CITY OF NEW BERN BOARD OF ALDERMEN MEETING SEPTEMBER 28, 2021 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

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

Consent Agenda

- Consider Adopting a Resolution Calling for a Public Hearing to Rezone 356 Rocky Run Road from R-20 Rural Residential to A-5F Agricultural Forestry District.
- 4. Approve Minutes.

- Presentation on Juneteenth of New Bern.
- 6. Presentation on African American Heritage Signs.
- Conduct a Public Hearing and Consider Adopting an Ordinance to Annex Tax Parcel IDs 7-035-002 and 7-035-030.
- Conduct a Public Hearing on the Proposed Redistricting Plan for the City of New Bern.
- Consider Adopting a Resolution Approving an Agreement with Craven Community College for 213 First Street.
- Consider Adopting a Resolution Approving an Additional Streetlight on Frida Road.
- Appointment(s).
- 12. Attorney's Report.
- City Manager's Report.
- New Business.
- Closed Session.
- Adjourn.

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

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: September 23, 2021

Re: September 28, 2021 Agenda Explanations

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

Roll Call.

Consent Agenda

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 356
Rocky Run Road from R-20 Rural Residential to A-5F Agricultural Forestry
District.

(ETJ) Michael Raines has requested to rezone two parcels that total approximately 77.72 acres. The parcels are in the ETJ area located at 356 Rocky Run Road and are further identified as Tax Parcel IDs 8-210-031 and 8-210-029. The current zoning is R-20 rural residential, and zoning as A-5F agricultural forestry district is sought. It is requested a public hearing be scheduled for October 12, 2021. A memo from Jeff Ruggieri, Director of Development Services, is attached.

4. Approve Minutes.

Draft minutes from the September 14, 2021 meeting are provided for review and approval.

5. Presentation on Juneteenth of New Bern.

On behalf of the Juneteenth committee, Talina Massey will share a PowerPoint presentation to recap the 2021 celebration. She will also review future plans and goals of the committee.

Presentation on African American Heritage Signs.

(Wards 1 and 2) On behalf of the African American Signs of History Committee, Bernard George will share information about signs that were installed to reflect upon significant African American events, people, and places in the greater Craven Terrace/Dryborough neighborhood. The signs were secured through grant funds, and a dedication ceremony was held on June 19, 2021. Now that they have been installed, the committee has asked that the City accept ownership and maintenance of the signs. If the Board has interest in approving the request, the City Attorney and staff will need to review the actions necessary to facilitate the acceptance.

Conduct a Public Hearing and Consider Adopting an Ordinance to Annex Tax Parcel IDs 7-035-002 and 7-035-030.

The Turf Club, LLC has requested tax parcels 7-035-002 and 7-035-030 located at 4103 Old Cherry Point Road and 4016 US Hwy. 70E be annexed into the City of New Bern. After conducting a public hearing on this request, the Board is asked to consider the adoption of an ordinance to annex the property. A map of the subject properties is attached to the proposed ordinance.

Conduct a Public Hearing on the Proposed Redistricting Plan for the City of New Bern.

(All Wards) At the Board's September 14, 2021 meeting, a public hearing was noticed for the purpose of receiving comments on the proposed redistricting plan. Maps of the proposed changes have been made available to the public on the City's website, at various city offices, and at the library. The Mayor is asked to open a public hearing to receive input from the public.

Consider Adopting a Resolution Approving an Agreement with Craven Community College for 213 First Street.

(Ward 3) The proposed lease with Craven Community College is for the property located at 213 First Street, which is on the campus of the VOLT Center. The premises will be utilized as a commercial kitchen workforce development facility focused on restaurant operations, hospitality management, and other training activities. The term of the lease is 10 years at a rate of \$1.00 per year. The College approved the lease at its September 21, 2021 meeting and will be responsible for all costs associated with upfitting the space as a commercial kitchen. A memo from Amanda Ohlensehlen, Community and Economic Development Manager, is attached.

Consider Adopting a Resolution Approving an Additional Streetlight on Frida Road.

(Ward 5) Onaje Rickerby of 207 Frida Road requested additional lighting on Frida Road in the Lake Tyler Subdivision. Staff evaluated the request and determined the area meets the City's light standard, but recommended the addition of one streetlight near the end of the road due to darkness. The installation of the light will cost \$1,555.67, and the monthly utility charge for service will be \$16.27 per light. A memo from Charles Bauschard, Director of Public Utilities, is attached along with other supporting documentation.

Appointment(s).

Alderman Odham is asked to make an appointment to fill Carol Zink's unexpired term on the New Bern Firemen's Museum board. Ms. Zink resigned to accept a position at the museum. The appointee will serve remainder of her term, which expires on April 22, 2023.

- 12. Attorney's Report.
- 13. City Manager's Report.
- 14. New Business.
- Closed Session.
- 16. Adjourn.



Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 356 Rocky Run Road from R-20 Rural Residential to A-5F Agricultural Forestry District.

Date of Meeting: 09/28/2021 Department: Development Services Call for Public Hearing: Yes□No		Ward # if applicable: ETJ Person Submitting Item: Jeff Ruggieri, Director of Development Services Date of Public Hearing: 10/12/2021			
			Explanation of Item:	Property owner Michael Raines has requested consideration to rezone two parcels, totaling 77.72 +/- acres, from R-20 Rural Residential District to A-5F Agriculture Forestry District.	
			Actions Needed by Board:	Adopt a Resolution	
Backup Attached:	Memo, Resolution, Map				
Is item time sensitive?	□Yes ⊠No				
Will there be advocates	s/opponents at t	he meeting? 🗆 Yes 🗆 No			
Cost of Agenda Item: N	I/A				
	nditure, has it b	een budgeted and are funds available □Yes ⊠ No			



New Bern, NC 28563 (252)639-7587

MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: September 15, 2021

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing to Rezone

356 Rocky Run Road from R-20 Rural Residential to A-5F Agricultural

Forestry District.

Michael Raines has requested consideration to rezone two parcels, totaling 77.72 +/acres, from R-20 Rural Residential district to A-5F Agriculture Forestry district. The parcels are located at 356 Rocky Run Rd. and are further identified as Craven County Parcel ID #s 8-210-031 and 8-210-029. (ETJ)

The Planning and Zoning Board unanimously approved this application at their September 7, 2021, meeting and recommend approval of the request.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to rezone 77.72 +/- acres located at 356 Rocky Run Road from R-20 Rural Residential District to A-5F Agricultural Forestry District. The properties are further identified as Craven County Parcel Identification Numbers 8-210-029 and 8-210-031.

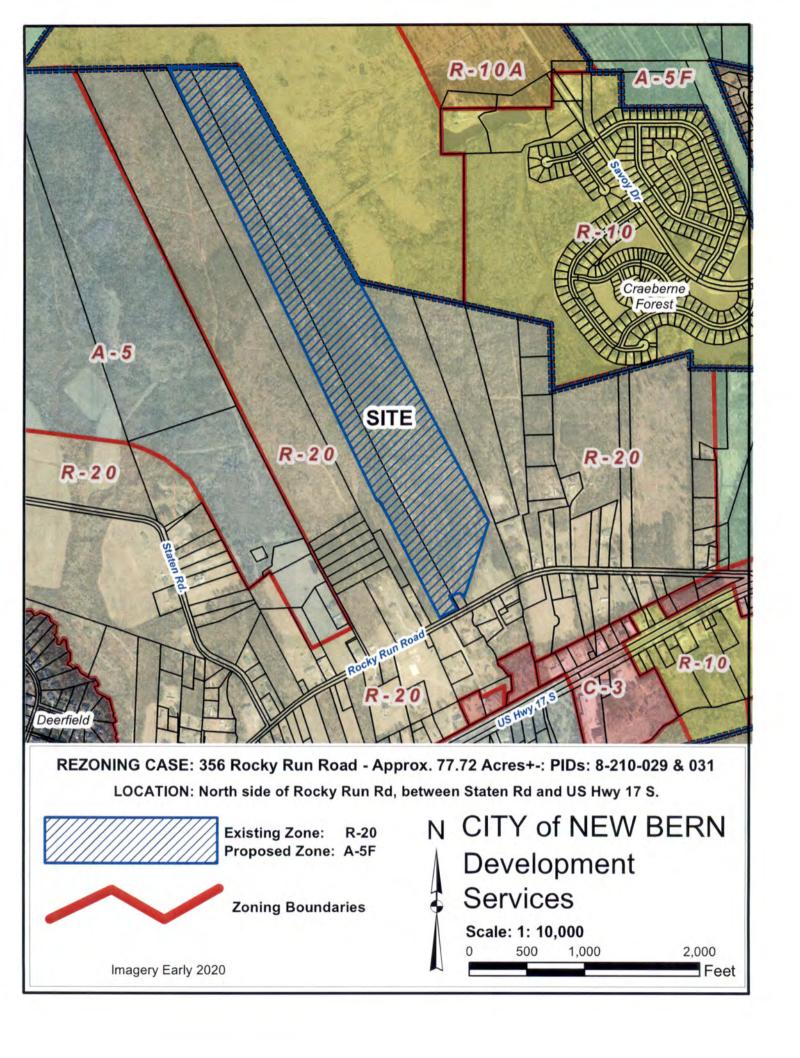
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m. on Tuesday, October 12, 2021 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to rezone 77.72 +/- acres located at 356 Rocky Run Road from R-20 Rural Residential District to A-5F Agricultural Forestry District. The properties are further identified as Craven County Parcel Identification Numbers 8-210-029 and 8-210-031.

ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

DANA E. OUTLAW, MAYOR

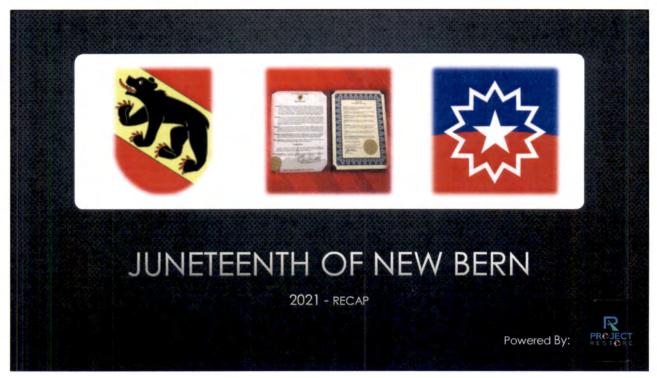
BRENDA E. BLANCO, CITY CLERK

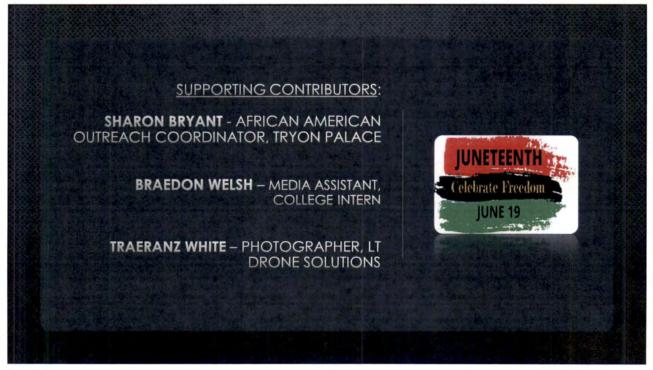




Agenda Item Title: Presentation on Juneteenth of New Bern

Date of Meeting: 09/28/21 Department: City Clerk Call for Public Hearing: □Yes⊠No		Ward # if applicable:	
		Person Submitting Item: Brenda Blanco, City Clerk	
		Date of Public Hearing:	
Explanation of Item:	Talina Massey will be in attendance to recap the 2021 Juneteenth of New Bern celebration and to review future plans and goals.		
Actions Needed by Board:	Informational only at this point		
Backup Attached:	PowerPoint presentation		
Is item time sensitive?	□Yes ⊠No		
Will there be advocates	s/opponents at t	he meeting? Yes No	
Cost of Agenda Item:	nditure has it l	peen budgeted and are funds available	
and certified by the Fin			







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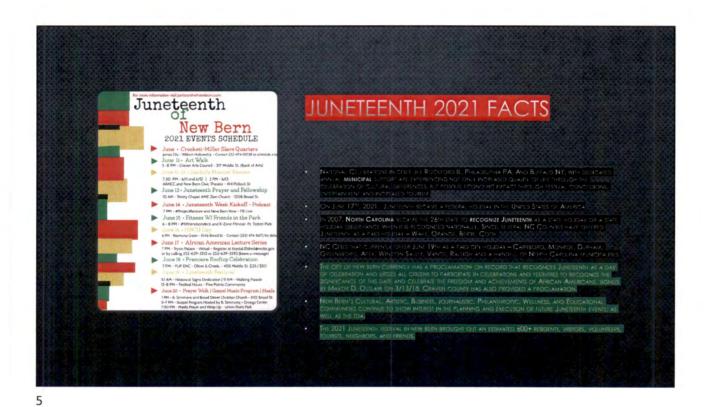
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Friends of Juneteenth

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North Carolina's Liberation Story

Thanks, June 1: State 7-region is forger.

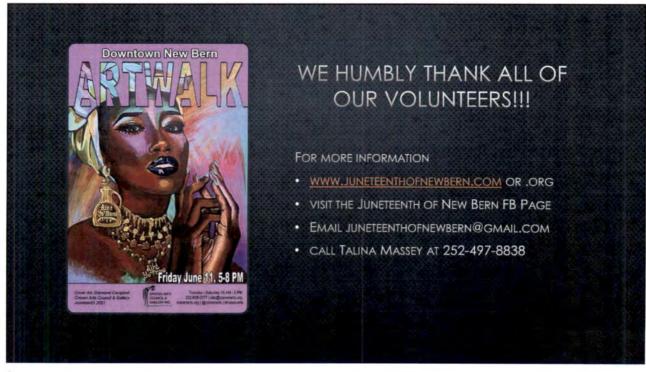
Weekland State State 7-region is forger

JUNETEENTH 2022



AND BEYOND

- Community Action: To establish the Juneteenth of New Bern as an official 501(c)3, composed of past community collaborators, supporters, volunteers, and residents with the common goal of increasing interest in the history and continued celebration of Juneteenth in New Bern and surrounding areas – Next year's festival will be on Saturday, June 18th, 2022!
- City of New Bern Request: That the city of New Bern NC Government work with the Juneteenth organizers and African-American community to establish and maintain an annually celebrated, city supported event during the weekend closest to June 19th in solidarity of their proclamation directive "to participate in celebrations and festivities to recognize the significance of this date" as written by our mayor.
- Community Action: Streamline the Juneteenth of New Bern collaboration process, working with the City of New Bern government, community partners and surrounding supporting towns/cities for annual event coordination, create economic opportunities and exposure for local entrepreneurs/organizations/resources, and to grow tourism throughout New Bern.
- City of New Bern Request: Consider adopting a resolution to recognize Juneteenth as a paid holiday for city workers to encourage the celebration of the freedom and achievements of their fellow Americans.







Agenda Item Title: Presentation on African American Heritage Signs

Date of Meeting: 09/28/21 Department: City Clerk Call for Public Hearing: □Yes⊠No		Ward # if applicable: Person Submitting Item: Brenda Blanco, City Clerk	
			Date of Public Hearing:
		Explanation of Item:	African Americ that worked dili Craven Terrace
Actions Needed by Board:	Informational only at this point		
Backup Attached:	Aerial views depicting the locations of the signs; a picture of one of the signs		
Is item time sensitive? [□Yes ⊠No		
Will there be advocates,	opponents at tl	ne meeting? Yes No	
Cost of Agenda Item:			
If this requires an expendance of the Finance of th		een budgeted and are funds available □Yes □ No	

New Bern African American Signs of History Committee 511 Broad St, New Bern, NC 28560

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

FROM: African American Signs of History Committee B. Devige

DATE: August 3, 2021

SUBJECT: Request to Accept Ownership and Maintenance Responsibilities

Mayor Outlaw and Board of Aldermen:

On behalf of the citizens of New Bern, the African American Signs of History Committee extends our sincere appreciation to each of you for your hard work and successful efforts to support the recently dedicated African American Heritage Trail. The trail's 10 historic signs containing sixteen heritage sign panels explain and interpret significant historic events, people and places that pertain to the African American heritage within the greater Craven Terrace/Dryborough neighborhood. These sixteen heritage signs are the result of collaboration with the City of New Bern, the New Bern Historical Society, the Historic Dryborough Association, the North Carolina Preservation Office, and the Housing Authority of the City of New Bern through the African American Signs of History Committee. The African American Heritage Trail dedication on June 19 at Five Points and attended by a diverse crowd of more than 200 citizens, is one of this year's major highlights of our city's historic preservation initiatives. During the dedication ceremony, sign committee president Bernard George dedicated the 10 newly installed African American Heritage Trail signs to the City of New Bern. We request the City of New Bern accept ownership and maintenance responsibilities for the subject African American Heritage Trail.

Background

As stipulated in a Memorandum of Agreement between the U.S. Department of Housing and Urban Development, the Housing Authority of the City of New Bern, and the North Carolina State Historic Preservation Officer, "partial mitigation for the adverse effect shall be the design, fabrication, and erection of not less than seven (7) and no more than ten (10) interpretive signs, to identify and explain significant historic events that pertain to the African American heritage within the greater Craven Terrace/Dryborough neighborhood." Craven Terrace LP provided a \$35,000 grant for the interpretative signs. Given the location and nature of the project, the Dryborough Neighborhood Association and the New Bern Historical Society participated in the Craven Terrace Memorandum of Agreement as concurring parties. As part of the Agreement, the Craven Terrace Sign Committee aka New Bern African American Signs of History Committee was created in 2015 to provide community input and direction for this important historic sign project. After more than five years of meticulous research and development, the 15-member Signs of History Committee completed the project and dedicated the signs to the City of New Bern on June 19, 2021.

Again, the community is deeply thankful to each of you for your visionary leadership, honesty, fairness, and support. Please contact us at (252) 633-5001 should you have questions or need additional information.









Craven County GIS Broad St / Carrol Private Property
Craven County does NOT warrant the information shown on this map and should be used ONLY fortax assessment purposes. Printed on September 22, 2021 at 1:59:53 PM



Craven County GIS Cedar St / Pavie R/W
Craven County does NOT warrant the information shown on this map and should be used ONLY fortax assessment purposes. Printed on September 22, 2021 at 1:53:40 PM





Craven County GIS 708 Oak Street Private Property
Craven County does NOT warrant the information shown on this map and should be used ONLY fortax assessment purposes. Printed on September 22, 2021 at 2:04:22 PM



Craven County GIS Queen St and George St RW
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Craven County GIS West St Private Property CCBE
Craven County does NOT warrant the information shown on this map and should be used ONLY fortax assessment purposes. Printed on September 22, 2021 at 2:11:19 PM



Craven County GIS West St Private Property
Craven County does NOT warrant the information shown on this map and should be used ONLY fortax assessment purposes. Printed on September 23, 2021 at 11:55:08 AM



Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 4016 E. US 70 Hwy. and 4103 Old Cherry Point Road (Tax Parcel IDs 7-035-002 and 7-035-030)

Date of Meeting: 09/28/21 Department: City Clerk Call for Public Hearing: □Yes□No		Ward # if applicable: Person Submitting Item: Brenda Blanco, City Clerk Date of Public Hearing: Click or tap to enter a date.			
			Explanation of Item:	The Turf Club LLC requested tax parcels 7-035-002 and 7-035-030 be annexed by the City. This public hearing was called for at the Board's last meeting.	
			Actions Needed by Board:	Conduct a public hearing and consider adopting an ordinance to annex the property.	
Backup Attached:	Memo, ordinance, map of property				
Is item time sensitive?	□Yes ⊠No				
		he meeting? □Yes □ No			
Cost of Agenda Item:	- dia b is 1	and had asked and are founds are light.			
and certified by the Fir		been budgeted and are funds available ☐Yes ☒ No			

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

TO: Mayor and Board of Aldermen

FROM: Brenda E. Blanco, City Clerk

DATE: September 17, 2021

SUBJECT: Consider Adopting an Ordinance to Annex Property Located at 4103 Old

Cherry Point Road and 4016 E US Hwy. 70

Background

This public hearing was noticed after receiving a request from The Turf Club, LLC to annex two parcels located at 4103 Old Cherry Point Road and 406 E. US Hwy. 70 (Tax Parcel IDs 7-035-002 and 7-035-030) in Township 7. After conducting the public hearing, the Board is asked to consider adopting an ordinance to annex the property.

