

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
SEPTEMBER 13, 2022 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Prill. Pledge of Allegiance.
2. Administer Oath of Office to Alderman Barbara Best.
3. Roll Call.
4. Approve Agenda.
5. Request and Petition of Citizens.

Consent Agenda

6. Consider Adopting a Resolution Closing the 3600 Block of Cranberry Lane for the Sienna Woods 3rd Annual Neighborhood Picnic.
7. Consider Adopting a Resolution Closing Specific Streets for MERCI on Middle.
8. Consider Adopting a Resolution Closing Specific Streets for the Trail to Tryon 5k, 10k and Half Marathon.
9. Consider Adopting a Resolution Closing the 100 Block of Johnson Street for the Historic Downtown Residents Association's Picnic.
10. Consider Approving Proclamations for New Bern High School Hall of Fame Recipients:
 - a) Michael Hughes
 - b) Kevin Reddick
 - c) Josh Taylor
 - d) Brett Williams
 - e) Cecil Harrison
 - f) Bobby Curlings
11. Approve Minutes.

12. Conduct a Public Hearing on the Rezoning of 3603 Neuse Boulevard; and
 - a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
 - b) Consider Adopting an Ordinance to Rezone 3603 Neuse Boulevard from C-4 Neighborhood Business District to C-3 Commercial District.
13. Conduct a Public Hearing on Rezoning Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000; and
 - a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
 - b) Consider Adopting an Ordinance to Rezone Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000 from A5-F Agricultural Forestry District, R-10 Residential District, and R-10A Residential District to R-6 Residential District.
14. Conduct a Public Hearing on Rezoning 601 Third Avenue; and
 - a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
 - b) Consider Adopting an Ordinance to Rezone 601 Third Avenue from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District.
15. Consider Adopting a Resolution to Initiate the Upset Bid Process for 806 Main Street.
16. Consider Adopting a Resolution to Initiate the Upset Bid Process for 208 Daniels Street.
17. Consider Adopting a Resolution Approving the Sale of 2410 Georgia Avenue.
18. Consider Adopting a Resolution Approving the Sale of 803 Pavie Avenue.
19. Consider Adopting a Resolution Approving the Sale of 2107 Pearson Street.
20. Consider Adopting a Resolution Approving the Sale of 210 Duffy Street.
21. Consider Adopting a Resolution Approving the Sale of 801 Chattawka Lane.
22. Consider Adopting a Resolution Approving an Agreement with Mackilwean Turf Farm, Inc. for Land Use for Spray Irrigation System.
23. Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement 2021 Environmental Enhancement Grant Program.
24. Consider Adopting a Resolution Approving a Memorandum of Understanding with the Craven County Sexual Assault Response Team.
25. Consider Adopting a Resolution Approving the NBAMPO 5303 Grant Contract with the NC Department of Transportation.
26. Consider Adopting an Ordinance for the Demolition of 1014 Main Street.

27. Appointment(s).
28. Attorney's Report.
29. City Manager's Report.
30. New Business.
31. Closed Session.
32. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
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: September 09, 2022
Re: September 13, 2022 Agenda Explanations

1. **Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Prill. Pledge of Allegiance.**

2. **Administer Oath of Office to Alderman Barbara Best.**

The City Clerk will administer the oath of office to Barbara Best.

3. **Roll Call.**

4. **Approve Agenda.**

5. **Request and Petition of Citizens.**

This section of the agenda is titled Requests and Petitions of Citizens. This is an opportunity for public comment, and we thank you for coming to the Board of Aldermen meeting tonight to share your views. We value all citizen input.

Speaker comments are limited to a maximum of 4 minutes during the public comment period. At the conclusion of 4 minutes, each speaker shall leave the podium. Comments will be directed to the full board, not to an individual board member or staff member. Although the board is interested in hearing your comments, speakers should not expect any comments, action, or deliberation from the board on any issue raised during the public comment period.

In the board's discretion, it may refer issues to the appropriate city officials or staff for further investigation. If an organized group is present to speak on a common issue, please designate one person to present the group's comment, which shall be limited to a maximum of 4 minutes.

Consent Agenda

6. Consider Adopting a Resolution Closing the 3600 Block of Cranberry Lane for the Sienna Woods 3rd Annual Neighborhood Picnic.

(Ward 3) The Sienna Woods Picnic Committee has requested to close the 3600 block of Cranberry Lane from 9 a.m. until 9 p.m. on October 22, 2022 for the Sienna Woods of Carolina Colours' neighborhood picnic. A rain date of October 23, 2022 has been requested. A memo from Kari Warren, Interim Director of Parks and Recreation, copy of the application, and map of the area are attached.

7. Consider Adopting a Resolution Closing Specific Streets for MERCI on Middle.

(Ward 1) Merci on Middle will hold its annual fundraising event on November 6, 2022. Organizers have requested that the 200-300 blocks of Middle Street, 300-400 blocks of Pollock Street, and Bear Plaza be closed to vehicular traffic from 12 noon until 10:30 p.m. on November 06, 2022. Attached is a memo from Mrs. Warren, a map of the area, acknowledgement from local businesses along the route, and a copy of the event application.

8. Consider Adopting a Resolution Closing Specific Streets for the Trail to Tryon 5k, 10k and Half Marathon.

The Craven County Tourism Development Authority has scheduled a 5k, 10k, and half marathon race known as the Trail to Tryon. Organizers have requested South Front Street be blocked at Palace Point Commons from 6 a.m. until 3 p.m. and that the 600 block of Pollock Street be closed to vehicular traffic from 6 a.m. until 10 a.m. on November 12, 2022. Attached is a memo from Mrs. Warren, a map of the area, and a copy of the event application.

9. Consider Adopting a Resolution Closing the 100 Block of Johnson Street for the Historic Downtown Residents Association's Picnic.

(Ward 1) Dottie Corning has requested the 100 block of Johnson Street be closed to vehicular traffic on October 15, 2022, from 3 p.m. until 11 p.m. for HDRA's annual picnic. Attached is a memo from Mrs. Warren, a map of the area, and a copy of the event application.

10. Consider Approving Proclamations for New Bern High School Hall of Fame Recipients:

- a) Michael Hughes
- b) Kevin Reddick
- c) Josh Taylor
- d) Brett Williams
- e) Cecil Harrison
- f) Bobby Curlings

Sabrina Bengel has requested proclamations for the Class of 2022 inductees to the New Bern High School Hall of Fame. The recipients are listed above.

11. Approve Minutes.

Minutes from the August 15, 2022 meetings are provided for review and approval.

- 12. Conduct a Public Hearing on the Rezoning of 3603 Neuse Boulevard; and**
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance to Rezone 3603 Neuse Boulevard from C-4 Neighborhood Business District to C-3 Commercial District.

(Ward 4) The owner of 3603 Neuse Boulevard has requested to rezone the 0.92+/- acre parcel from C-4 Neighborhood Business District to C-3 Commercial District. The Planning and Zoning Board unanimously approved this request at their August 4, 2022 meeting. After conducting a public hearing, the Board is asked to consider adopting a statement of zoning consistency or inconsistency. If a statement of consistency is adopted, the Board is then to consider approving an ordinance to rezone the property. A memo from Matt Schelly, Interim Director of Development Services, is attached along with a map of the site area.

- 13. Conduct a Public Hearing on Rezoning Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000; and**
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance to Rezone Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000 from A5-F Agricultural Forestry District, R-10 Residential District, and R-10A Residential District to R-6 Residential District.

(Ward 6) McCullough Farms, LLC has requested to rezone seven parcels off Trent Creek Road totaling 413.39 +/- acres. The current zoning is A5-F Agricultural Forestry District, R-10 Residential District, and R-10A Residential District, and the requested zoning is R-6 Residential. The parcels are adjacent to the Craeberne Forest development. The Planning and Zoning Board unanimously approved this request at their August 4, 2022 meeting. After conducting a public hearing, the Board is asked to consider adopting a statement of zoning consistency or inconsistency. If a statement of consistency is adopted, the Board is then to consider approving an ordinance to rezone the property. A memo from Mr. Schelly is attached along with a map of the site area and supplemental information from the applicant.

- 14. Conduct a Public Hearing on Rezoning 601 Third Avenue; and**
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance to Rezone 601 Third Avenue from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District.

(Ward 2) The City desires to rezone two parcels totaling 4.139 +/- acres which are currently split zoned as C-4 Neighborhood Business District and R-6 Residential to one zoning of C-3 Commercial District. This property is the site of the new Stanley White Recreation Center. The Planning and Zoning Board unanimously approved this request at its August 4, 2022 meeting. After conducting a public hearing, the Board is asked to consider adopting a statement of zoning consistency or inconsistency. If a statement of consistency is adopted, the Board is then to consider approving an ordinance to rezone the property. A memo from Mr. Schelly is attached along with a map of the site area.

- 15. Consider Adopting a Resolution to Initiate the Upset Bid Process for 806 Main Street.**

(Ward 1) First Missionary Baptist Church has made an offer to purchase 806 Main Street for \$2,000. The tax value of the 0.18-acre vacant parcel is \$4,000, and the offer represents 50% of the value. The City and Craven County acquired the property in 2009 through tax foreclosure. At that time, taxes, interest, penalties, fees, and costs due to the County were \$2,167.90 and \$845.82 to the City. If the property is sold for the initial offer, it is estimated the County will receive \$1,365.52 and the City \$634.48 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached along with a copy of the offer, tax card, map, and photos of the property.

- 16. Consider Adopting a Resolution to Initiate the Upset Bid Process for 208 Daniels Street.**

(Ward 5) The Third Property Development & Estate Investment Group, LLC has made an offer of \$9,000 to purchase 208 Daniels Street. The tax value of the half-acre vacant parcel is \$18,000, and the offer represents 50% of the value. The City and Craven County acquired the property in 2019 through tax foreclosure. At that time, taxes, interest, penalties, fees, and costs due to the County were \$3,596.22 and \$713.18 to the City.

Earlier this summer, the City demolished an uninhabitable mobile home that was located on the property. The home flooded during Hurricane Florence and was beyond repair. In exchange for the demolition, Craven County conveyed to the City its interest in the property. Thus, the City will receive all proceeds from the sale. A memo from Ms. Blanco is attached along with a copy of the offer, tax card, map, and photos of the property.

17. Consider Adopting a Resolution Approving the Sale of 2410 Georgia Avenue.

(Ward 5) Jimmy McGowan submitted an offer of \$8,000 for 2410 Georgia Avenue. The offer was advertised, but no upset bids were received. The property is a vacant 0.34-acre parcel with a tax value of \$13,500. The offer represents more than 50% of the value. The property was acquired jointly by the City and County in 2018 through tax foreclosure. The unpaid taxes due to Craven County at that time, including interest, penalties, and costs, was \$2,203.83. Unpaid taxes, interest, and penalties due to the City was \$6,685.95. If the property is sold for the offer, the City will receive \$6,130.42 and the County \$1,869.58 from the proceeds. The bidder owns the adjacent property and is seeking to expand his greenspace. A memo from Ms. Blanco is attached along with a copy of the offer to purchase, tax card, a map, and pictures of the property.

18. Consider Adopting a Resolution Approving the Sale of 803 Pavie Avenue.

(Ward 5) Susan Barber made an offer to purchase 803 Pavie Avenue for \$2,000. The bid was advertised, but no upset bids were received. The vacant 0.09-acre parcel has a tax value of \$4,000 and was acquired by the City and County in 2017 through tax foreclosure. Taxes, costs, interest, and penalties due at that time were \$2,335.74 to the County and \$1,956.01 to the City. If the property is sold for the initial bid, the County will receive \$1,332.74 and the City will receive \$667.26 from the proceeds. The bidder owns a parcel across the street and desires to use this property for occasional parking or to set up tables for outdoor functions and gatherings. A memo from Ms. Blanco is attached along with a copy of the offer to purchase, tax card, a map, and pictures of the property.

19. Consider Adopting a Resolution Approving the Sale of 2107 Pearson Street.

(Ward 2) Davis McKinley Properties, LLC made an offer to purchase 2107 Pearson Street for \$3,750. The offer was advertised, but no upset bids were received. The vacant 0.23-acre parcel has a tax value of \$7,500 and was acquired by the City and County in 2019 through tax foreclosure. Taxes, costs, interest, and penalties due at that time were \$3,189.32 to the County and \$1,651.74 to the City. If the property is sold for the initial bid, the County will receive \$2,427.92 and the City \$1,322.08 from the proceeds. The bidder has spoken with staff in Development Services and is satisfied the property is suitable for his future plans. A memo from Ms. Blanco is attached along with the offer to purchase, a copy of the tax card, and a map and pictures of the property.

20. Consider Adopting a Resolution Approving the Sale of 210 Duffy Street.

(Ward 5) Norn Chan submitted an offer to purchase 210 Duffy Street for \$4,500. The bid was advertised, but no upset bids received. The property is a 0.17-acre vacant parcel with a tax value of \$9,000. It 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, the County will receive \$3,272.47 and the City will receive

\$1,227.53 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 and a map of the property, the offer to purchase, and a copy of the tax card.

21. Consider Adopting a Resolution Approving the Sale of 801 Chattawka Lane.

(Ward 2) Black Bear Real Estate offered to purchase 801 Chattawka Lane for \$12,000. The bid was advertised and three upset bids were received. Black Bear submitted the final bid at \$14,000. The vacant 0.34-acre parcel has a tax value of \$15,000. The property was acquired by the City and County through tax foreclosure in 2019. If the property is sold for the final bid, the County will receive \$3,655.21 and the City \$10,344.79 from the proceeds. A memo from Ms. Blanco is attached along with the offer to purchase, tax card, and a map and pictures of the property.

22. Consider Adopting a Resolution Approving an Agreement with Mackilwean Turn Farm, Inc. for Land Use for Spray Irrigation System.

In 2004, the City developed and put into operation a reclaimed water utilization system to allow fully-treated effluent from the City's main wastewater treatment plant ("WWTP") to be utilized for irrigation purposes. The effluent is transported from the WWTP to the east lake of the Martin Marietta quarry and then pumped to the Mackilwean Turf Farm for irrigation. The City and Mackilwean entered into a land-use agreement to outline the roles and responsibilities of both parties for this irrigation system. The system is operated under a permit issued by the NC Department of Environmental Quality ("NCDEQ"). During the most recent permit renewal, NCDEQ determined the agreement between the City and Mackilwean needed to be revised to update the term and certain references to the permit. The term of the agreement shall continue until the expiration of the permit through NCDEQ. A memo from Jordan Hughes, City Engineer, is attached with additional details.

23. Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement 2021 Environmental Enhancement Grant Program.

After applying for an Environmental Enhancement Grant through the NC Attorney General's office in 2021, the City was awarded funding in the amount of \$134,000. The funds will be utilized for the construction of a stormwater management and environmental enhancement system in the Duffyfield community. A Memorandum of Understanding must be executed with respect to the administration and procedures related to the grant program. A memo from Mr. Schelly is attached.

24. Consider Adopting a Resolution Approving a Memorandum of Understanding with the Craven County Sexual Assault Response Team.

The New Bern Police Department has joined the offices of the Craven County Sheriff and District Attorney, CarolinaEast Medical Center, Coastal Women's Shelter, the Department of Social Services, the US Marine Corps, and Promise

Place, among others in the region, to help provide services to sexual assault victims. A memorandum of understanding ("MOU") between the parties will provide guidance for each agency with respect to their responsibilities. Nothing in the MOU binds the Police Department, conflicts with statutory requirements, or violates the department's core values. A memo from Police Chief Patrick Gallagher is attached.

25. Consider Adopting a Resolution Approving the NBAMPO 5303 Grant Contract with the NC Department of Transportation.

On behalf of the New Bern Area Metropolitan Planning Organization, the City has been identified as the direct recipient of Section 5303 Federal Transit Administration Urban Planning Funds. These funds are managed by NCDOT's Public Transportation Division. To receive the funds, the Board of Aldermen must adopt a resolution authorizing the City Manager to sign a grant agreement with NCDOT. The total allocation for FY2022-23 is \$55,146.56, which reflects a Federal and State share of \$49,691.90 and a local share of \$5,514.66. The local share will be provided by the jurisdictions participating in the New Bern Area MPO as follows: New Bern \$3,059.54; River Bend \$327.57; Trent Woods \$448.89; Bridgeton \$46.32; and Craven County \$1,632.34. A memo from Kim Maxey, MPO Administrator, is attached.

26. Consider Adopting an Ordinance for the Demolition of 1014 Main Street.

(Ward 1) On October 13, 2021, the owners of 1014 Main Street were properly served with a complaint alleging the structure was unfit for human habitation. The owners were ordered to demolish or repair the dwelling by December 28, 2021. To date, no permits have been applied for and the structure remains noncompliant. Estimated penalties to date total \$33,000. Pictures of the property and a complete list of chronological events are attached along with a memo from Mr. Schelly. Public Works estimates the cost of demolition at \$3,800.

27. Appointment(s).

- (a) In 2021, Mayor Outlaw reappointed Bill Frederick to the Friends of the Firemen's Museum Board. Mr. Frederick was a longtime member of the Board and served it well. Unfortunately, he passed away in June. Mayor Odham is asked to make a new appointment to fill the remainder of Mr. Frederick's term, which will expire on April 22, 2024.
- (b) Former Alderman Sabrina Bengel was appointed to represent the City on the Highway 17 Association's Board of Directors. With the conclusion of her term, a new appointment is needed.
- (c) Craven County and the City of New Bern each appoint one of its own governing board members to serve as a trustee on the New Bern-Craven County Public Library Board of Trustees for the duration of their elected office. Former Alderman Sabrina Bengel recently served in this capacity. A new appointment is now needed.

- (d) Following his election as Mayor, Jeffrey Odham resigned from his appointment to the Metropolitan Planning Organization Transportation Advisory Committee. A new appointment is needed to fill this vacancy.
- (e) New Bern appoints a commissioner and two alternate commissioners to the NC Eastern Municipal Power Agency. The position of first alternate commissioner was most recently held by former Alderwoman Jameesha Harris. With the end of her term, a new appointment needs to be made.
- (f) Following his election as Mayor, Jeffrey Odham also resigned from his appointment to the Craven County Tourism Development Authority. A new appointment is needed to serve in this capacity.

28. Attorney's Report.

29. City Manager's Report.

30. New Business.

31. Closed Session.

32. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

North Carolina
Craven County

OATH OF OFFICE OF ALDERMAN

I, BARBARA J. BEST, do solemnly swear that I will support the Constitution of the United States; so help me God.

BARBARA J. BEST

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

BARBARA J. BEST

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

BARBARA J. BEST

The foregoing oaths were administered by me and sworn to and subscribed before me this the 13th day of September, 2022.

Brenda E. Blanco, City Clerk

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street to vehicular traffic for Carolina Colours, Sienna Woods Neighborhood Picnic.

Date of Meeting: 9/13/2022	Ward # if applicable: 3
Department: Park & 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:	Sienna Woods of Carolina Colours has requested to close the 3600 block of Cranberry Lane to vehicular traffic from 9:00 a.m. until 9:00 p.m. on Saturday, October 22, 2022, with a rain date of October 23, 2022, for Sienna Woods of Carolina Colours 3rd Annual Neighborhood Picnic.
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

Rick Prill
Hazel B. Royal
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.

Kari Warren, CPRP
Interim Director of Parks & Recreation

Jeffrey T. Odham
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 Closure for Sienna Woods Neighborhood Picnic of Carolina Colours.

Background Information:

Sienna Woods of Carolina Colours has made a request to close the 3600 block of Cranberry Lane to vehicular traffic from 9:00 a.m. until 9:00 p.m. on Saturday, October 22, 2022, with a rain date of October 23, 2022, for Sienna Woods of Carolina Colours 3rd Annual Neighborhood Picnic.

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, Sienna Woods of Carolina Colours has scheduled its 3rd Annual Neighborhood Picnic and requested the 3600 block of Cranberry Lane be closed to vehicular traffic from 9:00 a.m. until 9:00 p.m. on Saturday, October 22, 2022, with a rain date of October 23, 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 3600 block of Cranberry Lane be closed to vehicular traffic from 9:00 a.m. until 9:00 p.m. on October 22, 2022, with a rain date of October 23, 2022, for a neighborhood picnic in the Sienna Woods Neighborhood of Carolina Colours.

ADOPTED THIS 13th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

AUG 05 2022

BY: NEM

CITY OF NEW BERN

Sat. Oct 22nd
rain date: Sun. Oct 23rd

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: Sienna Woods 3rd Annual Neighborhood Picnic

Organization Name: Picnic Committee

Responsible Contact: Jerry Trenholm

Address: 3602 Cranberry Lane

City: New Bern State: NC Zip code: 28562

Phone: 252.631.2449 Alternate Phone: 703.966.0020

Email: mainer1125 jt@gmail.com

Type of Event:

☐ Demonstration

☒ Festival

☐ Parade

Date of Event: Oct 22, 2022

Proposed Rain Date: Oct 23, 2022

Event Set up time: 9:00am

Event Tear Down Completed Time: 9:00pm

Event Start Time: 3:00pm

Event End Time: 7:00pm

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

3600 block Cranberry Lane, Carolina Colours, New Bern

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

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

Annual Neighborhood Picnic

Estimated attendance: 120

; Attendance not to exceed: 190

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

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

How will you handle trash generated from the event?

We are requesting # _____ 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

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: Map Attached

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

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

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

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

☐ Yes

☒ No (Additional insurance may be required)

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

☐ Yes

☒ No

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

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

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

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

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

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

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

☐ Payment in full of applicable fees and charges.

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

The following items must be submitted with Application:

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

Authorized Signature

Date

Aug 5, 2022

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

Administrative Support Supervisor

Date

This application has been approved.

Director of Parks & Recreation

Date

8-10-2022

Total Anticipated Charges

Barricades:

2
\$ 10.00

Trash Collection:

\$ _____

City Staff:

\$ _____

Vendor Fees

\$ _____

Park/Facility Rental:

\$ _____

Total Due:

\$10.00

☒ Have HOA's been notified?

☒ Yes

☐ No

Spoke with:

Petition of Signatures

☒ Approved by Department

Date: 8-10-22

Staff Initials: KWJ

☒ Submitted for Board Approval

Date: 8-10-22

Staff Initials: KWJ

☐ All Paperwork collected

Date: _____

Staff Initials: _____

☐ All fees collected \$ _____

Date: _____

Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019

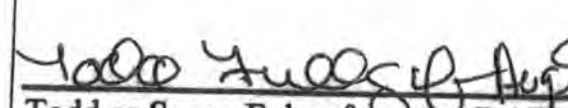
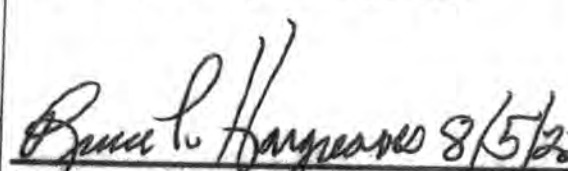
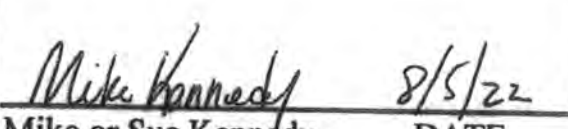
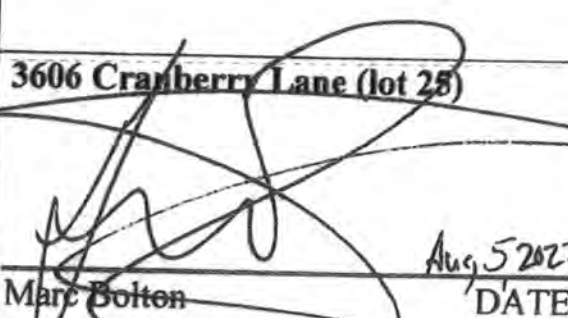
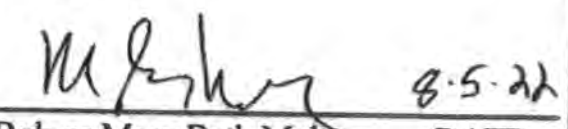

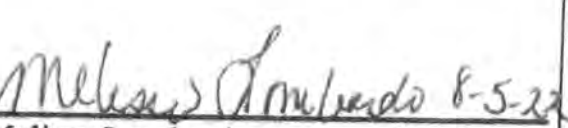
August 4, 2022

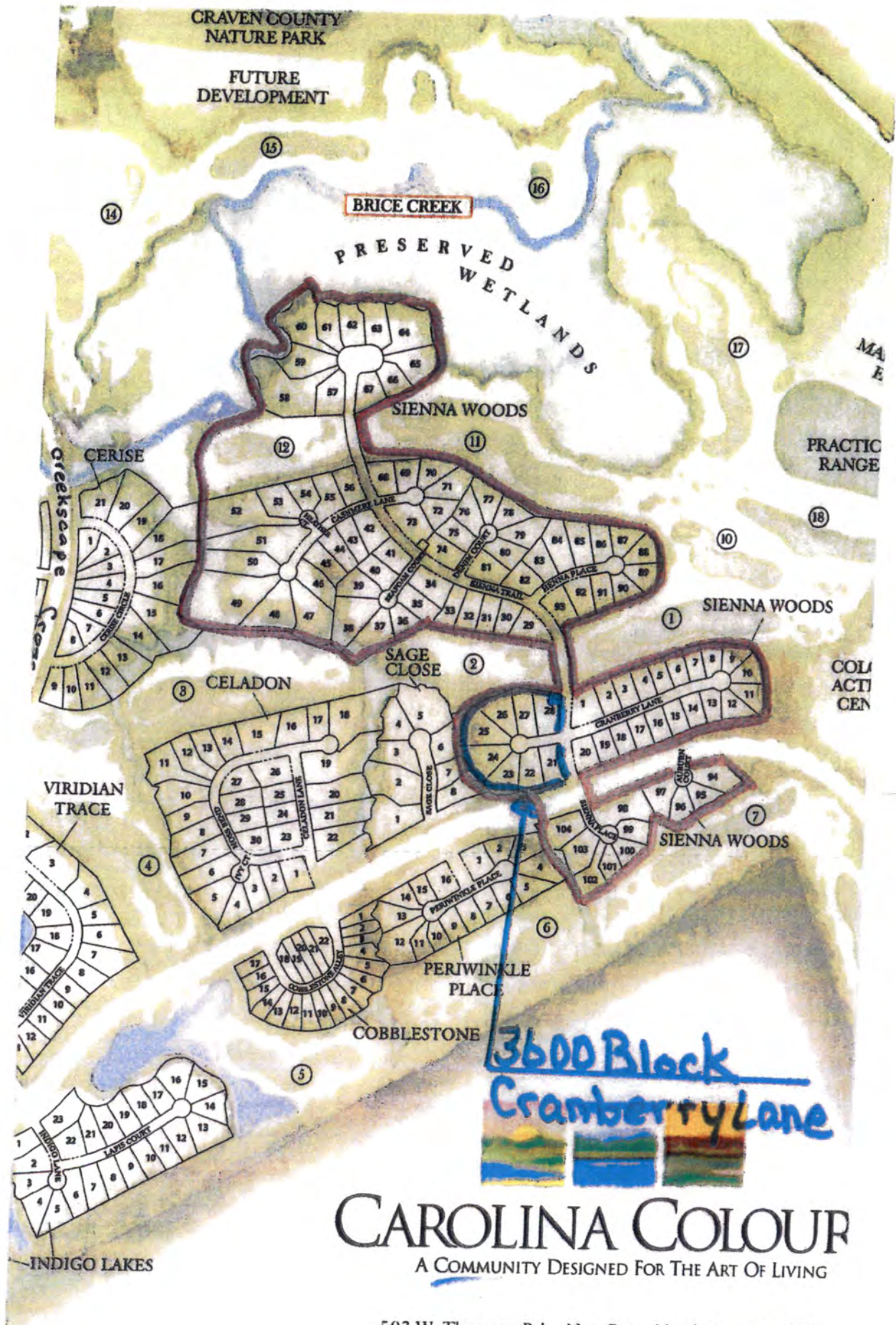
Sienna Woods 3rd Annual Neighborhood Picnic

Request to close 3600 block of Cranberry Lane

Carolina Colours

October 22nd Rain Date October 23rd

3601 Cranberry Lane (lot 21)  _____ Todd or Susan Fulgraf DATE Concur/ non-concur	3603 Cranberry Lane (lot 22)  _____ Bruce or Marilyn Hargreaves 8/5/22 Concur/ non-concur DATE
Lot 23 - undeveloped Not applicable	3607 Cranberry Lane (lot 24)  _____ Mike or Sue Kennedy 8/5/22 Concur/ non-concur DATE
3606 Cranberry Lane (lot 25)  _____ Marc Bolton Aug 5 2022 Concur/ non-concur DATE	3604 Cranberry Lane (lot 26)  _____ Bob or Mary Beth Mohn 8-5-22 Concur/ non-concur DATE
3602 Cranberry Lane (lot 27)  _____ Jerry Trenholm Aug 4 2022 Concur/ non-concur DATE	3600 Cranberry Lane (lot 28)  _____ Melissa Lombardo 8-5-22 Concur/ non-concur DATE



CAROLINA COLOUR

A COMMUNITY DESIGNED FOR THE ART OF LIVING

503 W. Thurman Rd. New Bern, North Carolina 28562

252.636.3700 www.carolinacolours.com



All renderings and specifications are preliminary estimates and are subject to change without notice. Please contact a Carolina Colours representative for additional information.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close streets to vehicular traffic for MERCI On Middle fundraising event.

Date of Meeting: 9/13/2022	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:	MERCI On Middle has requested to close the 200-300 blocks of Middle Street, and the 300-400 blocks of Pollock Street to vehicular traffic as well as the use of Bear Plaza on Sunday, November 6, 2022, from 12:00 p.m. until 10:30 p.m. for their annual MERCI On Middle fundraising event. This event will not be rescheduled due to inclement weather.
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

Rick Prill
Hazel B. Royal
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.

Kari Warren, CPRP
Interim Director of Parks & Recreation

Jeffrey T. Odham
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 Closure for MERCI On Middle Fundraising Event.

Background Information:

MERCI On Middle has made a request to close the 200-300 blocks of Middle Street, and the 300-400 blocks of Pollock Street to vehicular traffic as well as the use of Bear Plaza for MERCI On Middle annual fundraising event on Sunday, November 6, 2022, from 12:00 p.m. until 10:30 p.m. This event will not be rescheduled due to inclement weather.

