CITY OF NEW BERN BOARD OF ALDERMEN MEETING NOVEMBER 22, 2022 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- 1. Meeting opened by Mayor Odham. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.
- 2. Roll Call.
- 3. Approve Agenda.

Consent Agenda

- 4. Consider Adopting a Resolution Closing Specific Streets for the Shriner's Annual Parade.
- 5. Consider Adopting a Resolution Closing Specific Streets for the 2022 New Year's Eve Block Party.
- 6. Consider Adopting a Resolution Calling for a Public Hearing to Rezone 910 and 914 Bloomfield Street.
- 7. Consider Adopting a Resolution Calling for a Public Hearing on Revisions to the Land Use Ordinance.
- 8. Consider Adopting a Resolution to Initiate the Upset Bid Process for 115 Hillmont Road.
- 9. Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax PID 8-015-023.
- 10. Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax PID 8-015-022.
- 11. Approve Minutes.

- 12. Consider Adopting a Resolution Approving an Agreement with New Bern Preservation Foundation for the Purchase and Sale of Real Property.
- 13. Consider Adopting a Resolution Approving a Contract with Midwest Maintenance, Inc. for the City Hall Repointing Project.
- 14. Consider Adopting a Resolution Approving the Sale of 806 Main Street.

- 15. Consider Adopting a Resolution to Designate American Rescue Plan Act of 2021 Funds.
- 16. Consider Adopting a Budget Ordinance Amendment for FY2022-23.
- 17. Appointment(s).
- 18. Attorney's Report.
- 19. City Manager's Report.
- 20. New Business.
- 21. Closed Session.
- 22. Adjourn.

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: Foster Hughes, City Manager

Date: November 18, 2022

Re: November 22, 2022 Agenda Explanations

- 1. Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.
- 2. Roll Call.
- 3. Approve Agenda.

Consent Agenda

4. Consider Adopting a Resolution Closing Specific Streets for the Shriner's Annual Parade.

(Ward 1) On behalf of the Sudan Shriners, Sharon Evans has requested the 400-800 blocks of George Street and 400-600 blocks of Broad Street be closed from 10 a.m. until 2 p.m. on January 21, 2023 for the Shriner's Annual Winter Ceremonial parade. Additionally, it is requested the 200-300 blocks of Middle Street be closed from 7 a.m. until 2 p.m. and the southside (eastbound lane) of Broad Street be closed to parking from 12 a.m. until the conclusion of the parade. A memo from Kari Warren, Interim Director of Parks and Recreation, is attached along with a map of the proposed closures.

5. Consider Adopting a Resolution Closing Specific Streets for the 2022 New Year's Eve Block Party.

(Ward 1) The City's annual New Year's Eve Celebration is scheduled for December 31, 2022. As a result, it is requested the 200 block of Pollock Street from the entrance of the Dunn Building's parking lot to Craven Street be closed to vehicular traffic from 7:00 a.m. on December 31, 2022 until 8 a.m. on January 1, 2023. Additionally, it is requested the 300 block of Pollock Street, a portion of the 200

block of Craven Street beginning at Morgan's Tavern & Grill, and the 300 block of Craven Street be closed from 2:30 p.m. on December 31, 2022 until 3 a.m. on January 1, 2023. A map of the area is attached along with a memo from Mrs. Warren.

6. Consider Adopting a Resolution Calling for a Public Hearing to Rezone 910 and 914 Bloomfield Street.

(Ward 5) The Redevelopment Commission is requesting to rezone two parcels totaling 0.252 +/- acres from R-6 Residential to C-4 Neighborhood Business District. The parcels are located at 910 and 914 Bloomfield Street. The Planning and Zoning Board unanimously approved the request at its November 01, 2022 meeting. It is requested a public hearing be held on December 13, 2022 for the Governing Board's consideration. A memo from Matt Schelly, Interim Director of Development Services, is attached.

7. Consider Adopting a Resolution Calling for a Public Hearing on Revisions to the Land Use Ordinance.

Chapter 160D of the NC General Statutes consolidates city and county statutes for development regulations, formerly in Chapters 153A and 160A, into a single unified chapter. The Planning and Zoning Board unanimously recommended approval of the revisions during its November 01, 2022 meeting. It is requested a public hearing be held on December 13, 2022 to consider the revisions. A memo from Mr. Schelly is attached.

8. Consider Adopting a Resolution to Initiate the Upset Bid Process for 115 Hillmont Road.

(Ward 5) Argelis Arauz Fallas submitted an offer of \$7,500 for the purchase of 115 Hillmont Road. The offer represents 50% of the tax value. The property is a vacant 0.54-acre parcel that was acquired by the City and County in 2019 through tax foreclosure. If the property is sold for the initial bid, it is estimated the County will receive \$4,255.38 and the City \$3,244.62 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached.

9. Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax PID 8-015-023.

(Ward 1) Argelis Arauz Fallas submitted an offer of \$3,000 for the purchase of Tax Parcel ID 8-015-023 (1000 Neuse Avenue). The offer represents 50% of the tax value. The property is a vacant 0.23-acre parcel that was acquired by the City and County in 2006 through tax foreclosure. If the property is sold for the initial bid, it is estimated the County will receive \$1,848.97 and the City \$1,151.03 from the proceeds. A memo from Ms. Blanco is attached.

10. Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax PID 8-015-022.

(Ward 1) Argelis Arauz Fallas also submitted an offer of \$2,700 for the purchase of Tax Parcel ID 8-015-022 (rear of 1000 Neuse Avenue). The offer represents 50% of the tax value. The property is a vacant 0.12-acre parcel that was acquired by the City in 2003. It is contiguous to and landlocked by the property identified in the previous item. A memo from Ms. Blanco is attached.

11. Approve Minutes.

Minutes from the November 03, 2022 retreat and November 08, 2022 regular meeting are provided for review and approval.

12. Consider Adopting a Resolution Approving an Agreement with New Bern Preservation Foundation for the Purchase and Sale of Real Property.

(Ward 1) The City has been working with the New Bern Preservation Foundation ("NBPF") on the Tisdale house project, and NBPF has been working with interested parties to identify the most qualified candidate to receive and renovate the house. The Foundation asked the City to consider selling property behind its offices at 303 First Street. The parcel faces Rhem Avenue and would be used to relocate the Tisdale House. The Board gave staff direction to proceed with facilitating this request. The purchase and sale agreement provides a sales price of \$48,250 and requires that the closing take place within 30 days of execution. It also requires the Tisdale house be relocated to the property by February 15, 2023.

13. Consider Adopting a Resolution Approving a Contract with Midwest Maintenance, Inc. for the City Hall Repointing Project.

(Ward 1) City Hall sustained interior water damage during Hurricane Florence because of water intrusion through the mortar joints. Bids were solicited for the repointing of City Hall, and two were received. The lowest bid was submitted by Midwest Maintenance, Inc. at a cost of \$564,108. The Board is asked to adopt a resolution approving a contract with this vendor and authorizing the City Manager to execute the contract and any change orders within the budgeted project amount.

14. Consider Adopting a Resolution Approving the Sale of 806 Main Street.

(Ward 1) First Missionary Baptist Church made an offer to purchase 806 Main Street for \$2,000. The offer was advertised, but no upset bids were received. The tax value of the 0.18-acre vacant parcel is \$4,000. 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, the County will receive \$1,188.45 and

the City \$811.55 from the proceeds. A memo from Ms. Blanco is attached along with the offer, tax card, map, and photos of the property.

15. Consider Adopting a Resolution to Designate American Rescue Plan Act of 2021 Funds.

On May 25, 2021, the Board adopted a budget ordinance establishing the American Rescue Plan Fund in the amount of \$6,704,351. Eligible categories of use under the final rule include support the COVID-19 public health and economic response, water/sewer/broadband infrastructure, premium pay, and replacement of lost public sector revenue. As explained at the November 03, 2022 retreat, this resolution will authorize the City to elect the standard allowance for lost revenue. A memo from Kim Ostrom, Director of Finance, is attached.

16. Consider Adopting a Budget Ordinance Amendment for FY2022-23.

This budget ordinance reestablishes encumbrances for purchase orders outstanding as of June 30, 2022 that will be honored in Fiscal Year 2023. It also amends the General Fund by transferring \$6,704,351 from the American Rescue Plan Fund to cover public safety salaries and benefits, and it amends the Grants Fund to recognize a \$350,000 award from the Department of Justice – Community Oriented Policing Services Grant. The grant requires no matching funds and will be used for a licensed clinician and two qualified professionals from RHA Health Services to provide crisis assessments through the Police Department as outlined in a Memorandum of Understanding approved by the Board on June 14, 2022. A memo from Mrs. Ostrom is attached.

- 17. Appointment(s).
- 18. Attorney's Report.
- 19. City Manager's Report.
- 20. New Business.
- 21. Closed Session.
- 22. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:
Consider Adopting a Resolution to close streets for Sudan Shriners Winter Ceremonial Parade.

Date of Meeting: 11/22/2022 Department: Parks & Recreation Call for Public Hearing: □Yes⊠No		Ward # if applicable: Ward 1	
		Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation Date of Public Hearing: N/A	
			Explanation of Item:
Actions Needed by Board:	Adopt the Resolution		

Is item time sensitive? □Yes ⊠No	
Will there be advocates/opponents at the meeting? □Yes ☒ No	

Resolution - Memo - Application - Map

Cost of Agenda Item: N/A	
If this requires an expenditure, has it been budgeted and are funds availa	ble
and certified by the Finance Director? □Yes ☒ No	

Additional Notes: N/A

Backup Attached:



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 & Recreation

Re: Street Closures for Sudan Shriners Winter Ceremonial Parade.

Background Information:

Sudan Shriners has requested to close the 400-800 blocks of George Street, 400-600 blocks of Broad Street to vehicular traffic from 10:00 a.m. until 2:00 p.m. as well as the 200-300 blocks of Middle Street from 7:00 a.m. until 2:00 p.m. for Sudan Shriners Annual Winter Ceremonial Parade along with the south side (east bound lane) of Broad Street closed to parking from 12:00 a.m. until the conclusion of the parade on January 21, 2023.

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.

RESOLUTION

THAT WHEREAS, Sudan Shriners have scheduled their Annual Winter Ceremonial Parade and requested specific streets be closed to vehicular traffic. Those streets are the 400-800 blocks of George Street and the 400-600 blocks of Broad Street from 10:00 am until 2:00 pm for the lineup of the parade, as well as the 200-300 blocks of Middle Street from 7:00 a.m. until 2:00 p.m. on Saturday, January 21, 2023. Additionally, it is requested that the south side (eastbound lane) of Broad Street be closed to parking from 12:00 a.m. until the conclusion of the parade; and

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

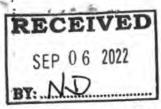
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That 400-800 blocks of George Street and 400-600 blocks of Broad Street shall be closed to vehicular traffic from 10:00 a.m. until 2:00 p.m., as well as the 200-300 blocks of Middle Street be closed to vehicular traffic from 7:00 a.m. until 2:00 p.m. on January 21, 2023, for the Sudan Shriners Annual Winter Ceremonial Parade, and the south side (eastbound lane) of Broad Street shall be closed to parking from 12:00 a.m. until the parade concludes

ADOPTED THIS 22ND DAY OF NOVEMBER 2022.

JEFFREY T. ODHAM, MA

BRENDA E. BLANCO, CITY CLERK



CITY OF NEW BERN

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

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

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

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

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

Organization Name: Suda	an Shriners		
Responsible Contact: Sharon A. Evans Address: P. O. Box 12829			
Phone: 252-637-5197	Alternate Phone:		
Email: sevans@sudanshrinen	s.com		
ype of Event:	□Demonstration □Festival ■Parade		
Date of Event: January 21, 2	Troposed field Dates		
vent Set up time: 10:00 vent Start Time: 41:00 lo			
Vhat is the specific location	n and/or route of the proposed event? (Attach additional information if needed) ge St. to Broad Street, onto Middle St., and disband on S. Front St., near BB&T and the		
DoubleTree.			
ote: A detailed map of the propose	d must as well as a specific list of streats is required. The specific location of the Dublic Assembly.		
nust include the aerial overview with What is the purpose of this The Winter Ceremonial parade is an annu	sal event on the 4th Sat. In January (changed to 3rd Saturday for 2023 ONLY) and is positive exposure and publi		
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*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: George St., Broad St., and Middle Street / S. Front St. PLEASE BE SURE THERE ARE NO VEHICLES ON MIDDLE STREET.		
please call NCDOT Office at 252-439-2816. Th	oired by the NCDOT for in order to consi te State Road/Bridge Closure permit mu hicles, placards, loud speakers, or m	der state roads or bridges. For additional information
Will Food Vendors or Commercial, (If you answered YES, Additional Fees apply, A The following Items are required and mural A detailed map — including the location Petition of Signatures — of business/res. The following Items are required within 1 Certificate of Insurance — Listing the Cill List of all food/commercial/non-profit Payment in full of applicable fees and of attest that I am authorized on behalf of this gothat this application must be submitted with furthese charges include set-up tear down time founderstand that failure to provide the requesternal.	Non-Profit vendors be part of detailed list of all vendors is required.) In the attached at the time of Applit, route with beginning and ending positions affected — If roads are closed two (2) business days of the event of the time of New Bern, PO Box 1129, New poundors. The property of New Poundors. The property of New Bern, PO Box 1129, New poundors. The property of New Poundors. The p	cation: coint and street names included. d. cor event shall be cancelled: Bern, NC as "Additional Insured". Come into effect San 1, 2023 It for the activities prescribed herein. I understand at that additional fees and charges may be incurred.
The following items must be submitted Completed & Signed Application Detailed maps of parade route and/or Petition of signatures (if road closure is	d with Application:	Total Anticipated Charges Barricades: # \$
Sham Evans	9/6/2022	Trash Collection:
Authorized Signature	Date	City Staff: #
Ill documents have been provided and this	s application is recommended for ap	
Administrative Support Supervisor	Date	Vendor Fees #
This application has been approved. MI WOUTUN Director of Parks & Recreation	11-9-2022 Date	Park/Facility Rental: \$ Total Due: \$
Have HOA's been notified? Approved by Department	Yes □ No Spoke with: DOL Date: □ - G - J D Staff	

20 14 .

