

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
MAY 24, 2022 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

3. Consider Adopting a Resolution Calling for a Public Hearing to Rezone 3601 Neuse Boulevard.
4. Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3412 Old Airport Road.
5. Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3436 Old Airport Road.
6. Consider Adopting a Resolution to Close Specific Streets for Colie Creation's My Pants Baby Fashion Show.
7. Approve Minutes. (CS)

8. Presentation by the American Flood Coalition.
9. Presentation by Redevelopment Commission.
10. Conduct a Public Hearing on the Proposed Budget for Fiscal Year 2022-2023.
11. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex a Portion of Tax Parcel ID 8-209-25001.
12. Consider Adopting a Resolution Approving a Lease Agreement with the New Bern/Craven County Area Farmers' Market, Inc.
13. Consider Adopting a Resolution Authorizing the City Manager to Execute an Amended Agreement with Metro Fibernet, LLC.
14. Consider Adopting a Resolution Extending the Agreement with Waste Industries, LLC d/b/a GFL Environmental, LLC for Commercial Services.

15. Consider Adopting a Resolution Extending the Agreement with Waste Industries, LLC d/b/a GFL Environmental, LLC for Residential Services.
16. Consider Adopting a Resolution Initiating the Upset Bid Process for 604 B Street (PID 8-005-015).
17. Consider Adopting a Resolution to Initiate the Upset Bid Process for 210 Duffy Street.
18. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2200 Grace Avenue.
19. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2101 Woodland Avenue (PID 8-026-053).
20. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1703 Wilmington Street.
21. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2302 McKinley Avenue.
22. Consider Adopting a Resolution Accepting American Rescue Plan Earmark Funds from NC Department of Environmental Quality.
23. Consider Adopting an Ordinance to Establish the Stormwater Study and Analysis Project Fund.
24. Consider Adopting a Budget Ordinance Amendment for FY2021-22.
25. Discussion of American Rescue Plan Funds.
26. Appointment(s).
27. Attorney's Report.
28. City Manager's Report.
29. New Business.
30. Closed Session.
31. Adjourn.

Aldermen

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



Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memo to: Mayor and Board of Aldermen
From: Foster Hughes, City Manager
Date: May 19, 2022
Re: May 24, 2022 Agenda Explanations

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

Consent Agenda

3. **Consider Adopting a Resolution Calling for a Public Hearing to Rezone 3601 Neuse Boulevard.**

(Ward 4) Boa Nguyen has requested to rezone a 0.76-acre parcel located at 3601 Neuse Boulevard from C-4 neighborhood business district and R-6 residential district to C-3 commercial district. The Planning and Zoning Board unanimously approved this request at their May 3, 2022 meeting. It is requested a public hearing be scheduled for June 14, 2022 to receive comments and consider this request. A memo from Matt Schelly, Interim Director of Development Services, is attached.

4. **Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3412 Old Airport Road.**

After receiving a petition for annexation, the Board adopted an ordinance on April 27, 2021 to annex 3412 Old Airport Road. The initial zoning for the property needs to be established. Staff and the property owner are requesting the property be zoned R-8 residential, which is consistent with the character of adjacent land uses and zoning classifications. It is requested a public hearing be scheduled for June 14, 2022 to receive comments and consider this request. A memo from Mr. Schelly is attached.

5. Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3436 Old Airport Road.

After receiving a petition for annexation, the Board adopted an ordinance on February 22, 2022 to annex 3436 Old Airport Road. The initial zoning for the property needs to be established. Staff and the property owner are requesting the property be zoned R-8 residential, which is consistent with the character of adjacent land uses and zoning classifications. It is requested a public hearing be scheduled for June 14, 2022 to receive comments and consider this request. A memo from Mr. Schelly is attached.

6. Consider Adopting a Resolution to Close Specific Streets for Colie Creation's My Pants Baby Fashion Show.

(Ward 1) Colie Creations, Inc. has requested to close the 300 block of South Front Street on July 30, 2022 from 7:30 a.m. until 12 p.m. for a "My Pants Baby Fashion Show", an event to raise money for and bring visibility to the organization and the bookstore Next Chapter Books. A rain date of July 31, 2022 is sought. A memo from Kari Warren, Interim Director of Parks and Recreation, is attached.

7. Approve Minutes.

Closed session minutes from February 8, 2022, February 22, 2022, March 12, 2022, and April 12, 2022, and regular minutes from the May 10, 2022 meeting will be provided for review and approval.

8. Presentation by the American Flood Coalition.

Tony McEwen, the Carolinas Director for the American Flood Coalition, will be in attendance to provide information on the Coalition. New Bern has been an activate participant in the Eastern NC Recovery and Resilience Alliance, which was formed after Hurricane Florence. The alliance has partnered with the coalition, which is a nonpartisan group of political, military, business, and local leaders seeking to advance solutions that support flood-affected communities.

9. Presentation by Redevelopment Commission.

On behalf of the Redevelopment Commission, Tabari Wallace, Kip Peregoy, and Julian Tripp will make a presentation on the needs of the Health and Wellness Committee and the proposed use of the McCotter House. The Governing Board previously allocated \$250,000 in ARP funds for this project. Members of the Commission will share information on a new plan that seeks an additional allocation of \$100,000. Attached is a memo from Mr. Schelly.

10. Conduct a Public Hearing on the Proposed Budget for Fiscal Year 2022-2023.

At the May 10, 2022 meeting, the City Manager presented the proposed budget for Fiscal Year 2022-2023, and the Board adopted a resolution calling for a public hearing on this date to receive comments. This hearing was also advertised as required by statute.

11. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex a Portion of Tax Parcel ID 8-209-25001.

(Ward 4) As an authorized representative for Weyerhaeuser NR Company, Cliff Parson requested a 9.25-acre portion of 5001 Clock Road, also identified as Tax Parcel ID 8-209-25001, be annexed by the City. The property is the proposed future site for Thales Academy. After conducting a public hearing, the Board is asked to consider the adoption of an ordinance to annex the property. A memo from Brenda Blanco, City Clerk, is attached along with a map of the subject property.

12. Consider Adopting a Resolution Approving a Lease Agreement with the New Bern/Craven County Area Farmers' Market, Inc.

(Ward 1) The current lease with the Farmers' Market will expire on June 30, 2022. A new five-year lease is proposed effective July 1, 2022 through June 30, 2027 at a rate of \$500 per month. The Farmers' Market is responsible for repair and maintenance of the structure and is required to provide hazard, wind and hail, and public liability insurance. These terms have been reviewed and approved by the Farmers' Market.

13. Consider Adopting a Resolution Authorizing the City Manager to Execute an Amended Agreement with Metro Fibernet, LLC.

In April 2021, the City entered into an agreement with Metro Fibernet ("MetroNet") to provide voice, video, and internet fiber services to residents and businesses in the New Bern market. Eddie Massengale, Director of Business Development with MetroNet, will be in attendance to discuss a need to amend the agreement. Due to increased costs, the company can no longer offer Fiber IPTV services to residential and business consumers at affordable rates. The amended agreement removes the provision to provide these services.

14. Consider Adopting a Resolution Extending the Agreement with Waste Industries, LLC d/b/a GFL Environmental, LLC for Commercial Services.

The existing 5-year agreement with Waste Industries for commercial pickup and dumpster service will expire on June 30, 2022. Considering the current market for these services, scarcity of qualified and capable providers, plus uncertain economic factors, staff is proposing the current agreement be extended for a term not to exceed five years. For the most part, the terms of the original contract remain in place. However, the cost of dumpster service will increase by 4.8%. A memo from Al Cablay, Director of Public Works, is attached.

15. Consider Adopting a Resolution Extending the Agreement with Waste Industries, LLC d/b/a GFL Environmental, LLC for Residential Services.

Like the previous item, the existing 5-year agreement with Waste Industries for residential refuse service will expire on June 30, 2022. Again, instead of issuing a Request for Proposal, staff is recommending the contract be extended for another five years. Under the extension, the cost of residential trash service will increase by 3%. A memo from Mr. Cablay is attached.

16. Consider Adopting a Resolution Initiating the Upset Bid Process for 604 B Street (PID 8-005-015).

(Ward 1) Charles Diggs and Cecilia DiCarlo made an offer to purchase 604 B Street for \$2,000. The 0.19-acre vacant parcel was acquired by the City in 2002 and has a tax value of \$3,900. The bidders have spoken with staff in Development Services about their plans for the property and have expressed a desire to pursue the process. While the property is owned solely by the City, proceeds will be split equally with the County to satisfy a provision in the conveyance for outstanding, unpaid property taxes due to Craven County. If the property is sold for the initial bid, the projected proceeds to the City and County are \$900 each. The City will also receive reimbursement of the advertising cost. A memo from Brenda Blanco, City Clerk, is attached along with pictures of the property.

17. Consider Adopting a Resolution to Initiate the Upset Bid Process for 210 Duffy Street.

(Ward 5) Norn Chan has submitted an offer to purchase 210 Duffy Street for \$4,500. The 0.17-acre vacant parcel has a tax value of \$9,000 and was acquired by the City and County in 2016 through tax foreclosure. Taxes, interest, penalties, fees and costs due to the County at that time were \$1,723.90 and \$190.31 to the City. If the property is sold for the initial bid, it is estimated the County will receive \$3,236.14 and the City will receive \$1,263.86 from the proceeds. The bidder owns the adjacent property at 208 Duffy Street and desires to expand his greenspace. A memo from Ms. Blanco is attached along with pictures of the property.

18. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2200 Grace Avenue.

(Ward 2) Kenny Muse made an offer to purchase 2200 Grace Avenue for \$10,600. The 0.22-acre vacant parcel has a tax value of \$20,000 and was donated to the City in 1992. The bidder has spoken with staff in Development Services about his plans for the property and has expressed a desire to pursue the process. A memo from Ms. Blanco is attached along with pictures of the property.

19. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2101 Woodland Avenue (PID 8-026-053).

(Ward 2) Kenny Muse submitted an offer to purchase 2101 Woodland Avenue for \$10,500. The vacant 0.25-acre parcel has a tax value of \$20,000 and was acquired from the NC State Highway Commission (now NCDOT) in 1960. The triangular-shaped parcel was created by the relocation of Highway 17. The bidder has spoken with staff in Development Services about his plans for the property and has expressed a desire to pursue the process. A memo from Ms. Blanco is attached along with pictures of the property.

20. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1703 Wilmington Street.

(Ward 1) Ashley Boyd submitted an offer to purchase 1703 Wilmington Street for \$3,000. The vacant 0.09-acre parcel has a tax value of \$6,000 and was acquired by the City in 2008. The bidder owns the adjacent property at 1705 Wilmington Street and is seeking to expand her greenspace. A memo from Ms. Blanco is attached along with pictures of the property.

21. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2302 McKinley Avenue.

(Ward 2) Davis McKinley Properties, LLC submitted an offer to purchase 2302 McKinley Avenue for \$3,040. The vacant 0.23-acre parcel has a tax value of \$6,080 and was acquired by the City and County in 2013 through tax foreclosure. The taxes, interest, penalties, fees and costs due at that time were \$2,619.18 to Craven County and \$517.02 to the City. If the property is sold for the initial bid, it is estimated the County will receive \$1,954.37 and the City will receive \$1,085.63 from the proceeds. The bidder has no immediate plans for the property. A memo from Ms. Blanco is attached along with pictures of the property.

22. Consider Adopting a Resolution Accepting American Rescue Plan Earmark Funds from NC Department of Environmental Quality.

As previously announced, the City was appropriated \$75,000 in American Rescue Plan Funding from the NC Department of Environmental Quality. The funding will be used for study and analysis of frequently flooded areas in New Bern. To formally accept the grant, the City must adopt a resolution authorizing the City Manager to execute an Offer and Acceptance form. A memo from Mr. Cablay is attached.

23. Consider Adopting an Ordinance to Establish the Stormwater Study and Analysis Project Fund.

In relation to the previous item, this ordinance will establish the Stormwater Study and Analysis Project Fund. The project will involve the investigative hydrologic study of frequently flooded areas within the City, analysis of stormwater control

measures, and an engineering concept plan. A memo from Kim Ostrom, Director of Finance, is attached.

24. Consider Adopting a Budget Ordinance Amendment for FY2021-22.

This budget amendment will recognize an award from the Internet Crimes Against Children ("ICAC") Grant in the amount of \$70,902. The funding will be used to purchase GrayKey, a device that can unlock cellular and mobile devices to access critical digital evidence for use in prosecution. It also recognizes \$5,000 in grant funds from Walmart that will be divided equally among the Police and Fire Departments. Police will utilize their \$2,500 for National Night Out and the New Bern Noble Knights Chess Club, and Fire will replenish its supply of smoke detectors. Neither the ICAC nor the Walmart grant require matching funds. A memo from Mrs. Ostrom is attached.

25. Discussion of American Rescue Plan Funds.

With more than \$4 million in American Rescue Plan ("ARP") funds still available for designation, a PowerPoint will be shared to review potential projects identified by staff and those requested by Governing Board members.

26. Appointment(s).

27. Attorney's Report.

28. City Manager's Report.

29. New Business.

30. Closed Session.

31. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 3601 Neuse Boulevard.

Date of Meeting: 5/24/2022	Ward # if applicable: Ward 4
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/14/2022

Explanation of Item:	Property owner Boa Nguyen has requested consideration to rezone one parcel, totaling 0.76 +/- acres, from spilt zoning of C-4/R-6 to C-3.
Actions Needed by Board:	Adopt a Resolution
Backup Attached:	Memo, Resolution, Map

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

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

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: May 13, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing to Rezone 3601 Neuse Boulevard.

Property owner Boa Nguyen has requested consideration to rezone one parcel, totaling 0.76 +/- acres, from split zoning C-4 Neighborhood Business District and R-6 Residential to C-3 Commercial District. The parcel is located at 3601 Neuse Boulevard and is further identified as Craven County Parcel ID # 8-243-16000. (Ward 4)

The Planning and Zoning Board unanimously approved this application at their May 3, 2022, meeting and recommend approval of the request.

Please contact Matt Schelly at 639-7583 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 0.76 +/- acres located at 3601 Neuse Boulevard from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-243-16000.

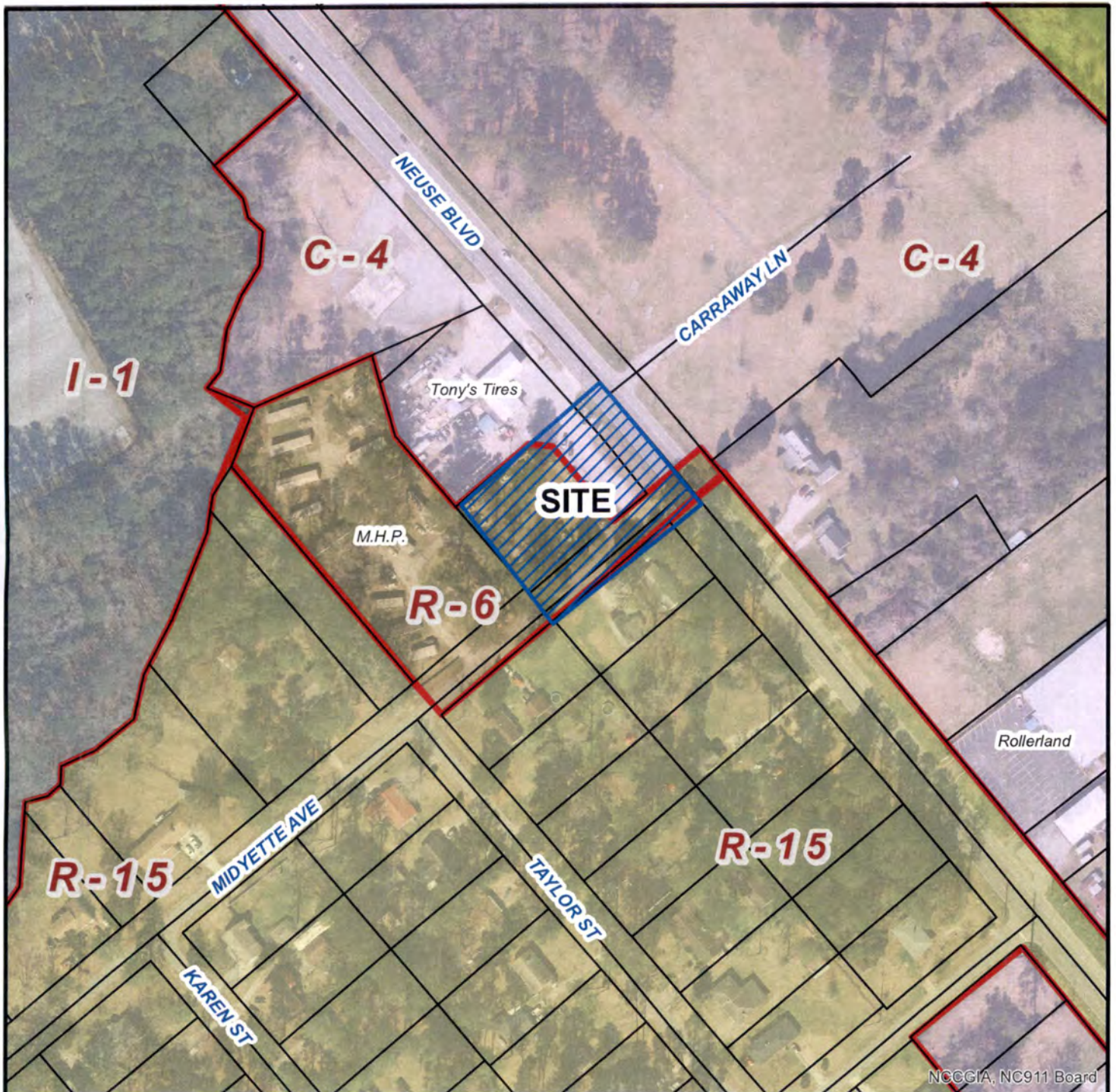
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

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, June 14, 2022 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 0.76 +/- acres located at 3601 Neuse Boulevard from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-243-16000.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 3601 Neuse Blvd - Approx. 0.76-- Acres: PID: 8-243-16000

LOCATION: Southwest corner of Neuse Blvd and Midyette Ave.



Existing Zone: R-6 & C-4
Proposed Zone: C-3

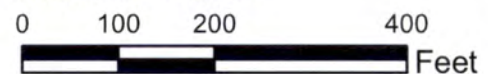


Zoning Boundaries

Imagery Early 2020

CITY of NEW BERN
Development
Services

Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3412 Old Airport Road.

Date of Meeting: 5/24/2022	Ward # if applicable: Ward 3
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/14/2022

Explanation of Item:	Property owner Barbara Fulcher requested that 3412 Old Airport Road be annexed into the City limits, staff is requesting initial zoning designation of R-8 Residential District.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Map

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

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

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director of Development Services

DATE: May 13, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3412 Old Airport Road.

The Board of Alderman is requested to call for a public hearing to be held on June 14, 2022, to consider initial zoning for 3412 Old Airport Road. Property owner Barbara Fulcher requested to annex 3412 Old Airport Road in Township 7, as part of a desire to enter into a Sewer Use Agreement for the property. This request was approved by the Board of Alderman at the April 27, 2021, meeting. Staff is requesting an initial zoning designation for 3412 Old Airport Road of R-8 Residential District as it is consistent with the character of the adjacent land uses and zoning classifications. The property owner has been contacted and is requesting R-8 Residential District Zoning as well.

Please contact Matt Schelly at 252-639-7583, 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 initially zone 1.29 +/- acres to R-8 Residential District, located at 3412 Old Airport Road. The property is further identified as Craven County Parcel Identification Number 7-105-017.

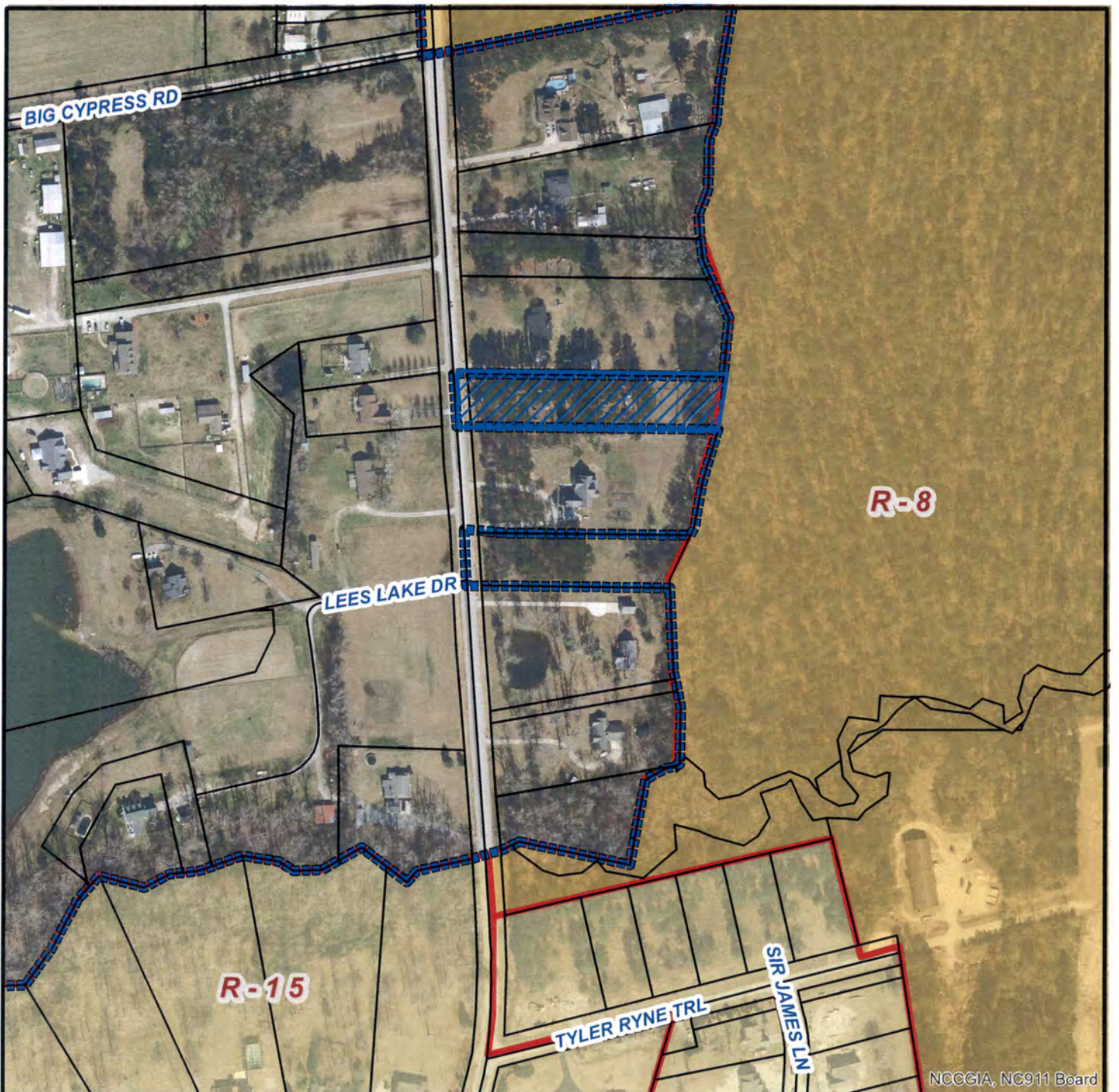
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

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, June 14, 2022, 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 initially zone 1.29 +/- acres to R-8 Residential District, located at 3412 Old Airport Road. The property is further identified as Craven County Parcel Identification Number 7-105-017.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



INITIAL ZONING CASE: 3412 Old Airport Rd - Appr. 1.289 Acres+-: PIDs: 7-105-017

LOCATION: East side of Old Airport Rd, north of Tyler Ryne Trl



Existing Zone: None
Proposed Zone: R-8

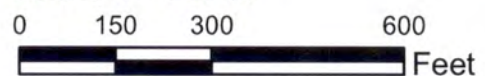


Zoning Boundaries

Imagery Early 2020

**N CITY of NEW BERN
Development
Services**

Scale: 1 = 300 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3436 Old Airport Road.

