

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
FEBRUARY 25, 2020 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

3. Consider Adopting a Resolution to Close the 200 Blocks of East and South Front Streets on March 28, 2020 for the Neuse River Bridge Run.
4. Consider Adopting a Resolution to Close the 500 Block of Roundtree Street on April 18, 2020 for the Colorfest Community Art Event.
5. Consider Adopting a Resolution to Close Specific Streets for the First Capital Antique Automobile Car Show on May 9, 2020.
6. Approve Minutes.

7. Appoint Director of Finance and Administer Oath of Office.
8. Noise Consultant Presentation – Findings and Recommendations.
9. Consider Adopting a Resolution Approving a Contract with Craven County Board of Education for 2019 School Resource Officers at Specific Elementary Schools.
10. Consider Adopting a Resolution Approving a Contract With Craven County Board of Education for 2020 School Resource Officers at Specific Elementary Schools.
11. Consider Adopting a Resolution Approving a Contract With Craven County Board of Education for 2019/2020 School Resource Officers at New Bern High School and Specific Middle Schools.
12. Consider Adopting a Resolution Approving a Contract with Fund Development, LLC for Grant-Writing Services.
13. Consider Adopting a Resolution Approving the Sale of 2203 Chestnut Avenue.

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

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

Aldermen

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



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

Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager

Mark A. Stephens
2/20/20

Date: February 20, 2020

Re: February 25, 2020 Agenda Explanations

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Best. Pledge of Allegiance.

2. Roll Call.

Consent Agenda

3. Consider Adopting a Resolution to Close the 200 Blocks of East and South Front Streets on March 28, 2020 for the Neuse River Bridge Run.

(Ward 1) Gary Kenefick, event organizer, has requested to close the 200 blocks of East Front and South Front Streets from 4 a.m. until 1 p.m. on March 28, 2020 for the Neuse River Bridge Run. Additionally, he has sought the use of Union Point Park on March 27, 2020 from 3 p.m. to 9 p.m. for the Super Kids Run. Foster Hughes, Director of Parks and Recreation, has authorized the closure of the park for the kids' event. A memo from Mr. Hughes, a copy of the event application, and maps of the route are enclosed.

4. Consider Adopting a Resolution to Close the 500 Block of Roundtree Street on April 18, 2020 for the Colorfest Community Art Event.

(Wards 1 and 2) Derrick Bryant, event organizer for Colorfest, has requested the closure of the 500 block of Roundtree Street from 9 a.m. to 6 p.m. on April 18, 2020. Colorfest will continue a community beautification project to extend a mural in the location of the street closure. A memo from Mr. Hughes, a copy of the event application, and a map of the street are enclosed.

5. Consider Adopting a Resolution to Close Specific Streets for the First Capital Antique Automobile Car Show on May 9, 2020.

(Ward 1) On behalf of the NC Region First Capital Chapter of the Antique Automobile Club of America, Charles Wells has requested the 300 block and part of the 400 block of Pollock Street be closed to vehicular traffic from 6 a.m. until 4 p.m. on May 9, 2020 for an annual car show. A memo from Mr. Hughes, a copy of the event application, and a map of the route is enclosed.

6. Approve Minutes.

Draft minutes from the February 7, 2020 retreat are provided for review and approval.

7. Appoint Director of Finance and Administer Oath of Office.

After conducting interviews for the position of Director of Finance, the Board extended an offer to Mary Hogan. After making a motion to appoint Mrs. Hogan to the position, she will need to be administered the oath of office.

8. Noise Consultant Presentation – Findings and Recommendations.

The City contracted with Stewart Acoustical Consultants to review the technical portion of the City's draft noise ordinance and conduct a site visit. Ezra Blackwell will make a presentation on the firm's findings and recommendations.

9. Consider Adopting a Resolution Approving a Contract with Craven County Board of Education for 2019 School Resource Officers at Specific Elementary Schools.

The proposed contract covers the School Resource Officers ("SROs") at JT Barber Elementary School and Oaks Road Academy School for the period of July 2019 through December 2019. Although the contract had not been executed earlier, the Board of Education has remitted payment for the services provided. The contract and a brief memo from Police Chief Toussaint Summers are attached.

10. Consider Adopting a Resolution Approving a Contract With Craven County Board of Education for 2020 School Resource Officers at Specific Elementary Schools.

Similar to the previous item, this contract provides for SROs from January 1, 2020 through December 31, 2020 at JT Barber and Oaks Road Academy Elementary Schools. Under this contract, the sum of compensation is \$49,500 for each SRO. The contract and a brief memo from Police Chief Toussaint Summers are attached.

11. Consider Adopting a Resolution Approving a Contract With Craven County Board of Education for 2019/2020 School Resource Officers at New Bern High School and Specific Middle Schools.

Like the two prior items, the proposed contract covers SROs at New Bern High School, Grover C. Fields Middle School, and H. J. McDonald Middle School for the 2019/2020 school year. It also provides for one SRO four days a week, four hours a day at the Craven Evening Education Center. Again, although the contract had not been previously executed, the Board of Education has remitted payment for the services provided thus far. The contract provides for funding of \$38,975.00 per SRO. A brief memo from Chief Summers are attached.

12. Consider Adopting a Resolution Approving a Contract with Fund Development, LLC for Grant-Writing Services.

In November 2018, the City entered into a contract with Fund Development, LLC for grant-writing services. The contract expired in December 2019, and staff is seeking direction as to entering into a new contract through the remainder of this calendar year. Under the initial agreement, Fund Development assisted the City with securing \$855,138.93 in grant funding. A list of those grants and the associated amounts are detailed on the summary attached. Fund Development was paid a total of \$30,770.00 for its services.

13. Consider Adopting a Resolution Approving the Sale of 2203 Chestnut Avenue.

(Ward 2) After receiving an initial bid of \$375.00, the Board voted to initiate the upset bid process for the purchase of 2203 Chestnut Avenue. The bid was advertised, and an upset bid of \$450.00 was submitted. The tax value of the vacant 0.06-acre lot is \$750.00, and this final offer exceeds 50% of that value. The property was acquired jointly by the City and County through tax foreclosure in May of 2019. The Commissioner's Deed states taxes, interest and penalties due to the City at the time of the foreclosure was \$556.45, and the City contributed \$480.99 toward the cost of the foreclosure proceeding. A copy of the final bid offer, a map of the property, and the tax card are attached.

14. Appointment(s).

15. Attorney's Report.

16. City Manager's Report.

17. New Business.

18. Closed Session.

19. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close specific streets to vehicle traffic for the Neuse River Bridge Run.

Date of Meeting: 2/25/2020	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Gary Kenefick event organizer, has requested to close specific streets to vehicle traffic; the 200 block of East Front Street from 4:00 am until 1:00 pm and the 200 block of South Front Street from 4:00 am until 1:00 pm on Saturday, March 28, 2020, and the "Super Kids Run" will take place at Union Point Park on Friday, March 27, 2020 from 3:00 pm until 9:00 pm.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Maps – Road Closure Notification – Safety Plan – Crowd Manager Training Certification

Is item time sensitive? ☐Yes ☒No

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

Cost of Agenda Item:

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

Additional Notes:



Aldermen

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

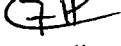
Foster Hughes, CPRE
Director of Parks & Recreation

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager



Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE 
Director of Parks and Recreation

Re: Adopt Resolution to close specific streets to vehicle traffic for the Neuse River Bridge Run on Saturday, March 28, 2020.

Background Information:

Gary Kenefick event organizer, has requested to close specific streets to vehicle traffic; the 200 block of East Front Street from 4:00 a.m. until 1:00 p.m. and the 200 block of South Front Street from 4:00 a.m. until 1:00 p.m. on March 28, 2020 and the "Super Kids Run" will take place at Union Point Park on Friday, March 27, 2020 from 3:00 p.m. until 9:00 p.m.

Recommendation:

The Parks and Recreation Department recommends approval and request the Board adopt a Resolution approving the request.

If you have any questions concerning this matter, please call.

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

RESOLUTION

THAT WHEREAS, event organizers have submitted an application requesting Union Point Park be closed on Friday, March 27, 2020 from 3:00 p.m. until 9:00 p.m. for the Neuse River Bridge "Super Kids Run", and the Director of Parks and Recreation has approved this request; and

WHEREAS organizers also requested the closure of the 200 block of East Front Street and the 200 block of South Front Street from 4:00 a.m. until 1:00 p.m. on Saturday, March 28, 2020 for the Neuse River Bridge Run; and

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

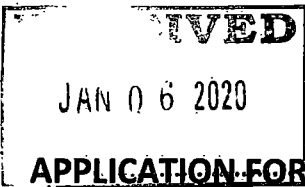
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the 200 block of East Front Street and the 200 block of South Front Street be closed on Saturday, March 28, 2020 from 4:00 a.m. until 1:00 p.m. for the Neuse River Bridge Run.

ADOPTED THIS 25th DAY OF FEBRUARY 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



3/27-28/2020

City Sponsor

CITY OF NEW BERN

APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) – Public Assemblies and Parades. This application along with attachments must be presented at least 60 days prior to the event date.

Festival – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.

Parade – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.

Public Assembly – A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity: Neuse River Bridge Run

Organization Name: Neuse River Bridge Run

Responsible Contact: Gary Kenefick

Address: 1879 Brices Creek Road

City: New Bern State: NC Zip code: 28562

Phone: 252-617-8705 Alternate Phone: _____

Email: CTKid1948@yahoo.com

Kids Run UPP

Type of Event: Fr. / Sat. ☐ Demonstration ☐ Festival ☐ Parade

Date of Event: 3/27-28/2020 Proposed Rain Date: N/A

Event Set up time: Sat. 4am Event Tear Down Completed Time: 1pm

Event Start Time: 7am Event End Time: 1pm

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

Attached Route Maps - Friday, March 27 Superkids Run - UPP 3pm-9pm Saturday, March 28 4am until 1pm - 200 blk East Front & South Front

horseshoe straightaway

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

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

Annual event to generate revenue for specific non-profit organizations that support, provide services and advocacy to people in Craven County.

Estimated attendance: 900; Attendance not to exceed: 1,000

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

Tents # 0 Sizes _____ Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

How will you handle trash generated from the event?

We are requesting # _____ trash cans.

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

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

Are you requesting any City of New Bern Street Closures?☐ Yes*☒ No

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

*What Street(s) are you requesting to close? Be specific: portion of East and south Front Streets

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

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application.