Recommendation

Conduct a public hearing and consider annexing the property.

Ordinance	No.	
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Prepared by and return to:

Jaimee Bullock Mosley DAVIS HARTMAN WRIGHT PLLC 209 Pollock Street New Bern, NC 28560

AN ORDINANCE ANNEXING TO THE CITY OF NEW BERN PROPERTY OF THE TURF CLUB, LLC, CONSISTING OF 29.563 ACRES, MORE OR LESS, LOCATED AT 4016 EAST UNITED STATES HIGHWAY 70 AND 4103 OLD CHERRY POINT ROAD IN NUMBER 7 TOWNSHIP

THAT WHEREAS, The Turf Club, LLC filed a petition requesting the annexation to the City of New Bern of property it owns, which is more particularly described on Exhibit A-1 and A-2 attached hereto and incorporated herein by reference, consisting of 29.563 acres, more or less, which said parcels are located at 4016 East United States Highway 70 and 4103 Old Cherry Point Road in Number 7 Township, Craven County, North Carolina, the boundaries of which are illustrated on the annexation map prepared by City of New Bern Development Services staff, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference; and

WHEREAS, said petition was referred to the City Clerk for an investigation as to the sufficiency thereof; and

WHEREAS, the City Clerk certified the sufficiency of the petition in writing to the Board of Aldermen; and

WHEREAS, the Board of Aldermen called for a public hearing on the question of annexation of said territory; and

WHEREAS, pursuant thereto, notice of a public hearing to be held at 6:00 p.m. on September 28, 2021, in the City Hall Courtroom was duly caused to be published as required by law in the Sun Journal, a newspaper having general circulation in the City; and

WHEREAS, on September 28, 2021, at 6:00 p.m., a public hearing on the question of annexation of the subject area was held by the Board of Aldermen of the City of New Bern, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, it was then determined by the Board of Aldermen that the petition filed met the requirements of the General Statutes of North Carolina, and that the area described in the petition should be annexed; and

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

Section 1. That the subject petition meets the requirements of §160A-58.1 of the General Statutes of North Carolina.

Section 2. That the property owned by The Turf Club, LLC, more particularly described on Exhibit A-1 and A-2 attached hereto and incorporated herein by reference, consisting of 29.563 acres, more or less, which said parcels are located at 4016 East United States Highway 70 and 4103 Old Cherry Point Road in Number 7 Township, Craven County, North Carolina, the boundaries of which are illustrated on a map prepared by City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference as Exhibit B, be and the same is hereby annexed to the City of New Bern.

Section 3. That the effective date of annexation shall be midnight on September 28, 2021.

Section 4. That the area to be annexed be and the same is hereby made a part of Ward 3 of the City of New Bern.

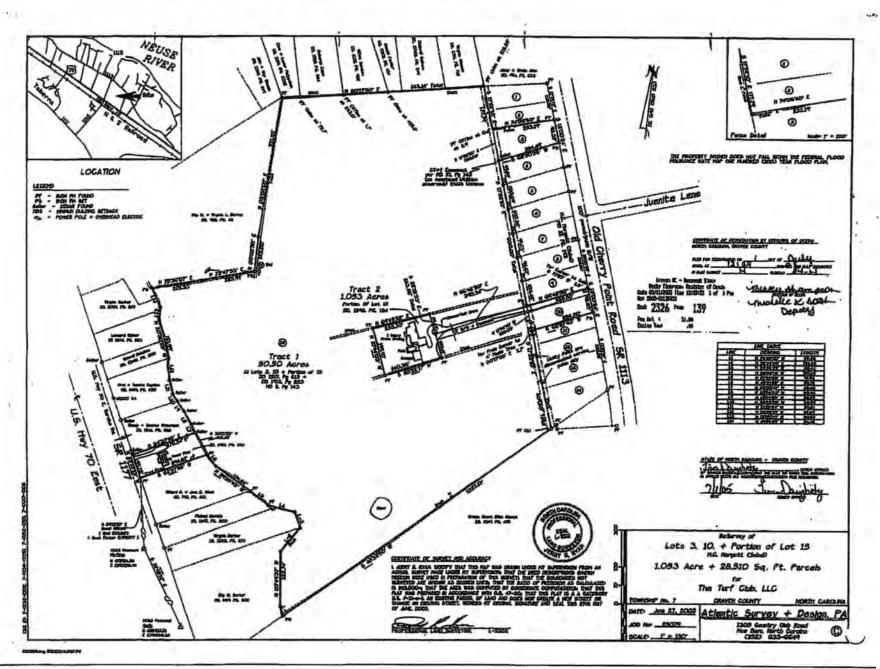
Section 5. That this ordinance, together with a plat reflecting the area being annexed, shall be recorded forthwith in the Office of the Register of Deeds of Craven County.

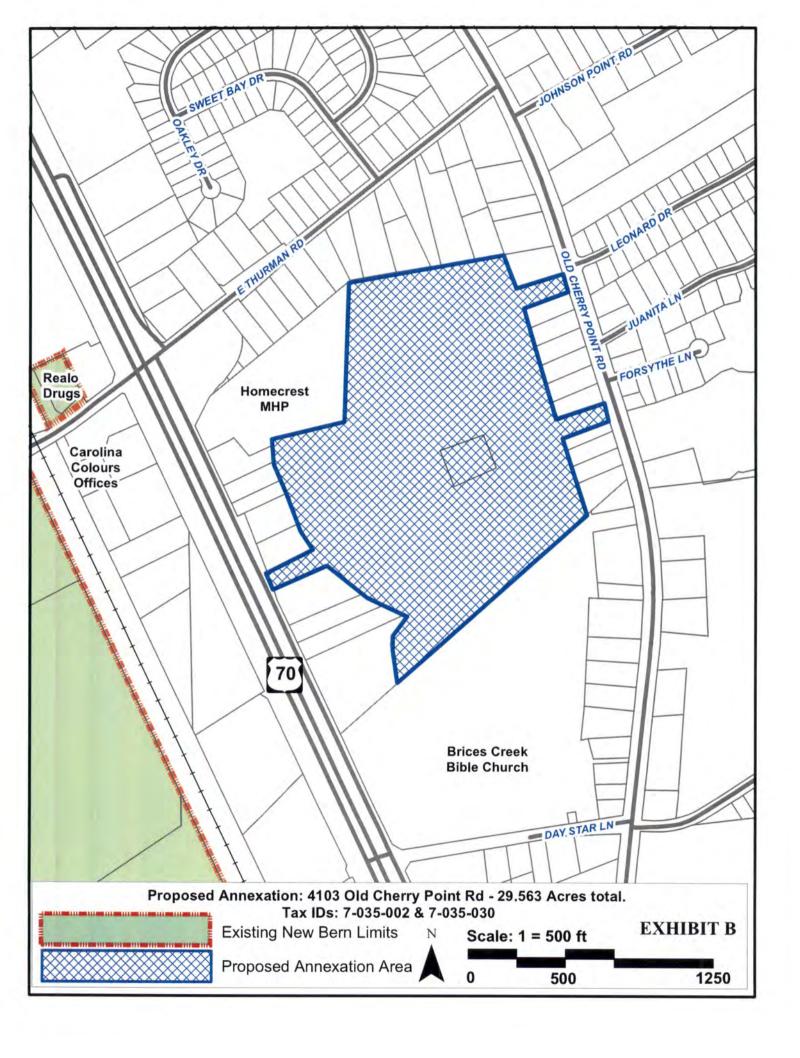
ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

DANAI	E. OUTLAW, MAYOR	
DAM	J. OUTLAW, MATOR	

Exhibit A-1

Being all of Tract 1 (PID 7-035-002) and Tract 2 (PID 7-035-030) as shown on that certain map entitled "Resurvey of Lots 3, 10, & Portion of Lot 15 H. C. Hargett (Subd) 1.053 Acre & 28.510 Sq. Ft. Parcels for The Turf Club. LLC" as recorded in Plat Cabinet H Slide 24-H in the Craven County Register of Deeds.





8B | SATURDAY, SEPTEMBER 18, 2021 | THE SUN JOURNAL

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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The New Bern Sun Journal shall not be liable for any loss reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The New Bern Sun Journal shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

Community Announce

lost, found, happy ads, novena...



SPRING HOPE FWB 7th Annual Car Show Spring Hope's 7th Annual Car Show will be on September 25, from 9:00 to 2:00 at Spring Hope FWB Church. For more information call 252-671-5124/252-635-7031/252 735-7032







Cat Big fluffy orange sweet heart named Finn. Lost in Historic Riverside area near train depot. Please call or text 443-614-8132.

Garage sales neighborly deals.



NEW BURN- SAT. 8am-Noon 102 SOUTHERN HILLS DR. Multiple Items In Great Cond. Something For All!