Date of Meeting: 5/24/2022	Ward # if applicable: Ward 3
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/14/2022

Explanation of Item:	Property owners Eddie and Iris Teachey have requested that 3436 Old Airport Road be annexed into the City limits, staff is requesting initial zoning designation of R-8 Residential District.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Map

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

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

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director of Development Services

DATE: May 13, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing to Initially Zone 3436 Old Airport Road.

The Board of Alderman is requested to call for a public hearing to be held on June 14, 2022, to consider initial zoning for 3436 Old Airport Road. Property owners Eddie and Iris Teachey have requested to annex 3436 Old Airport Road in Township 7, as part of a desire to enter into a Sewer Use Agreement for the property. This request was approved by the Board of Alderman at the February 22, 2022, meeting. Staff is requesting an initial zoning designation for 3436 Old Airport Road of R-8 Residential District as it is consistent with the character of the adjacent land uses and zoning classifications. The property owner has been contacted and is requesting R-8 Residential District Zoning as well.

Please contact Matt Schelly at 252-639-7583, 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 initially zone 1.02 +/- acres to R-8 Residential District, located at 3436 Old Airport Road. The property is further identified as Craven County Parcel Identification Number 7-105-020.

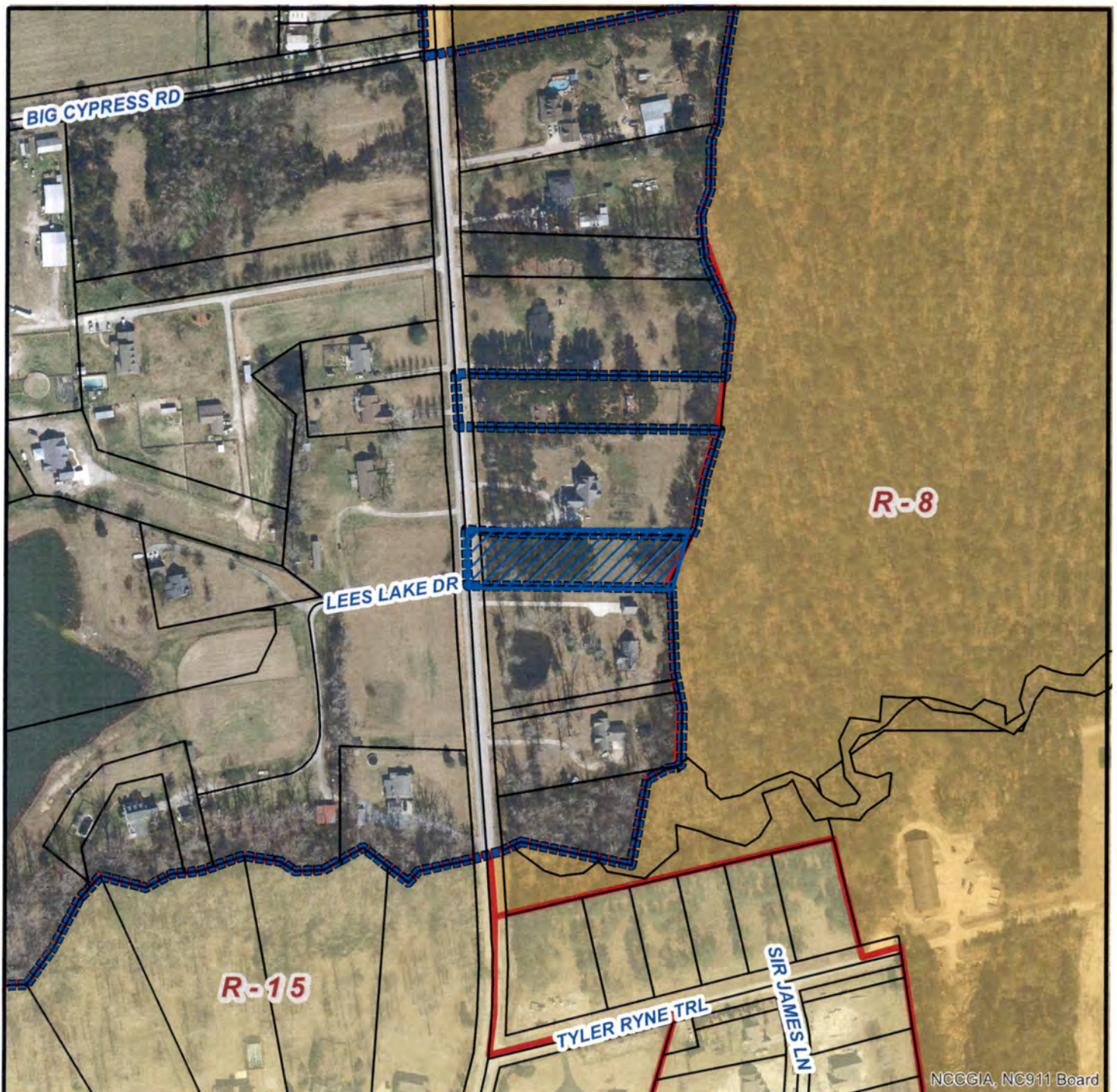
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

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, June 14, 2022 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 initially zone 1.02 +/- acres to R-8 Residential District, located at 3436 Old Airport Road. The property is further identified as Craven County Parcel Identification Number 7-105-020.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



INITIAL ZONING CASE: 3436 Old Airport Rd - Appr. 1.015 Acres+-: PIDs: 7-105-020

LOCATION: East side of Old Airport Rd, north of Tyler Ryne Trl



Existing Zone: None
Proposed Zone: R-8

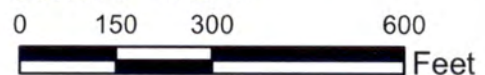


Zoning Boundaries

Imagery Early 2020

N CITY of NEW BERN
Development
Services

Scale: 1 = 300 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a street for Colie Creations, Inc. My Pants Baby Fashion Show.

Date of Meeting: 5/24/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Colie Creations, Inc. has requested to close the 300 block of South Front Street to vehicular traffic from 7:30 a.m. until 12:00 p.m., on Saturday, July 30, 2022, with a rain date of July 31, 2022, for Colie Creations, Inc. My Pants Baby Fashion Show.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map - Petition

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

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

Additional Notes: N/A

Aldermen

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



Kari Warren, CPRP
Interim Director of Parks & Recreation

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance



Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Interim Director of Parks and Recreation

Re: Street Closures for Colie Creations, Inc. My Pants Baby Fashion Show.

Background Information:

Colie Creations, Inc. has made a request to close the 300 block of South Front Street to vehicular traffic from 7:30 a.m. until 12:00 p.m. on Saturday, July 30, 2022, with a rain date of July 31, 2022, for Colie Creations, Inc. My Pants Baby Fashion Show.

Recommendation:

The Interim Director of Parks and Recreation recommends approval and request the Board adopt a Resolution approving the request.

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

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

RESOLUTION

THAT WHEREAS, Colie Creations, Inc. has scheduled My Pants Baby Fashion Show and has requested the 300 block of South Front Street between Middle and Craven Streets be closed to vehicular traffic from 7:30 a.m. until 12:00 p.m. on Saturday, July 30, 2022, with a rain date of July 31, 2022; and

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

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

That the 300 block of South Front Street be closed to vehicular traffic from 7:30 a.m. until 12:00 p.m. on Saturday, July 30, 2022, with a rain date of July 31, 2022, for My Pants Baby Fashion Show.

ADOPTED THIS 24th DAY OF MAY 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

APR 21 2022

BY: VEM

July 30, 22
Saturday**CITY OF NEW BERN****APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS**

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

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

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

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

Name of Event/Activity: MY PANTS BABY FASHION SHOW
 Organization Name: COLIE CREATIONS INC
 Responsible Contact: NICOLE KOHR
 Address: 3117 JOHN WILLIS RD
 City: NEW BERN State: NC Zip code: 28562
 Phone: 732-485-8166 Alternate Phone: _____
 Email: INFO@COLIECREATIONS.ORG

Type of Event: ☐ Demonstration ☐ Festival ☒ Parade

Date of Event: JULY 30, 2022 Proposed Rain Date: JULY 31, 2022

Event Set up time: 7:30 AM Event Tear Down Completed Time: 12 PM

Event Start Time: 10 AM Event End Time: 11 AM

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

320 S FRONT STREET, NEW BERN NC 28560. Between middle street and craven street. Backstage events will happen inside of Next Chapter Books.

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)

To raise money for and bring visibility to two local organizations: Colie Creations Inc (501c3) and Next Chapter Books. Colie creations advocates for patients through storytelling and related events. Book Sales!

Estimated attendance: 100; Attendance not to exceed: 249

*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 # 1 Sizes 10x10 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 # 6 trash cans.

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

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

Street Closing

Dg.
70 dr

Are you requesting any City of New Bern Street Closures?

☒ Yes*

☐ No

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

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

BETWEEN MIDDLE STREET AND CRAVEN STREET

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

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

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

TRANSPORTATION VEHICLE WILL BE ON THE PREMISES. THEY WILL NOT BE IN THE PARADE/FASHION SHOW. 3/1 COOKIES AND COFFEE FOOD TRUCK PLATE IS JW9079. SEE ATTACHED FOR MORE.

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

☐ Yes

☒ No (Additional insurance may be required)

Will Food Vendors or Commercial/Non-Profit vendors be part of this event? ☒ Yes ☐ No

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

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

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

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

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

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

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

☐ Payment in full of applicable fees and charges.

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

The following items must be submitted with Application:

☒ Completed & Signed Application

☒ Detailed maps of parade route and/or festival layout

☒ Petition of signatures (if road closure is requested)

☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Nick Hu

4-20-2022

Authorized Signature

Date

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

Administrative Support Supervisor

Date

This application has been approved.

Gari Warner

5-13-2022

Director of Parks & Recreation

Date

Total Anticipated Charges

Barricades: # 6

\$ _____

Trash Collection: \$ _____

City Staff: # _____

\$ _____

Vendor Fees # _____

\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ 30.00

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

☒ Approved by Department

Date: 5/13/22

Staff Initials: KW

☒ Submitted for Board Approval

Date: 5/13/22

Staff Initials: KW

☐ All Paperwork collected

Date: _____

Staff Initials: _____

☐ All fees collected \$ _____

Date: _____

Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mylo LLC 8880 Ward Parkway Suite 200 Kansas City MO 64114	CONTACT NAME: CSC PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25895
INSURED Colie Creations Inc. 3117 John Willis Rd New Bern NC 28562		

COVERAGES **CERTIFICATE NUMBER:** CL2241806598 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		NPP1610351	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Prof E&O \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS/ARE ADDITIONAL INSURED ON (COVERAGE), AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

City of New Bern PO Box 1129 New Bern NC 28563	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

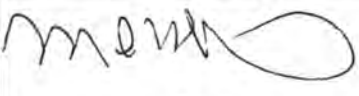
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"My Pants" Baby Fashion Show And S Front Street Road Closure

Colie Creations Inc is a local 501(c)3 nonprofit that advocates for patients through storytelling.

Colie Creations Inc is partnering with Next Chapter Books to host the "My Pants" Baby Fashion Show. The show is based on the award-winning book "My Pants" and will act as a fundraiser for Colie Creations Inc and the Cystic Fibrosis Foundation. See attached flyer with tentative dates.

We'd like to host the show on Saturday, July 30th from 10 AM to 11 AM. The rain date is Sunday July 31st from 10 AM to 11 AM. The road would be closed from 9 AM until 12 PM. We're asking your permission to close a portion of S Front Street – Middle Street to Craven Street – during this time.


Business Name	Signer's Name (Print)	Email	Date
CENTURY 21 ZAYTOUN-RAINES	 MICHAEL RAINES	michaelraines@ c21zr.com	4/13/22
Law Offices John King	Closed on Saturday		
BB & T Bank	Closed on Saturday		
Chamber	Closed on Saturday		
Bear City Impact	Closed on Saturday		

“My Pants” Baby Fashion Show And S Front Street Road Closure

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We’d like to host the show on Saturday, July 30th from 10 AM to 11 AM. The rain date is Sunday July 31st from 10 AM to 11 AM. The road would be closed from 9 AM until 12 PM. We’re asking your permission to close a portion of S Front Street – Middle Street to Craven Street – during this time.

Business Name	Signer's Name (Print)	Email	Date
Craven County ABC Store#1 318 S. Front Street New Bern, NC 28560	Paul Brown 	ccabc@suddenlinkmail.com	3-28-22

HOSTS

- Nicole Kohr, Colie Creations Inc (Program Planner, Host)
Nicole will host the event and be the primary point of contact for all vendors.
- Michelle Garren-Flye, Next Chapter Books (Venue)
Backstage events will take place inside of Next Chapter Books. Michelle will have access to sign up sheets and flyers.

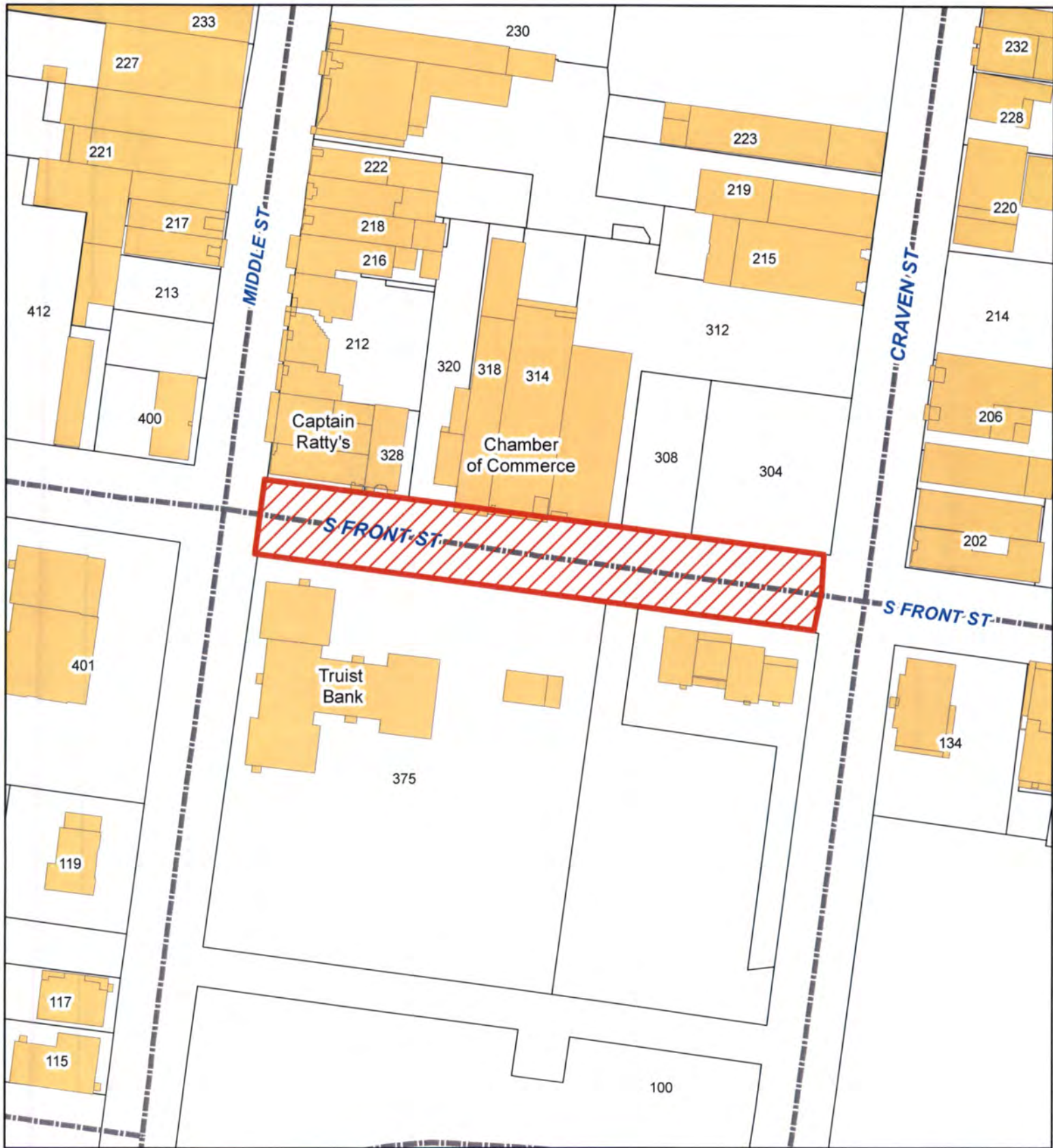
VENDORS

*The fashion show runway will exist in front of Next Chapter Books (320 S Front Street) via a chalk guideline. This leaves room on the remainder of the closed off street for vendors.

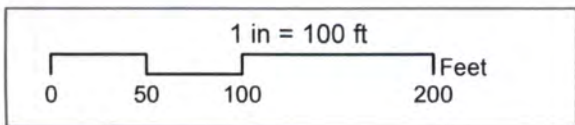
- Brian Cardoza, 3/1 Cookies & Coffee Food Truck (Food Vendor)
Purpose: Brian will sell snacks and beverages to participants and guests.
Other: Food Truck License Plate #JW9079
- Walt "Fox" Feltman, BTA Entertainment (DJ)
Purpose: Provide music, microphones, and sound system during the event.
Other: Equipment Transport License Plate #TJP-1006
Required: An outdoor area of 8x8 ft with access to an outlet. Tent of at least 10x10 ft.
- Ellen LeRoy, Gif It Photo Booth (Photobooth)
Purpose: Participants and audience can take pictures inside of Next Chapter Books.
Required: An area of about 5x5 inches.

OTHER

- Bear Towne Escape Room is providing a discount to all fashion show participants. They'll also have access to sign up sheets and flyers for the event.
- Morgan Romano, Miss NC USA 2022, appearing with permission of Paula Miles (Guest Co-Host)
Morgan will assist Nicole in hosting the fashion show.
- Bear Town Tent (10x10 Tent)
They will provide shelter for the DJ and his equipment.



Area to be
Temporarily Closed



Temporary Street Closing

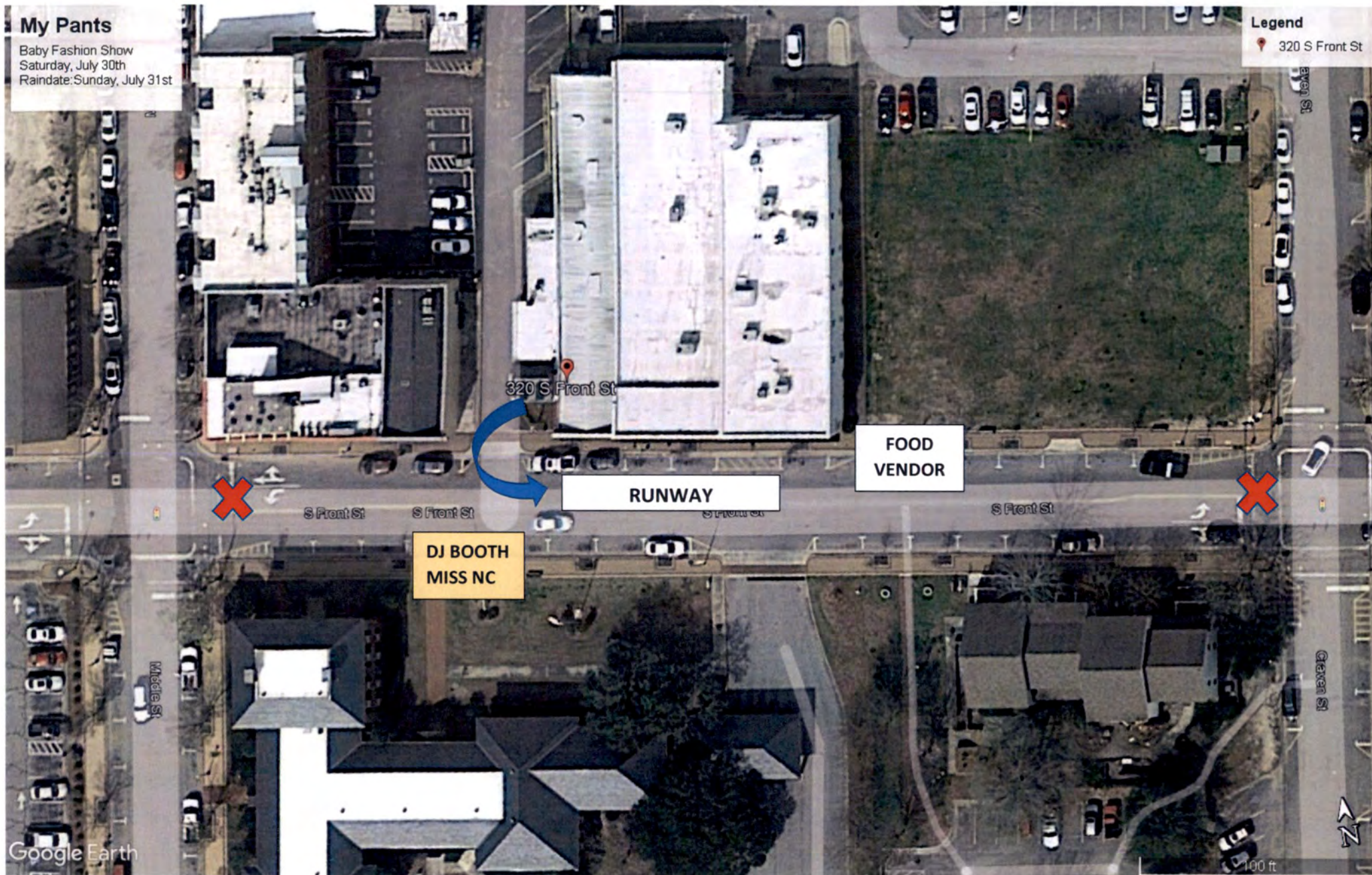
Closed Streets:
300 Block - S Front Street
(Between Craven & Middle Sts.)