If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number. We have contacted NCDOT and filed appropriate application

Will Inflatables or other Play features be part of this event?☐ Yes☒ No (Additional insurance may be required)**Will Food Vendors or Commercial/Non-Profit vendors be part of this event?**☐ Yes☒ No

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

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

- ☒ A detailed map – including the location, route with beginning and ending point and street names included.
- ☐ Petition of Signatures – of business/residents affected – If roads are closed.

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

- ☐ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured".
- ☐ List of all food/commercial/non-profit vendors.
- ☐ Payment in full of applicable fees and charges.

I attest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. I understand that this application must be submitted with full details and attachments. I understand that additional fees and charges may be incurred. Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. I agree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and volunteers for any injury, illness or damage to person or property during this activity.

The following items must be submitted with Application:

- ☐ Completed & Signed Application
- ☐ Detailed maps of parade route and/or festival layout
- ☐ Petition of signatures (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Total Anticipated Charges**Barricades:** # _____

\$ _____

Trash Collection:

\$ _____

City Staff:

\$ _____

Vendor Fees

\$ _____

Park/Facility Rental:

\$ _____

Total Due:\$ 0

[Signature]
Authorized Signature

1/5/2020
Date

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

Veronica E Matthews
Administrative Support Supervisor

1/27/2020
Date

This application has been approved.

[Signature]
Director of Parks & Recreation

2/14/2020
Date

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

City Sponsored Event

☒ Yes ☐ No
Updated 6-3-2019

ROAD CLOSURE NOTIFICATION

On March 28th The Neuse River Bridge Run will be held for its fifteenth year. Part of the course is run through New Bern on South and East Front Streets. Portions of those streets where you live will be closed from 4:00 a.m. until 1:00 p.m. on the 28th. Barriers at each intersection will be in place and the New Bern Police Department will be redirecting all traffic away from the course route. As such, no non-emergency vehicle traffic will be allowed to travel on your street during those times. If you need to use your vehicle please consider moving it to an adjacent street.

The Neuse River Bridge Run is an event that raises revenue for a variety of local non-profit organizations that provide support, services and advocacy for our neighbors who need help. This is especially needed after Hurricane Florence while people are still being impacted by that storm.

We apologize for any inconvenience these street closures may cause you. We appreciate your support. If you have any questions please contact the Neuse River bridge Run committee at NeuseRiverBridgeRun@gmail.com.

Kind regards,

The Neuse River Bridge Run Committee



<http://www.bridgerun.org>

Neuse River Bridge Run (FB)

Veronica Mattocks

From: gary kenefick <ctkid1948@yahoo.com>
Sent: Friday, January 31, 2020 7:19 AM
To: Veronica Mattocks
Subject: Fw: Neuse River Bridge Run
Attachments: ROAD CLOSURE NOTIFICATION.docx

Miss Veronica,

Please see the communication notice and process recommended by Alderman Bengel.

Hope you are having a good week. Have a wonderful day.

Gary

Gary Kenefick
252-617-8705

Sent from Yahoo Mail. [Get the app](#)

----- Forwarded Message -----

From: Charles Boehnke <cbink@trymca.org>
To: "gkevans4@gmail.com" <gkevans4@gmail.com>
Cc: Gary Kenefick <ctkid1948@yahoo.com>, "sabinabengel@yahoo.com" <sabinabengel@yahoo.com>
Sent: Thursday, January 30, 2020, 05:53:14 PM EST
Subject: Neuse River Bridge Run

George,

Good evening, Sabrina Bengel passed along your contact information to me so that we could utilize the HDRA email system to effectively communicate the upcoming road closures that will affect the residents specifically on South and East Front Streets on the morning of 28 March 2020 from the hours of 4am to 1pm.

On behalf of the Neuse River Bridge Run Board of Directors, we are requesting that the attached road closure notice be included in your email notifications to the residents so that they are aware of the road closures in a timely manner.

Should you have any questions or concerns, please do not hesitate to contact me. Thank you very much for your assistance.

--
Respectfully,

Charles Boehnke
Property Director/IT Manager
Maintenance

2020

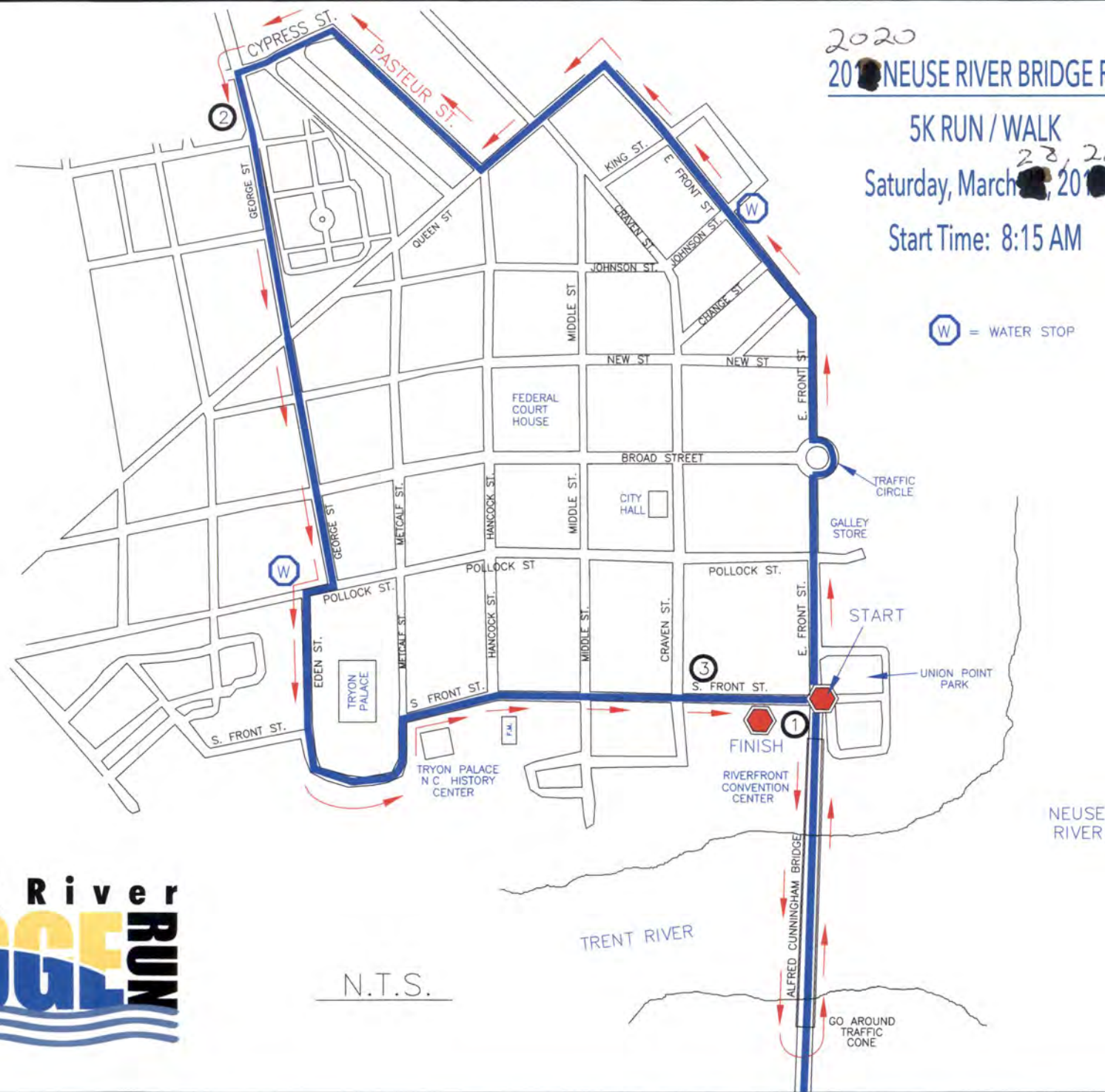
2020 NEUSE RIVER BRIDGE RUN

5K RUN / WALK

28, 2020
Saturday, March 28, 2020

Start Time: 8:15 AM

(W) = WATER STOP



N.T.S.

