CITY OF NEW BERN BOARD OF ALDERMEN MEETING JUNE 22, 2021 – 6:00 P.M. WEST NEW BERN RECREATION CENTER 1225 PINETREE DRIVE

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

Consent Agenda

- 3. Consider Adopting a Resolution Closing the 200-300 blocks of Belle Oaks Drive for a Belle Oaks Neighborhood Block Party.
- 4. Consider Adopting a Resolution Closing the 1600 Block of Lincoln Street for the Fisher Family Reunion.
- 5. Approve Minutes.

- 6. Consider Adopting Fiscal Year 2020-21 Final Budget Ordinance Amendment.
- 7. Consider Adopting an Ordinance Amending the Entitlement Cities Community Development Block Grant ("CDBG") Fund.
- 8. Consider Adopting a Resolution Approving a Lease Agreement with Promise Place for 408 Hancock Street.
- 9. Consider Adopting a Resolution Approving a Lease Agreement with Habitat for Humanity of Greater New Bern for 920 George Street.
- 10. Consider Adopting a Resolution Approving a Lease Agreement with State Employees Credit Union for the ATM in the Parking Lot at 302 Craven Street.
- 11. Consider Adopting a Resolution for the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission.
- 12. Consider Adopting a Resolution to Initiate the Upset Bid Process for 125 Hillmont Road.
- 13. Consider Adopting a Resolution to Initiate the Upset Bid Process for 597 Hwy. 55 West.
- 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 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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, Interim City Manager

Date: June 17, 2021

Re: June 22, 2021 Agenda Explanations

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

Consent Agenda

Consider Adopting a Resolution Closing the 200-300 blocks of Belle Oaks Drive for a Belle Oaks Neighborhood Block Party.

(Ward 6) The Belle Oaks Property Owners Association has requested that the 200-300 blocks of Belle Oaks Drive be closed to vehicular traffic on July 4, 2021 from 5 p.m. until 10 p.m. for a neighborhood block party. A rain date of July 5, 2021 has been requested. A memo from Foster Hughes, Director of Parks and Recreation, is attached.

 Consider Adopting a Resolution Closing the 1600 Block of Lincoln Street for the Fisher Family Reunion.

(Ward 5) Reginald Fisher has requested that the 1600 block of Lincoln Street be closed on July 3, 2021 from 10 a.m. until 8 p.m. for a Fisher Family Reunion. A rain date of July 4, 2021 has been requested. A memo from Mr. Hughes is attached.

5. Approve Minutes.

Minutes from the June 08, 2021 regular meeting are provided for review and approval.

6. Consider Adopting Fiscal Year 2020-21 Final Budget Ordinance Amendment.

A final budget ordinance is adopted annually to revise the current year's budget to ensure that all projected expenditures have sufficient budget and to realign the revenues to equal the appropriations. Notably for FY2021-22, the Employee Benefits Fund recognizes a transfer of \$100,000 to the OPEB Fund; the grants fund acknowledges grants rolled from FY2019-20 in the amount of \$749,438 and establishes a budget for the NC Office of Archives and History grant of \$25,000 to support the New Bern Preservation Foundation's King Solomon Lodge project; and finally, the MPO Plan Grant recognizes a total grant allocation of \$206,290 and match of \$41,258. A memo from Mary Hogan, Director of Finance, is attached.

7. Consider Adopting an Ordinance Amending the Entitlement Cities Community Development Block Grant ("CDBG") Fund.

The City receives annual funding as a designated CDBG Entitlement City. The award for FY2021 is \$264,866, and the ordinance amendment recognizes the funds. A memo from Mrs. Hogan is attached.

8. Consider Adopting a Resolution Approving a Lease Agreement with Promise Place for 408 Hancock Street.

(Ward 1) This item was tabled from the June 08, 2021 meeting to allow Alderwoman Harris an opportunity to confirm Promise Place's desire to renew the lease. A letter from Promise Place is attached seeking renewal. Alderwoman Harris may also desire to offer a report on her conversation with Josh Chitalo, Grants/Accounting Manager for Promise Place. The subject property is the site of the old Firemen's Museum, and the term of the lease is for a period of one year at a rate of \$1.00. A memo from Mr. Chiles is attached.

9. Consider Adopting a Resolution Approving a Lease Agreement with Habitat for Humanity of Greater New Bern for 920 George Street.

(Ward 1) This item was also tabled from the June 08, 2021 agenda. Habitat for Humanity of Craven County NC has requested renewal of the lease agreement for a portion of the property located at 920 George Street. The proposed lease term is for a 6-month period that will expire on December 30, 2021, at a rate of \$1.00. A memo from Mr. Chiles is attached.

10. Consider Adopting a Resolution Approving a Lease Agreement with State Employees Credit Union for the ATM in the Parking Lot at 302 Craven Street.

(Ward 1) A lease with the State Employee's Credit Union ("SECU") was approved at the June 08, 2021 meeting for the ATM located in the City's parking lot at 302 Craven Street. SECU requested additional language be added to the lease to, in part, specify that the City maintains the parking lot surrounding the ATM machine and to allow for notice of and a 10-day cure period for any default. The lease term

remains at a period of 12 months beginning July 1, 2021, and at a rate of \$225.00 a month. A memo from Mr. Chiles is attached.

11. Consider Adopting a Resolution for the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission.

(Ward 2) The proposed resolution directs the City Clerk to post a notice of the Governing Board's intent to donate the structure located at 602 Gaston Boulevard on the City's website, and after 5 days, direct the Interim City Manager to execute an agreement for the Redevelopment Commission to accept and relocate the structure from the site. The structure is subsequently to be used for a public purpose. Backup for this documentation will be supplemented prior to or at the meeting.

12. Consider Adopting a Resolution to Initiate the Upset Bid Process for 125 Hillmont Road.

(Ward 5) Hilliard Thompson has submitted an offer of \$7,500 to purchase the vacant, nearly ½-acre lot at 125 Hillmont Road. The tax value of the property is \$15,000, and the offer represents 50% of the value. The property was acquired by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$6,349.65. If the property is sold for the initial bid, the City is projected to receive \$3,244.62 and the County is projected to receive \$4,255.28 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached along with the tax card and pictures of the property.

13. Consider Adopting a Resolution to Initiate the Upset Bid Process for 597 Hwy. 55 West.

(Ward 5) Hilliard Thompson has submitted an offer of \$3,375 to purchase the vacant, .14-acre lot at 597 NC Hwy. 55W. The tax value of the land is \$6,750, and the offer represents 50% of that value. The tax records indicate a value of \$19,570 for a mobile home or structure, but staff has confirmed the property is vacant. The property was acquired by the City and County in September 2017 through tax foreclosure. The unpaid taxes at that time were \$4,851.10. If the property is sold for the initial bid, the City is projected to receive \$140.50, and the County is projected to receive \$3,234.50 from the proceeds. A memo from Mrs. Blanco is attached along with the tax card and pictures of the property.

14. Appointment(s).

- a) Vernon Guion's term on the Community Development Advisory Committee will expire on June 30, 2021. Mr. Guion has expressed interest in continuing to serve in this capacity. Alderman Kinsey is asked to consider a reappointment or make a new appointment for the three-year term.
- b) Dell Simmons' term on the Community Development Advisory Committee will expire on June 30, 2021. Mr. Simmons is not interested in reappointment. Alderman Best is asked to make a new appointment to serve a three-year term.

- c) Alderwoman Harris and Alderman Aster are requested to make appointments to the Police Civil Service Board. Eric Queen and Victor Taylor's terms will expire on June 30, 2021. Appointees serve for two-year terms and are not eligible to serve consecutive terms.
- d) Alderman Kinsey has resigned from the Eastern Carolina Council of Government's Board effective June 09, 2021. A new appointment is needed to fill the remainder of his 2021 term.
- e) Alderman Odham is asked to make an appointment to the Historic Preservation Commission to fill seat 6 previously occupied by George Brake. The new appointee will serve a three-year term that begins on July 1, 2021 and expires June 30, 2024.
- f) Alderman Kinsey is asked to make a new appointment to the Historic Preservation Commission to fill seat 4 previously occupied by Christian Evans. The new appointee will serve a three-year term beginning July 1, 2021 and expiring on June 30, 2024.
- g) Mayor Outlaw is asked to make a new appointment or consider reappointing Joe Klotz to seat 9 on the Historic Preservation Commission. This is a rotating appointment, and Mayor Outlaw is next to make an appointment. Mr. Klotz's term will expire June 30, 2021.
- h) Margie Dunn's term on the Planning and Zoning Board will expire June 30, 2021. Alderwoman Harris is asked to reappoint Ms. Dunn or make a new appointment to serve a three-year term to expire on June 30, 2024.
- i) Gasper "Sonny" Aluzzo's term on the Planning and Zoning Board will expire June 30, 2021. Alderman Aster is asked to reappoint Mr. Aluzzo or make a new appointment to serve a three-year term to expire on June 30, 2024.
- 15. Attorney's Report.
- 16. City Manager's Report.
- 17. New Business.
- 18. Closed Session.
- 19. Adjourn.

AGENDA ITEM COVER SHEET

The state of the s	T 4	FR. 0.4 T	
Agenda	Itam	The state of	a
Agenda	Ittil	TILL	

Consider Adopting a Resolution to close a certain street to vehicle traffic for Belle Oaks Neighborhood Block Party.

Date of Meeting: 6/22/2021 Department: Park & Recreation Call for Public Hearing: □Yes□No		Ward # if applicable: 6		
		Person Submitting Item: Foster Hughes, Interim City Manager Date of Public Hearing:		
Actions Needed by Board:	Adopt the Resolution			
Backup Attached:	Resolution – M	emo – Application – Map - Petition		
Is item time sensitive?	□Voc ⊠No			
		he meeting? Yes No		
in there be advocate.	opponents at t	ne meeting. Lates Lates		
Cost of Agenda Item:				
		been budgeted and are funds available ☐Yes ☐ 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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, Interim City Manager

Request to close certain streets to vehicle traffic for Belle Oaks Neighborhood

Block Party.

Background Information:

Belle Oaks POA has made a request to close the 200-300 blocks of Belle Oaks Drive to vehicle traffic for Belle Oaks Neighborhood Block Party from 5:00 p.m. until 10:00 p.m. on Sunday, July 4, 2021 with a rain date of July 5, 2021.

Recommendation:

Re:

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

RESOLUTION

THAT WHEREAS, Belle Oaks Property Owners Association has requested that the 200-300 blocks of Belle Oaks Drive be closed to vehicular traffic from 5:00 p.m. until 10:00 p.m. on Sunday, July 4, 2021, with a rain date of July 5, 2021, for the Belle Oaks Neighborhood Block Party; and

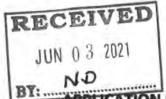
WHEREAS, the Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

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

That the 200-300 blocks of Belle Oaks Drive be closed to vehicular traffic from 5:00 p.m. until 10:00 p.m. on July 4,2021 with a rain date of July 5, 2021 for the Belle Oaks Neighborhood Block Party.

ADOPTED THIS 22nd DAY OF JUNE 2021.

	DANA E. OUTLAW, MAYOR	
BRENDA E. BLANCO, CITY CLERK	=	



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.

<u>Parade</u> – 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.