My Pants

Baby Fashion Show
Saturday, July 30th
Raindate: Sunday, July 31st

Legend

320 S Front St



- DJ booth will be set up in a parking space to allow for emergency lane.
- Runway will be on half the street to allow for emergency lane.
- Food Vendor will be set up in a parking space.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation by Redevelopment Commission

Date of Meeting: 5/24/2022	Ward # if applicable: Wards 1, 2 & 5
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Presentation by the Redevelopment Commission on Health and Wellness
Actions Needed by Board:	None
Backup Attached:	Memo, PowerPoint Presentation

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

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

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: May 13, 2022

SUBJECT: Presentation by Redevelopment Commission

During the May 11, 2022, Redevelopment Commission regular meeting the Health and Wellness Working Group gave a presentation regarding input received from the community. This included possibilities for a clinic in the redevelopment boundary and resources available to help with funding. During the March 8, 2022, Board of Aldermen meeting there was discussion of allocating \$250,000.00 from ARP funds to go towards the Redevelopment Commission's efforts. The Commission is presenting an idea that would require an additional \$100,000.00 to go towards this to fund the projects and open more grant opportunities.

Please contact Matt Schelly at 639-7583 should you have questions or need additional information.



NEW BERN REDEVELOPMENT COMMISSION

5/24/2022

1

“The New Bern Redevelopment: Leading the way for community transformation and improvement by directly addressing community needs in the vital areas of public health, infrastructure, housing, and economic development.

The Commission is committed to an accountable, transparent, and publicly driven process”

2

HEALTH & WELLNESS

- Proposed Location: 908 Bloomfield Street and vicinity.
- Encourage community health and wellness.
- Increase the number of healthcare, wellness and recreation options in the redevelopment boundary area.
- Support the retention of a comprehensive health and wellness center within the redevelopment boundary area.

NEW BERN
NORTH CAROLINA

3

SECURED PARTNERS, OTHER

- Dr. Fisher, Craven County Health Department.
- Dr. Livingston, NC Century University
- Wanda Boone, Durham T.R.Y.
- Duke University
- Religious Community Services
- Reggie Jones, Community Leader
- Tabari Wallace & Julian Tripp, Redevelopment Commissioners
- MERCI Clinic (Unsecured)

NEW BERN
NORTH CAROLINA

4

RECOMMENDED & PREVENTATIVE SERVICES

- Health promotion awareness
- Stress
- Screenings for: Cancer, Blood pressure, Cholesterol, Prostate, Diabetes, Alcohol
- Blood work
- Trauma interventions
- Smoking cessations
- Addiction intervention
- Community forums
- Shuttle

NEW BERN
NORTH CAROLINA

5

PERSONNEL NEEDED

Possible with
Community
Partnerships

- Certified Nurses
- Nursing Students
- Health Department



NEW BERN
NORTH CAROLINA

6

RURAL HEALTHCARE FUNDING,ETC.

- Rural Community Health Initiatives
- Supplemental Services
- Counseling Services and Interventions
- NC Central University
- Duke University Partnership
- Tri Durham

NEXT STEPS

- Other information
- Questions
- Requests

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on the Fiscal Year 2022-23 Proposed Budget.

Date of Meeting: 05/24/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	At the 5/10/22 BOA meeting a resolution calling for a public hearing to be held on 5/24/22 was adopted. A public hearing must be held for the proposed FY23 budget.
Actions Needed by Board:	Conduct a public hearing on the proposed FY23 budget.
Backup Attached:	Memo

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

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

Additional Notes:



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom –Director of Finance
DATE: May 13, 2022
RE: Conduct a Public Hearing on the FY23 Proposed Budget

Background

At its meeting on May 10, 2022, the Board of Aldermen adopted a resolution calling for a public hearing to be held May 24, 2022 on the FY 2022-23 Proposed Budget.

The proposed budget was delivered to the Board on May 10, 2022 and made available for public inspection at the City Clerk's office and the New Bern Craven County Library. The budget was also available on the City's website as of May 11, 2022.

Requested Action

It is recommended that the Board conduct a public hearing on the FY 2022-23 Proposed Budget at its meeting on May 24, 2022.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Annex a Portion of 5001 Clock Road

Date of Meeting: 05/24/22	Ward # if applicable: 4
Department: Administration	Person Submitting Item: Brenda Blanco, City Clerk
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Weyerhaeuser has requested a portion of 5001 Clock Road be annexed. The property is in the West New Bern development and will be the future site of Thales Academy.
Actions Needed by Board:	After conducting a public hearing on the request, consider adopting an ordinance to annex the property.
Backup Attached:	Memo, Ordinance, map of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

TO: Mayor and Board of Aldermen

FROM: Brenda E. Blanco, City Clerk

DATE: February 11, 2022

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance to Annex Property Located at 5001 Clock Road

Background

As an authorized representative for Weyerhaeuser NR Company, Cliff Parson requested a 9.25-acre portion of 5001 Clock Road, also identified as Tax Parcel ID 8-209-25001, be annexed by the City. The property is in the area of the West New Bern development and is the proposed future site for Thales Academy.

Recommendation

Consider adopting an ordinance to annex the property.

Ordinance No. _____

Prepared by and return to:

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

AN ORDINANCE ANNEXING TO THE CITY OF NEW BERN PROPERTY OF WEYERHAEUSER NR COMPANY, CONSISTING OF 9.25 ACRES, MORE OR LESS, LOCATED AT 5001 CLOCK ROAD IN NUMBER EIGHT (8) TOWNSHIP

THAT WHEREAS, Weyerhaeuser NR Company filed a petition requesting the annexation to the City of New Bern of property it owns, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 9.25 acres, more or less, which said parcel is located at 5001 Clock Road in Number Eight (8) Township, Craven County, North Carolina, the boundaries of which are shown on a survey prepared by McKim & Creed, 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 May 24, 2022, 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 May 24, 2022, 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-31 of the General Statutes of North Carolina.

Section 2. That the property owned by Weyerhaeuser NR Company, the boundaries of which are more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 9.25 acres, more or less, which said parcel is located at 5001 Clock Road in Number Eight (8) Township, Craven County, North Carolina, be and the same is hereby annexed to the City of New Bern. A survey of the property being annexed appears of record in Map Book J at Page 12D of the Craven County Registry

Section 3. That the effective date of annexation shall be midnight on May 24, 2022.

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

Section 5. That this ordinance shall be recorded forthwith in the Office of the Register of Deeds of Craven County.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

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

That certain tract of land being in the City of New Bern, township No. 8, Craven County, North Carolina, said tract being a portion of the property described in Deed Book 2687 Pages 346 and Map Book I, Pages 17 A&B of the Craven County Register of Deeds, and being more fully described as follows:

Commencing at an 5/8" rebar and shown as the POB on said map, said rebar being on the eastern right of way of Bradham Boulevard (variable Public R/W), said rebar being North 69°04'50" East a distance of 1425.95 feet from a concrete control monument labeled WNB-2 with NC Grid NAD 83 coordinates of North 508,053.53 feet and East 2,559,980.41 feet, said monument also being South 32°25'29" East a distance of 922.62 feet from another concrete control monument with NC Grid NAD 83 coordinates of North 508,832.21 feet and East 2,559,485.77 feet; said rebar being the Point of Beginning.

Thence from the Point of Beginning and leaving said right of way North 56°31'27" East, a distance of 76.51 feet to a 5/8" rebar set; thence North 20°37'47" West, a distance of 464.22 feet to a 5/8" rebar set on the southern right of way of NC HWY 43 (variable Public R/W); thence with said right of way North 66°22'37" East, a distance of 188.92 feet to an NCDOT R/W Disc; thence continuing with said right of way North 64°41'03" East, a distance of 412.87 feet to a 5/8" rebar set on the western right of way of a 70' CP&L powerline easement as recorded in Deed Book 607 Page 377; thence leaving said right of way and with said line South 16°18'38" East, a distance of 685.62 feet to a 5/8" rebar set on the northern right of way of Clock Road (60' Public R/W); thence with said right of way South 73°41'22" West, a distance of 36.81 feet to a 5/8" rebar set at the beginning of a curve to the left, thence along the arc of said curve a distance of 272.19 feet, said curve having a radius of 1232.50 feet, a central angle of 12°39'12", and a chord bearing and distance of South 67°21'46" West 271.64 feet to a 5/8" rebar; thence South 61°02'10" West, a distance of 152.57 feet to a 5/8" rebar set on the eastern right of way of Bradham Boulevard; thence continuing with Clock Road, South 61°02'10" West a distance of 148.47 feet to a 5/8" rebar set on the western right of way of said Bradham Boulevard; thence with said line North 39°14'37" West, a distance of 77.35 feet to a 5/8" rebar set at the beginning of a curve to the left; thence along the arc of said curve a distance of 112.51 feet, said curve having a radius of 497.50 feet, a central angle of 12°57'27" and a chord bearing and distance of North 45°43'20" West 112.27 feet to a 5/8" rebar set; thence leaving said western right of way North 37°33'53" East a distance of 65.00 feet to the Point of Beginning. Containing 402,956 Sq. Ft. or 9.25 Acres, more or less, all as shown on a map titled "Recombination and Subdivision Plat for Thales Academy 8.86 Acres" dated March 03, 2022, and being the 8.86-acre tract and that portion of Bradham Boulevard shown thereon.

NC GRID (NAD 83/2011)

CERTIFICATE OF OWNERSHIP AND DEDICATION

WEYERHAEUSER NR COMPANY

NOTARY CERTIFICATE

Candace Hansen

C. F. P. P. P.

OWNER: WEYERHAEUSER NR COMPANY

SIGNED: *Candace Hansen* DATE: 5-11-22

CERTIFICATE OF APPROVAL BY THE CITY OF NEW BERN

1. I HEREBY CERTIFY THAT ALL STREETS SHOWN ON THIS PLAT ARE WITHIN THE CITY OF NEW BERN'S PLANNING JURISDICTION. ALL STREETS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAT HAVE BEEN INSTALLED OR COMPLETED OR THAT THEIR INSTALLATION OR COMPLETION WITHIN TWELVE (12) MONTHS AFTER THE DATE BELOW HAS BEEN ENSURED BY THE POSTING OF A PERFORMANCE BOND OR OTHER SUFFICIENT SURETY, AND THAT THE SUBDIVISION SHOWN ON THIS PLAT IS IN ALL RESPECTS IN COMPLIANCE WITH THE NEW BERN CITY CODE, AND THEREFORE, THIS PLAT HAS BEEN APPROVED BY THE NEW BERN BOARD OF ALDERMEN, SUBJECT TO ITS BEING RECORDED IN THE REGISTER OF DEEDS OFFICE OF CRAVEN COUNTY.

DATE: 5/12/2022

5/13/2022

DAVID L. JONES, JR. PL. L-3672

PROFESSIONAL LAND SURVEYOR

THIS SURVEY CREATES A SUBDIVISION OF LAND THAT REQUIRES A CERTIFICATION OF APPROVAL FROM THE CITY OF NEW BERN BEFORE THE PLAT IS PRESENTED FOR RECOMBINATION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10th DAY OF May A.D. 2022

DAVID L. JONES, JR. PROFESSIONAL LAND SURVEYOR L-3672

LEGEND

- RMB = BRASS DISK SET CONTROL POINT
- RT = IRON ROD SET (AS REBAR)
- RT = IRON ROD FOUND
- ▲ MCDOT RIGHT OF WAY DISK
- CALCULATED POINT
- OPEN END PIPE
- IRON ROD SET
- RS = RIGHT OF BEGINNING
- R/R = RIGHT OF WAY
- DB = DEED BOOK
- PG = PAGE
- N/T = NOW OR FORMERLY

--- BOUNDARY LINE

--- RIGHT OF WAY LINE

--- DEDICATED EASEMENT LINE

--- CENTERLINE ROAD

NC GRID NAD 83/2011 THE LINE TABLE

POINT	DIRECTION	GRID	GROUND	GRID COORDINATES	EASTING
WMB-1	N89°12'05"E	2686.40	2686.37	8663.1670	2,987,988.91
WMB-2	S89°12'05"E	902.81	902.82	8663.231	2,986,485.77
WMB-3	S89°12'05"E	902.81	902.82	8663.231	2,986,485.77
WMB-4	N89°12'05"E	2686.40	2686.37	8663.1670	2,987,988.91

ZONING

C-3

NO. LOTS

AVG. SIZE

BRANCH BOULEVARD

STREET LENGTH

205'

10'

10'

TOTAL ACRES IN PARCEL TRACT 536.74

LAND DESIGN

243 NORTH FRONT ST.

WILMINGTON, NC 28401

LAND PLANNING

243 N. GRIFFIN ST.

CHARLOTTE, NC 28202

SCALE: 1" = 100'

RECOMBINATION AND SUBDIVISION PLAT

FOR

THALES ACADEMY 8.86 ACRES

ADDRESS: 5001 CLOCK ROAD

OWNER: WEYERHAEUSER NR COMPANY

CITY OF NEW BERN- TOWNSHIP NO. 8-CRAVEN COUNTY-NORTH CAROLINA

MARCH 03, 2022

JOB NUMBER: 00910-0208

SCALE: 1" = 100'

CAD NUMBER: V509100208

PLS: DLJ

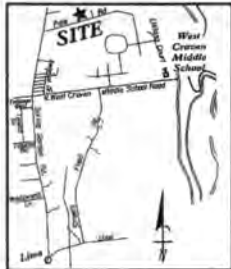
PARTY CHIEF: CH

CAD TECH: ACS

FIELD BOOK/PAGE: 2021

DRAWING NUMBER: 2021

SHEET 1 OF 1



VELOCITY MAP
NOT TO SCALE

LEGEND

- EP = EXISTING EPPY PLY
- ECM = EXISTING CONCRETE MONUMENT
- SP = SET WITH PLY
- EPK = EXISTING PLY KILL
- GP = SET WITH PLY
- W = WATER METER
- P = POWER POLE
- T = TELEPHONE FIDELITY
- TV = TELEVISION
- PT = POWER TRANSFORMER
- SC = SEWER PUMP CONNECTION
- ML = MINIMUM BUILDING LINE
- IS = NEWER CLEAR OUT
- W = NON-MONUMENTED POINT
- U = OVERHEAD UTILITIES

NOTES
THIS PROPERTY IS NOT LOCATED IN FLOOD ZONE.
PER FIRM MAP 312055-42004, DATED JUNE 19, 2020.

THE PURPOSE OF THIS SURVEY IS TO CREATE
THREE SEPARATE LOTS AND RECOMBINE LOTS 2 & REMAINDER.

LOTS 1 & REMAINDER ARE SERVED BY CRAVEN COUNTY WATER
AND INDIVIDUAL EXISTING SEPTIC SYSTEMS THAT HAVE NOT BEEN
EVALUATED BY CRAVEN COUNTY ENVIRONMENTAL HEALTH.

LOT 2 IS THE RESULT OF A RECOMBINATION BETWEEN LOT 2 AND
THE REMAINDER LOT IN WHICH THE COMMON PROPERTY LINE HAS
BEEN MOVED FOR THE PURPOSE OF MAKING THE 30' INGRESS/EGRESS
& UTILITY EASEMENT A PART OF THE REMAINDER LOT.

LOT 3 IS FOR NON-RESIDENTIAL PURPOSES ONLY.

LOT 1 MINIMUM SETBACK REQUIREMENTS:

FRONT: 30'
REAR: 15'
SIDE: 10'

LINE	DISTANCE	BEARING
1/1	0.0000	N00°00'00"E
1/2	0.0000	S00°00'00"E
1/3	0.0000	S00°00'00"E
1/4	0.0000	S00°00'00"E
1/5	0.0000	S00°00'00"E

Kenneth D. Adams
DB 3660 PG 1851

Phillip J. Adams
DB 3344 pg 204

REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

Filed for Registration of 11/12

This 17 day of Dec 2021

For Cashier 1H

Deputy Clerk
Sammuel Adams
Register of Deeds (Temporary Deputy)

Doc No: 10068773 DocType: PMS
Recorded: 12/17/2021 11:12:35 AM
Fee Amt: \$21.00 Page 1 of 1

CRAVEN County, North Carolina
Sheriff: B. Ashford Register of Deeds
Bk J Pg 1H

NORTH CAROLINA

CRAVEN COUNTY

Robin Becker
Notary Public
That the map or plat to which this certification is affixed meets all statutory
requirements for recording.

12-17-2021

Robin Becker
Notary Public

NORTH CAROLINA

CRAVEN COUNTY

I, TERRY A. WHEELER, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USED DESCRIPTION RECORDS
IN BOOK 1851, PAGE 204, BOOK 3344, PAGE 204, BOOK 3660, PAGE 1851 AND PG. 1852 THAT THE
BOUNDARIES HAVE BEEN SURVEYED AND INDICATED AS SHOWN LINES DRAWN FROM INFORMATION IN BOOK 1851, PAGE 204
OTHER REFERENCES SOURCE (SEE MAP) THAT THE MAP OF PRECISION OR PROFESSIONAL ACCURACY IS 1/40000
AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH
CAROLINA (NCEM) - 10.0001, THIS 17th DAY OF DECEMBER, 2021.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY
OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



Terry A. Wheeler
Professional Land Surveyor
1 - 3733
License Number

Craven County Planning Department
Hereby Approves This Minor 1 - Lot Subdivision

Subdivision Administrator
Date 12/17/21

WETLANDS DISCLAIMER

APPROVAL OF THIS SUBDIVISION DOES NOT ADDRESS THE ISSUE OF THE EXISTENCE OR
NON-EXISTENCE OF WETLANDS WITHIN THE SUBDIVISION. THE ENFORCEMENT OF WETLANDS
REGULATIONS UNDER SECTION 404 OF THE CLEAN WATER ACT AND SECTION 10 OF THE
RIVERS AND HARBORS ACT IS WITHIN THE JURISDICTION OF THE U.S. ARMY CORPS OF
ENGINEERS. INQUIRIES CONCERNING WETLANDS MATTERS SHOULD BE ADDRESSED TO THAT AGENCY.

CERTIFICATE OF COASTAL AREA MANAGEMENT OFFICER

This subdivision conforms to the standards of the North Carolina
Coastal Area Management Act of 1974 and is not located within an
area of environmental concern.

Date 12/17/21 Local Permit Officer

Kenneth D. Adams
DB 3660 PG 1851

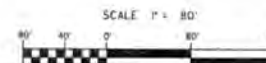
TAX PARCEL: 9-047-004
TAX PARCEL: 9-047-004
TAX PARCEL: 9-047-2000



LINE	DISTANCE	BEARING
1/1	0.0000	S00°00'00"E
1/2	0.0000	S00°00'00"E
1/3	0.0000	S00°00'00"E
1/4	0.0000	S00°00'00"E
1/5	0.0000	S00°00'00"E
1/6	0.0000	S00°00'00"E
1/7	0.0000	S00°00'00"E
1/8	0.0000	S00°00'00"E
1/9	0.0000	S00°00'00"E
1/10	0.0000	S00°00'00"E
1/11	0.0000	S00°00'00"E
1/12	0.0000	S00°00'00"E
1/13	0.0000	S00°00'00"E
1/14	0.0000	S00°00'00"E
1/15	0.0000	S00°00'00"E

Kenneth D. Adams
DB 3660 PG 1851

(SR 1424) PATE ROAD



OWNER: Kenneth Adams
6723 US HWY 2
TOWNSHIP, NC 28583
(336)429-2500
WHEELER LAND SURVEYING, LLC
PO BOX 11412
NEW BERN, NC 28561
(336)212-7115

LAND DIVISION FOR

KENNETH D. ADAMS

275 & 355 PATE ROAD
TOWNSHIP No. 9 CRAVEN COUNTY, NC
November 4, 2021

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Lease Agreement with New Bern/Craven County Area Farmers' Market, Inc.

Date of Meeting: 05/24/22	Ward # if applicable: 1
Department: Administration	Person Submitting Item: Foster Hughes, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The lease for the farmers' market will expire on June 30, 2022. A new 5-year lease is proposed with payments of \$500 a month.
Actions Needed by Board:	Consider adopting resolution.
Backup Attached:	Memo, resolution and lease

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

TO: Mayor and Board of Aldermen

FROM: Foster Hughes, City Manager

DATE: May 15, 2022

SUBJECT: Lease Agreement with New Bern/Craven County Area Farmers' Market

Background

On May 09, 2017, the City entered into a 5-year lease agreement with the New Bern/Craven County Area Farmers' Market. That lease will terminate on June 30, 2022. The lease provided for monthly payments of \$500, which were altered during COVID. The new lease is also for a period of five years at a rate of \$500 per month. The Farmers' Market is responsible for repair and maintenance of the structure and is required to provide hazard, wind and hail, and public liability insurance.

Recommendation

Consider adopting a resolution authorizing the execution of the lease.

RESOLUTION

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

That the Lease Agreement dated May 24, 2022, by and between the City of New Bern and New Bern/Craven County Area Farmers' Market, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 24th DAY OF MAY, 2022.

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 as of the 24th day of May, 2022, effective as of July 1, 2022, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and NEW BERN/CRAVEN COUNTY AREA FARMERS' MARKET, INC. ("Lessee"), a North Carolina non-profit corporation, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 421 South Front Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-001-D-031 and more specifically described in Exhibit A ("Premises"); and

WHEREAS, the Lessor has agreed that the Lessee may lease the Premises for use as a farmers' market and other activities more specifically described herein, 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 if a need arises, the Lessor may terminate the Lease pursuant to the provisions contained herein; 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.

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 five (5) years commencing at 12:01 a.m. on July 1, 2022, and terminating at midnight on June 30, 2027.
2. 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. Notwithstanding the foregoing, Lessor shall be responsible for all landscaping maintenance of the Premises other than the garden at the entrance on South Front Street.

3. The Lessee shall maintain hazard insurance, wind and hail insurance, and public liability insurance in such amounts as shall be approved from time to time by its governing board, with the advice and consent of the Board of Aldermen of the City of New Bern. The Lessor shall be named as an additional insured in each policy carried by the Lessee and shall be provided with a copy of the Certificate of Insurance.

4. If, during the term of this Lease, the Premises are damaged or destroyed by fire or other casualty, the Lessee shall repair such damage as quickly as is reasonably possible. The Lessor specifically agrees that proceeds of any insurance policy then in force may be used by the Lessee for that purpose. Should the Lessee fail or neglect to cause said repairs to be made, or in the case of total destruction, the improvements to be rebuilt, within a period of twelve (12) months of the date of the casualty, this lease shall be terminated, and Lessee shall provide Lessor with all remaining insurance proceeds, if any. Lessor shall make all insurance proceeds, if any, available to Lessee to use for the replacement or repair of the Premises.

5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay to Lessor the sum of FIVE HUNDRED DOLLARS (\$500.00) per month during the term of this Lease, with each monthly payment being due on or before the first day of each month.

6. The Lessee agrees to utilize the Premises as a farmers' market be open to all producers of farm products, seafood, crafts, and other items typical to a farmers' market in Craven County and adjoining counties, and to all consumers, subject to such rules as may established by the governing board of the said Lessee from time to time, which said rules shall be subject to approval by the Board of Aldermen of the City. The Lessee agrees to make the facility and Premises available for other activities such as, but not limited to, art and craft shows, group meetings, business functions, private parties and receptions, political rallies, concerts, governmental functions, educational events, etc. at such times as will not interfere with the operation of the facility as a farmers' market. Lessor may also have access to the Premises for public events when not in use by Lessee provided the Lessor provides Lessee with no less than twenty-one (21) days advance written notice, and is responsible for all costs associated with clean-

up and trash removal for such public event. Lessee shall provide an annual report to Lessor to include a summary of participation and activities conducted at the Premises. Additionally, Lessee shall provide a monthly financial report to the Ward 1 Alderman and the City Manager.