2020 NEUSE RIVER BRIDGE RUN

2020

10K RUN

28, 2020
Saturday, March 28, 2020

Start Time: 7:30 AM

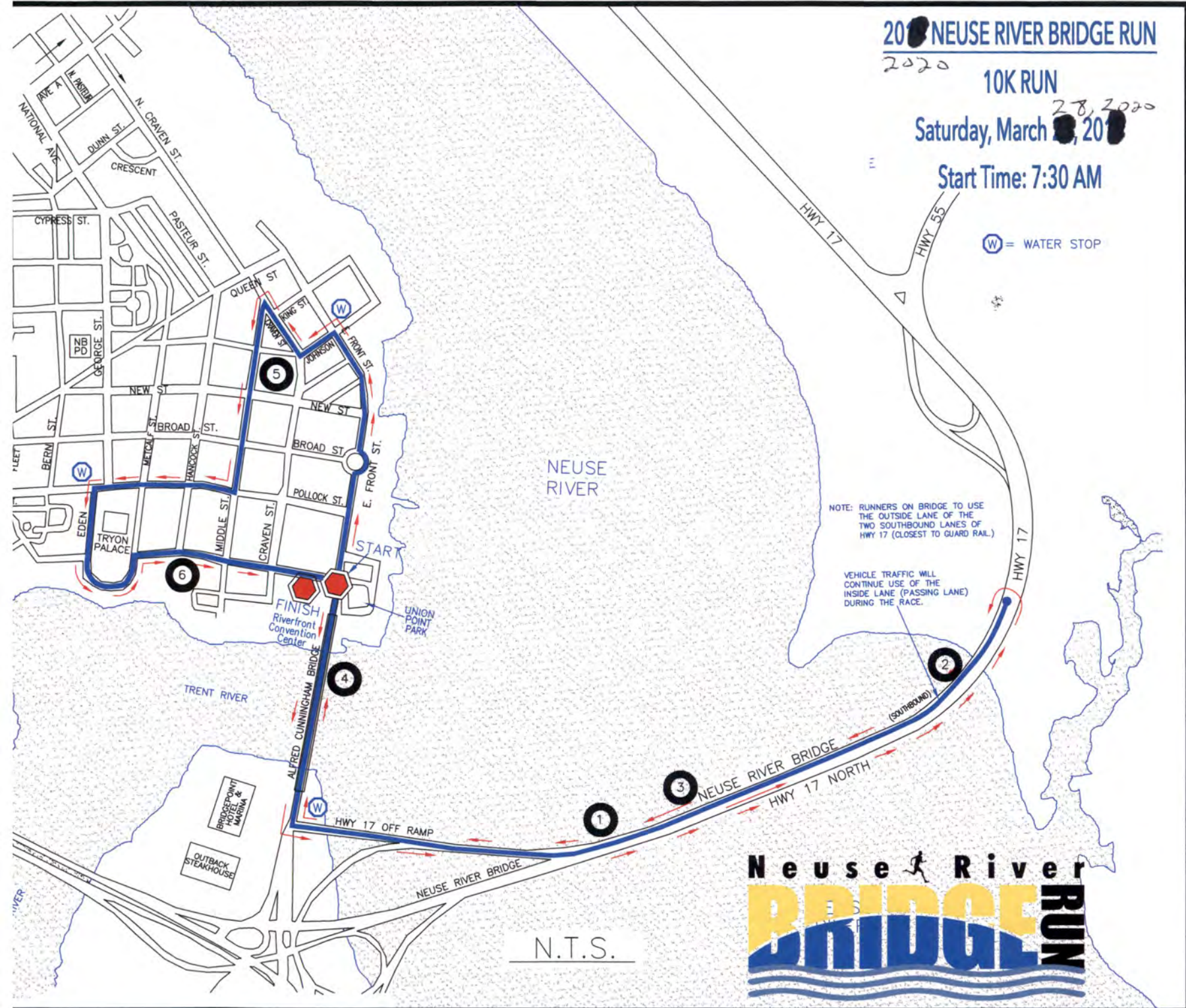
(W) = WATER STOP

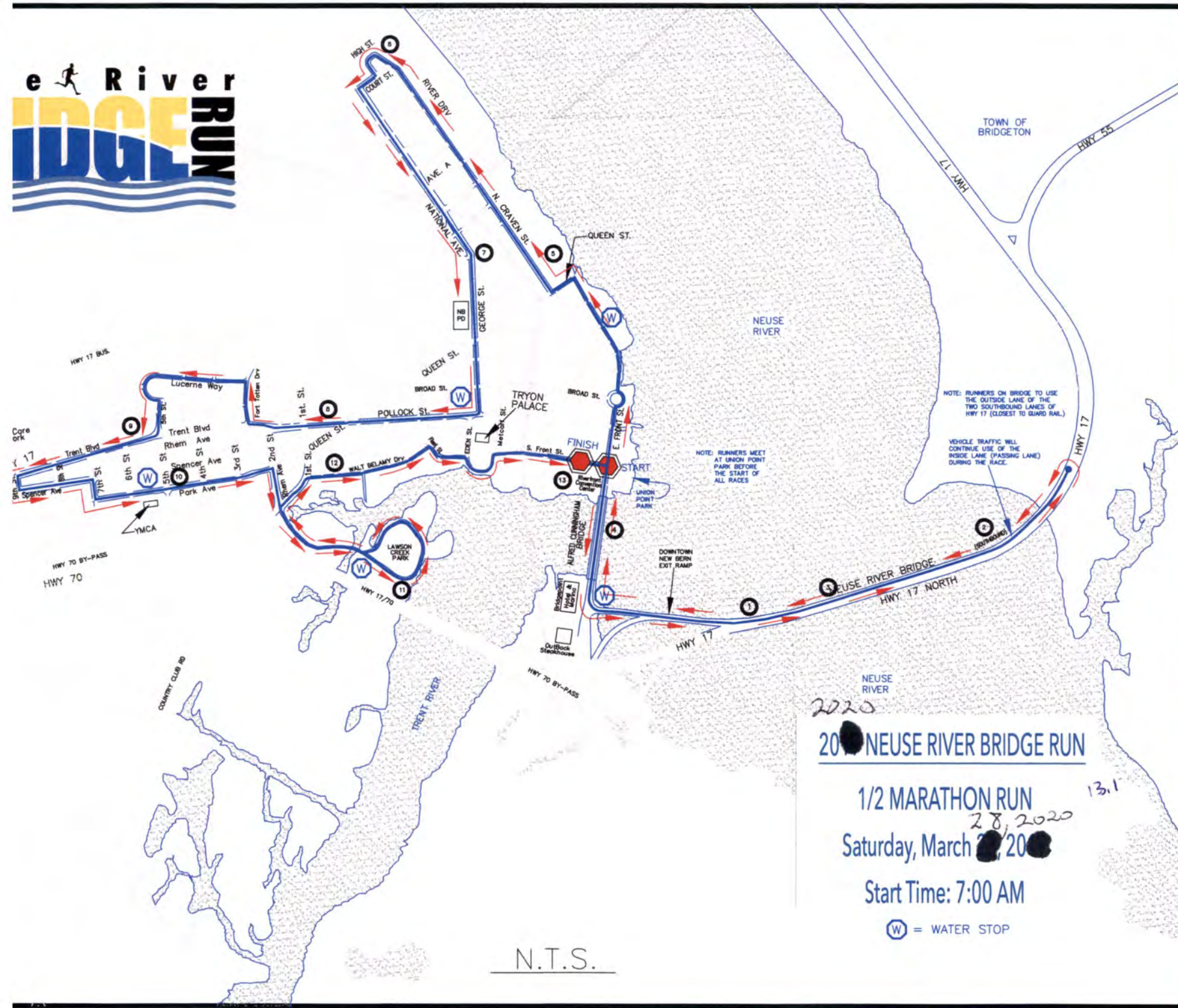
NOTE: RUNNERS ON BRIDGE TO USE THE OUTSIDE LANE OF THE TWO SOUTHBOUND LANES OF HWY 17 (CLOSEST TO GUARD RAIL.)

VEHICLE TRAFFIC WILL CONTINUE USE OF THE INSIDE LANE (PASSING LANE) DURING THE RACE.

Neuse River
BRIDGE RUN

N.T.S.







2020 SAFETY PLAN

Gary Kenefick
Race Director, Neuse River Bridge Run
P.O. Box 234
New Bern NC 28563
252-617-8705
CTKid1948@yahoo.com



Table of Contents

Page 2 – Safety Plan and Details

Page 3 – Key Contacts

Attachments: Routs for 5K, 10K and Half Marathon Races



SAFETY PLAN SUPPORT AND DETAILS

MEDICAL SERVICES:

Carolina East Emergency Medical Services will have an ambulance and certified Emergency Medical Technicians on-site stationed at the start and finish line;

Newport, NC Certified Emergency Response Team will have certified Emergency Medical Responders stationed on the routes runners will travel
New Bern Police Department will have police personnel stationed at start and finish line, intersections and vehicle and bicycle personnel traveling with runners on the routes

Craven Community College Student Nursing Association will be providing First Aid at the finish line. To include treatment for cuts, scrapes, cramping muscles, etc. They will help with water distribution, and have ice, bandages, wraps, and a covered tent for anyone who needs to sit and be attended to. They will have two registered nurses (instructors) with them and will alert 911 / paramedics if they see anyone in distress.

SAFETY MEASURES:

All highways, on and off ramps, roads and intersections and drawbridge will be closed during the running of the Neuse River Bridge Run.

All running lanes will be marked and routes identified with orange traffic cones which direct runners

Runners will be directed by Volunteers, along with police personnel, at intersections and turns on the route

Water stations – 3 water stations will be located on the 5K route; 4 water stations will be located on the 10K route; 6 water stations will be located on the half marathon route

KEY CONTACTS:

Lieutenant Jason Williams
New Bern Police Department
252-672-4323
WilliamsJ@NewBernPD.org

Mr. Robert Montedonico, NCEMT – Paramedic
Outreach Coordinator
Carolina East Emergency Medical Services
252-633-8191
RMontedonico@carolinaessthealth.com

Mr. Charles Boenke
Newport, NC Certified Emergency Response Team (CERT)
252-638-8799 x 226
cbink@trymca.org

Mr. Steve Hamilton
Division Traffic Engineer
NC Department of Transportation
252-439-2816
SHamilton@NCDOT.gov

Mr. Hal R. Pitts
Chief, 5th Coast Guard Division
757-398-6222
Hal.R.Pitts@USCG.mil

Ms. Veronica Mattocks
New Bern Parks and Recreation (includes New Bern DPW)
252-639-2904
MattocksV@NewBern-NC.org

Gary Kenefick
Neuse River Bridge Run Race Director
252-617-8705
CTKid1948@yahoo.com

Certificate of Completion

CROWD MANAGER TRAINING

COURSE: **CROWD MANAGER TRAINING -SUPPORT STAFF**

COURSE COMPLETED BY: **GARY KENEFICK**

COMPANY NAME: **NEUSE RIVER BRIDGE RUN**

DATE OF COURSE COMPLETION: **JANUARY 22, 2020**

EXPIRATION DATE: **01/2023**

NOTE: Crowd Manager Training is worth one hour of
Pyrotechnic Operator or Proximate Audience Operator CE.



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close the 500 block of Roundtree Street.

Date of Meeting: 2/25/2020	Ward # if applicable: Ward 1 & Ward 2
Department: Parks & Recreation	Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Derrick Bryant event organizer, has requested to close the 500 block of Roundtree Street to vehicle traffic from 9:00 am until 6:00 pm on Saturday, April 18, 2020 for Colorfest, Inc. Community Art event.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application - Map

Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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 been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Aldermen

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


Foster Hughes, CPRE
Director of Parks & Recreation



Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, CPRE 
Director of Parks and Recreation

Re: Resolution to close the 500 block of Roundtree Street for the Colorfest, Inc.
Community Art Event on Saturday, April 18, 2020.

Background Information:

Derrick Bryant, organizer for Colorfest, Inc., has made a request to close the 500 block of Roundtree Street to vehicle traffic (from Broad/Queen Street to Reisenstein Street) for the Colorfest, Inc. Community Art Event on Saturday, April 18, 2020. Streets will be closed from 9:00 a.m. until 6:00 p.m.

Recommendation:

Parks and Recreation recommends approval and adoption of this resolution.

If you have any questions concerning this matter, please let me know.

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

RESOLUTION

THAT WHEREAS, Colorfest, Inc. has scheduled its annual Community Art Event and has requested that the 500 block of Roundtree Street be closed to vehicular traffic from 9:00 a.m. until 6:00 p.m. on Saturday, April 18, 2020; and

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

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

That the 500 block of Roundtree Street be closed to vehicular traffic from 9:00 a.m. until 6:00 p.m. on April 18, 2020 for the Colorfest, Inc. Community Art Event.

ADOPTED THIS 25th DAY OF FEBRUARY 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

April 18th
Sat.

CITY OF NEW BERN

APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) – Public Assemblies and Parades. This application along with attachments must be presented at least 60 days prior to the event date.

Festival – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.

Parade – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.

Public Assembly – A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity: Colorfest Mural Project

Organization Name: Colorfest Inc.