Veronica Mattocks

From: Kari Greene-Warren

Sent: Saturday, October 29, 2022 6:47 AM

To: Veronica Mattocks

Subject: Fwd: Parade routes for Christmas and Shriners Event

Get Outlook for iOS

From: Danny Batten <dannyb@surfwindandfire.com>

Sent: Friday, October 28, 2022 5:27:01 PM

To: Foster Hughes <hughesf@newbernnc.gov>; Kari Greene-Warren <Greene-WarrenK@newbernnc.gov>

Subject: Parade routes for Christmas and Shriners Event

Foster,

The Parks and Recreation Dept. attended the Downtown Business Council Meeting on Oct 27 to inform and receive approval of the street closures concerning the parade events - The Christmas parade (December) on Broad St. and Craven St. and the Shriners parade (January) on Middle Street. The businesses attending have been informed and agreed to the street closure. I will make sure to email all of the businesses with the event time and dates and 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 storeDanny Batten
Danny Batten
dannyb@surfwindandfire.com
919-632-6094 cell
252-288-5823 store

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



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to temporarily close portions of Pollock Street and Craven Street to vehicular traffic for the Annual New Years' Eve Celebration.

Date of Meeting: 11/22/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: □Yes⊠No	Date of Public Hearing:

Explanation of Item:	The Parks and Recreation Department has made a request to close the 200 block of Pollock Street from the parking lot entrance at the Dunn Building to Craven Street from 7:00 a.m. Saturday, December 31, 2022 until 8:00 a.m. on Sunday, January 1, 2023; The 300 block of Pollock Street; and a partial blockage of the 200 block of Craven Street beginning at Morgan's Tavern & Grill and the 300 block of Craven Street from 2:30 p.m. on Saturday, December 31, 2022 until 3:00 a.m. Sunday, January 1, 2023.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map

Is item time sensitive?	lYes □No
Will there be advocates/o	opponents at the meeting? Yes No
Cost of Agenda Item:	

Additional Notes:



Aldermen

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

W IW CDDD

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 \hw

Interim Director of Parks & Recreation

Re: Street Closures for the Annual New Year's Eve Celebration.

Background Information:

Parks and Recreation is requesting to close the 200 block of Pollock Street from the parking lot entrance at the Dunn Building to Craven Street from 7:00 a.m. Saturday, December 31, 2022 until 8:00 a.m. on Sunday, January 1, 2023; The 300 block of Pollock Street; and a partial blockage of the 200 block of Craven Street beginning at Morgan's Tavern & Grill and the 300 block of Craven Street from 2:30 p.m. on Saturday, December 31, 2022 until 3:00 a.m. Sunday, January 1, 2023. This family friendly event will have a variety of activities including live entertainment, food trucks, games, and activities for the entire family.

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, the City of New Bern has scheduled its fifth annual New Year's Eve Celebration and requests that specific streets be closed to vehicular traffic as follows:

- December 31, 2022, from 7 a.m. until January 1, 2023, at 8 a.m.: the 200 block of Pollock Street from the parking lot entrance at the Dunn Building to Craven Street; and
- December 31, 2022, from 2:30 p.m. until January 1, 2023, at 3 a.m.: the 300 block of Pollock Street, a partial blockage of the 200 block of Craven Street beginning at Morgan's Tavern & Grill, and the 300 block of Craven Street; and

WHEREAS, signage will be posted at all affected areas, and the Interim Director of Parks and Recreation 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 following streets shall be closed as indicated for the City's fifth annual New Year's Eve Celebration:
 - a) the 200 block of Pollock Street from the parking lot entrance at the Dunn Building to Craven Street shall be closed to vehicular traffic from 7:30 a.m. on Saturday, December 31, 2022, until 8 a.m. on Sunday, January 1, 2023; and
 - b) the 300 block of Pollock Street; a partial blockage of the 200 block of Craven Street beginning at Morgan's Tavern & Grill, and the 300 block of Craven Street shall be closed to vehicular traffic from 2:30 p.m. on Saturday, December 31, 2022, until 3:00 a.m. on Sunday, January 1, 2023; and
 - 2. Signage shall be posted in all affected areas.

ADOPTED THIS 22 nd DAY OF	NOVEMBER 2022.
	JEFFREY T. ODHAM, MAYOR
BRENDA E. BLANCO, CITY CLERK	_



AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution Calling for a Public Hearing to Rezone 910 and 914 Bloomfield Street.

Date of Meeting: 11/22/2022 Department: Development Services		Ward # if applicable: Ward 5 Person Submitting Item: Matt Schelly, Interim Director of Development Services
Explanation of Item:		ment Commission has requested consideration to cels, totaling 0.252 +/- acres, from R-6 to C-4.
Actions Needed by Board:	Adopt a Resolution	
Backup Attached:	Memo, Resolution, Map	
Is item time sensitive?	□Yes ⊠No	
		he meeting? Yes No
Cost of Agenda Item: N	I/A	
	nditure, has it l	peen budgeted and are funds available

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: November 10, 2022

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

910 and 914 Bloomfield Street.

The Redevelopment Commission of New Bern has requested consideration to rezone two parcels, totaling 0.252 +/- acres, from R-6 Residential C-4 Neighborhood Business. The parcels located at 910 and 914 Bloomfield are further identified as Craven County Parcel ID #'s 8-006-319 and 8-006-320. (Ward 5) The purpose of the proposed rezoning request is for the development of a Wellness Center for Duffyfield residents.

The Planning and Zoning Board unanimously approved this application at their November 1, 2022, meeting and recommend approval of the request.

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

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a

public hearing to receive public comments on a request to rezone 0.252 +/- acres located at 910

and 914 Bloomfield Street from R-6 Residential to C-4 Neighborhood Business District. The

properties are further identified as Craven County Parcel Identification Numbers 8-006-319 and

8-006-320.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE

CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern

at 6:00 p.m. on Tuesday, December 13, 2022 in the City Hall Courtroom, or as soon thereafter as

the matter may be reached, in order that all interested parties may be given an opportunity to be

heard on a request to rezone 0.252 +/- acres located at 910 and 914 Bloomfield Street from R-6

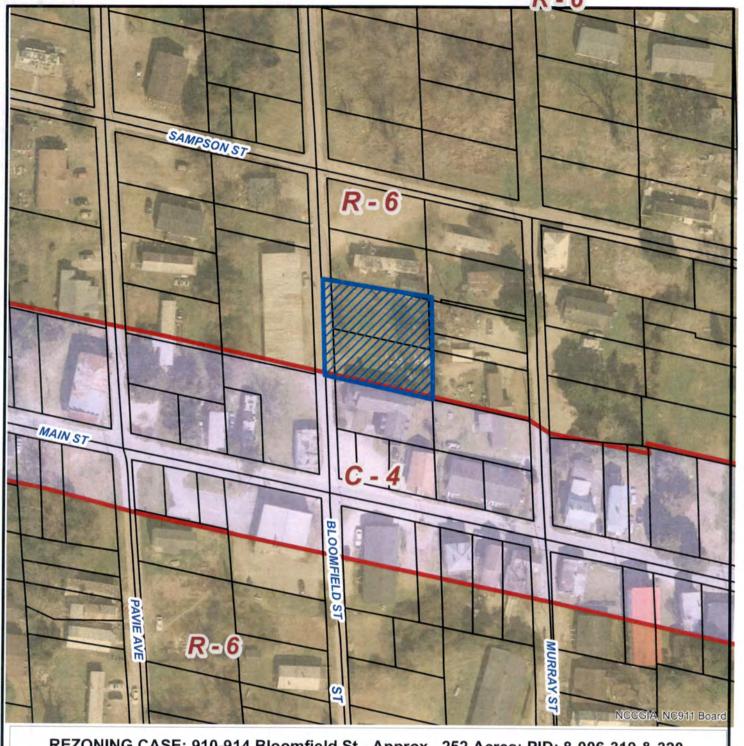
Residential to C-4 Neighborhood Business District. The properties are further identified as Craven

County Parcel Identification Numbers 8-006-319 and 8-006-320.

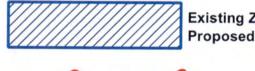
ADOPTED THIS 22nd DAY OF NOVEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 910-914 Bloomfield St - Approx. .252 Acres: PID: 8-006-319 & 320 LOCATION: Eaast side of Bloomfield St, between Main and Sampson Streets.



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

Zoning Boundaries

N CITY of NEW BERN
Development
Services

Scale: 1 = 100 ft

0 50 100 200 Feet

Imagery Early 2020

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing Amending the City of New Bern Land Use Ordinance for revisions consistent with Chapter 160D of the North Carolina General Statutes.

Date of Meeting: 11/22/2022 Department: Development Services Call for Public Hearing:		Ward # if applicable: All Person Submitting Item: Matt Schelly, Interim Director of Development Services Date of Public Hearing: 12/13/2022			
			Explanation of Item:	revisions consis	c Hearing Amending the Land Use Ordinance for stent with Chapter 160D of the NC General
			Actions Needed by Board:	Statutes. Adopt Resolution	
Backup Attached:	Memo, Resolution				
Is item time sensitive?					
		he meeting? Yes No			
Cost of Agenda Item:					
-		een budgeted and are funds available			

Additional Notes:



MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: November 14, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing Amending the

City of New Bern Land Use Ordinance for revisions consistent with

Chapter 160D of the North Carolina General Statutes.

The new Chapter 160D consolidates the current statutes for development regulations (now 153A and 160A for counties and cities, respectively), local governments are required to update ordinances to conform with the new chapter.

The Planning and Zoning Board unanimously recommended approval of revisions to the Land Use Ordinance consistent with Chapter 160D of the NC General Statutes during their November 1, 2022, meeting.

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

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on the question of adopting revisions to the City of New Bern Land Use Ordinance consistent with Chapter 160D of the North Carolina General Statutes.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m. on Tuesday, December 13, 2022 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on the question of adopting revisions to the City of New Bern Land Use Ordinance consistent with Chapter 160D of the North Carolina General Statutes.

ADOPTED THIS 22nd DAY OF NOVEMBER, 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 115 Hillmont Road

Date of Meeting: 11/22/2022		Ward # if applicable: 5			
Department: City Clerk		Person Submitting Item: Brenda Blanco			
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing: N/A			
Explanation of Item:	Road for \$7,500 is sold for the ir \$4,255.38 and t	z Fallas made an offer to purchase 115 Hillmont 0, which is 50% of the tax value. If the property nitial bid, it is estimated the County will receive the City will receive \$3,244.62 from the City will also receive reimbursement for the cost			
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process				
Backup Attached:	Memo, resolution of property	on, offer to purchase, tax card, map and pictures			
Is item time sensitive?					
will there be advocates/o	opponents at t	he meeting? □Yes ☒ No			
Cost of Agenda Item:					
If this requires an expend and certified by the Fina		een budgeted and are funds available Yes 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:

November 11, 2022

SUBJECT:

Offer to Purchase 115 Hillmont Road

Argelis E. Arauz Fallas submitted an offer to purchase 115 Hillmont Road for \$7,500. The vacant 0.54-acre parcel has a tax value of \$15,000 and was acquired by the City and County in 2019 through tax foreclosure. If the property is sold for the initial bid, the County is estimated to receive \$4,255.38 and the City \$3,244.62 from the proceeds.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 115 Hillmont Road, Craven County parcel identification number 8-219-006; 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 \$7,500.00 submitted by Argelis E. Arauz Fallas; and

WHEREAS, Argelis E. Arauz Fallas 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 Argelis E. Arauz Fallas.

ADOPTED THIS 22nd DAY OF NOVEMBER, 2022.

JEFFREY T. ODHAM,

BRENDA E. BLANCO, CITY CLERK

CRAVEN COUNTY

Argelis E. Arauz Fallas	as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
of land described below (hereafter referred to	r, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parce as the "Property"), upon the following terms and conditions:
1. REAL PROPERTY: Located in or nea	ar the City of New Bern, Craven County, North Carolina, being known as and more
particularly described as:	and more carried country, revisit caronina, being known as and more
Street Address: "115 Hillmont Road	
Subdivision Name:	
Tax Parcel ID No.: 8-219-006	
Plat Reference:	
PURCHASE PRICE: The purchase price	
held by Seller until the sale is closed, a terminated. In the event this offer is not a this contract by Seller, all earnest monies by Buyer, then all earnest monies shall be remedies available to Seller for such breach	
(b) \$7.125.00 , BALANCE of th	e purchase price in cash or readily available funds at Closing.
3. CONDITIONS:	
(a) This contract is not subject to Buyer obtain	
excepted.	same or better condition at Closing as on the date of this offer, reasonable wear and tear
(c) The Property is being sold subject to all lie	
(d) Other than as provided herein, the Propert	
provisions and the rights in others to subm	
(f) Title shall be delivered at Closing by QUT	
assessments for sidewalk, paving, water, sewer association special assessments. Buyer shall ta	es no warranty or representation as to any pending or confirmed governmental special r, or other improvements on or adjoining the Property, or pending or confirmed owners' ike title subject to all pending assessments, if any.
PAYMENT OF TAXES: Any ad valorer	n taxes to which the Property is subject shall be paid in their entirety by Buyer.
its legal fees. Seller shall pay for preparation	for all costs with respect to any title search, title insurance, recording of the deed, and of a deed and all other documents necessary to perform Seller's obligations under this
 agreement, and for any excise tax (revenue star EVIDENCE OF TITLE: Not Applicable 	
documents and papers necessary in connectic approval of the sale by Craven County's Boar §160A-269. The deed is to be made to Argelis E	the date and time of recording of the deed. All parties agree to execute any and all on with Closing and transfer of title within thirty (30) days of the granting of final d of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. Arauz Fallas
	d herein, possession shall be delivered at Closing.
10. PROPERTY INSPECTION, APPRAIS	
(a) This contract is not subject to inspection, representation as to water, sewer, conditions, tit	appraisal or investigation, as the Property is being bought "as is." Seller makes no
(b) CLOSING SHALL CONSTITUTE ACC	CEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
11. RIGHT OF ENTRY, RESTORATION A	ND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to
enter upon the Property for any purpose with indemnify and hold Seller harmless from all loss	out advance written permission of the Seller. If such permission is given, Buyer will, 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 activ	ities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity
shall survive this contract and any termination he	reof.
HERETO.): None.	TIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH
Buyer Initials	AA Seller Initials

- 13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:		SELLER	
(If an individual)		CRAVEN COUNTY	
Name: Argelis E. Arauz Fallas Date: 10/24/2022 Address: 520 Rosemary Drive Newport, NC 28570 Phone: 252-646-7869	1948eal)	By: Its: Date:	(SEAL)
(If a business entity)		CITY OF NEW BERN	
Ву:	(SEAL)	By:	(SEAL)
Its: Date:	_	Its:Date:	
Address:	_		
Phone:			