7. Lessor and Lessee agree that the parking area located on the Premises may be used for public parking Sunday through Friday except during such times that the Premises may be leased to a third party during these hours, or during times when the Premises is open for farmers' market operations. Lessor shall notify Lessor's representative at City Hall (636-4000) at least forty-eight (48) hours in advance of an event taking place at the Premises.

8. Lessee understands that this Lease will be subject to a license agreement between Lessor and the owner of properties located at 415 South Front Street (Parcel #8-001-D-033) and 417 South Front Street (Parcel #8-001-D-033-A) ("Licensees") allowing Licensees access for ingress and egress over that portion of the Premises described in Exhibit A.

9. Lessor and Lessee agree that the restrooms located on the Premises may be used for public restroom facilities provided that Lessor gives Lessee no less than thirty (30) days prior written notice of Lessor's intent to make such restrooms available to the public. Should the restroom facilities be made available to the public, Lessor shall assume all costs and expenses associated with cleaning and maintaining the restrooms, and shall also provide a means to secure the interior space of the market from public access when the market is not open for business.

10. The Lessee shall make no substantial modification of the improvements located on said Premises without the prior written consent of the Lessor.

11. 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.

12. Lessee shall make timely payment of all utility bills presented to Lessee by the City of New Bern.

13. The Lessor specifically reserves the right to install overhead or underground electric lines, and underground water and sewer mains on the demised premises, should this be

required to serve the Premises, or other properties in the area. In the event such installation shall disturb the improvements or the landscaping on the Premises, the Lessor shall restore the same to as near its original condition as is reasonably possible.

14. Lessee shall not assign this Lease nor sublet any part of the demised property without written consent of the Lessor, other than subleases entered into in the normal course of Lessee's business that do not exceed forty-eight (48) hours in duration.

15. 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 cancelled 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:

President
New Bern-Craven County Farmers Market, Inc.
P.O. Box 14846
New Bern, NC 28561

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.

CITY OF NEW BERN

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

NEW BERN/CRAVEN COUNTY AREA FARMERS' MARKET, INC.
A North Carolina Nonprofit Corporation

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, a notary public in and for said county and state, do hereby certify that on the _____ day of May, 2022, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk 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 May, 2022.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is President of NEW BERN/CRAVEN COUNTY AREA FARMERS' MARKET, INC., a North Carolina nonprofit corporation, and that (s)he, as President, being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said corporation for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2022.

Notary Public

My commission expires:

Exhibit A

BEGINNING at a point in the southerly right-of-way line of Tryon Palace Drive, which said point of beginning is the northwest corner of the property now or formerly owned by Earl Finch, and is marked by a concrete monument; thence from said point of beginning North $82^{\circ} 07' 20''$ West, 142.90 feet along and with the southerly right-of-way line of Tryon Palace Drive to a concrete monument, the northwesterly corner of the property conveyed to the City of New Bern by the Redevelopment Commission of the City of New Bern; thence South $07^{\circ} 44' 55''$ West, 300.86 feet to a point which lies North $07^{\circ} 44' 55''$ East, 10.49 feet from a Concrete monument; thence South $82^{\circ} 19' 20''$ East, 221.30 feet; thence North $07^{\circ} 32' 55''$ East, 144.20 feet to an iron pipe; thence North $80^{\circ} 45' 49''$ West, 76.85 feet to a concrete monument; thence North $07^{\circ} 18' 26''$ East, 154.90 feet to a concrete monument in the southerly right-of-way line of Tryon Palace Drive, the point of beginning.

SUBJECT TO those certain License Agreements to be entered into between the City of New Bern and the owners of properties located at 415 South Front Street (Parcel #8-001-D-033) and 417 South Front Street (Parcel #8-001-D-033-A) which provide access for ingress and egress over that portion of the above-described parcel more specifically described as follows:

COMMENCING at a point in the southerly right-of-way line of South Front Street, which said point is the northwest corner of property now or formerly owned by Earl Finch, which is marked by a concrete monument; thence North $82^{\circ} 07' 20''$ West 20 feet to the POINT OF BEGINNING. Thence from said point of beginning South $07^{\circ} 18' 26''$ West 115 feet; thence South $82^{\circ} 07' 20''$ East 20 feet to a point in the westernmost line of the Finch property; thence along and with the westernmost line of the Finch property South $07^{\circ} 18' 26''$ West 20 feet; thence North $82^{\circ} 07' 20''$ West 40 feet; thence North $07^{\circ} 18' 26''$ East 135 feet to a point in the southerly right-of-way line of South Front Street; thence along and with the southerly right-of-way line of South Front Street South $82^{\circ} 07' 20''$ East 20 feet to the point of beginning.

Subject property consists of 1.25 acres, more or less.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Resolution Amending the Letter Agreement with Metro FiberNet

Date of Meeting: 5/24/2022	Ward # if applicable: All
Department: Administration	Person Submitting Item: Foster Hughes, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Eddie Massengale, Director of Business Development, will describe the need to amend the agreement with MetroNet to remove provisions for Fiber IPTV services.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, resolution, and amendment to agreement

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen
FROM: Foster Hughes, City Manager
DATE: May 12, 2022
SUBJECT: Amendment to Agreement with MetroNet

In April 2021, the City entered into an agreement with Metro Fibernet ("MetroNet") to provide voice, video, and internet fiber services to residents and businesses in the City.

Eddie Massengale, Director of Business Development with MetroNet, will be in attendance to discuss a need to amend the agreement for services in the New Bern market. Due to increased costs, the company can no longer offer Fiber IPTV services to residential and business consumers at affordable rates. The amended agreement removes the provision to provide these services.

/beb

RESOLUTION

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

That the First Amendment to the Letter Agreement by and between Metro FiberNet, LLC and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the City Manager is authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 24th DAY OF MAY 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

FIRST AMENDMENT TO THE LETTER AGREEMENT

This First Amendment to the Letter Agreement ("Amendment"), effective as of the 1st day of April, 2022, shall modify the Letter Agreement by and between Metro FiberNet, LLC ("Company") and the City of New Bern, North Carolina ("City"), dated April 19, 2021 ("Agreement"). All capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement. In the case of a conflict between the terms of this Amendment and those in the Agreement, the terms of this Amendment shall prevail.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company agree to amend the Agreement as follows:

1. **Background.** Due to increased costs, the Company can no longer offer its Fiber IPTV service to residential and business consumers at affordable rates. Therefore, the Company and City agree that it is not in the best interest of either party for the Company to provide Fiber IPTV services in the market and wish to amend their obligations in the Agreement accordingly.

2. **Video.** All instances where "video" is used in the Agreement are hereby deleted in their entirety.

3. **Residential Fiber IPTV.** Section B(1) of the Agreement is hereby deleted in its entirety.

4. **Business Services Fiber IPTV.** Section C(3) of the Agreement is hereby deleted in its entirety.

5. **Franchise.** Section D of the Agreement is hereby deleted in its entirety.

6. **City Services.** Section F is hereby deleted in its entirety.

7. **Modifications and Amendments.** Except as provided in this Amendment, the Agreement shall not be altered or amended, except in writing signed by all parties hereto. Except as expressly revised, modified, altered or amended hereby, the Agreement shall remain in full force and effect in accordance with its terms and constitutes the legal and binding obligations of the parties.

In confirmation of their consent and agreement to the terms and conditions contained in this Amendment and intending to be legally bound hereby, authorized representatives of the parties have executed this Amendment to the Agreement as of the dates set forth above.

City:

City of New Bern

Company:

Metro FiberNet, LLC

By: _____

Name: Foster Hughes, City Manager

By: _____

Name:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consideration to Approve Offer of Contract Extension to Waste Industries, LLC d/b/a GFL Environmental for Commercial Services

Date of Meeting: 5/24/2022	Ward # if applicable: All Wards
Department: Public Works	Person Submitting Item: Al Cablay, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	2022 GFL Solid Waste Collection Services Agreement - Offer of Extension
Actions Needed by Board:	Approve Five-(5) Year Offer of Contract Extension to GFL Environmental, LLC
Backup Attached:	GFL Letter of Extension, 2017-2022 GFL Contract

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

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

Additional Notes:



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

May 10, 2022

Memo to: Mayor and Board of Aldermen

From: Al R. Cablay, Director of Public Works

Re: **GFL Environmental, LLC Residential and Commercial Solid Waste Collection Services Agreement**

Background Information:

In July 2017, the Board of Aldermen the City of New Bern approved a five-(5) year contract with Waste Industries, LLC dba GFL Environmental, LLC. The date of expiration of the current contract is set for June 30, 2022. Under normal conditions it would be standard procedure to advertise a Request for Proposal (RFP) for these services. As part of Public Works Staff research of the current Solid Waste industry and obtaining data from other North Carolina municipalities facing this same dilemma a common theme appeared in their actions to this situation.

Staff has determined that due to a combination of the current scarcity of qualified and capable service providers plus the uncertainty of economic factors such as fuel costs, the overwhelming action taken by agencies has been to extend current contracts. For the most part the terms of the original contract remain in place with the only changes being made to the fixed costs directly affecting the rates for residential and commercial pickup and dumpster service. The extension proposal being considered and recommended for approval by Staff contain the following changes:

- Current Residential Trash Service.....\$5.80
Extension Proposal.....\$5.98
+ 3% increase
- Current Dumpster Service.....\$2.72
Extension Proposal.....\$2.86
+ 4.8% increase

Pending a confirmation of an increase implemented by Coastal Environmental Partnership, these are the only changes to the original contract being proposed.

Analysis:

Other options that could be considered by the Board are limited to the following:

- *Advertise a Request for Proposal (RFP)*

Pro(s) – Contract term would extend the service to five-(5) years which is a better duration for the contracts to be entered.

Con(s) – A highly likelihood the costs would increase due to the additional investment in time to prepare an RFP.

- *No Action*

The current contract would expire with the threat of no service and no means of in-house service capabilities.

Staff has a high level of confidence in the recommendation to extend the current contract for a term of not-to-exceed five-(5) years. Supporting this action would render an expiration date of June 30, 2027, at which time a Request for Proposal (RFP) would be advertised by the City to receive proposals for a new contract service agreement.

The basis for this recommendation and the primary advantage which most every Solid Waste professional agree on, is this option provides additional time for the economic factors to settle down and for the private industry to recover from the present industry downturn. It is projected with more time this would increase the likelihood of a reemergence of additional Solid Waste Service Providers. That could potentially add back the competitive nature of the market and result in more attractive unit costs.

Recommendation:

Staff recommends the approval of the offer from GFL Environmental to extend the current contracts with the present terms and conditions and the unit process as stated. The time period for this extension would be for a not-to-exceed amount of five-(5) years.

Attachments

Cc: City Manager
City Attorney
Assistant City Manager
Finance Director

RESOLUTION

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

That the Amended and Restated Solid Waste Services Agreement dated July 1, 2022, for the provision of waste collection services to commercial and business units, by and between the City of New Bern and Waste Industries, LLC d/b/a GFL Environmental, 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 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED
SOLID WASTE COLLECTION
SERVICES AGREEMENT

THIS AMENDED AND RESTATED SOLID WASTE COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of July, 2022, by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), and WASTE INDUSTRIES, LLC d/b/a GFL ENVIRONMENTAL, a North Carolina limited liability company which has a principal place of business in Raleigh, North Carolina ("Contractor"), collectively, the "Parties".

WITNESSETH:

THAT WHEREAS, the City entered into a Solid Waste Collection Services Agreement dated April 11, 2017 with Republic Services of North Carolina, LLC ("2017 Agreement"); and

WHEREAS, on or about October 2, 2017, Waste Industries, LLC d/b/a GFL Environmental acquired Republic Services of North Carolina, LLC and became a successor in interest to the 2017 Agreement; and

WHEREAS, for ease of reference, the Parties desire to amend and restate the 2017 Agreement in its entirety by the terms and conditions of this Amended and Restated Solid Waste Collection Services Agreement.

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

1. Definitions. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1. "AGREEMENT" – means this Solid Waste Collection Services Agreement between the City of New Bern and Waste Industries, LLC d/b/a GFL Environmental.

1.2. "BUILDING MATERIALS" – means materials such as lumber, brick, plaster, guttering, or other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.

1.3. "CITY" – means the City of New Bern, North Carolina.

1.4. "COMMERCIAL AND BUSINESS UNIT" – means any building or structure in or from which a business, trade, or commerce is conducted within the corporate limits of the City

of New Bern utilizing dumpster containers and requiring collection. A commercial and business unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto and a dumpster is present requiring collection.

1.5. "CONTRACTOR" – means Waste Industries, LLC d/b/a GFL Environmental.

1.6. "DAMAGE" – means a fee levied by the City upon the Contractor for a circumstance described in Section 4.7.

1.7. "DISPOSAL SITE" – means the Landfill, or any other refuse depository approved by the City's Director of Public Works provided that the cost of disposal at such other refuse depository does not exceed the cost disposal at the Landfill.

1.8. "DUMPSTER" – means a durable, covered, leak proof metal or plastic container of either 2, 4, 6, or 8 cubic yard capacity used for the temporary storage of Garbage provided by a Commercial and Business Unit or Multi-Family Residential Dumpster Unit with functioning top lids and side doors and which is capable of being serviced by Contractor's industry standard front end collection vehicle(s).

1.9. "EXEMPT WASTE" – means Medical Waste, Building Materials, Hazardous Waste, sludge, automobiles, automobile parts, boats, boat trailers, internal combustion engines, lead-acid batteries, used oil, White Goods and Yard Waste.

1.10. "HAZARDOUS WASTE" – means waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term hazardous waste shall also include motor oil, gasoline, paint, and items containing freon or chlorofluorocarbons.

1.11. "GARBAGE" – means every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used in tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); all chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, discarded toys and small appliances, cans or similar materials attendant to housekeeping, and any and all other similar waste materials except Exempt Waste.

1.12. "LANDFILL" – means Tuscarora Landfill, a legally permitted landfill located at 7400 Old Highway 70 West, New Bern, NC 28562. Any other landfill utilized by Contractor shall be approved by the Director of Public Works before hauling commences. Copies of permit documentation must be provided verifying the legality of such landfill.

1.13. "MEDICAL WASTE" – means waste generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals.

1.14. "MULTI-FAMILY RESIDENTIAL DUMPSTER UNIT" – means a multi-family development with individually owned or occupied units within the corporate limits of the City without curbside collection. If a multi-family development has units with dumpster collection and hand cart collection, the Contractor shall only be responsible for providing dumpster collection services.

1.15. "REPEAT MISSED COLLECTION" – means for a Unit, a Request for Service or a Valid Miss on a dumpster that occurs more than once in a thirty (30) day period.

1.16. "REQUEST FOR SERVICE" – means any reported or any discovered missed collection from any one (1) location at the time it is reported or discovered. Once any route has been completed, or its scheduled to have been completed, any Unit missed will be designated as a Request for Service, regardless of the time of day.

1.17. "UNIT" – means any Multi-Family Residential Dumpster Unit and/or any Commercial and Business Unit.

1.18. "VALID MISS" – means a Request for Service that has not been collected by the times specified in Section 4.3, and that upon investigation by City employees, is determined that it was missed by Contractor negligence or omission.

1.19. "YARD WASTE" – means all tree trimmings, limbs, dead plants, weeds, leaves, and dead tree debris not exceeding five feet (5') in length and five inches (5") in diameter, and which can be readily loaded by two laborers; leaves placed in plastic or paper bags during the months from March 1st to October 31st, and trimmings and grass clippings placed in plastic bags which weigh no more than 50 lbs. Yard waste does not include garbage, bricks, rocks, concrete or other types of construction materials

2. **Term.** The term of this Agreement shall be for a period of five (5) years beginning on July 1, 2022, and ending at midnight on June 30, 2027. By mutual consent, this Agreement may be extended beyond the original term by mutual written consent of the Parties.

3. **Scope of Work.** The work under this Agreement shall consist of the following, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the terms of this Agreement:

3.1. The Contractor shall furnish all equipment and personnel necessary to carry out its obligations under this Agreement, shall collect all solid waste discarded from Multi-Family Residential Dumpster Units and Commercial and Business Units that is placed into Dumpsters within the City, and shall transport said waste to a Disposal Site designated by the City all as hereinafter set forth. City shall provide the Contractor a list of Dumpsters approved for collection under this Agreement. Such listing shall include Unit name, address, quantity of

Dumpsters to collect, size of each Dumpster(s) and frequency of collection. Contractor shall verify the information provided, identify any service access and/or Dumpster condition issues and notify the City of such discrepancies and/or issues. Both parties agree to work to resolve discrepancies, service access and/or Dumpster condition issues, including amending Section 4 and Section 11 of the Agreement if needed, to continue Dumpster collection service to the identified Unit.

3.2. Actual quantities for collection shall be adjusted during the first month of this Agreement and shall be based upon a Unit count survey which will be coordinated and/or conducted concurrently by both the Contractor and the City. Said Unit count shall be the total number of Dumpsters approved by the City to receive collection, multiplied by the cubic yard capacity of each Dumpster, multiplied by the number of collections per month. Said count will be adjusted monthly thereafter for changes in either the number of Dumpsters approved for collection, capacity of the Dumpsters for collection or for changes in the number of Dumpster(s) collected each month.

3.3. Contractor shall provide Dumpsters and garbage collection services at no additional charge at the following municipal sites, or any additional municipal sites that commence operation during the term of this Agreement:

<u>Dumpster Locations</u>	<u>Frequency</u>
City Collections Office (Ft. Totten)	(1) 4yd dumpster, once per week
City Police HQ	(1) 4yd dumpster, twice per week
City Offices (H.R.)	(1) 6yd dumpster, once per week
City Offices (Warehouse)	(1) 8yd dumpster, once per week
City Offices (City Hall)	(1) 6yd dumpster, once per week
City Fire Station HQ	(1) 4yd dumpster, once per week
City Fire Station #2	(1) 2yd dumpster, once per week
City Fire Station #4	(1) 2yd dumpster, once per week
City Fire Training Grounds	(1) 2yd dumpster, once per week
City Recreation (West New Bern)	(1) 8yd dumpster, twice per week
City Public Works (Garage)	(1) 6yd dumpster, three per week
City Offices (Public Works)	(1) 8yd dumpster, once per week
City Utilities (WWTP)	(1) 6yd dumpster, twice per week
City Utilities (WWTP)	(1) 2yd dumpster, three per week
City Utilities (Water Plant)	(1) 6yd dumpster, once per week
City Utilities (Water/Sewer Office)	(1) 8yd dumpster, once per week
City Utilities (Lagoon/Step System)	(1) 8yd dumpster, once per week
Parks and Recreation (Cypress St.)	(1) 30yd dumpster, once per week

Maintenance and upkeep of the Dumpsters listed in this Section 3.3 shall be the responsibility of the Contractor for the term of this Agreement. Maintenance and upkeep of the Dumpsters provided by Multi-Family Residential Dumpster Units, Commercial and Business Units shall be the responsibility of the Unit.

3.4. Upon request of the City prior to each event, Contractor shall provide Dumpster and Dumpster collection services that may be needed at no additional charge for the following city-sponsored events, or any additional city-sponsored events established by the Board of Aldermen during the term of this Agreement:

- Christmas Parade
- Martin Luther King, Jr. Parade
- Shriners Parade
- Neuse River Senior Games
- Dufffest
- Antique Car Show
- Twin Rivers YMCA Triathlon
- Neuse River Days
- Vision Forward
- MS Bike Tour
- Crop Walk
- July 4th Celebration
- MumFest
- Bridge Run
- Ghost Walk
- Library Book Sale (Twice per year)
- National Night Out
- Relay for Life
- George Washington's Southern Tour

3.5. Contractor may be required to periodically provide written reports which shall include totals for all services being rendered to the City. This report assists the City with budgeting and reporting to State agencies as required in the North Carolina Solid Waste Management Annual Report.

3.6. Contractor shall not be required to service a Dumpster that has not been properly maintained or kept to prevent damage to the Contractor's equipment, personnel, or spillage of waste during the servicing of the Dumpster by the Contractor. Contractor is responsible for notifying the City of such Dumpsters prior to the stoppage of service.

4. Operation.

4.1. Area to be Served. The territory covered by this Agreement shall be all property within the City limits, as the same now is or may be in the future, together with any City owned or occupied property outside of the corporate limits.

4.2. Hours of Operation. Collection of all items contained in this Agreement shall not start before 6:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be affected upon the mutual agreement of the City and Contractor.

4.3. Routes of Collection/Collection Days. Prior to the start of collection services, the Contractor, subject to the approval of the City's Director of Public Works, which approval shall not be unreasonably withheld, shall establish collection routes and/or days of collection. Contractor shall submit a route map listing the Multi-Family Residential, Commercial and/or Business Unit name, corresponding number of and size of Dumpster(s) assigned to the Unit and the frequency of and day(s) of collection of the Dumpster(s). Upon mutual agreement and approval of the routes by the City and Contractor, the Contractor shall be responsible for publishing any future changes to this approved route plan by either written notice or published in the local newspaper and provide the City with an updated route plan incorporating these changes. The Contractor may from time to time propose to the City for approval changes in route plan, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Units.

4.4. Holidays. The following shall be holidays for purposes of this Agreement: (i) New Year's Day; (ii) Independence Day; (iii) Thanksgiving Day; and (iv) Christmas Day. The Contractor may decide to observe any or all of the above referenced holidays by suspension of service on the holiday and/or when the Landfill is closed. Such suspension of service for a holiday or a normal closing of the Landfill, in no manner relieves the Contractor of its obligation to provide the weekly servicing of dumpsters as defined by this Agreement. To compensate for a suspension of service, the work schedule shall either be moved back one or two days or forward one or two days, depending on which day of the week the suspension occurs, so that every scheduled Dumpster receives its normal level of service during the week. The Contractor shall give notice of its holiday schedule to the Director of Public Works at least ten (10) days prior to the holiday, and to the general public by local newspaper a minimum of one week prior to the holiday.

4.5. Complaints. All complaints shall be made directly to the City at City Hall and such complaints shall be forwarded to the Contractor by e-mail and phone. All complaints shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Dumpster(s) not collected within 24 hours after the complaint is received. In the case of alleged damage as defined in Section 4.11 of this Agreement, the Contractor shall investigate and, if such allegations are verified, shall take corrective action to repair such damage within twenty-four (24) hours after the complaint is received. A full and complete list of all complaints and their disposition received by the Contractor will be submitted monthly to the City, with each billing to the City by the Contractor.

4.6. Collection Equipment. The Contractor shall provide an adequate number of vehicles in good mechanical condition for collection services. All equipment shall meet state and federal emissions standards at all times. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Contractor shall be responsible for obtaining backup equipment when needed to ensure the timely performance of this Contract. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number or website address of the Contractor. The City shall have the right to inspect Contractor's equipment for good mechanical and sanitary condition at any time upon

request. Any vehicles or equipment the City deems to be unsafe, unsanitary, or having poor physical appearance will be remedied by the Contractor before the vehicle or equipment is utilized further.

4.7. Requests for Service.

4.7.1. Upon the receipt of a Request for Service, the City will notify the Contractor immediately, through the issuance of a Request for Service, with the date, Unit name, address and size of Dumpster where the Request for Service occurred.