Responsible Contact: Derrick Bryant

Address: 928 Queen Street

City: New Bern

State: NC

Zip code: 28560

Phone: 404-725-3053

Alternate Phone: 828-773-3778

Email: colorfestinnewbern@gmail.com

street
closing

Type of Event:

☐ Demonstration

☒ Festival

☐ Parade

Date of Event: April 18th

Proposed Rain Date: no rain date

Event Set up time: 9am

Event Tear Down Completed Time: 6pm

Event Start Time: 12 noon

Event End Time: 6 pm

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

On the corner of Queen street and roundtree street.

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

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

Community Beautification project that has been going on for the past 4 years. This is the last year to complete the extended mural project in this location.

Estimated attendance: 150-200

; Attendance not to exceed: 300

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

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

How will you handle trash generated from the event?

We are requesting # 5 trash cans.

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

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

Are you requesting any City of New Bern Street Closures?

☒ Yes*

☐ No

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

*What Street(s) are you requesting to close? Be specific: part of roundtree street. please see attached map

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application.

If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number.

Will Inflatables or other Play features be part of this event?

☒ Yes

☐ No (Additional insurance may be required)

Will Food Vendors or Commercial/Non-Profit vendors be part of this event?

☐ Yes

☒ No

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

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

☒ A detailed map – including the location, route with beginning and ending point and street names included.

☐ Petition of Signatures – of business/residents affected – If roads are closed.

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

☐ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured".

☐ List of all food/commercial/non-profit vendors.

☐ Payment in full of applicable fees and charges.

I attest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. I understand that this application must be submitted with full details and attachments: I understand that additional fees and charges may be incurred. Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. I agree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and volunteers for any injury, illness or damage to person or property during this activity.

The following items must be submitted with Application:

- ☐ Completed & Signed Application
- ☐ Detailed maps of parade route and/or festival layout
- ☐ Petition of signatures (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Derrick Bryant
Authorized Signature

1/31/20
Date

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

Veronica E. Martello
Administrative Support Supervisor

2/2/20
Date

This application has been approved.

[Signature]
Director of Parks & Recreation

2/14/20
Date

Total Anticipated Charges

Barricades: # _____
\$ _____

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due:

\$ _____

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

• ☐ Approved by Department Date: _____

Staff Initials: _____

• ☐ Submitted for Board Approval Date: _____

Staff Initials: _____

• ☐ All Paperwork collected, Date: _____

Staff Initials: _____

• ☐ All fees collected \$ _____ Date: _____

Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019

COLORFEST MAP



928 Queen Street
New Bern, NC 28560

**INSTRUCTIONS WILL BE GIVEN OUT
BEFORE EVENT!**



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close specific streets to vehicle traffic for First Capital Antique Automobile Car Show.

Date of Meeting: 2/25/2020	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Charles Wells event organizer, has requested to close specific streets to vehicle traffic; 200-300-blocks of Middle Street, the 300 block of Pollock Street, and a partial blockage of the 400 block of Pollock Street beginning at the intersection of Middle/Pollock Streets and ending at New Bern Civic Theatre for the First Capital Antique Automobile Club of America Car Show on May 9, 2020 from 6:00 am until 4:00 pm.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map

Is item time sensitive? ☐Yes ☒No

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

Cost of Agenda Item:

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

Additional Notes:



Aldermen

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


Foster Hughes, CPRE
Director of Parks & Recreation

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager



Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE 
Director of Parks and Recreation

Re: Adopt the Resolution to close specific streets to vehicle traffic for the First Capital Antique Automobile Club of America Car Show on Saturday, May 9, 2020 from 6:00 a.m. until 4:00 p.m.

Background Information:

Charles Wells event organizer, has requested to close specific streets to vehicle traffic; 200-300 blocks of Middle Street, the 300 block of Pollock Street, and a partial blockage of the 400 block of Pollock Street beginning at the intersection, Middle/Pollock Streets and ending at New Bern Civic Theatre for the First Capital Antique Automobile Club of America Car Show on May 9, 2020 from 6:00 a.m. until 4:00 p.m.

Recommendation:

The Parks and Recreation Department recommends approval and request the Board adopt a Resolution approving the request.

If you have any questions concerning this matter, please call

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

RESOLUTION

THAT WHEREAS, First Capital Antique Automobile Club of America has scheduled its annual car show and requested that specific streets be closed to vehicular traffic from 6:00 a.m. until 4:00 p.m. on Saturday, May 9, 2020. Those streets are the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and a partial blockage of the 400 block of Pollock Street beginning at the intersection of Middle/Pollock Streets and ending at New Bern Civic Theatre; and

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

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

That the 200-300 blocks of Middle Street, the 300 block of Pollock Street, and a partial blockage of the 400 block of Pollock Street beginning at the intersection of Middle/Pollock Streets ending at New Bern Civic Theatre shall be closed to vehicular traffic from 6:00 a.m. until 4:00 p.m. on May 9, 2020 for the First Capital Antique Automobile Club of America's annual car show.

ADOPTED THIS 25th DAY OF FEBRUARY 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

May 9, 2020
Sat.

CITY OF NEW BERN

APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) – Public Assemblies and Parades. This application along with attachments must be presented at least **60 days prior** to the event date.

Festival – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.

Parade – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.

Public Assembly – A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity:	EASTERN SPRING MEET AACA		
Organization Name:	NC REGION FIRST CAPITAL		
Responsible Contact:	CHARLES WENNS		
Address:	908 PORT ROYAL COURT		
City:	NEW BERN	State:	NC Zip code: 28540
Phone:	252-433-9275	Alternate Phone:	
Email:			

Type of Event: ☐ Demonstration ☒ Festival ☐ Parade *CAR SHOW*

Date of Event: 5-9-2020 Proposed Rain Date: _____

Event Set up time: 6 AM Event Tear Down Completed Time: 4: PM

Event Start Time: 10 AM Event End Time: 3 PM

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

MIDDLE FROM BROAD STREET TO SOUTH FRONT STREET
POLLOCK STREET (FROM THEATER) TO CRAVEN STREET

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

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

REGIONAL CAR SHOW, First Capital Antique Automobile

Estimated attendance: 800 ; Attendance not to exceed: 900

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

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

How will you handle trash generated from the event?

We are requesting # 10 trash cans.

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

☒ We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used. *It will not be more than 200/300 citizens looking walking during the course of the day.*

Are you requesting any City of New Bern Street Closures?

☒ Yes*

☐ No

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

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

BROAD STREET TO SOUTH FRONT STREET

POLLOCK STREET (FROM THEATER) TO CRAVEN STREET

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application.

If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number.

Will Inflatables or other Play features be part of this event?

☐ Yes

☒ No (Additional insurance may be required)

Will Food Vendors or Commercial/Non-Profit vendors be part of this event?

☐ Yes

☒ No

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

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

☐ A detailed map – including the location, route with beginning and ending point and street names included.

☐ Petition of Signatures – of business/residents affected – If roads are closed.

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

☒ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured". 1,000,000

☐ List of all food/commercial/non-profit vendors.

☐ Payment in full of applicable fees and charges.

I attest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. I understand that this application must be submitted with full details and attachments. I understand that additional fees and charges may be incurred. Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. I agree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and volunteers for any injury, illness or damage to person or property during this activity.

The following items must be submitted with Application:

- ☐ Completed & Signed Application
- ☐ Detailed maps of parade route and/or festival layout
- ☐ Petition of signatures (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Total Anticipated Charges

Barricades: # _____

\$ _____

Trash Collection:

\$ _____

City Staff:

\$ _____

Vendor Fees

\$ _____

Park/Facility Rental:

\$ _____

Total Due:

\$ 0

Charles Wells
Authorized Signature

8-27-19
Date

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

Vernon E. Mattocks
Administrative Support Supervisor

1/28/2020
Date

This application has been approved.

Faith
Director of Parks & Recreation

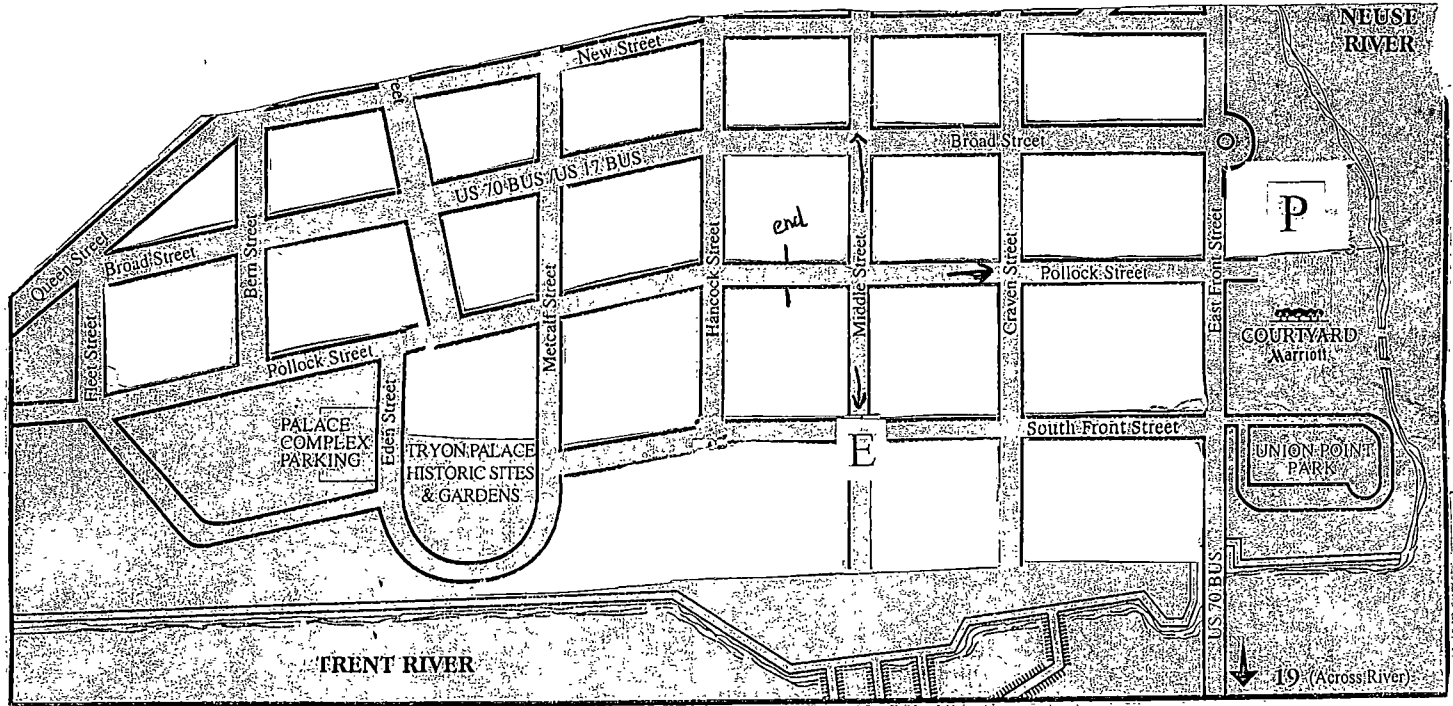
1-28-2020
Date

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

City Sponsored Event

☒ Yes ☐ No
Updated 6-3-2019

Down Town New Bern



Directions to Show Field (all recommended approaches to show field bring traffic across the NB draw bridge to South Front Street at foot of the bridge)

From Rt 70 East Bound....(from Kinston).... exit Rt 70 onto Rt 17 N then exit at 417 A (E. Front) , cross draw bridge to traffic light (S. Front), then turn left.

