: \$288,639
If this requires an expenditure, has it be budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



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

FROM: Joseph R. Sabatelli, CPA - Director of Finance

DATE: August 16, 2019

RE: Amendments to the FY2019-20 Grants Fund Budget

The attached ordinance amends the Fiscal Year 2019-20 Grants Fund Annual Operating Budget and recognizes grants received by the City of New Bern as follows:

Golden Leaf Foundation Grant – Street Repairs

The Golden Leaf Foundation has awarded the City of New Bern a grant for \$230,000 for street repairs to Metcalf and Roanoke Streets for damages related to Hurricane Florence. This grant requires a \$50,000 match, which will be allocated from the existing contingency line of the Grants Fund.

Golden Leaf Foundation – Fire Rescue Boat

The Golden Leaf Foundation has awarded the City of New Bern with a grant of \$34,138.93 for the replacement of a Fire rescue boat damaged during Hurricane Florence while performing rescues. There is no city match required for this grant.

Walmart Community Grant – National Night Out

The Walmart Community Grant has awarded the City of New Bern with a grant of \$2,000 to assist with costs associated with National Night Out. There is no city match required for this grant.

Walmart Community Grant – Safety Equipment

The Walmart Community Grant has awarded the City of New Bern with a grant of \$2,500 for the replacement of rescue equipment of the Fire Department. There is no city match required for this grant.

North Carolina Department of Public Safety Grant – Training

The North Carolina Department of Public Safety has awarded the City of New Bern with a grant of \$20,000 for training in Water Rescue and Urban Search and Rescue. There is no city match required for this grant.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on August 27, 2019.

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2019-2020

FROM Joseph R. Sabatelli, CPA, Director of Finance MEETING DATE: Aug. 27, 2019

EXPLANATION: This ordinance will amend the Fiscal Year 2019-20 Grants Fund budget to acknowledge receipt of, and establish the budgets for grants as follows: Golden Leaf Foundation Grant of \$230,000 for Street Repairs to Metcalf and Roanoke Streets, and reallocate \$50,000 from contingency as matching funds; Golden Leaf Foundation Grant of \$34,138.93 for the replacement of a fire rescue boat; Walmart Community Grant of \$2,000 to assist with cost associated with National Night Out; Walmart Community Grant of \$2,500 for the replacement of rescue equipment; North Carolina Department of Public Safety Grant for training in Water Rescue and Urban Search and Rescue.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2019-2020 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 – Appropriations

Schedule K – Grants Fund

Increase:	Governing Board – SPF	\$ 2,000
	Fire – SPF	56,639
	Public Works – SPF	280,000
Decrease:	Contingency	<u>(50,000)</u>
		<u>\$288,639</u>

Section 2 – Estimated Revenues

Schedule K – Grants Fund

Increase:	Grants Revenue	<u>\$288,639</u>
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NATURE OF TRANSACTION

☒ ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
☒ TRANSFER WITH ACCOUNTS OF SAME FUND
☐ OTHER:

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED _____
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK



NEW BERN

CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Memorandum

TO: Alderman Johnnie Ray Kinsey
FROM: Brenda Blanco, City Clerk *BEB*
DATE: March 15, 2019
SUBJECT: Appointment to Board of Adjustment

On November 13, 2018, you appointed Anne Schout to an alternate seat on the Board of Adjustment. Mrs. Schout has tendered a resignation effective March 1, 2019. You are requested to appoint someone to fill the remainder of her seat, which will expire on November 12, 2021.

/beb