<u>Public Assembly</u> – 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: Belle Oaks Neighborhood Block Party				
Organization Name: Belle Oaks POA Responsible Contact: Travis Oakley				
City: New Bern State: NC Zip code: 28562				
Phone: 252.639.1858 Alternate Phone:				
Email: trvs_oakley@yahoo.com				
Type of Event: □ Demonstration ■ Festival □ Parade Proposed Rain Date: 7/5/2021				
Event Set up time: 5:00 PM Event Tear Down Completed Time: 10:00 PM Event End Time: 9:30 PM	30			
What is the specific location and/or route of the proposed event? (Attach additional information if needed) Belle Oaks Drive from 205 Belle Oaks Drive to the traffic circle in the back of the development.				
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) Fun and fellowship between neighbors within the development.				
400	1			
Fattendance: 120 ; 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 # 3 Sizes 10 X 10 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 # 0 trash cans. We will provide our own bags & dispose of any trash generated ourselves.				
■ We will provide our own bags at 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,				

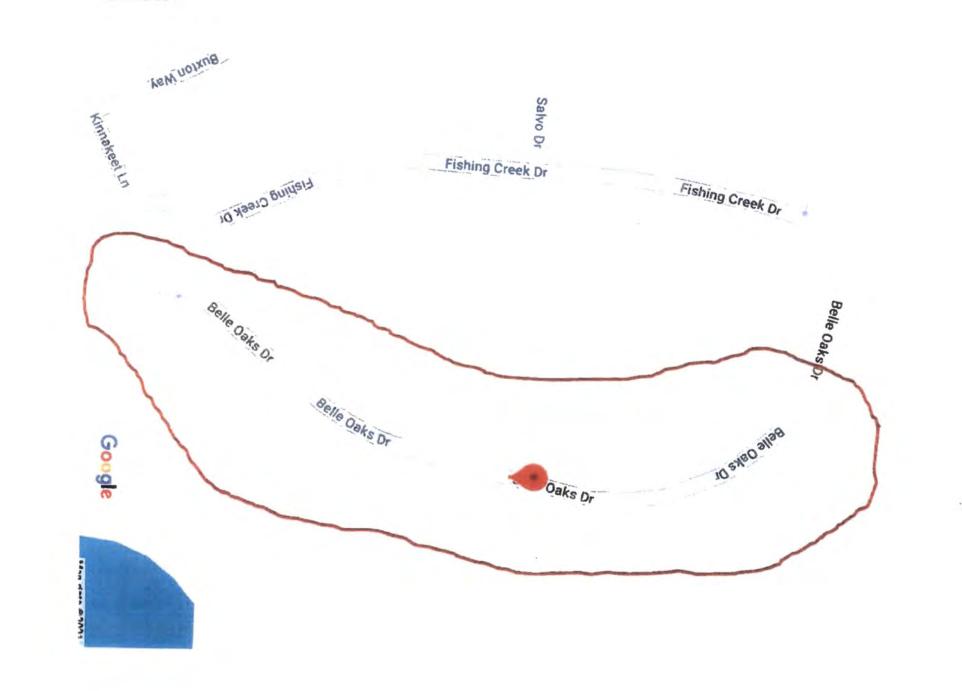
including the cost of labor, and materials (bags, etc.) used.

		ng to close? Be specific: the control		
°If yes, a please ca If this ev	90 day notice and application is II NCDOT Office at 252-439-2816	i. The State Road/Bridge Closure per , vehicles, placards, loud speaken	mit must be atta	No roads or bridges. For additional information of the control of
Will Fo	od Vendors or Commerce swered YES, Additional Fees applications are required and ailed map — including the local on of Signatures — of business wing items are required with cate of Insurance — Listing the fall food/commercial/non-pro-	cial/Non-Profit vendors be by. A detailed list of all vendors is reg must be attached at the time of ation, route with beginning and en- arresidents affected — If roads are hin two (2) business days of the en- e City of New Bern, PO Box 1129, offit vendors.	part of this e uired.) Application: ading point and closed. event or event	street names included.
l attest the that this of Those char understan to indemn	pplication must be submitted wi rges include set-up tear down tin d that failure to provide the requ	his group/organization to request the th full details and attachments. I und ne for staff, rental of barricades, Pub rested information within the specifie New Bern, its departments, agents, o	derstand that add lic Safety, Trash o ed timelines shall	ditional fees and charges may be incurred collection, damages, etc. I further result in application being denied. I agreals als and volunteers for any injury, illness of
l attest the that this a Those cha understan to indemn damage to	at I am authorized on behalf of the pplication must be submitted with a pplication must be submitted with a person of the failure to provide the requirity and hold harmless the City of a person or property during this of the failure to property during the submit of the failure to provide the requirement of the failure to provide the fa	this group/organization to request the th full details and attachments. I und me for staff, rental of barricades, Pub- vested information within the specific New Bern, its departments, agents, or activity. Althod with Application:	derstand that add lic Safety, Trash o ed timelines shall employees, officie	ditional fees and charges may be incurred collection, damages, etc. I further result in application being denied. I agrals and volunteers for any injury, illness of Total Anticipated Charge Barricades:
l attest the that this a Those cha understan to indemn damage to	at I am authorized on behalf of the pplication must be submitted with a pplication must be submitted with a person of the failure to provide the requirity and hold harmless the City of a person or property during this of the failure to property during the submit of the failure to provide the requirement of the failure to provide the fa	this group/organization to request the th full details and attachments. I und me for staff, rental of barricades, Pub- vested information within the specific New Bern, its departments, agents, or activity. Altitud with Audication: d/or festival layout we is requested)	derstand that add lic Safety, Trash o ed timelines shall employees, officie	ditional fees and charges may be incurred to the control of the co
l attest the that this of Those cha understan to indemn damage to	at I am authorized on behalf of the pplication must be submitted with a pplication must be submitted with a person of the failure to provide the requirity and hold harmless the City of a person or property during this of the failure to property during the submit of the failure to provide the requirement of the failure to provide the fa	his group/organization to request the th full details and attachments. I und ne for staff, rental of barricades, Pub- vested information within the specific New Bern, its departments, agents, or activity. Attack with Austication: d/or festival layout ure is requested) & Public Safety Plan (if attendance is 1,00	derstand that add lic Safety, Trash o ed timelines shall employees, officie	ditional fees and charges may be incurre collection, damages, etc. I further result in application being denied. I agrals and volunteers for any injury, illness of Total Anticipated Charges Barricades:
Authorize All docum	at I am authorized on behalf of the pplication must be submitted with a pplication must be submitted with a provide set-up tear down the did that failure to provide the requirity and hold harmless the City of a person or property during this of the failure the submit of the failure that submit the submit of the failure that a submit of the failure that a submit of the failure that the the f	this group/organization to request the third details and attachments. I und the for staff, rental of barricades, Public steel information within the specific New Bern, its departments, agents, activity. Althor with Amelication: d/or festival layout ure is requested) & Public Safety Plan (if attendance is 1,00)	derstand that add lic Safety, Trash of ed timelines shall employees, official 0 or more)	result in application being denied. I agricults and volunteers for any injury, illness of Total Anticipated Charge Barricades: #

Notice of Street Closure

Belle Oaks Drive (from 205 to 323) will be closed on July 4, 2021 from 5:00 PM—10:00 PM for the Belle Oaks Neighborhood Block Party. The following homes will be affected by the street closure and approve.

2 021	6
204 Belle Oaks Drive	
205 Belle Oaks Drive Brown / Con	
300 Belle Oaks Drive	
302 Belle Oaks Drive Jawel Lanaway	
303 Belle Oaks Drive	
304 Belle Oaks Drive JAMMOM CI HOUGHAR	
305 Belle Oaks Drive	
306 Belle Oaks Drive	
307 Belle Oaks Drive Jane Kobinson	
308 Belle Oaks Drive fact Jam Weter	
309 Belle Oaks Drive Molert A. Bacan	
310 Belle Oaks Drive Christing for	
311 Belle Oaks Drive Evelyn Kelly	
312 Belle Oaks Drive Boeft Pring	
313 Belle Oaks Drive Syam Olestz	
314 Belle Oaks Drive	
315 Belle Oaks Drive Lus an Albunfield	
317 Belle Oaks Drive	
319 Belle Oaks Drive	
321 Belle Oaks Drive hyper Blayer	
323 Belle Oaks Drive Alexia Buyaes	
//	



AGENDA ITEM COVER SHEET

Agenda	Itam	Title.
Agenua	Ittil	I ILIC.

Consider Adopting a Resolution to close a certain street to vehicle traffic for Fisher Family Reunion Celebration.

Date of Meeting: 6/22/2021 Department: Parks & Recreation Call for Public Hearing: □Yes⊠No		Ward # if applicable: 5 Person Submitting Item: Foster Hughes, Interim City Manager Date of Public Hearing:					
				Lincoln Street t		mily has made a request to close the 1600 block o to vehicle traffic for the Fisher Family Reunion m 10:00 a.m. until 8:00 p.m. on Saturday, July 3,	
				Actions Needed by Board:	2021 with a rain date of July 4, 2021. Adopt the Resolution		
Backup Attached: Resolution – M		emo – Application – Map - Petition					
Is item time sensitive?	∐Yes ⊠No						
Will there be advocates	s/opponents at t	the meeting? \Begin{aligned} \text{Yes} \Box \text{No} \end{aligned}					
Cost of Agenda Item:							
If this requires an expe and certified by the Fir		been budgeted and are funds available Yes 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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, Interim City Manager

Re: Request to close a certain street to vehicle traffic for the Fisher Family Reunion

Celebration.

Background Information:

The Fisher Family has made a request to close the 1600 block of Lincoln Street to vehicle traffic for the Fisher Family Reunion celebration from 10:00 a.m. until 8:00 p.m. on Saturday, July 3, 2021, with a rain date of July 4, 2021.

Recommendation:

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

RESOLUTION

THAT WHEREAS, Reginald Fisher has requested the 1600 block of Lincoln Street be closed to vehicular traffic on Saturday, July 3, 2021, from 10:00 a.m. until 8:00 p.m. with a rain date of July 4, 2021, for the Fisher Family Reunion; 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 1600 block of Lincoln Street be closed to vehicular traffic from 10:00 a.m. until 8:00 p.m. on July 3,2021 with a rain date of July 4, 2021, for the Fisher Family Reunion.

ADOPTED THIS 22nd DAY OF JUNE 2021.

	DANA E. OUTLAW, MAYOR	
BRENDA E. BLANCO, CITY CLERK		

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.

<u>Public Assembly</u> – 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:Fisher	; Fisher Family Reunion		
Organization Name: Fisher F	amily		
Responsible Contact: Reginald			
Address: 1603 Lincoln Street			
City: New Bern	State: NC	Zip code: 285	60
Phone:252-670-2012 Email:	Alternate Phone:	252-670-2162	
Luis 2 2021	monstration DFesti	val Parade oposed Rain Date:	July 4, 2021
Event Set up time: 10;00 am Event Start Time: 3;00 pm	Event Tear Do	wn Completed Time: e: 1:00	g;00 pm
What is the specific location and/or 1600 Block Lincoln Street.	그 아이보다 그렇게 그렇다면 5이 뭐 아래 가게 하다.		onal information if needed)
lote: A detailed map of the proposed route as nust include the aerial overview with location n	narked. Festivals/Events requi	re detailed aerial map with	complete layout.
What is the purpose of this event? Family Reunion	Please be detailed in your o	description - (Attach addit	ional information if needed,
Estimated attendance: 30 Peo Note: If more than 1,000 in attendance is exp at the following link: http://www.newbernnc.e	ected 1) Proof of Crowd Managery tov/departments/fire_departm	ger Training Certification is ent/crowd manager training	<u>required</u> . Training is available ng.php 2) Public Safety Plan is
ents # 1 Sizes 20x20 Prov	ide additional info as needed (Note		
low will you handle trash generate Ve are requesting # trash cans.			
We will provide our own bags & dispose We request that City Staff dispose of all I			he charged for this service

including the cost of labor, and materials (bags, etc.) used.