New Bern, Saturday, September 18th, 7 am - Noon,

Bids and Proposals Bids and Proposals

NOTICE OF SALE OF SURPLUS TABLETS AND LAPTOPS Pursuant to G.S. 115C-518 and 160A-269, the Craven County Board of Education hereby gives notice that it has received on offer to purchase surplus tablets and laptops most of which have been used by students and teachers for approxiwhich have been used by students and reachers for approxi-mately five years and are currently unsuited to meet the continued needs of students and teachers. The property continued needs of students and teachers. The property consists of approximately 5,772 iPad 5th Gen. 9,7" (32 GB); 362 iPad Air 2nd Gen (16GB); 49 iPad 4th Gen (16GB); 647 iPad Gen (16GB); 59 iPad 4th Gen (16GB); 647 iPad 2nd Gen (16GB); 51 iPad mini 1st Gen (16GB); 51 iPad Mini 1st Gen (16GB); 51 iPad Mini 2nd Gen (16GB); 23 iPad Air 1st Gen (16GB); 51 iPad Mini 2nd Gen (16GB); 32 iPad Air 1st Gen (16GB); 51 iPad Mini 2nd Gen (16GB); 32 iPad Air 1st Gen (16GB); 51 iPad Mini 2nd Mini 1st Gen (16 GB); 2 iPad Pro 3rd Gen 12.9" (64 GB); and 8 iPad 7th Gen 10.2" (32 GB). The property will also be sold with 1,623 12W power bricks; 64 5W power bricks; 1,001 Light-ning Cables; and 75 30-pin Sync Cables. All property is being sold "AS IS" with no representation from the Craven County Schools regarding the fitness or suitability of the laptops or tablets for any purpose. Please contact Ross Friebel, Director of Technology for Craven County Schools, at (252) 514-6393 for additional information regarding the property. The offer to purchase is in the amount of \$707,578.00. The offer offer to purchase is in the diffound of \$707,000. The offer also includes the following nonmonetary terms: secure pickup by bidder of the computers at designated School System locations by November 1, 2021, inclusive of packing and shipping costs; verification of inventory at time of pickup; full payment by bidder at time of pickup; wiping and overwriting of hard drives consistent with DoD and NIST standards; "Letter of Good-standing" from bidder's bank or financing partner; minimum of three K-12 public school references with at least one reference valued at \$1 million or million per incident. The full terms of the offer and a description of the condition of the equipment, titled "Upset Bid Soliction or the condition of the equipment, titled "Upset Bid Solicitation – Additional Terms," are available of twww.cravenk12.org under the "About Us", "Finance", and then "Request for Proposals" sections. Notice is hereby given that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder (\$706,578.00). Therefore, the lowest acceptable upset bid is \$743,006.90. The individual submitting the upset bid will also need to garee to individual submitting the upset bid will also need to agree to pay for the cost of the bid, plus agreement to the terms summarized above and posted on the District's website, which address is included above. The individual must also complete the bid sheet posted on the District's website when submitting on upset bid. When a bid is raised, the bidder shall deposit five percent of the total increased bid in cash or certified funds with the Craven County Schools to the attention of Denise Altman, Chief Finance Officer. The Craven County Schools shall re-advertise the affer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Board may accept the offer and sell the property to the highest bidder.

The Board reserves the right to relect any and all offers at any time. This the Seventh day of September 2021. Blds are due by \$5:00 PM on September 17, 2021.

September 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 (adv) 6273920.

Notice To Creditors

NOTICE TO CREDITORS:

All persons, firms and corporations having claims against the Estate of Julius Elmo Flowers, Sr., deceased, of Pamlico County, N.C., are notified to present the same to the undersigned on or before December 18, 2021, or this notice will be pleaded in bar of recovery. All debtors of the said estate are asked to make immediate payment.

This 18th day of September, 2021. Ginger A. Flowers, Administratrix of the Estate of Julius Elmo Flowers, Sr., deceased 201 Foxwood Trail

New Bern, NC 28560

Sep. 18, 25 Oct. 2, 9 (adv) 6302783

NOTICE TO CREDITORS NORTH CAROLINA, CRAVEN COUNTY

The undersigned, Joseph R. Smith, having qualified or August 31, 2021, as Executor of the Estate of MICHAEL GEORGE SMITH, late of Craven County, does hereby notify all persons having claims against the Estate to present them to the undersigned in care of White & Allen. P.A., 901 College Court, New Bern, North Carolina 28562, on or before DECEMBER 11, 2021, or this Notice will be pleaded in bar of their recovery. All persons indebted to the Estate are requested to make immediate payment to Joseph Smith, Executor, in care of White & Allen, P.A., 901 College Court, New Bern, North Carolina 28562.

This the 11th day of September, 2021.

Joseph R. Smith, Executor of the Estate of Michael George Smith

WHITE & ALLEN, P.A. 901 College Court New Bern, North Carolina 28562

September 11, 18, 25, October 2, 2021 (adv) 6276703

NOTICE OF PUBLIC HEARING TAKE NOTICE THAT the Board of Aldermen of the City of New Bern will conduct a public hearing on September 28, 2021, in the City Hall Courtroom located at 300 Pollock Street in the City of New Bern at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of thereafter as the matter may be reached, an the question of annexing to the City of New Bern a parcel of land owned by The Turf Club, LLC, consisting of 51.55 acres, more or less, which said parcel is located at 4103 Old Cherry Point Road and 4016 East US Highway 70 in Number 7 Township, Craven County. All interested parties will be given an expectations to be heard. opportunity to be heard. THIS 18th DAY OF September, 2021.

BRENDA BLANCO, CITY CLERK Run Date: 9/18/21

Sep 18 (adv) 6293329



Agenda Item Title: Conduct a Public Hearing on the Redistricting Plan

Department: Administration Call for Public Hearing: □Yes□No		Person Submitting Item: Foster Hughes, City Manager	
			Date of Public Hearing: Click or tap to enter a date.
		Explanation of Item:	At its September 14, 2021 meeting, the Board called for a public hearing to be held on September 28, 2021 on the redistricting plan. Maps have been made to the public online and in various locations throughout the City.
Actions Needed by Board:	Conduct a public hearing		
Backup Attached:	None		
Is item time sensitive? Will there be advocates.		he meeting? □Yes □ No	
Cost of Agenda Item: If this requires an expensand certified by the Fin		peen budgeted and are funds available □Yes □ No	