4.7.2. If the City sends (via electronic, written or verbal communication) a Request for Service, or provides verbal notification of a Request for Service to the Contractor between the hours of 7:00 a.m. to 4:00 p.m. on any given collection day, the Contractor shall provide collection by 8:00 p.m. on the same day. The Contractor shall collect any Request for Service received after 4:00 p.m. by the end of the following scheduled collection day. Once the City has sent a Request for Service, it shall be considered received by the Contractor.

4.7.3. City employees will investigate each Request for Service, and classify it as a Valid Miss if, in their reasonable determination, the reported miss is due to Contractor negligence or omission. Otherwise, it will remain classified as a Request for Service and shall be included in the unit count for the month.

4.7.4. Requests for Service and other emergency calls received by the City on non-collection days and evenings will be conveyed to the Contractor. The Contractor shall respond to such requests in the same timeframe and manner as specified in Section 4.7.2 for Requests for Service, or as specified in other sections of this Agreement for other requests.

4.7.5. The Contractor shall collect Dumpsters based on Requests for Service and shall transport the materials to the appropriate and approved Disposal Site.

4.7.6. The Contractor shall notify (via electronic communication) the City, through its response to the Request for Service, of the date and time that collection was completed.

4.7.7. Communication from the Contractor on the status of each day's route completion is vital so that the City can adequately respond to customer complaints as they are received. Therefore, the Contractor shall notify (via electronic communication) the City no later than the beginning of each collection day of the status of Contractor collection service, identify any unresolved Requests for Service from the previous day, and plans to resolve these outstanding Requests for Service. Any changes or delays in route completion, which occur during the day, shall immediately be reported (via electronic communication) to the City. This notification shall include any open routes not covered in the morning and equipment breakdowns or any other event, which could affect the normal time of completion of any route. If the Contractor does not keep the City so informed, any reported and discovered collection miss for routes, which should have been completed for that collection day, will be designated as a Valid Miss.

4.7.8. Requests for Service result in additional work for the City, requiring customer service staff to handle customer service requests, and field and office staff to provide follow-up to ensure completion. Therefore, the Contractor shall use its best efforts to minimize the number of Requests for Services. If the Contractor fails to provide collection of a Request for Service by the times specified in Section 4.7.2, the Contractor shall pay the City Damages in the following amounts:

(i) Two hundred dollars (\$200) for each of the first ten (10) violations of Section 4.7.2 during any one (1) calendar month;

(ii) Three hundred dollars (\$300) for each of the eleventh (11) to the twentieth (20) violations of Section 4.7.2 during any one (1) calendar month;

(iii) Five hundred dollars (\$500) for each violation from the twenty-first (21) and each successive violation of Section 4.7.2 during any one (1) calendar month; and

(iv) In addition to the above the Contractor shall also pay the City additional Damages of five thousand dollars (\$5,000) per month for any month in which there are two hundred (200) or more violations of Section 4.7.2.

4.7.9. The Contractor shall remain responsible for providing Garbage collection services. However, if the Contractor, upon investigation and reasonable determination by City employees, finds that the failure is due to Contractor's negligence or omission and the Contractor fails to pick up the Request for Service by the times specified in Section 4.7.2, the City may, in its sole discretion, provide the collection service and charge the Contractor collection Damages in the amount of \$500 for each Dumpster serviced by the City to cover crew mobilization, collection, transport for disposal, and staff costs. This is in addition to damages charged per violation. The intent is to ensure that quality customer service is provided to each Unit at all times.

4.7.10. Repeat Missed Collections. The Contractor is responsible for avoiding Repeat Missed Collections of Dumpsters. City employees will investigate each Repeat Missed Collection, and if in their reasonable determination, the reported miss is due to Contractor negligence or omission, the Contractor shall provide collection of the Dumpster by 8:00 p.m. on the same day as notified by the City. If the Contractor fails to provide such collection of a Repeat Missed Collection, the City may, in its sole discretion, provide the collection service and charge the Contractor collection Damages of \$500 for each Dumpster serviced by the City. The Contractor shall also pay the City Damages as follows for multiple Repeat Missed Collections so serviced by the City:

(i) Five hundred dollars (\$500) for the second and third Repeat Missed Collection of the dumpster at a Unit during any thirty (30) day period.

(ii) One thousand dollars (\$1,000) for each fourth or more Repeat Missed Collection of the dumpster at a Unit during any thirty (30) day period.

4.8. Collection Vehicle Cleaning. All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor and vector problems. The Contractor's equipment operators shall clean out the area behind the packer blades after each load has been removed.

4.9. Vehicle Leaks and Spills. Minimizing hydraulic fluid and oil leaks and spills on public or private streets and parking lots is a high priority for the City. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid or oil present upon the public or private streets or parking lots in accordance with the following standards:

4.9.1. The Contractor's collection vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem. The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with any federal, state, and local laws and regulations, of all oil spills and hydraulic fluid or other leaks associated with its provision of services. In the event of a spill or leak, the Contractor shall immediately notify the City and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately notify the City and/or other required public safety personnel. The City and the Contractor will evaluate the spill or leak to determine proper handling. The City must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The clean-up must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify the City when the clean-up is completed so that a follow-up inspection can be conducted to ensure that the clean-up has been completed to the satisfaction of the City. Any fluids associated with the spill or the clean-up shall be recovered for proper disposal and shall not be released into any storm water system.

4.9.2. In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues on collecting the route spreading hydraulic fluid or oil throughout the route, the Contractor shall be subject to Damages in the amount of \$3,000.00, plus the damages described in Sections 4.9.3 and 4.9.4.

4.9.3. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of \$1,500.00 for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

4.9.4. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills, specifically including those listed in Section 4.9, the Contractor shall, in addition to the Damages described above, be subject to the following Damages:

(i) \$1,000.00 for each leak or spill during any one (1) month period in which there were one (1) to (5) spills; and

(ii) \$1,500.00 for each leak or spill during any one (1) month period in which there were six (6) or more leaks or spills.

4.10. Vehicle Identification. Each Contractor vehicle will be clearly identified with the Contractor name, a vehicle number, and the Contractor's telephone number that can be clearly read from a distance of one hundred (100) feet.

4.11. Property Damage. As between the City and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

4.11.1 Immediately notify the City by telephone followed by electronic communication.

4.11.2. Leave a written notice at the time of the damage at the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.

4.11.3. Provide a written explanation to the City of the circumstances, results of any investigation, and disposition of the claim.

4.11.4. If the customer submits a claim of damage to private property to the Contractor, the Contractor shall notify the customer within ten (10) working days in writing of the disposition of the claim and provide a copy to the City. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.

4.11.5. The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the customer pursues a remedy, the City may investigate. If the City believes that the Contractor is responsible and the Contractor continues to deny responsibility, the City may pursue, and the Contractor shall present evidence to the City supporting its denial. The Contractor's representative and the Director of Public Works will meet and resolve the claim. If the Contractor does not notify the City of damages, the Contractor shall pay Damages to the City in the amount of \$2,000.00.

4.12. Accidents. The Contractor shall immediately notify by telephone the City of all vehicular accidents in which there is serious personal injury or a fatality arising out of the Contractor's services to the City hereunder.

4.13. Uniforms. The Contractor shall at all times provide uniforms, with identification of company and employee, for all drivers and attendants.

4.14. Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. This office shall have a local telephone number upon which the Contractor can be reached and it shall be equipped with sufficient telephones and staff and shall have responsible individuals in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The responsible individuals shall be knowledgeable about the collection policies of the City and shall be courteous and responsive to all residents. The Contractor shall also provide a phone number of the Contractor's supervisor of operations to the City. During non-working hours, the Contractor shall provide an answering machine, answering service, voice mail, or other means by which a message from a customer can be left with the Contractor during non-business hours.

4.15. Drug Free Workplace. The Contractor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this Agreement.

4.16. Point of Contact. All dealings and contact between the Contractor and the City shall be directed to the Director of Public Works or his designee. The Contractor shall also designate a local point of contact with authority within the Contractor's business.

4.17. Phones and email. The Contractor shall maintain sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times. The phone number of the contractor's supervisor of operations must be supplied to the City. The Contractor shall maintain sufficient e-mail capability and shall provide any changes of the same to the City at the time of such change.

4.18. Hauling. All Garbage hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. The Contractor shall exercise care to prevent littering and scattering of waste, and shall immediately clean up and remove spilled waste caused by Contractor or its employees.

4.19. Disposal. All Garbage shall be disposed of at a Disposal Site. The Contractor shall be responsible for all costs associated with the disposal of Garbage collected under this Agreement other than Landfill Charges as provided in Section 11.2.3.

5. **Compliance with Laws**. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws. In the event that the collection of any Garbage, or the disposal of Garbage at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Garbage shall be eliminated from this Agreement.

6. **Nondiscrimination**. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin. Any complaints of discrimination must be fully investigated by Contractor's management, and if involving a recipient of service, the report must be provided to the City.

7. **Indemnity**. The Contractor shall indemnify the City against any claims, actions, or suits, including court cost and reasonable attorneys' fees, to the extent caused by: (a) the Contractor's

negligent or willful misconduct in providing the services herein required; or (b) the Contractor's negligence or willful misconduct in the operation of its equipment in connection with the performance of the services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

8. Licenses and Taxes. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all taxes required by the City, State of North Carolina, and Craven County.

9. Insurance. The Contractor shall at all times during the term of this Agreement maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage, and shall file such certificates on an annual basis with the City. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$2,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,500,000 aggregate
Property Damage Liability Except Automobile	\$2,000,000 each occurrence \$2,500,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$2,000,000 each person \$2,000,000 each occurrence \$2,500,000

Excess Umbrella Liability

\$5,000,000 each occurrence

The above coverage's may be provided by the Contractor's parent corporation.

10. Bond.

10.1. Performance Bond.

10.1.1. The Contractor will be required to furnish a corporate performance bond as security for the performance of this Agreement in such form as is satisfactory to City and which bond terms for forfeiture shall be acceptable to City. Said performance bond shall be in the amount of \$400,000.

10.1.2. The premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

10.1.3. The surety on the bond shall be duly authorized corporate surety company authorized to do business in the State of North Carolina satisfactory to City.

10.1.4. There shall be no fiduciary relationship between Contractor and the company writing the performance bond.

10.2. Power of Attorney. Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10.3. Default and Remedies.

10.3.1. In the event that either party fails to perform any of the terms of this Agreement, Contractor shall be deemed in default thereof at such time as Contractor has received written notice from the other party of its default and has failed to cure the default within thirty (30) days following the date of written notice. If the Contractor fails to cure its default within the stated time provided, the City shall be allowed to make demand for its damages under the terms and provisions of the performance bond, and further, shall be allowed to pursue whatever alternative legal and equitable remedies are available under the laws of the United States and the State of North Carolina. Notwithstanding anything to the contrary herein, the parties agree that this Agreement is entered into in the State of North Carolina and any litigation shall be conducted in the Courts of North Carolina including the Federal Courts.

10.3.2. Any party attempting to enforce the provisions of this Agreement may request in any litigation that the court order reasonable attorneys' fees, and the court after the consideration of the matters at hand the time, result, effort, and cost of the requesting party may in its discretion order reasonable attorneys' fees.

11. Basis and Method of Payment.

11.1. Payment. For collection services required to be performed pursuant to Section 3, the Contractor shall charge the City the following rates:

The charge for service for Multi-Family Dumpster Units and Commercial and Business Units shall be two dollars and eighty-six cents (\$2.86) per yard per month.

Contractor shall submit to the City on or before the tenth working day of each month an invoice of the services provided. City shall remit payment to Contractor within fifteen (15) working days after receipt of invoice.

11.2. Modification to Rates.

11.2.1. The total amounts payable by the City to the Contractor stated herein may be changed on each anniversary date of this Agreement (July 1) to reflect changes in the cost of operations, as reflected in fluctuations in the Consumer Price Index, up to 5%.

The Consumer Price Index referenced herein shall be to the Consumer Price Index for All Urban Consumers (CPI-U), South Region as published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100 (C.P.I.). The Consumer Price Index adjustment will be in accordance with the 12-month period preceding the first day of January each year.

Such changes shall be made in writing to the City by the Contractor no later than the first day of May prior to each anniversary date of this Agreement.

11.2.2. Fuel Surcharge Adjustments. Fuel Surcharges will not be considered for this Agreement.

11.2.3. Landfill Charges. The Contractor shall pay all Landfill charges, fees and taxes directly. In the event the Parties agree to use another Disposal Site or the existing Disposal Site increases its charges, fees and taxes in existence at the beginning of this Agreement, the Parties shall renegotiate in good faith the fee established in Section 11.1 taking into consideration any additional costs or any additional savings to the Contractor. Excluding changes in existing Landfill charges, fees and taxes, any such changes in the fee established in Section 11.1 shall be evidenced by a written amendment to this Agreement and shall take effect as of July 1 following the event that caused the renegotiation. Negotiated changes to the fee established in Section 11.1 as a result of changes in existing Landfill charges, fees and taxes shall become effective upon the date of the Landfill charge, fee and tax change.

12. Storm and Other Disasters. The work under this Agreement does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or other act of god, or any other event over which Contractor has no control. In the event of such a flood, hurricane, or other act or event, the City shall grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor and agreed to by the City. In addition, the City reserves the right to take whatever measures necessary to ensure prompt collection of storm

related debris from the City up to and including contractual agreements with debris removal contractors for removal of vegetative, and construction and demolition debris.

13. Transferability of Contract. This Agreement shall not be assigned in whole or in part by the Contractor without the express written consent of the City. Further, an assignment of this Agreement shall not release the Contractor from liability of its obligations and duties stated herein unless agreed to in writing by the City.

14. Ownership. Title to Garbage that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle or removed by Contractor from the Unit, whichever occurs first.

15. Representation of City. The Contractor is responsible for the collection of all Garbage in the City as described in this Agreement, and shall serve as the City's representative for this service. Contractor shall endeavor at all times to represent the City to the best of its ability and to exercise due care and diligence in the performance of its duties.

16. Solid Waste Management Act Data Submission Requirements. The Contractor shall be required to provide to the City all data requests deemed necessary by the City to comply with the reporting requirements of the Solid Waste Management Act, as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said acts.

17. Contractor's Personnel. The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that information regarding such person's experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the types of vehicles they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Agreement.

18. Customer Service Requirements. The Contractor shall provide high quality customer service, and shall: (i) Treat all customers with dignity and respect; (ii) Treat customer's property with respect; (iii) Answer questions, comments and complaints from customers in a timely manner; (iv) Contact customers indicating problems with the service of their dumpster; (v) Immediately clean up leaks or spills and pick up any trash or recyclable materials dropped by the Contractor while servicing Dumpster(s); and (vi) Promptly repair any damage to property caused by the negligence of the Contractor in the execution of this Agreement. Process of investigation and corrective action shall follow as outlined in Section 4.5 of this Agreement.

19. Notice. Such notices as are contemplated by this Agreement may be hand delivered to the person in charge of the office required to be maintained by the Contractor, or may be given by mail, in which event, the same shall be sent certified mail, return receipt requested, to Waste Industries, LLC, 3301 Benson Drive, Suite 601, Raleigh, North Carolina 27609. Notices to the City may be hand delivered to the City Manager, City Clerk, or Director of Public Works at the

City Hall, or if mailed, shall be sent by certified mail, return receipt requested, to the City at P.O. Box 1129, New Bern, North Carolina 28563.

20. Amendment. No amendment, modification or waiver of any provision hereof shall be valid unless in writing signed by the Parties.

21. Illegal Provisions. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force or effect.

22. Effective Date. This Agreement shall become effective and the Contractor shall begin collection of Garbage as provided herein on July 1, 2022.

23. Customer Compliance. The City shall cause residential and hand commercial customers to prepare and place their garbage and refuse in accordance with Chapter 62 of the City Code.

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 Contractor has executed or caused this document to be properly executed, all as of the day and year first above written.

CITY OF NEW BERN

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

WASTE INDUSTRIES, LLC d/b/a GFL ENVIRONMENTAL

By: _____
Manager

This instrument has been pre-audited in the manner
required by the Local Government and Fiscal Control Act.

Director of Finance, City of New Bern

NORTH CAROLINA

CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the ____ day of May, 2022, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk 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 May, 2022.

NOTARY PUBLIC

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged that he is Manager of Waste Industries, LLC, d/b/a GFL Environmental and acknowledged, on behalf of Waste Industries, LLC, d/b/a GFL Environmental, the due execution of the foregoing instrument.

Witness my hand and official seal, this ____ day of May, 2022.

NOTARY PUBLIC

_____, Notary Public

Notary's typed or printed name

My Commission Expires:

(Official Seal)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consideration to Approve Offer of Contract Extension to Waste Industries, LLC d/b/a GFL Environmental for Residential Services

Date of Meeting: 5/24/2022	Ward # if applicable: All Wards
Department: Public Works	Person Submitting Item: Al Cablay, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	2022 GFL Solid Waste Collection Services Agreement - Offer of Extension
Actions Needed by Board:	Approve Five-(5) Year Offer of Contract Extension to GFL Environmental, LLC
Backup Attached:	GFL Letter of Extension, 2017-2022 GFL Contract

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

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

Additional Notes:



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

May 10, 2022

Memo to: Mayor and Board of Aldermen

From: Al R. Cablay, Director of Public Works

Re: **GFL Environmental, LLC Residential and Commercial Solid Waste Collection Services Agreement**

Background Information:

In July 2017, the Board of Aldermen the City of New Bern approved a five-(5) year contract with Waste Industries, LLC dba GFL Environmental, LLC. The date of expiration of the current contract is set for June 30, 2022. Under normal conditions it would be standard procedure to advertise a Request for Proposal (RFP) for these services. As part of Public Works Staff research of the current Solid Waste industry and obtaining data from other North Carolina municipalities facing this same dilemma a common theme appeared in their actions to this situation.

Staff has determined that due to a combination of the current scarcity of qualified and capable service providers plus the uncertainty of economic factors such as fuel costs, the overwhelming action taken by agencies has been to extend current contracts. For the most part the terms of the original contract remain in place with the only changes being made to the fixed costs directly affecting the rates for residential and commercial pickup and dumpster service. The extension proposal being considered and recommended for approval by Staff contain the following changes:

- Current Residential Trash Service.....\$5.80
Extension Proposal.....\$5.98
+ 3% increase
- Current Dumpster Service.....\$2.72
Extension Proposal.....\$2.86
+ 4.8% increase

Pending a confirmation of an increase implemented by Coastal Environmental Partnership, these are the only changes to the original contract being proposed.

Analysis:

Other options that could be considered by the Board are limited to the following:

- *Advertise a Request for Proposal (RFP)*

Pro(s) – Contract term would extend the service to five-(5) years which is a better duration for the contracts to be entered.

Con(s) – A highly likelihood the costs would increase due to the additional investment in time to prepare an RFP.

- *No Action*

The current contract would expire with the threat of no service and no means of in-house service capabilities.

Staff has a high level of confidence in the recommendation to extend the current contract for a term of not-to-exceed five-(5) years. Supporting this action would render an expiration date of June 30, 2027, at which time a Request for Proposal (RFP) would be advertised by the City to receive proposals for a new contract service agreement.

The basis for this recommendation and the primary advantage which most every Solid Waste professional agree on, is this option provides additional time for the economic factors to settle down and for the private industry to recover from the present industry downturn. It is projected with more time this would increase the likelihood of a reemergence of additional Solid Waste Service Providers. That could potentially add back the competitive nature of the market and result in more attractive unit costs.

Recommendation:

Staff recommends the approval of the offer from GFL Environmental to extend the current contracts with the present terms and conditions and the unit process as stated. The time period for this extension would be for a not-to-exceed amount of five-(5) years.

Attachments

Cc: City Manager
City Attorney
Assistant City Manager
Finance Director

RESOLUTION

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

That the Amended and Restated Solid Waste Services Agreement dated July 1, 2022, for the provision of waste collection services to residential and small commercial units, by and between the City of New Bern and Waste Industries, LLC d/b/a GFL Environmental, 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 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED
SOLID WASTE COLLECTION
SERVICES AGREEMENT

THIS AMENDED AND RESTATED SOLID WASTE COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of July, 2022, by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), and WASTE INDUSTRIES, LLC d/b/a GFL ENVIRONMENTAL, a North Carolina limited liability company which has a principal place of business in Raleigh, North Carolina ("Contractor"), collectively, the "Parties".

WITNESSETH:

THAT WHEREAS, the City entered into a Solid Waste Collection Services Agreement dated April 11, 2017 with Republic Services of North Carolina, LLC ("2017 Agreement"); and

WHEREAS, on or about October 2, 2017, Waste Industries, LLC d/b/a GFL Environmental acquired Republic Services of North Carolina, LLC and became a successor in interest to the 2017 Agreement; and

WHEREAS, for ease of reference, the Parties desire to amend and restate the 2017 Agreement in its entirety by the terms and conditions of this Amended and Restated Solid Waste Collection Services Agreement.

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

1. Definitions. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1. "AGREEMENT" – means this Solid Waste Collection Services Agreement between the City of New Bern and WASTE INDUSTRIES, LLC d/b/a GFL ENVIRONMENTAL.

1.2. "AREA MISS" – means Multiple Valid Misses at multiple Units that occur generally along a street block, in a neighborhood/subdivision, in a section of a street and/or a neighborhood/subdivision, and/or a combination of the preceding.

1.3. "BUILDING MATERIALS" – means materials such as lumber, brick, plaster, guttering, or other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.

1.4. "CART" – means a plastic receptacle approved by the City's Director of Public Works for the storage of either garbage or recyclable material with wheels and lid with a capacity of 65 gallons for garbage and recyclables.

1.5. "CITY" – means the City of New Bern, North Carolina.

1.6. "COMMERCIAL AND BUSINESS UNIT" – means any building or structure in or from which a business, trade, or commerce is conducted.

1.7. "CONTRACTOR" – means Waste Industries, LLC d/b/a GFL Environmental.

1.8. "DAMAGE" – means a fee levied by the City upon the Contractor for a circumstance described in Section 4.7.

1.9. "DISPOSAL SITE" – means the Landfill, or any other refuse depository approved by the City's Director of Public Works provided that the cost of disposal at such other refuse depository does not exceed the cost disposal at the Landfill.

1.10. "EXEMPT WASTE" – means Medical Waste, Building Materials, Hazardous Waste, sludge, automobiles, automobile parts, boats, boat trailers, internal combustion engines, lead-acid batteries, used oil, White Goods and Yard Waste.

1.11. "HAZARDOUS WASTE" – means waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term hazardous waste shall also include motor oil, gasoline, paint, and items containing freon or chlorofluorocarbons.

1.12. "GARBAGE" – means every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used in tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); all chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, discarded toys and small appliances, cans or similar materials attendant to housekeeping, and any and all other similar waste materials except Exempt Waste, all of which is generally referred to as solid waste.

1.13. "LANDFILL" – means Tuscarora Landfill, a legally permitted landfill located at 7400 Old Highway 70 West, New Bern, NC 28562. Any other landfill utilized by Contractor

shall be approved by the Director of Public Works before hauling commences. Copies of permit documentation must be provided verifying the legality of such landfill.