Are you requesting any City of New Bern Street Closures? Any street closures require approval of the Board of Aldermen. Street closures must be receive 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: 1600 Block of Clark and Carver Street	of Lincoln Street between
Are you requesting any State Road or Bridge closures?	⊠No
If yes, a 90 day notice and application is required by the NCDOT for in order to consider state rollease call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attact this event includes the use of floats, vehicles, placards, loud speakers, or mechanical	eads or bridges. For additional information, ned to this application.
etailed explanation of their use, purpose and number.	
Will Inflatables or other Play features be part of this event? □XYes □	No (Additional insurance may be required,
VIII Food Vendors or Commercial/Non-Profit vendors be part of this expression of the second vendors of the second 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 the second vendors.	vent? □Yes ⊠No
Petition of Signatures – of business/residents affected – If roads are closed.	
he following items are required within two (2) business days of the event or event s Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC a	hall be cancelled: es "Additional Insured".
List of all food/commercial/non-profit vendors.	a radional master
attest that I am outhorized on behalf of this group/organization to request the permit for the ac-	tivities prescribed herein. I understand
attest that I am authorized on behalf of this group/organization to request the permit for the author that this application must be submitted with full details and attachments. I understand that add those charges include set-up tear down time for staff, rental of borricades, Public Safety, Trash of inderstand that failure to provide the requested information within the specified timelines shall to indemnify and hold harmless the City of New Bern, its departments, agents, employees, official	tional fees and charges may be incurred. ollection, damages, etc. I further result in application being denied. I agree
attest that I am authorized on behalf of this group/organization to request the permit for the or that this application must be submitted with full details and attachments. I understand that add those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash or inderstand that failure to provide the requested information within the specified timelines shall to to indemnify and hold harmless the City of New Bern, its departments, agents, employees, official famage to person or property during this activity.	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree its and volunteers for any injury, illness or
attest that I am authorized on behalf of this group/organization to request the permit for the act hat this application must be submitted with full details and attachments. I understand that add those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash a understand that failure to provide the requested information within the specified timelines shall to indemnify and hold harmless the City of New Bern, its departments, agents, employees, official famage to person or property during this activity. The following items must be submitted with Application: Completed & Signed Application	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree ls and volunteers for any injury, illness or
attest that I am authorized on behalf of this group/organization to request the permit for the or that this application must be submitted with full details and attachments. I understand that odd those charges include set-up tear down time for staff, rental of borricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall a indemnify and hold harmless the City of New Bern, its departments, agents, employees, official famage 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)	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree its and volunteers for any injury, illness or Total Anticipated Charges
attest that I am authorized on behalf of this group/organization to request the permit for the orthogonal process includes a submitted with full details and attachments. I understand that add those charges include set-up tear down time for staff, rental of borricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall it to indemnify and hold harmless the City of New Bern, its departments, agents, employees, official family of the 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)	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree its and volunteers for any injury, illness or Total Anticipated Charges
attest that I am authorized on behalf of this group/organization to request the permit for the orthogonal process and in the process include set-up tear down time for staff, rental of barricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall to indemnify and hold harmless the City of New Bern, its departments, agents, employees, official famage 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) Maynay Maynay Cold 1991 2021	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree its and volunteers for any injury, illness or Total Anticipated Charges Barricades: #
attest that I am authorized on behalf of this group/organization to request the permit for the orthogonal process includes a submitted with full details and attachments. I understand that odd those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall be indemnify and hold harmless the City of New Bern, its departments, agents, employees, official 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 Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more) **Detailed Completed Signature** Object 199 2021	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree its and volunteers for any injury, illness or Total Anticipated Charges Barricades: #
attest that I am authorized on behalf of this group/organization to request the permit for the orthogonal process includes a submitted with full details and attachments. I understand that odd those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall be indemnify and hold harmless the City of New Bern, its departments, agents, employees, official 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 Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more) **Detailed Completed Signature** Object 199 2021	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree is and volunteers for any injury, illness or Total Anticipated Charges Barricades: #
□ 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) **Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree Is and volunteers for any injury, illness or Total Anticipated Charges Barricades: # \$ Trash Collection: \$ City Staff: # Vendor Fees # \$
attest that I am authorized on behalf of this group/organization to request the permit for the outstand this application must be submitted with full details and attachments. I understand that odd Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash of understand that failure to provide the requested information within the specified timelines shall be indemnify and hold harmless the City of New Bern, its departments, agents, employees, official 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. Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more) Authorized Signature All documents have been provided and this application is recommended for approval Administrative Support Supervisor Date	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree is and volunteers for any injury, illness or Total Anticipated Charges Barricades: #
attest that I am authorized on behalf of this group/organization to request the permit for the outstand this application must be submitted with full details and attachments. I understand that odd Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall be to indemnify and hold harmless the City of New Bern, its departments, agents, employees, official damage to person or property during this activity. The following items must be submitted with Application: Completed & Signed Application Petition of signatures (if road closure is requested) Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more) Authorized Signature Date Administrative Support Supervisor Date This application has been approved.	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree Is and volunteers for any injury, illness or Total Anticipated Charges Barricades: # \$ Trash Collection: \$ City Staff: # Vendor Fees # \$
attest that I am authorized on behalf of this group/organization to request the permit for the outstand this application must be submitted with full details and attachments. I understand that odd Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall be indemnify and hold harmless the City of New Bern, its departments, agents, employees, official 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) Authorized Signature	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree Is and volunteers for any injury, illness or Total Anticipated Charges Barricades: #
attest that I am authorized on behalf of this group/organization to request the permit for the orthat this application must be submitted with full details and attachments. I understand that odd Those charges include set-up tear down time for staff, rental of borricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall be indemnify and hold harmless the City of New Bern, its departments, agents, employees, official damage to person or property during this activity. The following items must be submitted with Application: Completed & Signed Application Petition of signatures (if road closure is requested) Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more) Authorized Signature Authorized Signature All documents have been provided and this application is recommended for approval Administrative Support Supervisor Date This application has been approved. Chartest All documents have been approved. This application has been approved. But Have HOA's been notified? We have HOA's been notified? Wes No Spoke with:	tional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree is and volunteers for any injury, illness or Total Anticipated Charges Barricades: #
attest that I am authorized on behalf of this group/organization to request the permit for the orthat this application must be submitted with full details and attachments. I understand that odd Those charges include set-up tear down time for staff, rental of borricades, Public Safety, Trash or understand that failure to provide the requested information within the specified timelines shall be indemnify and hold harmless the City of New Bern, its departments, agents, employees, official 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) Mathorized Signature	itional fees and charges may be incurred. collection, damages, etc. I further result in application being denied. I agree is and volunteers for any injury, illness or Total Anticipated Charges Barricades: #

PETITION OF SIGNATUTES OF RESIDENTS
1 Smith Family 1601 Lincoln Street
Francis/ Parker Family 1602 Street (VACANT/RESIDES OUT OF TOWN)
3 Fisher Family 1603 Lincoln Street Meguate Task
4 McCoy Family 1610 Lincoln Street Cheslung SWO
Shann Newst 6 Aulander Family 1819 Lincoln Street
7 Daniels Family 1621 Lincoln Street (VACANT RESIDES OUT OF TOWN)

1602

1610

Francis

Мссоу

1600 Lincoln St,

New Bern, NC 28560

1601

1619 1621

1615

1603

Alexander

Fisher

Daniels

Nesmith

Smith

CARVICE SI

WARK AVE

1610

Mccoy

1602

Francis

1621 1619

1615

Lincoln St

Alexander

Daniels

Nesmith

1600 Lincoln St, New Bern, NC 2856

1603

1601

Fisher

Smith

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider adopting an amendment to the FY 2020-21 annual adopted budget.

Date of Meeting: 06/22/2021 Department: Finance Call for Public Hearing: □Yes⊠No		Ward # if applicable: Person Submitting Item: Mary M. Hogan, Director of Finance Date of Public Hearing:				
				Explanation of Item:		ng an amendment to the FY 2020-21 annual adopted
				Actions Needed by Board:	Adopt ordinance amendment.	
Backup Attached: Memo, Ordinan		ce Amendment				
Is item time sensitive?	⊠Yes □No					
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No				
Cost of Agenda Item:						
If this requires an expe and certified by the Fin		een budgeted and are funds available ☐Yes ☐ No				

Additional Notes:



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

FROM: Mary M. Hogan - Director of Finance

DATE: June 15, 2021

RE: Amendments to the FY 2020-21 Operating Budget

Background Information

This budget ordinance allows for the budget amendments for Fiscal Year 2020-21 to ensure all projected expenditures have sufficient budget and to realign the revenues to equal the appropriations. The General Fund, Water Fund, Sewer Fund and Electric Fund budgets are amended to meet projected annual year-end revenues and costs. The Employee Benefits Fund recognizes a transfer of \$100,000 to Other Post-Employment Benefits (OPEB) Fund which was adopted May 25, 2021 to account for future OPEB liabilities. The Grants Fund is amended to acknowledge grants that rolled from Fiscal Year 2019-2020 totaling \$749,438. The Grants Fund is also amended to establish the budget for the NC Office of Archives and History grant of \$25,000 supporting the New Bern Preservation and Foundation and King Solomon Lodge which was approved by the Board on September 25, 2020. The MPO Plan Grant recognizes the 2020-21 total grant allocation of \$206,290 including match of \$41,258.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on June 22, 2021.

CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2020-2021

FROM: Mary M. Hogan,	Director of Finance	Meeting Date:	June 22, 2021	

EXPLANATION:

This budget ordinance allows for the budget amendments for Fiscal Year 2020-21 to ensure all projected expenditures have sufficient budget and to realign the revenues to equal the appropriations. The General Fund, Water Fund, Sewer Fund and Electric Fund budgets are amended to meet projected annual year-end revenues and costs. The Employee Benefits Fund recognizes a transfer of \$100,000 to Other Post-Employment Benefits. The Grants Fund is amended to acknowledge grants that rolled from Fiscal Year 2019-2020 totaling \$749,438. The Grants Fund is also amended to establish the budget for the NC Office of Archives and History grant of \$25,000 supporting the New Bern Preservation and Foundation and King Solomon Lodge. The MPO Plan Grant recognizes the 2020-21 total grant allocation of \$206,290 including match of \$41,258.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2020-2021 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule /	A - GENERAL FUND	
Increase:	General Administration	\$ 56,899
	Information Technology	17,060
	Police	590,021
	Parking	17,500
	Fire	203,490
	Parks & Grounds	52,177
	Garage	532,424
	Public Buildings	137,593
	Leaf & Limb	800
	Debt Service	22,201
Decrease:	Governing Board	(18,650)
	Legal	(1,091)
	Special Appropriations	(11,000)
	PEG	(24,218)
	Accounting	(39,064)
	Purchasing & Warehouse	(25,173)
	Human Resources	(86,069)
	Emergency 911 Support	(240)
	Parks & Recreation Admin	(42,489)
	Parks & Recreation Facilities	(124,060)
	Development Services	(46,245)
	Public Works Administration	(37,546)

	Insurance		(22,791)
	Streets		(194,354)
	Stormwater		(11,562)
		\$	945,613
Schedule	C - WATER FUND		
Increase:	Water Resources Administration	\$	18,408
	Water Distribution Maintenance		75,060
	Debt Service		293
Decrease:	Water Treatment		(16,000)
		\$	77,761
Schedule	D - SEWER FUND		
Increase:	Sewer Treatment	\$	25,728
morodoo.	Sewer Collection System Maintenance	Ψ	108,919
	Server Concedion System Maintenance	\$	134,647
Cahadula	E - ELECTRIC FUND		
Increase:	Electric Power Production	•	200 607
increase.	Communications Control	\$	309,687
	Debt Service	2	36,852
Daggagg		\$ \$ \$	3,100
Decrease.	Electric Administration	\$	(10,274)
	Distribution O & M	\$	(49,686)
	Utility Business Office	\$	(191,014)
	Customer and Payment Services	\$	(2,488)
		\$	96,177
	G - EMPLOYEES' BENEFIT INSURANCE FUND		
Increase:			
	Health Insurance Claims	\$	100,000
Decrease:	Transfer to OPEB	1	(100,000)
		\$	
Schedule I	C - GRANTS FUND		
Increase:	Governing Board - SRF	\$	4,500
	Police - SRF		108,466
	Fire - SRF		20,000
	Development Services - SRF		566,472
	Public Works - SRF		50,000
		\$	749,438
Schedule (Q - MPO PLAN GRANT		
Increase:	The state of the s	\$	206,290

Section 2 - Estimated Revenues

Increase:	Non Governmental Revenues	\$ 1,586,071
a tot als you	PEG Revenues	2,548
	Police Revenues	6,766
	Parking Revenues	4,620
	Fire Revenues	7,177
	Parks & Recreation Revenues	16,149
	Parks & Grounds Revenues	62,995
	Development Services Revenues	433,455
	Public Buildings Revenues	12,500
Decrease:	그녀가 되어보다 하게 그리고 아무리의 사람이 사람이 아니라 되었다고 하는데 되는데 하다.	(4,255)
G-281,281231	Streets Revenues	(1,216)
	Stormwater Revenues	(1,208)
	Fund Balance Appropriated	(1,179,989)
	hand a manifel we to man.	\$ 945,613
Schedule	C - WATER FUND	
	Non Departmental	\$ 77,761
Schedule I	O - SEWER FUND	
Increase:	Non Departmental	\$ 134,647
Schedule I	E - ELECTRIC FUND	
Increase:	Non Departmental	\$ 96,177
Schedule I	K - GRANTS FUND	
Increase:	Governing Board - SRF	\$ 4,500
	Police - SRF	108,466
	Fire - SRF	20,000
	Development Services - SRF	566,472
	Public Works - SRF	50,000
		\$ 749,438
Schedule	Q - MPO PLAN GRANT	
Increase:	Development Services - SRF	\$ 165,032
	Transfer from General Fund	41,258
		\$ 206,290

NATURE OF TRANSACTION:

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

APPROVED BY THE BOARD OF ALDERMEN ANI ENTERED ON MINUTES DATED JUNE 22, 2021 AGENDA ITEM NUMBER	
AGENDATTEN NOMBER	
BRENDA E. BLANCO, CITY CLERK	

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider adopting an ordinance amendment to recognize the FY 2021 CDBG Entitlement Grant Award

Date of Meeting: 6/22/2021 Department: Finance Call for Public Hearing: □Yes⊠No		Ward # if applicable:	
		Person Submitting Item: Mary Hogan	
		Date of Public Hearing:	
Explanation of Item:		inance recognizes the CDBG Entitlement award the amount of \$264,866	
Actions Needed by Board:	Adopt Ordinance Amendment		
Backup Attached:	Memo; Budget Ordinance Amendment		
Is item time sensitive?	⊠Yes □No		
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fir		been budgeted and are funds available ☐Yes ☐ 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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

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

FROM: Mary Hogan, Director of Finance

DATE: June 10, 2021

RE: Ordinance Amendment to the Community Development Block Grant

(CDBG) Entitlement Grants Funds

Background

On September 10, 2013 the Board adopted a resolution authorizing the staff to pursue Community Development Block Grant (CDBG) Entitlement City status with the U.S. Department of Housing and Urban Development (HUD), which allows the City to receive funds through an annual allocation rather than having to compete with other small cities and counties for state CDBG funds. The City of New Bern received the Entitlement City status and continues to receive annual funding awards.

Current

The City has been awarded the FY 2021 funds in the amount of \$264,866 and this ordinance amendment establishes the necessary budgets.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on June 22, 2021.

AN ORDINANCE TO AMEND THE GRANT ORDINANCE Entitlement Cities Community Development Block Grant ("CDBG") Fund

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

Section 1. That Section 3 of the Entitlement Cities CDBG Grant Fund Ordinance adopted on August 12, 2014 is hereby amended to recognize subsequent year grant award revenues.

Increase: Grant Revenues \$264,866

Section 2. That Section 4 of the Entitlement Cities CDBG Grant Fund Ordinance adopted on August 12, 2014 is hereby amended to recognize additional appropriations for the grant programs.

Increase: Development Services - SRF \$264,866

Section 3. This amendment shall become effective upon adoption.

ADOPTED, THIS THE 22nd DAY OF JUNE, 2021.

BRENDA E. BLANCO, CITY CLERK

DANA E. OUTLAW, MAYOR

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting resolution approving lease agreement with Promise Place for property located at 408 Hancock Street and owned by the City of New Bern.

Date of Meeting: 6/22/2021 Department: Public Works Call for Public Hearing: □Yes⊠No		Ward # if applicable: 1 Person Submitting Item: George Chiles, Interim Director of Public Works	
		E e la cui e e la cui	Consider adent
Promise Place		For property located at 408 Hancock Street and City of New Bern.	
Actions Needed by Board:	Approve resolution.		
Backup Attached:	Memo Letter of request		
Is item time sensitive?			
Will there be advocate	s/opponents at t	the meeting? Yes No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fir		been budgeted and are funds available Yes No	

Additional Notes: N/A



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road

New Bern, N.C. 28563-1129

Phone: (252) 639-7501 Fax: (252) 636-1848

June 11, 2021

Memo to: Mayor and Board of Aldermen

From: George Chiles, Interim Director of Public Works

Re: Consider adopting resolution approving lease agreement with

Promise Place for the property located at 408 Hancock Street and

owned by the City of New Bern.

Background Information:

This lease came before the Board at its June 08, 2021 meeting and was tabled until June 22, 2021 to allow Alderwoman Harris an opportunity to communicate with Promise Place as to their need to continue the lease. Promise Place, a North Carolina nonprofit corporation, which has their principal office and place of business in the City of New Bern, Craven County, has requested renewal of lease agreement between the City of New Bern and Promise Place for the property located at 408 Hancock Street.

The proposed lease agreement would be effective July 1, 2021, and shall exist and continue until midnight on June 30, 2022, at a rate of \$1.00 per annum during the term of the lease.

Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement. If you have any questions concerning this matter, please feel free to contact me directly.

RESOLUTION

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

BERN:

That the Lease Agreement dated June 22, 2021 by and between the City of New

Bern and Promise Place, 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 in duplicate for and on behalf of the City.

ADOPTED THIS 22ND DAY OF JUNE 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

LEASE AGREEMENT

HIS LEASE AGREEMENT is made and entered into this 22nd day of June 2021, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and PROMISE PLACE ("Lessee"), a North Carolina nonprofit corporation which has its principal office and place of business in the City of New Bern, Craven County, North Carolina.

WITNESSETH:

THAT WHEREAS, the Lessor owns the former New Bern Firemen's Museum located at 408 Hancock Street ("Building"), and surrounding real property more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property"); and

WHEREAS, the Lessor has agreed that the Lessee might use the Property for the purposes stated herein; and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the parties have agreed upon the terms of the Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Property.

TO HAVE AND TO HOLD said Property, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth:

- 1. <u>Description of Property</u>. The term "Property" as used herein shall mean the former New Bern Firemen's Museum located at 408 Hancock Street ("Buildings"), and surrounding real property more particularly described in Exhibit A attached hereto and incorporated herein by reference. Additionally, the Lessor reserves the right to place utility facilities, traffic facilities, railroad facilities, and any other similar equipment upon the Property during the term of this Lease. Should the Lessor need to place, or caused to be placed, such facilities upon the Property, the Lessor shall notify Lessee of the Lessor's intent to do so.
- Term. This Lease shall begin as of the 1st day of July, 2021, and shall exist and continue until midnight on the 30th day of June, 2022.

- Use of Property. The Lessee agrees to utilize the Property for the storage of items to be distributed to the public.
- 4. Rent. As rental for the said Property, the Lessee agrees to maintain the Buildings and Property, as set forth herein, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, the first such payment to be made contemporaneously with the execution of this instrument, and each subsequent annual payment to be made on or before the anniversary date of this instrument.
- 5. <u>Utilities</u>. All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Premises shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, trash removal and telephone services ("Utility Services").
- 6. Repair and Maintenance. During the term of this Lease, the Lessee shall be responsible for maintaining and repairing both the interior and exterior of the Premises so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease.
- 7. Alterations and Improvements. Lessee may only make changes, alterations or improvements to the Buildings and Property with the prior written consent of Lessor. If approved by Lessor, such work shall be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof. Lessee shall make no such change, alteration or improvement which substantially affects the structural integrity of the Buildings or substantially decreases the value of the Buildings. It is expressly agreed that all alterations and additions that are made by Lessee to the Buildings and Property during the term of this Lease shall be and become a permanent part of the real estate and, as such, the property of the Lessor. It is agreed, however, that all personal property placed in and about the Property by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease. All other improvements shall be considered a part of the real estate.
- 8. <u>Insurance</u>. The Lessor shall maintain hazard insurance on the improvements located on the Premises, including contents owned by Lessor, in such amount as Lessor may determine in its sole discretion. Lessor shall carry its own liability insurance in an amount no less than THREE

MILLION DOLLARS (\$3,000,000.00), which shall include the CITY OF NEW BERN as a named insured, and Lessee shall provide Lessor with a Certificate of Insurance.