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, Merci Clinic has scheduled its annual MERCI On Middle fundraising event and requested the 200-300 blocks of Middle Street, 300-400 blocks of Pollock Street be closed to vehicular traffic from 12:00 p.m. until 10:30 p.m. Sunday, November 6, 2022, as well as the use of Bear Plaza; and

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

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

That the 200-300 blocks of Middle Street and the 300-400 blocks of Pollock Street be closed to vehicular traffic from 12:00 p.m. until 10:30 p.m. on November 6, 2022 for the MERCI On Middle fundraising event; and

That the use of Bear Plaza is also authorized.

ADOPTED THIS 13th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

JUN 30 2022

BY: NDNovember 6th
Sunday**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: MERCI On MiddleOrganization Name: MERCI ClinicResponsible Contact: Barbara Krcmar/ Drew HoneycuttAddress: 1315 Tatum Dr.City: New Bern State: NC Zip code: 28560Phone: 252-633-1599 Alternate Phone: 252-626-4619Email: director@merciclinic.orgStreet
Closure**Type of Event:**☐ Demonstration☒ Festival☐ Parade**Date of Event:** 11-06-2022Proposed Rain Date: N/A**Event Set up time:** 12:00 PM**Event Tear Down Completed Time:** 10:30 PM**Event Start Time:** 5:00 PM**Event End Time:** 9:00 PM

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
200-300 blocks Middle Street, Bear Plaza, 300-400 blocks Pollock Street

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

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)
Annual fundraiser dinner benefitting MERCI Clinic

Estimated attendance: 750; Attendance not to exceed: 750

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

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

How will you handle trash generated from the event?

We are requesting # _____ 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.

Petition

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: 200-300 blocks Middle Street

300-400 blocks Pollock Street

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

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

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

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

☐ Yes

☒ No (Additional insurance may be required)

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

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

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

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

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

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

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

☐ 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)

[Signature]

Authorized Signature

Date

6/30/2022

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

Administrative Support Supervisor

Date

This application has been approved.

[Signature]

Director of Parks & Recreation

Date

8-19-2022

Total Anticipated Charges

Barricades: # _____

\$ _____

Trash Collection: _____

\$ _____

City Staff: # _____

\$ _____

Vendor Fees # _____

\$ _____

Park/Facility Rental: _____

\$ _____

Total Due: \$

• ☒ Have HOA's been notified? ☒ Yes ☐ No

• ☒ Approved by Department

• ☒ Submitted for Board Approval

• ☐ All Paperwork collected

• ☐ All fees collected \$ _____

Date: 8-19-22

Date: 9-1-22

Date: _____

Date: _____

Spoke with: Danny Batten Emile

Staff Initials: KW

Staff Initials: KW

Staff Initials: _____

Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019

Kari Greene-Warren

From: Foster Hughes
Sent: Friday, August 12, 2022 11:13 PM
To: Danny Batten
Cc: Kari Greene-Warren
Subject: Re: Letter from the Downtown Business Council concerning Merci on Middle event

Received. Thanks Danny.

Foster Hughes
City Manager
City of New Bern, NC

From: Danny Batten <dannyb@surfwindandfire.com>
Sent: Friday, August 12, 2022 11:11:54 PM
To: Foster Hughes <hughesf@newbernnc.gov>
Subject: Letter from the Downtown Business Council concerning Merci on Middle event

Foster,
Barb Kcrmar attended the Downtown Business Council Meeting on July 28 to inform and petition the downtown businesses and receive approval of the street closure concerning the Mercy on Middle event. The businesses attending have been informed and agreed to the street closure. Mercy on Middle is a large event for downtown that has received enthusiastic support from our businesses for several years. I will make sure to also email all of the businesses with the event time and dates as well as post on our downtown business social media forum just to ensure all of the businesses are aware of the event. Please let me know if you need any other information from me.

Sincerely,

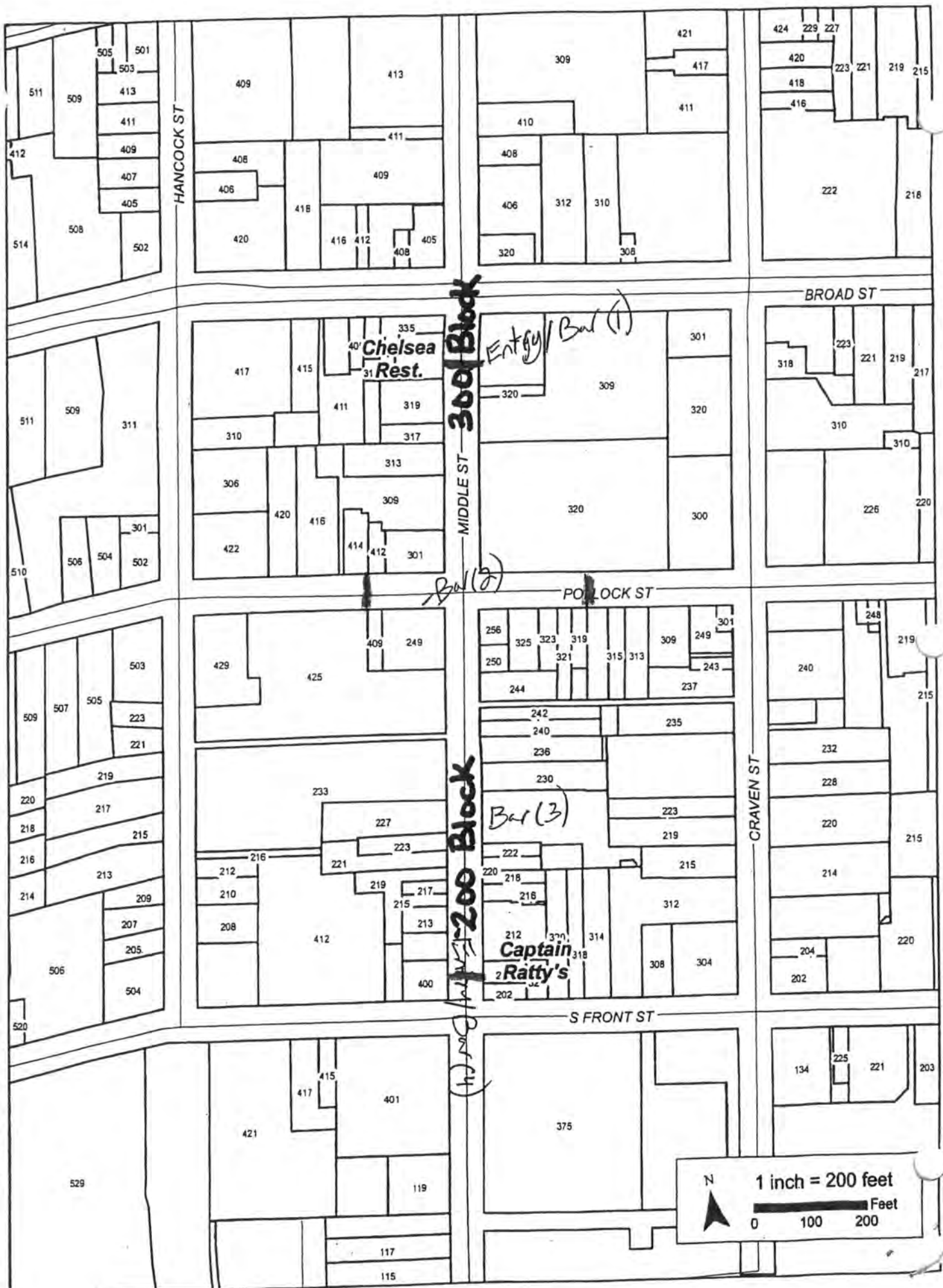
Danny Batten
dannyb@surfwindandfire.com
919-632-6094 cell
252-288-5823 store

If you are not the intended recipient, you must destroy this message and inform the sender immediately. This electronic mail message and any attachments, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time. It also may contain information which is confidential within the meaning of applicable federal and state laws.

----- If you are not the intended recipient, you must destroy this message and inform the sender immediately. This electronic mail message and any attachments, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time. It also may contain information which is confidential within the meaning of applicable federal and state laws.

We, the undersigned are aware of MERCI Clinic's fundraising event, MERCI on Middle, which is to be held Sunday November 6, 2022. We understand that they are requesting the City of New Bern to close the 200-300 blocks of Middle Street and parts of the 200-300 blocks of Pollock Street.

[illegible]





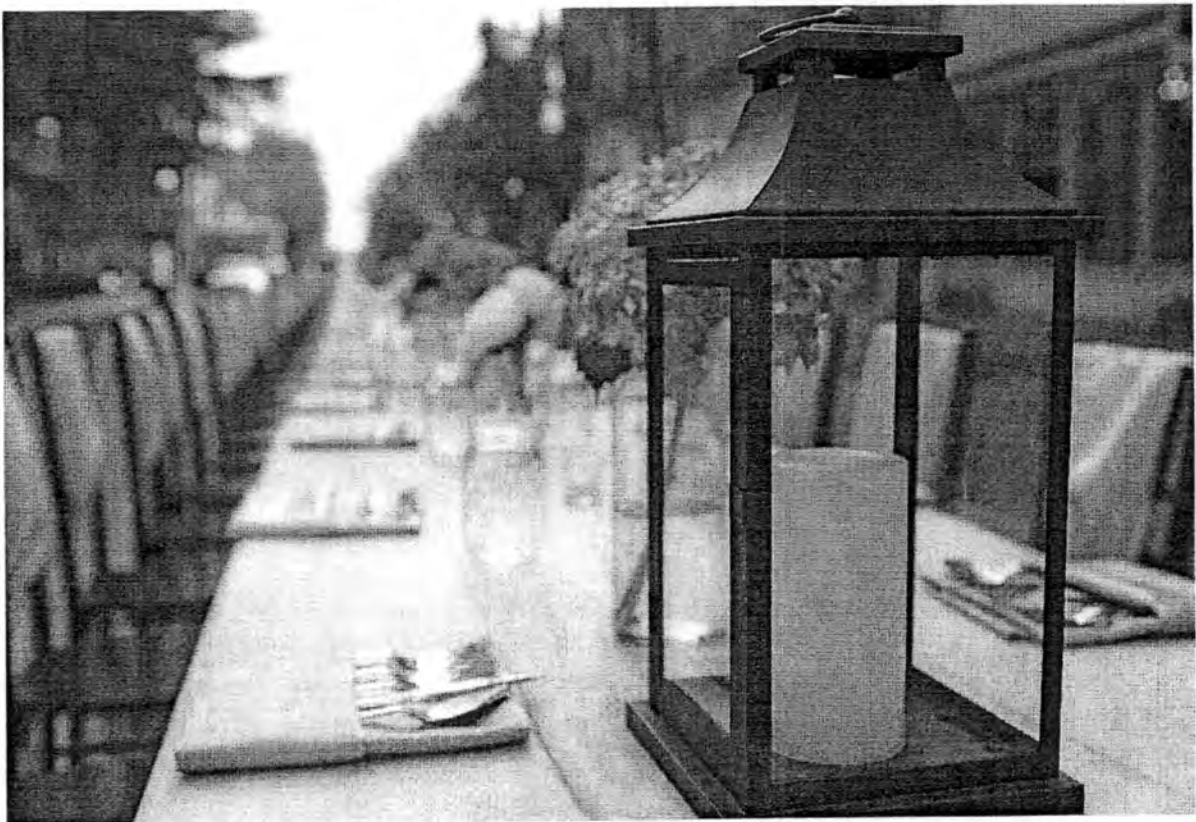
MERCI Clinic

Event Date:

Sunday November 6, 2022



MERCI
ON
MIDDLE



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close streets to vehicular traffic for Craven County Tourism Development Authority Trail to Tryon 5k, 10k and half marathon.

Date of Meeting: 9/13/2022	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:	Craven County TDA requested a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets and the portion of South Front Street behind Tryon Palace South Lawn be closed to vehicular traffic from 6:00 a.m. until 3:00 p.m. on November 12, 2022. Craven County TDA, also made a request to close the 600 block of Pollock Street to vehicular traffic on Saturday, November 12, 2022, from 6:00 a.m. until 10.00 a.m. This event will not be rescheduled due to inclement weather.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution- Memo – Application – Map - Petition

Is item time sensitive? ☐Yes ☒No

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

Cost of Agenda Item: N/A

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

Additional Notes: N/A

Aldermen

Rick Prill
Hazel B. Royal
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Kari Warren, CPRP
Interim Director of Parks & Recreation

Jeffrey T. Odham
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
Interim Director of Parks and Recreation

Re: Street Closure for Craven County Tourism Development Authority Trail to Tryon 5k, 10k and half marathon.

Background Information:

Craven County TDA requested a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets be closed to vehicular traffic from 6:00 a.m. until 3:00 p.m. on November 12, 2022.

Craven County TDA, also made a request to close the 600 block of Pollock Street to vehicular traffic on Saturday, November 12, 2022, from 6:00 a.m. until 10:00 a.m. This event will not be rescheduled due to inclement weather.

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, Craven County Tourism Development Authority has scheduled its 1st run/race and requested South Front Street at Palace Point Commons be closed to vehicular traffic at the intersection of Eden and Metcalf Streets from 6:00 a.m. until 3:00 p.m. and the 600 block of Pollock Street be closed to vehicular traffic from 6:00 a.m. to 10:00 a.m. on Saturday, November 12, 2022, for the first-ever Trail to Tryon 5k, 10k and half marathon race; and

WHEREAS, Craven County Tourism Development Authority has also requested the 600 block of Pollock Street be closed to vehicular traffic from 6:00 a.m. until 10:00 a.m. on Saturday, November 12, 2022; and

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

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

That South Front Street at Palace Point Commons be closed to vehicular at the intersection of Eden and Metcalf Streets from 6:00 a.m. until 3:00 p.m. on November 12, 2022; and

That the 600 block of Pollock Street be closed to vehicular traffic from 6:00 a.m. until 10:00 a.m. on November 12, 2022, for the first-ever Trail to Tryon 5k, 10k and half marathon race.

ADOPTED THIS 13TH OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA BLANCO, CITY CLERK

RECEIVED

AUG 02 2022

BY: 17WNov. 12
Sat.**CITY OF NEW BERN****APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS**

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

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

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

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

Name of Event/Activity: Trail to TryonOrganization Name: Craven County TDAResponsible Contact: Melissa RiggleAddress: 316 S. Front StreetCity: New Bern State: NC Zip code: 28562Phone: 252-876-7134 Alternate Phone: 252-637-9400Email: executivedirector@visitnewbern.com

Type of Event:

☐ Demonstration☒ Festival☐ ParadeDate of Event: 11/12/2022

Proposed Rain Date: _____

Event Set up time: 6 amEvent Tear Down Completed Time: 4pmEvent Start Time: 7:00amEvent End Time: 2:00pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
Links listed below to the three advertised routes. 5k, 10k, Half Marathon

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)
The TDA Sports and Events committee created this event to increase tourist and visitor traffic to New Bern during a historically slower time. With the event being Veteran's Day weekend we have partnered with the American Legion Post 539

Estimated attendance: 75-150; Attendance not to exceed: 300

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

Tents # 1 Sizes 20x20 Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall).

How will you handle trash generated from the event?We are requesting # 10 trash cans.☐ We will provide our own bags & dispose of any trash generated ourselves.

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

Start
Close

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:

Pollock Street corridor from Eden Street to Metcalf Street

S. Front Street corridor from Walt Bellamy to Metcalf Street

Route Map Included

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

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

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

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

☒ Yes

☐ No (Additional Insurance may be required)

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

☒ Yes

☐ No

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

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

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

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

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

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

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

☒ Payment in full of applicable fees and charges.

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

The following items must be submitted with Application:

☒ Completed & Signed Application

☒ Detailed maps of parade route and/or festival layout

☒ Petition of signatures (If road closure is requested)

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

Authorized Signature

Date

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

Administrative Support Supervisor

Date

This application has been approved.

Thara Warren

Director of Parks & Recreation

8-23-2022

Date

Total Anticipated Charges

Barricades: # _____

\$ _____

Trash Collection:

\$ _____

City Staff:

\$ _____

Vendor Fees

\$ _____

Park/Facility Rental:

\$ _____

Total Due: \$

☒ Have HOA's been notified?

☒ Yes

☐ No

Spoke with: Petition of Citizens

☒ Approved by Department

Date: 8-23-22

Staff Initials: KW

☒ Submitted for Board Approval

Date: 9-1-22

Staff Initials: KW

☐ All Paperwork collected

Date: _____

Staff Initials: _____

☐ All fees collected \$ _____

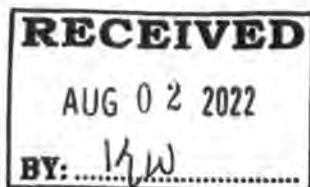
Date: _____

Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019



FOR IMMEDIATE RELEASE
June 29, 2022

Contact: Melissa Riggle
executivedirector@visitnewbern.com
252-876-7134

TRAIL TO TRYON OFFERS MORE THAN A RUN, IT'S A NEW BERN EXPERIENCE
Celebrate Veteran's Day in Historic New Bern All Weekend Long

NEW BERN, N.C. – On November 12, 2022, the Craven County Sports and Events Committee will host the first-ever Trail to Tryon event weekend. This three-day experience will include a half marathon, 10K, and 5K race, each of which offers both in-person and virtual options for participation. After crossing the starting line at the gates of Tryon Palace, runners can enjoy the scenic route through New Bern's charming downtown district, iconic waterfront parks, and beautiful residential neighborhoods. Together with the races, Trail to Tryon will handcraft an experience that offers fun-filled events for all ages, including a waterfront celebration at the finish line. This November is the prime opportunity for race participants and guests to experience the town of New Bern while enjoying a holiday weekend to remember.

"We are pleased to have this event coming together. The Sports and Events committee has provided invaluable insights throughout the planning process. We hope that Trail to Tryon will be a new experience for visitors and community members to enjoy for years to come." - {DAN ROBERTS, CRAVEN COUNTY TOURISM DEVELOPMENT AUTHORITY, BOARD CHAIR}

Last year, the Craven County Tourism Development Authority engaged a group of various members of the community to form the Sports and Events Committee. This working committee was tasked with identifying opportunities for sports-leisure events in Craven County. Not only will this effort create events to connect the local community, but it also plans to increase visitation and overnight stays in the county. After reviewing the calendar to identify the slower season for tourism, the committee decided on Veteran's Day weekend as the ideal time for local merchants, hotels, and restaurants, as well as visitors potentially planning a long weekend getaway. The weekend will be full of events for locals and visitors alike, while also honoring the importance and significance of Veteran's Day. A portion of race proceeds will go to the local American Legion Post 539, which provides life-changing assistance and guidance for veterans, military personnel, and their families year-round.

The local community is invited to participate by running the incredible routes, volunteering at the event, or coming to support the participants and enjoy the celebration. For more information, go to visitnewbern.com for the calendar of events, sign up at Trail to Tryon, or call 252-637-9400.

Trail To Tryon Road Closure Request Pollock St. Corridor


Date	Name/Address	Phone	Email	Notes/Comments
6/28	604 Pollock			Not Home
6/28	605-	252 626-3836	Effk one @Gmail	WZ Wilson
6/28	607 Pollock			Not Home
6/28	601 Pollock			Not Home
7/1/22	602 Pollock St.	252 633 1365	chris@nautiluswalkingmagazine.com	OK
7/1	607 Pollock			Not Home
7/1	601 Pollock			Not Home
	610 Commission			
	Tones			
	Dixon			
	Carraway			
	Waystation			

Tryon Palace

Trail to Tryon

November 12, 2022
S. Front Street-Palace Point Commons
600 Block of Pollock Street

Legend

 S Front St

Google Earth

600 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street to vehicle traffic for Historic Downtown Residents Association (HDRA) annual picnic.

Date of Meeting: 9/13/2022	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:

Explanation of Item:	Historic Downtown Residents Association has made a request to close the 100 block of Johnson Street at the intersection of Edgerton to vehicular traffic on Saturday, October 15, 2022, with a rain date of October 16, 2022, from 3:00 p.m. until 11:00 p.m. for HDRA annual picnic.
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:
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

Rick Prill
Hazel B. Royal
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Kari Warren, CPRP
Interim Director of Parks & Recreation

Jeffrey T. Odham
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 Closure for the Historic Downtown Residents Association (HDRA)
Annual Picnic.

Background Information:

The Historic Downtown Resident Association (HDRA) has made a request to close the 100 block of Johnson Street at the intersection of Edgerton Street to vehicular traffic on Saturday, October 15, 2022, with a rain date of October 16, 2022, from 3:00 p.m. until 11:00 p.m. for HDRA annual picnic.

Recommendation:

The Parks and Recreation Department recommends approval and requests 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, the Historic Downtown Residents Association ("HDRA") has requested the 100 block of Johnson Street be closed to vehicular traffic on Saturday, October 15, 2022, with a rain date of October 16, 2022, from 3:00 p.m. until 11:00 p.m. for their annual picnic; and

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

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

That the 100 block of Johnson Street be closed to vehicular traffic from 3:00 p.m. until 11:00 p.m. on October 15, 2022, with a rain date of October 16, 2022, for HDRA annual picnic.

ADOPTED THIS 13th DAY of SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Kari
Warren
252-639-2901

RECEIVED

AUG 15 2022

BY: IVP

CITY OF NEW BERN

Oct 15
Sat.

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:

HDRA PICNIC

Organization Name:

Histone Downtown Residents Association

Responsible Contact:

Dottie Corning

Address:

213 Johnson street,

City:

New Bern

State:

NC

Zip code:

28560

Phone:

252 288 1732

Alternate Phone:

876-7650

Email:

dottie.corning@gmail.com

street
closing

Type of Event:

☐ Demonstration

☒ Festival

☐ Parade

Date of Event:

October 15, 2022

Proposed Rain Date:

Oct. 16, 2022

Event Set up time:

8:00pm

Event Tear Down Completed Time:

11pm

Event Start Time:

4:00pm

Event End Time:

9pm

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

At the foot of Johnson street there is a 'spit' of land where we will set up. Street closed - Edgerton / Johnson street intersection

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)

membership meeting

100 block
of Johnson

Estimated attendance:

150 people

Attendance not to exceed:

250 people

*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 252-639-2932.

Tents #

Sizes

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

intersection
Edgerton

How will you handle trash generated from the event?

We are requesting # 0 trash cans.

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

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

Are you requesting any City of New Bern Street Closures?

☒ Yes*

☐ No

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

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

Corner of E Front Street & Johnson Street - all the way to River

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

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

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

Will Inflatables or other Play features be part of this event? ☐ Yes ☒ No (Additional insurance may be required)

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

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

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

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

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

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

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

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

☐ Payment in full of applicable fees and charges.

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

The following items must be submitted with Application:
☒ Completed & Signed Application
☒ Detailed map of parade route and/or festival layout
☒ Petition of Signatures (if road closure is requested)
☒ Proof of Group Manager's Liability & Public Safety Plan (if attendance is 1,000 or more)

Dottie Corwin
Authorized Signature

8/15/22
Date

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

Administrative Support Supervisor

Date

This application has been approved.

Tharu Warren
Director of Parks & Recreation

8-23-2022
Date

Total Anticipated Charges

Barricades: # 2

Trash Collection: \$

City Staff: #

Vendor Fees: #

Park/Facility Rental: \$

Total Due: \$ 10.00

- ☒ Have HOA's been notified? ☒ Yes ☐ No
- ☒ Approved by Department
- ☒ Submitted for Board Approval
- ☒ All Paperwork collected
- ☒ All Fees collected \$

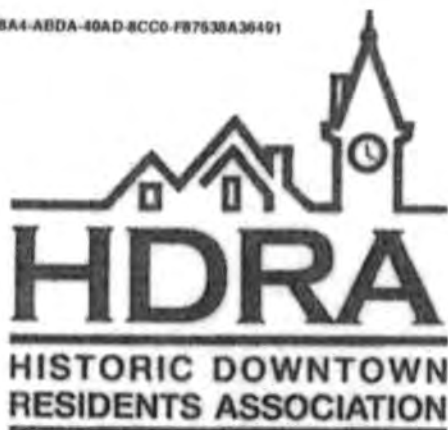
Spoke with: Petition of Sign
Date: 8-23-22
Date: 9-1-22
Date: 8-23-22
Date:

Staff Initials: KW
Staff Initials: KW
Staff Initials: KW
Staff Initials:

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019



Margaret Hix: 600 Edgerton Drive

Authentisign
Margaret hix
8/15/2022 8:41:24 PM GMT

08/15/2022

John Pernell: 528 E. Front Street

A handwritten signature in black ink, appearing to be "John Pernell", written over a circular scribble.

08/16/22

Please allow HDRA (Historic District Resident's Association) to block off part of Johnson Street for their HDRA Picnic. The picnic date is October 15, 2022 with a next day rain date on the 16th.

By electronically signing, you give HDRA approval to block off Johnson Street which is adjacent to your property.

Thank you.

Dottie Corning
252-876-7650

Map

Edgerton St

Johnson St

E Front St

E Front St

E Front St

606

600

528

524

618

612

608

604

104

617

615

611

609

605

208

206

201



Barrett



MAYOR'S OFFICE P R O C L A M A T I O N

WHEREAS, Mike Hughes had a dream of playing in the NFL, and his journey to accomplish that all started at New Bern High School; and

WHEREAS, during the 2012 season as a sophomore, Mike played positions of wide receiver and corner where he earned All-Area honors; he helped lead the team to a perfect 15-0 record and a state championship; in his junior season, he started as quarterback and was named Team Captain; he led the team in passing and rushing yards in 2012, which earned him his second All-Area and All-Conference honors; during his senior season in 2014, he was again named the Team Captain and was the starting quarterback; he led the team and conference in both passing and rushing yards; his accolades included Conference Player of the Year, All-Conference Team, All-Area Team, and Team MVP; Mike was instrumental in leading the team to another perfect season (16-0) and the second state championship in three seasons; he was awarded MVP of the state championship game; and

WHEREAS, during his junior year at the University of Central Florida, Mike earned Second Team All-America honors from the FWAA and Phil Steele; he was a three-time AAC Player of the Week and was also named to the Paul Hornug Award Honor Roll; and

WHEREAS, his dream of playing in the NFL became a reality when Mike declared for the NFL draft in January of 2018 and was drafted in the first round by the Minnesota Vikings; he was traded in 2021 to the Kansas City Chiefs; he starts the 2022 season as the starting nickel corner for the Detroit Lions.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby pay tribute to

MIKE HUGHES

and congratulate him as a Class of 2022 inductee into the Athletic Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 13th day of September in the Year of Our Lord Two Thousand and Twenty-Two.

Jeffrey T. Odham, Mayor





MAYOR'S OFFICE P R O C L A M A T I O N

WHEREAS, after being introduced to football at the age of 6, it became Kevin Reddick's passion; he began his career as a student athlete at New Bern High School, playing as an All-State linebacker his junior and senior years; as a senior, he also earned the honor of Defensive Player of the Year while helping to lead his team to the state championship; during that game, Kevin played both linebacker and fullback and was recognized as Offensive Player of the Game; and

WHEREAS, after graduating from New Bern High in 2008, he moved on to Hargrave Military Academy and, after one semester, transferred to the University of North Carolina at Chapel Hill as a student athlete; he was a 4-year starter at UNC from 2009-2013 and earned First Team All ACC his senior year; he served as a team captain and was recognized as a team leader his junior and senior years; after graduating in 2013 with a Bachelor of Arts in Exercise Sports Science, he continued to pursue his dreams of playing football professionally by training for the NFL Combine; and

WHEREAS, although he performed well at the Combine, Kevin was undrafted in 2013; however, he was picked up by the New Orleans Saints and given the opportunity to compete for a spot on the 53-man roster; he earned that spot as a middle linebacker (#52); he went on to play in the NFL for 4 years with the Saints, the Panthers, and the Bills, and retired in 2017.

WHEREAS, during his time in the NFL, Kevin made it a point to give back to his beloved hometown of New Bern by hosting free youth football camps, food drives, and supporting other local volunteer efforts; following retirement, he founded a mobile fitness company based in Raleigh, where he resides with his family.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby pay tribute to

KEVIN REDDICK

and congratulate him as a Class of 2022 inductee into the Athletic Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 13th day of September in the Year of Our Lord Two Thousand and Twenty-Two.

Jeffrey T. Odham, Mayor





MAYOR'S OFFICE P R O C L A M A T I O N

WHEREAS, Josh Taylor excelled as a quarterback for the New Bern High School football team under the direction of Coach Bobby Curlings from 2009-2012; and

WHEREAS, finishing with a 42-5 record as a starter, he led the Bears to a 15-0 undefeated season and won the 4A State Championship in 2012; and

WHEREAS, Josh holds the New Bern High School records for touchdowns responsible for (130), wins (42), total yards (11,296), passing yards (7,987), and single-season touchdown passes (31); and

WHEREAS, he was named Most Valuable Player ("MVP") of the 4A State Championship, two-time Conference Player of the Year, Sun Journal Co-player of the Year, NC Preps First Team All-State, and was also a two-time All-Conference baseball player; and

WHEREAS, Josh continued his football career at NC State University where he earned a scholarship and lettered for the Wolfpack under Coach Dave Doeren.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby pay tribute to

JOSH TAYLOR

and congratulate him as a Class of 2022 inductee into the Athletic Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 13th day of September in the Year of Our Lord Two Thousand and Twenty-Two.

Jeffrey T. Odham, Mayor





MAYOR'S OFFICE P R O C L A M A T I O N

WHEREAS, Brett Williams has been a bear his whole life; growing up in New Bern, North Carolina is a blessing he will never take for granted; and

WHEREAS, whether in Caruso-Coates or Boykin field, as a kid he became accustomed to winning; and

WHEREAS, the example the players, coaches, teachers, and administrators set year in and year out inspired Brett and other future student athletes to be great; and

WHEREAS, getting the chance to live out his childhood dream of taking the Bears to a state championship as their quarterback is something Brett would not trade for the world; and

WHEREAS, Brett attributes this community for making him the man he is today; he always has been and always will be proud of his home town, and he will always support the Bears.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby pay tribute to

BRETT WILLIAMS

and congratulate him as a Class of 2022 inductee into the Athletic Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 13th day of September in the Year of Our Lord Two Thousand and Twenty-Two.

Jeffrey T. Odham, Mayor





MAYOR'S OFFICE P R O C L A M A T I O N

WHEREAS, Cecil Harrison was the starting point guard on New Bern High School's 1963-1965 men's basketball team; and

WHEREAS, during that time, the Bears posted a 40-8 record and advanced to the state championship game; and

WHEREAS, Cecil was known for his clever ball handling, defensive tenacity, keen playmaking ability, and his leadership skills; and

WHEREAS, after graduating from New Bern High, Cecil obtained a Bachelor of Science degree from the University of North Carolina; and

WHEREAS, he furthered his education by attending UNC Chapel Hill's School of Law where he earned his Juris Doctor degree; Cecil has practiced law in Raleigh, North Carolina for 49 years.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby pay tribute to

CECIL HARRISON

and congratulate him as a Class of 2022 inductee into the Athletic Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 13th day of September in the Year of Our Lord Two Thousand and Twenty-Two.