1.14. "MEDICAL WASTE" – means waste generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals.

1.15. "REPEAT MISSED COLLECTION" – means for a Unit, a Request for Service or a Valid Miss that occurs more than once in a thirty (30) day period; may also refer to a Repeat Missed Collection in an Area Miss.

1.16. "REQUEST FOR SERVICE" – means any reported or any discovered missed collection from any one (1) location at the time it is reported or discovered. Once any route has been completed, or its scheduled to have been completed, any Unit missed will be designated as a Request for Service, regardless of the time of day.

1.17. "RESIDENTIAL UNIT(s)" – means an occupied dwelling (whether a single family home or a multi-family unit) within the corporate limits of the City utilizing rollout containers and requiring collection. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

1.18. "SMALL COMMERCIAL UNIT" – means a small business operation utilizing rollout containers and requiring collection.

1.19. "UNIT" – means a residential or small commercial unit as defined herein.

1.20. "VALID MISS" – means a Request for Service that has not been collected by the times specified in Section 4.3, and that upon investigation by City employees, is determined that it was missed by Contractor negligence or omission.

1.21. "WHITE GOODS" – means household appliances including but not limited to stoves, refrigerators, freezers, water heaters, window unit air conditioners and similar items.

1.22. "YARD WASTE" – means all tree trimmings, limbs, dead plants, weeds, leaves, and dead tree debris not exceeding five feet (5') in length and five inches (5") in diameter, and which can be readily loaded by two laborers; leaves placed in plastic or paper bags during the months from March 1st to October 31st, and trimmings and grass clippings placed in plastic bags which weigh no more than 50 lbs. Yard waste does not include garbage, bricks, rocks, concrete or other types of construction materials

2. **Term.** The term of this Agreement shall be for a period of five (5) years beginning on July 1, 2022, and ending at midnight on June 30, 2027. By mutual consent, this Agreement may be extended beyond the original term by mutual written consent of the Parties.

3. Scope of Work. The work under this Agreement shall consist of the following, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the terms of this Agreement:

3.1. The Contractor shall furnish all equipment and personnel necessary to carry out its obligations under this Agreement, shall collect all solid waste discarded from Residential Units and Small Commercial Units within the City, and shall transport said waste to a Disposal Site designated by the City all as hereinafter set forth.

Contractor shall provide 65-gallon Carts for Garbage to participating Residential Units and Small Commercial Units (included in the rate set forth in Section 11.1 no later than the beginning of this Agreement. The Contractor will be responsible for the maintenance and upkeep of these carts for the entire term of this Agreement. This maintenance shall include repair of wheels, axles, lids, and the replacement of damaged or broken carts.

3.2. Actual quantities for collection shall be adjusted during the first month of this Agreement and shall be based upon a unit count survey which will be coordinated and/or conducted concurrently by both the Contractor and the City. The Contractor may also adjust the unit count annually to accommodate new residents in new homes or businesses upon approval from the City. Contractor shall transmit a list of these additions to the City along with the corresponding invoice.

3.3. Contractor shall provide garbage collection services at no additional charge at the following municipal sites, or any additional municipal sites that commence operation during the term of this Agreement:

<u>Hand Cart Locations</u>	<u>Frequency</u>
City Police (Old 911)	2 Carts, once weekly
City Recreation (Administration)	1 Cart, once weekly
Stanley White Recreation Center	4 Carts, weekly
Downtown Municipal Service District	All Cans, twice weekly

Maintenance and upkeep of the carts listed in this Section 3.3 shall be the responsibility of the Contractor for the term of this Agreement. Maintenance shall include repair of wheels, axles, lids, and the replacement of damaged or broken carts.

3.4. Contractor shall provide garbage collection services at no additional charge for the following city-sponsored events, or any additional city-sponsored events established by the Board of Aldermen during the term of this Agreement:

- Christmas Parade
- Martin Luther King, Jr. Parade
- Shriners Parade
- Neuse River Senior Games
- Duffest
- Antique Car Show

- Twin Rivers YMCA Triathlon
- Neuse River Days
- Vision Forward
- MS Bike Tour
- Crop Walk
- July 4th Celebration
- MumFest
- Bridge Run
- Ghost Walk
- Library Book Sale (Twice per year)
- National Night Out
- Relay for Life
- George Washington's Southern Tour

3.5. Elderly and disabled persons will be required to place on file with the Department of Public Works a medical certification that they are unable to move the garbage cart to the curb, and these locations will require back door service. The Contractor shall not charge the City an additional fee for these services.

3.6. Contractor may be required to periodically provide written reports which shall include totals for all services being rendered to the City. This report assists the City with budgeting and reporting to State agencies as required in the North Carolina Solid Waste Management Annual Report.

4. Operation.

4.1. Area to be Served. The territory covered by this Agreement shall be all property within the City limits, as the same now is or may be in the future, together with any City owned or occupied property outside of the corporate limits.

4.2. Hours of Operation. Collection of all items contained in this Agreement shall not start before 6:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be affected upon the mutual agreement of the City and Contractor.

4.3. Routes of Collection/Collection Days. Collection routes or days of collection shall be established by the Contractor subject to the approval of the City's Director of Public Works. Contractor shall submit a map designating the collection routes and a week-based calendar demonstrating collection days to the Director of Public Works for his approval, which approval shall not be unreasonably withheld. Upon mutual agreement of the routes by the City and Contractor, the Contractor shall be responsible for publishing any changes to the existing route schedules to the affected collection locations by either written notice or published in the local newspaper. The Contractor shall also provide the City with a map showing the new routes to be published on the City's website. The Contractor may from time to time propose to the City for approval changes in routes, timing and direction of routes, or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Units.

4.4. Holidays. The following shall be holidays for purposes of this Agreement: (i) New Year's Day; (ii) Independence Day; (iii) Thanksgiving Day; and (iv) Christmas Day. The Contractor may decide to observe any or all of the above referenced holidays by suspension of service on the holiday, but such suspension in no manner relieves the Contractor of its obligation to provide once weekly collection of Garbage as defined by this Agreement. To compensate for the holidays observed, the work schedule shall either be moved back one or two days or forward one or two days, depending on which day of the week the holiday occurs, so that every scheduled service location receives its normal level of service during the week. The Contractor shall give notice of its holiday schedule to the Director of Public Works at least ten (10) days prior to the holiday, and to the general public by local newspaper or by door hanger at each service location a minimum of one week prior to the holiday.

4.5. Complaints. All complaints shall be made directly to the City at City Hall and such complaints shall be forwarded to the Contractor by e-mail and phone. All complaints shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Garbage not collected within 24 hours after the complaint is received. In the case of alleged damage as defined in Section 4.7 of this Agreement, the Contractor shall investigate and, if such allegations are verified, shall take corrective action to repair such damage within twenty-four (24) hours after the complaint is received. A full and complete list of all complaints and their disposition received by the Contractor will be submitted monthly to the City, with each billing to the City by the Contractor.

4.6. Collection Equipment. The Contractor shall provide an adequate number of vehicles in good mechanical condition for collection services. All equipment shall meet state and federal emissions standards at all times. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Contractor shall be responsible for obtaining backup equipment when needed to ensure the timely performance of this Contract. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor. The City shall have the right to inspect Contractor's equipment for good mechanical and sanitary condition at any time upon request. Any vehicles or equipment the City deems to be unsafe, unsanitary, or having poor physical appearance will be remedied by the Contractor before the vehicle or equipment is utilized further.

4.7. Requests for Service.

4.7.1. Upon the receipt of a Request for Service, the City will notify the Contractor immediately, through the issuance of a Request for Service, with the date and address where the Request for Service occurred.

4.7.2. If the City sends (via electronic, written or verbal communication) a Request for Service, or provides verbal notification of a Request for Service to the Contractor between the hours of 7:00 a.m. to 4:00 p.m. on any given collection day, the Contractor shall provide collection by 8:00 p.m. on the same day. The Contractor shall collect any Request for

Service received after 4:00 p.m. by the end of the following scheduled collection day. Once the City has sent a Request for Service, it shall be considered received by the Contractor.

4.7.3. When Contractor's equipment operators are collecting Garbage based on Requests for Service, they shall be responsible for checking other locations in the same vicinity for other possible misses in order to prevent additional calls from other customers reporting collection misses.

4.7.4. City employees will investigate each Request for Service, and classify it as a Valid Miss if, in their opinion, the reported miss is due to Contractor negligence or omission. Otherwise, it will remain classified as a Request for Service.

4.7.5. Requests for Service and other emergency calls received by the City on non-collection days and evenings will be conveyed to the Contractor. The Contractor shall respond to such requests in the same timeframe and manner as specified in Section 4.7.2 for Requests for Service, or as specified in other sections of this Agreement for other requests.

4.7.6. The Contractor shall collect Garbage based on Requests for Service and shall transport the materials to the appropriate and approved Disposal Site.

4.7.7. The Contractor shall notify (via electronic communication) the City, through its response to the Request for Service, of the date and time that collection was completed.

4.7.8. Communication from the Contractor on the status of each day's route completion is vital so that the City can adequately respond to customer complaints as they are received. Therefore, the Contractor shall notify (via electronic communication) the City at the beginning of each collection day of the status of Contractor collection service, identify any unresolved Requests for Service from the previous day and plans to resolve these outstanding requests. Any changes or delays in route completion, which occur during the day, shall immediately be reported (via electronic communication) to the City. This notification shall include any open routes not covered in the morning and equipment breakdowns or any other event, which could affect the normal time of completion of any route. If the Contractor does not keep the City so informed, any reported and discovered collection miss for routes, which should have been completed for that collection day, will be designated as a Valid Miss.

4.7.9. Requests for Service result in additional work for the City, requiring customer service staff to handle customer service requests, and field and office staff to provide follow-up to ensure completion. Therefore, the Contractor shall use its best efforts to minimize the number of Requests for Services. If the Contractor fails to provide collection of a Request for Service by the times specified in Section 4.7.2, the Contractor shall pay the City Damages in the following amounts:

(i) Two hundred dollars (\$200) for each of the first ten (10) violations of Section 4.7.2 during any one (1) calendar month;

(ii) Three hundred dollars (\$300) for each of the eleventh (11) to the twentieth (20) violations of Section 4.7.2 during any one (1) calendar month;

(iii) Five hundred dollars (\$500) for each violation from the twenty-first (21) and each successive violation of Section 4.7.2 during any one (1) calendar month; and

(iv) In addition to the above the Contractor shall also pay the City additional Damages of five thousand dollars (\$5,000) per month for any month in which there are two hundred (200) or more violations of Section 4.7.2.

4.7.10. The Contractor shall remain responsible for providing Garbage collection services. However, if the Contractor fails to pick up the Request for Service by the times specified in Section 4.7.2, the City may elect to provide the service and charge the Contractor collection Damages in the amount of \$500 per missed collection to cover crew mobilization, collection, transport for disposal, and staff costs. This is in addition to damages charged per violation. The intent is to ensure that quality customer service is provided to each Unit at all times.

4.7.11. Repeat Missed Collections. The Contractor is responsible for avoiding Repeat Missed Collections. Should Contractor fail to provide immediate collection of a Repeat Missed Collection, the City may, in its sole discretion, provide the collection service and charge the Contractor collection Damages of \$500 for each collection point serviced by the City. The Contractor shall also pay the City Damages as follows for Repeat Missed Collections:

(i) Five hundred dollars (\$500) for the second and third Repeat Missed Collection of any one (1) location during any thirty (30) day period.

(ii) One thousand dollars (\$1,000) for each fourth or more Repeat Missed Collection of any one (1) location during any thirty (30) day period.

4.7.12. Area Miss. The Contractor shall respond to an Area Miss in the same timeframe and manner as specified in Section 4.7.2. The City may elect to provide the service and charge the Contractor the City's fee for such service as specified in Section 4.7.10.

4.8. Collection Vehicle Cleaning. All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor and vector problems. The Contractor's equipment operators shall clean out the area behind the packer blades after each load has been removed.

4.9. Vehicle Leaks and Spills. Minimizing hydraulic fluid and oil leaks and spills on public or private streets and parking lots is a high priority for the City. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid or oil present upon the public or private streets or parking lots in accordance with the following standards:

4.9.1. The Contractor's collection vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem. The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with any federal, state, and local laws and regulations, of all oil spills and hydraulic fluid or other leaks associated with its provision of services. In the event of a spill or leak from Contractor's collection vehicles, the Contractor shall immediately notify the City and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately notify the City and/or other required public safety personnel. The City and the Contractor will evaluate the spill or leak to determine proper handling. The City must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The clean-up must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify the City when the clean-up is completed so that a follow-up inspection can be conducted to ensure that the clean-up has been completed to the satisfaction of the City. Any fluids associated with the spill or the clean-up shall be recovered for proper disposal and shall not be released into any storm water system.

4.9.2. In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues on collecting the route spreading hydraulic fluid or oil throughout the route, the Contractor shall be subject to Damages in the amount of \$3,000.00, plus the damages described in Sections 4.9.3 and 4.9.4.

4.9.3. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of \$1,500.00 for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

4.9.4. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills, specifically including those listed in Section 4.9, the Contractor shall, in addition to the Damages described above, be subject to the following Damages:

(i) \$1,000.00 for each leak or spill during any one (1) month period in which there were one (1) to (5) spills; and

(ii) \$1,500.00 for each leak or spill during any one (1) month period in which there were six (6) or more leaks or spills.

4.10. Vehicle Identification. Each Contractor vehicle will be clearly identified with the Contractor name, a vehicle number, and the Contractor's telephone number that can be clearly read from a distance of one hundred (100) feet.

4.11. Property Damage. As between the City and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or

willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

4.11.1 Immediately notify the City by telephone followed by electronic communication.

4.11.2. Leave a written notice at the time of the damage at the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.

4.11.3. Provide a written explanation to the City of the circumstances, results of any investigation, and disposition of the claim.

4.11.4. If the customer submits a claim of damage to private property to the Contractor, the Contractor shall notify the customer within ten (10) working days in writing of the disposition of the claim and provide a copy to the City. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.

4.11.5. The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the customer pursues a remedy, the City may investigate. If the City believes that the Contractor is responsible and the Contractor continues to deny responsibility, the City may pursue, and the Contractor shall present evidence to the City supporting its denial. The Contractor's representative and the Director of Public Works will meet and resolve the claim. If the Contractor does not notify the City of damages, the Contractor shall pay Damages to the City in the amount of \$2,000.00.

4.12. Accidents. The Contractor shall immediately notify by telephone the City of all vehicular accidents in which there is serious personal injury or a fatality arising out of the Contractor's services to the City hereunder.

4.13. Uniforms. The Contractor shall at all times provide uniforms, with identification of company and employee, for all drivers and attendants.

4.14. Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. This office shall have a local telephone number upon which the Contractor can be reached and it shall be equipped with sufficient telephones and staff and shall have responsible individuals in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The responsible individuals shall be knowledgeable about the collection policies of the City and shall be courteous and responsive to all residents. The Contractor shall also provide a phone number of the Contractor's supervisor of operations to the City. During non-working hours, the Contractor shall provide an answering machine, answering service, voice mail, or other means by which a message from a customer can be left with the Contractor during non-business hours.

4.15. Drug Free Workplace. The Contractor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this Agreement.

4.16. Point of Contact. All dealings and contact between the Contractor and the City shall be directed to the Director of Public Works or his designee. The Contractor shall also designate a local point of contact with authority within the Contractor's business.

4.17. Phones and email. The Contractor shall maintain sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times. The phone number of the contractor's supervisor of operations must be supplied to the City. The Contractor shall maintain sufficient e-mail capability and shall provide any changes of the same to the City at the time of such change.

4.18. Hauling. All Garbage hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. The Contractor shall exercise care to prevent littering and scattering of waste, and shall immediately clean up and remove spilled waste caused by Contractor or its employees.

4.19. Disposal. All Garbage shall be disposed of at a Disposal Site. The Contractor shall be responsible for all costs associated with the disposal of Garbage collected under this Agreement other than Landfill Charges as provided in Section 11.2.3.

5. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws. In the event that the collection of any Garbage, or the disposal of Garbage at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Garbage shall be eliminated from this Agreement.

6. Nondiscrimination. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin. Any complaints of discrimination must be fully investigated by Contractor's management, and if involving a recipient of service, the report must be provided to the City.

7. Indemnity. The Contractor shall indemnify the City against any claims, actions, or suits, including court cost and reasonable attorneys' fees, to the extent caused by: (a) the Contractor's negligent or willful misconduct in providing the services herein required; or (b) the Contractor's negligence or willful misconduct in the operation of its equipment in connection with the performance of the services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due

hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

8. Licenses and Taxes. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all taxes required by the City, State of North Carolina, and Craven County.

9. Insurance. The Contractor shall at all times during the term of this Agreement maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage, and shall file such certificates on an annual basis with the City. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance to the City to the effect that such insurance has been procured and is in force. The certificates shall contain a notice of cancellation endorsement that will provide the City with a thirty (30) day notice of cancellation.

For the purpose of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$2,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,500,000 aggregate
Property Damage Liability Except Automobile	\$2,000,000 each occurrence \$2,500,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$2,000,000 each person \$2,000,000 each occurrence \$2,500,000 aggregate
Excess Umbrella Liability	\$5,000,000 each occurrence

The above coverage's may be provided by the Contractor's parent corporation.

10. Bond.

10.1. Performance Bond.

10.1.1. The Contractor will be required to furnish a corporate performance bond as security for the performance of this Agreement in such form as is satisfactory to City and

which bond terms for forfeiture shall be acceptable to City. Said performance bond shall be in the amount of \$400,000.

10.1.2. The premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

10.1.3. The surety on the bond shall be duly authorized corporate surety company authorized to do business in the State of North Carolina satisfactory to City.

10.1.4. There shall be no fiduciary relationship between Contractor and the company writing the performance bond.

10.2. Power of Attorney. Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10.3. Default and Remedies.

10.3.1. In the event that the Contractor fails to perform any of the terms of this Agreement, Contractor shall be deemed in default thereof at such time as Contractor has received written notice from the City of its default and has failed to cure the default within fifteen (15) days following the date of written notice. If the Contractor fails to cure its default within the stated time provided, the City shall be allowed to make demand for its damages under the terms and provisions of the performance bond, and further, shall be allowed to pursue whatever alternative legal and equitable remedies are available under the laws of the United States and the State of North Carolina. Notwithstanding anything to the contrary herein, the parties agree that this Agreement is entered into in the State of North Carolina and any litigation shall be conducted in the Courts of North Carolina including the Federal Courts.

10.3.2. Any party attempting to enforce the provisions of this Agreement may request in any litigation that the court order reasonable attorneys' fees, and the court after the consideration of the matters at hand the time, result, effort, and cost of the requesting party may in its discretion order reasonable attorneys' fees.

11. Basis and Method of Payment.

11.1. Payment. For collection services required to be performed pursuant to Section 3, the Contractor shall charge the City the following rates:

The charge for service for Residential Carts and Small Commercial Carts shall be five dollars and ninety-eight cents (\$5.98) per ~~unit~~ Cart per month.

Contractor shall submit to the City on or before the tenth working day of each month an invoice of the services provided. City shall remit payment to Contractor within fifteen (15) working days after receipt of invoice.

11.2. Modification to Rates.

11.2.1. The total amounts payable by the City to the Contractor stated herein may be changed on each anniversary date of this Agreement (July 1) to reflect changes in the cost of operations, as reflected in fluctuations in the Consumer Price Index, up to 3%.

The Consumer Price Index referenced herein shall be to the Consumer Price Index for All Urban Consumers (CPI-U), South Region as published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100 (C.P.I.). The Consumer Price Index adjustment will be in accordance with the 12-month period preceding the first day of January each year.

Such changes shall be made in writing to the City by the Contractor no later than the first day of May prior to each anniversary date of this Agreement.

11.2.2. Fuel Surcharge Adjustments. Fuel Surcharges will not be considered for this Agreement.

11.2.3. Landfill Charges. Contractor shall include the actual Landfill charges, fees and taxes on the monthly invoice for services submitted to the City pursuant to Section 11.1, and the City shall pay the same to the Contractor. In the event the Parties agree to use another Disposal Site, the Parties shall renegotiate in good faith the fee established in Section 11.1 taking into consideration any additional costs or any additional savings resulting to the Contractor. Any such changes in the fee established in Section 11.1 shall be evidenced by a written amendment to this Agreement, and shall only take effect as of July 1 following the event that caused the renegotiation.

12. Storm and Other Disasters. The work under this Agreement does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or other act of God, or any other event over which Contractor has no control. In the event of such a flood, hurricane, or other act or event, the City shall grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor and agreed to by the City. In addition, the City reserves the right to take whatever measures necessary to ensure prompt collection of storm related debris from the City up to and including contractual agreements with debris removal contractors for removal of vegetative, and construction and demolition debris.

13. Transferability of Contract. This Agreement shall not be assigned in whole or in part by the Contractor without the express written consent of the City. Further, an assignment of this Agreement shall not release the Contractor from liability of its obligations and duties stated herein unless agreed to in writing by the City. Title to and liability for Exempt Waste shall at no time pass to Contractor.

14. Ownership. Title to Garbage that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle or removed by Contractor from the Cart, whichever occurs first.

15. **Representation of City.** The Contractor is responsible for the collection of all Garbage in the City as described in this Agreement, and shall serve as the City's representative for this service. Contractor shall endeavor at all times to represent the City to the best of its ability and to exercise due care and diligence in the performance of its duties.

16. **Solid Waste Management Act Data Submission Requirements.** The Contractor shall be required to provide to the City all data requests deemed necessary by the City to comply with the reporting requirements of the Solid Waste Management Act, as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said acts.

17. **Contractor's Personnel.** The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that information regarding such person's experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the types of vehicles they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Agreement.

18. **Customer Service Requirements.** The Contractor shall provide high quality customer service, and shall: (i) Treat all customers with dignity and respect; (ii) Treat customer's property with respect; (iii) Answer questions, comments and complaints from customers in a timely manner; (iv) Leave a note to the customer indicating problems with items that cannot be picked up; (v) Immediately clean up leaks or spills and pick up any trash or recyclable materials dropped by the Contractor; and (vi) Promptly repair any damage to property caused in the execution of this Agreement, including but not limited to replacement of soil and appropriate vegetative ground cover by way of seed and straw and replace damaged mail box or other such fixtures. Process of investigation and corrective action shall follow as outlined in Section 4.5 of this Agreement.

19. **Notice.** Such notices as are contemplated by this Agreement may be hand delivered to the person in charge of the office required to be maintained by the Contractor, or may be given by mail, in which event, the same shall be sent certified mail, return receipt requested, to Waste Industries, LLC, 3301 Benson Drive Suite 601, Raleigh, N.C. 27609. Notices to the City may be hand delivered to the City Manager, City Clerk, or Director of Public Works at the City Hall, or if mailed, shall be sent by certified mail, return receipt requested, to the City at P.O. Box 1129, New Bern, North Carolina 28560.

20. **Amendment.** No amendment, modification or waiver of any provision hereof shall be valid unless in writing signed by the Parties.

21. **Illegal Provisions.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force or effect.

22. Effective Date. This Agreement shall become effective and the Contractor shall begin collection of Garbage as provided herein on July 1, 2022.