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

TO: Mayor and Board of Aldermen

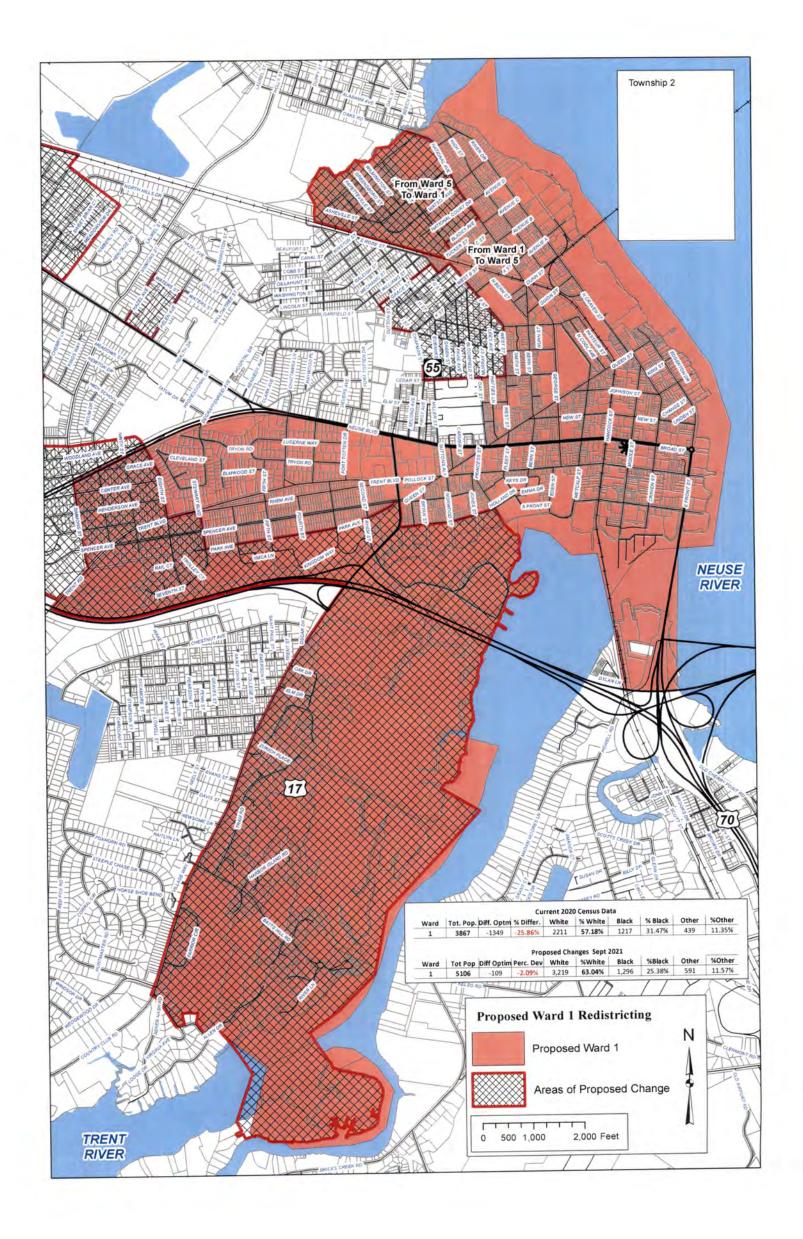
FROM: Foster Hughes, City Manager

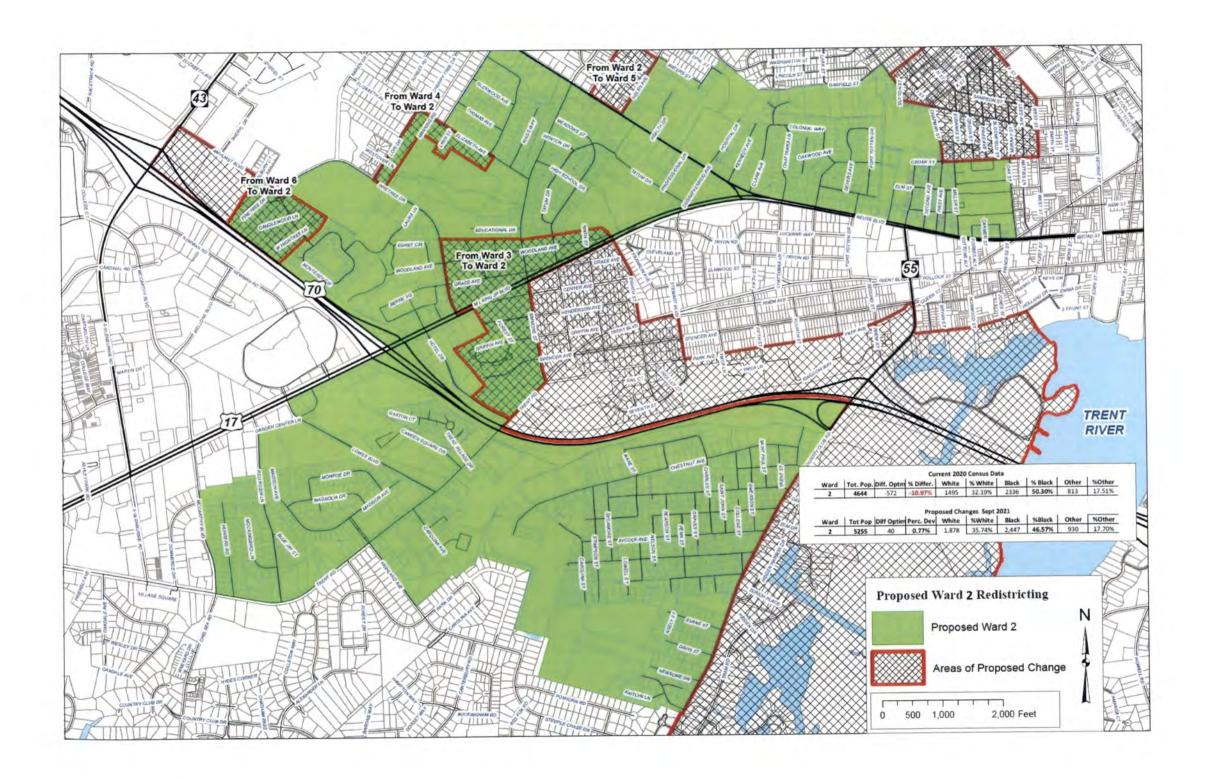
DATE: September 1, 2021

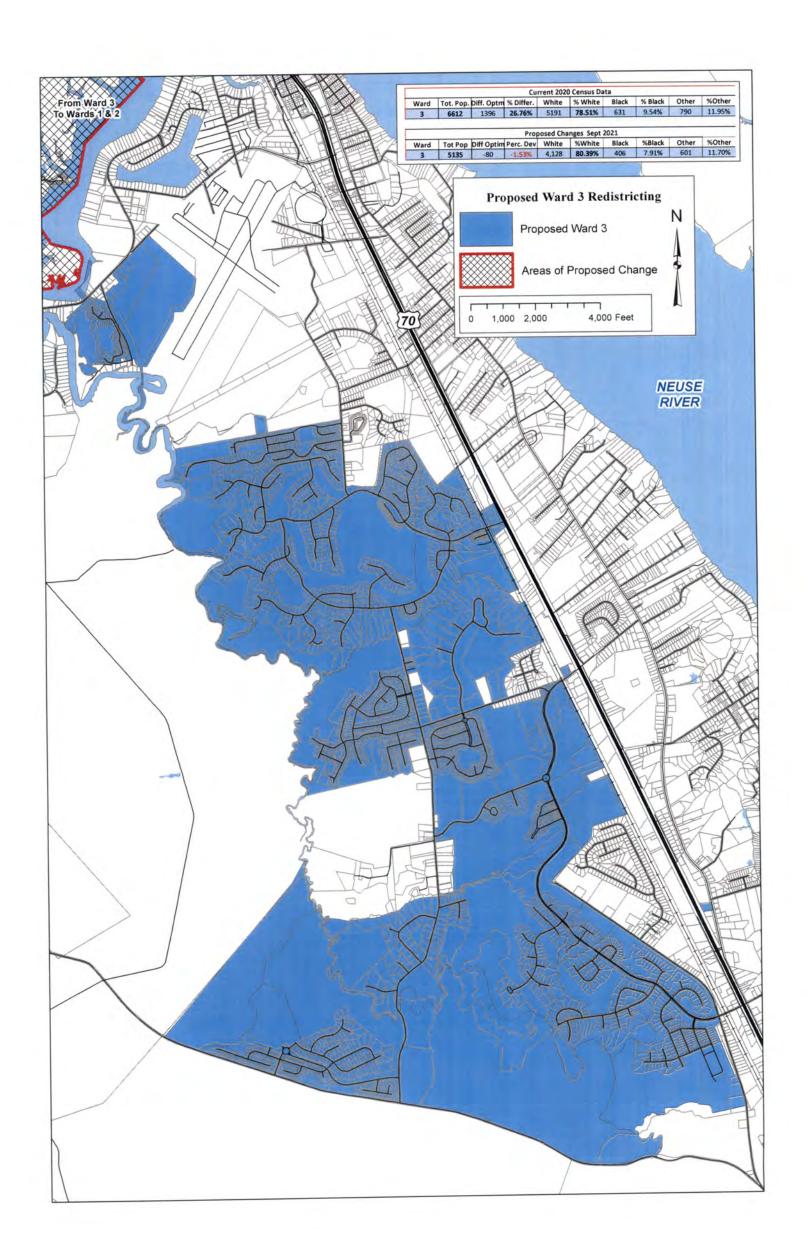
SUBJECT: Conduct a Public Hearing on the Redistricting Plan

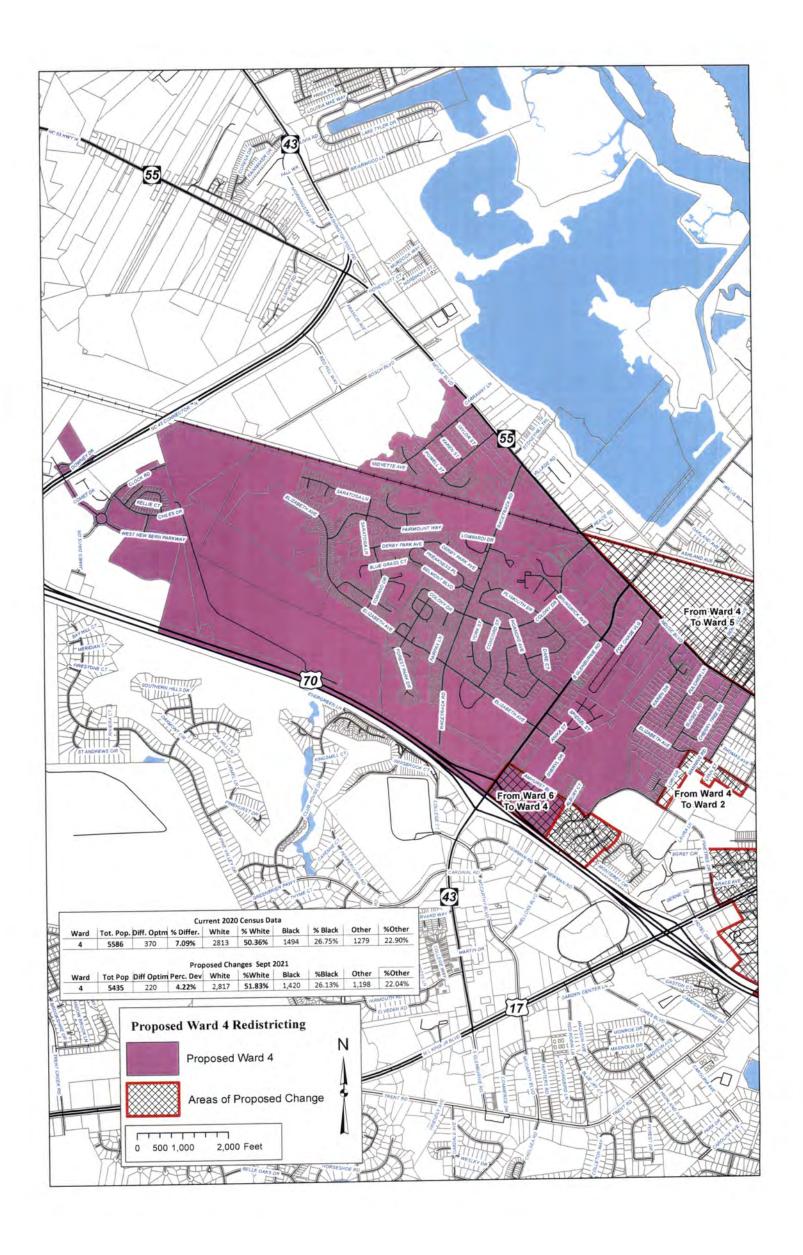
Background

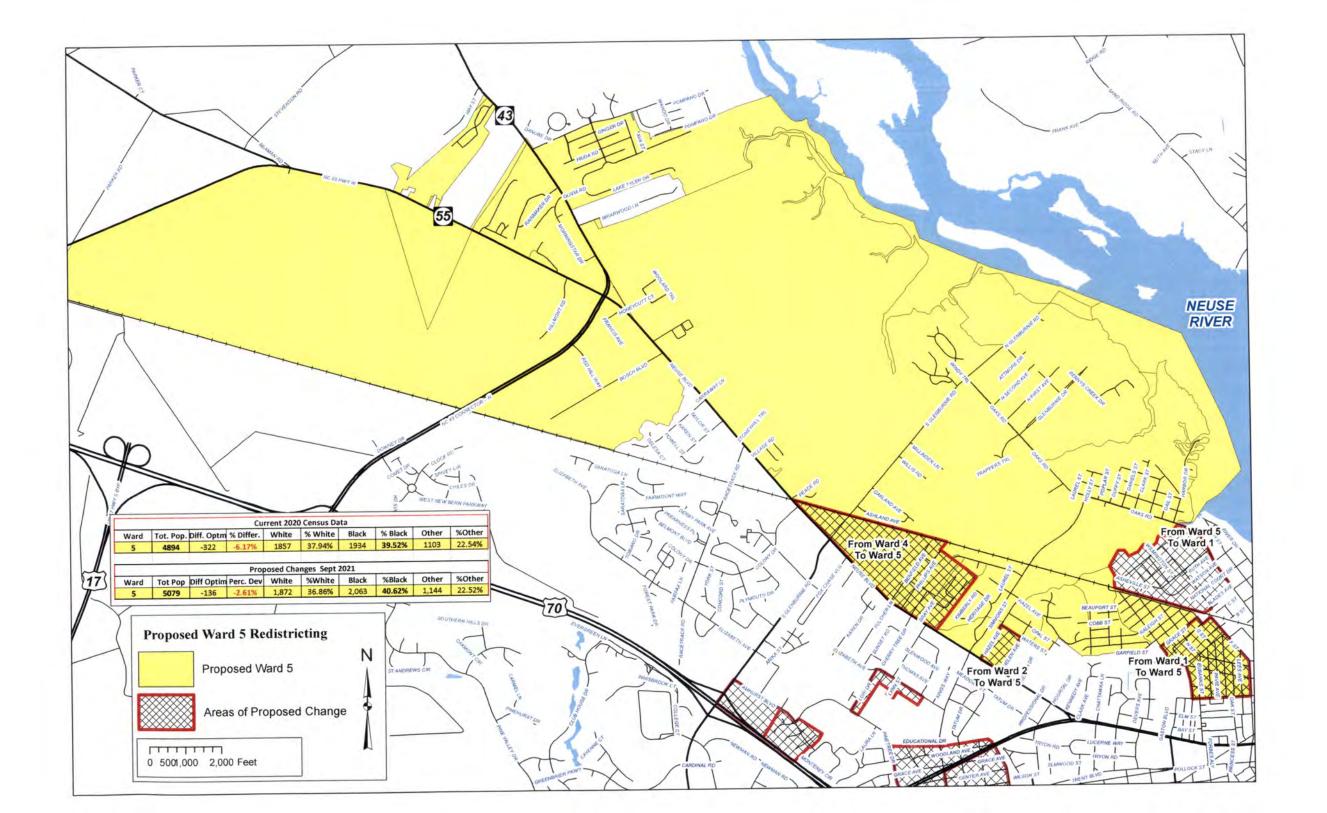
At its September 14, 2021 meeting, the Board called for a public hearing to receive comments on the proposed redistricting plan. Maps of the proposed redistricting have been made available to the public on the city's website, at City Hall, West New Bern Recreation Center, Customer and Payments Service Office ("CAPS"), and at the New Bern-Craven County Library.