Jeffrey T. Odham, Mayor





MAYOR'S OFFICE P R O C L A M A T I O N

WHEREAS, Bobby Curlings was hired as New Bern High School's Head Football Coach in 2005, which is the title he would hold for the next 12 years; and

WHEREAS, in those 12 years, his teams accumulated a record of 115-39-1 (2nd on the all-time win list at New Bern High School); and

WHEREAS, they won 7 conference championships, played in 5 eastern finals, won 3 eastern finals, played in and won 3 state championships (2007, 2012, and 2014), were honored by MaxPreps' tour of champions two times as nationally-ranked teams (2012 and 2014), had 2 undefeated seasons (2012 and 2014), set the school record for wins at 16 (2014), won 75% of games played, and averaged 9.5 wins per year; and

WHEREAS, under Coach Curlings' leadership, 10 players were selected for the Shrine Bowl, 8 players were selected for the East West All Star Game, over 50 players signed to play college football at various levels, and 3 have had an opportunity at an NFL contract; and

WHEREAS, Coach Curlings was also voted as the conference coach of the year in 2010, 2011, 2012, and 2014, and he was selected to coach in the East-West Allstar game in 2010 and the Shrine Bowl in 2015.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby pay tribute to

BOBBY CURLINGS

and congratulate him as a Class of 2022 inductee into the Athletic Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 13th day of September in the Year of Our Lord Two Thousand and Twenty-Two.



Jeffrey T. Odham, Mayor

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on the Rezoning of 3603 Neuse Boulevard; and a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and b) Consider Adopting an Ordinance to Rezone 3603 Neuse Boulevard from C-4 Neighborhood Business District to C-3 Commercial District.

Date of Meeting: 9/13/2022	Ward # if applicable: Ward 4
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: 9/13/2022

Explanation of Item:	Property owner Boa Nguyen has requested consideration to rezone one parcel, totaling 0.92 +/- acres, from C-4 to C-3.
Actions Needed by Board:	Conduct Public Hearing, Adopt an Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, 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 Jeffrey Odham, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: August 30, 2022

SUBJECT: Conduct a Public Hearing on the Rezoning of 3603 Neuse Boulevard; and
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance to Rezone 3603 Neuse Boulevard from C-4 Neighborhood Business District to C-3 Commercial District.

Property owner Boa Nguyen has requested consideration to rezone one parcel, totaling 0.92 +/- acres, from C-4 Neighborhood Business District to C-3 Commercial District. The parcel is located at 3603 Neuse Boulevard and is further identified as Craven County Parcel ID # 8-243-070. (Ward 4) The purpose of the proposed rezoning request is for the construction of storage units on the subject lot and the adjacent lot to the South also owned by the applicant.

The Planning and Zoning Board unanimously approved this application at their August 4, 2022, meeting and recommend approval of the request.

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

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BOA NGUYEN AND ANTONIO ROMERO CONSISTING OF APPROXIMATELY 0.92 +/- ACRES LOCATED AT 3603 NEUSE BOULEVARD, FROM THE ZONING CLASSIFICATION OF C-4 NEIGHBORHOOD BUSINESS DISTRICT TO C-3 COMMERCIAL DISTRICT.

THAT WHEREAS, Boa Nguyen and Antonio Romero own approximately 0.92 acres, more or less, located at 3603 Neuse Boulevard, and is further identified as Craven County Parcel identification numbers 8-243-070, in the City of New Bern, and an application has been made to change the zoning classification of the subject property from C-4 Neighborhood Business District to C-3 Commercial District consistent with the attached plat entitled "REZONING CASE: 3603 Neuse Blvd.- Approx. 0.92-- Acres: PID: 8-243-070" prepared by the Development Services Department of the City of New Bern; and

WHEREAS, the Planning and Zoning Board unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on September 13, 2022, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested C-3 Commercial District classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by Boa Nguyen and Antonio Romero consisting of 0.92 acres, more or less, located at 3603 Neuse Boulevard, and is further identified as Craven County Parcel identification numbers 8-243-070, in the City of New Bern, C-4 Neighborhood Business District to C-3 Commercial District, all more specifically shown on the plat entitled REZONING CASE: 3603 Neuse Blvd.- Approx. 0.92-- Acres: PID: 8-243-070" prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

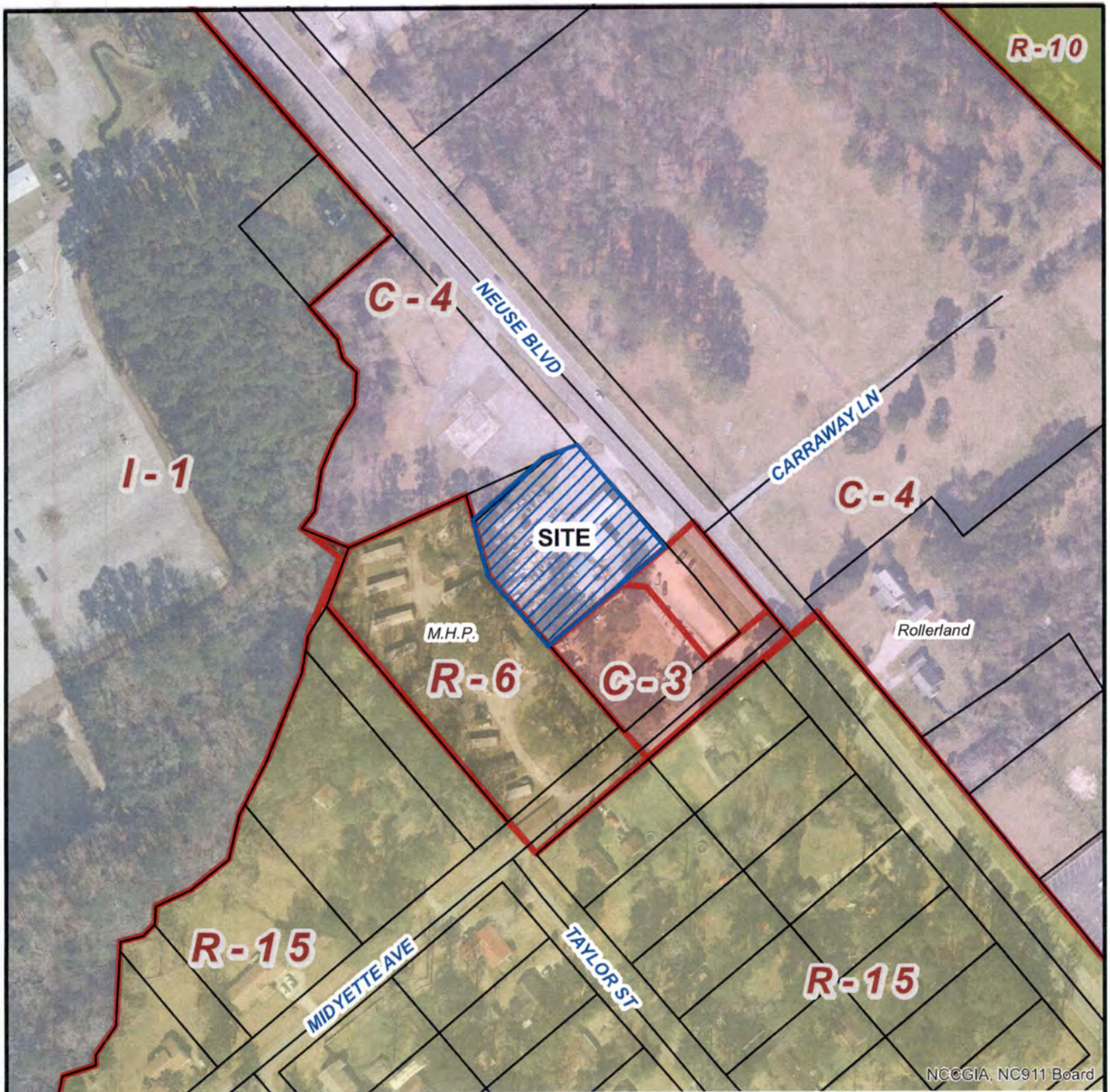
Section 2. That the Board deems it in the public interest to rezone the subject property consistent with the attached plat as the requested Zone C-3 Commercial District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 3603 Neuse Blvd - Approx. 0.92-- Acres: PID: 8-243-070

LOCATION: South side of Neuse Blvd, west of Midyette Ave.



Existing Zone: C-4
Proposed Zone: C-3



Zoning Boundaries

Imagery Early 2020

N CITY of NEW BERN
Development
Services

Scale: 1 = 200 ft

0 100 200 400
Feet

Craven County Parcel ID # 8-243-070

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID # 8-243-070 to C-3 Commercial District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The C-3 Commercial District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed C-3 Commercial District is deemed to be compatible with adjacent zoning classifications.
3. The proposed C-3 Commercial District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on September 13, 2022.

Brenda E. Blanco, City Clerk

Craven County Parcel ID # 8-243-070

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID # 8-243-070 to C-3 Commercial District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed C-3 Commercial District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed C-3 Commercial District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on September 13, 2022.

Brenda E. Blanco, City Clerk



Board of Aldermen

September 13, 2022

1

Consideration of a rezoning request for 3603 Neuse Blvd.

2

Rezoning Request Analysis

- Applicant: Boa Nguyen
- Location: 3603 Neuse Blvd. (Craven County PID#8-243-070)
- Existing Zoning: C-4 Neighborhood Business District
- Proposed Zoning: C-3 Commercial District
- Size: 0.92 +/- acres
- History/Background: Long-term commercial uses. The existing structure was built in 1971 and classified as an office.
- Present Land Use: retail tire store and service center.

NEW BERN
NORTH CAROLINA

3



4



Existing Zoning

The C-4 neighborhood business district is established as a district in which the principal use of land is to provide for the retailing of goods and services to the nearby residential neighborhoods.

NEW BERN
NORTH CAROLINA

5



Proposed Zoning

C-3 Commercial District is established as a district for offices, personal services, and the retailing of durable and convenience goods. This district will generally be located on the city's major radial roads.

NEW BERN
NORTH CAROLINA

6

General Survey of Allowed Uses in C-3

- Single Family Residential
- Multi-family Residential
- High Traffic Retail
- Carwash
- Restaurants
- Offices
- Enclosed storage
- Gasoline sales
- Automobile sales/service
- Indoor athletic/exercise facilities

NEW BERN
NORTH CAROLINA

7

Surrounding Zoning

- North: Commercial (C-4 Neighborhood Business District)
- South: Vacant (C-3) owned by applicant.
- East: Bounded by Neuse Blvd, Vacant land (C-4) beyond the ROW
- West: Mobile home park (R-6)

NEW BERN
NORTH CAROLINA

8

Utilities

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

2022 Land Use Plan

- The subject property is shown as “developed” with a mix of residential and commercial uses. There are no known environmental hazards on this property.
- Neuse Blvd is classified as “Principal Arterial”.
- According to the North Carolina Floodplain Mapping Program the property is not located within the 100-year or 500-year floodplain.

Recommendation

The proposal to rezone the subject property to C-3 Commercial District is consistent with the character of the adjacent land use to the south that is owned by applicant and recently rezoned to C-3, as well as commercial zoning classifications to the north and east across Neuse Blvd. The adjacent mobile home park to the west will be visually screened in any commercial development scenario by ordinance. Staff has found the proposed rezoning to be in the public interest and consistent with City Land Use and Transportation Plans, due to the parcel being in commercial use currently and only moderately suited for residential development. Staff has no objection to approval of the requested rezoning.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on Rezoning Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000; and a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and b) Consider Adopting an Ordinance to Rezone Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000 from A5-F Agricultural Forestry District, R-10 Residential District, and R-10A Residential District to R-6 Residential District.

Date of Meeting: 9/13/2022	Ward # if applicable: Ward 6
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: 9/13/2022

Explanation of Item:	McCullough Farms, LLC has requested consideration to rezone seven parcels, totaling 41.3 +/- acres, from A5-F, R-10, and R-10A to R-6.
Actions Needed by Board:	Conduct Public Hearing, Adopt an Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, 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 Jeffrey Odham, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: August 30, 2022

SUBJECT: Conduct a Public Hearing on Rezoning Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000; and a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and b) Consider Adopting an Ordinance to Rezone Tax Parcel IDs 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000 from A5-F Agricultural Forestry District, R-10 Residential District, and R-10A Residential District to R-6 Residential District.

Property owner McCollough Farms, LLC has requested consideration to rezone seven parcels, totaling 413.39 +/- acres, from A5-F Agricultural Forestry District, R-10 Residential District, and R-10A Residential District to one zoning of R-6 Residential. The parcels are located off Trent Creek Road adjacent to the existing Craeberne Forest Development and are further identified as Craven County Parcel ID #'s 8-210-11002, 11003, 11004, 11006, 11009, 11010, and 23000. The purpose of the proposed rezoning request is for flexibility in construction of future phases in the Craeberne Forest neighborhood. (Ward 6)

The Planning and Zoning Board unanimously approved this application at their August 4, 2022, meeting and recommend approval of the request.

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

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY MCCULLOUGH FARMS, LLC CONSISTING OF APPROXIMATELY 413.3 +/- ACRES LOCATED EAST OF THE US HIGHWAY 17 BYPASS AND WEST OF THE FUTURE NC HIGHWAY 43 CONNECTOR SOUTH AND TRENT CREEK BOULEVARD FROM THE ZONING CLASSIFICATIONS OF A-5F AGRICULTURE FORESTRY DISTRICT, A-5 AGRICULTURE DISTRICT AND R-10 RESIDENTIAL DISTRICT TO R-6 RESIDENTIAL DISTRICT

THAT WHEREAS, McCullough Farms, LLC owns approximately 413.3 acres, more or less, located east of the US Highway 17 Bypass and west of the future NC Highway 43 Connector South and Trent Creek Boulevard, and is further identified as Craven County Parcel identification numbers 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000, in the City of New Bern, and an application has been made to change the zoning classification of the subject property from A-5F Agriculture Forestry District, A-5 Agriculture District and R-10 Residential District to R-6 Residential District consistent with the attached plat entitled "REZONING CASE: Craeberne Forest Area- Approx. 413.3 Acres +/-: PIDs: 8-210-11002, 11003, 11004, 11006, 11009, 11010, 23000" prepared by the Development Services Department of the City of New Bern; and

WHEREAS, the Planning and Zoning Board unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on September 13, 2022, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested R-6 Residential District classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by Boa Nguyen and Antonio Romero consisting of 413.3 acres, more or less, located at located east of the US Highway 17 Bypass and west of the future NC Highway 43 Connector South and Trent Creek Boulevard, and is further identified as Craven County Parcel identification numbers 8-210-11002, 8-210-

11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000, in the City of New Bern, A-5F Agriculture Forestry District, A-5 Agriculture District and R-10 Residential District to R-6 Residential District, all more specifically shown on the plat entitled “REZONING CASE: Craeberne Forest Area- Approx. 413.3 Acres +/-; PIDs: 8-210-11002, 11003, 11004, 11006, 11009, 11010, 23000” prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

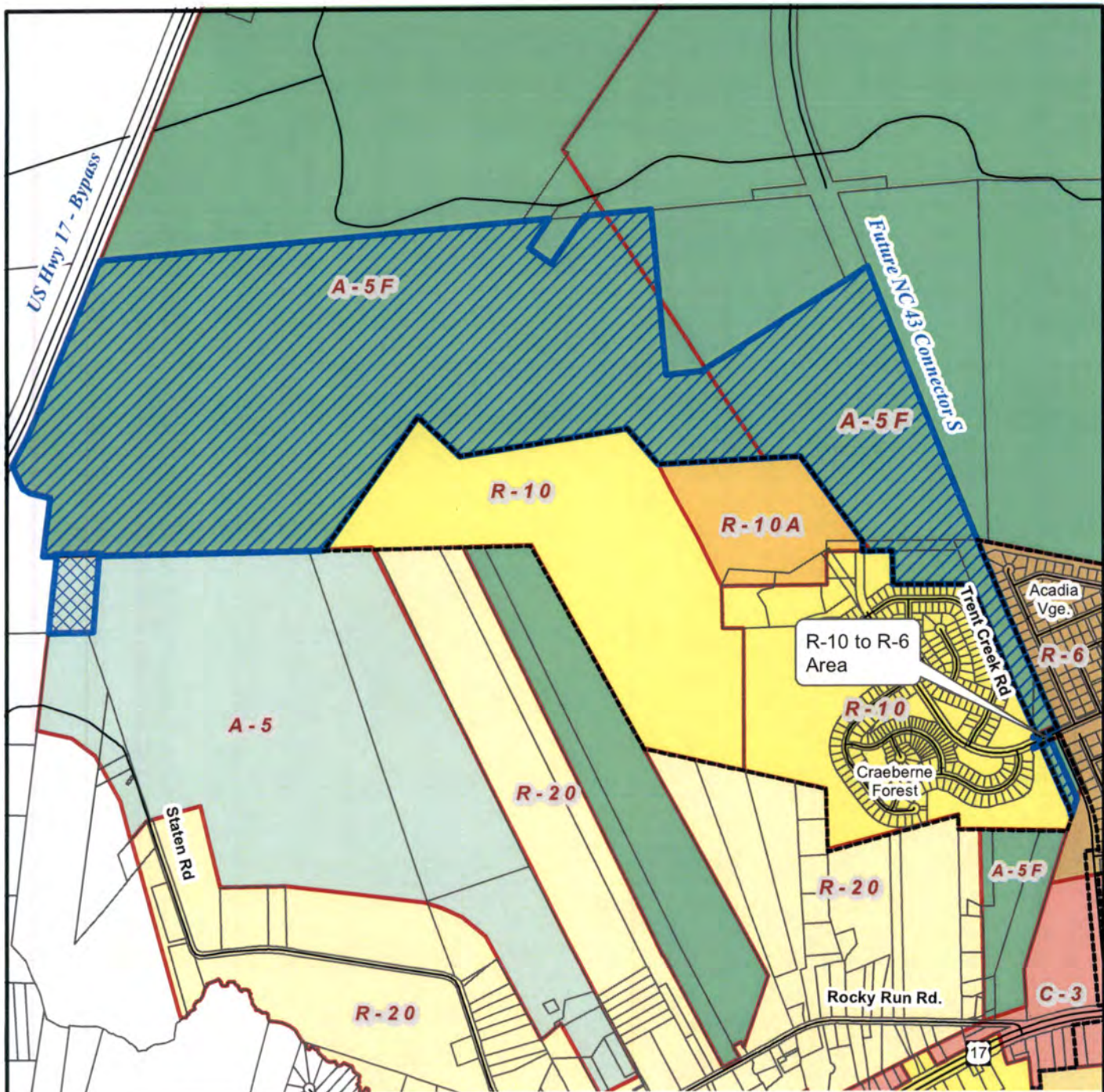
Section 2. That the Board deems it in the public interest to rezone the subject property consistent with the attached plat as the requested Zone R-6 Residential District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: Craeberne Forest Area - Approx. 413.3 Acres+-:

PIDs: 8-210- 11002,11003,11004,11006,11009,11010,23000

LOCATION: Between US Hwy 17 Bypass & Future NC 43 Connector S./Trent Creek Rd.



Existing Zone: A-5F
Proposed Zone: R-6



Existing Zone: R-10
Proposed Zone: R-6



Existing Zone: A-5
Proposed Zone: R-6

N CITY of NEW BERN
Development
Services

Scale: 1: 16,000

0 750 1,500 3,000
Feet



Zoning Boundaries



**Craven County Parcel ID #'s 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006,
8-210-11009, 8-210-11010, and 8-210-23000**

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #'s 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000 to R-6 Residential District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The R-6 Residential District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed R-6 Residential District is deemed to be compatible with adjacent zoning classifications.
3. The proposed R-6 Residential District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on September 13, 2022.

Brenda E. Blanco, City Clerk

**Craven County Parcel ID #'s 8-210-11002, 8-210-11003, 8-210-11004,
8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000**

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #'s 8-210-11002, 8-210-11003, 8-210-11004, 8-210-11006, 8-210-11009, 8-210-11010, and 8-210-23000 to R-6 Residential District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed R-6 Residential District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed R-6 Residential District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on September 13, 2022.

Brenda E. Blanco, City Clerk



Board of Aldermen

September 13, 2022

1

Consideration of a
rezoning request for seven
parcels in Craeberne
Forest.

2

Rezoning Request Analysis

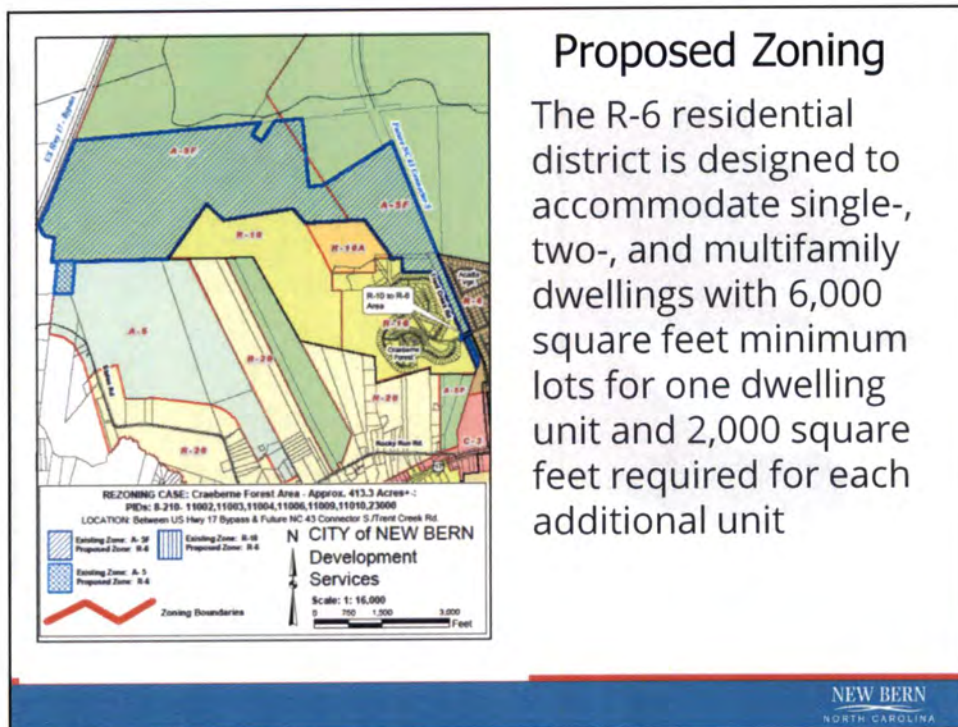
- Applicant: McCullough Farms, LLC
- Location: Craven County PID #'s 8-210-11002, 11003, 11004, 11006, 11009, 11010, & 23000
- Existing Zoning: A-5F, A-5, & R-10
- Proposed Zoning: R-6 Residential
- Size: 413.3 +/- acres
- History/Background: This site has seen a mixture of agricultural and forested land.
- Present Land Use: Forestry

NEW BERN
NORTH CAROLINA

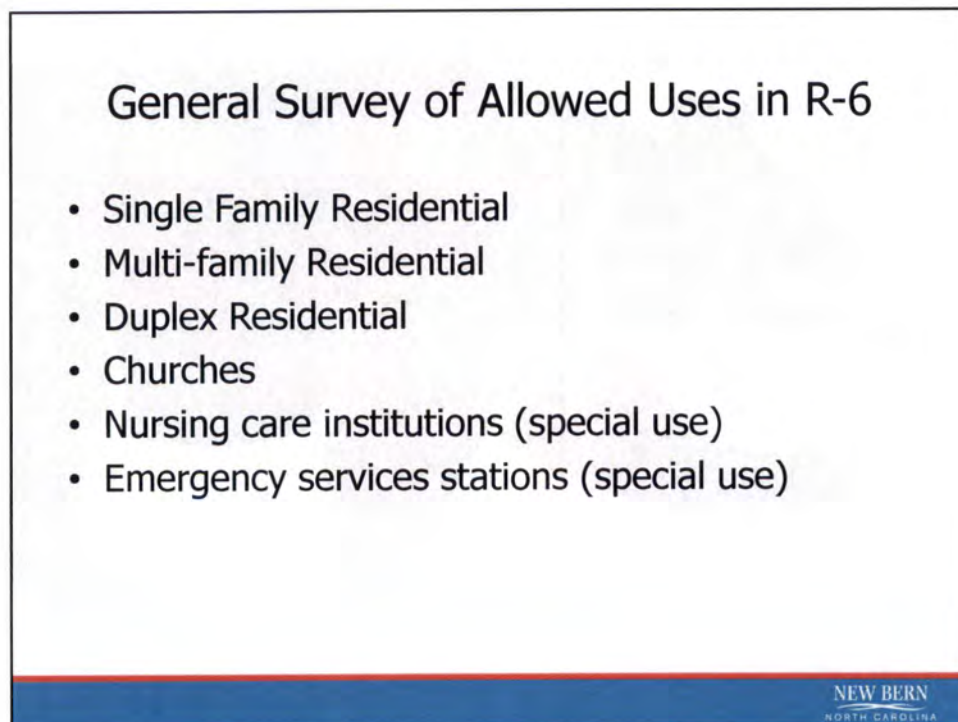
3



4



7



8

Surrounding Zoning

- North: Agriculture/Forested (A-5F)
- South: Forested, vacant (R-20, A-5F, C-3)
- East: Forested (A-5F), residential (R-6)
- West: Forested (A-5, R-20, A-5F)

Utilities

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

2022 Land Use Plan

- The subject parcels are located within the MLK Blvd Focus area for future growth, as well as Opportunity Zone B with the future extension of NC 43.
- Dr. Martin Luther King Jr. Blvd is classified as "Principal Arterial". Trent Creek Rd and Savoy Dr are classified as "local Streets" according to NCDOT's Functional Classification. The site will have frontage along the future NC 43 extension.
- According to the Regional Land Use Plan, the subject property has areas of "medium" suitability for development. There are no known environmental hazards on this property.
- According to the North Carolina Floodplain Mapping Program, none of the subject parcels are located within the 100-year or 500-year floodplain.

Recommendation

The proposal to rezone the subject property to R-6 Residential District is consistent with the character of the surrounding land uses previously developed by the applicant. Staff has found the proposed rezoning to be in the public interest and consistent with City Land Use Plan being located within the MLK Blvd Focus area for future growth, as well as Opportunity Zone B . Staff has no objection to approval of the requested rezoning.

From: Patrick Owen McCullough
McCullough Farms, LLC Sole Member Manager (land held for development)
P&J of New Bern, LLC Sole Member Manager (developer)
252-670-2430
Pat2526702430@gmail.com

To: The City of New Bern Aldermen

Re: Sept 13th 2022 McCullough Farms Rezoning Request

Dear Board of Aldermen,
I'm writing to you to ask for your yes vote for my upcoming rezoning amendment. I think it's important that you know something about me, my past and the future vision for all my McCullough Farms property.

I've been a builder and a developer in New Bern since 1996. I retired from the building business 10 years ago. My late partner and I developed and built over 600 homes/lots and apartments within a mile of each other in the 6th Ward. All of our developments listed below targeted entry level buyers and renters. It gives me great satisfaction that from the entry level prices that I sold them for have appreciated significantly.

1996-2002 Adjacent to New Bern High School

Academy Green	67 Duplex homes -prices started at \$59,900, now in 2022 are \$150k+/-
Academy Common Apartments	80 Quad Apartments -rents started at \$465, now in 2022 are \$795+/-
Academy Square	10 Single Family homes -prices started at \$79,900, now in 2022 are \$157k+/-

2002-2004 Adjacent to Craeberne Forest

Arcadia Village	103 Single Family homes -prices started at \$114,900, now in 2022 are \$220k+/-
-----------------	---

2005-2006 Behind Paula's Pizza

Arbor Green Townhomes	76 Townhomes -prices started at \$119,900 now in 2022-\$160k+/-
-----------------------	---

2007-

Craeberne Forest	24 Townhomes-prices started at 109,900 now in 2022-???k+/- <u>272</u> Single Family-prices started at 139,900 now in 2022-\$200k 632 Total market rate affordable residential dwellings
------------------	--

Most were sold to the targeted entry level market. The price points and products also brought retirees, move up, move down and other buyer types. My success over the years of building has been to offer

great value at affordable prices. ****note 2022 sales prices were found by spot check of tax records****

In 2012 I decided to retire from the homebuilding business after my partner James Stallings passed. He was the J of P&J of New Bern, LLC (Pat and Jim). I decided to continue with the development business. It's now becoming time for me to retire from it all and let someone else keep my Craeberne Forest residential vision moving forward on the rest of my land.

The balance of my property is a large tract, that with the proposed 43-connector having 3000' of Hwy frontage on it. It will be a very attractive property for a large commercial planned unit development. This **DOES NOT FIT** with the vision I have for my property and commercial development is not a compatible use in my opinion.

What is compatible is affordable entry level, move up and retiree housing in various forms. I've made a commitment to my Craeberne Forest Property Owners long ago that the future development on my land would be residential. R6 gives the property much flexibility in providing residential price points that would give opportunity for affordability.

Residential zoning is also a bit more complex to change the zoning to C3 and other commercial or industrial uses than A5F is. It would also give my owners in Craeberne Forest a chance to have a voice in attempts to rezone all or portions of my property.

Bottom line, the current zoning A5F is a wide-open category for rezoning into many different classifications. I want to use R6 to try to keep in my vision of *More of the Same* intact. I hope this gives you a comfort level and give me a yes vote to rezone all my property to R6. I sincerely wish to have unanimous support from the BOA. I was given this by the Planning and Zoning Board.

I will be in New Bern Sept 9th for a couple of weeks, and I extend an invitation to you all for a personal tour of my property. If you would like to go, please send me an email to set a date and time. I simply love to tell the story.

Please review the attachments to learn more about me, past present and future.

My Personal Professional and Civic Bio.

My Letter to the Craeberne Forest Property Owners July 2022

A Sept 2021 New Bern Sun Journal Article by Julia Masters about me and my vision for my land called "*More of the Same*"

My McCullough Farms, LLC. Sole Ownership certification.

My P&J of New Bern, LLC. Sole Ownership certification.