- 9. <u>Damage or Destruction of Buildings</u>. Should the Buildings be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Property, and, should it elect not to repair or replace, this Lease shall thereupon terminate, unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Property and proceeds to do so within twelve (12) months of the loss.
- 10. <u>Assignment or Subletting</u>. Lessee may assign this Lease or sublet a portion of the Premises only with the prior written consent of Lessor. Any assignment or subletting approved by Lessor shall not operate to release or discharge Lessee from any of the duties or obligations hereunder, except to the extent such duties and obligations are actually performed, unless Lessor agrees otherwise in writing.
- Quiet Possession. Landlord agrees that Tenant shall, upon paying the rent and performing the covenants of this Lease, quietly have, hold and enjoy the Premises during the term of this Lease.
- 12. Events of Default and Remedies. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of ninety (90) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and cancelled and take possession of said Property without prejudice to any other legal remedy it may have on account of such default
- 13. Notices. All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, and shall be deemed delivered or served when deposited in the United States mail, postage prepaid, addressed to Lessee at the address of the Property and to Lessor at the following address:

Landlord Tenant
City of New Bern Promise Place
Attn: Director of Public Works
P.O. Box 1129 1401 Park Avenue
New Bern, NC 28563 New Bern, NC 28560

Either Lessee or Lessor may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

- 14. Indemnification. Lessee shall indemnify Lessor against any liability or expense incurred by Lessor which arises from the use and occupancy of the Buildings and Property by Lessee; provided, however, no such indemnification shall be required with respect to liabilities or expenses incurred by Lessor which arises by reason of the affirmative negligence of Lessor.
- 15. Memorandum of Lease. This Lease shall not be recorded, but Lessee and Lessor, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.
- 16. <u>Entire Agreement</u>. This Lease contains the entire agreement between Lessor and Lessee and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.
- 17. <u>Binding Effect</u>. All the terms and conditions of this Lease shall be binding upon and shall apply and inure to the benefit of the parties hereto, and their heirs, successors, legal representatives and assigns.
- 18. <u>Governing Law</u>. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, all by authority duly given of its Board of Aldermen; and PROMISE PLACE has caused this document to be executed by its President and attested by its Secretary, all by authority duly given by its Board of Directors, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF NEW BERN

[SEAL]	By:
	Dana E. Outlaw, Mayor
ATTEST:	
Brenda E. Blanco, City Clerk	
brenda E. Bianco, City Clerk	
	PROMISE PLACE
[SEAL]	By:
	President
ATTEST:	
Secretary	
NORTH CAROLINA	
CRAVEN COUNTY	
I, hereby certify that on the	, a notary public in and for said county and state, do day of June, 2021, before me personally appeared DANA E.
OUTLAW, with whom I am person.	ally acquainted, who, being by me duly sworn, says that he is the
	NCO is the City Clerk of the City of New Bern, the municipal executed the foregoing instrument; that he knows the common
	that the seal affixed to the foregoing instrument is said common corporation was subscribed thereto by the said Mayor; that the
said common seal was affixed, all by	y order of the Board of Aldermen of said municipal corporation; et and deed of said municipal corporation.
WITNESS my hand and not	arial seal, this day of June, 2021.
	Notary Bublic
My commission expires:	Notary Public

NORTH CAROLINA CRAVEN COUNTY

This is to certify that on the _	with whom I am pe	, 2021, before me personally appeared ersonally acquainted, who, being by me
duly sworn, says that he/she is	President and	
that he/she knows the common sea instrument is said common seal, an	d of said corporation d the name of the co etary, and said common	which executed the foregoing instrument; in; that the seal affixed to the foregoing orporation was subscribed thereto by the ion seal was affixed, all by authority duly said corporation.
WITNESS my hand and nota	rial seal, thisd	lay of, 2021.
My commission expires:	Notary Publi	lic
my commission expires.		

Exhibit A

That certain property located at 408 Hancock Street in the City of New Bern, bearing Craven County parcel number 8-002-D-084, and more particularly described as follows:

Situated in the City of New Bern, Craven County, North Carolina, and on the east side of Hancock Street, adjoining the property formerly belonging to James A. Bryan and others, and being the northern end of Lot Number Two Hundred Fifty-Five (255) in the plan of the City of New Bern, BEGINNING at the line of Hancock Street at the corner of Lots Numbers Two Hundred Fifty-Five (255) and Two Hundred Eighty-Three (283), and running thence South 12° 29' West 48 feet 5 inches parallel with Hancock Street to an iron corner; thence South 77° 33' East 107 feet 6 inches parallel with Broad Street to the line of Lot Number Two Hundred Fifty-Four (254); thence North 12° 29' East 48 feet 5 inches to the line of Lot Number Two Hundred Eighty-Three (283), it being the line of the former James A. Bryan property; thence North 77° 33' West 107 feet 6 inches between Lots Numbers Two Hundred Eighty-Three (283) and Two Hundred Fifty-Five (255) to the point of beginning.

1401 Park Avenue New Bern, NC 28560 Phone: (252) 636-3381

11097 Highway 55 Grantsboro, NC 28529 Phone: (252)745-9439



WWW.PROMISEPLACENC.ORG 24-hour Crisis Line (252) 636-7096

Fax: (252) 636-2278

115 S. Market Street Trenton, NC 28529 Phone: (252) 448-1069

271 Hamilton Drive New Bern, NC 28560 Phone: (252) 633-6197

Date: May 24th, 2021

To: The City of New Bern and the Carven County Commissioners

Re: Lease Renewal for 408 Hancock St

Promise Place is very grateful for the privilege to lease the building at 408 Hancock St for the past few months. We are hereby asking for a renewal of the lease for another year. We have used it as a warehouse to store donated household materials from Amazon and building materials from Ferguson to redistribute to our underserved communities and to share with other community partners to help with rebuilding efforts.

We have given materials to assist Sexual Assault victims and other victims of crime that we serve. Attached is a sample list of the building materials that we have shared with the Craven County Disaster Recovery Alliance/United Way of Coastal Carolina and Habitat for Humanity house building projects. Promise Place has donated building materials to repair the Tried by Fire – Non Profit House for women in recovery that they are repairing. In addition, Promise place has donated loads of household goods to United Way for families still recovering from Hurricane Florence. The warehouse also holds six industrial freezers for our food pantry program that is housed in Craven Terrace. We have distributed more than 850,000,00 pounds of food since last year helping bring food security at household level, especially through this pandemic in collaboration with the Foodbank of Central and Eastern North Carolina.

These ongoing efforts by Promise Place would not be possible without the City of New Bern and the Craven County Commissioners affording us a chance to have this kind of storage. We do not have resources to rent a warehouse with such square footage and it would cause a hardship if the lease ended and strain our efforts.

We ask for your consideration to renew the lease, helping Promise Place deliver on our mission.

Sincerely,

toshua Chitalo

Grants/Accounting Manager

Jenifer Gonzalez

Executive Director











DESCRIPTION	BRAND	STYLE	PART#	COMMENT	CCDRA QTY	HABITAT FOR HUMANITY QTY	TOTAL
Bowl, Tollet	Mirabelle	Key West, Skirted	MIRKW240NSBS	Pairs with MIRKW200NBS	21	В	2
Bowl, Toilet	ProFlo		PF1402T	Pairs with PF2312RWH, PF5114HEWH, PF5114WHM	1	0	
Bowl, Toilet	ТоТо	Pomenade II	C404CUFG#01	Pairs with 1G ST403U 1.0	1	.0	
Fan, Vent	Nu Tone	Premier Quiet	QTXEN080	Bathroom Exhaust	2	0	
Fixture, Light	Park Harbor	Foundations	PHFHL1009BN	Chandeller, GVN	1	0	
Fixture, Light	Park Harbor	Bay Creek	PHFHL1039BN	Wide Chandelier, GXA	0	1	
Fixture, Light	Park Harbor	Foundations	PHFPL1064BN	Pendant, GYV	9	18	2
Fixture, Light	Park Harbor	Penderbrook	PHFVL1001ORB	8" Tall Bathroom Sconce, GUT	0	25	2
Fixture, Light	Park Harbor	Bay Creek	PHFVL1033BN	3 Light, 23" Wide, Bathroom Vanity, GWT	0	9	
Fixture, Light	Park Harbor	Mattox	PHPL6205POSS	5 Light Linear Chandelier, GAU	2	0	
Fixture, Light (Ext)	Park Harbor	Foxfield	PHEL5105BLK	3 Light, 12" wide, outdoor flush mount, GFC	15	0	10
Fixture, Light (Ext)	Park Harbor	Hidden Creek	PHFEL1004ADBR	15" I all Single Head Post Light, GUA	0	17	1
Fixture, Light (Ext)	Park Harbor	Foundations	PHFEL1011ADBR	15" Tall Outdoor Sconce, GUE	20	42	6:
Fixture, Light (Ext)	Park Harbor	Foundations	PHFEL1012ADBR	18" Tall Outdoor Sconce, GUG	9	0	
Fixture, Light (Ext)	Park Harbor	Foundations	PHFEL1012BLK	18" Tall Outdoor Sconce, GUF	6	- 1	
Floor, Shower	ProFlo		PFSB3636WH	36" x 36" shower floor w/S I RN white	1	0	1.7
Repair, Boiler	Weil-McLain		383-500-631	Condensate Neutralizing Kit	9	0	
Sink, Bathroom, Pedestal	American Standard	Cadet	236008.02	8" centers	2 14	0	/
Sink, Bathroom,	American	G.T.					
Undermount	Standard	POP	D20120000.415		1	0	
Sink, Bathroom, Undermount	Signature Hardware	Myers Rectangular	SHU2114WH		4	0	
Sink, Bathroom, Wall Hung	American Standard	Regalyn	4869004.02		1	0	
Sink, Kitchen	Dayton		DSE233211		1		
Sink, Pedestal (Bathroom)	American Standard	Town Square S	297004.02	the first control of the second state of the s	- 1	0	
Tank, Toilet	Mirabelle	Key West	MIRKW200NWH	Pairs with MIRKW240NSWH or MIRK240HWH	131	53	18
Tank, Tollet	Mirabelle	Milazzo	MIRML200WH	Pairs with MIRML240WH	32	51	8:
Tank, Toilet	Mirabelle	Povincetown	MIRPR200WH	Pairs with MIRPR240WH	8	0	-1
Tub, Bath	Kohler			Right Hand Drain	- 1	0	

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting resolution approving lease agreement with Habitat for Humanity for a portion of the property located at 920 George Street and owned by the City of New Bern.

Date of Meeting: 6/22/2021		Ward # if applicable: 1	
Department: Public Works Call for Public Hearing: □Yes⊠No		Person Submitting Item: George Chiles, Interim Director of Public Works Date of Public Hearing: N/A	
		Habitat for Humanity for a portion of the d at 920 George Street.	
Actions Needed by Board:	Approve resolu	tion.	
Backup Attached:	Memo Letter of reques	st	
Is item time sensitive?	⊠Yes □No		
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fir		been budgeted and are funds available Yes No	

Additional Notes: N/A



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129

Phone: (252) 639-7501 Fax: (252) 636-1848

June 16, 2021

Memo to: Mayor and Board of Aldermen

From: George Chiles, Interim Director of Public Works

Re: Consider adopting resolution approving lease agreement with

Habitat for Humanity for a portion of the property located at 920

George Street and owned by the City of New Bern.

Background Information:

This item was tabled from the June 08, 2021 meeting. Mike Williams, Executive Director of Habitat, has confirmed with the City's Assistant Attorney that Habitat is currently using the building and hopes to continue to do so in the future.

As suggested at the Board's last meeting, the proposed lease is for a period of six months and will expire on December 30, 2021. The rate of the lease is \$1.00.

Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement. If you have any questions concerning this matter, please feel free to contact me directly.

Enclosures

RESOLUTION

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

That the Lease Agreement dated June 22, 2021, by and between the City of New Bern and Habitat for Humanity of Greater New Bern NC, 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 in duplicate for and on behalf of the City.