Buyer Initials AA 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 10/24/2022 10:55:19 AM

Parcel ID: 8-219 -006

Owner: CRAVEN COUNTY & NEW BERN-CITY OF

Mailing Address: PO BOX 1128 NEW BERN NC 28563

Property Address: 115 HILLMONT RD

Description: 3 JOHN GARDNER SUB\$

Lot Description : Subdivision :

Assessed Acreage: 0.544 Calculated Acreage: 0.540

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

Recorded Survey:

Estate Number :

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

Improvement Value: \$0 # of Improvements:

Total Value: \$15,000

City Name : NEW BERN Fire tax District :

Drainage District : Special District :

Land use: VACANT-RESIDENTIAL TRACT

Recent Sales Information

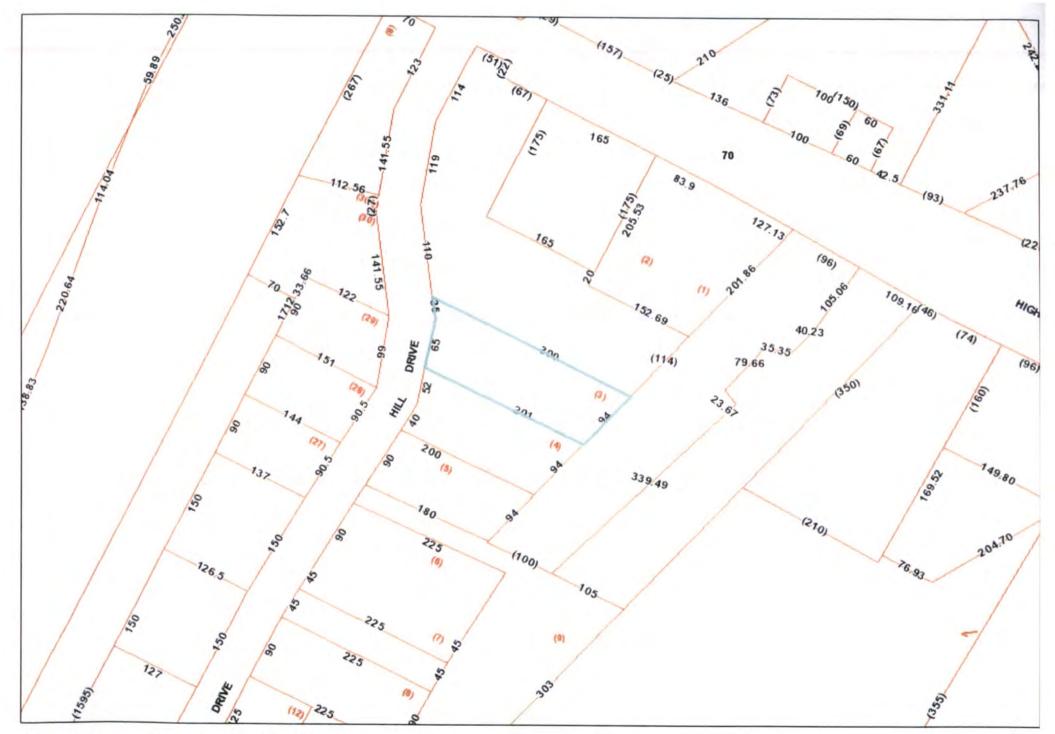
SALE DATE Sellers Name Buyers Name Sale Type Sale Price

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

LAURA PADILLA BERN-CITY OF SALE-2 OR MORE PA

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-219-006 115 Hillmont Road

feet



Center of lot



Right edge of lot



Left edge of lot

ESTIMATE OF DIVISION OF PROCEEDS

Property: 115 Hillmont Road (Parcel No. 8-219-006)			
Offer Amount			\$ 7,500.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 205.00	
Balance			\$ 7,295.00
County cost reimbursement		\$ 1,274.94	
City cost reimbursement		\$ 553.42	\$ 1,828.36
Remaining Balance			\$ 5,466.64
County Taxes at Foreclosure	\$ 2,476.84	54.521%	\$ 2,980.44
City Taxes/Priority Liens at Foreclosure	\$ 2,066.11	45.479%	\$ 2,486.20
Total Taxes	\$ 4,542.95		
County Total	\$ 4,255.38		
City Total	\$ 3,244.62		

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax PID 8-015-023

Date of Meeting: 11/22/2022 Department: City Clerk Call for Public Hearing: □Yes⊠No		Ward # if applicable: 1 Person Submitting Item: Brenda Blanco Date of Public Hearing: N/A					
					E	Argalia E. Argu	z Fallas made an offer to purchase 1000 Neuse
					Avenue (Tax Pothe tax value. It estimated the Coreceive \$1,151.		arcel ID 8-015-023) for \$3,000, which is 50% of f the property is sold for the initial bid, it is county will receive \$1,848.97 and the City will 03 from the proceeds. The City will also receive for the cost to advertise the bid.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process						
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and picture of property						
T	□x/ Mx/-						
Is item time sensitive?							
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No					
Cost of Agenda Item:							
If this requires an expe		peen budgeted and are funds available					

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:

November 11, 2022

SUBJECT:

Offer to Purchase Tax Parcel ID 8-015-023

Argelis E. Arauz Fallas submitted an offer to purchase 1000 Neuse Avenue (Tax Parcel ID 8-015-023) for \$3,000. The vacant 0.23-acre parcel has a tax value of \$6,000 and was acquired by the City and County in 2006 through tax foreclosure. If the property is sold for the initial bid, the County is estimated to receive \$1,848.97 and the City \$1,151.03 from the proceeds.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as Craven County parcel identification number 8-015-023; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$3,000.00 submitted by Argelis E. Arauz Fallas; and

WHEREAS, Argelis E. Arauz Fallas 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 Argelis E. Arauz Fallas.

ADOPTED THIS 22nd DAY OF NOVEMBER, 2022.

IFF	FREY T. ODHAM, MAYO
	I KET T. OBTIANI, MATE

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

HERETO.): None.

Ara	elis E. Arauz Fallas as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
CI	TY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel and 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
	ticularly described as:
	eet Address; 1000 Neuse Avenue
	odivision Name:
Tax	Parcel ID No.: 8-015-023
Pla	t Reference:
Bei	ng all of that property more particularly described in Deed Book 2534 , Page 0732 in the Craven County Registry.
2.	PURCHASE PRICE: The purchase price is \$ 3,000,00 and shall be paid as follows:
	§ 150.00 EARNEST MONEY DEPOSIT with this offer by □ cash □ bank check □ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach. § 2,850.00 BALANCE of the purchase price in cash or readily available funds at Closing.
3.	CONDITIONS:
	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".
	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
assi	essments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners'
asse	ociation 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
	egal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this
	eement, 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
doc	uments and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final
app	roval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S.
\$16	0A-269. The deed is to be made to Argelis E Arauz Fallas
	POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.
	PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:
гер	This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no resentation 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
ente	er upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will
inde	empify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury
to a	ny person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity
shall	I survive this contract and any termination hereof.

Buyer Initials A A Seller Initials _____

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH

- 13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:	SELLER	
(If an individual)	CRAVEN COUNTY	
Name: Argelis E. Arauz Fallas Date: 10/27/2022 Address: 520 Rosemary Drive Newport, NC 28570 Phone: 252-646-7869	By: Its: Date:	(SEAL)
(If a business entity)	CITY OF NEW BERN	
(a cashes chary,	CITTOTIE BEAU	
By:(SEAL)	By:	(SEAL)
Its:	Its:	
Date:	Date:	
Address:		
Phone:		

Buyer Initials _____ Seller Initials _____

Craven County Geographic Information System

Craveri 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 10/27/2022 3:27:12 PM

Parcel ID: 8-015 -023

Owner: CRAVEN COUNTY & NEW BERN-CITY OF

Mailing Address : PO BO

PO BOX 1128 NEW BERN NC 28563

Property Address:

Description: 17 NEUSE AVE

Lot Description : Subdivision :

Assessed Acreage: 0.229 Calculated Acreage: 0.230

Deed Reference: 2534-0732 Recorded Date: 11 21 2006

Recorded Survey:

Estate Number:

Land Value: \$6,000 Tax Exempt: Yes

Improvement Value: \$0 # of Improvements: 0

Total Value: \$6,000

City Name: NEW BERN Fire tax District:

Drainage District : Special District :

Land use : VACANT-RESIDENTIAL TRACT

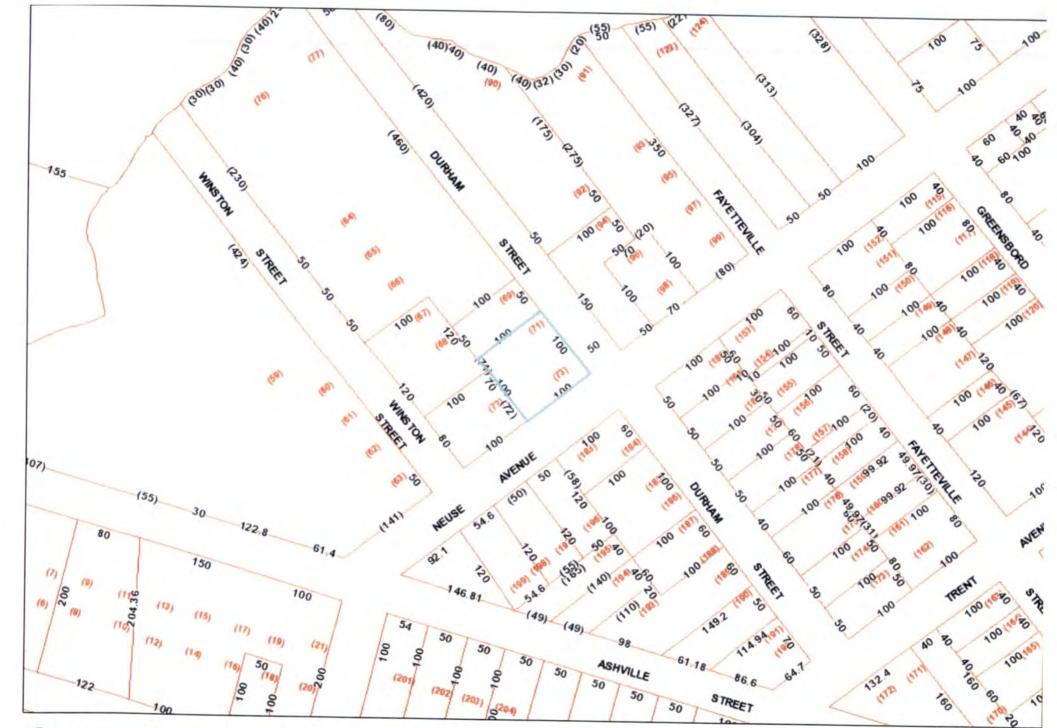
Recent Sales Information

SALE DATE Sellers Name Buyers Name Sale Type Sale Price

11/21/2006 MONK, MARJORIE HRS CRAVEN COUNTY & NEW STRAIGHT \$7,500 BERN-CITY OF TRANSFER

List of Improvements to Site

No improvements listed for this parcel



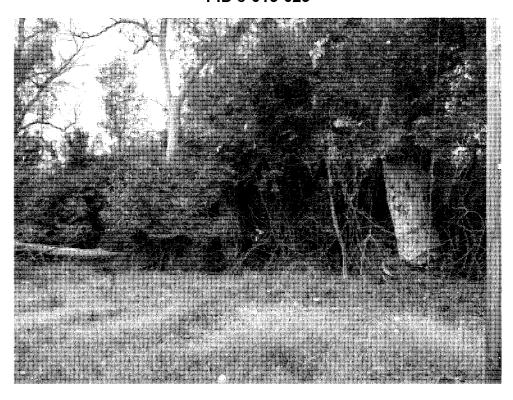
Craven County GIS PID 8-015-023

1 inch = 122 feet

ESTIMATE OF DIVISION OF PROCEEDS

Property: 1000 Neuse Avenue (Parcel No. 8-015-023)				
Offer Amount			\$	3 000 00
Less: Reimb to City for publication of notice of offer (approx)			Ą	3,000.00
Balance			\$	3,000.00
County cost reimbursement		\$ 1,212.48		
City cost reimbursement		\$ 838.07	\$	2,050.55
Remaining Balance			\$	949.45
County Taxes at Foreclosure	\$ 1,192.46	67.037%	\$	636.49
City Taxes/Priority Liens at Foreclosure	\$ 586.34	32.963%	\$	312.96
City Taxes/Inferior Liens at Foreclosure	\$ 3,347.40			
Total Taxes	\$ 5,126.20			
County Total	\$ 1,848.97			
City Total	\$ 1,151.03			

PID 8-015-023





AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax PID 8-015-022

Date of Meeting: 11/22/2022 Department: City Clerk Call for Public Hearing: □Yes⊠No		Ward # if applicable: 1			
		Person Submitting Item: Brenda Blanco			
		Date of Public Hearing: N/A			
Explanation of Item:	Avenue – Rear	z Fallas made an offer to purchase 1000 Neuse (Tax Parcel ID 8-015-022) for \$2,700, which is value. The City acquired the property in 2003.			
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process				
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and property				
Is item time sensitive?	□Yes ⊠No				
Will there be advocates	opponents at t	he meeting? □Yes ☒ No			
Cost of Agenda Item:					
If this requires an expe and certified by the Fin		een budgeted and are funds available Yes No			

Additional Notes:

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:

November 11, 2022

SUBJECT:

Offer to Purchase Tax Parcel ID 8-015-022

Argelis E. Arauz Fallas submitted an offer to purchase 1000 Neuse Avenue – Rear (Tax Parcel ID 8-015-022) for \$2,700. The vacant 0.12-acre parcel has a tax value of \$5,400 and was acquired by the City in 2003.

RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as Craven County parcel identification number 8-015-022; and

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

WHEREAS, the City has received an offer to purchase the above described property in the amount of \$2,700.00 submitted by Argelis E. Arauz Fallas; and

WHEREAS, Argelis E. Arauz Fallas has paid the required five percent (5%) deposit on the offer.