Thank you for your consideration,

Patrick (Pat) McCullough

Patrick Owen McCullough, 61
Craven County North Carolina USA Resident 55 Years
Bohol Philippines 13A Spousal Visa Permanent Resident 6 years

Neuse Builders of New Bern, Inc. VP General Manager and Co-Owner 1984-2012
(inactive)
Construction, Development, Sales, Property Management
Annual revenues 7-10 mil. 1,286 Homes/Units Closed

Wholly owned Limited Liability Companies (active)

P&J of New Bern LLC Sole Member Manager, Developer Craeberne Forest
Subdivision

McCullough Farms LLC, Sole Member Manager, Landowner (land held for
Craeberne Forest Development) 565 Acres, (286 hectares)

Awards

Listed in Builder magazine top 200 USA Builders 2009 #190

*5 time Builder Integrity Award from Liberty Mutual underwriter to home warranty
program*

*2006 and 2009 Builder of the Year Homebuilders Association of Craven and
Pamlico Counties*

Numerous 1st 2nd and 3rd place Parade of Homes wins

Civic and Professional Affiliations

CarolinaEast Health System Board Member and Officer 2013 to 2022
CEHS Chairman Planning and Building Committee 2014-2021.

City of New Bern Planning and Zoning Board 2011- 2015
Vice Chairman 2014-2015

President New Bern-Craven County Homebuilders Association 1997

Board Member Homebuilders Association of Craven and Pamlico Counties 1994-
2011

Trustee for the National Association of Homebuilders 20 club program 2005-2010

Chairman of the Government Affairs Committee
Homebuilders Association of Craven and Pamlico Counties 1998-2007

Past President Havelock-Cherry Point Rotary Club 1998-1999
Rotary International Paul Harris Fellow

New Bern Chamber of Commerce, Graduate Leadership Craven Program. Class
of 2000-01

Vice-Chair Havelock Chamber of Commerce, Military Affairs Committee 1999-
2002

Chairman of Trustees Faith United Methodist Church 1999-2001

July 25, 2022

To: All Craeberne Forest Property Owners.

Please take the time to read the Sun Journal "More of the same" article.

This letter supplements the Sun Journal article with additional information about the Craeberne Forest Property Owners Association's (CFPOA) past, present, and future.

First and foremost, my thanks and appreciation to you for choosing to live in my development of Craeberne Forest. The history of CF goes back to 2006 when my late partner and I came up with the vision for the development and bought the land. The primary goal was to create a sustainable and affordable neighborhood that would appeal to most types of buyers: first-time homeowners, buyers trading up, empty nesters, and retirees. With the first two phases I feel strongly that I've accomplished this goal.

Since our first buyers moved into CF in 2008 the neighborhood has grown at a moderate pace to almost 300 homes. Craeberne has matured well in the last 14 years. This success is largely due to the CFPOA being financially sound and well-managed. I give all the credit for this to the CFPOA Board members (past and present), and to Management Services, our property management company.

Imagine the appearance of CF after 14 years if the CFPOA did not exist or failed due to poor management and finances. The Savoy Drive roadsides would be infrequently mowed, if mowed at all. The common areas would certainly be overgrown with vegetation, the ponds would be steeped with algae clogging the drainage. You would see some houses in disrepair, others with exterior colors in bad taste, all mixed in with well-maintained, aesthetically appealing homes. Home values would struggle at times to grow.

My many years of subdivision development and creating other POAs has taught me how to *not* set up an association. In 2006-2008 I was very determined to set CF up for success, as a well-managed and financially strong POA, with low dues. The CFPOA was activated in 2008 and I maintained the grounds as sections were

finished. I opened an account and amply funded it to meet grounds expenses (common areas) for one year. I paid to maintain all common areas for two years until there were enough owners to pay dues to cover common area maintenance. The annual dues then were set at \$150.

I am the Declarant of Craeberne Forest and the owner of the remaining 565 acres of undeveloped land. As the Declarant I have the right to protect my vision for "More of the Same" on the remaining phases. This right remains in place until the vast majority of lots in the future phases are sold.

I now reside primarily in the Bohol Province of the Philippines and come back to New Bern often. My challenge now is to keep Craeberne's vision moving forward as I apply for and acquire residential zoning on the remaining 565 acres.

I hope you all now understand a bit more about Craeberne Forest, the POA, and me. I hope you will support my vision and rezoning request.

Thank you,
Pat McCullough
Declarant

“More of the Same”

New Bern Sun Journal newspaper article written by Julia Masters Sept 2021.

A native developer's “promise land” is found in a 565-acre tract of land 10 minutes from downtown New Bern.

The land will be an extension of the Craeberne Forest community and is currently zoned as farmland, but has roadway, power, fiber, natural gas, water and sewer infrastructure in place.

Developer Patrick McCullough said his decade-long vision for the pine-tree filled acres is more of the same. As he plans future phases he will work closely with the city as well as follow market demand to make sure his development fills the needs of the community.

“It will bring more of the same, we have a great product and high demand. Even in the worst of times you saw very few for sale signs, so the resales have always been very strong,” McCullough said. “We did a really good job on the front end.”



Phase three of Craeberne Forest is the next step and will cover 130 acres, with 15 of them being designated wetlands. McCullough said as a country boy himself, he finds beauty in the natural swamps and scenery throughout his property and takes an environmentally sensitive approach to building.

This phase will add 321 single-family homes to New Bern's dwindling inventory, most of them being three-bedroom.

With the lift station already installed, preparation of lots will be underway within the year and ready for development by the fall of 2023.

Though Craeberne Forest is exclusively made up of townhomes and single-family homes, McCullough has not ruled out multi-family housing for future phases, especially with the pending N.C. 43 Connector.

"Multi-family, from a forecasting standpoint, would be very needed, there is a high demand for it because not everyone can afford or is ready to buy a home," McCullough said. "Ideally, you can offer a little bit of all products."

The \$25.4 million connector is slated to begin in 2025 and will connect U.S. 17 Business to the existing N.C. 43. It will run through a portion of the future phases of Craeberne Forest and add a signalized intersection outside of the beginning of the community.

The four-lane divided highway will make McCullough's land more accessible and a desirable place for residential development.

"Future development is not dependent on that, but certainly has to dovetail around that," McCullough said.

First and second phase of Craeberne Forest

Craeberne Forest welcomed its first owners in 2008, when the project offered lots at \$139,000 and 1,600 square foot floor plans. They were hit dramatically by the crash, but fared better than other developments because of their affordability.

"It was hard to make a profit, but we got the development going," McCullough said. "We were able to sell 20 to 25 lots even in the worst of times, but it wasn't like we were making any money. Then, things picked back up."

The first two phases of Craeberne Forest will have 290 homes when finished.



Local builder J.C. Jackson is working on building 14 homes ranging from 1,600 to 3,315 square feet with three to five bedrooms. Many are pre-sold and all have a two-car garage.

To close out the first two phases, homes will be built on the last 27 lots in mid-2022.

Craeberne Forest targets a wide spectrum of buyers, including first-time homebuyers, empty nesters wanting to downsize, retirees and young families.

“You want a community that’s got a little bit of everybody, where the old folks like to sit on their porches in their rocking chairs, but then its cool to see a baby stroller going down the road, or kids playing basketball next door,” McCullough said. “I think that is a sense of community.”



The average median list price for homes in Craeberne Forest in August 2021 was \$204,000 and in July, the median days a home spent on the market was 48.

McCullough plays an active role in making sure that development stays aligned with his original vision and understands that the future of Craeberne Forest depends on the maintenance of its past phases.

“It’s about your legacy when you’re a builder or developer,” McCullough said. “The product you are producing now is going to be affecting peoples' lives for the next 50 years.”



GRADY | QUATTLEBAUM, PLLC
ATTORNEYS

AREY W. GRADY, III
AWGRADY@ENCLAWYERS.COM

June 17, 2021

Patrick O. McCullough
c/o Jeffrey Odham
5003 Morton Road
New Bern, NC 28562

RE: McCullough Farms, LLC

Dear Pat:

This letter is to confirm that you are the sole owner of 100% of the membership interests in the above-referenced entity. As you know, I have been counsel of record for this LLC for many years, and in turn I have maintained the records of the LLC showing the ownership of all membership interests.

Thank you for your attention to this matter.

Respectfully,

Arey W. Grady, III

AWGIII/tlz

244-A CRAVEN ST.
NEW BERN, NC
28560

(252) 565-7194 (OFFICE)
(252) 558-4983 (FAX)
ENCLAWYERS.COM



GRADY | QUATTLEBAUM, PLLC
ATTORNEYS

AREY W. GRADY, III
AWGRADY@ENCLAWYERS.COM

June 17, 2021

Patrick O. McCullough
c/o Jeffrey Odham
5003 Morton Road
New Bern, NC 28562

RE: P & J of New Bern, LLC

Dear Pat:

This letter is to confirm that you are the sole owner of 100% of the membership interests in the above-referenced entity. As you know, I have been counsel of record for this LLC for many years, and in turn I have maintained the records of the LLC showing the ownership of all membership interests.

Thank you for your attention to this matter.

Respectfully,

Arey W. Grady, III

AWGIII/tlz

244-A CRAVEN ST.
NEW BERN, NC
28560

(252) 565-7194 (OFFICE)
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ENCLAWYERS.COM

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on Rezoning 601 Third Avenue; and a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and b) Consider Adopting an Ordinance to Rezone 601 Third Avenue from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District.

Date of Meeting: 9/13/2022	Ward # if applicable: Ward 2
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: 9/13/2022

Explanation of Item:	The City of New Bern has requested consideration to rezone two parcels, totaling 4.139 +/- acres currently split zoned as C-3 and R-6 to C-3.
Actions Needed by Board:	Conduct Public Hearing, Adopt an Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, 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 Jeffrey Odham, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: September 1, 2022, 2022

SUBJECT: Conduct a Public Hearing on Rezoning 601 Third Avenue; and a)
Consider Adopting a Statement of Zoning Consistency or Inconsistency;
and b) Consider Adopting an Ordinance to Rezone 601 Third Avenue from
C-4 Neighborhood Business District and R-6 Residential District to C-3
Commercial District.

The City of New Bern has requested consideration to rezone two parcels, totaling 4.139+/- acres, currently split zoned as C-4 Neighborhood Business District and R-6 Residential to one zoning of C-3 Commercial District. The parcel is located at 601 3rd Avenue and is further identified as Craven County Parcel ID #'s 8-012-119 and 8-012-110. (Ward 2) The purpose of the proposed rezoning request is for the construction of the new City of New Bern Stanley White recreation facility.

The Planning and Zoning Board unanimously approved this application at their August 4, 2022, meeting and recommend approval of the request.

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

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY THE CITY OF NEW BERN CONSISTING OF APPROXIMATELY 3.07 +/- ACRES LOCATED AT 601 THIRD AVENUE, AND IS FURTHER IDENTIFIED AS CRAVEN COUNTY PARCEL ID # 8-012-119 AND 8-012-110, FROM THE EXISTING R-6 RESIDENTIAL DISTRICT TO C-3 COMMERCIAL DISTRICT.

THAT WHEREAS, the City of New Bern owns approximately 3.07 acres, more or less, located at 601 Third Avenue, being a portion of the parcel identified by Craven County parcel identification number 8-012-119 and all of the parcel identified by Craven County parcel identification number 8-012-110, in the City of New Bern, and an application has been made to change the zoning classification of the subject property from R-6 Residential District to C-3 Commercial District consistent with the attached plat entitled "REZONING CASE: Stanley White Center- Approx. 2.38 & 0.69 Acres: PID: 8-012-110 & 119" prepared by the Development Services Department of the City of New Bern; and

WHEREAS, the Planning and Zoning Board unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on September 13, 2022, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested C-3 Commercial District classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by the City of New Bern consisting of 3.07 acres, more or less, located at 601 Third Avenue, and being a portion of the parcel identified by Craven County parcel identification number 8-012-119 and all of the parcel identified by Craven County parcel identification number 8-012-110, in the City of New Bern, from R-6 Residential District to C-3 Commercial District, all more specifically shown on the plat entitled "REZONING CASE: Stanley White Center- Approx. 2.38 & 0.69 Acres: PID: 8-012-110

& 119” prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

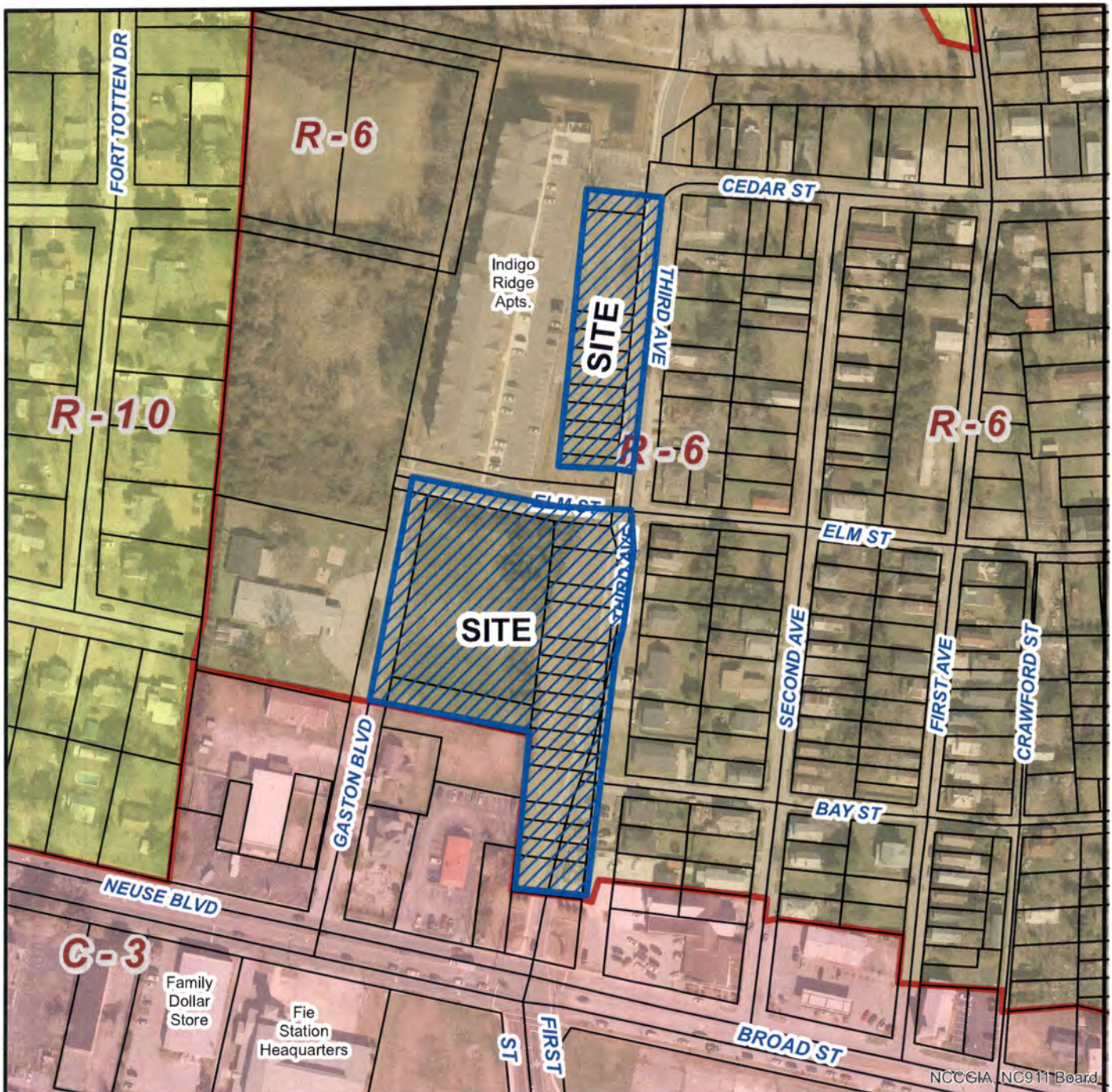
Section 2. That the Board deems it in the public interest to rezone the subject property consistent with the attached plat as the requested Zone C-3 Commercial District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



NCCGIA, NC911 Board

REZONING CASE: Stanley White Center - Approx. 2.38 & 0.69 Acres: PID: 8-012-110 & 119

LOCATION: Bounded by Gaston Blvd, Elm St, and Third Ave., north of Neuse Blvd.



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

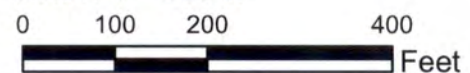


Zoning Boundaries

Imagery Early 2020

N CITY of NEW BERN
Development
Services

Scale: 1 = 200 ft



Craven County Parcel ID #'s 8-012-119 and 8-012-110

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #'s 8-012-119 and 8-012-110 to C-3 Commercial District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The C-3 Commercial District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed C-3 Commercial District is deemed to be compatible with adjacent zoning classifications.
3. The proposed C-3 Commercial District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on September 13, 2022.

Brenda E. Blanco, City Clerk

Craven County Parcel ID #'s 8-012-119 and 8-012-110

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #'s 8-012-119 and 8-012-110 to C-3 Commercial District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed C-3 Commercial District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed C-3 Commercial District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on September 13, 2022.

Brenda E. Blanco, City Clerk



Board of Aldermen

September 13, 2022

1

Consideration of a
rezoning request for 601
3rd Avenue.

2

Rezoning Request Analysis

- Applicant: The City of New Bern
- Location: 601 3rd Ave. (Craven County PID#8-012-119 & 8-012-110)
- Existing Zoning: C3 and R-6 Residential (tract 1 is split zoned)
- Proposed Zoning: C-3 Commercial District
- Size: 4.14 +/- acres
- History/Background: The overall site has seen a mixture of former residential and commercial uses
- Present Land Use: Future site of the Stanley White Recreation center. The majority of the site is vacant land with two remaining structures to be relocated or demolished.

NEW BERN
NORTH CAROLINA

3



NEW BERN
NORTH CAROLINA

4



5

REZONING CASE: Stanley White Center - Approx. 2.38 & 0.89 Acres: PID: 8-012-110 & 119
LOCATION: Bounded by Gaston Blvd, Elm St, and Third Ave., north of House Blvd.

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

Zoning Boundaries

Imagery Early 2020

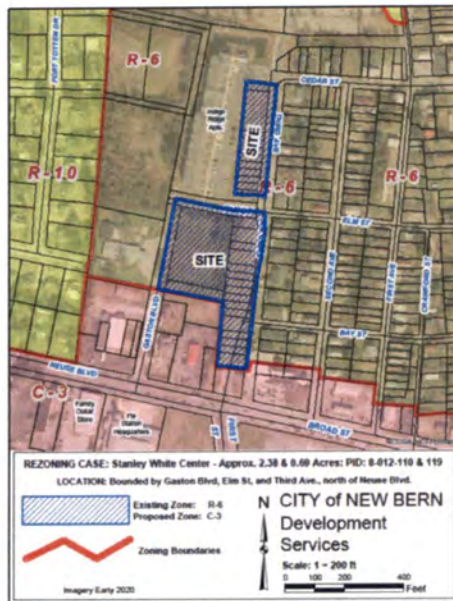
N
CITY of NEW BERN
Development
Services

Scale: 1" = 200 ft
0 100 200 400
Feet

Existing Zoning

For the R-6 residential district, the specific intent of this district is to encourage continued use of the land for residential purposes (single-, two-, and multifamily dwellings with 6,000 square feet minimum lots) and certain compatible nonresidential uses:

6



Proposed Zoning

C-3 Commercial District:

The C-3 commercial district is established as a district for offices, personal services, and the retailing of durable and convenience goods. This district will generally be located on the city's major radial roads.

7

General Survey of Allowed Uses in C-3

- Single Family Residential
- Multi-family Residential
- High Traffic Retail
- Carwash
- Restaurants
- Offices
- Enclosed storage
- Gasoline sales
- Automobile sales/service
- Indoor athletic/exercise facilities

8

Surrounding Zoning

- North: Outdoor recreational (R-6).
- South: New Bern Fire Rescue HQ, vacant (C-3)
- East: Commercial offices (C-3), residential (R-6)
- West: Commercial offices, storage (C-3), child day care center (R-6)

NEW BERN
NORTH CAROLINA

9

Utilities

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

NEW BERN
NORTH CAROLINA

10

2022 Land Use Plan

- The subject property is shown as “developed” with a mix of residential and commercial uses. There are no known environmental hazards on this property.
- Broad Street is classified as “Principal Arterial”. Gaston Blvd and Third Ave are classified as “local Streets” according to NCDOT’s Functional Classification. ”.
- According to the North Carolina Floodplain Mapping Program, Tract 1 is not located within the 100-year or 500-year floodplain. A portion of the north and east sides of Tract 2 is located in the 500-year floodplain (minimal flood risk).

Recommendation

The proposal to rezone the subject property to C-3 Commercial District is consistent with the character of the adjacent land uses to the south and east along Broad Street. Staff has found the proposed rezoning to be in the public interest and consistent with City Land Use and Transportation Plans. The purpose of this rezoning is to facilitate the construction of a public recreation facility and associated improvements. Staff has no objection to approval of the requested rezoning.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 806 Main Street

Date of Meeting: 9/13/2022	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:	First Missionary Baptist Church made an offer to purchase 806 Street for \$2,000, which is 50% of the tax value. If the property is sold for the initial bid, it is estimated the County will receive \$1,365.52 and the City will receive \$634.48 from the proceeds. The bidder owns the adjacent property and desires to expand its property.
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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham

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: September 01, 2022
SUBJECT: Offer to Purchase 806 Main Street

First Missionary Baptist Church has made an offer to purchase 806 Main Street for \$2,000. The 0.18-acre vacant parcel has a tax value of \$4,000 and was acquired by the City and County in 2009 through tax foreclosure. Taxes, interest, penalties, fees and costs due to the County at that time were \$2,167.90 and \$845.82 to the City. If the property is sold for the initial bid, it is estimated the County will receive \$1,365.52 and the City will receive \$634.48 from the proceeds.

This property is located within the boundaries of the Redevelopment Commission. The bidder made a presentation before the Commission at its July 13, 2022, at which time the Commission deemed the intended use of the property to be consistent with the Redevelopment Plan. The Commission adopted a resolution recommending the Governing Board initiate the upset bid process.

The bidder owns the adjacent property.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 806 Main Street, Craven County parcel identification number 8-006-350; 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 \$2,000.00 submitted by First Missionary Baptist Church; and

WHEREAS, First Missionary Baptist Church 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 First Missionary Baptist Church.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

First Miss Baptist Church, 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: 806 Main Street

Subdivision Name: _____

Tax Parcel ID No.: 8-006-350

Plat Reference: _____

Being all of that property more particularly described in Deed Book 2877, Page 0442 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$2000.00 and shall be paid as follows:

(a) \$2000.00, 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) \$ _____, 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 First Miss Baptist Church.

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 WJCH 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: _____

Date: _____

Address: _____

Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

By: William J. Harris (SEAL)

Its: Chair, Trustee Board

Date: 8-3-12

Address: 813 N. Cool Avenue

New Bern, NC 28560

Phone: _____

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 8/5/2022 3:01:16 PM

Parcel ID : 8-006 -350
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : MAIN ST
Description : 806 MAIN ST\$
Lot Description :



Subdivision :

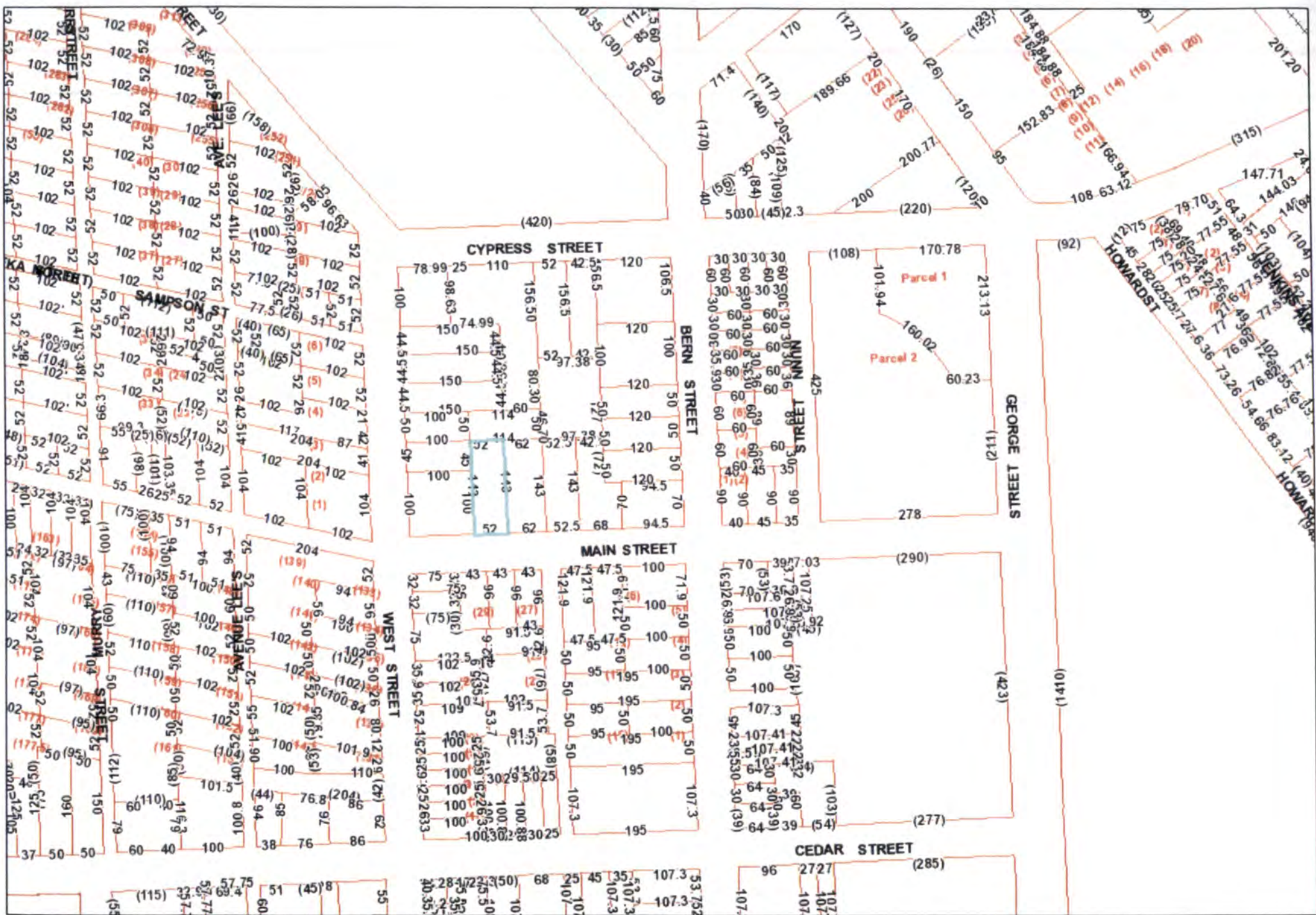
Assessed Acreage : 0.174 **Calculated Acreage :** 0.180
Deed Reference : 2877-0442 **Recorded Date :** 12 8 2009
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

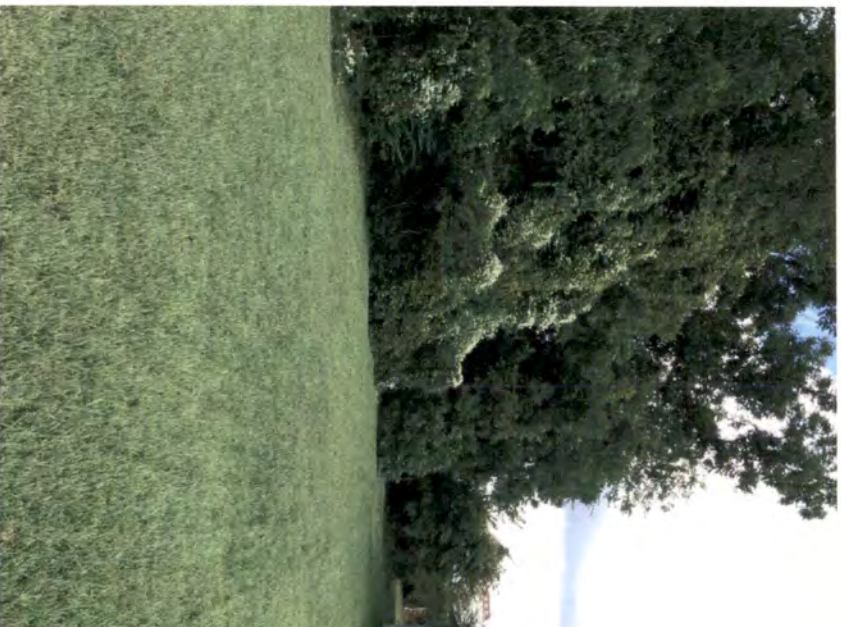
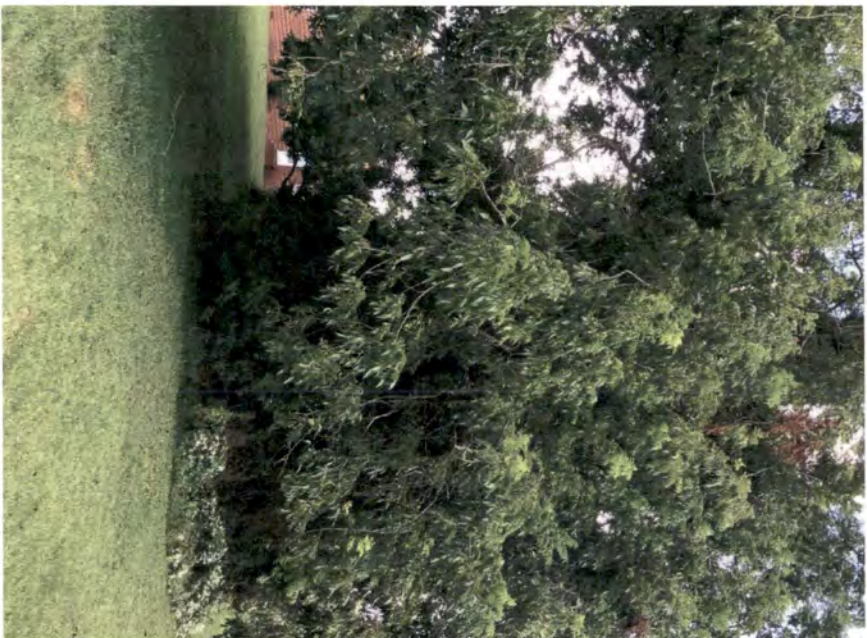
SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/8/2009	ATTMORE, GEORGE HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$3,000

List of Improvements to Site

No improvements listed for this parcel



806 Main Street



806 Main Street



ESTIMATE OF DIVISION OF PROCEEDS

Property: 806 Main Street-- PID: 8-006-350			
Offer Amount			\$ 2,000.00
Less: Reimb to City for publication of notice of offer (approx)			
Balance			\$ 2,000.00
County cost reimbursement		\$ 1,859.91	
City cost reimbursement		\$ 764.70	\$ 2,624.61
Remaining Balance			\$ (624.61)
County Taxes at Foreclosure	\$ 307.99	79.152%	\$ (494.39)
City Taxes/Priority Liens at Foreclosure	\$ 81.12	20.848%	\$ (130.22)
Total Taxes	\$ 389.11		
County Total	\$ 1,365.52		
City Total	\$ 634.48		

RESOLUTION TO RECOMMEND INITIATION OF UPSET BID

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 806 Main Street, more particularly identified as Craven County parcel identification number 8-006-350("Subject Property");

WHEREAS, the Subject Property is located within the Redevelopment Area of the City of New Bern; and

WHEREAS, the Redevelopment Commission deems it advisable and in the public interest to have citizen participation in accomplishing the goals of the Redevelopment Commission; and

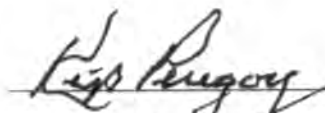
WHEREAS, First Missionary Baptist Church desires to purchase the Subject Property from the City of New Bern and Craven County; and

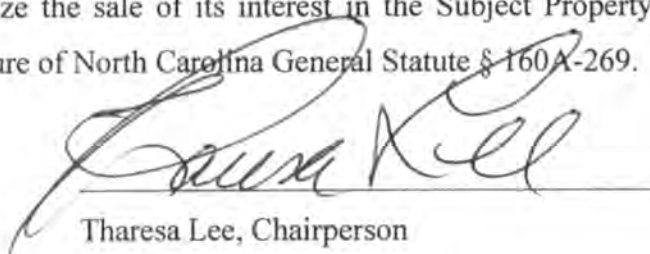
WHEREAS, the Redevelopment Commission reviewed First Missionary Baptist Church's intended use of the Subject Property on July 13, 2022, and said use is consistent with the Redevelopment Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN:

That, based on the foregoing findings, the Redevelopment Commission hereby recommends the Board of Aldermen authorize the sale of its interest in the Subject Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

This the 13th day of July 2022.