ADOPTED THIS 22nd DAY OF JUNE, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

THIS LEASE AGREEMENT is made and entered into as of the 22nd day of June, 2021, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and HABITAT FOR HUMANITY OF CRAVEN COUNTY NC ("Lessee"), a North Carolina non-profit corporation, which has its principal office and place of business in the City of New Bern, North Carolina, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 920 George Street in the City of New Bern (the "Subject Property"), the same being identified by Craven County tax parcel identification number 8-004-004; and

WHEREAS, the Lessee was chartered for the purpose of creating a nonprofit housing organization to build simple, decent, affordable housing in partnership with people in need; and

WHEREAS, the Lessor has agreed that the Lessee might use a portion of the building located on the Subject Property for storage of construction equipment and materials, said portion being more particularly described herein as the "Premises"; and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises located on the Subject Property, together with reasonable parking and access across the Subject Property to the Premises from public streets. The leased Premises specifically excludes the following: approximately 640 square feet of the northernmost portion of the building separated by a partition wall which is currently being used as a produce market, together with reasonable parking and access to said building from public streets for use by those who frequent the produce market.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth.

- This term of this Lease shall be for a period of six (6) months commencing at 12:01
 a.m. on July 1, 2021, and terminating at midnight on December 30, 2021.
- During the term of this Lease, the Lessee shall be responsible for maintaining and repairing both the interior and exterior of the Premises so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease.
- 3. The Lessor shall maintain hazard insurance on the improvements located on the Premises, including contents owned by Lessor, in such amount as Lessor may determine in its sole discretion. Lessor shall also maintain general liability insurance in such amount as it deems necessary to protect the City of New Bern. The Lessee shall pay to the Lessor on or before October 1, 2021, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, but no more than the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Subject Property, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), so long as the City of New Bern is a named insured therein. In such event, the Lessee shall provide the Lessor with a Certificate of Insurance.
- 4. Should the Premises be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Premises, and, should it elect not to repair or replace, this Lease shall thereupon terminate, (unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Premises and proceeds to do so within ninety (90) days of the loss.
- 5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, with payment to be made contemporaneously with the execution of this Lease.
- The Lessee agrees to utilize the Premises in connection with its mission of building simple, decent, affordable housing in partnership with people in need in the City of New Bern.
- The Lessee shall make no substantial modification of the interior of the improvements located on said Premises without the prior written consent of the Lessor.

- 8. It is expressly agreed that all alterations and additions that are made by Lessee to the Premises during the term of this Lease shall be and become a permanent part of the real estate and, as such, the property of the Lessor. It is agreed, however, that all personal property placed in and about the Premises by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease. All other improvements shall be considered a part of the real estate.
- Lessee shall make timely payment of all utility bills presented to Lessee by the City
 of New Bern.
- Lessee shall not assign this Lease nor sublet any part of the demised property without written consent of the Lessor.
- 11. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and canceled and take possession of said Premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said Premises or sent by certified mail to the Lessee at the following address:

Habitat for Humanity of Craven County NC Post Office Box 1231 New Bern, NC 28563

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, and Lessee has caused this instrument to be executed in its corporate name by its President, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF NEW BERN [SEAL] By: DANA E. OUTLAW, MAYOR ATTEST: BRENDA E. BLANCO, CITY CLERK HABITAT FOR HUMANITY OF CRAVEN COUNTY NC [SEAL] A North Carolina Nonprofit Corporation By: President STATE OF NORTH CAROLINA COUNTY OF CRAVEN , a notary public in and for said county and state, do hereby certify that on the day of June, 2021, 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 BLANCO is the City Clerk of 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 day of June, 2021. Notary Public My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I,	p resident of HABITAT	ersonally appeared FOR HUMANITY	
do so, voluntarily executed the stated therein.			
WITNESS my hand a	and notarial seal, this _	day of	, 2021.
	1-	Notary Public	
My commission expires:			

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting resolution approving lease agreement with State Employee's Credit Union for ATM in parking lot located at 302 Craven Street and owned by the City of New Bern.

Date of Meeting: 6/22/2021		Ward # if applicable: 1	
Department: Public Works Call for Public Hearing: □Yes⊠No		Person Submitting Item: George Chiles, Interim Director of Public Works	
		Date of Public Hearing: N/A	
Explanation of Item:	State Employee	ing resolution approving lease agreement with s's Credit Union for ATM in parking lot located	
	at 302 Craven Street (parcel# 8-002-A-220). The lease approved by the Board on June 08, 2021 did not incorporate some of the changes requested by SECU.		
Actions Needed by Board:	Approve resolu	tion.	
Backup Attached:	Memo		
Is item time sensitive?	⊠Yes □No		
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No	
Cost of Agenda Item:			
		been budgeted and are funds available Yes No	

Additional Notes: N/A



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

June 11, 2021

Memo to: Mayor and Board of Aldermen

From: George Chiles, Interim Director of Public Works

Re: Consider adopting resolution approving lease agreement with State Employee's

Credit Union for ATM in parking lot located at 302 Craven Street and owned by

the City of New Bern.

Background Information:

A one-year lease with the State Employee's Credit Union was approved by the Board at its June 08, 2021 meeting for the ATM that is currently located in the city's parking lot at 302 Craven Street (parcel# 8-002-A-220). The lease agreement covers a period of one-year period from July 1, 2021, to June 30, 2022, at a rate of \$225.00 per month.

SECU has requested additional language in the lease to, in part, specify that the parking lot surrounding the ATM will be maintained by the City of New Bern.

Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement.

Enclosures

RESOLUTION

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

BERN:

That the Lease Agreement dated June 22, 2021, by and between the City of New

Bern and State Employees Credit Union, 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 in duplicate for

and on behalf of the City.

ADOPTED THIS 22ND DAY OF JUNE 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 22nd day of June, 2021, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and STATE EMPLOYEES' CREDIT UNION ("Lessee"), a North Carolina non-profit corporation.

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 302 Craven Street in City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-002-A-220 ("Subject Property"); and

WHEREAS, Lessee is a North Carolina non-profit corporation which was chartered for the express purpose of operating a credit union; and

WHEREAS, the Lessor has agreed that the Lessee may lease a portion of the Subject Property for the operation of an automated teller machine, subject to the terms and conditions established herein, said portion being more specifically described in Exhibit A (the "Premises"); and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the lease; and

WHEREAS, the parties have agreed upon the terms of a one (1) year lease, and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth:

- 1. The term of this Lease shall be for a period of twelve (12) months commencing at 12:01 a.m. on July 1, 2021, and terminating at midnight on June 30, 2022.
- 2. During the term of this Lease, the Lessee shall be responsible for maintaining the Premises and all fixtures located thereon so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease; provided, however, that Lessor shall be responsible for maintaining the parking lot surrounding the Premises and ensuring that the ATM is reasonably accessible. Prior to commencing any repairs to the exterior of the Premises (not to include the ATM), the Lessee shall receive the Lessor's

written authorization to proceed with such repairs. All repairs to the exterior of the Premises initiated by the Lessee shall be completed to the Lessor's reasonable satisfaction. At the expiration of the term of this Lease Agreement, Lessee shall be responsible for removing all fixtures from the Premises and restoring the Premises to a condition consistent with the parking lot located on the Subject Property.

- 3. During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with maximum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to anyone person; Lessee shall also maintain excess liability coverage with a per occurrence limit of One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 4. If the Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume.
- 5. As rental for the Premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of Two Hundred Twenty-five Dollars (\$225.00) per month during the term of the lease, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to City of New Bern, P.O. Box 1129, New Bern, NC 28563.
- 6. The Lessee agrees to utilize the Premises exclusively for the operation of an automated teller machine, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- The Lessee shall make no substantial modification to the exterior of the improvements located on said Premises without the prior written consent of the Lessor.
- 8. If the whole of the Premises, or such portion thereof as will make the Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility

charges as they become due, including those for electricity, gas, water, sewer, and telephone services.

- Lessee shall not assign this Lease nor sublet any part of the demised property without written consent of the Lessor.
- 11. It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (l0) days, Lessor may, at its option, at any time during such default, following notice to Lessee and a ten (10) day cure period, declare this Lease Agreement terminated and canceled and take possession of said Premises, and require the Lessee to remove the structure from the Premises and restore the Premises to their former condition.
- 12. Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the Premises by Lessee.
- 13. Lessee shall be in exclusive control and possession of the Premises, and, except for the gross negligence or willful misconduct of Lessor or its agents or employees, Lessor shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of Lessee. Except to the extent of the gross negligence or willful misconduct of Lessor or its agents or employees, Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the gross negligence, willful misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, or employees.
- 14. If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15. All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

City Of New Bern Post Office Box 1129 New Bern, NC 28563

and to Lessee at:

State Employees' Credit Union Post Office Box 26807 Raleigh, NC 27611

- 16. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18. This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, all by authority duly given of its Board of Aldermen; and STATE EMPLOYEES' CREDIT UNION has caused this document to be executed by its Senior Vice President and attested by its Secretary, all by authority duly given by its Board of Directors, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF NEW BERN

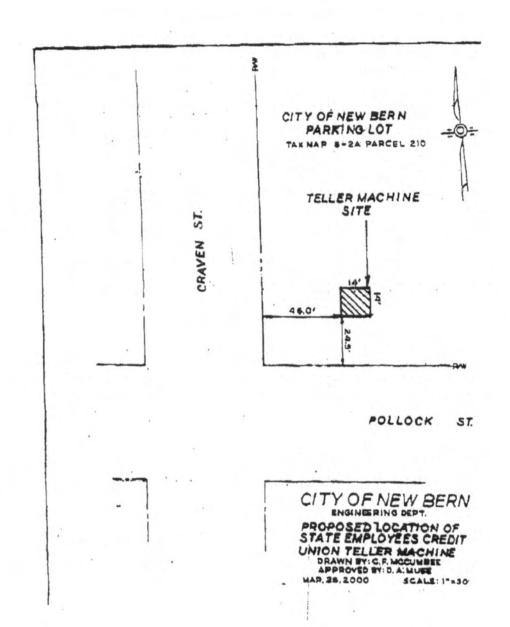
DANA E. OUTLAW, MAYOR
E EMPLOYEES' CREDIT UNION
SENIOR VICE PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

EXHIBIT A

Commencing at the intersection of the eastern right-of-way line of Craven Street with the northern right-of-way line of Pollock Street; thence in a northerly direction along and with the eastern right-of-way line of Craven Street 24.5 feet; thence in an easterly direction parallel with the northern right-of-way line of Pollock Street 46.0 feet to the point of beginning; thence in a northerly direction parallel with the eastern right-of-way line of Craven Street 14.0 feet; thence in a southerly direction parallel with the eastern right-of-way line of Pollock Street 14.0 feet; thence in a westerly direction parallel with the eastern right-of-way line of Craven Street 14.0 feet; thence in a westerly direction parallel with the northern right-of-way line of Pollock Street 14.0 feet to the point of beginning. (See Exhibit B attached hereto.)