23. Customer Compliance. The City shall cause residential and hand commercial customers to prepare and place their garbage and refuse in accordance with Chapter 62 of the City Code.

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 Contractor has executed or caused this document to be properly executed, all as of the day and year first above written.

CITY OF NEW BERN

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

WASTE INDUSTRIES, LLC d/b/a GFL ENVIRONMENTAL

By: _____
Manager

This instrument has been pre-audited in the manner
required by the Local Government and Fiscal Control Act.

Director of Finance, City of New Bern

NORTH CAROLINA

CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the ____ day of May, 2022, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk 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 May, 2022.

NOTARY PUBLIC

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged that he is Manager of Waste Industries, LLC, d.b.a. GFL Environmental and acknowledged, on behalf of Waste Industries, LLC, d/b/a. GFL Environmental, the due execution of the foregoing instrument.

Witness my hand and official seal, this ____ day of May, 2022.

NOTARY PUBLIC

_____, Notary Public
Notary's typed or printed name

My Commission Expires:

(Official Seal)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 604 B Street

Date of Meeting: 4/12/2022	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	A bid of \$5,000 was submitted Charles Diggs and Cecelia DiCarlo for the purchase of 604 B Street. The property is a vacant lot with a tax value of \$3,900. It was acquired by the City in 2002.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 13, 2022

SUBJECT: Offer to Purchase 604 B Street

Charles Diggs and Cecilia DiCarlo made an offer to purchase 604 B Street for \$2,000. The 0.19-acre vacant parcel was acquired by the City in 2002 and has a tax value of \$3,900. The bidders have spoken with staff in Development Services about their plans for the property and have expressed a desire to pursue the process.

While the property is owned solely by the City, proceeds will be split equally with the County to satisfy a provision in the conveyance for outstanding, unpaid property taxes due to Craven County. If the property is sold for the initial bid, the projected proceeds to the City and County are \$900 each. The City will be reimbursed for the cost to advertise the bid.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 604 B Street, Craven County parcel identification number 8-005-015; 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 \$2,000.00 submitted by Charles E. Diggs, Jr. and Cecelia M. DiCarlo; and

WHEREAS, Charles E. Diggs, Jr. and Cecelia M. DiCarlo have 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 its interest in 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 and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

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 Charles E. Diggs, Jr. and Cecelia M. DiCarlo.

ADOPTED THIS 12th DAY OF APRIL, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Charles E. Diggs, Jr and Cecelia M. DiCarlo, as Buyer, hereby offers to purchase and **CITY OF NEW BERN**, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 604 B Street

Subdivision Name: _____

Tax Parcel ID No.: 8-005-015

Plat Reference: Parcel Reference # 19771

Being all of that property more particularly described in Deed Book 1907, Page 0793 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$2,000.00 and shall be paid as follows:

(a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 1500.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

Charles E. Diggs, Jr and Cecelia M. DiCarlo.

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

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

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

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

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

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

Buyer Initials ced cmd Seller Initials _____

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

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

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

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

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

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

BUYER:

(If an individual)

Charles E. Diggs Jr.
Cecelia M. DiCarlo (SEAL)
 Name: *Charles E. Diggs Jr.*
Cecelia M. DiCarlo
 Date: *03/21/22*
 Address: *1910 Flatrock Street*
Winston-Salem, NC
 Phone: *980-833-9337/347-598-3210*

SELLER

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

(If a business entity)

By: _____ (SEAL)
 Its: _____
 Address: _____

 Phone: _____

Buyer Initials _____ Seller Initials _____

Acknowledgement

STATE OF NC

COUNTY OF Guilford

I certify that Charles E. Diggs Jr. personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Offer to purchase and contract
Name or description of attached document

I further certify that (select one of the following identification options):

☐ I have personal knowledge of the identity of the principal(s)

☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL 5561229
type of identification

☐ A credible witness, _____, has sworn or affirmed to me the
name of credible witness
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: 3/21/2022



Justin T. Williams
Notary Public
Typed or Printed Notary Name

My commission expires: 08/15/2023

Acknowledgement

STATE OF NC

COUNTY OF Guilford

I certify that Cecelia M. Piccolo personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Offer to purchase and contract
Name or description of attached document

I further certify that (select one of the following identification options):

☐ I have personal knowledge of the identity of the principal(s)

☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL 35574499
type of identification

☐ A credible witness, _____, has sworn or affirmed to me the
name of credible witness
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: 3/21/2022



Justin T. Williams
Notary Public
Typed or Printed Notary Name

My commission expires: 08/15/2023

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 3/23/2022 11:31:20 AM

Parcel ID : 8-005 -015
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 604 B ST
Description : 604 B ST\$
Lot Description :



Subdivision :

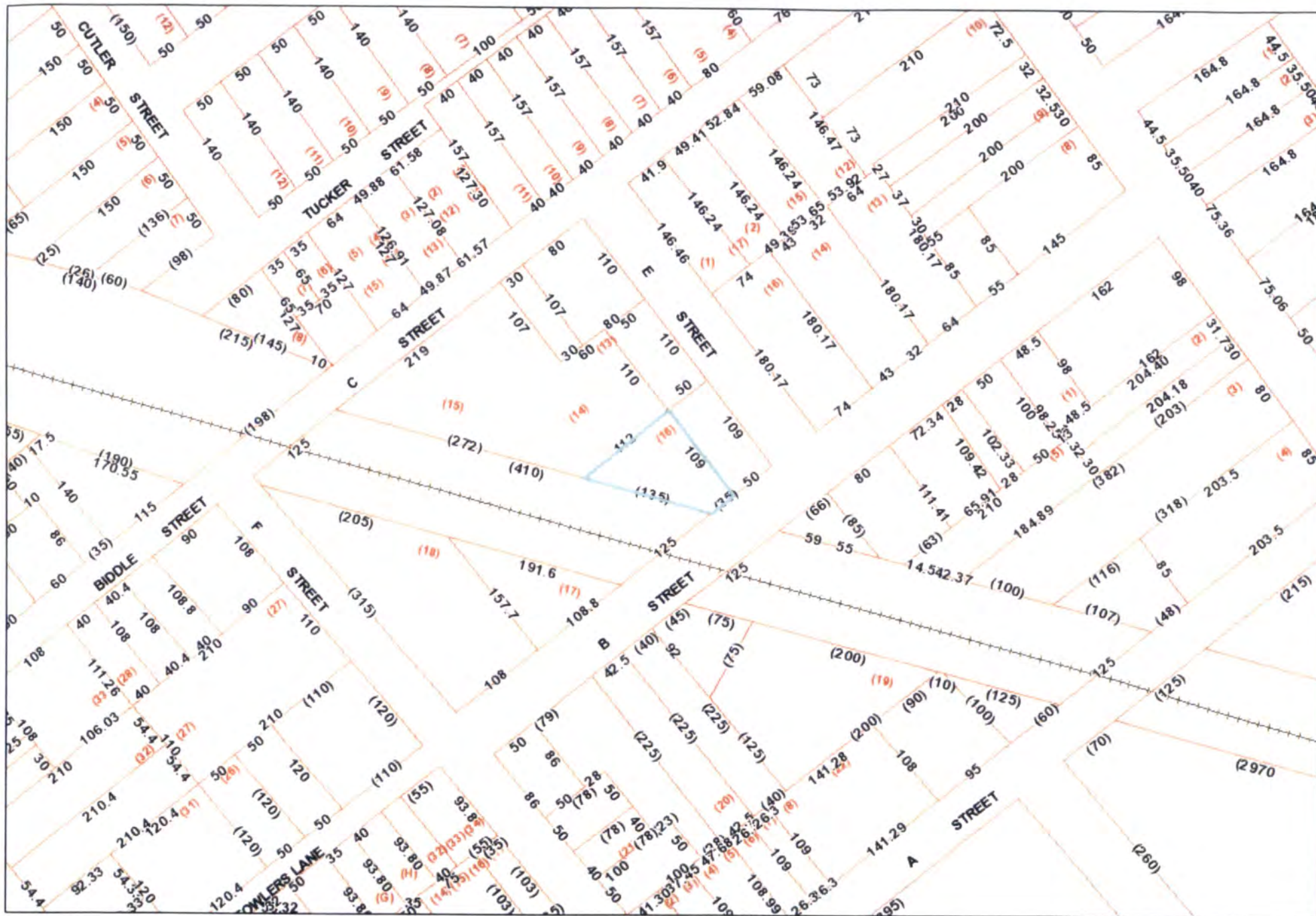
Assessed Acreage : 0.187 **Calculated Acreage :** 0.190
Deed Reference : 1907-0793 **Recorded Date :** 4 26 2002
Recorded Survey :
Estate Number :
Land Value : \$3,900 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$3,900
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
4/26/2002	EDWARDS, SAM B HRS	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-005-015 604 B Street

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on March 23, 2022 at 11:32:32 AM

1 inch = 131 feet



604 B Street





ESTIMATE OF DIVISION OF PROCEEDS

Property: 604 B Street			
Offer Amount			\$ 2,000.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 200.00	
Balance			\$ 1,800.00
County cost reimbursement		\$ -	
City cost reimbursement		\$ -	\$ -
Remaining Balance			\$ 1,800.00
County Taxes at Foreclosure	\$ 1,051.77	50.000%	\$ 900.00
City Taxes/Priority Liens at Foreclosure	\$ 2,455.55	50.000%	\$ 900.00
Total Taxes	\$ 3,507.32		
County Total	\$ 900.00		
City Total	\$ 1,100.00		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 210 Duffy St

Date of Meeting: 5/24/2022	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Norn Chan made an offer to purchase 210 Duffy Street for \$4,500, which is 50% of the tax value. If the property is sold for the initial bid, it is estimated the County will receive \$3,236.14 and the City will receive \$1,263.86 from the proceeds. The bidder owns the adjacent property at 208 Duffy Street and desires to expand his green space.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 13, 2022

SUBJECT: Offer to Purchase 210 Duffy Street

Norn Chan made an offer to purchase 210 Duffy Street for \$4,500. The 0.17-acre vacant parcel has a tax value of \$9,000 and was acquired by the City and County in 2016 through tax foreclosure. Taxes, interest, penalties, fees and costs due to the County at that time were \$1,723.90 and \$190.31 to the City. If the property is sold for the initial bid, it is estimated the County will receive \$3,236.14 and the City will receive \$1,263.86 from the proceeds.

The bidder owns the adjacent property at 208 Duffy Street and desires to expand his green space.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 210 Duffy Street, Craven County parcel identification number 8-018-057; 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 and Craven County have received an offer to purchase the above described property in the amount of \$4,500.00 submitted by Norn Chan; and

WHEREAS, Norn Chan 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 its interest in 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 and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

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 Norm Chan and wife, Mikyait Soi Norn.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

Norn Chan _____, as Buyer, hereby offers to purchase and **Craven County and the City of New Bern**, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 210 Duffy Street

Subdivision Name: _____

Tax Parcel ID No.: 8-018-057

Plat Reference: 7 BLK H Oakside

Being all of that property more particularly described in Deed Book 3452, Page 0021 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$4,500.00 and shall be paid as follows:

(a) \$225.00 _____, **EARNEST MONEY DEPOSIT** with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$4,275.00 _____, **BALANCE** of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials CN _____ Seller Initials _____

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

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

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

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

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

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

BUYER:

(If an individual)

 (SEAL)

Name: Norm Chan

Date: 05/02/2022

Address: 208 Duffy Street
New Bern, NC 28560

Phone: 252-513-0151

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials NC Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 5/2/2022 11:19:40 AM



Parcel ID : 8-018 -057
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address :
Description : 7 BLK H OAKSIDES
Lot Description :

Subdivision :

Assessed Acreage : 0.173 **Calculated Acreage :** 0.170
Deed Reference : 3452-0021 **Recorded Date :** 7 14 2016
Recorded Survey :
Estate Number :
Land Value : \$9,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$9,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

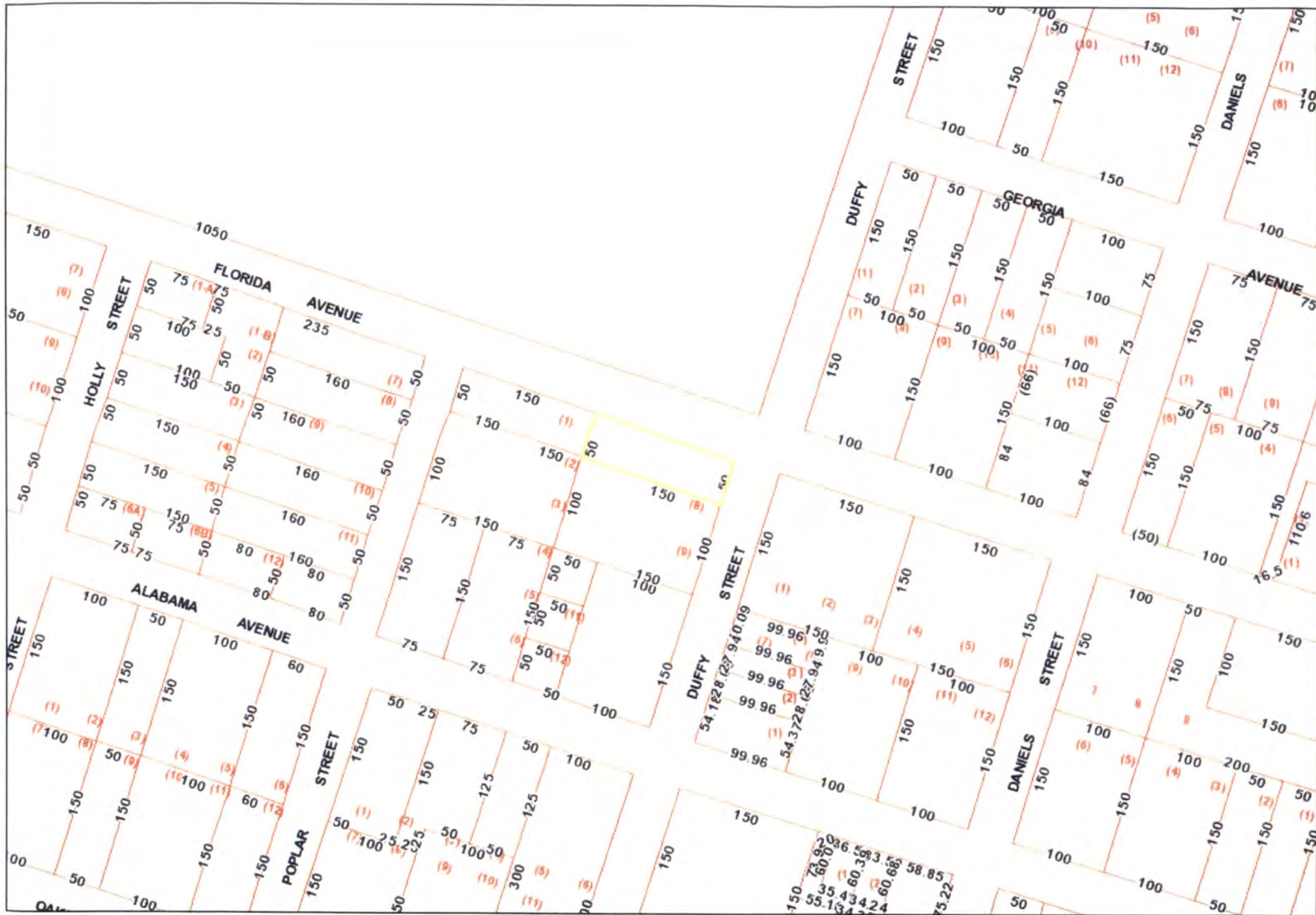
SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/14/2016	GUILLORY, DAVID J & DEBORAH	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,000
1/30/2009	SAULTER, RONALD E & VICKY W	GUILLORY, DAVID J & DEBORAH	STRAIGHT TRANSFER	\$7,000
10/15/1998	TOLLY, PAUL & APRIL	SAULTER, RONALD E & VICKY W	STRAIGHT TRANSFER	\$0
4/15/1994	SAULTER, RONALD E & VICKY W	TOLLY, PAUL & APRIL	STRAIGHT TRANSFER	\$5,000
6/15/1993	JONES, RALPH LINWOOD & MARGARET G	SAULTER, RONALD E & VICKY W	STRAIGHT TRANSFER	\$2,000

List of Improvements to Site

No improvements listed for this parcel

ESTIMATE OF DIVISION OF PROCEEDS

Property: 210 Duffy Street, Parcel ID No. 8-018-057			
Offer Amount			\$ 4,500.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 288.10	
Balance			\$ 4,211.90
County cost reimbursement		\$ 1,357.49	
City cost reimbursement		\$ -	\$ 1,357.49
Remaining Balance			\$ 2,854.41
County Taxes at Foreclosure	\$ 366.41	65.816%	\$ 1,878.65
City Taxes/Priority Liens at Foreclosure	\$ 190.31	34.184%	\$ 975.76
Total Taxes	\$ 556.72		
County Total	\$ 3,236.14		
City Total	\$ 1,263.86		



Craven County GIS Tax PID 8-018-057

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 2, 2022 at 11:20:55 AM

1 inch = 131 feet



210 Duffy Street



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 2200 Grace Avenue

Date of Meeting: 5/24/2022	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Kenny Muse has offered to purchase 2200 Grace Avenue for \$10,600. The 0.22-acre vacant parcel has a tax value of \$20,000 and was donated to the City in 1992. The offer is more than 50% of the tax value.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 13, 2022

SUBJECT: Offer to Purchase 2200 Grace Avenue

Kenny Muse made an offer to purchase 2200 Grace Avenue for \$10,600. The 0.22-acre vacant parcel has a tax value of \$20,000 and was donated to the City in 1992. The bidder has spoken with staff in Development Services about his plans for the property and has expressed a desire to pursue the process.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 2200 Grace Avenue, Craven County parcel identification number 8-026-021; 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 \$10,600.00 submitted by Kenneth Muse; and

WHEREAS, Kenneth Muse 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 its interest in 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, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

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 Kenneth Muse.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

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

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

Street Address: 2200 Grace Ave.

Subdivision Name: West Trust Park

Tax Parcel ID No.: 8-026-021

Plat Reference:

Being all of that property more particularly described in Deed Book 1394, Page 564 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 10,600⁰⁰ and shall be paid as follows:

(a) \$ 4530.⁰⁰, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 10,070.⁰⁰, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

Kenny Muse

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

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

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

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

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

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

Buyer Initials

KM

Seller Initials

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

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

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

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

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

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

BUYER:

(If an individual)

 (SEAL)

Name: Kenny Musc

Date: 5-2-22

Address: 2000 Pinetree Dr.

New Bern NC 28562

Phone: 252-671-0402

SELLER

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

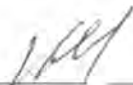
By: _____ (SEAL)

Its: _____

Address: _____

Phone: _____

Buyer Initials



Seller Initials

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 5/2/2022 3:28:30 PM

Parcel ID : 8-026 -021
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 2200 GRACE AVE
Description : 11 & 12 BLK W TRENT PARK HWY 17 S\$
Lot Description :



Subdivision : TRENT PARK

Assessed Acreage : 0.216 **Calculated Acreage :** 0.220
Deed Reference : 1394-0564 **Recorded Date :** 11 30 1993
Recorded Survey :
Estate Number :
Land Value : \$20,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$20,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : SERV-GENERAL

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
11/30/1993	WARD, KENNEDY W	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS Tax PID 8-026-021

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 2, 2022 at 5:02:59 PM

1 inch = 131 feet



2200 Grace Avenue (PID 8-026-021)



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 2101 Woodland Avenue

Date of Meeting: 5/24/2022	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Kenny Muse has offered to purchase 2101 Woodland Avenue for \$10,500. The vacant 0.25-acre parcel has a tax value of \$20,000 and was acquired by the City in 1960. The offer is more than 50% of the tax value.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 13, 2022

SUBJECT: Offer to Purchase 2101 Woodland Avenue

Kenny Muse submitted an offer to purchase 2101 Woodland Avenue for \$10,500. The vacant 0.25-acre parcel has a tax value of \$20,000 and was acquired from the NC State Highway Commission (now NCDOT) in 1960. The triangular-shaped parcel was created by the relocation of Highway 17.

The bidder has spoken with staff in Development Services about his plans for the property and has expressed a desire to pursue the process.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 2101 Woodland Avenue, Craven County parcel identification number 8-026-053; 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 \$10,500.00 submitted by Kenneth Muse; and

WHEREAS, Kenneth Muse 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 its interest in 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, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

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 Kenneth Muse.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: WA

Subdivision Name: _____

Tax Parcel ID No.: 8-026-053

Plat Reference: _____

Being all of that property more particularly described in Deed Book 602, Page 458 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 10,800⁰⁰ and shall be paid as follows:

(a) \$ \$525.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ \$9,975.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

Kenny Muse + Jason Sanderson

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

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

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

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

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

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

Buyer Initials

KM JS

Seller Initials

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

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

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


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

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

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

BUYER:

(If an individual)

 (SEAL)
 Name: Kenny Murre
 Date: 5-2-22
 Address: 2000 Pinetree Dr.
New Bern 28562
 Phone: 252-671-0402

(If a business entity)

By: _____ (SEAL)
 Its: _____
 Address: _____

 Phone: _____

SELLER

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials _____ Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 5/2/2022 3:28:08 PM

Parcel ID : 8-026 -053
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address :
Description : INTERSECTION WOODLAND AVE & HWY 17\$
Lot Description :



Subdivision : TRENT PARK

Assessed Acreage :	0.246	Calculated Acreage :	0.250
Deed Reference :	0602-0458	Recorded Date :	9 21 1960
Recorded Survey :			
Estate Number :			
Land Value :	\$20,000	Tax Exempt :	Yes
Improvement Value :	\$0	# of Improvements :	0
Total Value :	\$20,000		
City Name :	NEW BERN	Fire tax District :	
Drainage District :		Special District :	
Land use :	VACANT-VACANT TRACTS CURR EXMP		

Recent Sales Information

No Sales Information for this parcel

List of Improvements to Site

No improvements listed for this parcel

2101 Woodland Avenue (PID 8-026-053)



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 1703 Wilmington Street

Date of Meeting: 5/24/2022	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Ashley Boyd has offered to purchase 1703 Wilmington Street for \$3,000. The 0.09-acre vacant parcel has a tax value of \$6,000 and was acquired by the City in 2008. The offer is 50% of the tax value.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 13, 2022

SUBJECT: Offer to Purchase 1703 Wilmington Street

Ashley Boyd submitted an offer to purchase 1703 Wilmington Street for \$3,000. The vacant 0.09-acre parcel has a tax value of \$6,000 and was acquired by the City in 2008. The bidder owns the adjacent property at 1705 Wilmington Street and is seeking to expand her greenspace.