Kip Peregoy, Vice Chair


Tharesa Lee, Chairperson

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 208 Daniels Street

Date of Meeting: 9/13/2022	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:	Third Property Development & Estate Investment Group, LLC, has tendered an offer of \$9,000 for the purchase of 208 Daniels Street. This represents 50% of the tax value. The property is owned solely by the City.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, resolution, offer to purchase, maps and pictures of the property, and tax property card

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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 01, 2022

SUBJECT: Offer to Purchase 208 Daniels Street

The Third Property Development & Estate Investment Group, LLC has made an offer to purchase 208 Daniels Street for \$9,000.00. The tax value of the half-acre lot is \$18,000, and the offer represents 50% of the value.

The property was acquired jointly by the City and County through tax foreclosure in August 2019. Earlier this summer, the City demolished an uninhabitable mobile home that was located on the property. The home sustained substantial flooding damage during Hurricane Florence. In exchange for the demolition, Craven County conveyed to the City its interest in the property.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 208 Daniels Street, Craven County parcel identification number 8-018-063; 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 \$9,000.00 submitted by The Third Property Development & Estate Investment Group, LLC; and

WHEREAS, The Third Property Development & Estate Investment Group, 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 The Third Property Development & Estate Investment Group, LLC.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

re Third Property Development & Estate Investment Group LLC, 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: 208 Daniels St New Bern, NC 28560

Subdivision Name: _____

Tax Parcel ID No.: 8-018-063

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3729, Page 0871 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 9,000.00 and shall be paid as follows:

(a) \$ 450.00, 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) \$ 8,550.00, 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

re Third Property Development & Estate Investment Group 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 ✓

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: _____

Date: _____

Address: _____

Phone: _____

(If a business entity)

By: Edwalle M. Fort III (SEAL)

Its: Owner

Address: 2203 Fawcett Rd

Trent Woods NC

Phone: 252 604-1600

SELLER

CITY OF NEW BERN

By: _____(SEAL)

Its: _____

Date: _____

Buyer Initials EF 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 8/26/2022 10:31:22 AM

Parcel ID : 8-018 -063
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 208 DANIELS ST
Description : 4-5-6 BLK 1 OAKSIDE\$
Lot Description :



Subdivision :

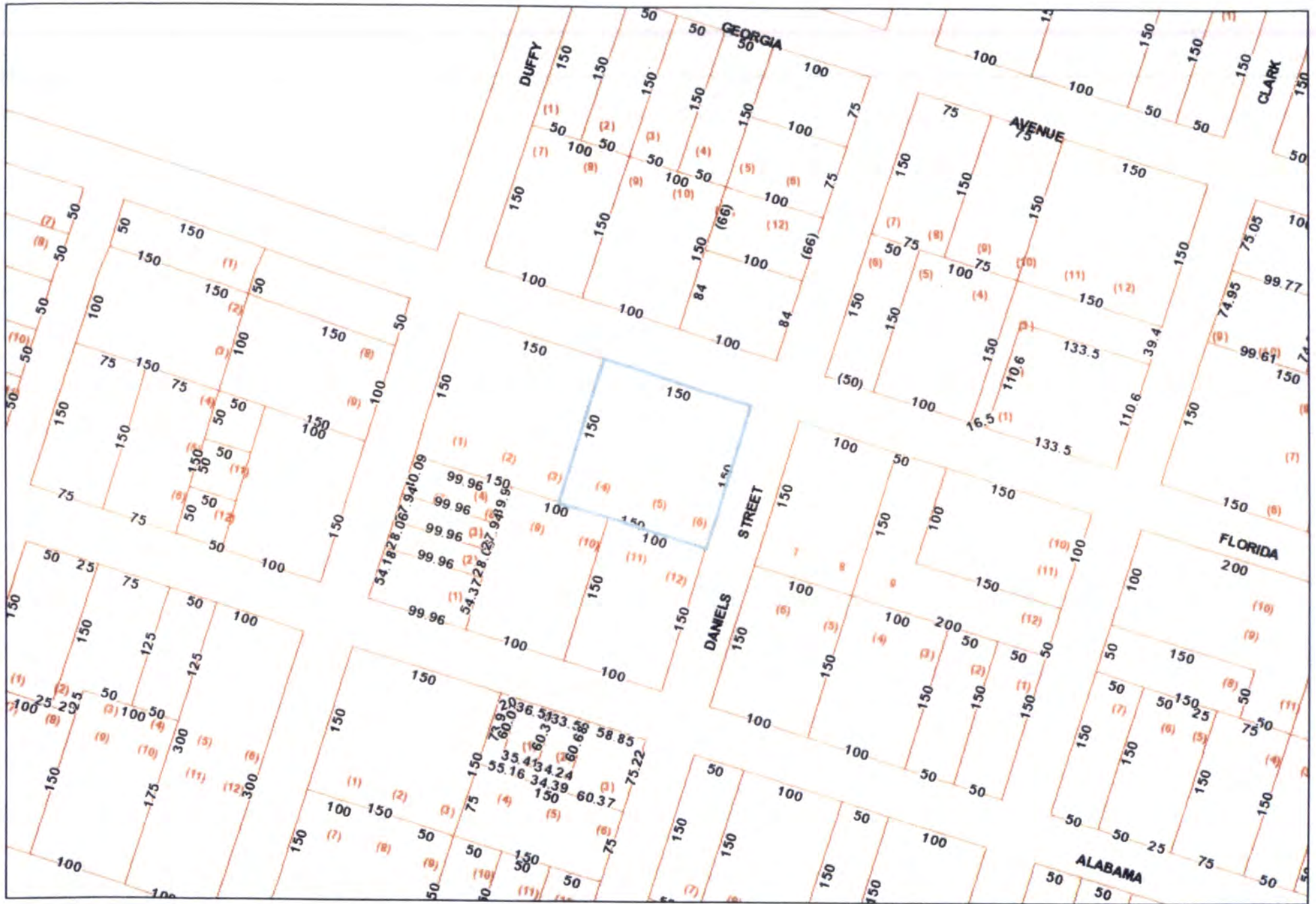
Assessed Acreage : 0.504 **Calculated Acreage :** 0.520
Deed Reference : 3729-0871 **Recorded Date :** 6 10 2022
Recorded Survey :
Estate Number :
Land Value : \$18,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$18,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/10/2022	CRAVEN COUNTY & NEW BERN-CITY	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0
8/28/2019	WILLIAMS, JUANITA M HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500
7/1/1994	WILLIAMS, JUANITA M	WILLIAMS, JUANITA M HRS	STRAIGHT TRANSFER	\$0
7/1/1994	BANKS, LEROY SR	WILLIAMS, JUANITA M	STRAIGHT TRANSFER	\$7,500

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-018-063

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on February 17, 2020 at 10:18:40 AM



1 inch = 122 feet



208 Daniels Street



208 Daniels Street



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sale 2410 Georgia Avenue

Date of Meeting: 9/13/2022	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:	Jimmy McGowan offered to purchase 2410 Georgia Avenue for \$8,000. The bid was advertised, but no upset bids receive. The property is a 0.34-acre vacant parcel with a tax value of \$13,500. It was acquired by the City and County in 2018. The offer exceeds 50% of the tax value.
Actions Needed by Board:	Consider adopting resolution to sale the property
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property, estimate of proceeds

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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
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: September 03, 2022
SUBJECT: Sale of 2410 Georgia Avenue

Jimmy McGowan made an offer to purchase 2410 Georgia Avenue for \$8,000. The 0.34-acre parcel has a tax value of \$13,500 and was acquired by the City and County in 2018 through tax foreclosure. Taxes, interest, penalties, fees and costs due to the County at that time were \$2,203.83 and \$6,685.95 to the City.

Of note, the tax card indicates a tax value of \$15,620, which includes \$2,120 for a structure. The tax card is outdated, as the property is currently a vacant lot with no structures.

The bidder owns the adjacent property at 2406 Georgia Avenue and desires to expand his greenspace.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 2410 Georgia Avenue, and being more particularly described herein; and

WHEREAS, the City owns a seventy percent (70%) undivided interest in the subject property, and Craven County owns a thirty percent (30%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$8,000.00 by Jimmy H. McGowan of 3421 Old Cherry Point Road, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for seventy percent (70%) of the bid amount of \$8,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Jimmy H. McGowan in the sum of \$8,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 2410 Georgia Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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:

The property is commonly referred to by its tax parcel identification number which is 8-018-123. A description of the property is recorded in Book 1017, Page 244 of the Craven County Registry. The property is more particularly described as follows:

Being all of Lots Number Seven (7) and Eight (8) in Block K, shown in a general map of Oakside, platted and planned by F. A. Fulcher, C.E., in April 1926, and which is recorded in the office of the Register of Deeds of Craven County in Map Book 1, Page 88. This being the same property as conveyed by Warranty Deed dated 19 July 1958 from Thomas E. Lewis and wife, Ethel W. Lewis to Roy P. Pugh and wife, Eunie G. Pugh, and found of record in the Office of the Register of Deeds of Craven County in Book 567, at Page 380.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-018-123
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to JIMMY H. MCGOWAN, whose mailing address is 3421 Old Cherry Point Road, New Bern, North Carolina 28560, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of September, 2022 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of September, 2022.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the _____ day of September, 2022, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of September, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

The property is commonly referred to by its tax parcel identification number which is 8-018-123. A description of the property is recorded in Book 1017, Page 244 of the Craven County Registry. The property is more particularly described as follows:

Being all of Lots Number Seven (7) and Eight (8) in Block K, shown in a general map of Oakside, platted and planned by F. A. Fulcher, C.E., in April 1926, and which is recorded in the office of the Register of Deeds of Craven County in Map Book 1, Page 88. This being the same property as conveyed by Warranty Deed dated 19 July 1958 from Thomas E. Lewis and wife, Ethel W. Lewis to Roy P. Pugh and wife, Eunie G. Pugh, and found of record in the Office of the Register of Deeds of Craven County in Book 567, at Page 380.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Jimmy McGowan, 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: 2410 Georgia Ave

Subdivision Name:

Tax Parcel ID No.: 8-018-123

Plat Reference: 22702

Being all of that property more particularly described in Deed Book 3541, Page 1501 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 8000.00 and shall be paid as follows:

(a) \$ 800.00, 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) \$ 7200.00, 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 Jimmy H McGowan.

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.

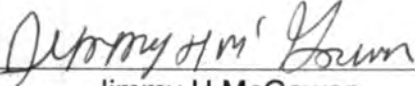
12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials JHM 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: Jimmy H McGowan
 Date: 04/29/2022
 Address: 3421 old cherry pt rd
new bern nc 28560
 Phone: 252-637-2410

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 JHM 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 4/29/2022 2:55:35 PM

Parcel ID : 8-018 -123
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 2410 GEORGIA AVE
Description : LOTS 7 & 8 BLK K OAKSIDE\$



Lot Description :

Subdivision :

Assessed Acreage :	0.314	Calculated Acreage :	0.340
Deed Reference :	3541-1501	Recorded Date :	7 12 2018
Recorded Survey :			
Estate Number :			
Land Value :	\$13,500	Tax Exempt :	Yes
Improvement Value :	\$2,120	# of Improvements :	1
Total Value :	\$15,620		
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
7/12/2018	STARLING, DAVID ALTON	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$9,000

List of Improvements to Site

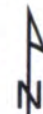
Type of Structure	Year Built	Base Area 1st Floor	Value
MOBILE HOME-EXTRA HOOKUP	1995	1	\$2,120



Craven County GIS PID 8-018-123

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on April 29, 2022 at 3:26:05 PM

1 inch = 122 feet



2410 Georgia Avenue



FINAL OF DIVISION OF PROCEEDS

Property: 2410 Georgia Avenue (Parcel No. 8-018-123)			
Offer Amount			\$ 8,000.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 237.50	
Balance			\$ 7,762.50
County cost reimbursement		\$ 1,787.38	
City cost reimbursement		\$ 5,697.88	\$ 7,485.26
Remaining Balance			\$ 277.24
County Taxes at Foreclosure	\$ 416.45	29.651%	\$ 82.20
City Taxes/Priority Liens at Foreclosure	\$ 988.07	70.349%	\$ 195.04
Total Taxes	\$ 1,404.52		
County Total	\$ 1,869.58		
City Total	\$ 6,130.42		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sale 803 Pavie Avenue

Date of Meeting: 9/13/2022	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:	Susan Barber made an offer to purchase 803 Pavie Avenue for \$2,000, which is 50% of the tax value. The bid was advertised, but no upset bids were received. If the property is sold for the bid amount, the County will receive \$1,332.74 and the City will receive \$667.26 from the proceeds. This property is in the boundaries of the Redevelopment Commission. Mrs. Barber made a presentation before the Commission at its May 11, 2022 meeting, and the Commission unanimously approved a recommendation that the Board initiate the upset bid process.
Actions Needed by Board:	Consider adopting resolution to sale the property
Backup Attached:	Memos, 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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham

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: September 02, 2022

SUBJECT: Sale of 803 Pavie Avenue

Susan Barber submitted an offer to purchase 803 Pavie Avenue for \$2,000. The bid was advertised, but no upset bids were received. The property is a vacant 0.09-acre parcel with a tax value of \$4,000. It was acquired by the City and County in 2017 through tax foreclosure. Taxes, costs, interest and penalties due at that time were \$2,335.74 to the County and \$1,956.01 to the City. If the property is sold for the bid, the County will receive \$1,332.74 and the City \$667.26 from the proceeds.

This property is in the boundary of the Redevelopment Commission. Mrs. Barber made a presentation before the Commission at its May 11, 2022 meeting, and the Commission unanimously approved a recommendation that the Board of Aldermen initiate the upset bid process.

The bidder owns a parcel across the street and desires to use this property for occasional parking or to set up tables for outdoor functions and gatherings.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 803 Pavie Avenue, and being more particularly described herein; and

WHEREAS, the City owns a forty-five percent (45%) undivided interest in the subject property, and Craven County owns a fifty-five percent (55%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$2,000.00 by Susan Barber of 1203 Beaufort Street, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for forty-five percent (45%) of the bid amount of \$2,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Susan Barber in the sum of \$2,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 803 Pavie Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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:

In the City of New Bern, beginning at Julius White's (former) corner on Pavie Avenue, running thence North down said Avenue 40 feet to a stake; thence West 93 ½ feet; thence South 40 feet to Julius White's (former) line; thence Eastwardly to the beginning.

Being No. 4, old number, No. 803 new number, Pavie Avenue, according to the present postal enumerations of dwellings in the City of New Bern.

Being the same lot described in deed from Joe Lipman and wife, Celia Lipman, to Rev. J. H. Moore and wife, Mary Frances Moore, dated March 26, 1946, recorded in Book 397, Page 125, Craven County Registry.

Subject to restrictive covenants and easements of record.
Parcel Identification Number: 8 007 105

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-007-105
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to SUSAN BARBER AND SPOUSE, THOMAS BARBER, whose mailing address is 1203 Beaufort Street, New Bern, North Carolina 28560, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
JEFFRY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of September, 2022 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of September, 2022.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the ____ day of September, 2022, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of September, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

In the City of New Bern, beginning at Julius White's (former) corner on Pavie Avenue, running thence North down said Avenue 40 feet to a stake; thence West 93 ½ feet; thence South 40 feet to Julius White's (former) line; thence Eastwardly to the beginning.

Being No. 4, old number, No. 803 new number, Pavie Avenue, according to the present postal enumerations of dwellings in the City of New Bern.

Being the same lot described in deed from Joe Lipman and wife, Celia Lipman, to Rev. J. H. Moore and wife, Mary Frances Moore, dated March 26, 1946, recorded in Book 397, Page 125, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 105

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Susan Barber, 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: 803 Pavie Avenue

Subdivision Name: _____

Tax Parcel ID No.: 8-007-105

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3508, Page 1946 in the Craven County Registry.

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

(a) \$1,000.00, 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) \$1,000.00, 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 Susan and Thomas Barber.

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

SB

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: Susan Barber

Date: 06/13/2022

Address: 1203 Beaufort Street
New Bern, NC 28560

Phone: 252-638-1797

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials


SB

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 6/13/2022 9:58:25 AM

Parcel ID : 8-007 -105
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 803 PAVIE AVE
Description : 803 PAVIES\$
Lot Description :



Subdivision :

Assessed Acreage : 0.092 **Calculated Acreage :** 0.090
Deed Reference : 3508-1946 **Recorded Date :** 7 27 2017
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,000
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
7/27/2017	CRAVEN COUNTY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$0
5/8/2017	BRANCH, BEATRICE HRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$4,500
10/7/1986	BRANCH, BEATRICE H	BRANCH, BEATRICE HRS	STRAIGHT TRANSFER	\$0
10/7/1986	BRANCH, BEATRICE H	BRANCH, BEATRICE HRS	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

803 Pavie Avenue



FINAL OF DIVISION OF PROCEEDS

Property: 803 Pavie Avenue			
Offer Amount			\$ 2,000.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 255.90	
Balance			\$ 1,744.10
County cost reimbursement		\$ 1,747.57	
City cost reimbursement		\$ 757.38	\$ 2,504.95
Remaining Balance			\$ (760.85)
County Taxes at Foreclosure	\$ 588.17	54.522%	\$ (414.83)
City Taxes/Priority Liens at Foreclosure	\$ 490.61	45.478%	\$ (346.02)
Total Taxes	\$ 1,078.78		
County Total	\$ 1,332.74		
City Total	\$ 667.26		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sale 2107 Pearson Street

Date of Meeting: 9/13/2022	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, LLC made an offer to purchase 2107 Pearson Street for \$3,750, which is 50% of the tax value. The bid was advertised, but no upset bids were received. If the sale is approved, the County will receive \$2,427.92 and the City will receive \$1,322.08 from the proceeds.
Actions Needed by Board:	Consider adopting resolution to sale the property
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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
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: September 02, 2022
SUBJECT: Sale of 2107 Pearson Street

Davis McKinley Properties, LLC submitted an offer to purchase 2107 Pearson Street for \$3,750. The bid was advertised, but no upset bids were received. The property is a vacant 0.23-acre parcel has a tax value of \$7,500. It was acquired by the City and County in 2019 through tax foreclosure. Taxes, costs, interest and penalties due at that time were \$3,189.32 to the County and \$1,651.74 to the City. If the property is sold for the bid, the County will receive \$2,427.92 and the City \$1,322.08 from the proceeds.

The bidder has spoken with staff in Development Services and is satisfied the property is suitable for his future plans.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 2107 Pearson Street, and being more particularly described herein; and

WHEREAS, the City owns a forty-three percent (43%) undivided interest in the subject property, and Craven County owns a fifty-seven percent (57%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$3,750.00 by Davis McKinley Properties, LLC of Post Office Box 43, New Bern, North Carolina 28563; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for forty-three percent (43%) of the bid amount of \$3,750.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Davis McKinley Properties, LLC in the sum of \$3,750.00 for said parcel bearing the postal enumeration for the City of New Bern of 2107 Pearson Street, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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:

All that certain lot or parcel of land situated in Pembroke, No. Eight Township, Craven County, North Carolina, and more particularly described as follows: All of Lots Numbers Six Hundred and Sixty (660) and Six Hundred and Sixty Four (664) in the Subdivision known as PEMBROKE, a map of said plan of Pembroke is duly recorded in Book 202, at Page 98 and 99 in the office of the Register of Deeds of Craven County, reference to which map is hereby made and same is incorporated herein for a more complete description.

Subject to restrictive covenants and easements of record,
Parcel Number: 8 039 079

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

**PARCEL NO. 8-039-079
REVENUE STAMPS: \$0.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to DAVIS MCKINLEY PROPERTIES, LLC, whose mailing address is Post Office Box 43, New Bern, North Carolina 28563, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
JEFFRY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of September, 2022 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of September, 2022.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the _____ day of September, 2022, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of September, 2022.

Notary Public

My Commission Expires;

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain lot or parcel of land situated in Pembroke, No. Eight Township, Craven County, North Carolina, and more particularly described as follows: All of Lots Numbers Six Hundred and Sixty (660) and Six Hundred and Sixty Four (664) in the Subdivision known as PEMBROKE, a map of said plan of Pembroke is duly recorded in Book 202, at Page 98 and 99 in the office of the Register of Deeds of Craven County, reference to which map is hereby made and same is incorporated herein for a more complete description.

Subject to restrictive covenants and easements of record.
Parcel Number: 8 039 079

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: 2107 Pearson Street

Subdivision Name: _____

Tax Parcel ID No.: 8-039-079

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3594, Page 1298 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,750.00 and shall be paid as follows:

(a) \$ 190.00, 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) \$ 3,560.00, 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
JD

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: _____

Date: _____

Address: _____

Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

By: Jalen H. Davis (SEAL)

Its: President

Date: 06/06/2022

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

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 6/6/2022 10:08:21 AM

Parcel ID : 8-039 -079
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 2107 PEARSON ST
Description : 660 & 664 PEMBROKES
Lot Description :



Subdivision : PEMBROKE

Assessed Acreage : 0.230 **Calculated Acreage :** 0.230
Deed Reference : 3594-1298 **Recorded Date :** 12 9 2019
Recorded Survey :
Estate Number :
Land Value : \$7,500 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$7,500
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
12/9/2019	WATKINS, HELENA HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$5,000
4/3/1987	WATKINS, HELENA	WATKINS, HELENA HRS	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-039-079

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 6, 2022 at 10:10:04 AM

1 inch = 131 feet



2107 Pearson Street



FINAL OF DIVISION OF PROCEEDS

Property: 2107 Pearson Street			
Offer Amount			\$ 3,750.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 255.90	
Balance			\$ 3,494.10
County cost reimbursement		\$ 2,017.59	
City cost reimbursement		\$ 750.60	\$ 2,768.19
Remaining Balance			\$ 725.91
County Taxes at Foreclosure	\$ 1,171.73	56.527%	\$ 410.33
City Taxes/Priority Liens at Foreclosure	\$ 901.14	43.473%	\$ 315.58
Total Taxes	\$ 2,072.87		
County Total	\$ 2,427.92		
City Total	\$ 1,322.08		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sale 210 Duffy St

Date of Meeting: 9/13/2022	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 bid, the County will receive \$3,272.47 and the City will receive \$1,227.53 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 sale the property
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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. odham
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: September 02, 2022
SUBJECT: Sale of 210 Duffy Street

Norn Chan made an offer to purchase 210 Duffy Street for \$4,500. The bid was advertised, but no upset bids were received. The property is a 0.17-acre vacant parcel with a tax value of \$9,000. It 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 bid, the County will receive \$3,272.47 and the City will receive \$1,227.53 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 have received an offer to purchase a parcel of property owned by the City and County located at 210 Duffy Street, and being more particularly described herein; and

WHEREAS, the City owns a thirty-four percent (34%) undivided interest in the subject property, and Craven County owns a sixty-six percent (66%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$4,500.00 by Norn Chan of 208 Duffy Street, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for thirty-four percent (34%) of the bid amount of \$4,500.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Norn Chan in the sum of \$4,500.00 for said parcel bearing the postal enumeration for the City of New Bern of 210 Duffy Street, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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:

In a Subdivision near the City of New Bern, known as Oakside. A map of which is duly recorded in Map Book 1, at Page 88, in the Office of the Register of Deeds of Craven County, and being lot Number (7) seven being recorded in Deed Book 339, at Page 13, Craven County Register.

For further reference see deed recorded in the Office of the Register of Deeds of Craven County in Book 830, at Page 799.

This property is also commonly referred to by its tax parcel identification number which is 8-018-057.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-018-057
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to NORN CHAN, whose mailing address is 208 Duffy Street, New Bern, North Carolina 28560, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
JEFFRY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of April, 2022 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of September, 2022.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the ____ day of April, 2022, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of April, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain lot, tract, or parcel of land lying and being situate on the North side of Broad Street, located in the City of New Bern, beginning at the southernmost corner of Lot #52 as the same appears on the map of Reizensteinville, said map recorded in Deed Book 105 at Page 56 in the office of the Register of Deeds of Craven County, and being shown on the attached map entitled "Survey for Helena Bryan Murrell & Georgianna Bryan Bryant" as prepared by Robert M. Chiles, P.E., on October 13, 1981; running from the said point of beginning located in the northern right of way line of the said Broad Street, North 70 degrees 00' west, along and with the northern right of way line of Broad Street 25.235 feet to a new corner; running thence North 07 degrees 46' east and parallel with the eastern most line of said tract, 87.57 feet, more or less, to a corner located in the northern most lot line of Lot #52 as appears on said map; thence south 73 degrees 29' east, 25 feet, more or less, to a set iron pipe, the northernmost corner of Lot #52; thence south 07 degrees 46' west, 89.12 feet to the point of beginning, all as appears on the survey, and the same is incorporated herein by reference. Subject to restrictive covenants and easements of record.

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, Mikyait Soi 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)

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials CN 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 OAKSIDE\$
Lot Description :



Subdivision :

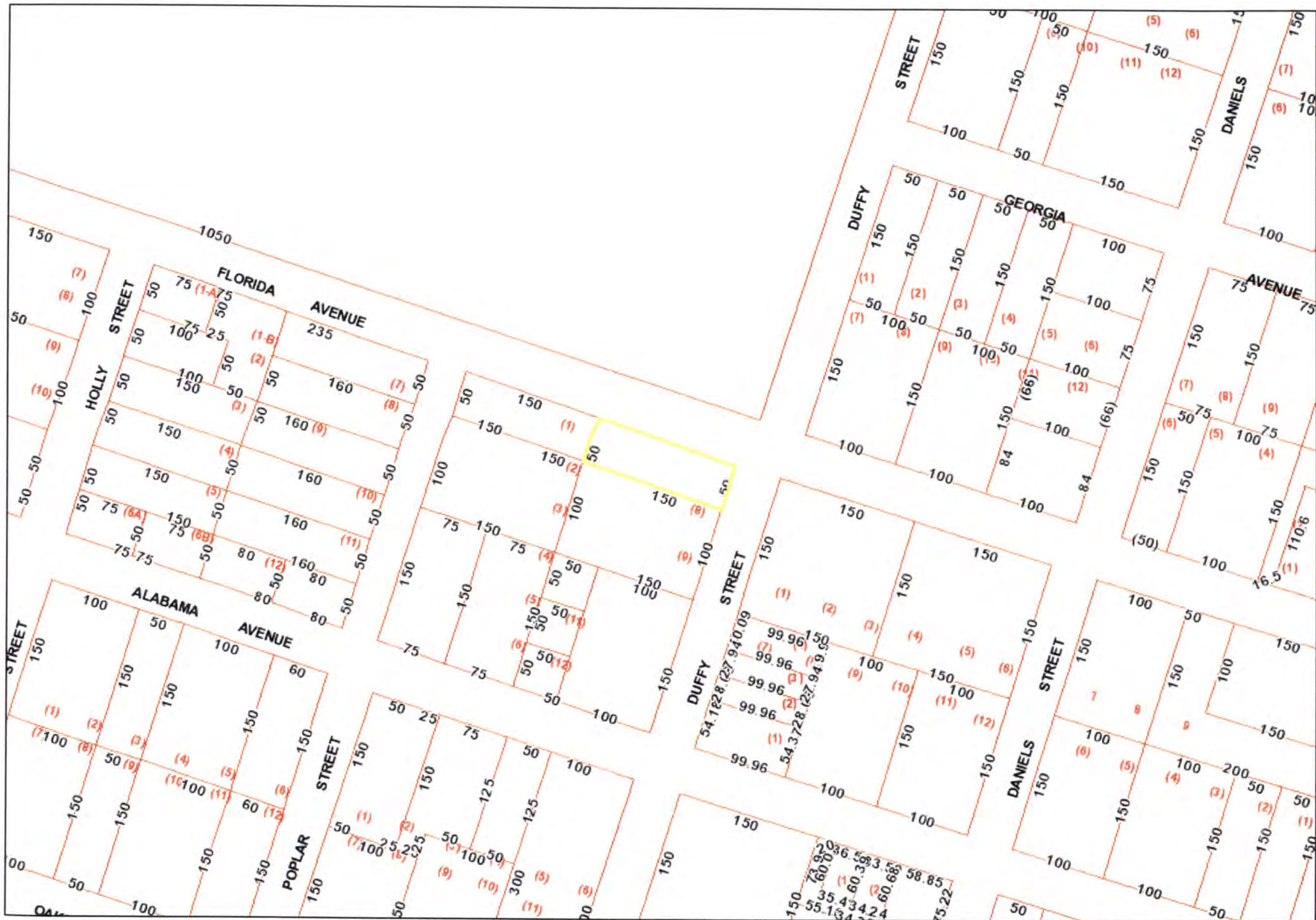
Assessed Acreage : 0.173 **Calculated Acreage :** 0.170
Deed Reference : 3452-0021 **Recorded Date :** 7 14 2016
Recorded Survey :
Estate Number :
Land Value : \$9,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$9,000
City Name : NEW BERN **Fire tax District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



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



FINAL 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)		\$ 232.90	
Balance			\$ 4,267.10
County cost reimbursement		\$ 1,357.49	
City cost reimbursement		\$ -	\$ 1,357.49
Remaining Balance			\$ 2,909.61
County Taxes at Foreclosure	\$ 366.41	65.816%	\$ 1,914.98
City Taxes/Priority Liens at Foreclosure	\$ 190.31	34.184%	\$ 994.63
Total Taxes	\$ 556.72		
County Total	\$ 3,272.47		
City Total	\$ 1,227.53		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sale 801 Chattawka Lane

Date of Meeting: 9/13/2022	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:	Black Bear Real Estate submitted an initial bid of \$12,000 for the purchase of 801 Chattawka Lane. Upset bids were received, and the final of \$14,000 was submitted by Black Bear Real Estate. The 0.34-acre vacant parcel has a tax value of \$15,000 and was acquired by the City and County in 2019.
Actions Needed by Board:	Consider adopting resolution to sale the property
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

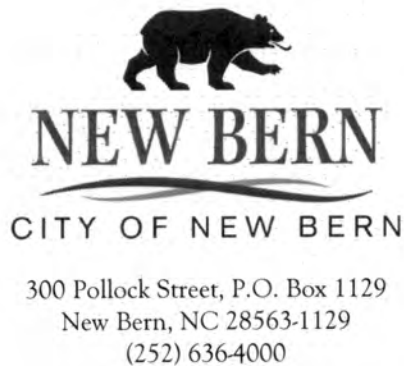
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham

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: September 03, 2022

SUBJECT: Sale of 801 Chattawka Lane

Black Bear Real Estate, LLC made an offer to purchase 801 Chattawka Lane for \$12,000. The bid was advertised and three upset bids were received. The final bid of \$14,000 was made by Black Bear Real Estate. The property is a 0.34-acre vacant parcel with a tax value of \$15,000. It was acquired by the City and County in 2019 through tax foreclosure. If the property is sold for the final bid, the County will receive \$3,655.21 and the City will receive \$10,344.79 from the proceeds.