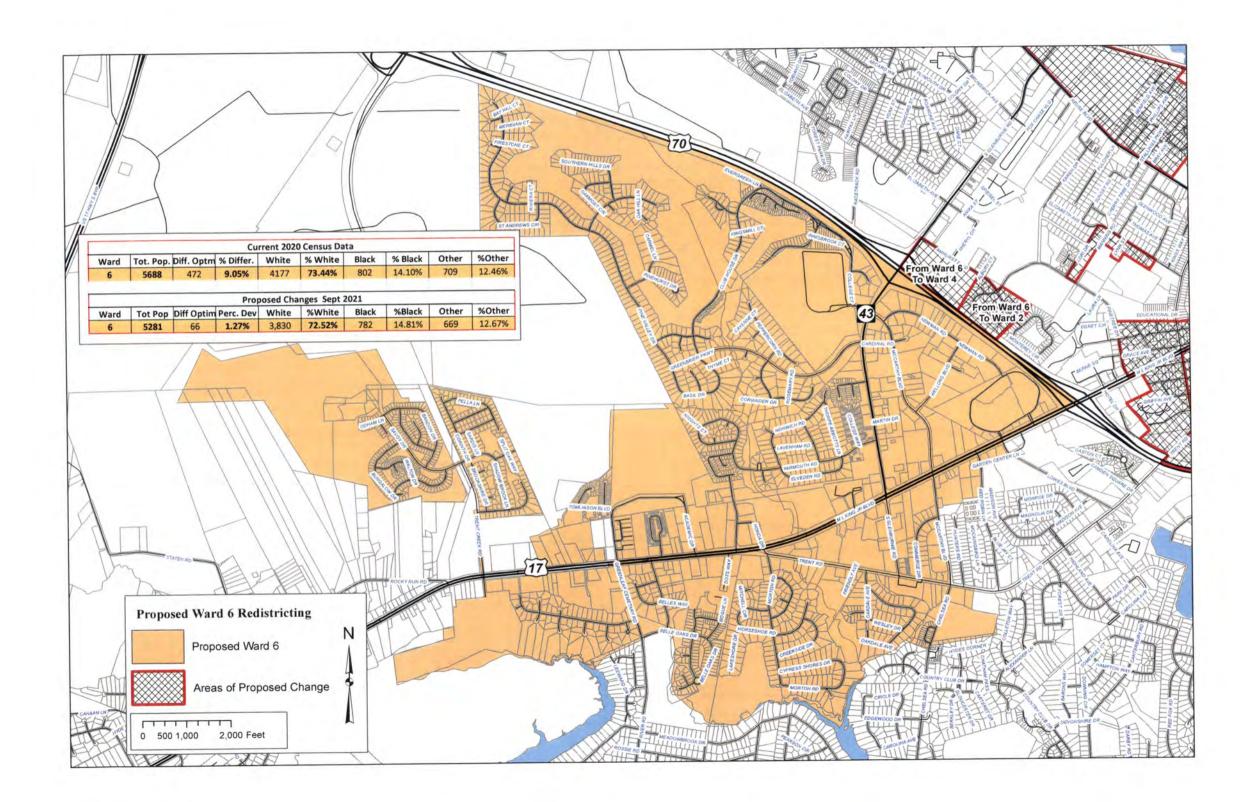












AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving an Agreement with Craven Community College for 213 First Street.

Date of Meeting: September 28, 2021		Ward # if applicable: Ward 3				
Department: Development Services Call for Public Hearing: □Yes⊠No		Person Submitting Item: Amanda Ohlensehlen, Community & Economic Development Manager				
		Date of Public Hearing:				
Explanation of Item:	The second secon	pting a Resolution Approving an Agreement with nunity College for 213 First Street.				
Actions Needed by Board:	Adopt Resolution					
Backup Attached:	Memo, Resolution, Lease, Map					
Is item time sensitive? Will there be advocates		he meeting? □Yes ☒ No				
Cost of Agenda Item: N						
	enditure, has it l	been budgeted and are funds available Yes No				

Additional Notes:



MEMORANDUM

TO:

Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM:

Amanda Ohlensehlen, Community and Economic Development Manager

DATE:

September 22, 2021

SUBJECT: Consider Adopting a Resolution Approving an Agreement with Craven

Community College for 213 First Street.

The Mayor and Board of Aldermen are asked to consider adoption of a resolution to approve a lease with The Trustees of Craven Community College for city-owned property located at 213 First Street, identified by Craven County Tax Parcel Number 8-011-153-C. The premises will be used as a commercial kitchen workforce development facility focused on restaurant operations, hospitality management, and other related training and educational activities. Craven Community College will be responsible for all costs associated with upfitting the space for use as a commercial kitchen.

Please contact Amanda Ohlensehlen at 639-7580 should you have guestions or need additional information.

RESOLUTION

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

That the Lease Agreement by and between the City of New Bern and The Trustees of Craven Community College, 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 originals for and on behalf of the City.

ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

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

NORTH CAROLINA

CRAVEN COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated October 1, 2021, for convenience of reference, is made by and between the CITY OF NEW BERN, ("Lessor"), a North Carolina municipal corporation, and THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE ("Lessee"), collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 213 First Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-011-153-C ("Subject Property"); and

WHEREAS, by Amended and Restated Lease Agreement dated September 12, 2017, Lessor leased to Lessee a portion of the Subject Property to be used as a workforce development center and other activities; and

WHEREAS, by Lease Agreement dated March 1, 2020, Lessor leased to Lessee an additional portion of the Subject Property to be used as a small business center, workforce training and makerspace for entreprenuers; and

WHEREAS, the Lessor has agreed that the Lessee may lease an additional portion of the Subject Property more specifically described herein as the "Premises" for use as a commercial kitchen workforce development facility focused on restaurant operations, hospitality management, and other related training and educational activities, subject to the terms and conditions established herein; and

WHEREAS, the Lessor 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, the Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises, for the term and upon the conditions hereinafter set forth:

 INCORPORATION OF RECITALS. The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this Lease.

- 2. THE PREMISES. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, those certain premises containing a commercial structure of approximately 2,884 square feet, along with such real property as more specifically described and illustrated on Exhibit A attached hereto and incorporated herein by reference, located at 213 First Street in the City of New Bern (the "Premises"). Lessor further grants to Lessee non-exclusive access for ingress and egress within the area identified as "Access Easement Area #2," as well as exclusive parking rights within the area identified as "Parking Area #2" which shall contain nineteen (19) parking spaces identified for Lessee's exclusive use, all as identified and illustrated on Exhibit A.
- 3. <u>CONDITION OF PREMISES AND TENANT UPFIT</u>. Lessor shall deliver the Premises to Lessee "as-is." Tenant shall provide all upfitting at its sole cost and expense, which shall be performed in a workman-like manner with such work to be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof, specifically including the North Carolina Building Code and the Craven County Health Department.
- 4. <u>TERM</u>. The term of this Lease shall commence on October 1, 2021, and shall continue through midnight on September 30, 2031, unless sooner terminated or extended in accordance with the terms hereof. The Parties, by written instrument, may agree to an extension of the lease term prior to the termination of this Lease.

Notwithstanding the foregoing, Lessee may terminate this Lease at any time after July 1, 2024, upon ninety (90) days' advance written notice to Lessor.

- 5. RENT. As rent for the said Premises, the Lessee agrees to maintain the Premises, 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 Lease, each subsequent annual payment to be made on or before the anniversary date of this Lease; provided that Lessee shall have the option of paying rent for the entire Term at any time in lieu of paying rent annually.
- 6. <u>PERMITTED USES</u>. Lessee agrees to utilize the Premises for use as a commercial kitchen workforce development facility focused on restaurant operations, hospitality management, and other related training and educational activities, consistent with North Carolina

Community College System Policies, Craven Community College Board of Trustees Policies, and College Procedures, and for no other purposes without Lessor's prior written consent.

- PROHIBITED USES. Lessee shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable activities or nuisances. Lessee agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Premises in violation of any State, Federal or local environmental laws regulating Lessee's use and occupancy of the Premises. Lessee shall indemnify Lessor for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Lessee's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement or any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents and petroleum products outside sealed containers. Notwithstanding the above, Lessee shall not be responsible for any claim, demand, cost, damage, injury, loss, liability or change based on or arising out of the presence of any Hazardous Materials or conditions on or about the Premises which existed prior to Lessee's occupancy or which was not expressly caused by Lessee, its agents, employees or representatives.
- 8. <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, and telephone services.