From Rt 70 West Bound....(from Havelock)... exit at 417A , then straight across draw bridge to traffic light (S.Front), then turn left.

From Rt 17/Rt 55 South Bound....(from Bridgeton).. cross the Neuse River then exit at 417 A (E. Front) , turn right at traffic light , cross draw bridge to traffic light (S. Front) , then turn left.

From Rt 17 East Bound....(from Jacksonville) ... Exit Rt 17 to Rt70/Rt17 with a right turn, stay right on Rt17 to exit 417 A (E. Front) , cross draw bridge to traffic light (S. Front) , then turn left.

Alternate route: continue on Rt17 Business (under Rt70) into town. Exit right at round-about (E. Front) proceed to traffic light a S Front then turn right.

Footnote: "E" is show field entrance , "P" is trailer parking area



AGENDA ITEM COVER SHEET

Agenda Item Title:

Appoint Director of Finance and Administer Oath of Office

Date of Meeting: 02/25/2020	Ward # if applicable:
Department: Administration	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The Governing Board conducted interviews to fill the position of Director of Finance. An offer was extended to Mary Hogan, and she accepted the position. After a motion is made to appoint her, she will need to be administered the oath of office.
Actions Needed by Board:	Appoint Mary Hogan as Director of Finance
Backup Attached:	Oath of Office

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input 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 been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

North Carolina
Craven County

OATH OF OFFICE OF DIRECTOR OF FINANCE

I, MARY HOGAN, do solemnly swear that I will support the Constitution of the United States; so help me God.

Mary Hogan

I, MARY HOGAN, do solemnly swear that I will support and maintain the Constitution and Laws of the United States and the Constitution and Laws of North Carolina, not inconsistent therewith; and that I will faithfully discharge the duties of my office as Director of Finance; so help me, God.

Mary Hogan

I, MARY HOGAN, do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

Mary Hogan

The foregoing oaths were administered by me and sworn to and subscribed before me this the 25th day of February, 2020.

Brenda E. Blanco, City Clerk

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation of Findings and Recommendations by Noise Consultant

Date of Meeting: 02/25/20	Ward # if applicable:
Department: Administration	Person Submitting Item: Mark Stephens
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City contracted with Stewart Acoustical Consultants to review the technical portion of the City's draft noise ordinance, conduct a site visit, and prepare a report of their findings and recommendations. Ezra Blackwell make a presentation on those findings and recommendations.
Actions Needed by Board:	Informational only at this point
Backup Attached:	None

Is item time sensitive? ☐ Yes ☒ No

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

Cost of Agenda Item:

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

Additional Notes:

AGENDA ITEM COVER SHEET

Agenda Item Title:

2019 SRO Contract for JT Barber Elementary School and Oaks Road Academy/Aspire School

Date of Meeting: 2/25/2020	Ward # if applicable:
Department: Police	Person Submitting Item: Toussaint E. Summers, Jr.
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Seeking approval by signing 2019 SRO Contract for JT Barber and Oaks Road Academy/Aspire Schools. Contract dates July 2019 through December 2019.
Actions Needed by Board:	Approve 2019 SRO Contract by signing.
Backup Attached:	Memo to Mayor and BOA, SRO Contract, Resolution

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input 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 been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

Police and Community come together here.



Toussaint E. Summers, Jr.
Chief of Police

TO: Mayor Outlaw and the Board of Aldermen
FROM: Toussaint E. Summers, Jr., Chief of Police
SUBJECT: Signing Entity for the School Resource Officer Contract
DATE: February 6, 2020

The New Bern Police Department is respectfully requesting the approval of 2019 School Resource Officer Contract with the Craven County Board of Education. The contract will provide School Resource Officers at JT Barber Elementary School and Oaks Road Academy/Aspire School from July 2019 through December 2019.

It is recommended that the Board of Aldermen approve the aforementioned contract.

TES/mjp



A Nationally Accredited Agency

RESOLUTION

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

That the 2019 School Resource Officer Contract for the period of July 2019 through December 2019, by and between the Craven County Board of Education 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 25th DAY OF FEBRUARY 2020.

Dana E. Outlaw, Mayor

Brenda E. Blanco, City Clerk

NORTH CAROLINA

CRAVEN COUNTY

City of New Bern
SCHOOL RESOURCE OFFICER CONTRACT

THIS CONTRACT is made and entered into effective July 1, 2019, by and between CRAVEN COUNTY BOARD OF EDUCATION (hereinafter Local Board of Education or "LBE"), a body corporate of North Carolina with its principal office in Craven County, North Carolina, and the CITY OF NEW BERN (hereinafter Local Law Enforcement Agency or "LLEA"), with its principal office in New Bern, Craven County, North Carolina.

WITNESSETH:

WHEREAS, LBE desires to contract with LLEA to provide two (2) School Resource Officers (SROs), one each at JT Barber Elementary School and Oaks Road Academy Elementary School (80%)/Aspire (20%) ("schools"), for the period from July 1, 2019 through December 31, 2019, including appropriate summer programs, if any, who will: provide security for schools the entire time school is in session or school activities are taking place, whether under a traditional school calendar, year-round calendar, or summer school program; provide security at school sponsored extra-curricular activities held at school after the student instructional day, including, but not limited to, PTA meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts; participate with and mentor students in educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies; participate in crisis planning and management; participate in and assist with training and preparation in response to violent crime incidents with the schools; diligently patrol the school grounds for suspicious activity and investigate as needed; act swiftly and cooperatively with school staff when responding to school disruptions, acts of violence and criminal offenses at the schools, including, but not limited to, the crimes that must be reported by the principal to law enforcement personnel listed in NCGS Sec. 115C-288(g) and disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; receive principal reports of crimes listed in NCGS Sec. 115C-288(g) that occur on campus; cooperate and coordinate with other law enforcement officials in their investigations of criminal offenses which occur on or off campus and that impact the schools; cooperate and coordinate with the District Attorney's Office in their prosecution of criminal offenses which occur on or off campus and that impact the schools; provide traffic control at the beginning and end of the student day at the school to which each SRO is assigned for the safety and protection of students and the general public; maintain a highly visible and mobile law enforcement presence on school grounds while on duty.

NOW, THEREFORE, the parties do hereby agree as follows:

1. SROs and their supervisors shall be employees of the LLEA and not the LBE and shall be subject to the administration, supervision and control of the LLEA, except as such administration, supervision and control are subject to the terms and conditions of this Contract between the LLEA and LBE.
2. LBE will furnish to LLEA funds in the total sum of \$49,500.00 per SRO to offset the cost of salary and related benefits of members of the LLEA who will act as SRO to the schools pursuant to the terms hereinafter expressed. This amount has already been paid to LLEA under the previous six-months Contract. No additional funds are to be paid under this Contract.

3. LBE will also furnish for the use of the SRO on the schools' premises an office, telephone, computer and a short wave radio.
4. LLEA will furnish each SRO with an appropriate "marked" law enforcement vehicle and cover all vehicular expenses.
5. Each SRO will be assigned full-time to the schools during the school year and the SRO is expected to work forty (40) hours per week and will be assigned specific duties and responsibilities by the Principal of the schools, subject to the general supervision, rules, and policies of the LLEA. On a typical day, the SROs shall be on duty at an assigned school(s) from approximately thirty (30) minutes before the beginning of the student instructional day until approximately thirty (30) minutes after the end of the students' school day unless modified by mutual agreement between the parties. Any remaining time shall be used to provide after school and/or evening security at school events or other assignments as determined by the Principal, subject to the general supervision, rules and policies of the LLEA.
6. The LLEA, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs and their supervisors. However, the LLEA hereby agrees to consult with and to ask for a non-binding recommendation from the principal in regard to the hiring, evaluation, discipline and termination of the SRO assigned to a particular school.
7. All SROs shall be required by the LLEA to attend annual training and periodic (monthly) briefing sessions. Briefing sessions during the term of this Contract shall be conducted to provide for the exchange of information between the LLEA, SROs and officials of the LBE. Annual training sessions shall provide SROs with training for working in schools, such as updates in school law, as well as basic law enforcement and firearm training. Every effort shall be made to schedule the annual training in the summer, when school is not in session. The LLEA shall allow the LBE to provide training for SROs in LBE policies, regulations, and procedures.
8. A performance review of each SRO will be performed at the end of each school year by the school Principal and submitted in writing to the LLEA.
9. The SRO will appear on campus in uniform at all times. In the event of the necessary absence of the SRO during school hours for non-SRO reasons, another appropriate LLEA Officer will be assigned by the LLEA as a substitute SRO at the schools so that there will be present and on duty at all times an appropriate LLEA Officer at the schools. During the summer months of vacation for the schools, the SRO will be re-assigned to duties to be determined by the LLEA; however, the schools, by action of the Principal, will have access to the SRO's services at all times.
10. In the event of a necessity to remove a student from campus, the SRO shall first notify the Principal, or their designee, unless exigent circumstances or safety reasons require immediate removal of the student. In the event that an SRO must place a student under arrest or call in "backup" for assistance, the SRO shall notify the Principal or designee, as soon as practical.
11. The LLEA will annually provide to the LBE's Finance Officer on or before July 1 of each year during the term of this Contract a detailed list of the SRO's compensation, including the various elements of the same.