The bidder has reviewed the City's land use ordinances and spoken with staff in Development Services about the uses of the property.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 801 Chattawka Lane, and being more particularly described herein; and

WHEREAS, the City owns a seventy-one percent (71%) undivided interest in the subject property, and Craven County owns a twenty-nine percent (29 %) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$14,000.00 by Black Bear Real Estate, LLC of Post Office Box 272, Bridgeton, North Carolina 28519; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for seventy-one percent (71%) of the bid amount of \$14,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Black Bear Real Estate, LLC in the sum of \$14,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 801 Chattawka Lane, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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: BEGINNING at the canal stake on West side of Chattawka Lane, thence North 19 degrees 20' West 41.31 feet to a stake marking the P.C. of a curve with a radius of 250 feet, thence along the curve 35.34 feet to a stake on Chattawka Lane, thence South 78 degrees 47' West 190.91 feet to a stake, thence South 13 degrees 40' West 104.30 feet to a stake at the canal, thence North 60 degrees 36' East 104.24 feet to a stake, thence North 84 degrees 24' East 144.79 feet to the point of beginning, being Lot No. 62 as shown on plat of Greene Park Place, Revised February, 1945, and recorded in the Office of the Register of Deeds, Craven County, North Carolina.

Subject to restrictive covenants and easements of record.
Parcel Identification Number: 8 022 081

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

**PARCEL NO. 8-022-081
REVENUE STAMPS: \$0.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“Grantors”); to BLACK BEAR REAL ESTATE, LLC, whose mailing address is Post Office Box 272, Bridgeton, North Carolina 28519, (“Grantee”);

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of September, 2022 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of September, 2022.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the _____ day of September, 2022, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of September, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

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: BEGINNING at the canal stake on West side of Chattawka Lane, thence North 19 degrees 20' West 41.31 feet to a stake marking the P.C. of a curve with a radius of 250 feet, thence along the curve 35.34 feet to a stake on Chattawka Lane, thence South 78 degrees 47' West 190.91 feet to a stake, thence South 13 degrees 40' West 104.30 feet to a stake at the canal, thence North 60 degrees 36' East 104.24 feet to a stake, thence North 84 degrees 24' East 144.79 feet to the point of beginning, being Lot No. 62 as shown on plat of Greene Park Place, Revised February, 1945, and recorded in the Office of the Register of Deeds, Craven County, North Carolina.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 022 081

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Black Bear Real Estate, 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: 801 Chattawka Lane

Subdivision Name: _____

Tax Parcel ID No.: 8-022-081

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3569, Page 0527 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 14,000.00 and shall be paid as follows:

(a) \$ 1,200 previously paid, 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) \$ 12,800.00, 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 Black Bear Real Estate, 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 _____

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: _____

Date: _____

Address: _____

Phone: _____

SELLER

CRAVEN COUNTY

By: _____(SEAL)

Its: _____

Date: _____

(If a business entity)

By: Jane A. Vaughan (SEAL)

Its: _____

Date: 08/02/2022

Address: PO Box 272

Bridgeton, NC 28519

Phone: 919-880-0121

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 6/3/2022 11:41:57 AM

Parcel ID : 8-022 -081
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : 801 CHATTAWKA LN
Description : 62 GREEN PARK PL REVISED\$
Lot Description :



Subdivision :

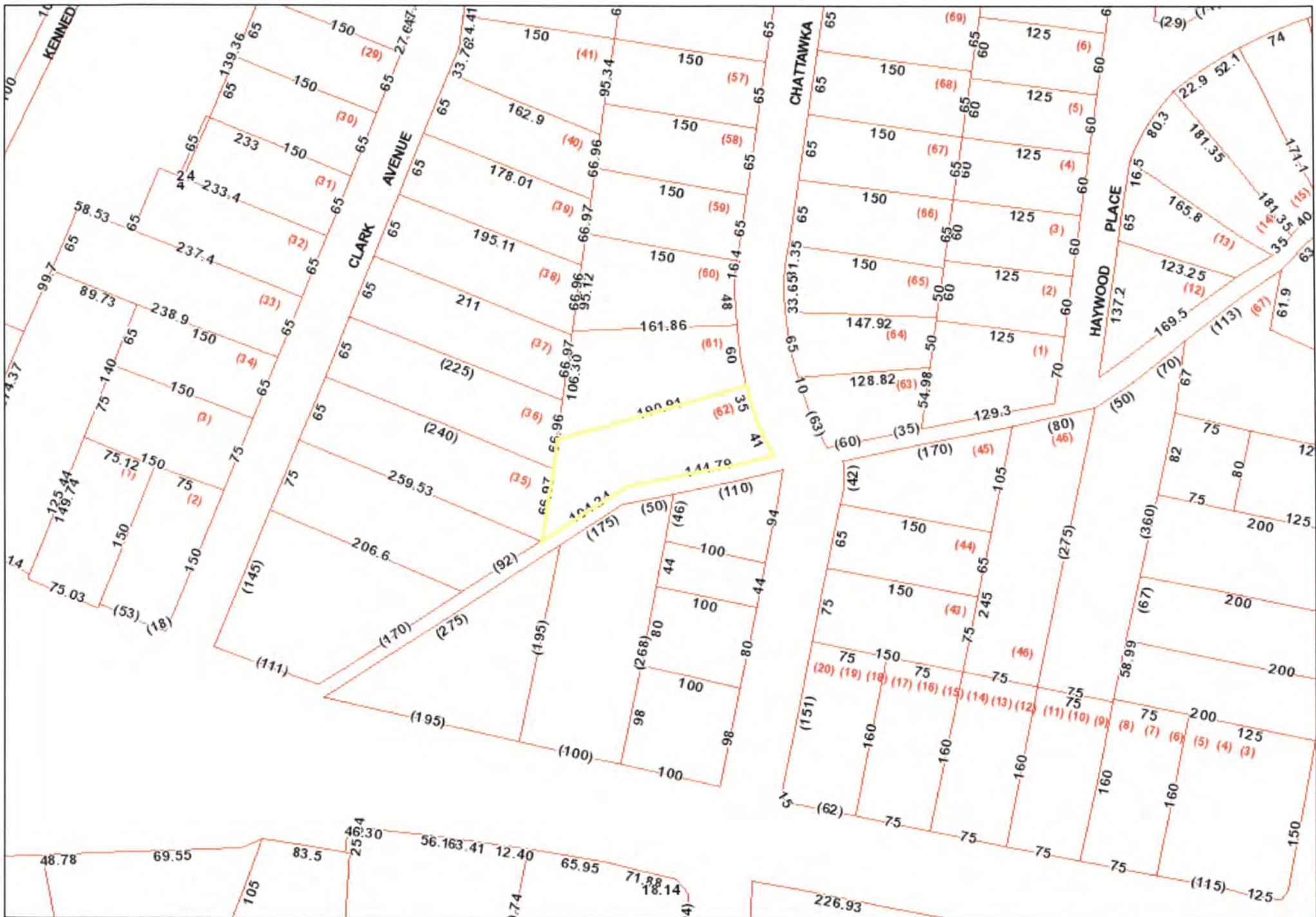
Assessed Acreage : 0.344 **Calculated Acreage :** 0.340
Deed Reference : 3569-0527 **Recorded Date :** 5 3 2019
Recorded Survey :
Estate Number :
Land Value : \$15,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$15,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/3/2019	BRISSETT, COURTNEY	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$10,000
6/3/2008	BRISSETT, COURTNEY & RICHARDS, DALE	BRISSETT, COURTNEY	STRAIGHT TRANSFER	\$0
1/19/2007	BRISSETT, COURTNEY T	BRISSETT, COURTNEY & RICHARDS, DALE	STRAIGHT TRANSFER	\$0
9/25/2006	DANIELS, DELORES WOODRUFF & EARL	BRISSETT, COURTNEY T	STRAIGHT TRANSFER	\$50,000
6/21/2005	BECTION, SHIRLEY T	DANIELS, DELORES WOODRUFF & EARL	STRAIGHT TRANSFER	\$25,000

List of Improvements to Site


No improvements listed for this parcel



Craven County GIS 801 Chattawka Ln PID 8-022-081

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 3, 2022 at 11:43:44 AM

1 inch = 122 feet



801 Chattawka Lane



FINAL DIVISION OF PROCEEDS

Property: 801 Chattawka Lane, PID: 8-022-081			
Offer Amount			\$ 14,000.00
Less: Reimb to City for publication of notice of offer		\$ 707.90	
Balance			\$ 13,292.10
County cost reimbursement		\$ 1,316.37	
City cost reimbursement		\$ 257.60	\$ 1,573.97
Remaining Balance			\$ 11,718.13
County Taxes at Foreclosure	\$ 2,338.84	29.239%	\$ 2,338.84
City Taxes/Priority Liens at Foreclosure	\$ 5,660.25	70.761%	\$ 5,660.25
Total Taxes	\$ 7,999.09		
Remaining Balance			\$ 3,719.04
City Junior Priority Lien	\$ 7,705.37		
County Total	\$ 3,655.21		
City Total	\$ 10,344.79		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Agreement for Land Use for Spray Irrigation System.

Date of Meeting: 9/13/2022	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Updated of land use agreement with Mackliwean Turf Farm, Inc. for continued use of the City’s reclaimed water utilization system.
Actions Needed by Board:	Approve agreement for land use for spray irrigation system.
Backup Attached:	Memo from Jordan Hughes, copy of land use Agreement for spray irrigation and draft resolution for approving the Agreement.

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: 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 type="checkbox"/> No

Additional Notes:



Department of Public Utilities
Water Resources
527 NC Highway 55 West, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer
DATE: August 31, 2022

SUBJECT: Recommendation to Approve Agreement for Land Use for Spray Irrigation System

Background Information:

In 2004, the City of New Bern developed and placed into operation, a reclaimed water utilization system, where fully treated effluent from the City's main wastewater treatment plant (WWTP) could be utilized for irrigation purposes. The system involves transporting effluent from the WWTP, to the East Lake of the Martin Marietta quarry, where the effluent is stored before ultimately being pumped to the Mackilwean Turf Farm and utilized for irrigation on several varieties of turf grass. The reclaimed system includes approximately 28,000 feet of force main piping, ranging in size from 16"-30", a 14,000-gallon hydro-pneumatic tank, and a 1,000 GPM transfer pump.

In 2004, the City and Mackilwean Turf Farm, Inc. entered into a land use agreement for the aforementioned spray irrigation system. This agreement outlined the roles and responsibilities of both parties in the establishment and operation of the City's reclaimed water system for irrigation purposes at the turf farm.

This system is operated under a Reclaimed Water Utilization System permit that was issued by NCDEQ in 2004 and has been renewed since 2004 on 5-8-year cycle. In May of this year, City staff submitted the renewal package for this permit to NCDEQ for review. During the review process, NCDEQ staff determined that the operational agreement between the City and Mackilwean Turf Farm, Inc, needed to be revised to include certain references to the reclaimed system permit and an update to the agreement period.

Recommendation:

In order to comply with the requirements for the renewal of the City's Reclaimed Water Utilization System permit, staff is recommending that the Board of Aldermen approve the enclosed Agreement for Land Use for Spray Irrigation System.

Attached please find a copy of the proposed agreement and a draft resolution for approving the agreement.

Please contact me if there are any questions or if additional information should be required.

RESOLUTION

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

That the Agreement dated September 13, 2022 by and between the City of New Bern and Mackilwean Turf Farm, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 13th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA
CRAVEN COUNTY

**AGREEMENT FOR LAND USE
FOR SPRAY IRRIGATION SYSTEM**

THIS AGREEMENT FOR LAND USE FOR SPRAY IRRIGATION SYSTEM (“Agreement”) is made and entered into this the 13th day of September, 2022, by and between the CITY OF NEW BERN (“City”), a North Carolina municipal corporation, and MACKILWEAN TURF FARM, INC. (“Mackilwean”), a North Carolina business corporation.

WITNESSETH:

THAT WHEREAS, the City developed a portion of the former Martin Marietta quarry for use as a wastewater treatment site; and

WHEREAS, the operation of said wastewater treatment site produces surplus water suitable for spray irrigation (“Reuse Water”); and

WHEREAS, Mackilwean has a need for irrigation water to be sprayed upon its real property located at 1004 Washington Post Road, New Bern, North Carolina, and more particularly described in Exhibit A (“Property”); and

WHEREAS, the City has a reuse program so that Mackilwean may use the City’s Reuse Water for spray irrigation, and

WHEREAS, the City’s Reuse system is operated under North Carolina Department of Environmental Quality, Reclaimed Water System permit number WQ0017635 (“Permit”); and

WHEREAS, the permitting agency is the North Carolina Division of Water Resources (“Permitting Agency”); and

WHEREAS, the Permitting Agency’s address and phone number are, 512 North Salisbury Street, Raleigh, North Carolina 27699 and 919-707-9000; and

WHEREAS, Mackilwean has agreed to lease to the City, and the City has agreed to lease from Mackilwean the right to spray upon the Property said Reuse Water, under various agreements in effect between both parties since 2004; and

WHEREAS, the City and Mackilwean have reached an agreement with respect to said provision of said Reuse Water to the Property and wish to reduce said agreement to writing.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the City and Mackilwean as follows:

1. Mackilwean hereby lets and leases to the City, and the City hereby rents and leases from Mackilwean, the right to spray Reuse Water on the Property.

2. The lease of the Property shall commence upon the execution of this Agreement and shall continue until the expiration of the Permit, unless terminated as follows:
 - (a) City no longer has Reuse Water suitable for spray irrigation; or
 - (b) Mackilwean no longer requires Reuse Water for spray irrigation; or
 - (c) Mackilwean's farming practices allow excessive erosion or direct runoff that would adversely impact the City's permit to spray Reuse Water upon the Property.
3. The City shall pay to Mackilwean the sum of One Dollar (\$1.00) per year as consideration for this lease. Mackilwean shall pay to the City the sum of One Dollar (\$1.00) per year for the use of the City's Reuse Water. Mackilwean may use as much or as little of the City's Reuse Water as it requires.
4. The City shall be responsible for obtaining all necessary permits to use the Property as a spray irrigation site, and Mackilwean shall cooperate with the City in obtaining such permits. Mackilwean shall document and maintain all records required under the City's permit(s) regarding its spray irrigation operations as required by such permit(s). Mackilwean shall not apply Reuse Water in excess of the application rates in the Permit, and shall otherwise comply with all Permit conditions.
5. The City shall maintain such pipes and other equipment from its quarry site to the edge of the Property, including the water meter for the Reuse Water. Mackilwean shall maintain such pipes, spray nozzles, and other equipment as it deems necessary to adequately pump, discharge and spray the Reuse Water from the water meter.
6. Mackilwean agrees that the City's Reuse Water used for spray irrigation on the Property shall be used solely for the irrigation of turf grasses, and shall not be applied to any crops grown for direct human consumption.
7. The City shall make chemical analysis of the nutrients in the Reuse Water as may be required by any local, state or federal rules or regulations and said analysis of the nutrients in the Reuse Water will be made available to Mackilwean so that Mackilwean can coordinate its turf grass operation and apply any additional nutrients that may be required.

8. The City shall have the right to go upon the Property for purposes of sampling groundwater and to conduct any tests or inspections as may be required by local, state or federal rules or regulations; provided however, that said right to go upon the Property for purposes herein specified shall not unduly or unreasonably interfere with Mackilwean's operations.
9. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of North Carolina. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and application thereof shall not in any way be affected or impaired thereby. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior agreements or understandings, whether written or oral, between or among the Parties relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by written agreement of the Parties.
10. It is specifically understood and agreed between the parties that every obligation assumed herein by the City is subject to the limitation "to the extent that it may legally do so," with the understanding that the City believes that it may legally do everything that it has obligated itself to do by this Agreement.

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

CITY OF NEW BERN

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

Brenda E. Blanco, City Clerk

(SEAL)

MACKILWEAN TURF FARM, INC.

By: _____
President

ATTEST:

Secretary

(CORPORATE SEAL)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement Environmental Enhancement Grant Program.

Date of Meeting: 9/13/2022	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City has been awarded an EEG grant that will be used for the development of Phase 2 of the Duffyfield Community Stormwater Enhancement Project.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Memorandum of Understanding, Grant Application

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: 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 type="checkbox"/> No

Additional Notes:



MEMORANDUM

TO: Mayor Jeffrey Odham, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: September 1, 2022

SUBJECT: Consider Adopting a Resolution Approving a Memorandum of Understanding for the Administration and Procedures of the Smithfield Agreement Environmental Enhancement Grant Program.

Staff applied for an Environmental Enhancement Grant (EEG) through the North Carolina Attorney General's Office in 2021. Staff submitted a request for \$200,000.00 however the city was notified that the total grant proposal funded would be in the amount of \$134,000.00; these funds will be used for the construction of a Stormwater Management and Environmental Enhancement System in the Duffyfield Community. The Board of Aldermen is asked to consider executing a Memorandum of Understanding ("MOU") of the administration and procedures of the Smithfield Agreement Environmental Enhancement Fund Grant Program.

This funding from the EEG will enable the City of New Bern to bring Phases II-III of the Duffyfield Stormwater Management and Environmental Enhancement System to fruition conserving important green space, improving water quality flowing into the Jack Smith Creek and the Neuse River, and uplifting a historic African American neighborhood by helping underserved citizen achieve greater physical and economic resiliency.

Please contact Matt Schelly at 252-639-7583 if you have questions or need additional information.

RESOLUTION

WHEREAS, the City of New Bern submitted a grant application to the Smithfield Agreement Environmental Enhancement Fund Grant Program ("EEG") through the Attorney General of North Carolina during the 2021 Grant Cycle, and the grant has been awarded. The funds received will be utilized for Phase 2 of the Duffyfield Community Stormwater Enhancement Project.

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

1. That the Memorandum of Understanding by and between the North Carolina Attorney General 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

2. That the Mayor and City Clerk are hereby authorized and directed to execute said Memorandum of Understanding for and on behalf of the City.

ADOPTED THIS 13th DAY OF SEPTEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF WAKE

City of New Bern

MEMORANDUM OF UNDERSTANDING FOR THE
ADMINISTRATION AND PROCEDURES OF THE
Smithfield Agreement ENVIRONMENTAL
ENHANCEMENT GRANT PROGRAM

This Memorandum of Understanding ("MOU") of the administration and procedures of the *Smithfield Agreement* Environmental Enhancement Fund Grant Program ("EEG") is hereby received and acknowledged on this the _____ day of _____ 2021 by City of New Bern, ("Grantee"), a North Carolina Municipal Corporation.

WITNESSETH

WHEREAS, on 25 July 2000, the Attorney General of North Carolina ("NCAG") and Smithfield Foods, Inc. and its subsidiaries ("Smithfield") entered into an agreement ("*Smithfield Agreement*") which provided, *inter alia*, that Smithfield would provide funds to be administered by the Attorney General from which funds would be paid out to projects which enhance the environment of the State ("Grant Funds"); and,

WHEREAS, Smithfield has paid over the Grant Funds, as settlor, for the purposes described above and as described in the *Smithfield Agreement*; and,

WHEREAS, it is the desire of the NCAG to comport with all applicable and relevant statutes in the discharge of the Attorney General's duties under the *Smithfield Agreement*; and,

WHEREAS, the Grant Funds will be used to enhance the environment of the entire State,

including eastern North Carolina, to obtain environmental easements, construct or maintain wetlands, and such other environmental purposes as the NCAG deems appropriate; and,

WHEREAS, the NCAG is empowered to designate organizations to receive payments from the Grant Funds for the purpose of environmental enhancement; and,

WHEREAS, the NCAG, in his capacity under the *Smithfield Agreement*, has sought to identify programs, with consultation from other applicable interested parties, as submitted under the Request for Proposals, dated April 27, 2021; and,

WHEREAS, the Grantee's proposal has been designated for funding from the Grant Funds by the NCAG, as provided for in the *Smithfield Agreement*; and,

NOW THEREFORE, Grantee acknowledges its understanding of the following terms and conditions for the administration of the Environmental Enhancement Grant Program and the procedures by which Grant Funds are distributed as specified and described in detail below.

I. Memorandum Documents and Attachments

A. Grant Documents

The Grant Administration and Procedure Documents shall consist of the following:

- | | |
|---|--------------|
| (1) This Memorandum | |
| (2) General Terms and Conditions | Attachment A |
| (3) Grantee's original proposal and proposal update if applicable | Attachment B |
| (4) Project line item budget and budget narrative | Attachment C |
| (5) Notice of Conditions | Attachment D |
| (6) Reimbursement Procedure | Attachment E |
| (7) Schedule of Required Reports | Attachment F |

B. Entire Understanding

These documents describe and constitute the entire grant administration and procedure process and supersede all prior oral or written statements.

C. Electronic Documents

This MOU and attachments are offered to Grantee by the NCAG as electronic documents. Grantee accepts the MOU and attachments as electronic documents and will give these electronic documents the same force as paper documents.

II. Precedence Among Grant Documents

In the event of a conflict between or among the terms of the Grant Documents, the terms in the Grant Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Part I. A., above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Amendments to the Understanding, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

III. Effective Period

This Project shall begin on 1 January 2022 and shall terminate after 36 months on 31 December 2024. Within three months before the termination date of the grant, Grantee may send a written request to the NCAG for a no cost extension of time. The NCAG may grant or deny Grantee's request, at its sole discretion. Extensions of time shall be made through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. Reasonable expenses related to the Project incurred before the start date in this paragraph may be allowable at the discretion of the NCAG upon written request by the Grantee.

IV. Grantee's Proposal

Grantee's Proposal shall consist of the Grant Project as described in Attachment B. The Proposal shall be completed in accordance with the approved budget in Attachment C. Grantee may submit requests for reimbursement to the NCAG for the costs it has expended to complete the Grant Project as described in Attachment B.

V. NCAG's Discretion to Direct Disbursement of Funds

The NCAG shall have the sole discretion to direct the disbursement to the Grantee in the manner and in the amounts specified in the Memorandum of Understanding for the amounts and purposes as described in Attachments B and C. The total amount that may be directed in disbursement to the Grantee per this MOU shall not exceed \$134,000.00 (One hundred thirty-four thousand dollars).

VI. Conditions Precedent

Grantee acknowledges that full and complete compliance with the terms described in the Notice of Conditions, Attachment D, is a condition precedent to any disbursement of any Grant Funds to Grantee.

VIII. Interest in Funds

Grantee denies, waives, or releases any interest, legal or equitable, created by contract, statute, or common law, which Grantee may have or Grantee may be found to have in the Grant Funds. If, upon the completion of the Grant Project, Grantee does not submit requests for disbursement, which total to the amount listed in paragraph V of this memorandum, Grantee has no expectation nor will Grantee request disbursement for any other expenditure not described in Attachments B or C.

IX. Payment Provisions

Grantee acknowledges and understands that the payment of any Grant Funds to Grantee per any Request for Reimbursement made by Grantee under this MOU are subject to the disbursement procedure as described in Grant Disbursement Procedures, Attachment E. Upon completion of the Grant Project, the Grantee shall complete a final accounting report, as described in Attachment F, within 60 days of the Grant Project completion date. If Grantee does not to complete the Grant Project, Grantee must notify NCAG and may submit a final report and request for reimbursement. The NCAG does not accept, attempt to undertake, or acknowledge any liability, obligation, or duty to Grantee by or upon the Grantee's submission of a Request for Reimbursement to the NCAG.

X. Party Designee

All notices permitted or required to be given by one Party to the other and all questions about Grant Procedures from one Party to the other shall be addressed and delivered to the other Party's Designee. The contact information for the Parties' respective initial Party Designees are set out below. Either Party may change any information in this part by giving timely written notice to the other Party.

A. <u>For the NCAG:</u>	Sarah G. Zambon
	Assistant Attorney General
	N.C. Department of Justice
If Delivered Electronically:	eeg@ncdoj.gov
If Delivered by USPS:	P.O. Box 629
	Raleigh NC 27602-0629
If Delivered by Courier:	114 W Edenton St
	Raleigh NC 27603
B. <u>For the Grantee:</u>	Matt Schelly
	Interim Director Development Srvc
If Delivered Electronically:	schellym@newbernnc.gov
If Delivered by USPS:	P.O. Box 1129
	New Bern, NC 28563
If Delivered by Courier:	300 Pollock Street
	New Bern, NC 28560

XI. Outsourcing

Grantee certifies that it has identified to the NCAG all jobs related to the Grant Project that have been outsourced to other countries, if any. Grantee will notify the NCAG upon the outsourcing of any position during the period of the Grant Project.

XII. Severability

Any portion of this MOU is necessarily severable from any other conditions or procedures therein. No part of this Memorandum of Understanding is to be construed to be in violation of any law, regulation or court order, State or federal. If any part of this MOU is interpreted to be invalid or unenforceable, the remaining provisions of this Memorandum are unaffected and survive any such determination.

XIII. Read and Understood

Each party acknowledges that it has read and understands this Memorandum of Understanding and all attached Grant Documents.

XIX. Signature Warranty

The undersigned represent and warrant that they are authorized on behalf of their principals to assent to the understanding of the procedures contained herein.

IN WITNESS WHEREOF, the Grantee and the NCAG have executed this Memorandum of Understanding in duplicate originals, with one original being retained by each party.

CITY OF NEW BERN

**NORTH CAROLINA ATTORNEY
GENERAL**

By: _____

JOSHUA H. STEIN

Name: Foster Hughes
Title: City Manager

By: _____

Name: Reuben F. Young
Title: Civil Bureau Chief

Dated: _____

Dated: _____

ATTEST

By: _____

Name: Brenda Blanco
Title: City Clerk

Dated: _____

[CORPORATE SEAL]

Attachment A

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this and attached documents. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) **"Grantee"** means a non-profit entity receiving Grant Funds; a party above signed to the Understanding hereto; and a 501(c)3 corporation under the IRS code. The definition in N.C. Gen. Stat. § 143-6.2(b) shall apply to this Understanding only to the extent permissible under the *Smithfield Agreement*.
- (2) **"Party"** or **"Parties"** means the NCAG or Grantee.
- (3) **"Grant Funds"** means funds directed by the NCAG to be disbursed from the *Smithfield Agreement* Environmental Enhancement Fund.
- (4) **"NCAG"** means the Attorney General of North Carolina, acting solely in his official capacity in the discharge of its duties under the *Smithfield Agreement*.
- (5) **"Project"** or **"Grant Project"** means the undertaking described in the proposal, as modified by the Attachments to this Memorandum. The Project shall consist of the proposal, attached hereto as Attachment B and the Line Item Budget and Budget Narrative, attached hereto as Attachments C.
- (6) **"Grant Procedure"** or **"Procedure"** means the entirety of the processes, forms, and actions described by the Memorandum.
- (7) **"Request for Reimbursement"** means the information submitted by Grantee describing the expenses incurred during the completion of the Project as described by Attachment B submitted to the NCAG for payment.
- (8) **"Disbursement"** means the payment over of grant funds to the grantee upon the direction of the NCAG.
- (9) **"Smithfield Agreement"** means the Agreement dated July 25, 2000 between the NCAG and Smithfield Foods, Inc., *et al.*
- (10) **"Audit"** means an examination of records or financial accounts to verify their accuracy.
- (11) **"Financial Assistance"** means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
- (12) **"Financial Statement"** means a report providing financial statistics relative to a given part of an organization's operations or status.
- (13) **"Grant"** means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (14) **"Non-State Entity"** has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (15) **"Single Audit"** means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (16) **"Memorandum"** or **"MOU"** means the entirety of this "Memorandum of Understanding for the Administration and Procedures of the *Smithfield Agreement* Environmental Enhancement Grant Program" including all attachments included in Section I.A. "Grant Documents" above.

RELATIONSHIPS OF THE PARTIES

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of the Project and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents

that it has, or shall secure at its own expense, all personnel required in performing the services described in the Project. Such employees shall not be employees of, or have any individual contractual relationship with, the NCAG.

Subcontracting: The Grantee shall be responsible for the performance of all of its subgrantees.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Memorandum.