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

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

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

Section 7. The terms of the final sale are:

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

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

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

ADOPTED THIS 22nd DAY OF NOVEMBER, 2022.

|--|

BRENDA E. BLANCO, CITY CLERK

CRAVEN COUNTY

upoi	Argelis E. Arauz Fallas , a upon acceptance of said offer, agrees to sell and convey, a as the "Property"), upon the following terms and condition	as Buyer, hereby offers to purchase and CITY OF NEW BERN, as Seller, all of that plot, piece or parcel of land described below (hereafter referred to
		of New Bern, Craven County, North Carolina, being known as and more
	particularly described as:	If New Belli, Cravell County, North Carolina, come into an and and
Stre	Street Address: 1000 Neuse Ave (Rear)	
	Subdivision Name:	
Tax	Tax Parcel ID No.: 8-015-022	
Plat	Plat Reference:	
Beir	Being all of that property more particularly described in D	eed Book 2039 , Page 1034 in the Craven County Registry.
2.	2. PURCHASE PRICE: The purchase price is \$ 2.700.00	and shall be paid as follows:
	held by Seller until the sale is closed, at which tim terminated. In the event this offer is not accepted, the this contract by Seller, all earnest monies shall be ref-	EPOSIT with this offer by a cash bank check certified check to be the it will be credited to Buyer, or until this contract is otherwise properly en all earnest monies shall be refunded to Buyer. In the event of breach of funded to Buyer upon Buyer's request In the event of breach of this contract to Seller upon Seller's request, but such forfeiture shall not affect any other price in cash or readily available funds at Closing.
	3. CONDITIONS:	A STATE OF THE STA
	c v m:	ng .

- (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 Argelis E. Arauz Fallas
- 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:		SELLER	
(If an individual)		CITY OF NEW BERN	
Name: Argelis E. Arauz Fallas Date: 10/27/2022 Address: 520 Rosemary Drive Newport, NC 28570 Phone: 252-646-7869	(SEAL)	By: Its: Date:	(SEAL)
(If a business entity)			
Ву:	_(SEAL)		
Its:	-		
Address:	_		
Phone:	_		

Buyer Initials A Seller Initials

Craven County Geographic Information System

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Parcel ID:

8-015 -022

Owner:

NEW BERN-CITY OF

Mailing Address:

PO BOX 1129 NEW BERN NC 28563

Property Address:

Description:

69 SUNNYSIDE

Lot Description:

Subdivision:

Assessed Acreage:

0.117

Calculated Acreage : 0.120

Deed Reference:

2039-1034

Recorded Date:

5 20 2003

Recorded Survey:

Estate Number:

Land Value:

\$5,400

Tax Exempt:

Yes

Improvement Value: \$0

of Improvements:

Total Value:

\$5,400

City Name :

NEW BERN

Fire tax District:

Drainage District:

Special District:

Land use:

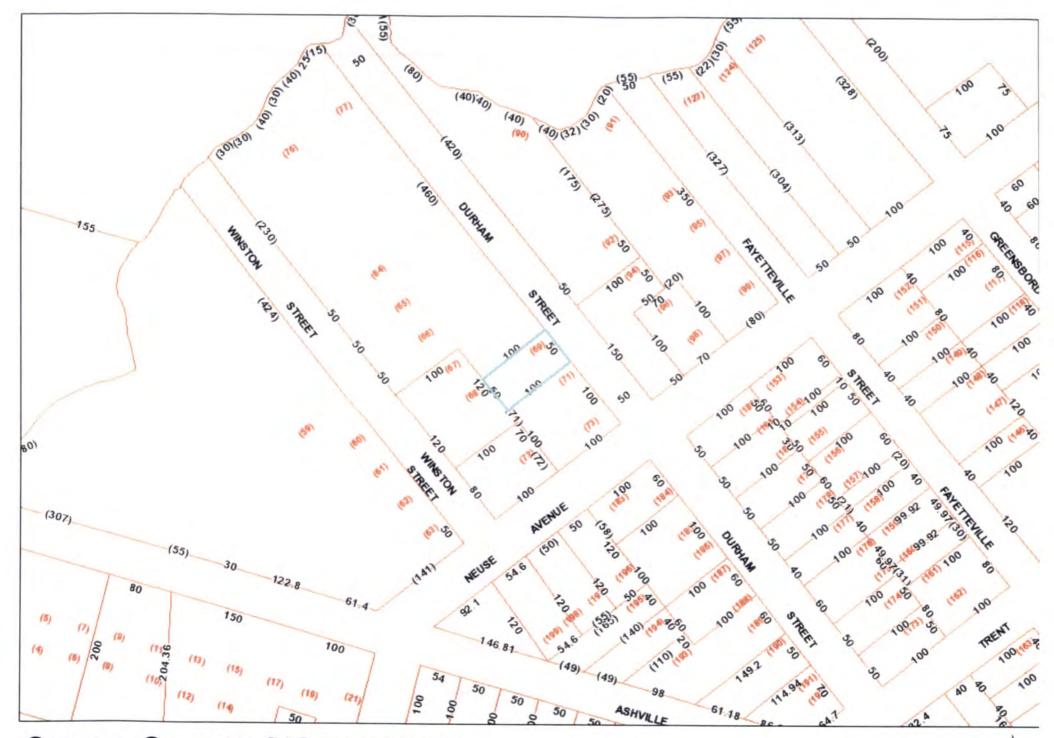
VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/20/2003	HODGES, ELIZABETH TAYLOR	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0
11/2/1992	HODGES, JAMES M & LUCY	HODGES, ELIZABETH TAYLOR	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-015-022

1 inch = 122 feet

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution Approving an Agreement with the New Bern Preservation Foundation for the Tisdale House Project.

Date of Meeting: 11/22/2022		Ward # if applicable: 1		
Department: Administration		Person Submitting Item: Foster Hughes, City Manager		
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing:		
Explanation of Item: Please see attach		ched memo for details.		
A N. 1.11				
Actions Needed by Board:	Adopt the Resolution			
Backup Attached:	Resolution, Agreement, Memo			
Is item time sensitive?				
Will there be advocates/o	opponents at th	e meeting? □Yes ⊠ No		
Cost of Agenda Item:				
	· · · · · · · · · · · · · · · · · · ·	een budgeted and are funds available		
and certified by the Fina	nce Director?	⊥Yes ∟ 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

To: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: November 18, 2022

Subject: Proposed Resolution Approving an Agreement with the New Bern

Preservation Foundation for the Tisdale House Project

Background Information:

The City of New Bern has been working with the New Bern Preservation Foundation on the Tisdale House Project. The Preservation Foundation has been working with interested parties to determine the most qualified candidate to receive the house and make the appropriate renovations.

The Preservation Foundation asked for the Board to consider selling a parcel on Rhem Avenue, adjacent to the Development Services facility, where the Tisdale House could be relocated. The board gave staff direction to proceed with this request.

The purchase and sale agreement requires that the closing would take place within 30 days of execution. The house would also be relocated by February 15, 2023.

Recommendation:

Approve the resolution.

RESOLUTION

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

That the agreement for purchase and sale of real property dated November 22, 2022, by and between the City of New Bern and New Bern Preservation Foundation, Inc. for the Tisdale House project, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 22ND DAY OF NOVEMBER 2022.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into effective as of November 22, 2022 ("Effective Date") by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("Seller" or "City"), and NEW BERN PRESERVATION FOUNDATION, INC., a North Carolina non-profit corporation ("Purchaser"), collectively, the "Parties".

WITNESSETH:

THAT WHERES, the City is the owner of that certain lot located on Rhem Avenue and more specifically identified as Tract 1 on plat recorded in Map Book J at Page 27G in the Craven County Registry, and illustrated on attached Exhibit A ("Subject Property"); and

WHEREAS, the Lot is significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations; and

WHERAS, the City is also the owner of that certain historic residential dwelling located at the corner of Broad Street and Gaston Boulevard, New Bern, North Carolina, and commonly referred to as the Tisdale House ("Tisdale House"); and

WHEREAS, Purchaser is a non-profit corporation whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and

WHEREAS, Purchaser wishes to purchase the Subject Property and the Tisdale House, and the City desires to sell the Subject Property and Tisdale House pursuant to N.C.G.S. § 160A-266(b) provided that a preservation agreement or conservation agreement as defined in G.S. § 121-35 is placed in the deed conveying the Subject Property from the City to the Purchaser; and

WHEREAS, the Parties desire to enter into this Agreement on the terms and conditions contained herein; and

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

NOW, THEREFORE, for and in consideration of the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to the City, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the City and Purchaser do hereby covenant and agree as follows:

<u>Section 1</u>. Terms and Definitions. The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

1.1. "Agreement" means this Agreement for Purchase and Sale of Real Property, as it may be amended or otherwise modified as provided herein.

- 1.2. "Closing" means the date and time of recording the deed. Closing shall occur on or before fifteen (15) days after the expiration of the Review Period.
 - 1.3. "Effective Date" means November 22, 2022.
- 1.4. "Subject Property" means certain lot located on Rhem Avenue and more specifically identified as Tract 1 on plat recorded in Map Book J at Page 27G in the Craven County Registry, and illustrated on attached Exhibit A.
- 1.5. "Preservation Agreement" means a preservation agreement or conservation agreement as defined in G.S. § 121-35 which will, *inter alia*, create restrictions, reservations and easements benefitting and burdening the Subject Property.
- 1.6. "Purchase Price" shall be paid by certified funds at Closing, and shall be \$48,250.00.
- 1.7. "Review Period" shall mean the period beginning as of the date hereof and continuing through and until 5:00 p.m. on the date fifteen (15) days after the Effective Date.

Section 2. Seller Disclosures.

- 2.1. Purchaser is solely responsible for evaluating the environmental condition of the Subject Property, and whether the Subject Property is suitable for its intended purpose. The City makes no representations or warranties concerning the existence or use of hazardous materials at, in or about the Subject Property or the compliance with environmental laws. Purchaser may, but is not required to, engage the services of an engineer or other third party to inspect the Subject Property.
- 2.2. The City makes no representations or warranties concerning the condition of the Tisdale House. Purchaser shall take title to the Tisdale House in its "as is, where is" condition.

Section 3. Conditions.

- 3.1. At any time prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement if, in Purchaser's sole discretion, the development and use of the Subject Property for its intended purposes is not feasible or cost effective. In such event, Purchaser shall provide the City with written notice of its intention to terminate this Agreement at which point neither party shall have any further obligation to the other.
- 3.2. Purchaser, its agents or representatives, at Purchaser's expense and at reasonable times during normal business hours, shall have the right to enter upon the Subject Property for the purpose of inspecting, examining, performing soil boring and other testing, and surveying the Subject Property. Purchaser shall conduct all such on-site inspections, examinations, soil boring and other testing, and surveying of the Subject Property in a good and workmanlike manner, shall repair any damage to the Subject Property caused by Purchaser's entry and on-site inspections and

shall conduct same in a manner that does not unreasonably interfere with the City's use of the Subject Property. Upon the City's request, Purchaser shall provide to the City evidence of general liability insurance. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this section and agrees to indemnify and hold the City harmless from any damages resulting therefrom. This indemnification obligation of Purchaser shall survive the Closing or earlier termination of this Agreement. Purchaser shall, at Purchaser's expense, promptly repair any damage to the Subject Property caused by Purchaser's entry and on-site inspections. Purchaser shall have from the Effective Date through the Closing to perform the above inspections, examinations and testing.

3.3. Purchaser shall cause the Tisdale House to be relocated to the Subject Property no later than February 15, 2023. If the Tisdale House is not relocated to the Subject Property by February 15, 2023, the City shall have no further obligation to transfer title of the Tisdale House to Purchaser, and the City shall be free to sell, transfer or otherwise remove the Tisdale House from its current location.

Section 4. Purchase and Sale

- 4.1. Upon the terms and subject to the conditions set forth in this Agreement, the City agrees to sell and Purchaser agrees to buy the Subject Property for the Purchase Price at Closing.
- 4.2. The Closing shall occur on a business day selected by Purchaser occurring on or before fifteen (15) days after the expiration of the Review Period.
- 4.3. Risk of loss of the Subject Property and Tisdale House remains with the City until the Closing. Purchaser shall bear the risk of loss of the Subject Property and Tisdale House after the Closing.
- 4.4. The City shall pay the cost of the preparation of the Bill of Sale and Deed, any deed excise tax required by law, and all costs in connection with the recordation of the Plat (including obtaining all necessary governmental approvals therefor) and the preservation or conservation agreement. Purchaser shall pay for all other recording costs, all insurance premiums for issuance of any title insurance desired by Purchaser, property taxes pursuant to G.S. § 105-385(c), and any other due diligence expenses. Each party shall be solely responsible for its own counsel fees. The Parties further agree that all costs and expenses shall be prorated as of the Closing Date if such costs are to be prorated.
- 4.5. Title to the Tisdale House shall be delivered at Closing by Bill of Sale. Title to the Subject Property must be delivered at Closing by special warranty deed, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year; utility easements and unviolated restrictive covenants that do not materially affect the value of the Subject Property; restrictive covenants referenced in section 5.1., and such other encumbrances as may be assumed or specifically approved by Purchaser. The Subject Property shall be described in the deed by reference to the recorded Plat. The deed is to be made to Purchaser.

4.6. Except as otherwise provided herein, all costs, charges, taxes and expenses shall be prorated to date of Closing and paid as a part of Closing to the extent such amounts can be determined. If not determined at Closing, the parties shall, within thirty (30) days of Closing, determine such amounts and account one to the other for any amounts owing.

Section 5. City Obligations

5.1. Within ten (10) days of the Effective Date, the City shall provide to Purchaser a draft of the proposed preservation or conservation agreement for Purchaser's approval to be incorporated into the special warranty deed. Unless Purchaser shall have reasonably provided any objections to the proposed preservation or conservation agreement during the Review Period, the terms of the preservation or conservation agreement in the form of restrictions that run with the land shall be incorporated in the special warranty deed referenced in section 4.5.

Section 6. Condemnation

6.1. If prior to Closing, all or any portion of the Subject Property is taken by eminent domain, Purchaser may at its option, consummate the transaction contemplated or terminate this Agreement. If Purchaser elects to close, then the City may retain any condemnation proceeds previously paid (and Purchaser shall receive a credit against the Purchase Price with respect thereto) or, if such proceeds shall not then have been paid, the City shall assign to Purchaser its rights thereto resulting from such taking, and Purchaser shall be entitled to pursue the claim against the condemning authority and retain any resulting award for such taking, and the Closing shall occur without adjustment of the Purchase Price. If Purchaser elects to terminate this Agreement, the parties shall thereafter have no further obligations or duties hereunder.