12. The LLEA shall purchase and maintain in full force and effect during the term of this Contract one or more general comprehensive liability insurance policies with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the Contract, together with "umbrella" coverage of Two Million Dollars (\$2,000,000.00).
13. The LLEA agrees to hold the LBE, its agents and employees, free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way as a result of the performance of the duties of the SRO or the School Resource Officer Program. The LLEA shall indemnify and hold harmless the LBE, its agents and employees, free from all expense, including attorneys' fees, claims or lawsuits arising out of allegations of unfair or unlawful employment practices brought by SROs.
14. This Contract is contingent upon the continued or recurring funding of an SRO by the North Carolina General Assembly and is further contingent upon the approval by the governing board of the LLEA in approving the school resource officer positions which this Contract sets out.
15. This Contract may be terminated for cause at any time by either party, if the other party fails to cure any material breach of this Contract within thirty (30) days after being notified of the breach the terminating party. The Contract may be terminated by either party without cause by giving at least ninety (90) days advance written notice to the other party. Should any party terminate this Contract, the City of New Bern shall return to the LBE a pro rata portion of the amounts paid pursuant to paragraph 2 above for each day of early termination.
16. The LLEA shall conduct, pursuant to N.C. Gen. Statute 115C-332.1, an annual check of each of its employees, subcontractors, agents, and other representatives on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry if such employee, subcontractor, agent, and other or other representative will be on the LBE's property pursuant to this contract. The LLEA shall conduct this check on each of its employees, subcontractors, agents, and other representatives prior to permitting such employee, subcontractor, agent, or other representative to perform work under Contract or enter the LBE's school campus or other school property. LLEA will prevent any of its employees, subcontractors, agents, and other representatives who are listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry from having direct interaction with students.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract by authority of the governing board of each party in duplicate originals, one copy of which is retained by each of the parties hereto.

Date: _____

LBE:

CRAVEN COUNTY BOARD OF EDUCATION
David E. Hale, Chairman

ATTEST:

Dr. Meghan S. Doyle, Superintendent

LLEA:

CITY OF NEW BERN
Dana E. Outlaw, Mayor

ATTEST:

Brenda Bianco, City Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

LBE:

Denise Altman, CPA, CSBD, Finance Officer

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for the State and County above, do hereby certify that Dr. Meghan S. Doyle personally came before me this day and acknowledged that she is Secretary of CRAVEN COUNTY BOARD OF EDUCATION, a statutory corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by Dr. Meghan S. Doyle, as its Secretary.

WITNESS my hand and notarial seal, this the _____ day _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of February, 2020, 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 notarial seal, this the _____ day of February 2020.

NOTARY PUBLIC

My Commission Expires: _____

AGENDA ITEM COVER SHEET

Agenda Item Title:

2020 SRO Contract for JT Barber Elementary School and Oaks Road Academy/Aspire School

Date of Meeting: 2/25/2020	Ward # if applicable:
Department: Police	Person Submitting Item: Toussaint E. Summers, Jr.
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Seeking approval by signing 2020 SRO Contract for JT Barber and Oaks Road Academy/Aspire Schools. Contract dates January 2020 through December 2020.
Actions Needed by Board:	Approve 2020 SRO Contract by signing.
Backup Attached:	Memo to Mayor and BOA, SRO Contract, Resolution

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input 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 been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

Police and Community come together here.



Toussaint E. Summers, Jr.
Chief of Police

TO: Mayor Outlaw and the Board of Aldermen
FROM: Toussaint E. Summers, Jr., Chief of Police
SUBJECT: Signing Entity for the School Resource Officer Contract
DATE: February 6, 2020

The New Bern Police Department is respectfully requesting the approval of 2020 School Resource Officer Contract with the Craven County Board of Education. The contract will provide School Resource Officers at JT Barber Elementary School and Oaks Road Academy/Aspire School from January 2020 through December 2020.

It is recommended that the Board of Aldermen approve the aforementioned contract.

TES/mjp



A Nationally Accredited Agency

RESOLUTION

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

That the School Resource Officer Contract for the period of January 1, 2020 to December 31, 2020, by and between the Craven County Board of Education 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 25TH DAY OF FEBRUARY 2020.

Dana E. Outlaw, Mayor

Brenda E. Blanco, City Clerk

NORTH CAROLINA

Craven County

City of New Bern
SCHOOL RESOURCE OFFICER CONTRACT

THIS CONTRACT is made and entered into effective as of January, 2020, by and between CRAVEN COUNTY BOARD OF EDUCATION (hereinafter Local Board of Education or "LBE"), a body corporate of North Carolina with its principal office in Craven County, North Carolina, and the CITY OF NEW BERN (hereinafter Local Law Enforcement Agency or "LLEA"), with its principal office in New Bern, Craven County, North Carolina.

WITNESSETH:

WHEREAS, LBE desires to contract with LLEA to provide two (2) School Resource Officers (SROs), one each at JT Barber Elementary School and Oaks Road Academy Elementary School (80%)/Aspire (20%) ("schools"), for the period from January 1, 2020 through December 31, 2020, including appropriate summer programs, if any, who will: provide security for schools the entire time school is in session or school activities are taking place, whether under a traditional school calendar, year-round calendar, or summer school program; provide security at school sponsored extra-curricular activities held at school after the student instructional day, including, but not limited to, PTA meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts; participate with and mentor students in educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies; participate in crisis planning and management; participate in and assist with training and preparation in response to violent crime incidents with the schools; diligently patrol the school grounds for suspicious activity and investigate as needed; act swiftly and cooperatively with school staff when responding to school disruptions, acts of violence and criminal offenses at the schools, including, but not limited to, the crimes that must be reported by the principal to law enforcement personnel listed in NCGS Sec. 115C-288(g) and disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; receive principal reports of crimes listed in NCGS Sec. 115C-288(g) that occur on campus; cooperate and coordinate with other law enforcement officials in their investigations of criminal offenses which occur on or off campus and that impact the schools; cooperate and coordinate with the District Attorney's Office in their prosecution of criminal offenses which occur on or off campus and that impact the schools; provide traffic control at the beginning and end of the student day at the school to which each SRO is assigned for the safety and protection of students and the general public; maintain a highly visible and mobile law enforcement presence on school grounds while on duty.

NOW, THEREFORE, the parties do hereby agree as follows:

1. SROs and their supervisors shall be employees of the LLEA and not the LBE and shall be subject to the administration, supervision and control of the LLEA, except as such administration, supervision and control are subject to the terms and conditions of this Contract between the LLEA and LBE.
2. LBE will furnish to LLEA funds in the total sum of \$49,500.00 per SRO to offset the cost of salary and related benefits of members of the LLEA who will act as SRO to the schools pursuant to the terms hereinafter expressed.

3. LBE will also furnish for the use of the SRO on the schools' premises an office, telephone, computer and a short wave radio.
4. LLEA will furnish each SRO with an appropriate "marked" law enforcement vehicle and cover all vehicular expenses.
5. Each SRO will be assigned full-time to the schools during the school year and the SRO is expected to work forty (40) hours per week and will be assigned specific duties and responsibilities by the Principal of the schools, subject to the general supervision, rules, and policies of the LLEA. On a typical day, the SROs shall be on duty at an assigned school(s) from approximately thirty (30) minutes before the beginning of the student instructional day until approximately thirty (30) minutes after the end of the students' school day unless modified by mutual agreement between the parties. Any remaining time shall be used to provide after school and/or evening security at school events or other assignments as determined by the Principal, subject to the general supervision, rules and policies of the LLEA.
6. The LLEA, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs and their supervisors. However, the LLEA hereby agrees to consult with and to ask for a non-binding recommendation from the principal in regard to the hiring, evaluation, discipline and termination of the SRO assigned to a particular school.
7. All SROs shall be required by the LLEA to attend annual training and periodic (monthly) briefing sessions. Briefing sessions during the term of this Contract shall be conducted to provide for the exchange of information between the LLEA, SROs and officials of the LBE. Annual training sessions shall provide SROs with training for working in schools, such as updates in school law, as well as basic law enforcement and firearm training. Every effort shall be made to schedule the annual training in the summer, when school is not in session. The LLEA shall allow the LBE to provide training for SROs in LBE policies, regulations, and procedures.
8. A performance review of each SRO will be performed at the end of each school year by the school Principal and submitted in writing to the LLEA.
9. The SRO will appear on campus in uniform at all times. In the event of the necessary absence of the SRO during school hours for non-SRO reasons, another appropriate LLEA Officer will be assigned by the LLEA as a substitute SRO at the schools so that there will be present and on duty at all times an appropriate LLEA Officer at the schools. During the summer months of vacation for the schools, the SRO will be re-assigned to duties to be determined by the LLEA; however, the schools, by action of the Principal, will have access to the SRO's services at all times.
10. In the event of a necessity to remove a student from campus, the SRO shall first notify the Principal, or their designee, unless exigent circumstances or safety reasons require immediate removal of the student. In the event that an SRO must place a student under arrest or call in "backup" for assistance, the SRO shall notify the Principal or designee, as soon as practical.
11. The LLEA will annually provide to the LBE's Finance Officer on or before July 1 of each year during the term of this Contract a detailed list of the SRO's compensation, including the various elements of the same.

12. The LLEA shall purchase and maintain in full force and effect during the term of this Contract one or more general comprehensive liability insurance policies with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the Contract, together with "umbrella" coverage of Two Million Dollars (\$2,000,000.00).
13. The LLEA agrees to hold the LBE, its agents and employees, free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way as a result of the performance of the duties of the SRO or the School Resource Officer Program. The LLEA shall indemnify and hold harmless the LBE, its agents and employees, free from all expense, including attorneys' fees, claims or lawsuits arising out of allegations of unfair or unlawful employment practices brought by SROs.
14. This Contract is contingent upon the continued or recurring funding of an SRO by the North Carolina General Assembly and is further contingent upon the approval by the governing board of the LLEA in approving the school resource officer positions which this Contract sets out.
15. This Contract may be terminated for cause at any time by either party, if the other party fails to cure any material breach of this Contract within thirty (30) days after being notified of the breach the terminating party. The Contract may be terminated by either party without cause by giving at least ninety (90) days advance written notice to the other party. Should any party terminate this Contract, the City of New Bern shall return to the LBE a pro rata portion of the amounts paid pursuant to paragraph 2 above for each day of early termination.
16. The LLEA shall conduct, pursuant to N.C. Gen. Statute 115C-332.1, an annual check of each of its employees, subcontractors, agents, and other representatives on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry if such employee, subcontractor, agent, and other or other representative will be on the LBE's property pursuant to this contract. The LLEA shall conduct this check on each of its employees, subcontractors, agents, and other representatives prior to permitting such employee, subcontractor, agent, or other representative to perform work under Contract or enter the LBE's school campus or other school property. LLEA will prevent any of its employees, subcontractors, agents, and other representatives who are listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry from having direct interaction with students.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract by authority of the governing board of each party in duplicate originals, one copy of which is retained by each of the parties hereto.