Assignment: No assignment of the Grantee's Project or the Grantee's disbursements hereunder shall be permitted. However, upon written request approved by the NCAG, the NCAG may:

- (A) Forward disbursement directly to any person or entity designated by the Grantee, or
- (B) Include any person or entity designated by Grantee as a joint payee on the disbursement.

In no event shall such approval and action obligate the State or the NCAG to anyone. Grantee shall remain responsible for fulfillment of all obligations to third-parties.

Beneficiaries: Except as herein specifically provided otherwise, the terms, administrative procedures, and conditions described in this Memorandum of Understanding shall be presumed to be acknowledged and accepted by any successor to the Parties. It is expressly understood and agreed that the terms and conditions of this Memorandum, and all rights of action relating to the enforcement of any rights related to any action which may result from this Memorandum, shall be strictly reserved to the NCAG and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the NCAG and Grantee that any such person or entity, other than the NCAG or the Grantee, receiving services or benefits as a result of any actions taken as a result of the Memorandum shall be deemed an incidental beneficiary only.

INDEMNITY AND INSURANCE

Indemnification: The Grantee agrees to indemnify and hold harmless the NCAG, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of the Project.

Insurance: During the term of the Project, Grantee shall maintain adequate insurance coverage. Adequate insurance coverage is commercial insurance of such type and with such terms and limits as may be reasonably associated with the Project. As a minimum, adequate insurance has the following coverage and limits:

- (A) **Worker's Compensation** - As required by the laws of North Carolina and as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work pursuant to the Project. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work on the Project.
- (B) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (C) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in completion of the Project. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/underinsured motorist; and \$25,000.00 medical payment.

The Grantee may meet its requirements of maintaining adequate specified coverage and limits by demonstrating to the NCAG that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the NCAG. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Understanding. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations.

DEFAULT AND TERMINATION

Termination of the Grant Process: Upon successful completion of the Project or the NCAG's determination that Grantee is unlikely to complete the Project within the time described in Attachments B and C, the NCAG will cease to issue payment to Grantee upon Grantee's submission of requests for disbursement. The NCAG will notify the Grantee upon making this determination.

Waiver of Default: Waiver by the NCAG of any default or breach in compliance with the procedures described in this Memorandum by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of the Memorandum unless stated to be such in writing, signed by an authorized representative of the NCAG and the Grantee and attached to the Memorandum.

Availability of Funds: The parties to this Memorandum agree and understand that the payment of the disbursements per this Memorandum is dependent and contingent upon and subject to the availability of Grant Funds.

Grant Funds: The Grantee acknowledges that Grant Funds are the sole source of funding for this MOU and availability of funds is determined by the Attorney General.

Force Majeure: Neither party shall be deemed to be in default of any duty or obligation which might arise under this Memorandum if and so long as it is prevented from performing such obligations by any change of law, court ruling, act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties which might arise under this Memorandum shall survive the Project expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Memorandum are the exclusive property of the NCAG. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the NCAG

shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

COMPLIANCE WITH APPLICABLE LAWS

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

N.C.G.S. § 133-32 AND Executive Order 24: N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this memorandum, Grantee attests, for its entire organization and its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

CONFIDENTIALITY

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the NCAG. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Understanding.

OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records resulting from this Memorandum.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the NCAG. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Project is subject to federal policy and regulations, record

retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Memorandum has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

MISCELLANEOUS

Choice of Law: The validity of this Memorandum and any of its terms or provisions, as well as any rights and duties of the Parties, are governed by the laws of North Carolina. The Grantee, by signing this Memorandum, agrees and submits, solely for matters arising out of or concerning this Memorandum, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Memorandum and all transactions and agreements relating to or arising out of it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Memorandum may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the NCAG and the Grantee. The Grant Process is subject to modification at any time by the NCAG, upon notice to the Grantee.

The Project is subject to modification only with the NCAG's prior written approval

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Understanding violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Understanding shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of the Project.

Sovereign Immunity: The State, by action or inaction of the NCAG, through the Environmental Enhancement Grant Program's Administration or Procedures, does not waive its sovereign immunity as to Grantee or any other individual or group.

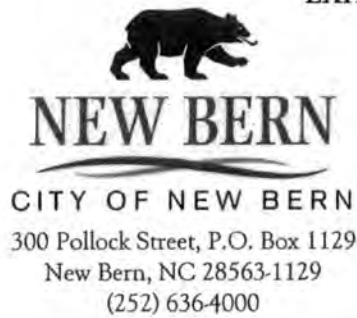
Certification Regarding Collection of Taxes: The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

Travel and Meal Expenses: Disbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of the Project shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under the Project.

Advertising: The Grantee shall not use the award of this Grant as a part of any news release or commercial advertising without the prior approval of the NCAG.

Aldermen

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



Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

May 14, 2021

Ms. Sarah Zambon
Assistant Attorney General
North Carolina Department of Justice
114 W. Edenton Street
Raleigh, NC 27603

RE: 2021 Environmental Enhancement Grant Program Letter of Intent: Duffyfield Stormwater Enhancement

Dear Ms. Zambon:

This letter serves as the City of New Bern, a 170(c)(1) governmental entity, intent to submit a request for funding through the 2021 Attorney General's Environmental Enhancement Grant Construction Program in the amount of \$200,000.00 for the Construction of a Stormwater Management and Environmental Enhancement System in the Duffyfield Community. Duffyfield, a Greater 5 Points neighborhood, is the City's most overburdened community where 89% of the population is African American and approximately 40% of residents live at or below the poverty level. The focus of the 2016 HUD Choice Neighborhood Initiative, and part of the City's Redevelopment Commission Boundary Area (N.C.G.S §160A-500), Duffyfield's land is low-lying, subject to periodic flooding and significant inundation during storm events. EEG funds will be used for Phase II-III of the natural infrastructure improvement project to convert fallow land to a community asset via the construction of a linear stormwater system. The neighborhood was built prior to stormwater control measures and the project will retrofit an approximate 60-acre urban sub-basin to current development standards, reducing impacts of periodic flooding. The wetland system will treat runoff and improve the quality of water flowing from the Jack Smith Creek Watershed into the Neuse River. Additionally, the hybrid system will form a habitat for fish, fauna and waterfowl creating a green space and park interspersed with nature trails that will beautify the Duffyfield Community and connect residents to the City's pedestrian network, improving residents' mobility and connectivity, and create educational opportunities and generate environmental awareness in the heart of the City through interpretive signage.

The City of New Bern has invested more than \$1 million, including CDBG Entitlement Funds and General Funds, in completing Phase I design, engineering, and permitting, and construction is underway, which includes upsizing the existing Biddle Street retention pond. The City has invested an additional \$87,000 to design, engineer and permit next Phases II-IV. In addition, the City received an "intent to award letter" from the Division of Water Infrastructure's Green Project Fund in the amount of \$885,000 to fund a portion of the future construction, with total project cost for remaining phases estimated at \$1.5 million.

Support from the EEG will enable the City of New Bern to bring Phases II-III of the Duffyfield Community Stormwater Management and Environmental Enhancement System to fruition conserving important green space, improving the water quality flowing into Jack Smith Creek and the Neuse River, and uplifting a historic African American neighborhood by helping underserved citizens achieve greater physical and economic resiliency.

Sincerely,

Amanda Ohlensehlen
Community and Economic Development Manager

EXHIBIT C

CONB021CR - City of New Bern			
EEG Budget Request			
Category	Line Item	Description	Budgeted
	TOTAL		\$ 134,000.00
Preconstruction Professional Services			
	1001	Preliminary Design	
	1002	Environmental Permitting & Wetland Mitigation	\$70,000
	1003	Bid Phase Services	
Construction			
	2001	Erosion Control & Grading	
	2002	Landscaping Stormwater Wetland	
	2003	Storm Drainage	\$64,000
	2004	Sanitary Sewer	
	2005	Water System	
	2006	Eligible Stormwater Park Components	

Project Name: Duffyfield Community Stormwater Enhancements Project – Phase 2

Project Narrative

Phase 2 of the Duffyfield Community Stormwater Enhancement Project expands upon Phase 1 (currently under construction) which included the expansion of an existing stormwater pond at Biddle Street and the upsizing of an existing pump station and force main that transports the water to the north side of the railroad easement. Phase 2 of the project includes utilizing frequently flooded properties acquired by the City via funding provided by the Federal Emergency Management Agency (FEMA) to construct a linear stormwater wetland that would be hydraulically connected to the expanded pond being constructed as part of Phase 1. The purpose of the linear stormwater wetland is to collect, detain, and treat runoff from the ±60-acre drainage area to mitigate and reduce the risk of flooding to surrounding properties, enhance water quality, provide an amenity to the surrounding community, and improve public safety. New Bern is financing the remainder of Phase 2 through a Clean Water State Revolving Loan Fund loan, which is administered by NC DEQ. The proposed EEG funding will go towards the environmental permitting and wetland mitigation as well as construction of the stormwater infrastructure in the Duffyfield Community on Biddle, Sampson, F, and K Streets. When completed, Phase 2 will manage runoff from a 5-year to a 10-year storm event. The designed stormwater improvements will enhance water quality in the Neuse River by reducing Total Nitrogen by 44% or 181 pounds annually, Total Phosphorus by 40% or 21 pounds annually, and Total Suspended Solids by 70% or 7842 pounds annually.

Budget Line Items

Pre-construction Professional Services: Environmental Permitting and Wetland Mitigation - \$70,000

This activity includes necessary environmental permitting and wetland mitigation activities needed for this project. This includes wetland and stream delineation work that is jurisdictional to the US Army Corps of Engineers as well as applying for general stormwater permits and land disturbance permits.

Project Labor: Construction – \$64,000

This activity includes the construction of designed and permitted stormwater infrastructure associated with the proposed linear stormwater wetland. The construction subcontractor has not yet been determined for this project but will be selected through a bid process. To qualify, the selected subcontractor must hold a North Carolina general contractor license, have experience installing Stormwater Control Measures (SCMs), and possess \$1 million in liability insurance. Subcontractors must also be willing to attend a pre-construction meeting and follow the established project timeline. Those subcontractors located within 20 miles of the project will be given higher priority.

Attachment D

Notice of Conditions

- I. **The following are conditions precedent to the disbursement by the NCAG of any Grant Funds to Grantees at any time under the Environmental Enhancement Fund Grant Program. The NCAG will not disburse any funds under the MOU until Grantee shall provide the NCAG with documentation describing the following:**
 - A. Grantee has been determined to be a tax-exempt organization by the U.S. Internal Revenue Service
 - (1) Grantee shall submit a copy of the IRS determination letter confirming Grantee's tax-exempt status;
 - B. Grantee is a non-profit corporate entity recognized by the State of North Carolina.
 - (1) Grantee shall submit a copy of the Articles of Incorporation and Bylaws of the Grantee, together with any amendments thereto, or such other organizational documents as the NCAG deems necessary to verify that the Grantee is a non-profit corporation whose primary purpose is to promote the research, study, protection and/or conservation of natural, recreational, or historic resources, plant and animal life thereon and lands with significant open space, scenic, natural, cultural, recreational and historic values, and;
 - (2) Grantee shall submit a copy of the Certificate of Existence issued by the Office of the Secretary of State of North Carolina;
 - C. Grantee's designees have the authority to bind Grantee as to the knowledge of the procedures contained herein.
 - (1) Grantee shall submit a certified copy of corporate resolutions authorizing the officers of the Grantee to execute and complete the Project as described in this Understanding;
 - D. Grantee has a written conflict of interest policy.
 - (1) Grantee shall submit a copy of Grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of Grant funds and shall include actions to be taken by Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.
 - E. Grantee has adequate insurance coverage.
 - (1) Grantee shall maintain, at its own cost, adequate insurance coverage as described in Attachment A.
 - F. Proof of the availability of matching funds, if required by the NCAG for Grant approval.

- (1) Grantee shall provide reasonable documentation of the availability of matching funds, to the determination of the NCAG.
- G. Timeliness of Submission of Quarterly Reports to the NCAG.
 - (1) Grantee shall be timely in the submission of all reports as described in Attachment F of the Memorandum of Understanding.
- II. The NCAG shall make the sole and final determination as to the sufficiency to which the Grantee has met the above conditions precedent.
- III. Grantee has the duty to inform the NCAG of any changes to the above conditions which may occur during the MOU's distribution period.

Attachment E

Grant Fund Disbursement Procedure

Grantee acknowledges that all funds paid to Grantee as shall be disbursed under the direction of the NCAG upon the submission and approval of an electronic request for disbursement, submitted by Grantee with supporting documentation, in conformance with the Projected Budget materials, Attachment C. Upon review and approval, the NCAG shall direct Grantee payments for all expenditures incurred by Grantee in the completion of the Project. The NCAG shall not disburse funds to Grantee unless the request for reimbursement complies with the following:

I. Request for Reimbursement

- A. Grantee may submit requests for reimbursement monthly by email to EEG@ncdoj.gov.
- B. Supporting documents shall accompany each reimbursement request.
- C. Requests made after the 15th of the month can be reimbursed no sooner than the end of the following month.
- D. Upon the NCAG's determination, the NCAG shall direct the disbursement of Grant Funds to Grantee. The NCAG retains the sole and final discretion as to the disbursement's amount and manner.
- E. If the NCAG determines that some or all of a request for reimbursement should not be paid, the NCAG shall provide notice to the Grantee of the determination and the reasons for the determination. The Grantee may request a new determination by the NCAG and may submit additional supporting materials. Any decision to provide a new determination or any consideration of additional supporting materials is within the sole discretion of the NCAG.
- F. Upon disbursement to Grantee, Grantee has full control and interest in the money paid.

II. Projected Budget

A. Expenditure Compliance

- (1) All expenditures described in the request for reimbursement shall conform with the projected budget materials contained in Attachment C.
- (2) All expenditures described in the request for reimbursement shall be related to the Grant Project.

B. Modifications

- (1) Grantee shall submit requests for modification of the Projected Budget to the NCAG in writing within 30 days of the anticipated date that the additional funds would be expended by Grantee.
- (2) Grantee shall submit a request for modification of the Projected Budget for all changes in the projected line item budget for any which totals the lesser of \$2,500 or 25% of the line item amount.

C. Reserve Fund

- (1) A minimum of 10% of the total grant award shall be allocated into a reserve fund. -

III. Reasonability of Expenditures

- A. All expenditures contained in the request for reimbursement must be reasonable.
- B. The NCAG solely shall have discretion to determinate an expenditure's reasonability.

IV. Supporting Materials

- A. Each expenditure shall be accompanied with appropriate supporting materials, which shall include invoices, receipts, or other materials.
- B. Supporting documentation for professional services shall include the professional's name, an hourly salary rate, and an itemized list of services provided to Grantee.
- C. Supporting documentation for labor may be calculated at a percentage of work completed or hourly.
- D. Meals and travel are reimbursed at the State of NC rate or the actual cost, whichever is lower. Any meal reimbursement must include the names of the individuals eating and the location, date, and time of the meal. If the NCAG determines, at its own discretion, that the supporting materials for a food or travel reimbursement are insufficient, the NCAG may choose to exclude those expenses and ask the Grantee to resubmit its request for the next reimbursement period.

V. Final Payment Upon Completion

- A. The Grantee acknowledges that a sum equal to ten percent (10%) of the total amount of the Grant Funds will not be disbursed until the completion of the Grant Project, including the Grantee's submission to the NCAG of a final report on the Project.

VI. Approval of Budget Modifications

- A. All requests for modification of the materials contained in, Attachment C, including the line item budget and budget narrative must be submitted in writing.
- B. The NCAG solely shall have the discretion to approve any requests to modify Grantee's projected budget.

This Memorandum is intended to describe the administration and disbursement procedure related to the Project described in Attachment B for the duration described in the Memorandum. The NCAG has no obligation to seek additional funds, approve future grant requests or provide other support to the Grantee, except as herein provided.

Attachment F

Grantee Reporting

Grantee's full and timely compliance with this Attachment is a Condition Precedent to Disbursement as described in Attachment D. Grantee shall fully and timely submit the following to the NCAG:

I. Quarterly Reports

- A. Grantee shall send a quarterly report to the NCAG on the first day of January, April, July and October of each year until the Project is completed or the NCAG determines that the Grantee will fail to complete the Project. No reimbursement requests will be reviewed or submitted for payment unless there is a quarterly report for the most recent quarter.
- B. Requirements
 - (1) Total Expenditures to Date
 - (2) Estimated Date of Project Completion
 - (3) Estimated Overruns/Underruns
 - (4) Summary of Project Activities Completed to Date

II. Final Report

- A. Grantee shall submit a final report detailing the work completed by Grantee for the duration of the Grant period. This report should include, as relevant, a narrative of work completed, an estimate of environmental impact, applicable benchmarks and whether they were met, multimedia documentation, a final accounting of all EEG monies spent, and any other reasonably relevant materials, as determined by the NCAG, necessary to document the completeness of the project. The 10% reserve fund shall not be reimbursed to the Grantee until the final report is received and approved.

AGENDA ITEM COVER SHEET

AGENDA ITEM TITLE: New Bern Police Department Memorandum of Understanding (MOU) with Craven County Sexual Assault Response Team (SART)

Date of Meeting: 9/13/2022	Ward # if applicable: NA
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NBPD is seeking to formalize its relationship with several other regional stakeholders in creating and maintaining representation on this response team.
Actions Needed by Board:	Agree to the conditions set forth in the MOU.
Backup Attached:	Memorandum, MOU, SART Brochure, Resolution

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

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen
From: Chief Patrick Gallagher
Date: September 3, 2022
Subject: MOU with Craven County Sexual Assault Response Team (SART)

The New Bern Police Department has joined several other stakeholders throughout the region to help provide services to victims of sexual assault. Others who have partnered with us include but not limited to, Craven County Sheriff's Office, District Attorney's Office, CarolinaEast Medical Center, Department of Social Services, Coastal Women's Shelter, the U.S. Marine Corp, and Promise Place.

Sexual assault can happen to anyone, with any background, at any point in their lifetime. This encounter may leave individuals feeling helpless, vulnerable, and frightened. There is a delicate balance to gain information while building trust between the victim and law enforcement.

We recognize that victims of sexual assault are likely to encounter one or all the following: law enforcement, medical professionals, advocates, prosecutors, counselors, and other representatives from a host of different organizations. Providing a holistic approach that helps victims navigate through the process of recovery is the aim of SART and its members.

The MOU attached to this memorandum provides guidance for each agency with respect to their individual responsibilities as it relates to the working relationship between each party. Nothing in this MOU binds the New Bern Police Department or conflicts with statutory requirements or violates our core values.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

RESOLUTION

THAT WHEREAS, the Chief of Police and the City Manager have recommended the adoption of a Memorandum of Understanding ("MOU") with the Craven County Sexual Assault Response Team ("SART"); and

WHEREAS, the Board deems it advisable to approve said MOU.

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

That the MOU between the New Bern Police Department and the Craven County Sexual Assault Response Team is hereby approved, a copy of which is attached hereto and incorporated herein by reference, and the City Manager is authorized to execute same in duplicate originals.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Memorandum of Understanding – Craven County Sexual Assault Response Team (SART)

Memorandum of Understanding
Craven County Sexual Assault Response Team (SART)

This Memorandum of Understanding (MOU) is entered into by and between Promise Place, Craven County Sheriff's Office, New Bern Police Department, Havelock Police Department, District Attorney's Office-Prosecutorial District 4, Carolina East Medical Center, Southmountain Children and Family Services Children's Advocacy Center for Craven and Pamlico Counties, Craven County Department of Social Services, Marine Corps Air Station-Cherry Point Marine and Family Programs, NCIS, Coastal Women's Shelter, Craven County Schools, Reviving Lives Ministries, and Duke University CHPIR Teen Pregnancy/Sexual Health.

Together, the Parties enter into this Memorandum of Understanding to mutually promote comprehensive services to all survivors of Sexual Assault, Rape, Trafficking, and PREA victims. Accordingly, the parties operating under this MOU agree as follows:

I. MISSION

The mission of Craven County SART is to provide a consistent, coordinated, and compassionate response to victims and survivors of sexual assault.

II. PURPOSE AND SCOPE

The Craven County SART members will review Rape, Sexual Assault, Trafficking, and PREA cases and practices to facilitate a seamless effort in recognizing and addressing gaps in services, training needs, and identifying underserved populations.

III. RESPONSIBILITIES

Each party will appoint a person to serve as an official representative of each organization in carrying out this MOU agreement.

Each party will respect the protocol and potential limitations of each signatory organization.

IV. TERMS OF UNDERSTANDING

The term of this MOU is for a period of (1) one year from the signing date and will be reviewed annually. Any organization may choose to terminate their participation to this team upon providing written notice.

Each organization of this MOU is responsible for its own expenses related to this MOU. There will not be any exchange of funds between the parties for tasks associated with this MOU.

The official representatives and each corresponding signatory organization of this MOU agree to maintain confidentiality due to the sensitive nature of material that may be discussed.

V. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the mission, purpose, and scope stated in the MOU.

Memorandum of Understanding – Craven County Sexual Assault Response Team (SART)

On behalf of the Organization I represent; I wish to sign this MOU.

Name: _____

Title: City Manager

Organization: City of New Bern

Date: _____

Name

Title

Organization

Date:

Name

Title

Organization

Date:

Name

Title

Organization

Date:

Name

Title

Organization

Date:

Name

Title

Organization

Date:

Name

Title

Organization

Date:

Craven County Partnership

CarolinaEast Health System
Department of Social Services
Craven County Sheriff's Office
Coastal Women's Shelter
New Bern Police Department
District Attorney's Office—
Prosecutorial District 4
Promise Place



NC Declaration of Rights

- (a) The right as prescribed by law to be informed of and to be present at court proceedings of the accused.
- (b) The right to be heard at sentencing of the accused in a manner prescribed by law, and at other times as prescribed by law or deemed appropriate by the court.
- (c) The right as prescribed by law to receive restitution.
- (d) The right as prescribed by law to be given information about the crime, how the criminal justice system works, the rights of victims, and the availability of services for victims.
- (e) The right as prescribed by law to receive information about the conviction or final disposition and sentence of the accused.
- (f) The right as prescribed by law to receive notification of escape, release, proposed parole or pardon of the accused, or notice of a reprieve or commutation of the accused's sentence.
- (g) The right as prescribed by law to present their views and concerns to the Governor or agency considering any action that could result in the release of the accused, prior to such action becoming effective.
- (h) The right as prescribed by law to confer with the prosecution.

Craven County Sexual Assault Response Team Law Enforcement Guide



MISSION

Our mission is to provide a consistent, coordinated, and compassionate response to victims.

Survivor

Purpose

Sexual assault can happen to anyone, with any background, at any point in their lifetime. This encounter may leave individuals feeling helpless, vulnerable, and frightened. There is a delicate balance to gain information while building trust between the victim and law enforcement.

Each individual has the right to decide whether or not to report this event. Each individual may come in contact with the following agencies at any point in time:

- **Law enforcement**
- **Medical staff**
 - Medical Exam
 - Paying for medical care
 - Follow-up medical care
- **Advocates**
- **Prosecutors/District Attorney's Office**
- **Counselors**

Responsibilities

- ⇒ Secure the scene and limit access.
- ⇒ Call EMS to treat victim(s) if needed.
- ⇒ Per department policy, notify supervisor and investigators to respond (review and complete department checklist).
- ⇒ Be cognizant of scene safety.
- ⇒ Contact a Victim's Advocate as soon as practicable.
- ⇒ Attempt to locate any surveillance camera, if applicable.
- ⇒ Provide a case number after the incident.

Reporting

Gathering facts

In general, law enforcement should consider reframing

- questions that start with "why";
- directives such as "explain to me..."; and
- requests for a chronological account with prompts such as "and then what happened?", IACP Successful Trauma Informed Victim Interviewing

Interacting with Survivors

- ⇒ Be mindful of your own mannerism and demeanor during interaction.
- ⇒ Attempt to establish rapport with the victim.
- ⇒ Commend the victim for reporting the crime. Attempt to comfort through the process.
- ⇒ Recognize trauma
- ⇒ Clearly explain the process.
- ⇒ Limit preliminary interview to basic questions.
- ⇒ Identify and isolate potential witnesses.
- ⇒ Document victim/suspect appearances.
- ⇒ Ask victim about strangulation.
- ⇒ Explain that the criminal investigation pro-

Medical

- Have you received medical treatment? If not, would you like to go to the hospital?
- A victim can go to the hospital to receive treatment and still refuse an examination.
- Collect Sexual Exam Assault Collection Kit must be collected and submitted to NC SBI Laboratory.

Resources

Law Enforcement

New Bern Police Department

601 George Street, New Bern, NC
252-672-4100

Craven County Sheriffs Office

1100 Clark Road, New Bern, NC
252-636-6620

Prosecution

District Attorney's Office

310 Broad St., New Bern, NC
252-639-3010

Magistrate Office

1100 Clarks Rd., New Bern, NC
252-639-3015

Medical

CarolinaEast Medical Center

2000 Neuse Blvd., New Bern, NC
252-633-8111

Social Services

Department of Social Services

2818 Neuse Blvd., New Bern, NC
252-639-4900

Coastal Women's Shelter

1333 S. Glenburnie Rd., New Bern, NC
252-633-2767

Advocacy and Mental Health

Promise Place

1401 Park Ave., New Bern, NC
252-636-3381

Craven & Pamlico Counties Children's Advocacy Center of Southmountain Children and Family Services

506 Pollock St., New Bern, NC
252-269-9841

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the NBAMPO 5303 Grant Contract with the NC Department of Transportation.

Date of Meeting: September 13, 2022	Ward # if applicable: N/A
Department: Development Services / MPO	Person Submitting Item: Kim Maxey, MPO Administrator
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City of New Bern, on behalf of the New Bern Area Metropolitan Planning Organization (NBAMPO), is identified as the direct recipient of Section 5303 Federal Transit Administration Urban Planning Funds. The funds are managed by the NCDOT Public Transportation Division (PTD). Every year NCDOT-PTD requires that the MPO Lead Planning Agency (City of New Bern) elected officials approve a Resolution authorizing their representative to sign the Grant Agreement with NCDOT, to receive such funds. For Fiscal year 2023, the total 5303 allocation is \$55,146.56 with a Federal and State share of \$49,691.90 and local share of \$5,514.66 to be provided by NBAMPO's participating member agencies as described in attached memo.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Grant Contract

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: \$3,059.53 Local Match Share for the City of New Bern
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: THE CONTRACT MUST BE ELECTRONICALLY SIGNED BY THE CITY MANAGER VIA DOCUSIGN AND INCLUDE THE RESOLUTION.



Transportation Advisory Committee (TAC)

John Kirkland
Chairman

Jeffrey Odham
Vice-Chairman

March 25, 2022

Memorandum

To: TAC Members, New Bern Area MPO
Bridgeton
Delane Jackson, Town Manager, River Bend
Town Clerk, Trent Woods
Foster Hughes, City Manager, New Bern
Jack B. Veit III, Manager, Craven County

From: Kim Maxey, MPO Administrator

Subject: FY 2023 MPO Funding and Local Match

As of March 24, 2022, the New Bern Area MPO Transportation Advisory Committee unanimously approved the FY 2023 Unified Planning Work Program.

The 104f Federal Highway Planning grant request is for \$182,700, with a required local match of \$45,675, for a total of \$228,375 programmed for FY 2023. The 5303 Federal Transit Planning grant request is for \$44,177.25 with a State match of \$5,514.66 and a required local match of \$5,514.66 for a total of \$55,146.56 programmed for FY 2032. The combined required local match is \$51,190.

Please use the following amounts when including the MPO's local match in your jurisdiction's FY 2023 annual budget:

FY 2023 104 f and 5303 Local Match	Jurisdiction	% of UZA	FHWA Cost Share	FTA Cost Share	Total Cost Share
\$51,190	New Bern	55.48%	\$25,340.49	\$3,059.54	\$28,400.02
	River Bend	5.94%	\$2,713.10	\$327.57	\$3,040.67
	Trent Woods	8.14%	\$3,717.95	\$448.89	\$4,166.84
	Bridgeton	0.84%	\$383.67	\$46.32	\$429.99
	Craven County	29.60%	\$13,519.80	\$1,632.34	\$15,152.14

Please contact me at 639-7592 or via email at maxeyk@newbernnc.gov if you require additional information.

**RESOLUTION
AUTHORIZING THE CITY OF NEW BERN
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the State of North Carolina is the Designated Recipient of Section 5303 Federal Transit Administration (FTA) Planning Funds; and

WHEREAS, the City of New Bern, on behalf of the New Bern Area Metropolitan Planning Organization (NBAMO) has been identified as the Direct Recipient of Section 5303 FTA Planning Funds.

NOW THEREFORE, BE IT RESOLVED that the New Bern City Manager is hereby authorized to enter into contracts with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division that address Section 5303 FTA Planning Funds.

This the 13th day of September, 2022.

The motion to adopt this Resolution was made by Alderman _____,
seconded by Alderman _____ and passed by a vote of ____ to ____.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

**CITY OF NEW BERN
On behalf of
NEW BERN AREA METROPOLITAN
PLANNING ORGANIZATION**

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

5303 METROPOLITAN PANNING GRANT PROGRAM

Federal Award Identification

Application Number: **1000013272**
NCDOT Project Number: **23-08-125**
Approved Indirect Cost Rate: **N/A**
FAIN Number(s):
CFDA Number: **20.505**
DUNS Number / UEI Number: **075547208 /
CKYTDKAT93Z3**
Total Amount of Award: **\$55,147**

.....
Federal Funded Programs:

- ☒ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Program Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF NEW BERN on behalf of NEW BERN AREA METROPOLITAN PLANNING ORGANIZATION**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2022 to June 30, 2023**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **The City of New Bern, operating as the New Bern Area MPO, is requesting funds for transit planning in the MPO area.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. **Amendment.** Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **FIFTY-FIVE THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS (\$55,147)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Planning WBS	Planning Total	Planning Federal (80%)	Planning State (10%)	Planning Local (10%)
36230.42.9.6	\$55,147	\$44,117	\$5,514	\$5,516
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$55,147	\$44,117	\$5,514	\$5,516

6. Project Expenditures, Payments, and Reimbursement

- a. **General.** The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. **Reimbursement Procedures.** The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
- ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of

agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project

- iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the

subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23®, stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.
- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any

way would affect the continuing Federal and State interest in that Project property.