Section 7. Survival; Continuing Obligation

7.1. All representations, warranties, covenants and agreements made by the Parties hereto shall survive the Closing and delivery of the deed for a period of two (2) years following the Closing; provided, the warranties of title set forth in the special warranty deed shall survive the Closing indefinitely. The City shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 8. Termination

- 8.1. This Agreement may be terminated at any time prior to the Closing:
 - 8.1.1. By mutual written agreement of the City and Purchaser;
 - 8.1.2. By Purchaser, in its sole discretion, as permitted by Section 3; or

8.1.3. By the City or Purchaser if there shall be any applicable law, rule, regulation or ordinance that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of the transactions contemplated by this Agreement would violate any non-appealable final order, decree or judgment of any court or governmental or regulatory body having competent jurisdiction.

- 8.2. The party to this Agreement desiring to terminate this Agreement pursuant to this section shall give notice of such termination to the other party to this Agreement.
- 8.3. If this Agreement is terminated as permitted herein, then such termination shall be without liability of either party to this Agreement (or any official, shareholder, partner, member, manager, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement.

Section 9. Miscellaneous

- 9.1. This Agreement may not be assigned.
- 9.2. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out as follows, or at such other addresses as specified by written notice delivered in accordance herewith:

If to Seller, at: City of New Bern

Attn: City Manager 300 Pollock Street New Bern, N.C. 28560

With copy to: Michael Scott Davis

Davis Hartman Wright, LLP

209 Pollock Street New Bern, NC 28560

If to Purchaser, at: New Bern Preservation Foundation, Inc.

Attn: Chairman 510B Pollock Street New Bern, NC 28560

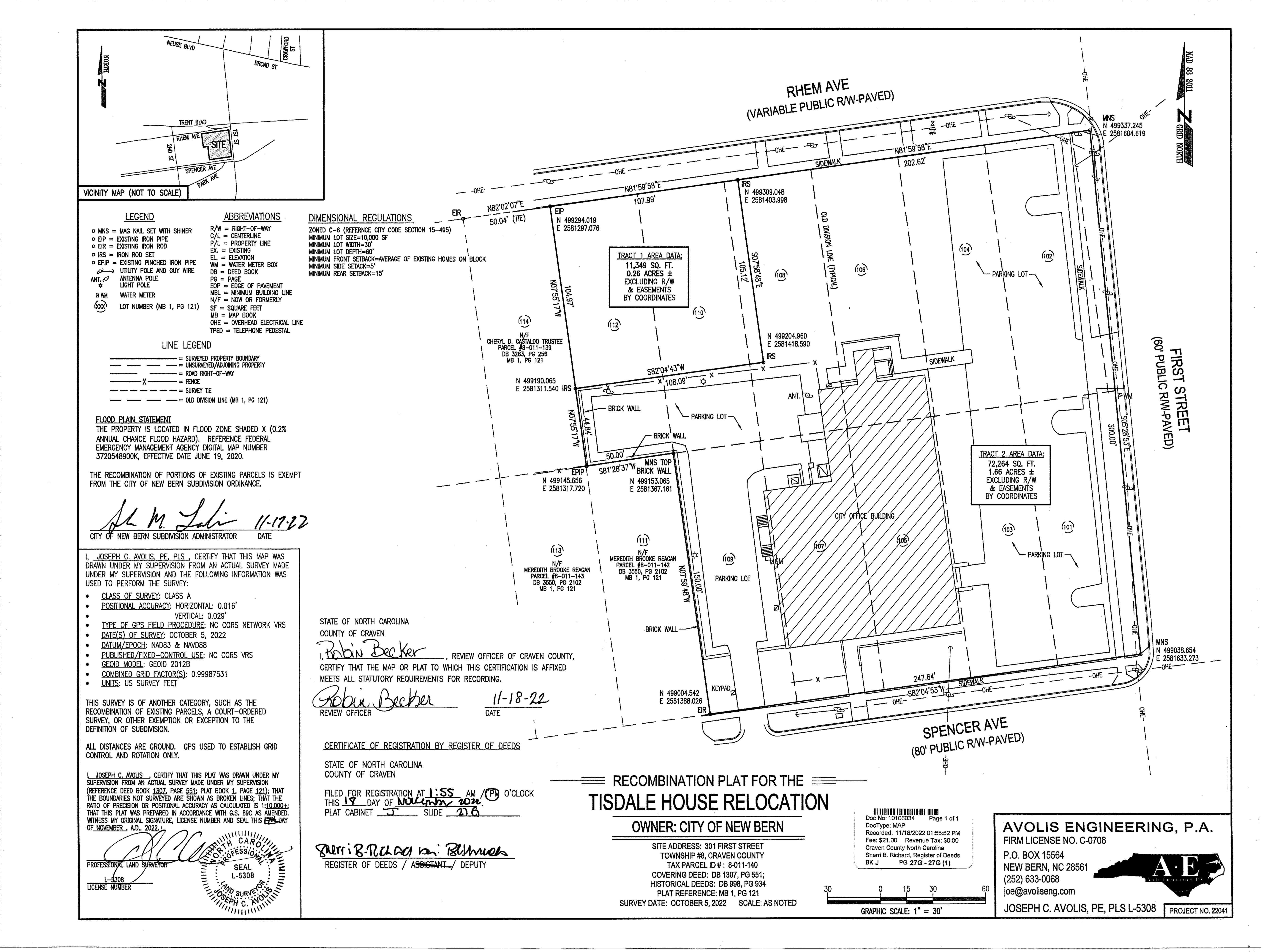
9.3. Except as expressly provided herein, the City and Purchaser agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Purchaser. The City and Purchaser represent and warrant to each other that: (i) they have not employed nor engaged any brokers or real estate agents to be involved in this transaction,

- and (ii) that the compensation of any consultants is established by and shall be governed by separate agreements entered into as amongst the consultant(s), the Purchaser and/or the City.
- 9.4. No failure by either party to this Agreement to exercise, and no delay by either party in exercising, any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
- 9.5. Except as otherwise provided in this Agreement, all costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement shall be paid by the party incurring such cost or expense.
- 9.6. This Agreement shall be binding upon and shall inure to the benefit of Purchaser and the City and their respective successors, and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 9.7. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via telephone facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- 9.8. This Agreement constitutes the entire agreement between the City and Purchaser with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations, both written and oral, between the City and Purchaser with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty that is not set forth in this Agreement has been made or relied upon by either the City or Purchaser. Neither this Agreement nor any provision of this Agreement is intended to confer any rights or remedies under this Agreement upon any Person other than the City, Purchaser and their respective successors and permitted assigns.
- 9.9. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 9.10. This Agreement shall be deemed to be a contract made under the laws of the State of North Carolina, and for all purposes shall be governed by, and construed in all respects (including matters of construction, validity and performance) in accordance with, the laws of the State of North Carolina, without regard to the conflicts of law rules of such state.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, as of the date first above written.

SELLER:			
CITY OF NEW BERN			
By:	(SEAL)	Date:	, 2022
PURCHASER:			
NEW BERN PRESERVATION FO	UNDATION, INC.		
By:President	(SEAL)	Date:	, 2022

Exhibit A



AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving a Contract with Midwest Maintenance, Inc. for the City Hall Repointing Project

Date of Meeting: 11/22/2022		Ward # if applicable: 1			
Department: Administration		Person Submitting Item: Foster Hughes, City Manager			
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A			
Explanation of Item:	Bids have been received for the City Hall Brick Repointing Project. Funding for this project will come from FEMA, General Fund and Fund Balance.				
Actions Needed by Board:	Adopt resolution authorizing the City Manager to execute the construction contract with Midwest Maintenance, Inc. and any change orders for the City Hall Repointing Project.				
Backup Attached:	Bid Tabulation, Memo from City Manager, and Resolution.				
Is item time sensitive? ⊠Yes □No					
Will there be advocates/opponents at the meeting? ☐ Yes ☒ No					
Cost of Agenda Item: \$564,108.00					
If this requires an expenditure, has it been budgeted and are funds available					
and certified by the Finance Director? Yes 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

To: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: November 18, 2022

Subject: Proposed Resolution Approving a Contract with Midwest Maintenance,

Inc. for the City Hall Repointing Project.

Background Information:

As a result of Hurricane Florence, City Hall received interior moisture damage in several areas of the building, most notably in the courtroom. We discovered that the damage was caused by water intrusion through the mortar joints.

City staff worked with Oakley Collier Architects on the bidding process. Bids were opened October 11, 2022. Bids were received from Daniels and Daniels Construction and Midwest Maintenance, Inc.

The low bid for the project was \$564,108.00 from Midwest Maintenance, Inc.

FEMA awarded \$200,000 for repointing for two sides of City Hall. An additional \$200,000 has been allocated in the FY 2023 budget, for the repointing of the remaining two sides of City Hall. The remaining \$164,108.00 plus the estimated cost of mortar (\$25,000), totaling \$189,108.00 will need to come from fund balance. If approved, a budget amendment will be presented at the December 13 meeting.

Recommendation:

Approve the resolution.

RESOLUTION

WHEREAS, the following bids were received and opened on October 11, 2022, for the City Hall Brick Repointing Project:

VENDOR	<u>BI</u>	<u>D AMOUNT</u>
Daniels & Daniels Construction Goldsboro, NC	\$	771,000.00
Midwest Maintenance Inc. Piqua, OH	\$	564,108.00

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

THAT the City Manager is hereby authorized to execute on behalf of the City of New Bern a contract with Midwest Maintenance, Inc. in the amount of \$564,108.00, a copy of which is attached hereto and incorporated herein by reference, and any change orders within the budgeted amount, for the City Hall Repointing Project.

ADOPTED THIS 22ND DAY OF NOVEMBER, 2022.

	JEFFREY T. ODHAM, MAYOR
BRENDA E. BLANCO, CITY CLERK	_



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 22nd day of November in the year 2022

BETWEEN the Owner:

City of New Bern 300 Pollock Street New Bern, NC 28560

and the Contractor:

Midwest Maintenance, Inc 101 Fox Drive Piqua, OH 45356

for the following Project:

New Bern City Hall Brick Restoration OCA Project # 22017

The Architect:

Oakley Collier Architects, PA 109 Candlewood Road Rocky Mount, NC 27804

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **CONTRACT SUM**
- 5 **PAYMENTS**
- **DISPUTE RESOLUTION**
- **TERMINATION OR SUSPENSION**
- 8 **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[]	The date of this Agreement.
[X]	A date set forth in a notice to proceed issued by the Owner.
[]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X]	Not later than Or	ne Hundred Eighty (180)) calendar da	ays from t	he date of	commencement o	f the
-------	-------------------	---------------------	-------	---------------	------------	------------	----------------	-------

2

Work.

ſ	1	Bv	the	follo	wing	date:
		<i>D</i> ,	-110	TOTIC	, ,, ,,,,	uu.u.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

CONTRACT SUM ARTICLE 4

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum, not to exceed, shall be Three Hundred Seventeen Thousand Three Hundred Thirty Four Dollars (\$ 317,334.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
G-1: South Side Repointing	\$117,078.00
G-2: West Side Repointing	\$129,696.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Paragraph deleted)

Item **Price Conditions for Acceptance**

N/A N/A N/A

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

> Item **Price**

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item **Units and Limitations** Price per Unit (\$0.00) \$2,579.00 Cast Stone Replacement Per Stone **Brick Replacement** Square Foot Unit Price \$354.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500/day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work; .1
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

Init.

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

Until final payment the Owner will pay ninety-five (95%) percent of the amount due the Contractor on account of progress payments. There will be no reduction in the five (5%) percent retainage withheld after substantial completion. Retainage will be released upon final completion and acceptance of the project and receipt of the Certificate of Completion with the building inspection authority having jurisdiction over the project. The General Contractor shall be responsible for securing such certification.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

N/A

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

1.5 % monthly

ARTICLE 6 **DISPUTE RESOLUTION**

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

- [] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [**X**] Litigation in a court of competent jurisdiction

Init

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[] Other

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Foster Hughes, City Manager City of New Bern 300 Pollock Street New Bern, NC 28560 Phone: (252) 639-2700

Email: hughesf@newbernnc.gov

§ 8.3 The Contractor's representative:

Andrew DeBrosse, Project Manager Midwest Maintenance, Inc 101 Fox Drive Piqua, OH 45356 Phone: (706) 855-8888

Email: andy@mmirestoration.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- .3 Drawings- See Index of Drawings

.4

(Paragraphs deleted)

Specifications- See Table of Contents

(Paragraph deleted)

.5 Addenda, if any:

Number	Date	Pages
Addenda 1	09/15/2022	5
Addenda 2	09/26/2022	4
Addenda 3	09/26/2022	8

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other documents, if any, listed below:

Performance Bond Payment Bond Form of Proposal (BID)

(Paragraphs deleted)

Minority Business Participation Information

(Table deleted)

Certificate of Insurance

(Table deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	CONTRACTOR (Signature)
(Printed name and title)	(Printed name and title)

(1362259253)

Additions and Deletions Report for

AIA® Document A101® - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:17:32 ET on 11/16/2022.

PAGE 1 AGREEMENT made as of the day of in the year (In words, indicate day, month and year.)22nd day of November in the year 2022 (Name, legal status, address and other information) City of New Bern 300 Pollock Street New Bern, NC 28560 (Name, legal status, address and other information) Midwest Maintenance, Inc 101 Fox Drive Piqua, OH 45356 (Name, location and detailed description) New Bern City Hall Brick Restoration OCA Project # 22017 (Name, legal status, address and other information) Oakley Collier Architects, PA 109 Candlewood Road Rocky Mount, NC 27804 PAGE 2 (Check one of the following boxes.)

(Check one of the following boxes and complete the necessary information.)

A date set forth in a notice to proceed issued by the Owner.

[<u>X</u>]

[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the

PAGE 3	Work.		
	<u>N/A</u>		

Contract.	COwner shall pay the Contractor the Contract The Contract Sum shall be (\$ Sum, not Thirty Four Dollars (\$ 317,334.00), subjects.	to exceed, shall be Three Hunds	red Seventeen Thousand Three
	G-1: South Side Repointing G-2: West Side Repointing	\$117,078.00 \$129,696.00	

(Insert be	clow each alternate and the conditions that	must be met for the Owner to acc	cept the alternate.)