Date: _____

LBE:

CRAVEN COUNTY BOARD OF EDUCATION
David E. Hale, Chairman

ATTEST:

Dr. Meghan S. Doyle, Superintendent

LLEA:

CITY OF NEW BERN
Dana E. Outlaw, Mayor

ATTEST:

Brenda Blanco, City Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

LBE:

Denise Altman, CPA, CSBD, Finance Officer

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.**

AUTHORIZED SIGNATURE

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for the State and County above, do hereby certify that Dr. Meghan S. Doyle personally came before me this day and acknowledged that she is Secretary of CRAVEN COUNTY BOARD OF EDUCATION, a statutory corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by Dr. Meghan S. Doyle, as its Secretary.

WITNESS my hand and notarial seal, this the _____ day _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of February, 2020, 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 notarial seal, this the _____ day of February 2020.

NOTARY PUBLIC

My Commission Expires: _____

AGENDA ITEM COVER SHEET

Agenda Item Title:

2019-2020 SRO Contract for New Bern High School, Grover C. Fields MS, HJ McDonald MS

Date of Meeting: 2/25/2020	Ward # if applicable:
Department: Police	Person Submitting Item: Toussaint E. Summers, Jr.
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Seeking approval by signing 2019/20 SRO Contract for NBHS, GCFMS and HJMMS
Actions Needed by Board:	Approve 2019/20 SRO Contract by signing.
Backup Attached:	Memo to Mayor and BOA, SRO Contract

Is item time sensitive? ☒ Yes ☐ No

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

Cost of Agenda Item:

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

Police and Community come together here.



Toussaint E. Summers, Jr.
Chief of Police

TO: Mayor Outlaw and the Board of Aldermen
FROM: Toussaint E. Summers, Jr., Chief of Police
SUBJECT: Signing Entity for the School Resource Officer Contract
DATE: February 6, 2020

The New Bern Police Department is respectfully requesting the approval of 2019/2020 School Resource Officer Contract with the Craven County Board of Education. The contract will provide School Resource Officers at New Bern High School, Grover C. Fields Middle School and H. J. McDonald Middle School for the 2019/2020 school year and appropriate summer programs.

It is recommended that the Board of Aldermen approve the aforementioned contract.

TES/mjp



A Nationally Accredited Agency

RESOLUTION

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

That the 2019/2020 School Resource Officer Contract, by and between the Craven County Board of Education 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 25th DAY OF FEBRUARY 2020.

Dana E. Outlaw, Mayor

Brenda E. Blanco, City Clerk

NORTH CAROLINA
CRAVEN COUNTY

**City of New Bern
SCHOOL RESOURCE OFFICER CONTRACT**

THIS CONTRACT made and entered into this the 1 day of July, 2019, by and between CRAVEN COUNTY BOARD OF EDUCATION, (hereinafter Local Board of Education or "LBE") a statutory corporation of North Carolina with its principal office in Craven County, North Carolina; and the City of New Bern, (hereinafter Local Law Enforcement Agency or "LLEA"), with the principal office in New Bern, Craven County, North Carolina;

WITNESSETH:

WHEREAS, LBE desires to contract with LLEA to provide School Resource Officers (SRO) at New Bern High School (two (2) SROs), Grover C. Fields Middle School and H. J. McDonald Middle School ("schools") for the school year 2019/2020, and appropriate summer programs, if any, who will: provide security for schools the entire time school is in session or school activities are taking place, whether under a traditional school calendar, year round calendar or summer school program; provide security at school sponsored extra-curricular activities held at school after the student instructional day, including but not limited to PTA meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts; participate with and mentor students in educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies; participate in crisis planning and management; participate in and assist with training and preparation in response to violent crime incidents within the schools; diligently patrol the school grounds for suspicious activity and investigate as needed.; act swiftly and cooperatively with school staff when responding to school disruptions, acts of violence and criminal offenses at school, including but not limited to, the crimes that must be reported by the principal to law enforcement personnel listed in NCGS § 115C-288(g) and disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; receive principal reports of crimes listed in NCGS § 115C-288(g) that occur on campus; cooperate and coordinate with other law enforcement officials in their investigations of criminal offenses which occur on or off campus and that impact the schools; cooperate and coordinate with the District Attorney's Office in their prosecution of criminal offenses which occur on or off campus and that impact the schools; provide traffic control at the beginning and end of the student day at the school to which each SRO is assigned for the safety and protection of students and the general public; maintain a highly visible and mobile law enforcement presence on school grounds while on duty.

In addition to providing SROs at the above referenced schools, LBE desires to contract with LLEA to provide a SRO at the Craven Evening Education Center for a period of four (4) hours an evening, the four (4) days each week the Craven Evening Education Center is in session to provide all of the services described above. The LLEA and the LBE acknowledge that there is not on staff a currently unassigned

employee of the LLEA that meets the qualifications for an SRO contained in this Contract, so LLEA will assign one of the four SROs serving the schools above to provide the services described herein to the Craven Evening Education Center. The LLEA and the LBE agree that if overtime is required for the SRO, payment will be in the amount of the SRO's overtime hourly rate. If it is not operationally feasible for LLEA to provide one of the aforementioned SROs at the Craven Evening Education Center, LLEA will provide an appropriate substitute LLEA Officer to perform the duties of the SRO at the Craven Evening Education Center.

NOW, THEREFORE, the parties do hereby agree as follows:

1. SROs and their supervisors shall be employees of the LLEA and not the LBE and shall be subject to the administration, supervision and control of the LLEA at all time, even when on LBE property. The SROs shall respond to the requests and directions of the Principal, subject to the terms of this Contract.
2. LBE will furnish to LLEA funds in the total sum of \$38,975.00 per SRO to offset the cost of salary and related benefits of members of the LLEA who will act as SRO to the schools pursuant to the terms hereinafter expressed. The LLEA will bill the LBE separately for hours worked at the Craven Evening Education Center.
3. LBE will also furnish for the use of the SRO on the schools' premises an office, telephone, computer and a short wave radio.
4. LLEA, will furnish the said SRO with an appropriate "marked" law enforcement vehicle, and vehicular expense.
5. The SRO will be assigned full-time to the schools during the school year, the SRO is expected to work forty (40) hours per week and will be assigned to the specific duties and responsibilities by the Principal of the schools, subject to the general supervision, rules, and policies of the LLEA. On a typical day, the SROs shall be on duty at an assigned school(s) from approximately thirty (30) minutes before the beginning of the student instructional day until approximately thirty (30) minutes after the end of the students' school day unless modified by mutual agreement between parties. Any remaining time shall be used to provide after school and/or evening security at school events or other assignments as determined by the Principal, subject to the general supervision, rules, and policies of the LLEA. The LLEA will bill the LBE for hours worked at the Craven Evening Center for up to four hours per night Monday thru Thursday.

6. The LLEA, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs and their supervisors. However, the LLEA shall agree to consult with and to ask for a non-binding recommendation from the Principal in regard to the hiring, evaluation, discipline and termination of the SRO assigned to a particular school. However, the Principal shall have the right that the services of a particular SRO be terminated at the Principal's school and another SRO be assigned, if the Principal believes that the Principal/SRO relationship, in the discretion of the Principal, cannot be sufficiently repaired.
7. All SROs shall be required by the LLEA to attend annual training and periodic (monthly) briefing sessions. Briefing sessions during the school year shall be conducted to provide for the exchange of information between the LLEA, SROs and school officials. Annual Training sessions shall provide SROs with training for working in schools such as updates in school law, as well as basic law enforcement training and firearm training. Every effort shall be made that Annual Training be scheduled in the summer, not when school is in session. The LLEA shall allow the LBE to provide training for SROs in LBE policies, regulations and procedures.
8. A performance review will be performed at the end of the school year by the Principal and submitted in writing to the LLEA.
9. The SRO will appear on campus in uniform at all times; in the event of the necessary absence of the SRO during school hours for non-SRO reasons, another appropriate LLEA Officer will be assigned by the LLEA as a substitute SRO at the schools so that there will be present and on duty at all times an appropriate LLEA Officer at the schools. During the summer months of vacation for the schools, the SRO will be re-assigned to duties to be determined by the LLEA, unless otherwise agreed to by the LLEA and the LBE; however, the schools, by action of the Principal, will have access to the SRO's services at all times.
10. In the event of a necessity to remove a student from campus, the SRO shall first notify the Principal, or his designee, unless existent circumstances or safety reasons require immediate removal of the student. In the event an SRO must place a student under arrest or call in "backup" or assistance, the SRO shall notify the principal or designee as soon as practical.
11. The LLEA will provide to the LBE's Finance Officer annually on or before July 1 of each year during the term of this Contract, a detailed list of the SRO's compensation, including the various elements of the same.

12. The LLEA shall purchase and maintain in full force and effect during the term of this Contract one or more general comprehensive liability insurance policies with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the Contract, together with "umbrella coverage" of Two Million Dollars (\$2,000,000.00).
13. The LLEA agrees to hold the LBE, its agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the School Resource Officer Program. The LLEA shall indemnify and hold harmless the LBE, its agents and employees free from all expense, including attorneys' fees, claims or lawsuits arising out of allegations of unfair or unlawful employment practices brought by SROs.
14. This Contract is contingent upon the continued or recurring funding of an SRO by the State Legislature and is further contingent upon the approval by the governing board of the LLEA in approving the position which this contract establishes.
15. This Contract may be terminated for cause at any time by either party, if the other party fails to cure any material breach of this Contract within thirty (30) days after being notified of the breach by the party terminating the Contract. The Contract may be terminated by either party without cause by giving at least ninety (90) days advance written notice. Should any party terminate this Contract, the City of New Bern shall return to LBE a pro rata portion of the amounts described in paragraph 2 above for each day of early termination.
16. LLEA shall conduct, pursuant to N.C. Gen. Statute 115C-332.1, an annual check of each of its employees, subcontractors, agents, and other representatives on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry if such employee, subcontractor, agent, or other representative will be on the LBE's property pursuant to this contract. The LLEA shall conduct this check on each of its employees, subcontractors, agents, and other representatives prior to permitting such employee, subcontractor, agent or other representative to perform work under this Contract or enter the LBE's school campus site or other school property. LLEA will prevent any of its employees, subcontractors, agents, and other representatives who are listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry from having direct interaction with students.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract by authority of the governing board of each party in duplicate originals, one copy of which is retained by each of the parties hereto.

THIS INSTRUMENT has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date: _____

LBE: CRAVEN COUNTY BOARD OF EDUCATION
Denise Altman, CPA, CSBD, Finance Officer

LBE: CRAVEN COUNTY BOARD OF EDUCATION
David E. Hale, Chairman

ATTEST:

Dr. Meghan S. Doyle, Superintendent

LLEA: CITY OF NEW BERN
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

LLEA: CITY OF NEW BERN
Mary Hogan, Financial Officer

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for the State and County above, do hereby certify that Dr. Meghan S. Doyle personally came before me this day and acknowledged that she is Secretary of CRAVEN COUNTY BOARD OF EDUCATION, a statutory corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by Dr. Meghan S. Doyle, as its Secretary.