REPAIR AND MAINTENANCE. Lessor shall keep the foundation, exterior walls (except plate glass and exterior doors), HVAC systems (excluding range ventilation/fire hood suppression equipment), roof, gutters, downspouts, and foundation walls of the Premises, and all interior and exterior water, sewer, electrical and gas systems serving the Premises in good repair, except that Lessor shall not be required to make any repairs occasioned by the act or neglect of Lessee or its employees or agents, nor shall Lessor be required to maintain any grease traps or interior or exterior equipment associated with Lessee's training and educational activities. For purposes of this Section 9, Lessor's obligation to maintain all interior water, sewer, electrical and gas systems serving the Premises in good repair shall be limited to such portions of the water, sewer, electrical and gas systems located within the walls, floors and ceilings of the commercial structure located on the Premises and shall not include any lines or connections from the walls, floors and ceilings to any equipment associated with Lessee's training and educational activities. In the event that the Premises become in need of repairs required to be made by Lessor hereunder, Lessee shall give prompt written notice to Lessor; and Lessor shall not in any way be responsible for failure to make any such repairs until thirty (30) days shall have passed after its receipt of such written notice (provided, however, that in the event the repair cannot, with reasonable diligence, be completed within such thirty (30) day period, Lessor shall have a reasonable time thereafter to complete such repair so long as Lessor promptly commences and diligently pursues such repair to completion). Should the Premises require an emergency repair, Lessor shall contact the City Manager or Public Works Director by telephone, and Lessor shall take immediate action to address such emergency repair unless Lessee is advised by the City Manager or Public Works Director that Lessor is unable to take immediate action in which case Lessee may take all reasonable steps to resolve such emergency repair at Lessor's expense. Lessor shall maintain the grounds, driveways, and parking areas on the Subject Property and any other property over which Lessee has access rights in good condition and repair, and maintain adequate lighting in such areas, all consistent with Lessor's maintenance standards for its public facilities. Lessor's obligations include the removal of snow and ice from walkways, driveways, and parking lots in the area surrounding the Premises consistent with Lessor's practices for its public parking areas.

Except for the foregoing Lessor responsibilities, Lessee shall perform all other repairs and maintenance necessary to maintain the Premises, including, but not limited to, needed repairs and replacements to all exterior and interior items unless such items are the responsibility of Lessor as set forth above. Lessee shall perform all preventative maintenance and repairs to the Premises, including without limitation all repairs and replacements to all interior items, to the ceiling, to the lighting system, to all doors and door opening mechanisms, and to all water, sewer, and electrical facilities located within the Premises, unless such items are the responsibility of Lessor as set forth above. Lessee shall promptly replace any cracked or broken plate glass or window glass used in any interior and exterior windows and doors in the Premises.

- all glass in the doors and windows of the Premises clean; shall keep clean all exterior surfaces of the Premises which are not Lessor's responsibility; shall not place or maintain any structures or other articles on the sidewalk or street adjacent to the Premises or elsewhere on the exterior thereof without Lessor's written consent; shall maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; shall not permit undue accumulations of garbage, trash, rubbish and other refuse, and shall keep such refuse in proper containers on the exterior of the Premises in the areas designated therefor by Lessor; and shall maintain temperatures within the Premises sufficient (and open taps to reduce pressure as needed) to prevent the freezing and bursting of water and sewer pipes serving the Premises. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee.
- 11. ALTERATIONS AND IMPROVEMENTS. Lessee may only make changes, alterations or improvements to the Premises with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. 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 Premises or substantially decreases the value of the Premises. All changes, alterations or improvements to the Premises shall remain for the benefit of Lessor unless otherwise provided in a writing signed by Lessor.
- CASUALTY AND LIABILITY INSURANCE. Lessee, at its sole cost and expense, shall maintain for the benefit of Lessor and Lessee, general liability insurance protecting

Lessor and Lessee against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect Lessor and Lessee jointly and severally to the combined limit of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate Lessor, Lessor's mortgagee, if any, as additional insureds as their respective interests may appear, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving Lessor a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by Lessor, and a certificate of insurance shall be provided to Lessor. In the event Lessee at any time shall fail to maintain such insurance or shall fail to pay any and all premiums therefor, Lessor shall have the right and option to effect such insurance and pay any and all premiums therefor; and, in the event of any such payment, Lessee, on the rental date next succeeding the date on which Lessee receives notice of such payment having been made, shall pay to Lessor a sum equal to the amount which was so paid for such insurance premiums, it being expressly understood that Lessor shall have no obligation whatsoever hereunder to effect such insurance or to make such premium payments to cure the default of Lessee.

Lessor shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof in such amount as may be agreed upon by Lessor and Lessee prior to the commencement of each lease year against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina. Lessee shall reimburse Lessor for the reasonable cost of such insurance within thirty (30) days after receipt of notice from Lessor with supporting information as to the amount due.

- 13. <u>DAMAGE OR DESTRUCTION</u>. In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of Lessor and Lessee shall be as follows:
 - (a) If the Premises shall be damaged or destroyed so as to render the Premises untenantable, Lessor or Lessee may, at either party's election, terminate this Lease by written notice to the other party not more than thirty (30) days after the occurrence of such damage or destruction. Untenantable shall mean that the improvements upon property of

which the Premises are a part shall be damaged or destroyed by fire, the elements, or other causalty to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

- (b) If the Premises are not rendered untenantable by such damage or destruction, this Lease shall remain in full force and effect and Lessor shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. Lessee shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.
- 14. **DEFAULT**. If Lessor or Lessee shall fail to perform or comply with any of the agreements or covenants of this Lease and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this Lease.
- 15. <u>REMEDIES</u>. Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this Lease.
- Property, which shall include reasonable space on the sign face(s) to identify Lessee's operations, the design of which shall be similar to Lessee's other signage at its existing facilities. Lessee may not install any additional signage without Lessor's consent. Lessee shall be responsible for the cost of the common signage program. Once the common signage is installed on the Premises, Lessee shall be responsible for the cost of any replacement signage necessitated by Lessee.
- ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease nor sublet any part of the Premises without written consent of the Lessor.
- 18. QUIET POSSESSION. Lessor agrees that Lessee 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. Lessor ackowledges that Lessee's operations on the Premises may extend beyond customary "business hours" and that Lessee and its invitees will need access to the Premises "around the clock"; therefore, Lessee's access to and use of the Premises shall not be limited by Lessor. Further, Lessor acknowledges that Lessee's use of the Premises as a workforce development center by its nature may involve noises and odors emanating from the Premises from

equipment and machinery, and that such use shall not constitute a nuisance to Lessor or other tenants of the Subject Property. Lessor will disclose in leases with other tenants of the Subject Property the nature of Lessee's use of the Premises and include a provision in the leases that such tenants waive any right to object to Lessee's operations on the Premises.

- 19. <u>SURRENDER OF POSSESSION</u>. Upon expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as the same are at the beginning of the lease term, reasonable wear and tear and casualty excepted.
- 20. FIXTURES. Lessee shall have the right to install in the Premises such fixtures or equipment deemed necessary by Lessee for the conduct of Lessee's operations. So long as Lessee is not in default of the terms of this Lease, all fixtures and equipment installed by Lessee shall remain the property of Lessee and Lessee shall have the right to remove such equipment at any time up to and including the expiration date of this Lease or sooner termination of this Lease for any reason; provided, however, Lessee shall give Lessor ten (10) days' written notice prior to removal of a fixture that has been affixed to the foundation or structural systems of the Premises if the removal would damage in any way the Premises. Lessee shall be responsible for the cost of repairing any damage to the Premises which is caused by such removal. Any fixtures installed by Lessee shall automatically become the property of the Lessor, with Lessee remaining liable for any indebtedness thereon, if such fixtures are not removed by Lessee within a reasonable time after the expiration date of this Lease or sooner termination of this Lease for any reason.
- 21. 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, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to Lessee or to Lessor at the following addresses:

Lesssor

City of New Bern Attn: Director of Public Works P.O. Box 1129 New Bern, N.C. 28560

Lessee

Craven Community College Attn: President 800 College Court New Bern, N.C. 28562 Either Lessor or Lessee 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.

- 22. INDEMNIFICATION/LIMITATION OF LIABILITY. To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessee, its officers, agents, contractors, or employees, Lessee shall indemnify Lessor and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Lessee of the Premises, unless the same is caused by the negligence or willful misconduct of Lessor. To the extent allowed by law, and as limited by all state and federal laws, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessor, its agents, contractors, or employees, Lessor shall indemnify Lessee and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessee.
- 23. <u>MEMORANDUM OF LEASE</u>. This Lease shall not be recorded, but Lessor and Lessee, 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.
- 24. <u>ENTIRE AGREEMENT</u>. This Lease contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.
- 25. <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.
- 26. <u>CONSTRUCTION OF LEASE</u>. In construing and interpreting this lease, the following rules shall apply:

- (a) This lease shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.
- (b) Pronouns used in this lease importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.
- (c) Pronouns, verbs and/or other words used in this lease importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.
- (d) Paragraph headings appearing in this lease are for purposes of easy reference and shall be considered a part of this lease and shall in no way modify, amend, or affect the provisions thereof.
- 27. GOVERNING LAW. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.
- 28. <u>COMPLIANCE WITH NONDISCRIMINATION LAWS</u>. Lessee agrees to comply with all applicable federal, state, and local laws prohibiting discrimination.
- COVENANT OF USE. Lessor has acquired a grant from the U.S. Department of Commerce Economic Development Administration ("EDA") to assist in the completion of Lessor's Work ("EDA Grant"). Pursuant to the terms of the EDA Grant, Lessor is required to execute and record a Covenant of Use, Purpose and Ownership in favor of the EDA (the "Covenant") prior to the Commencement Date. The Covenant will, among other things, restrict the use of the Premises to the purposes specified in the EDA Grant. Lessee agrees to comply with the terms of the Covenant.