	N/A	<u>N/A</u>	<u>N/A</u>
 (Identify 	the item and state the unit price and quantii	ty limitations, if any, to which the	unit price will be applicable.)
	Cast Stone Replacement Brick Replacement	Per Stone Square Foot Unit Price	\$2,579.00 \$354.00

\$500/day PAGE 4	d.		
<u>N/A</u>			
the Owner month. If the amou	rovided that an Application for Payment is rer shall make payment of the amount certifice an Application for Payment is received by nt certified shall be made by the Owner not on for Payment.	ed to the Contractor not later than the Architect after the applicatio	the 15th day of the following n date fixed above, payment of

	percentage or amount to be withheld as reta may be limited by governing law.)	inage from each Application for	Payment. The amount of

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User Notes:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.) $\underline{N/A}$
•••
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)
Until final payment the Owner will pay ninety-five (95%) percent of the amount due the Contractor on account of progress payments. There will be no reduction in the five (5%) percent retainage withheld after substantial completion. Retainage will be released upon final completion and acceptance of the project and receipt of the Certificate of Completion with the building inspection authority having jurisdiction over the project. The General Contractor shall be responsible for securing such certification.
(Insert any other conditions for release of retainage upon Substantial Completion.) N/A
<u>N/A</u>
(Insert rate of interest agreed upon, if any.)
-%-1.5 % monthly

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) N/A
(Check-the appropriate box.)
···
[X] Litigation in a court of competent jurisdiction
[] Other (Specify)
PAGE 6
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.) N/A
(Name, address, email address, and other information)

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User Notes:

Foster Hughes, City Manager City of New Bern 300 Pollock Street

New Bern, NC 28560 Phone: (252) 639-2700

Email: hughesf@newbernnc.gov

* * *

(Name, address, email address, and other information)

Andrew DeBrosse, Project Manager

Midwest Maintenance, Inc

101 Fox Drive Piqua, OH 45356 Phone: (706) 855-8888

Email: andy@mmirestoration.com

PAGE 7

(If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

...

N/A

* * *

- .2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM—2017, General Conditions of the Contract for Construction
- .3 Drawings- See Index of Drawings
- 4 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Specifications- See Table of Contents

.5 Drawings.5 Addenda, if any:

Number	Title Date	Date Pages
Addenda 1	<u>09/15/2022</u>	<u>5</u>
Addenda 2	09/26/2022	<u>4</u>
Addenda 3	09/26/2022	<u>8</u>

6-Specifications

Section Title Date Pages

7 Addenda, if any:

Number Date Pages

.8	Other Exhibits: 6	Other documents,	if any, listed b	elow:		
(Check all be	exes that apply and i	aclud e appropriate inf	formation-ider	ntifying the exhil	oit where req	uired.)
	Performance Bon	<u>d</u>				
	[-]-AIA-Docu	ment E204TM 2017, 8	Sustainable Pr	ojects Exhibit, d	ated as indica	ited below:Payment
	Bond					
	(Insert the date of	the E204-2017 incorp	porated into tl	nis Agreement.)[Form of Prop	osal (BID)
		rinability Plan:				
		Participation Informa	<u>ation</u>			
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	[] Suppleme	nta ry and other Cond i	mons or the C	ontract: Cerunca	ite of Insuran	ice
	Document		Title		Date	Pages
						J
	.9 Other doe	uments, if any, listed	below:			
	(List here any add	itional documents tha	t are intended	to form part of t	he Contract	Documents. AIA
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		Contractor's bid or pr			,	
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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such

documents should be listed here only if intended to be part of the Contract Documents.)

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Timothy Oakley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:17:32 ET on 11/16/2022 under Order No. 2114298453 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

With Dooling				
(Signed)				***************************************
Principal				
(Title)		посления неговория на высок на	**************************************	
11/22/2022				
(Dated)	averer buodustatet i eret e en e			nation of the second of the se









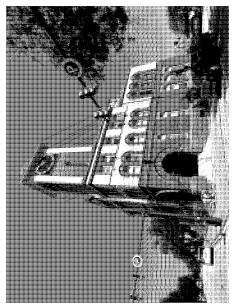




OAKLEY OAKLEY

NEW BERN CITY HALL BRICK RESTORATION PROJECT

300 POLLOCK STREET NEW BERN, NORTH CAROLINA



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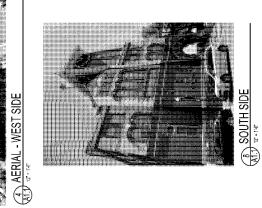
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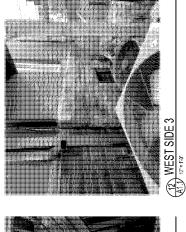




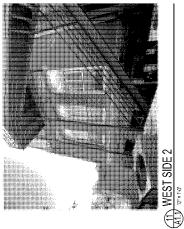




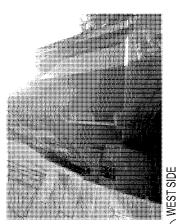


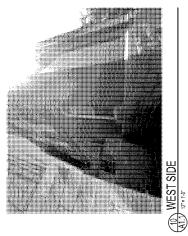


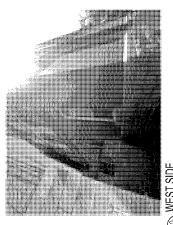


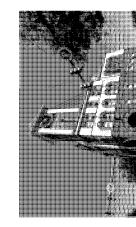






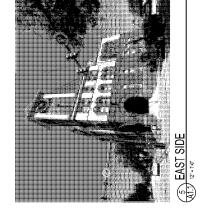




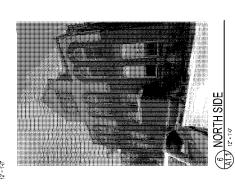


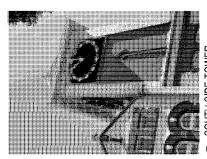
AERIAL - SOUTH SIDE

AERIAL - EAST SIDE









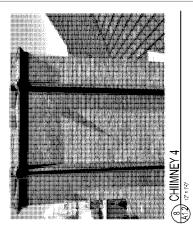




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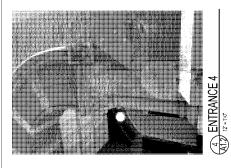
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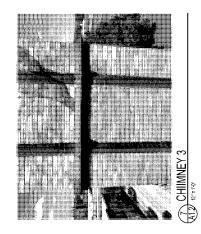
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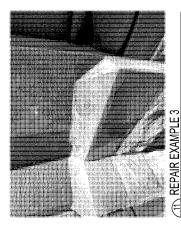


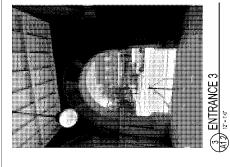


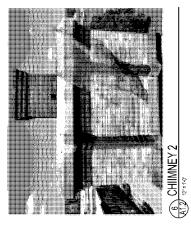


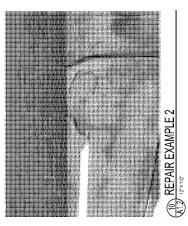


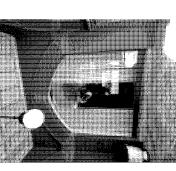




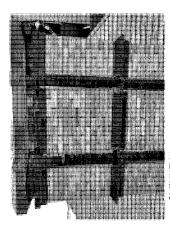


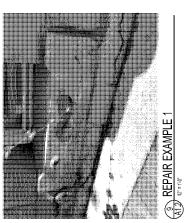


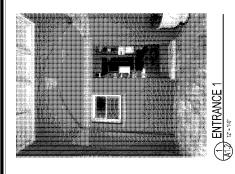




2 ENTRANCE 2 (A1.2) 12"= 110"







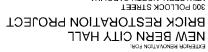






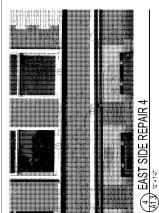
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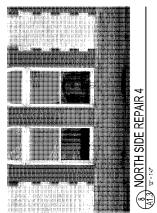


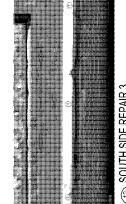


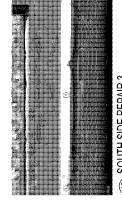


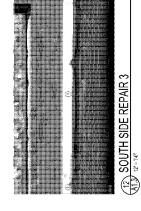




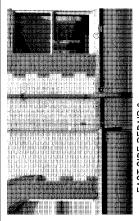








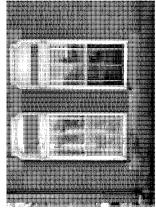
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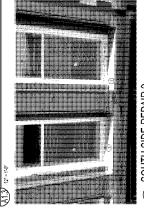
EAST SIDE REPAIR





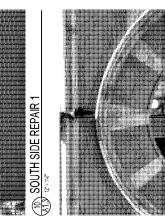
NORTH SIDE REPAIR 2

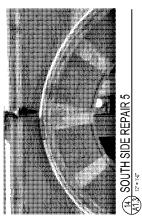
NORTH SIDE REPAIR 1



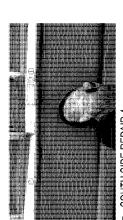










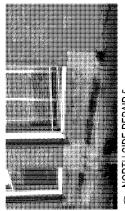


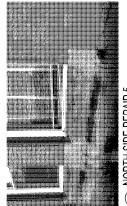




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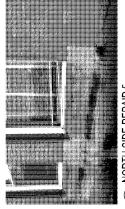


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- Notice to Bidders
- Instructions to Bidders (AIA A701-2018)
- Supplementary Instructions to Bidders
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- Form of Proposal
- Minority Business Participation Forms
- Form of Bid Bond (AIA A310-2010)
- Construction Agreement (AIA A101-2017)
- Form of Performance Bond (AIA A312-2010)
- Form of Payment Bond (AIA A312-2010)
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- Preservation Briefs Repointing Mortar Joints in Historic Masonry Buildings

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01 20 00 - Price and Payment Procedures

01 22 00 - Unit Prices

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01 30 00 - Administrative Requirements

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DIVISION 04 -- MASONRY

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04 05 11 - Masonry Mortaring and Grouting

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DIVISION 32 -- EXTERIOR IMPROVEMENTS

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ADDENDUM NUMBER: ONE

PROJECT: New Bern City Hall Brick Restoration

City of New Bern 300 Pollock Street New Bern, NC

PROJECT NO: 22017

DATE: September 15, 2022

OWNER: City of New Bern

ARCHITECT: Oakley Collier Architects, P.A.

109 Candlewood Road

Rocky Mount, North Carolina 27804

(252) 937-2500

PREVIOUSLY ISSUED: None

TO ALL CONTRACTORS:

This Addendum is hereby made a part of the Contract Documents to the same extent as if originally included therein. This Addendum must be acknowledged on the Form of Proposal and shall be placed with the Contract Documents.

Drawings Dated August 29, 2022, and Project Manual dated August 2022 for this project are hereby modified, corrected, or supplemented as follows:

Substitution Requests

Subject to requirements of plans and specifications, the following manufacturers are approved to bid:

Section Section Title Manufacturer / Product

None

General

Item <u>1</u> General Pre-Bid Meeting minutes

See the attached Pre-Bid Meeting minutes and Sign-in sheet.

Item 2 General Existing Downspouts

Contractor is to remove the existing downspouts to repair masonry joints behind. Downspouts are the be reinstalled after repointing has been completed in that area.

New Bern City Hall Project No. 22017 City of New Bern <u>Pre-Bid Meeting Minutes</u> September 14, 2022, 10:00 AM



Owner: City of New Bern

300 Pollock Street

New Bern, North Carolina

Location: New Bern City Hall

300 Pollock Street

New Bern, North Carolina

Architect: Oakley Collier Architects

109 Candlewood Road Rocky Mount, NC 27804 Phone: (252) 937-2500

On behalf of the Owner and Oakley Collier Architects, we would like to thank you for your interest and attendance at this Pre-Bid Conference.

I Bid:

Sealed Bids for a Single Prime Contract will be received and publicly opened at: 3:00 p.m. on Thursday, September 29, 2022

New Bern City Hall

300 Pollock Street

New Bern, North Carolina

All bids will be held until 3:00 p.m. on September 29, 2022 at which time the bids will then be opened and read aloud.

II Bid Day Documents: Refer to Specifications

- 1. Proposal Form Pages 1 through 3.
- 2. Bid Bond (5%) or Certified Check (5%). Use form provided in the specifications.
- 3. MBE Forms
- 4. Bid envelope should be sealed with the following information listed on the outside of the envelope.
 - a. Bidder's Name and Address
 - b. North Carolina Contractor's License Number
 - c. Name of Project
- 5. If awarded the Contract, the Bidder must provide an executed Performance Bond and Payment Bond for 100% of the Contract by a company licensed in North Carolina. Certificates of Insurance meeting the requirements indicated in the specifications will also be required.
- 6. Any bids that have qualifying notes or comments will be rejected.

 For mailed bids, it's the contractor's responsibility to ensure the bid arrives prior to the bid opening time. Place the bid in a double envelope with: Bid Project Name, Contractor's name and License Number, and Mailing Address, written on the outside of the envelope. Mail to City of New Bern, Attention Foster Hughes, 300 Pollock Street, New Bern, NC 28560.

New Bern City Hall Project No. 22017 City of New Bern <u>Pre-Bid Meeting Minutes</u> September 14, 2022, 10:00 AM



III Alternates / Unit Prices / Allowances:

ALTERNATES

Alternate No. G-1 - South Side Repointing

Alternate No. G-2 – West Side Repointing

Alternate No. G-3 – Masonry repair

UNIT PRICES

Unit Price 1 – Cast Stone Replacement – Cost to fabricate and install each

Unit Price 2 – Brick Replacement – Cost to fabricate and install one square foot

ALLOWANCES

None

IV No Preferred Alternates:

No preferred brand alternates for this project.

V Schedule:

No proposal may be withdrawn after the closing time for the receipt of the bids for a period of 90 days.

<u>Substantial Completion</u> shall be <u>One Hundred Fifty (150) consecutive calendar days from Notice to Proceed.</u>

VI Liquidated Damages:

See Supplementary General Conditions (00 73 00): **\$500 each calendar day** in excess of the stated completion time.

VII Examination of Bid Documents:

All Bidders are expected to fully examine and familiarize themselves with the Drawings, Specifications, Existing Drawings, and Existing Site Conditions. All Bidders should read the scopes of the bid package. Any questions or clarifications should be directed to the Architect. No allowances will be made after the bids are received for any oversight due to failure to examine the documents.