WITNESS my hand and notarial seal, this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of February 2020, 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 notarial seal, this the _____ day of February, 2020.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public in and for the State and County above, do hereby certify that Mary Hogan personally came before me this day and acknowledged that he is the Director of Finance, City of New Bern, New Bern, North Carolina and that the foregoing instrument was signed in his name as Director of Finance.

WITNESS my hand and notarial seal, this the _____ day February, 2020.

NOTARY PUBLIC

My Commission Expires: _____

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Approve a Contract with Fund Development, LLC for Grant-Writing Services

Date of Meeting: 02/25/20	Ward # if applicable:
Department: Administration	Person Submitting Item: Mark Stephens
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City entered into a contract with Fund Development, LLC for grant-writing services during the period of November 2018 – December 2019. That agreement has now expired, and new agreement is proposed for the period of February – December 2020.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, Independent Contractor Agreement, summary of amount paid for services to date, summary of grants received

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 been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Mark A. Stephens, City Manager

DATE: February 14, 2020

SUBJECT: Agreement with Fund Development, LLC for Grant-Writing Services

In November 2018, the City entered into a contract with Fund Development, LLC for grant-writing services. The contract expired in December 2019, and staff is seeking direction as to renewing the contract. Under the initial agreement, Fund Development assisted the City with securing \$855,138.93 in grant funding. A list of those grants and the associated amounts are detailed on the attached summary. The amount paid to Fund Development for its services totaled \$30,770.00.

NORTH CAROLINA
CRAVEN COUNTY

INDEPENDENT
CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this the 25th day of February, 2020, by and between the CITY OF NEW BERN ("City"), a North Carolina municipal corporation, and FUND DEVELOPMENT, LLC ("Contractor"), a North Carolina limited liability company, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, Contractor is in the business of providing grant research and writing services; and

WHEREAS, City desires to engage Contractor to research and write grants for flood relief and mitigation, and economic and community development, and Contractor desires to provide such services to the City upon the terms and conditions contained herein; and

WHEREAS, the Parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Scope of Work. Contractor shall provide the following services to the City:

1.1. Contractor agrees to research and supply a list of appropriate grants pertaining to prioritized projects/programs relating to the City of New Bern and its economic development programs and initiatives. Contractor will provide this list to the City within 60 days of the date of this Agreement ("Research Report"). The Grant Writer will invoice the City of New Bern for hours worked to accomplish said research.

1.2. From the Research Report, Contractor and the City's Community and Economic Development Manager will prioritize the foundations and grants to pursue. Contractor will then be responsible for writing a minimum number of grants mutually agreed upon by the Contractor and the City Manager.

1.3. Contractor will submit all Requests for Proposals ("RFPs") and/or grants to the Community and Economic Development Manager, or a designated City employee for review. A maximum of seven (7) days will be allowed for said review and approval. The Community and

Economic Development Manager or the Director of Development Services must approve all grants that are written and submitted.

1.4. Funds received from grants shall be sent directly to the City by grantors and funding entities. Contractor shall not at any time have control or custody of any funds due the City.

2. Payment for Services Rendered.

2.1. For services rendered pursuant to Section 1.1, City agrees to pay Contractor the sum of eighty Dollars (\$80.00) per hour with the total amount for the research phase not to exceed Five-Thousand Dollars (\$5,000.00). Upon completion of the Research Report and submission to the City, Contractor shall submit an invoice to the City which shall be paid in full within thirty (30) days.

2.2. For services rendered pursuant to Section 1.2, Contractor shall submit a monthly invoice reflecting the hours spent on each grant. City agrees to pay Contractor the sum of eighty Dollars (\$80.00) per hour with the total amount for each grant not to exceed Five-Thousand Dollars (\$5,000.00). The City shall pay each monthly invoice in full within thirty (30) days.

3. Term.

3.1. This Agreement shall commence immediately, and shall continue until the scope of work is complete, and in no event later than December 31, 2020.

3.2. Either Party may terminate this Agreement upon thirty (30) days' prior written notice which may be sent by mail or email to:

Contractor: Fund Development, LLC
Margaret D. Shields, CFRE, President
2347 Chinquapin Road
New Bern, NC 28562
funddevelopment8@msn.com

City: City of New Bern
Mark A. Stephens, P.E., City Manager
300 Pollock Street
Post Office Box 1129
New Bern, NC 28560
stephensm@newbernnc.gov

4. **Independent Contractor.** The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. Contractor is not to be considered an agent or employee of the City for any purpose, and the City is interested only in the results obtained under this Agreement; the manner and means of performing the services are subject to the Contractor's sole control. Contractor shall be responsible for all state, federal, and local taxes, including estimated taxes, social security, disability insurance, if any, and any other similar form of payments, as well as all employment reporting, for the Contractor and any of the Contractor's employees or agents.

5. **Records.** Contractor shall keep full and complete records of all services provided under this Agreement and shall make copies of such records available to the City upon request.

6. **Miscellaneous.**

6.1. This Agreement is personal to each of the Parties hereto and neither Party may assign or delegate any rights or obligations hereunder without first obtaining written consent of the other Party.

6.2. No right or remedy conferred upon or reserved by any of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter legally existing upon the occurrence of any event of default hereunder. Failure of any Party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

6.3. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, exemplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect the Agreement.

6.4. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of North Carolina.

6.5. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and application thereof shall not in any way be affected or impaired thereby.

6.6. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior agreements or understandings, whether written or oral, between or among such Parties relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented as contemplated herein.

6.7. Wherever possible, each provision of this Agreement will be interpreted so that it is valid under the applicable law. If any provision of this Agreement is to any extent invalid under the applicable law, that provision will still be effective to the extent it remains valid. The remainder of this Agreement also will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.

IN WITNESS WHEREOF, City has caused this document to be properly executed by its City Manager, and Contractor has caused this document to be properly executed, all on the day and year first above written.

FUND DEVELOPMENT, LLC

By: _____
Margaret Davis Shields, Manager/President

CITY OF NEW BERN

By: _____
Mark A. Stephens, P.E., City Manager

PRE-AUDIT CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Mary Hogan, Director of Finance

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution approving the sale of property at 2203 Chestnut Avenue owned by the City and Craven County

Date of Meeting: 2/25/2020	Ward # if applicable: 2
Department: Development Services	Person Submitting Item: Brenda Blanco, City Clerk
Call for Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution to approve the sale of City/County owned property at 2203 Chestnut Avenue to Johnny Laughinghouse
Actions Needed by Board:	Adopt resolution
Backup Attached:	Resolution and Deed

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: February 14, 2020

SUBJECT: Sale of 2203 Chestnut Avenue

On December 10, 2019, the Board voted to initiate the upset bid process after receiving an initial offer of \$375.00 for the purchase of 2203 Chestnut Avenue. After advertising the offer, an upset bid of \$450.00 was received. The tax value of the vacant 0.06-acre lot is \$750.00, and this final offer exceeds 50% of that value. The property was acquired jointly by the City and County through tax foreclosure in May of 2019. The Commissioner's Deed states the taxes, interest and penalties due to the City at the time of the foreclosure were \$556.45, and the City contributed \$480.99 toward the cost of the foreclosure proceeding.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County identified as 2203 Chestnut Avenue, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was in the sum of \$375.00, and said offer was advertised as required by said statute; and

WHEREAS, an increased bid of \$450.00 was received from Johnny Laughinghouse and was advertised as required by statute; that no further increased bids were received; and

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

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

Section 1. That the last and highest bid of Johnny Laughinghouse in the sum of \$450.00 for said parcel identified as 2203 Chestnut Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the City's interest in said property.

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

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

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

The western one-half of Lot No. 408 lying and being situated in Number Eight (8) Township, Craven County, North Carolina, in that area known as Pembroke, a map or plot of which is recorded in Map Book 1 at Pages 164 and 165 in the Office of the Register of Deeds of Craven County.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded May 3, 2019 in Book 3569 at Page 529 of the Craven County Registry.

ADOPTED THIS 25th DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel No. 8-037-001
Revenue Stamps: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 25th day of February, 2020, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **JOHNNY LAUGHINGHOUSE**, whose mailing address is Post Office Box 136, Ernul, North Carolina 28527, (“Grantee”);

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

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

CITY OF NEW BERN

(SEAL)

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of February, 2020, 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 seal this the _____ day of February, 2020.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2020, before me personally appeared THOMAS F. MARK, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2020.

Notary Public

My Commission Expires:

EXHIBIT A

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

The western one-half of Lot No. 408 lying and being situated in Number Eight (8) Township, Craven County, North Carolina, in that area known as Pembroke, a map or plot of which is recorded in Map Book 1 at Pages 164 and 165 in the Office of the Register of Deeds of Craven County.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded May 3, 2019 in Book 3569 at Page 529 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

NORTH CAROLINA

CRAVEN COUNTY

OFFER TO PURCHASE AND CONTRACT

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

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

Street Address: 2203 Chestnut Avenue

Subdivision Name: _____

Tax Parcel ID No.: 8-037-001

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3569, Page 0529 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$450.00 and shall be paid as follows:

(a) \$ 40.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 410.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

9. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing.

10. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

11. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials JK, _____ Seller Initials _____

13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

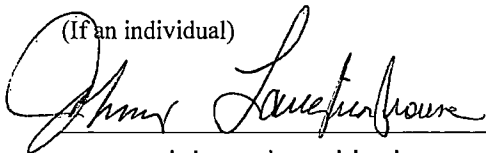
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

 (SEAL)

Name: Johnny Laughinghouse

Date: 01/16/2020

Address: PO Box 136
Ernul, NC 28527

Phone: 252-343-5935

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials JL Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 2/20/2020 11:03:16 AM

Parcel ID : 8-037 -001
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : 2203 CHESTNUT AVE
Description : 408 PEMBROKE
Lot Description :



Subdivision : PEMBROKE

Assessed Acreage : 0.061 **Calculated Acreage :** 0.060
Deed Reference : 3569-0529 **Recorded Date :** 5 3 2019
Recorded Survey : 5-2-
Estate Number :
Land Value : \$750 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$750
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/3/2019	ROBINSON, WILLIAM JAMES HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,500
1/1/1969	ROBINSON, WILLIAM JAMES	ROBINSON, WILLIAM JAMES HRS	MULTI-PARCEL- SALE*	\$0

List of Improvements to Site

No improvements listed for this parcel