AGENDA ITEM COVER SHEET



Agenda Item Title: Consider Adopting a Resolution to Initiate the Upset Bid Process for 125 Hillmont Road

Date of Meeting: 6/22/2021 Department: City Clerk Call for Public Hearing: □Yes⊠No		Ward # if applicable: 5 Person Submitting Item: Brenda Blanco Date of Public Hearing: N/A				
				Explanation of Item:		500 has been received for the purchase of 125 This represents 50% of the tax value.
				Actions Needed by Board:	Consider adopti	ing resolution
Backup Attached:	Memo, resolution, offer to purchase, maps and pictures of the property, tax property card, and estimate of proceeds					
Is item time sensitive?	□Yes ⊠No					
Will there be advocate	s/opponents at t	he meeting? □Yes ☒ No				
Cost of Agenda Item: If this requires an expe and certified by the Fir		peen budgeted and are funds available				

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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: June 11, 2021

SUBJECT: Offer to Purchase 125 Hillmont Road

Hilliard Thompson made an offer to purchase 125 Hillmont Road for \$7,500.00. The tax value of the vacant, nearly ½-acre lot is \$15,000, and the offer represents 50% of the value. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time was \$6,349.65. If the property is sold for the initial bid, the City is projected to receive \$3,244.62 and the County is projected to receive \$4,255.38 from the proceeds.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 125 Hillmont Road, Craven County parcel identification number 8-219-007; and

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

WHEREAS, the City has received an offer to purchase the above-described property in the amount of \$7,500.00, submitted by Hillard Thompson; and

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

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

- Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.
- Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

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

Section 7. The terms of the final sale are:

- (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and
 - (b) The buyer must pay with cash at the time of closing.

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

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

ADOPTED THIS 22ND DAY OF JUNE 2021.

	YY
--	----

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA	OFFER TO PURCHASE AND CONTRACT
CRAVEN COUNTY	
CITY OF NEW BERN, collectively as Seller, upon acceptance of so of land described below (hereafter referred to as the "Property"), upon	
1. REAL PROPERTY: Located in or near the City of New Bo particularly described as: Street Address: 125 Hilmon + Rd Subdivision Name:	ern, Craven County, North Carolina, being known as and more
Tax Parcel ID No.: 6-219-007	
Plat Reference:	267 9 Barry 729 the Courter Courter Barriete
held by Seller until the sale is closed, at which time it will be terminated. In the event this offer is not accepted, then all earns this contract by Seller, all earnest monies shall be refunded to Be by Buyer, then all earnest monies shall be forfeited to Seller up remedies available to Seller for such breach.	nall be paid as follows: ith this offer by a cash bank check certified check to be be credited to Buyer, or until this contract is otherwise properly est monies shall be refunded to Buyer. In the event of breach of Buyer upon Buyer's request In the event of breach of this contract bon Seller's request, but such forfeiture shall not affect any other
(b) S // CONDITIONS: BALANCE of the purchase price in cas	n or readily available funds at Closing.
(a) This contract is not subject to Buyer obtaining financing.	
(b) The Property must be in substantially the same or better condition excepted.	on at Closing as on the date of this offer, reasonable wear and tear
(e) 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 "a	
(e) This contract is subject to the provisions of G.S. §160A-269. It provisions and the rights in others to submit upset bids in accord	
 Title shall be delivered at Closing by QUITCLAIM DEED SPECIAL ASSESSMENTS: Seller makes no warranty or rep 	recentation as to any nending or confirmed governmental special
assessments for sidewalk, paving, water, sewer, or other improvement association special assessments. Buyer shall take title subject to all p	nts on or adjoining the Property, or pending or confirmed owners"
 PAYMENT OF TAXES: Any ad valorem taxes to which the P EXPENSES: Buyer shall be responsible for all costs with respits legal fees. Seller shall pay for preparation of a deed and all other agreement, and for any excise tax (revenue stamps) required by law. EVIDENCE OF TITLE: Not Applicable. 	roperty is subject shall be paid in their entirety by Buyer. bect to any title search, title insurance, recording of the deed, and
8. CLOSING: Closing shall be defined as the date and time of documents and papers necessary in connection with Closing and approval of the sale by Craven County's Board of Commissioners: §160A-269. The deed is to be made to	transfer of title within thirty (30) days of the granting of final and the City of New Bern's Board of Aldermen pursuant to G.S. hall be delivered at Closing.
10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION	ON:
(a) This contract is not subject to inspection, appraisal or investig	ation, as the Property is being bought "as is." Seller makes no
representation as to water, sewer, conditions, title, access, or fitness f (b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THI 11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: I enter upon the Property for any purpose without advance written p indemnify and hold Seller harmless from all loss, damage, claims, suits to any person or property as a result of any activities of Buyer and Buy shall survive this contract and any termination hereof. 12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE HERETO.): None.	E PROPERTY IN ITS THEN EXISTING CONDITION. Buyer and Buyer's agents and contractors shall not have the right to ermission of the Seller. If such permission is given, Buyer will so or costs, which shall arise out of any contract, agreement, or injury yer's agents and contractors relating to the Property. This indemnity
11.1	W. 471.2
River Initials 17 Th	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:	SELLER	
(If an individual)	CRAVEN COUNTY	
Name: Hilrard W Thongson Date: 5/27/2021 Address: 19 tompy Lane 38562 V ANCE BOTO N.C. Phone: (252)671-5563	By: Its: Date:	(SEAL)
(If a business entity)	CITY OF NEW BERN	
By:(SEAL	By:	(SEAL)
Its:	Its:	
Date:	Date:	
Address:		
Phone:		

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 5/28/2021 3:27:00 PM

Parcel ID: 8-219 -007

Owner: CRAVEN COUNTY & NEW BERN-CITY OF

Mailing Address: PO BOX 1128 NEW BERN NC 28563

Property Address: 125 HILLMONT RD

Description: 4 JOHN GARDNER SUB

Lot Description: Subdivision:

Assessed Acreage: 0.452 Calculated Acreage: 0.450

Deed Reference: 3569-0533 Recorded Date: 5 3 2019

Recorded Survey:

Estate Number:

Land Value: \$15,000 Tax Exempt: Yes

Improvement Value: \$0 # of Improvements: 0

Total Value: \$15,000

City Name : NEW BERN Fire tax District :

Drainage District : Special District :

Land use: VACANT-RESIDENTIAL TRACT

Recent Sales Information

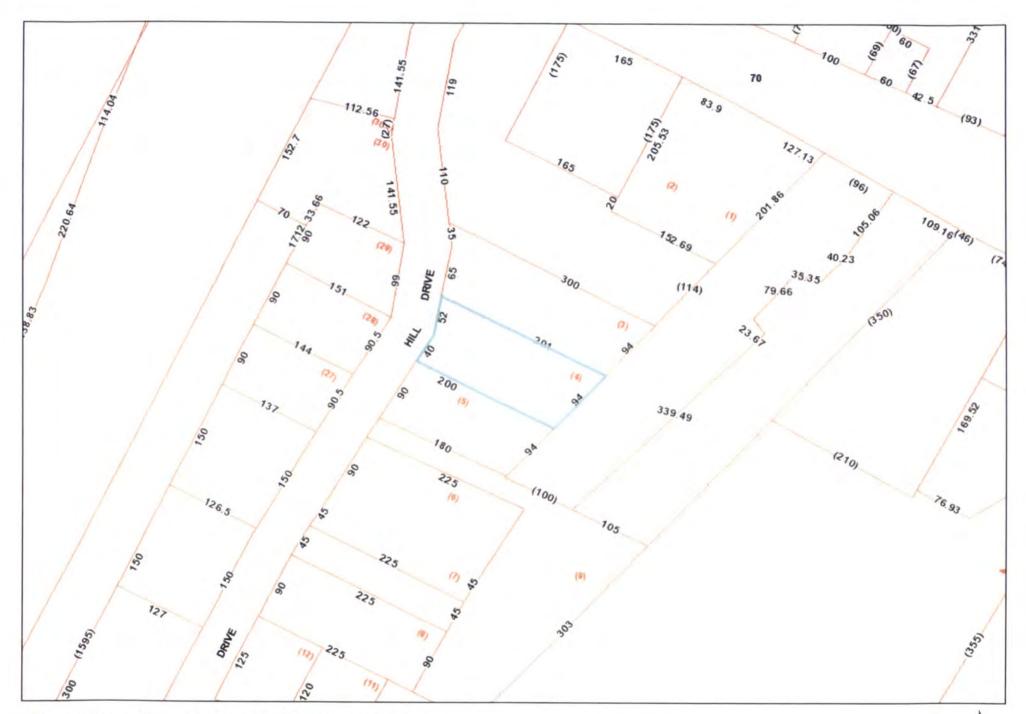
SALE DATE Sellers Name Buyers Name Sale Type Sale Price

5/3/2019 GARDNER, JOHNNIE R & CRAVEN COUNTY & NEW MULTI-PARCEL- \$19,500

LAURA PADILLA BERN-CITY OF SALE*

List of Improvements to Site

No improvements listed for this parcel

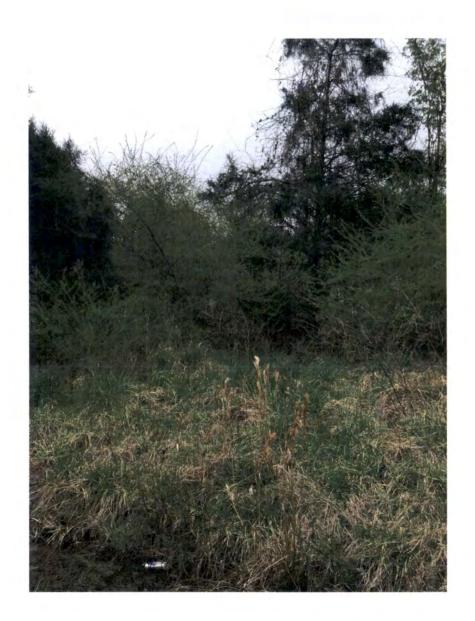


Craven County GIS 125 Hillmont Road

1 inch = 122 feet







125 Hillmont Road



125 Hillmont Road

ESTIMATE OF DIVISION OF PROCEEDS

Property: 125 Hillmont Road (Parcel No. 8-219-007)

			\$	7,500.00
	\$	205.00		
			\$	7,295.00
	\$	1,274.94		
	\$	553.42	\$	1,828.36
			\$	5,466.64
2,476.8	1	54.521%	\$	2,980.44
2,066.1	1	45.479%	\$	2,486.20
4,542.9	5			
4,255.3	3			
3,244.6	2			
2	2,066.13 4,542.95 4,255.38	\$ \$ 2,476.84 2,066.11 4,542.95 4,255.38	\$ 1,274.94 \$ 553.42 5 2,476.84 54.521% 5 2,066.11 45.479% 6 4,542.95 6 4,255.38	\$ 205.00 \$ 1,274.94 \$ 553.42 \$ \$ 2,476.84 \$ 54.521% \$ \$ 2,066.11 \$ 45.479% \$ \$ 4,542.95

AGENDA ITEM COVER SHEET



Agenda Item Title: Consider Adopting a Resolution to Initiate the Upset Bid Process for 597 Hwy. 55W

Date of Meeting: 6/22/2021		Ward # II applicable: 5				
Department: City Clerk Call for Public Hearing: □Yes⊠No		Person Submitting Item: Brenda Blanco				
		Date of Public Hearing: N/A				
E de CI	A = 255= 2562.2	275 has been received for the countries of 507				
Explanation of Item:	An offer of \$3,375 has been received for the purchase of 50 Hwy. 55W. This represents 50% of the tax value.					
Actions Needed by Board:	Consider adopti	Consider adopting resolution				
Backup Attached:	Memo, resolution, offer to purchase, maps and pictures of the property, tax property card, and estimate of proceeds					
Is item time sensitive?	□Ves ⊠No					
		he meeting? □Yes ☒ No				
THE CHEE DE AUTOCACE	opponents at the	ite inceeing. — 105 EX 110				
Cost of Agenda Item:						

Additional Notes:

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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: June 11, 2021

SUBJECT: Offer to Purchase 597 Hwy. 55W

Hilliard Thompson made an offer to purchase 597 Hwy. 55W for \$3,375.00. The tax value of the 0.14-acre parcel of land is \$6,750, and the offer represents 50% of that value. Tax records indicate an additional value of \$19,570 for a mobile home or structure, but Public Works' staff has confirmed the property is vacant. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$4,851.10. If the property is sold for the initial bid, the City is projected to receive \$140.50 and the County is projected to receive \$3,234.50 from the proceeds.