VIII Substitutions:

Substitutions or approvals of "Equals" will only be accepted if approved by the Architect in writing at least 7 days prior to the receipt of bids.

New Bern City Hall Project No. 22017 City of New Bern <u>Pre-Bid Meeting Minutes</u> September 14, 2022, 10:00 AM



IX Technical Questions:

Technical questions should be submitted to Architect as soon as possible by phone or email. All subcontractor questions should come through the GC in lieu of directly to the architect. Last day for questions shall be **September 23rd**, by 5:00pm.

David Griffin dgriffin@oakleycollier.com (252) 937-2500 ext. 103

X Construction Documents:

This is a formal bid and construction documents, and specifications are available via digital download. All addenda as well as the plan holders list will be distributed to pre-bid meeting attendees and plan holders. Contact aseaman@oakleycollier.com to request plans.

XI Addenda:

Addenda shall be emailed to everyone on the Architect's plan holders list. Acknowledge receipt of all addenda on bid form.

XII Architect's brief description of the project:

The project consists of the repointing of all masonry joints on the exterior of the building. All repairs and mortar removal are to be done by hand per the guidelines included in the project manual. Some precast shapes are to be removed and replaced. **The color match mortar shall be provided by the owner.**

XIII Open for Questions.

- 1. Color Match mortar will be provided by the owner. Contractor shall work with the owner to confirm quantities needed for each area of work. Contractor quantities shall be provided in a timely manner as to not delay schedules.
- 2. Contractor may use the owner's power and water available at the site.
- 3. Contractor is responsible for protecting the sidewalk pavers. All damages are the responsibility of the contractor.
- 4. Work areas around the building shall be coordinated with the owner.
- 5. Loud noise work shall be performed between 7:00 AM till 9:00 PM
- **6.** Scaffolding may be used to perform masonry restoration. Protection for Pedestrian passage around building shall be provided by the contractor.
- 7. Contractor shall remove the existing downspouts to perform the masonry joint repairs behind and reinstall after work is complete.

New Bern City Hall Brick Restoration 300 Pollock Street Pre-Bid Meeting

Architect's Project Number: 22017



Pre-Bid Meeting Sign In

Wednesday, September 14, 2022 10:00 AM

Name	Company	Phone	Email
David Griffin	OCA	252-937-2500	dgriffin@oakleycollier.com
Jim Anzalone	BMS	704-840-8607	Jim.anzalone@bmsroofs.com
Andy DeBrosse	Midwest Maintenance, INC	706-726-5883	andy@mmirestoration.com
Erik Barrow	Daniels & Daniels	252-714-8100	erikb@danddcc.com

ADDENDUM NUMBER: TWO

PROJECT: New Bern City Hall Brick Restoration

City of New Bern 300 Pollock Street New Bern, NC

PROJECT NO: 22017

DATE: September 26, 2022

OWNER: City of New Bern

ARCHITECT: Oakley Collier Architects, P.A.

109 Candlewood Road

Rocky Mount, North Carolina 27804

(252) 937-2500

PREVIOUSLY ISSUED: One

TO ALL CONTRACTORS:

This Addendum is hereby made a part of the Contract Documents to the same extent as if originally included therein. This Addendum must be acknowledged on the Form of Proposal and shall be placed with the Contract Documents.

Drawings Dated August 29, 2022, and Project Manual dated August 2022 for this project are hereby modified, corrected, or supplemented as follows:

Substitution Requests

Subject to requirements of plans and specifications, the following manufacturers are approved to bid:

Section Section Title Manufacturer / Product

None

General

Item 1 General Project Duration

Project Duration shall be **180** days in lieu of the **150** days specified

Item <u>2</u> General Form of Proposal

Replace the Form or of Proposal in the project manual with the attached revised Form of Proposal in its entirety. Project duration changed. Specified unit price quantities to be included in Base Bid have been omitted from unit price line items. Specified unit quantities noted on plans shall be included in Alternate G-3

only.

End of Addendum

FORM OF PROPOSAL

Brick Restoration Project New Bern City Hall Architect's Project #: 22017	Bidder: Date:
as principal of principals is or are named any interest in this Proposal or in the con connection with any other person, compa respects fair and in good faith without of examined the site of the Work and the C	es that the only person or persons interested in the Proposal herein and that no other person than herein mentioned has stract to be entered into; that this proposal is made without any or parties making a bid or proposal; and that it is in all collusion or fraud. The Bidder further declares that he has contract Documents relative thereto and has read all special of bids; that he has satisfied himself relative to the work to be
form of contract specified, to furnish all r means of transportation, and labor nece veneer joints for the New Bern City Hall, i documents, to the full and entire satisfacti	posal is accepted to contract with the <u>City of New Bern</u> in the necessary materials, equipment, machinery, tools, apparatus, essary to complete the <u>restoration of the exterior masonry</u> in full accordance with the plans, specifications, and contract on of the <u>City of New Bern</u> with a definite understanding that except as set forth in the General Conditions and Contract
SINGLE PRIME CONTRACT:	LICENICE NIO
	LICENSE NO.
Base Bid: (North and East Side repointing)	Dollars (\$)

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the Architect and shall fully complete all work within the <u>180 Days</u> from date of commencement established in a Notice to Proceed.

ALTERNATES		
Should any of the alternates as described in the o		
be the amount to be "added to" or "deducted fro	om" the base bid. (Strike out "Add"	or "Deduct" as appropriate.)
Alternate No. G-1: South Side Repointing		
(Add)(Deduct)		Dollars (\$)
Alternate No. G-2: West Side Repointing		D II (A)
(Add)(Deduct)		Dollars (\$)
Alternate No. G-3: Masonry Repair		
(Add)(Deduct)		Dollars (\$)
UNIT PRICES		
Unit prices quoted and accepted shall apply	· -	•
specifically noted. Unit prices shall be applied		
the base bid quantity of the work all in accor	dance with the contract docume	ents.
GENERAL CONTRACT:		
Unit Price No. 1: Cast Stone Replacement	Per	Stone (Each) (\$)
(All Building Elevations)		
Unit Price No. 2: Brick Replacement	Square Foot	Unit Price (\$)
(All Building Elevations)		
The undersigned further agrees that in the		
the bond within ten (10) consecutive cale	•	
contract, the check, cash or bid bond accom	. ,	
account set aside for the project, as liquida	_	therwise the check, cash or
bid bond accompanying this proposal shall be	e returned to the undersigned.	
Attach certified check, cash or bid bond to th	nis proposal.	
Respectfully submitted this	day of	20
Name of firm or corporation making bid		
Traine of firm of corporation making bid		

WITNESS:	Ву:
	Title: (Owner, Partner, Pres., V. Pres.)
Proprietorship or Partnership	(Owner, Partner, Pres., V. Pres.)
	Address:
	License No:
	Federal ID No:
(Corporate Seal)	
ATTEST:	
Ву:	
Title:	
Title:(Corp. Sec. or Asst. Sec. Only)	
Addenda received and used in compu	uting bid:
Addendum No. 1	Addendum No. 3
Addendum No. 2	Addendum No. 4
For All Official Notices:	
Name and Title	
Name of Firm/Corporation	
Street Address, City, State and Zip	
Telephone and Fax Numbers	

ADDENDUM NUMBER: THREE

PROJECT: New Bern City Hall Brick Restoration

City of New Bern 300 Pollock Street New Bern, NC

PROJECT NO: 22017

DATE: September 26, 2022

OWNER: City of New Bern

ARCHITECT: Oakley Collier Architects, P.A.

109 Candlewood Road

Rocky Mount, North Carolina 27804

(252) 937-2500

PREVIOUSLY ISSUED: One, Two

TO ALL CONTRACTORS:

This Addendum is hereby made a part of the Contract Documents to the same extent as if originally included therein. This Addendum must be acknowledged on the Form of Proposal and shall be placed with the Contract Documents.

Drawings Dated August 29, 2022, and Project Manual dated August 2022 for this project are hereby modified, corrected, or supplemented as follows:

Substitution Requests

Subject to requirements of plans and specifications, the following manufacturers are approved to bid:

Section	Section Title	Manufacturer / Product
Nana		

None

General

Item 1 General Project Re-Bid Date

Project Bid Date and Time shall be changed to **October 11th at 3:00**. The bid location will remain at the New Bern City Hall. Bids will be received and opened published that time

publicly at that time.

Item 2 General Third Party Testing Allowance

The contractor shall include in the Base bid an allowance of **\$48,000** to be used towards the cost of the third-party consultant. The consulting firm shall be

selected by Owner.

Item <u>3</u> General F

Form of Proposal

Replace the Form or of Proposal in the project manual with the attached revised Form of Proposal in its entirety. Additional Alternates have been added to the project. Specified unit quantities noted on plans shall be included in Alternate G-3 only.

Specifications

Item 1 General

Specification 01 23 00 Alternates

Replace specification 01 23 00 Alternates in the project manual with the attached revised specification in its entirety. Additional Alternates G-4, G-5, G-6 have been added to the project.

End of Addendum

FORM OF PROPOSAL

Bidder: Date:
Date:
erson or persons interested in the Proposal of other person than herein mentioned has ed into; that this proposal is made without king a bid or proposal; and that it is in all at The Bidder further declares that he has its relative thereto and has read all special a satisfied himself relative to the work to be
o contract with the <u>City of New Bern</u> in the s, equipment, machinery, tools, apparatus, e the <u>restoration of the exterior masonry</u> with the plans, specifications, and contract <u>ew Bern</u> with a definite understanding that th in the General Conditions and Contract
Dollars (\$)

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the Architect and shall fully complete all work within the <u>180 Days</u> from date of commencement established in a Notice to Proceed.

<u>ALTERNATES </u>	
Should any of the alternates as described in the contract do	cuments be accepted, the amount written below shall
be the amount to be "added to" or "deducted from" the bas	se bid. (Strike out "Add" or "Deduct" as appropriate.)
Alternate No. G-1: South Side Repointing	
(Add)(Deduct)	Dollars (\$)
(Mad/Beddet)	Donato (p)
Alternate No. G-2: West Side Repointing	
(Add)(Deduct)	Dollars (\$)
(Add)(Deddet)	νοιιαί3 (\$)
Alternate No. G-3: Masonry Repair	
(Add)(Deduct)	Dollars (\$)
Alternate No. G-4: 50% Masonry Repointing of North	
(Add)(Deduct)	Dollars (\$)
Alternate No. G-5: 50% Masonry Repointing of South	Side elevation
(Add)(Deduct)	Dollars (\$)
Alternate No. G-6: 50% Masonry Repointing of West S	Side elevation
(Add)(Deduct)	Dollars (\$)
UNIT PRICES	
Unit prices quoted and accepted shall apply through	out the life of the contract, except as otherwise
specifically noted. Unit prices shall be applied, as appr	opriate, to compute the total value of changes in
the base bid quantity of the work all in accordance wit	h the contract documents.
GENERAL CONTRACT:	
Helia Bellera Nier de Geral Green Brita	D-2 Ch- (5 1) (6)
Unit Price No. 1: Cast Stone Replacement	Per Stone (Each) (\$)
(All Building Elevations)	
Unit Price No. 2: Brick Replacement	Square Foot Unit Price (\$)
(All Building Elevations)	
· · · · · · · · · · · · · · · · · · ·	

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given on the award contract, the check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach certified check, cash or bid bond to thi	is proposal.	
Respectfully submitted this	day of	20
Name of firm or corporation making bid		
WITNESS:	Ву:	
Proprietorship or Partnership	Title:(Owner, Partner, Pres., V. Pres.) Address:	
	License No: Federal ID No:	
(Corporate Seal)		
ATTEST:		
Ву:		
Title:(Corp. Sec. or Asst. Sec. Only)		
Addenda received and used in computing bid	:	
Addendum No. 1	Addendum No. 3	
Addendum No. 2	Addendum No. 4	
For All Official Notices:		

Name and Title		
Name of Firm/Corporation		
Street Address, City, State and Zip		
Telephone and Fax Numbers		

SECTION 01 23 00 ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Document Instructions to Bidders: Instructions for preparation of pricing for alternatives.

1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.04 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the Alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- B. Notification: Immediately following award of the Contract, each party involved shall be notified in writing of the status of each alternate, in particular whether alternates have been accepted, rejected, or deferred for later consideration. Notification shall include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

1.05 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.06 SCHEDULE OF ALTERNATES

- A. Alternate No. G-1 South Side Masonry Repointing
 - 1. The contractor shall stipulate a sum to be added to the Base Bid for the repointing of all masonry mortar joints for the entire wall surface per plans and specifications.
- B. Alternate No. G-2 West Side Masonry Repointing
 - 1. The contractor shall stipulate a sum to be added to the Base Bid for the repointing of all masonry mortar joints for the entire wall surface per plans and specifications.
- C. Alternate No. G-3 Masonry Repair

- 1. The contractor shall stipulate a sum to be added to the Base Bid for the repair or replacement of all masonry stones and bricks as noted on plans. All replacement stones and bricks shall match the existing in size, shape, color, and texture.
- D. Alternate No. G-4 50% Masonry Repointing of North and East side elevations
 - 1. The contractor shall stipulate a sum to be deducted from the Base Bid for the inspection and repointing of 50 percent of the masonry joints on the North and East side elevations in lieu of all the masnry joints stated in Base Bid. Contractor shall work with third party consultant to confirm areas of required repair.
- E. Alternate No. G-5 50% Masonry Repointing of South side elevation
 - The contractor shall stipulate a sum to be added to the Base Bid for the inspection and repointing of 50 percent of the masonry mortar joints for per plans and specificaitons. Contractor shall work with third party consultant to confirm areas of required repair.
- F. Alternate No. G-6 50% Masonry Repointing of West side elevation
 - 1. The contractor shall stipulate a sum to be added to the Base Bid for the inspection and repointing of 50 percent of the masonry mortar joints for per plans and specificaitons. Contractor shall work with third party consultant to confirm areas of required repair.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

END OF SECTION



TABULATION BID

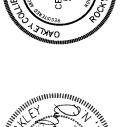
	Project: New E	Project: New Bern Brick Restoration	tion	OCA Project #: 22017	Bid Opening Date/Time	Bid Opening Date/Time: October 11, 2022 3:00 PM	
General (General Contractors:	Daniels & Daniels Construction	Midwest Maintenance, INC				
109	GC License Number:	23697	39356				
	Bonds:	×	×				
Rec	Receipt of Addenda:	×	×				
	MBE Forms:	×	×				
orth & Eas	North & East Side Repointing	\$449,000.00	\$317,334.00				
G-1: Sout	G-1: South Side Repointing	\$157,000.00	\$117,078.00				
G-2: Wes	G-2: West Side Repointing	\$165,000.00	\$129,696.00				
6	G-3: Masonry Repair	\$141,000.00	\$165,864.00				
4: 50% Re	G-4: 50% Repointing of North & East Side	-\$94,000.00	-\$68,912.00				
5: 50% Re	G-5: 50% Repointing of South Side	\$120,000.00	-\$33,475.00				
-6: 50% R	G-6: 50% Repointing of West Side	\$120,000.00	-\$41,583.00				

hereby certify the above information to be correct and true to the best of my knowledge. Signature:

10/12/2022

Date:







AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution to Sale 806 Main Street

Date of Meeting: 11/22/2022 Department: City Clerk		Ward # if applicable: 1 Person Submitting Item: Brenda Blanco	
			Call for Public Hearing
Explanation of Item:	Street for \$2,00 were received. County will received from the proceed	y Baptist Church made an offer to purchase 806 0. The offer was advertised, but no upset bids If the property is sold for the initial bid, the eive \$1,188.45 and the City will receive \$811.55 ds. The bidder owns the adjacent property and	
Actions Needed by Board:	desires to expand its property. Consider adopting resolution to sale the property		
Backup Attached:	Memo, resolution, deed, offer to purchase, tax card, map and pictures of property		
Is item time sensitive?	□Yes ⊠No		
Will there be advocates	opponents at t	he meeting? □Yes ⊠ No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fin		peen budgeted and are funds available	

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:

November 11, 2022

SUBJECT:

Sale of 806 Main Street

First Missionary Baptist Church made an offer to purchase 806 Main Street for \$2,000. The offer was advertised, but no upset bids were received. The vacant 0.18-acre 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, the County will receive \$1,188.45 and the City will receive \$811.55 from the proceeds.