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 1703 Wilmington Street, Craven County parcel identification number 8-015-107; 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 \$3,000.00 submitted by Ashley Boyd; and

WHEREAS, Ashley Boyd 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 its interest in 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, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

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 Ashley Boyd.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

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

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

Street Address: 1703 Wilmington Street

Subdivision Name: Sunnyside

Tax Parcel ID No.: 8-015-107

Plat Reference: _____

Being all of that property more particularly described in Deed Book 2769, Page 491 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 3,000.00 and shall be paid as follows:

(a) \$ 150.00 _____, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,850.00 _____, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials



Seller Initials _____

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

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

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

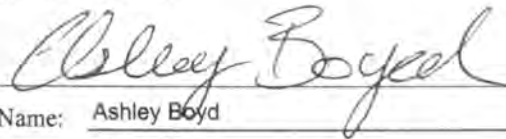
16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

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

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

BUYER:

(If an individual)

 (SEAL)
Name: Ashley Boyd
Date: 05/04/2022
Address: 410 Nordhoff Street
New Bern, NC 28560
Phone: 252-571-9245

SELLER

CITY OF NEW BERN

By: _____ (SEAL)
Its: _____
Date: _____

(If a business entity)

By: _____ (SEAL)
Its: _____
Address: _____
Phone: _____

Buyer Initials  Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 5/4/2022 3:06:50 PM

Parcel ID : 8-015 -107
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 1703 WILMINGTON ST
Description : 93 REVISION SUNNY-SIDE\$
Lot Description :



Subdivision :

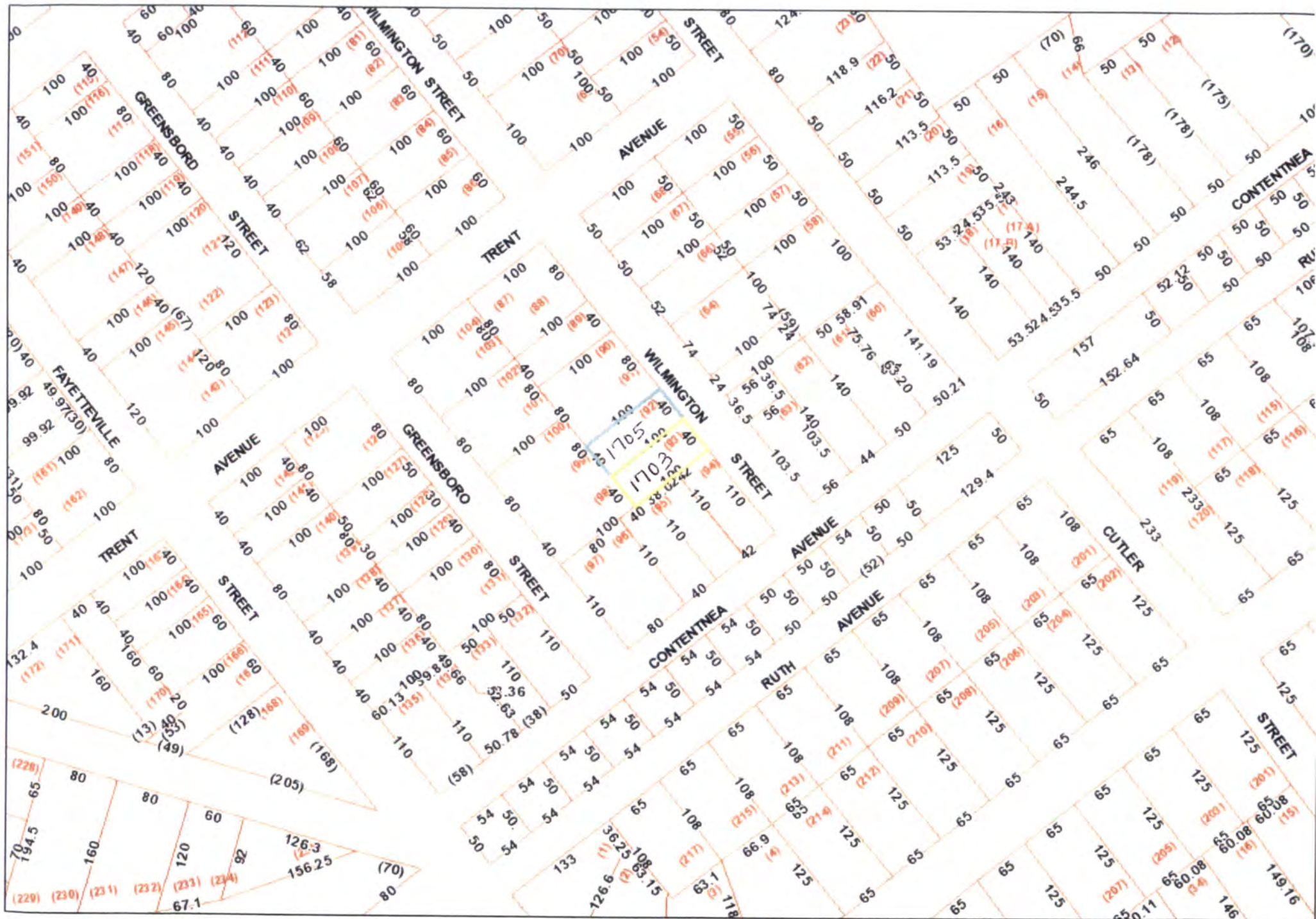
Assessed Acreage : 0.092 **Calculated Acreage :** 0.090
Deed Reference : 2769-0491 **Recorded Date :** 11 3 2008
Recorded Survey :
Estate Number :
Land Value : \$6,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$6,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
11/3/2008	LANE, KATIE S	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0
11/3/2008	NEW BERN-CITY OF	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS 1703 Wilmington St (PID 8-015-107)

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 4, 2022 at 3:07:53 PM

1 inch = 131 feet



1703 Wilmington Street



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 2302 McKinley Avenue

Date of Meeting: 5/24/2022	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Davis McKinley Properties has offered to purchase 2302 McKinley Avenue for \$3,040. The 0.23-acre vacant parcel has a tax value of \$6,080 and was acquired by the City and County in 2013 through tax foreclosure.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

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

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 13, 2022

SUBJECT: Offer to Purchase 2302 McKinley Avenue

Davis McKinley Properties, LLC submitted an offer to purchase 2302 McKinley Avenue for \$3,040. The vacant 0.23-acre parcel has a tax value of \$6,080 and was acquired by the City and County in 2013 through tax foreclosure. The taxes, interest, penalties, fees and costs due at that time were \$2,619.18 to Craven County and \$517.02 to the City. If the property is sold for the initial bid, it is estimated the County will receive \$1,954.37 and the City will receive \$1,085.63 from the proceeds.

The bidder has no immediate plans for the property.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 2302 McKinley Avenue, Craven County parcel identification number 8-038-064; 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 and Craven County have received an offer to purchase the above described property in the amount of \$3,040.00 submitted by Davis McKinley Properties, LLC; and

WHEREAS, Davis McKinley Properties, LLC 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 its interest in 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 and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

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 Davis McKinley Properties, LLC.

ADOPTED THIS 24th DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 2302 McKinley Avenue

Subdivision Name: _____

Tax Parcel ID No.: 8-038-064

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3225, Page 599 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,040.00 and shall be paid as follows:

(a) \$ 152.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,888.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials JD Seller Initials _____
JD

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

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

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

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

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

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

BUYER:

(If an individual)

(SEAL)

Name: _____

Date: _____

Address: _____

Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

By: Julien H. Davis (SEAL)

Its: President

Date: May 09, 2002

Address: PO Box 43

New Bern, NC 28563

Phone: 252-259-5712

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials JD Seller Initials _____
JD

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 5/9/2022 3:13:58 PM

Parcel ID : 8-038 -064
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 2302 MCKINLEY AVE
Description : 295-96 PEMBROKE\$
Lot Description :



Subdivision : PEMBROKE

Assessed Acreage : 0.233 **Calculated Acreage :** 0.230
Deed Reference : 3225-0599 **Recorded Date :** 8 28 2013
Recorded Survey :
Estate Number :
Land Value : \$6,080 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$6,080
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

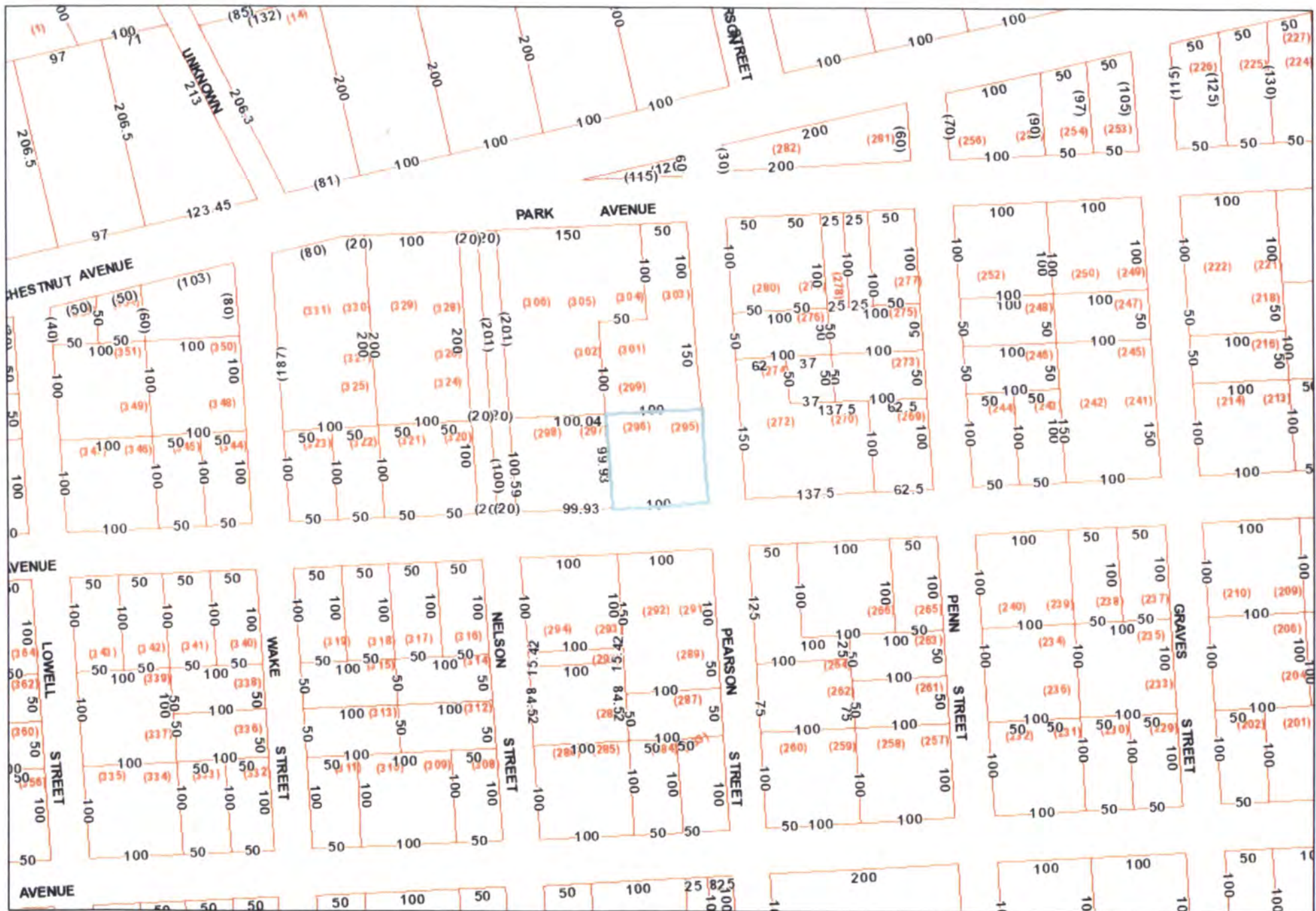
SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/28/2013	BROADDUS, DELORES J CROOM	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,500
1/1/1953	HOLMAN, JULIA HARRIS	BROADDUS, DELORES J CROOM	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

ESTIMATE OF DIVISION OF PROCEEDS

Property: 2302 McKinley Avenue (Parcel No. 8-038-064)			
Offer Amount			\$ 3,040.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 3,040.00
County cost reimbursement		\$ 1,163.47	
City cost reimbursement		\$ 252.97	\$ 1,416.44
Remaining Balance			\$ 1,623.56
County Taxes at Foreclosure	\$ 250.81	48.714%	\$ 790.90
City Taxes/Priority Liens at Foreclosure	\$ 264.05	51.286%	\$ 832.66
Total Taxes	\$ 514.86		
County Total	\$ 1,954.37		
City Total	\$ 1,085.63		



Craven County GIS 2302 McKinley Ave - PID 8-038-064

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 9, 2022 at 3:14:44 PM

1 inch = 131 feet



2302 McKinley Ave



AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt resolution accepting grant offer of \$75,000 from the North Carolina Department of Environmental Quality.

Date of Meeting: 5/24/2022	Ward # if applicable: N/A
Department: Public Works	Person Submitting Item: Al Cablay
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	To move forward with the acceptance of this \$75,000 grant for stormwater study and analysis the City will need to adopt an resolution accepting the grant and execute the offer-and-acceptance document.
Actions Needed by Board:	Adopt resolution accepting grant offer of \$75,000 from the North Carolina Department of Environmental Quality.
Backup Attached:	Memo from Al Cablay, a draft resolution for accepting grant funding, and a copy of the Offer-and Acceptance document.

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

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

Additional Notes:



MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Al Cablay, Director of Public Works
DATE: May 13, 2022
SUBJECT: Recommendation to Adopt Resolution to Accepting Grant Offer of \$75,000
From the North Carolina Department of Environmental Quality

Background Information:

In late 2021, the NC General Assembly issued Session Law 2021-180, Sente Bill 105, which allocated appropriations for various drinking water, wastewater, and stormwater projects throughout the State. The appropriations included \$75,000 to the City of New Bern for stormwater projects. In reviewing the conditions of the appropriations and the types of projects that would be eligible, it was determined that the best use of the funding will be towards the study and analysis of frequently flooded areas in New Bern. The project was submitted to NCDEQ for review and in March, NCDEQ issued a "Letter of Intent to Fund the New Bern Stormwater Study & Analysis project", indicating the project will be eligible for receiving the grant funds.

In order to formally accept this grant, the City must adopt a standard resolution accepting the grant and authorizing the City Manager to execute the Offer-and-Acceptance document.

Recommendation:

In order to move forward with the obtaining the above-mentioned \$75,000 in grant funding for the New Bern Stormwater Study & Analysis project, the Department of Public Works is recommending the approval of a resolution accepting the NCDEQ grant funding.

Attached please find a draft resolution for accepting the NCDEQ grant and a copy of the Offer-and Acceptance document.

Please contact me if there are any questions or if additional information should be required.

Everything comes together here.

**RESOLUTION ACCEPTING GRANT OFFER OF \$75,000 FROM THE NORTH
CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, the City of New Bern has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs; and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$75,000.00 to perform work detailed in the submitted application; and

WHEREAS, the City of New Bern intends to perform said project in accordance with the agreed scope of work.

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

That the City of New Bern does hereby accept the American Rescue Plan Grant offer of \$75,000.00; and

That the City of New Bern does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to; and

That Foster Hughes, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

ADOPTED this the 24th day of May, 2022 at New Bern, North Carolina.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

City of New Bern
PO Box 1129
New Bern NC 28563

Project Number: SRP-SW-ARP-0004

CFDA Number:

Funding Program

Drinking Water	<input type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Wastewater/Stormwater	<input checked="" type="checkbox"/>	Funding Increases		
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$75,000

Project Description:

Investigative Hydrologic study of frequently flooded areas, analysis of stormwater control measures and engineering concept plan for best solutions.

Total Financial Assistance Offer:

\$75,000

Total Project Cost:

\$75,000

Estimated Closing Fee*:

na

For Loans

Principal Forgiveness:

\$0

Interest Rate:

0.0% Per Annum

Maximum Loan Term:

0 Years

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality



Signature

4/5/2022

Date

On Behalf of:

City of New Bern

Name of Representative in Resolution:

Foster Hughes

Title (Type or Print):

City Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

May 24, 2022

Date

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

May 24, 2022

.....
Date

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

SHADI ESKAF
Director



NORTH CAROLINA
Environmental Quality

April 20, 2022

Foster Hughes, City Manager
City of New Bern
PO Box 1129
New Bern NC 28563

SUBJECT: Offer & Acceptance for ARP Funding
Project No. SRP-SW-ARP-0004
Stormwater Study and Analysis
New Bern, NC

Dear Mr. Hughes:

The City of New Bern has been approved for an American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$75,000**. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180 must meet applicable federal law and guidance for the ARP funds. Accordingly, enclosed is a copy of an offer-and-acceptance document, extending ARP funding in the amount of \$75,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Mark Hubbard, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;
2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
3. Federal Identification Number and Unique Entity ID # of the Recipient (Memo attached)
4. Sales Tax Certification (attached)

Once construction of the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI's Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,



Shadi Eskaf., Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (1 copy)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Fed ID/ Unique Entity ID # No. Request Memo
Sales-Tax Certification Form
Reimbursement Request Form

CC: Jennifer House
Jackie Moore
Pam Whitley
Antonio V. Evans
FILE: ARP Project File (**COM_LOX**)



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance to establish the Stormwater Study and Analysis Project Fund

Date of Meeting: 05/24/22	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting an ordinance to establish the Stormwater Study and Analysis Project Fund
Actions Needed by Board:	Adopt ordinance
Backup Attached:	Memo, Ordinance

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

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

Additional Notes:



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

FROM: Kim Ostrom –Director of Finance

DATE: May 13, 2022

RE: Ordinance to Establish Stormwater Study and Analysis Project Fund

Background Information

In late 2021, the NC General Assembly issued Session Law 2021-180, Senate Bill 105, which allocated appropriations for various drinking water, wastewater, and stormwater projects throughout the State.

On April 20, 2022, the NC Department of Environmental Quality issued a letter approving the City of New Bern for American Rescue Plan (ARP) funding by the Division of Water Infrastructure in the amount of \$75,000 for a Stormwater Study and Analysis project. The project will involve the investigative hydrologic study of frequently flooded areas, analysis of stormwater control measures and engineering concept plan for best solutions.

This ordinance will establish the Stormwater Study and Analysis Project Fund with \$75,000 awarded from the grant.

Requested Action

The Board considers adopting the enclosed ordinance to establish the fund at its meeting on May 24, 2022.

**CAPTIAL PROJECT ORDINANCE FOR THE CITY OF NEW BERN
"STORMWATER STUDY & ANALYSIS PROJECT FUND"**

BE IT ORDAINED by the Governing Board of the City of New Bern, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: There is hereby established a Fund to be known as the "Stormwater Study & Analysis Project Fund".

Section 2: The project authorized will involve the investigative hydrologic study of frequently flooded areas, analysis of stormwater control measures and engineering concept plan for best solutions.

Section 3: The following amount is appropriated for the project:

Stormwater Study & Analysis	\$75,000
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Section 4: The following revenues are estimated to be available to complete the project:

NC Department of Environmental Quality, Division of Water Infrastructure American Rescue Plan (ARP) award	\$75,000
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Section 5: The Finance Officer is hereby directed to maintain within the Fund sufficient specific detailed accounting records to provide the accounting to the agency as required by State and Federal regulations.

Section 6: Copies of the ordinance shall be provided to the Budget Officer and the Finance Officer for use in the performance of their duties.

ADOPTED THIS 24TH DAY OF MAY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the FY 2021-22 Grant Fund Budget

Date of Meeting: 5/24/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Recognize \$70,902 Internet Crimes Against Children grant (Police) and \$5,000 Walmart grant (\$2,500 each to Police & Fire)
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo, Ordinance Amendment

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

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

Additional Notes:



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom –Director of Finance
DATE: May 13, 2022
RE: Amendment to the FY 2021-22 Grants Fund Budget

The Grants Fund is amended to recognize the following awards received:

- Internet Crimes Against Children (ICAC) Grant in the amount of \$70,902 for the purchase of GrayKey, which is a device that can unlock cellular/mobile devices to gain access to critical digital evidence for prosecution. No match is required.
- Walmart Community Grant in the amount of \$5,000 of which \$2,500 is designated for PD's National Night Out and the New Bern Noble Knights Chess Club, and \$2,500 is designated for Fire's purchase of smoke detectors. No match is required.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on May 24, 2022.

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2021-2022

FROM: Kim Ostrom, Director of Finance

Meeting Date: May 24, 2022

EXPLANATION:

The Grants Fund is amended to recognize the following awards received: 1) Internet Crimes Against Children (ICAC) Grant in the amount of \$70,902 for the purchase of GrayKey; 2) Walmart Community Grant in the amount of \$5,000 of which \$2,500 is designated for the Police Department's National Night Out and the New Bern Noble Knights Chess Club, and \$2,500 is designated for the Fire Department's purchase of smoke detectors. No match is required for either of these grants.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2021-2022 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule K - GRANTS FUND

Increase: Grants - Police	\$ 73,402
Grants - Fire	2,500
	<u>\$ 75,902</u>

Section 2 - Estimated Revenues

Schedule K - GRANTS FUND

Increase: Grants - Police	\$ 73,402
Grants - Fire	2,500
	<u>\$ 75,902</u>

NATURE OF TRANSACTION:

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

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED MAY 24, 2022
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Discussion of American Rescue Plan Funds

Date of Meeting: 5/25/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	An additional \$4 million of ARP funds has yet to be allocated. Staff is looking for Board direction on how to allocate.
Actions Needed by Board:	Direction from the Board
Backup Attached:	PowerPoint and memo

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

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

Additional Notes:



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom –Director of Finance
DATE: May 20, 2022
RE: ARP Update

An additional \$4+ million of ARP funds has yet to be allocated. Staff is looking for Board direction on how to allocate.

Requested Action

Direction from the Board.



American Rescue Plan (ARP) Funds

May 24, 2022

1

Identify needs and consider unfunded projects:

Electric System Capacity Improvements Project - \$10M

- Additional electric capacity to support current loads as well as rapid growth in the regional area; addresses electric grid upgrades and the SE Substation Project
 - Infrastructure
 - Distribution
 - Capacity
 - Resiliency

2

Identify needs and consider unfunded projects:

Water & Sewer Projects

- **Relocation of Water and Sewer Infrastructure for NCDOT - \$2,250,000**
 - Relocation of infrastructure for Hwy. 70 work
- **Township No. 7 Sewer Improvements & Relocation of New Bern Sewer Lift Station No. 10 - \$4,000,000**
 - Force main upgrades and pump station relocation
- **Northwest Sewer Interceptor Rehabilitation – Phase II - \$1,200,000**
 - Lining of major outfall that runs through flood-prone areas

NEW BERN
NORTH CAROLINA

3

Water & Sewer Projects (con'd)

- **Water & Sewer Rehabilitation in the Greater Duffyfield & other areas - \$20 million+**
 - Replacement of outdated water and sewer infrastructure in older neighborhoods
 - Cost: \$200,000 to \$300,000 per block; \$20+ million in needs in the next 10-20 years
- **West New Bern Water System Improvements - \$3,500,000**
 - Water system improvements on west side of the water system
- **South-East Water System Improvements - \$750,000**
 - Water system improvements on the southeast side of the water system

NEW BERN
NORTH CAROLINA

4

Alderman Requested Projects

- **Garden Street Sidewalk - \$85,000**
- **Stormwater Pump System - Hazel Ave., Simmons Street and North Hills Drive**
- **National Ave. Underground Utilities - estimated \$1 million per mile**
- **Racetrack Road Improvements - \$1 million**
- **Pembroke Sidewalks - \$450,000**