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 597 Hwy
55 West New Bern, Craven County parcel identification number 8-218-068; and

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

WHEREAS, the City has received an offer to purchase the above-described property in the amount of \$3,375.00, submitted by Nikia Foskey and Hillard Thompson; and

WHEREAS, Nikia Foskey and Hillard Thompson has paid the required five percent (5%) deposit on the offer.

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

- Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- Section 2. The City Clerk shall cause a notice of the proposed sale to be published.
 The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.
- Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000,00 of that offer and five percent (5%) of the remainder of that offer.

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

Section 7. The terms of the final sale are:

- (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and
 - (b) The buyer must pay with cash at the time of closing.

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

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

ADOPTED THIS 22ND DAY OF JUNE 2021.

	DANA E. OUTLAW, MAYOR	
BRENDA E. BLANCO, CITY CLERK	_	

CRAVEN COUNTY

NIKIA FISKOW	and Thumpson, as Buyer, hereby offers to purchase and CRAVEN COUNTY and	d the
CITY OF NEW BER	N, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or p	parcel
of land described below	w (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: 597 Hay 55W Now Brand Subdivision Name:

Tax Parcel ID No.: 4-719-068

Plat Reference:

Being all of that property more particularly described in Deed Book 364, Page 1713 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$37500 and shall be paid as follows:

(a) \$ 70000 , EARNEST MONEY DEPOSIT with this offer by a 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) \$ 3/15 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.

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
- 10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

(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	HVT	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.

,	SELLER	
1	CRAVEN COUNTY	
SEAL	Ву:	(SEAL
m /	Its:	
	Date:	
2-		
_		
_		
	CITY OF NEW BERN	
_(SEAL)	Ву:	(SEAL
	Its:	
	Date:	
_		
		CRAVEN COUNTY By: Its: Date: CITY OF NEW BERN (SEAL) By: Lis: Date:

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 GTS reporting services on 5/28/2021 3:35:20 PM

Parcel ID: 8-218 -068

CRAVEN COUNTY & NEW BERN-CITY Owner: 406 CRAVEN ST NEW BERN NC 28560

Mailing Address:

Property Address: 597 W NC 55 HWY

Description: HAHN

Subdivision: Lot Description:

Calculated Acreage: 0.140 Assessed Acreage : 0.141

9 26 2017 Deed Reference: Recorded Date: 3514-1773

Recorded Survey:

Estate Number :

Land Value: Tax Exempt: Yes \$6,750

of Improvements: Improvement Value: \$19,570

Total Value: \$26,320

City Name: **NEW BERN** Fire tax District: Special District: **Drainage District:**

RES - MFG HOME AS REAL PROP Land use:

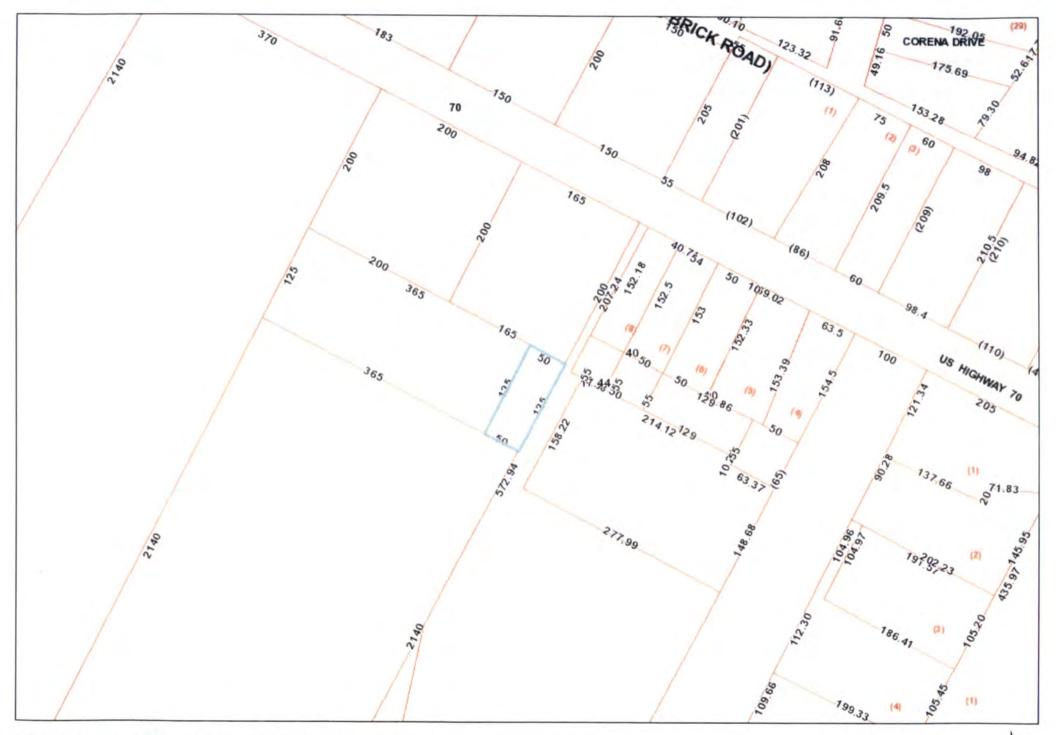
Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
9/26/2017	CUTHBERTSON, ANNA	CRAVEN COUNTY & NEW BERN-CITY	UNTY & NEW STRAIGHT TRANSFER	
1/1/1985	CUTHBERTSON, GEORGE & ANNA	CUTHBERTSON, ANNA	NEEDS REVIEW	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value	
MANUFACTURED HOME - SINGLE WD	1975	1476	\$19,570	





Craven County GIS 597 NC 55W

1 inch = 122 feet

597 Hwy. 55 West







ESTIMATE OF DIVISION OF PROCEEDS

597 NC Hwy 55 West (Parcel No. 8-218-068)

Offer Amount		222.50	\$ 3,375.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 205.00	
Balance			\$ 3,170.00
County cost reimbursement		\$ 3,319.84	
City cost reimbursement		\$	\$ 3,319.84
Remaining Balance			\$ (149.84)
County Taxes at Foreclosure	\$ 872.29	56.954%	\$ (85.34)
City Taxes/Priority Liens at Foreclosure	\$ 659.27	43.046%	\$ (64.50)
Total Taxes	\$ 1,531.56		
County Total	\$ 3,234.50		
City Total	\$ 140.50		

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



(252) 636-4000

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO:

Alderman Johnnie Ray Kinsey

FROM:

Brenda Blanco, City Clerk

DATE:

May 14, 2021

SUBJECT:

Appointment to Community Development Advisory Committee

Vernon Guion's term on the Community Development Advisory Committee will expire on June 30, 2021. Mr. Guion has expressed interest in continuing to serve in this capacity. You are asked to consider a reappointment or make a new appointment for the three-year term. Appointments to this committee are made by each ward.

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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO:

Alderman Barbara Best

FROM:

Brenda Blanco, City Clerk

DATE:

May 14, 2021

SUBJECT:

Appointment to Community Development Advisory Committee

Dell Simmons' term on the Community Development Advisory Committee will expire on June 30, 2021. Mr. Simmons is not interested in reappointment. You are asked to make a new appointment to serve in a three-year term. Appointments to this committee are made by each ward.

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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO:

Alderman Sabrina Bengel, Alderwoman Jameesha Harris, Alderman Bobby

Aster, and Alderman Jeffrey Odham

FROM:

Brenda Blanco, City Clerk

DATE:

May 28, 2021

SUBJECT: Appointments to Police Civil Service Board

Kennail Humphrey, Eric Queen, Victor Taylor, and Robert West's terms on the Police Civil Service Board will expire on June 30, 2021. None are eligible for reappointment. Appointments to this Board rotate among the aldermen, and it is your turn to make the next appointments.

Appointees must be a City resident and cannot be an elected official, a member or employee of the Police Department or City, or a person who has volunteered at the Police Department within the previous three years. Terms are for a two-year period.

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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary Hogan
Director of Finance

June 9, 2021

Eastern Carolina Council of Government 233 Middle Street #300 New Bern, NC 28560

This letter serves as my resignation on the Eastern Carolina Council's General Membership Board effective today. By copy of this letter, I am also notifying the New Bern Board of Aldermen of my resignation. Our City Clerk will notify you when the governing board has made a new appointment to complete my term.

Thank you for the opportunity to have served in this capacity.

Sincerely,

Johnnie Ray Kinsey 4th Ward Alderman

cc: New Bern Mayor and Board of Aldermen

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



(252) 636-4000

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO:

Alderman Jeffrey Odham

FROM:

Brenda Blanco, City Clerk

DATE:

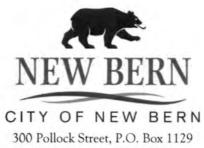
June 16, 2021

SUBJECT:

Appointment to HPC

George Brake has resigned from the Historic Preservation Commission. His term was slated to expire on June 30, 2021. You are asked to make an appointment to begin serving a three-year term that begins on July 1, 2021 and expires June 30, 2024.

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
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO:

Alderman Johnnie Ray Kinsey

FROM:

Brenda Blanco, City Clerk

DATE:

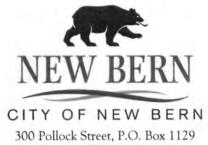
June 16, 2021

SUBJECT:

Appointment to HPC

Christian Evans recently resigned from the Historic Preservation Commission. His term would have expired on June 30, 2021, if he had completed it. Please make a new appointment to serve a three-year term to begin on July 1, 2021 and expire June 30, 2024.

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



New Bern, NC 28563-1129 (252) 636-4000

Dana E. Outlaw Mayor Foster Hughes Interim City Manager Brenda E. Blanco City Clerk Mary M. Hogan Director of Finance

Memorandum

TO:

Mayor Dana Outlaw

FROM:

Brenda Blanco, City Clerk

DATE:

June 16, 2021

SUBJECT:

Appointment to HPC

Joe Klotz's term on the Historic Preservation Commission will expire June 30, 2021, and he has expressed interest in reappointment. Please consider reappointing him for another three years or, in the alternative, make a new appointment to serve a three-year term to begin on July 1, 2021 and expire June 30, 2024.

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) 6364000 Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO: Alderwoman Jameesha Harris

FROM: Brenda Blanco, City Clerk

DATE: June 16, 2021

SUBJECT: Appointment to P&Z

Margie Dunn's term on the Planning and Zoning Board will expire June 30, 2021. You are asked to reappoint Ms. Dunn or make a new appointment to serve a three-year term that will expire on June 30, 2024.

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) 6364000 Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO: Alderman Bobby Aster

FROM: Brenda Blanco, City Clerk

DATE: June 16, 2021

SUBJECT: Appointment to P&Z

Gasper "Sonny" Aluzzo's term on the Planning and Zoning Board will expire June 30, 2021. You are asked to reappoint Mr. Aluzzo or make a new appointment to serve a three-year term that will expire on June 30, 2024.