- (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
- (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance

requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

® Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323®, and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: _____
Title: _____
Agency: _____
Address: _____
Email: _____
Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

CITY OF NEW BERN
On behalf of
New Bern Area Metropolitan
Planning Organization

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2023

BY:

TITLE:

CITY MANAGER

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

**DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**

ATTEST:

TITLE:

Attachment

Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 23-08-125

APPROVED BUDGET SUMMARY

EFFECTIVE DATE 07/1/2022

PROJECT SPONSOR: CITY OF NEW BERN

PROJECT DESCRIPTION: FY23 METROPOLITAN PLANNING PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING - 36230.42.9.6 \$55,147
PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

		TOTAL	FEDERAL	STATE	LOCAL
PLANNING -	36230.42.9.6	100%	80.00%	10.00%	10.00%
AGREEMENT		\$55,147	\$44,117	\$5,514	\$5,516
TOTAL		\$55,147	\$44,117	\$5,514	\$5,516

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 23-08-125
SPONSOR: CITY OF NEW BERN
WBS: 36230.42.9.6

DEPARTMENT 4526 - PLANNING I			APPROVED
<u>OBJECT</u>	<u>TITLE</u>		<u>BUDGET</u>
M302	442100-PROG SUPT ADMIN		4,000
M304	442301-L-RNG TRN PLN SYS		5,647
M305	442302-L-RNG TRN PLN PROJ		3,000
M306	442400-S-RNG TRNSP PLN		7,500
M313	442700-OTHER ACTIVITIES		35,000
	TOTAL PLANNING		55,147

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

TRANSPORTATION DEMAND MANAGEMENT FEDERAL, STATE

Administration, Operating

PRINCIPLE	The Transportation Demand Management Program (TDM) is intended to provide financial support for operating and in some cases administrative costs of transportation demand management programs promoting alternative transportation options to the single occupant vehicle.
ELIGIBLE SUBRECIPIENTS	Organizations must be public bodies responsible for promotion of TDM activities and may also provide services such as carpool/vanpool matching and vehicles for use in vanpooling. It is the intent of this program to fund only one organization per region. Eligible entities within a region are encouraged to partner together to provide TDM programming. This program may be funded with State funds or Federal Congestion Mitigation and Air Quality (CMAQ) in nonattainment or maintenance areas measured by ozone and CO pollutants or state funds.
ELIGIBLE SERVICE and SERVICE AREA	<p>The following activities are eligible if they are explicitly aimed at reducing single occupancy vehicle (SOV) travel and associated emissions: fringe parking, traveler information services, shuttle services, guaranteed ride home programs, carpools, vanpools, traffic calming measures, parking pricing, variable road pricing, telecommuting/teleworking, employer-based commuter choice programs.</p> <p>The CMAQ funds may support capital expenses and, as discussed in Section VII.A.2, of the Interim Program Guidance up to five years of operating assistance to administer and manage new or expanded TDM programs. Marketing and outreach efforts to expand use of TDM measures may be funded indefinitely, but only if they are broken out as distinct line items.</p> <p>Eligible telecommuting activities include planning, preparing technical and feasibility studies, and training. Construction of telecommuting centers and computer and office equipment purchases should not be supported with CMAQ funds.</p>
FINANCIAL CAPACITY and MANAGEMENT	Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients who expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a capital item purchased by PTD on the subrecipients behalf must be considered when determining whether a subrecipient meets the threshold for a single audit.
PROGRAM REPORTING	NCDOT Public Transportation Division requires quarterly and year-end reports. The Program Status Reports are to be submitted with each claim.
OVERSIGHT	Oversight is performed through site visits by staff and quarterly reports.
OTHER	NCDOT PTD has developed a quarterly Performance Scorecard to measure its

PROGRAM SUMMARY SHEET REQUIREMENTS

REQUIREMENTS	performance over time and across four strategic areas. Developing a similar scorecard for the Statewide TDM Plan provides a consistent means of assessing regional TDM performance, while maintaining a streamlined and efficient means of reporting performance. It includes general goals resulting from the TDM Plan Update process and suggested performance measurements allowing for flexibility in designated specific strategies and tactics best suited for each regional TDM program. This scorecard is to be submitted quarterly to PTD.
REFERENCES	<u>Interim Program Guidance</u> <u>NC Public Transportation Business Guide</u> <u>NCDOT PTD TDM Application</u> <u>09 NCAC 03M</u> <u>FHWA and FTA Guidance and Circulars</u> Certifications and Assurances Agreement Terms and Conditions
UPDATES/REVISIONS	Original Date: 4/16/2018 Last Amended Date:



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 13, 2022

Mr. Mark A. Stevens, City Manager
City of New Bern
P. O. Box 1129
New Bern, NC 28563-1129

RE: FY2023 Metropolitan Planning Program (Section 5303)
Project No. 23-08-125
WBS Element No: 36230.42.9.6
Period of Performance: 7/1/2022 – 6/30/2023

Dear Mr. Stevens:

On May 5, 2022, the Board of Transportation approved your organization's request for a FY23 Metropolitan Planning Program Grant in the amount of \$55,147. The agreement to be executed between City of New Bern and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: 919-707-2600
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website : www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance for the Demolition of 1041 Main Street.

Date of Meeting: 9/13/2022	Ward # if applicable: Ward 1
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: N/A

Explanation of Item:	Staff is seeking approval of an Ordinance to demolish the structure located at 1041 Main Street.
Actions Needed by Board:	Adopt Ordinance
Backup Attached:	Memo, Ordinance, Chronological Order of Events, Map

Is item time sensitive? ☐ Yes ☐ No

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

Cost of Agenda Item:

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

Additional Notes:



MEMORANDUM

TO: Mayor Jeffrey Odham, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: September 1, 2022

SUBJECT: Consider Adopting an Ordinance for the Demolition of 1041 Main Street.

Staff is seeking approval of an ordinance to demolish the structure located at 1041 Main Street.

Staff sent the owners of record on an initial minimum housing letter on August 6, 2021, complaining and alleging to the owners that the dwelling located at 1041 Main Street is unfit for human habitation. Staff filed a complaint and notice of hearing on October 12, 2021. The owners of record nor anyone representing the owners showed up for the scheduled hearing on October 28, 2021.

On November 1, 2021, an order of the Building Inspector was served to the owners of the dwelling to bring the dwelling back into compliance with the minimum standards established by Chapter 38 of the Code. To date no permits have been applied for and the structure remains non-compliant.

The Demolition estimate from Public Works is \$3,800, all utilities have been removed.

A complete list of chronological events related to the property as well as pictures are attached. Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

Prepared by and return to:

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

AN ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNFIT FOR HUMAN HABITATION LOCATED AT 1041 MAIN STREET IN THE CITY OF NEW BERN, NORTH CAROLINA

THAT WHEREAS, the City of New Bern properly served Manuel LeDay, Jr., and spouse if any, and Agnes LeDay, and spouse if any (collectively "Owner"), by certified mail, return receipt request, and by regular U.S. Mail on October 13, 2021, with a Notice of Hearing complaining and alleging that the dwelling owned by Owner located at 1041 Main Street in the City of New Bern, North Carolina is unfit for human habitation; and

WHEREAS, the Owner of the certain dwelling located at 1041 Main Street in the City of New Bern, North Carolina ("Subject Property") were ordered to remove or demolish the dwelling located on the Subject Property and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern no later than December 28, 2021; and

WHEREAS, the Owners have been given a reasonable opportunity to comply with the aforementioned Order of the Building Inspector; and

WHEREAS, the Owners have failed to remove or demolish the dwelling and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern, as directed in said Order.

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

Section 1. That the Building Inspector of the City of New Bern is ordered to remove

or demolish the dwelling located on the Subject Property at 1041 Main Street in the City of New Bern, North Carolina, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Section 2. That the Building Inspector of the City of New Bern is ordered to sell the materials of the dwelling that are salvageable and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited with the Clerk of Superior Court of Craven County, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Section 3. That this ordinance shall be in full force and effect from and after its adoption.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

A certain tract or parcel of land in Number Eight (8) Township, Craven County, North Carolina, particularly described as follows:

All that certain tract or parcel of land in No. 8 Township, Craven County, and in the city of New Bern and being on the South side of Main Street, and being all that certain lot No. 1 as shown on the map entitled "Property of Joe Lipman Realty, Co., Inc." made by Albert Bell, C.E. on October 7, 1949 and recorded in the Office of the Register of Deeds of Craven County in Map Book 3, Page 92, to which reference is hereby made for a complete and accurate description of said lots. The house situate on said lot being No. 1041 Main Street according to the Postal Enumeration of house for the City of New Bern.

CHRONOLOGICAL ORDER OF EVENTS

1041 Main St

(Parcel ID # 8-007-069)

DATE _____

EVENTS

[illegible]

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

CITY OF NEW BERN,

v.

MANUEL LEDAY, JR, AND SPOUSE, if
any,

Defendant- Owner

AGENES LEDAY, AND SPOUSE, if any,
Defendant- Owner

ASSOCIATES FINANCIAL SERVICES
OF AMERICA, INC

Lienholder

CITIFINANCIAL SERVICES, INC

Lienholder

CRAVEN COUNTY, CITY OF NEW
BERN,

Lienholder

FILED

2021 OCT 12 A 10:06

CRAVEN COUNTY, C.S.C.

Plaintiff
BY CMD

BEFORE THE BUILDING INSPECTOR
OF THE CITY OF NEW BERN

File No. 21M231

COMPLAINT

(Residential Building or Structure)
(Dwelling Unfit for Human Habitation)

AND

NOTICE OF HEARING/
NOTICE OF LIS PENDENS

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. In accordance with North Carolina General Statutes Section 160D-1203 and Chapter 38 of the Code of the City of New Bern ("Chapter 38"), the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified herein has been properly maintained so that the safety and health of its occupants are not jeopardized for failure of the property to meet the minimum standards established by Chapter 38 and to determine if the dwelling identified is unfit for human habitation.

2. The preliminary investigation has disclosed that there is a basis for believing that the residential building or structure located at 1041 Main Street, New Bern, North Carolina, which bears Craven County parcel identification number 8-007-069, is in violation of the minimum standards established by Chapter 38 and is unfit for human habitation as evidenced by the following:

a. The roof has not been properly maintained allowing the entrance of moisture.

b. The interior of the dwelling has not been properly maintained resulting in damage to walls and damage to ceiling.

c. The electrical system has not been properly maintained resulting in signs of damage to various electrical receptacles and or missing components of interior electrical system to include missing the required Ground Fault Circuit Interrupter (GFCI) outlets and or circuit breakers. The dwelling does not have electrical services.

d. The dwelling does not have the ability to produce hot water for any sanitary reasons.

e. The dwelling does not have a mechanical system capable of maintaining required internal temperature required of a dwelling unit.

f. The dwelling does not have water and sewer services.

g. The dwelling does not have smoke detectors.

h. The dwelling has not had the yard maintained, allowing the grass, trash, and debris to grow higher than required and not picked up. This causing a nuisance and or hazard to the community.

3. A hearing will be held on the **28th Day of October 2021, at 2:00 p.m.** in the office of the City Building Inspector located at 303 First Street, New Bern, North Carolina 28560.

4. You have the right to file an answer to this Complaint by writing to the Building Inspector of the City of New Bern, P.O. Box 1129, New Bern, NC 28563-1129.

5. You have the right to appear at the above-scheduled hearing, in person or otherwise, and give testimony.

6. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the City Building Inspector.

7. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter, improve, vacate and close, or remove or demolish the structures and clear the debris therefrom, as appears appropriate. Failure to comply with an Order of the Building Inspector will result in the assessment of the following civil penalties as required by Code Section 38-5 of the Code of Ordinances of the City of New Bern:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration;
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional thirty (30) days, or fraction thereof, for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 12st Day of October 2021.

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
(252) 639-2943

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

CITY OF NEW BERN,

v.

MANUEL LEDAY, JR, AND SPOUSE, if
any,

Defendant- Owner

AGENES LEDAY, AND SPOUSE, if any,
Defendant- Owner

ASSOCIATES FINANCIAL SERVICES
OF AMERICA, INC

Lienholder

CITIFINANCIAL SERVICES, INC

Lienholder

CRAVEN COUNTY, CITY OF NEW
BERN,

Lienholder

FILED

2021 NOV -1 P 1:26

CRAVEN COUNTY, C.S.C.

BY ~~Plaintiff~~

BEFORE THE BUILDING INSPECTOR
OF THE CITY OF NEW BERN

File No. 21 M 231

ORDER OF THE

BUILDING INSPECTOR

OF THE

CITY OF NEW BERN

THIS MATTER came on to be heard and was heard before the undersigned Building Inspector of the City of New Bern, at a hearing in the office of the Building Inspector of the City of New Bern on the 28th Day of October 2021; and

UPON HEARING evidence and testimony in this matter, the Building Inspector of the City of New Bern found the following facts:

1. Patrick J Ezel, Building Inspector, Minimum Housing Officer appeared on behalf of the City of New Bern. Greg Holmes, City of New Bern was also present. Matthew Boswell, City of New Bern oversaw the proceedings.

2. The following were properly notified but not present, Manuel Leday Jr and spouse if any, Agenes Leday and spouse if any, Associates Financial Services of America Inc, Citifinancial Services Inc, Foster Hughes, and Arey W Grady III.
3. Manuel Leday Jr. and spouse if any and Agnes Leday and spouse if any are the real property owners located at 1041 Main Street, New Bern, North Carolina, and further identified by Craven County Tax Identification number 8-007-069.
4. The dwelling located at 1041 Main Street, New Bern, North Carolina does not meet the Minimum housing standard set forth in Chapter 38 of the City of New Bern's Ordinance due to deterioration and defects, increasing the hazard of fire, accidents, or other calamities. The deficiencies are set forth in the Complaint (Residential Building or Structure) (Dwelling Unfit for Human Habitation) and Notice of Hearing/Notice of Lis Pendens.
5. The dwelling is presently vacant and is to remain vacant until this order is cancelled. The dwelling is currently located in the AE flood zone with base flood elevation (BFE) of 9 foot, the panel number is 3720558000K.
6. It is the opinion of the Inspections Department of the City of New Bern that the dwelling cannot be repaired, altered, or improved to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern at a cost less than seventy-five (75%) percent of the value, and, therefore, it is a **dilapidated** dwelling as defined by Chapter 38 of the Code of the City of New Bern. As a result, thereof, no one shall reside in or occupy said dwelling.
7. The aforesaid dwelling must remain vacated, closed, secured, and must be repaired, altered, improved or demolished/removed to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern.

8. The Subject dwelling shall require work to be performed by subcontractors to bring it into compliance with the minimum standards established by Chapter 38 of the Code of the City of New Bern. All work such as electrical, plumbing, gas, heating, and air conditioning shall be performed by persons licensed by the State of North Carolina to perform such work and shall be inspected as required by law. Electrical service will only be provided with a temporary service pole or a generator with city noise restrictions applying.

9. After finding the aforementioned facts, the Building Inspector ordered that the Owner (s) shall:

a. Repair, alter, improve, or remove/demolish said dwelling to comply with the minimum standards, established by Chapter 38 of the Code of the City of New Bern no later than **28 December 2021**.

b. Ensure all permits are obtained prior to work beginning.

c. Ensure that all work for mechanical, plumbing, gas, and or electrical work shall be performed by persons licensed by the State of North Carolina to perform such work, and that all such work is inspected as required by law.

d. Ensure that lead paint, if any, on the exterior of said dwelling is abated in compliance with the regulations enforced by the Craven County Health Department.

e. Property and structure (s) to be brought into compliance with Article XVI of the Appendix A of the Land Use Ordinance of the City of New Bern, which is commonalty, called the Flood Plain Ordinance.

f. Shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration;

- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 28th Day October 2021

Patrick J Ezel

Patrick J Ezel
Building Inspector
Minimum Housing Officer
City of New Bern
252-639-2943

Certificate of Service

Re: 1041 Main Street, New Bern, NC

I hereby certify that on the 1st Day of November 2021, I served a copy of the foregoing **Order of the Building Inspector** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Manuel Leday, Jr
8118 Grissom Place
San Antonio, TX 78251

Spouse of Manuel Leday, Jr
8118 Grissom Place
San Antonio, TX 78251

Agnes Leday
8118 Grissom Place
San Antonio, TX 78251

Spouse of Agnes Leday
8118 Grissom Place
San Antonio, TX 78251

Associates Financial Services of America,
Inc.
309 St Paul Place
Baltimore, MD 21202
Craven County
c/o Arey W. Grady, III
244-A Craven St
New Bern, NC 28560

CitiFinancial Services, Inc
309 St Paul Place
Baltimore, MD 21202

I further certify that on this 1st Day of November 2021, I personally delivered a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens to the following persons at the addresses indicated:

Foster Hughes, City Manager
City of New Bern
300 Pollock Street
New Bern, NC 28560

1-Nov-2021

File # 21 M231
Dilapidated
exp 28 Dec 2021

Certificate of Service

Re: 1041 Main Street, New Bern, NC

I hereby certify that on the 1st Day of November 2021, I served a copy of the foregoing **Order of the Building Inspector** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Manuel Leday, Jr *Res
Cert*
8118 Grissom Place
San Antonio, TX 78251
7020 0090 0002 2021 9882

Agnes Leday *Res
Cert*
8118 Grissom Place
San Antonio, TX 78251
7020 0090 0002 2021 9905

Associates Financial Services of America, Inc. *Res
Cert - RFS*
309 St Paul Place
7020 0090 0002 2021 9929

Craven County
c/o Arey W. Grady, III *Res
Cert - Del 11-3-2021*
244-A Craven St
New Bern, NC 28560
7020 0090 0002 2021 9943

Spouse of Manuel Leday, Jr *Res
Cert*
8118 Grissom Place
San Antonio, TX 78251
7020 0090 0002 2021 9899

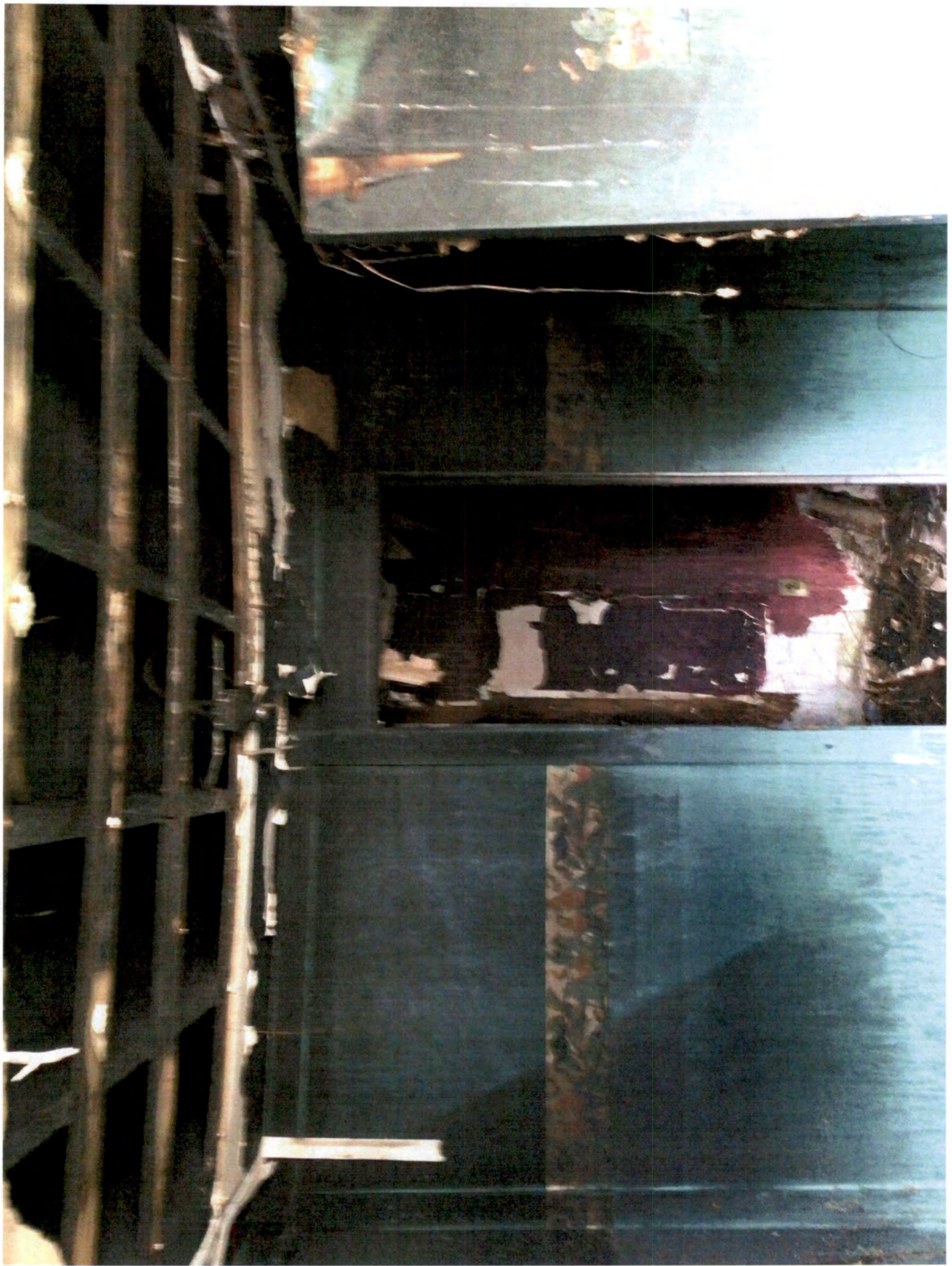
Spouse of Agnes Leday *Res
Cert*
8118 Grissom Place
San Antonio, TX 78251
7020 0090 0002 2021 9912

CitiFinancial Services, Inc *Res
Cert - RFS*
309 St Paul Place
Baltimore, MD 21202
7020 0090 0002 2021 9936

I further certify that on this 1st Day of November 2021, I personally delivered a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens to the following persons at the addresses indicated:

Foster Hughes, City Manager
City of New Bern
300 Pollock Street
New Bern, NC 28560

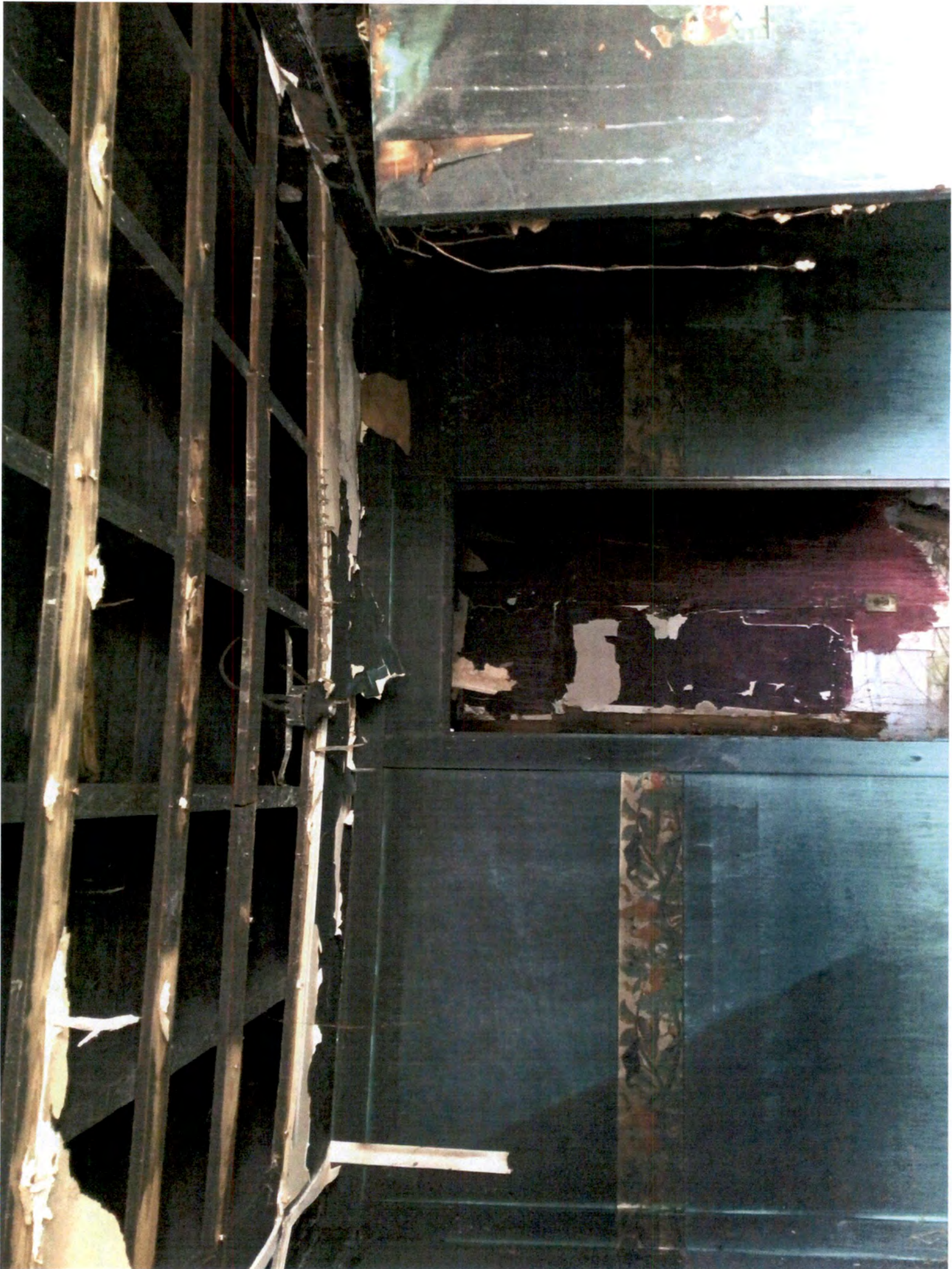














Proposed Demolition Context Map: 1041 Main St



Property
Site

Current Owner(s): Leday,
Manuel, Jr & Agnes
Address: 1041 Main St
Acres: 0.039
Parcel ID: 8-007-069



1 inch = 40 feet

0 20 40 80 Feet

Imagery 2021

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor Jeffrey Odham

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to Friends of Firemen's Museum

In 2021, Mayor Dana Outlaw reappointed Bill Frederick to the Friends of the Firemen's Museum Board. Mr. Frederick was a longtime member of the Board and served it well. Unfortunately, he passed away in June. You are asked to make a new appointment to fill the remainder of his term, which will expire on April 22, 2024.

/beb

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham

Mayor

Foster Hughes

City Manager

Brenda E. Blanco

City Clerk

Kimberly A. Ostrom

Director of Finance

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to Highway 17 Association

On February 27, 2018, Sabrina Bengel, in her capacity as Ward 1 Alderman, was appointed to represent the City on the Highway 17 Association Board of Directors. Now that her term has come to an end, a new appointment is needed. The association meets quarterly at 10 a.m. on the fourth Wednesday, and meetings usually conclude by noon. Meeting locations are rotated throughout the Highway 17 corridor. The next scheduled meeting is September 28th in Washington, North Carolina.

Historically, the City's appointment has been an elected official. However, the City does have the option to appoint a staff member or community leader who would be available to regularly attend the meetings and report activity to the Governing Board.

/beb

Aldermen

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Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham

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

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to New Bern-Craven County Public Library Board of Trustees

On February 13, 2018, Sabrina Bengel, in her capacity as Ward 1 Alderman, was appointed to represent the City on the New Bern-Craven County Public Library Board of Trustees. Now that her term has expired, a new appointment is needed.

The Board of Trustees consists of 10 trustees, 5 of which are appointed by the City of New Bern's Governing Board and 5 of which are appointed by the Craven County Board of Commissioners. The City and County each appoint one of its own governing board members to serve as trustee for the duration of their term of office. Other trustees serve a 6-year term.

Regular meetings are held on the first Tuesday of alternate months (February, April, June, August, October, and December) at 5:30 p.m. at the library. Any member of the Board who is absent from more than three consecutive meetings during the year shall be removed from the Board of Trustees.

The duties of the trustees consist of the following: (1) determine the policy of the library; (2) advise in the preparation of the budget, approve the budget and work to obtain the necessary funds; (3) provide and maintain adequate buildings and grounds; (4) study and support legislation which will bring about the greatest good to the greatest number of libraries; (5) cooperate with other public officials and boards; and (6) maintain vital public relations.

/beb

Aldermen

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Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor

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

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to New Bern Area Metropolitan Planning Organization – Transportation Advisory Committee

The New Bern Area Metropolitan Planning Organization ("MPO") is the region's transportation planning organization. The Transportation Advisory Committee ("TAC") is the decision-making board, comprised of representatives from each member agency and a member of the North Carolina Board of Transportation. The TAC receives guidance and recommendations from the Technical Coordinating Committee ("TCC").

Alderman Odham was appointed in 2018 to serve on the TAC. Following his election as Mayor, he resigned from this appointment effective August 4, 2022. A replacement is needed to serve in this capacity. This committee meets every other month at 11 a.m. on the fourth Thursday. Meetings are held at 303 First Street in Development Services' conference room.

/beb

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham

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

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to NC Eastern Municipal Power Agency

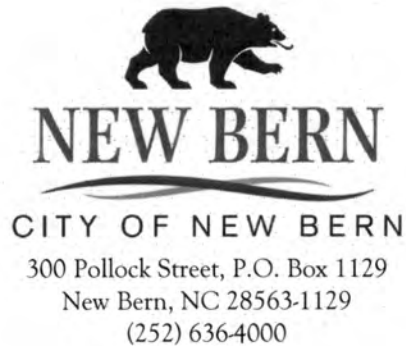
The NC Eastern Municipal Power Agency ("NCEMPA") consists of 32 municipalities in Eastern North Carolina that own and operate their own electric systems. NCEMPA was formed in 1982 to provide wholesale power to its 32 participants. While oversight of NCEMPA's operations is provided by Electricities, the agency is governed by a Board of Commissioners consisting of 14 members elected throughout North Carolina. Each participant appoints a commissioner and two alternate commissioners. Traditionally, New Bern's commissioner has been the Director of Public Utilities. Charlie Bauschard currently serves in this capacity and Foster Hughes serves as the second alternate. Former Alderwoman Jameesha Harris was appointed on June 12, 2018 to serve as the first alternate, and a new appointment is needed to replace her.

NCEMPA's Board of Commissioners meets at least three times a year. Meetings are typically held in Wilson.

/beb

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: September 1, 2022

SUBJECT: Appointment to Tourism Development Authority

Alderman Odham was appointed in 2021 to serve on the TDA Board. Following his election as Mayor, he resigned from this appointment effective August 31, 2022. A replacement is needed to serve in this capacity.

The TDA is a 9-member board that oversees the expenditures of funds generated by a 3% occupancy tax. It serves to promote and develop Craven County as a travel destination. The board meets monthly at 9 a.m. at the New Bern Visitor Center, 316 South Front Street.

/beb