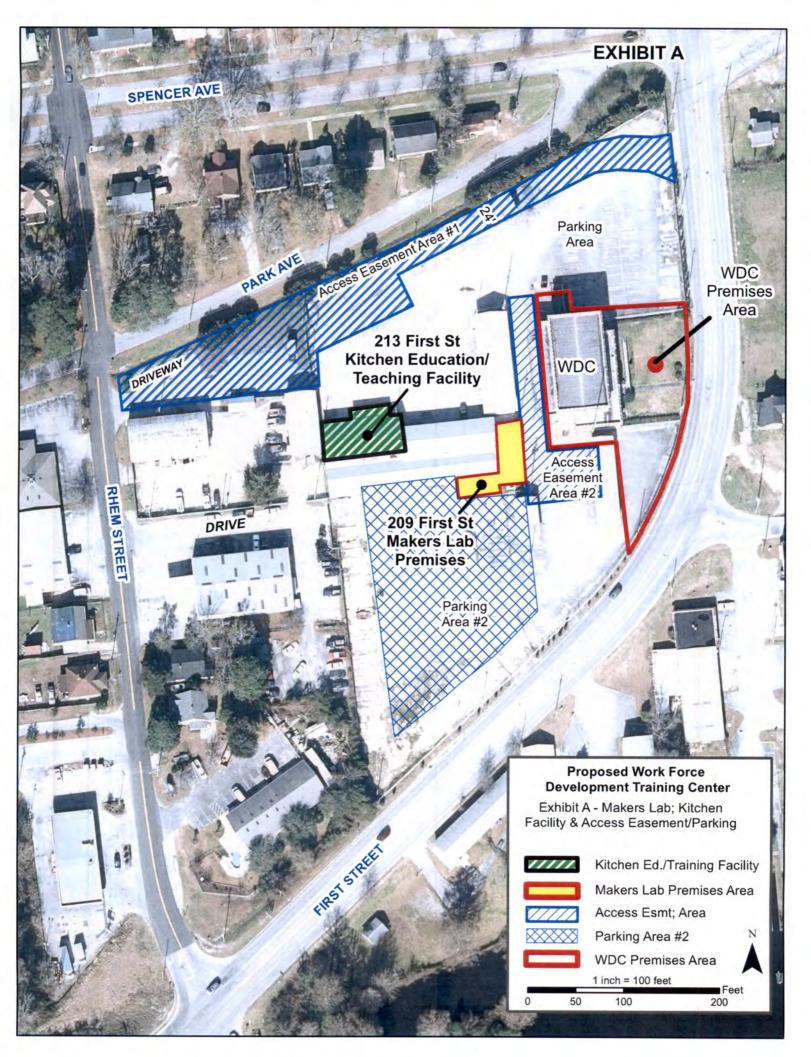
IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and the Chair of the Board of Trustees of Craven Community College has executed or caused this document to be duly executed, all as of the day and year first above written.

LESSOR:	CITY OF NEW BERN
ATTEST;	By: DANA E. OUTLAW, MAYOR
Brenda E. Blanco, City Clerk	
(CORPORATE SEAL)	
LESSEE;	THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE
	By:Allison R. Morris, Chair

[SEAL]

NORTH CAROLINA CRAVEN COUNTY

I,	, a notary public in and for said county and state,
do hereby certify that on the	, a notary public in and for said county and state, e day of, 2021, before me personally appeared m I am personally acquainted, who, being by me duly sworn, says
DANA OUTLAW with who	m I am personally acquainted, who, being by me duly sworn, says
	BRENDA BLANCO is the City Clerk of the City of New Bern, the
	bed in and which executed the foregoing instrument; that he knows
	icipal corporation; that the seal affixed to the foregoing instrument is
하네 어떻게 하는 아이에는 그렇게 하는 것이라면 하면 하는 것이 나를 하는 것이다.	ame of the municipal corporation was subscribed thereto by the said
	n seal was affixed, all by order of the Board of Aldermen of said
corporation.	that the said instrument is the act and deed of said municipal
WITNESS my hand a	nd notarial seal, this the day of, 2021.
	NOTARY PUBLIC
	Tomat Tobbie
My Commission Expires:	
Mary and the Mary Mary III	
NORTH CAROLINA	
CRAVEN COUNTY	
3300000 233000	
I certify that the follow	wing person personally appeared before me this day, acknowledging
	egoing document for the purpose(s) stated therein, in the capacity
indicated therein: Allison R.	Morris.
D. 1	
Date:	
	Signature of Notary Public
	Notary's printed or typed name
	My commission expires:



AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution for Street Lighting Request for Frida Road

Date of Meeting: September 28, 2021 Department: Public Utilities Call for Public Hearing: □Yes⊠No		Ward # if applicable: × 5 Person Submitting Item: Charles Bauschard				
		Explanation of Item:	Customer has re	equested streetlight on Frida Road.		
Actions Needed by Board:	Approval of Request					
Backup Attached:	Memo, Resolution, Street Lighting Request Form, Cost Analysi and location map					
Is item time sensitive?		L				
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No				
Cost of Agenda Item: E						
If this requires an expe and certified by the Fin		een budgeted and are funds available				

Additional Notes: N/A

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 City Manager Brenda E. Blanco City Clerk

TO:

Foster Hughes, Interim City Manager

FROM:

Charles Bauschard, Director of Public Utilities

DATE:

September 16, 2021

SUBJECT:

Request for Additional Street Lighting from Resident

Background Information:

In August of 2010, the Board of Aldermen adopted a procedure for addressing requests for additional street lighting from residents. This procedure requires Electric Utilities to evaluate the area of the request. The existing lighting must also comply with or be brought up to the American National Standard Practice for Roadway Lighting.

The Department of Public Utilities has received a request from a resident for additional street lighting infrastructures in the area of Frida Road. This area was evaluated, and it was determined that it does not meet the City's light standard. The recommendation and cost estimate is included.

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlights on Frida Road.

RESOLUTION

THAT WHEREAS, the City of New Bern has adopted the American National Standard Practice for Roadway Lighting as the design standard for new street lighting installations within the City of New Bern; and

WHEREAS, the standard outlines the level of lighting necessary for the safe interaction of pedestrians and vehicles along municipal roadways; and

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

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Department of Public Utilities and Public Works for additional street lighting infrastructures in the area of Frida Road.

ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

BRENDA E. BLANCO, CITY CLERK

DANA E. OUTLAW, MAYOR

Street Lighting Request Form

REQ # 122	
Customer Name: Onaje Rickerby	
Customer Address: 207 Frida Rd	
Phone Number of Requestor: 347-861-1950	
Area of Request:	
End of road near 207 Frida Rd.	
(Street address, intersection, general description, etc)	
Pole # (if known):	
Sent to Police Department Date: 08/27/2021	
Police Recommendations:	
I am recommending a street light be placed in the area of 207 Frida Rd. due to dark during evening hours. Suggestion for light placement would be at the end of the road the side of 207 or 206, placed closer to the dead end.	
All items below this must be filled out by an Electric Department Engine	er
Electric Department Engineer: Dustin Cayton	
Evaluations Results/Recommendation:	
This area meets the City of New Bern's street lighting standard. Based on the Police recommendation recommend installing a 30/6 pole with a 70W LED Cobra on a 12' arm at 207 Frida Rd.	ns, I
Estimated Cost to Electric Department: \$1,555.67	
Estimated Cost to Public Works: \$16.27/month	

NEW BERN ELECTRIC

DATE:9/2/21 REQ 122

CUSTOMER: Onaje Rickerby LOCATION: 207 Frida Rd

LABOR	QUANTITY	REG. HRS	OT HRS		RATE*	0	T RATE*	10	TOTALS
9608									
Electric Line Crew Leader	1	4	0	\$	53.28	\$	60.08	\$	213.13
Electric Line Worker 2nd Class	1	4	0	\$	41.75	\$	47.08	\$	166.99
Electric Groundworker	1	4	0	\$	32.71	\$	36.89	\$	130.84
				LA	BOR TO	TAL	:	\$	510.95
EQUIPMENT	QUANTITY	HOURS		F	RATE*			то	TALS
Line Truck	1	4		\$	87.80			\$	351.20
Material Truck	1	4		\$	21.10			\$	84.40
				EQ	UIPMEN	T T	OTAL:	\$	435.60
MATERIAL	QUANTITY		PRICE					то	TAL
30/6 Pole	1		\$ 140.18					\$	140.18
70W LED Cobra	1		\$ 166.43					\$	166.43
#10 UF	50		\$ 0.53					\$	26.50
Photocell	1		\$ 14.32					\$	14.32
12' arm	1		\$ 139.86					\$	139.86
				MA	ATERIAL	то	TAL:	\$	487.29
				su	в тота	L		\$	1,433.84

^{*}Labor Rates are based on hourly rates + benefits.

^{*}Equipment Rates are based on FEMA's 2019 Schedule of Equipment Rates.

10%TAX	\$ 48.73
15% CONTINGENCY	\$ 73.09

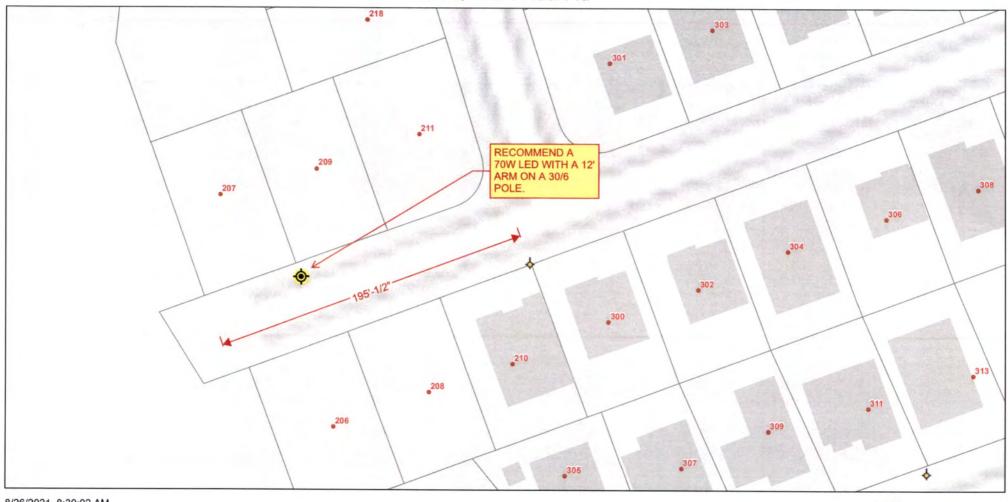
TOTAL DUE:

\$ 1,555.67

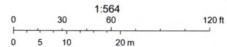
^{*}Labor Rates are based on hourly rates + benefits.

 $^{{}^{*}}$ Equipment Rates are based on FEMA's 2019 Schedule of Equipment Rates.

REQ 122 Frida Rd



8/26/2021, 8:30:02 AM



State of North Carolina DOT, State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, EPA

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

Memorandum

TO:

Alderman Jeffrey Odham

FROM:

Brenda Blanco, City Clerk

DATE:

September 1, 2021

SUBJECT:

Appointment to New Bern Firemen's Museum

Carol Zink has resigned from her position on the New Bern Firemen's Museum board to accept a position of Shift Leader at the museum. A new appointment is needed to fill the remainder of Ms. Zink's unexpired term, which will expire on April 22, 2023.

/beb