The bidder owns the adjacent 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 806 Main Street, and being more particularly described herein; and

WHEREAS, the City owns a twenty-one percent (21%) undivided interest in the subject property, and Craven County owns a seventy-nine percent (79%) 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 \$2000.00 by The First Missionary Baptist Church, Inc. of 819 Cypress 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 twenty-one percent (21%) 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 The First Missionary Baptist Church, Inc in the sum of \$2,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 806 Main 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 quitelaim 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:

Lying and being situate in the City of New Bern, Craven County, North Carolina, on the north side of Pine Street, between Burn and West Streets, bounded and described, as follows:

Being Lot No. 33 as shown by the survey and map made by B. M. Potter, C. E., April 1944, of the Plan of Bern—Pine Home site, recorded in Map Book 3, Page 8, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 006 350

ADOPTED THIS 22nd DAY OF NOVEMBER, 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. 8-006-350 REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 22nd day of November, 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 THE FIRST MISSIONARY BAPTIST CHURCH, INC., whose mailing address is 819 Cypress Street, New Bern, North Carolina 28560, ("Grantee");

WITNESSETH:

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.

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.

	and the state of t
(SEAL)	
E	By:
	JEFFRY T. ODHAM, MAYOR
ATTEST:	
BRENDA E. BLANCO, CITY CLERK	_

CITY OF NEW BERN

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

Ι,	, Notary Public	in and for said County and State, do before me personally appeared JEFFREY
		ho, being by me duly sworn, says that he
		City Clerk for the City of New Bern, the
		I the foregoing instrument; that he knows e seal affixed to the foregoing instrument
		corporation was subscribed thereto by the
		by order of the Board of Aldermen of said
		is the act and deed of said municipal
corporation.		
11.000.000		1 - 42 - 71 - 222
WITNESS my hand	and official seal this the	day of November, 2022.
		Notary Public
My Commission Expires:		
wy 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

1,	, Notary Public ir	and for said County and State do hereby
certify that on the _		fore me personally appeared JASON R.
	시 교육은 교육하다 가지 않는데 아무리 아래를 되고 있는데 그리고 있다고 있다면 하는데 하는데 하다 그 때문에 다른데	eing by me duly sworn, says that he is the
		County, and that NAN HOLTON is the
		y, the body politic and corporate describe
		he knows the common seal of said body sing instrument is said common seal; that
		bed thereto by the said Chairman; that the
	그렇게 하고 있습니다. 그는 가장 그 사람이 되었다. 학교들이 그리고 사람들이 되는 그를 보니 것이 되었다. 그는 그를 되었다.	d of Commissioners of said body politic
		deed of said body politic and corporate.
*******		4
WITNESS m	y hand and official seal this the	day of November, 2022.
		Materia D. Life
		Notary Public
My Commission Exp	pires:	

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:

Lying and being situate in the City of New Bern, Craven County, North Carolina, on the north side of Pine Street, between Burn and West Streets, bounded and described, as follows:

Being Lot No. 33 as shown by the survey and map made by B. M. Potter, C. E., April 1944, of the Plan of Bern—Pine Home site, recorded in Map Book 3, Page 8, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 006 350

		7.3.4.4	
CDA	B. F. S. P. P.	CO	UNTY
UKA	T. P. IV		111

CRAVEN COUNTY	
First Miss Baptist Church , a	is Buyer, hereby offers to purchase and CRAVEN COUNTY and the
CITY OF NEW BERN, collectively as Seller, upon accept of land described below (hereafter referred to as the "Property of the collective of	tance of said offer, agrees to sell and convey, all of that plot, piece or parcel erty"), upon the following terms and conditions:
narticularly described as:	f New Bern, Craven County, North Carolina, being known as and more
Street Address: 806 Main Street Subdivision Name:	
Toy Down ID No. 9 - 00/ 350	211112
Plat Reference:	red Book 3877, Page in the Craven County Registry.
Being all of that property more particularly described in De	ed Book 877, Page in the Craven County Registry.
2. PURCHASE PRICE: The purchase price is \$2000	ob and shall be paid as follows:
(a) \$2000 . OO , EARNEST MONEY DE	POSIT with this offer by a cash bank check certified check to be
held by Seller until the sale is closed, at which time	it will be credited to Buyer, or until this contract is otherwise properly

- 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.

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

- (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.
- 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:	SELLER	
(If an individual)	CRAVEN COUNTY	
(SEAL)	Ву:	(SEAL)
Name:	Its:	
Date:	Date:	
Address:		
Phone:		
(If a business entity)	CITY OF NEW BERN	
By: Walter J. Harris (SEAL)	Ву:	(SEAL)
Its: Chair, Trustee Board	Its:	
Date: 8-3- 12	Date:	
Address: 813 N. Cool Avenue		
New Bern, NC 28560		
Phone:		

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes. This report was created by Craven County GIS reporting services on 8/5/2022 3:01:16 PM

8-006 -350 Parcel ID:

CRAVEN COUNTY & NEW BERN-CITY OF Owner:

PO BOX 1128 NEW BERN NC 28563 Mailing Address:

MAIN ST Property Address:

806 MAIN ST\$ Description:

Lot Description: Subdivision:

Calculated Acreage: 0.180 Assessed Acreage: 0.174

Recorded Date : 12 8 2009 2877-0442 Deed Reference:

Recorded Survey:

Estate Number:

Land Value: \$4,000 Tax Exempt: Yes

of Improvements : Improvement Value: \$0

Total Value : \$4,000

NEW BERN Fire tax District: City Name:

Special District: **Drainage District:**

VACANT-RESIDENTIAL TRACT Land use:

Recent Sales Information

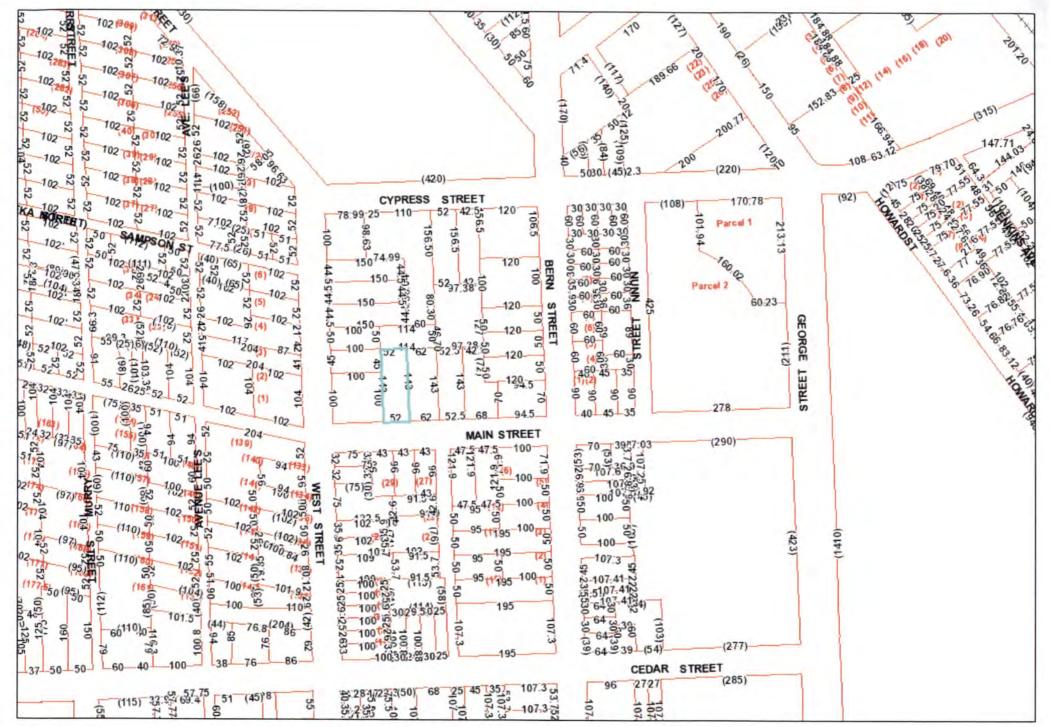
Sale Price **Buyers Name** Sale Type SALE DATE Sellers Name

STRAIGHT \$3,000 CRAVEN COUNTY & NEW

ATTMORE, GEORGE 12/8/2009 HRS BERN-CITY OF TRANSFER

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS 806 Main St PID 8-006-350

806 Main Street





806 Main Street



DIVISION OF PROCEEDS

Property: 806 Main Street PID: 8-006-350			
Property. 800 Main Street-Pib. 8-000-550			
Offer Amount			\$ 2,000.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 223.70	
Balance			\$ 1,776.30
County cost reimbursement		\$ 1,859.91	
City cost reimbursement		\$ 764.70	\$ 2,624.61
Remaining Balance			\$ (848.31)
County Taxes at Foreclosure	\$ 307.99	79.152%	\$ (671.46)
City Taxes/Priority Liens at Foreclosure	\$ 81.12	20.848%	\$ (176.85)
Total Taxes	\$ 389.11		
County Total	\$ 1,188.45		
City Total	\$ 811.55		

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider adopting a Resolution to Designate American Rescue Plan Funds

Date of Meeting: 11/22	/22	Ward # if applicable:		
Department: Finance Call for Public Hearing: □Yes⊠No		Person Submitting Item: Kim Ostrom, Director of Finance		
		Date of Public Hearing:		
Explanation of Item:		ing a resolution to designate the funds received in		
A ations Needed by		he American Rescue Plan.		
Actions Needed by Board:	Adopt resolution	Adopt resolution.		
Backup Attached:	Memo, Resolution			
Is item time sensitive?	⊠ Yes □No			
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No		
Cost of Agenda Item:				
If this requires an expe and certified by the Fin		een budgeted and are funds available ☐Yes ☐ No		

Additional Notes:

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

TO:

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

FROM:

Kim Ostrom -Director of Finance

DATE:

November 10, 2022

RE:

Resolution to Designate American Rescue Plan Funds

Background Information

On May 25, 2021, the City of New Bern established the American Rescue Plan Fund for money to be received from the US Government as allowed by the American Rescue Act in the amount of \$6,704,351.

The eligible categories of uses under the Final Rule include: support the COVID-19 public health and economic response, water, sewer and broadband infrastructure, premium pay, and replace lost public sector revenue.

This resolution will authorize the City to elect the standard allowance for lost revenue.

Requested Action

The Board considers adopting the enclosed resolution at its meeting on November 22, 2022.

RESOLUTION TO DESIGNATE AMERICAN RESCUE PLAN ACT OF 2021 FUNDS

WHEREAS, the American Rescue Plan Act (a/k/a American Rescue Plan) was signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan is to assist with speeding up the recovery from the economic and health effects from the COVID-19 pandemic and ongoing recession; and

WHEREAS, part of the American Rescue Plan provides funding aid for local governments; and

WHEREAS, these funds for municipalities may be used to respond to public health emergencies with respect to COVID-19, provide premium pay to essential workers, investment in water and sewer infrastructure, and replace lost public sector revenue.

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

That the City of New Bern does hereby authorize to elect the Standard Allowance for lost revenue in the amount of \$6,704,351.

ADOPTED this the 22nd day of November, 2022 while in regular session.

	JEFFREY T. ODHAM, MAYOR
BRENDA E. BLANCO, CITY CLERK	

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider adopting an amendment to the FY 2022-23 annual adopted budget.

Date of Meeting: 11/22	/2022	Ward # if applicable:		
Department: Finance Call for Public Hearing: □Yes⊠No		Person Submitting Item: Kim Ostrom, Director of Finance		
		Date of Public Hearing:		
Explanation of Item:	Fund to cover	ng POs as of 6/30/22; transfer from ARP public safety salaries and benefits; 60,000 grant from DOJ-COPS		
Actions Needed by Board:				
Backup Attached:	Memo, Ordinance Amendment			
Is item time sensitive?	⊠ Yes □No			
Will there be advocates	s/opponents at t	he meeting? Yes No		
Cost of Agenda Item:				
		been budgeted and are funds available □Yes □ No		

Additional Notes:

Aldermen

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Kimberly A. Ostrom
Director of Finance

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

FROM: Kim Ostrom - Director of Finance

DATE: November 10, 2022

RE: Amendments to the FY 2022-23 Operating Budget

Background

This operating budget for Fiscal Year 2023 is amended for the amount of appropriations necessary to reestablish encumbrances for various outstanding purchase orders as of June 30, 2022.

General Fund

The General Fund is also amended by a \$6,704,351 transfer from the American Rescue Plan Fund to cover public safety salaries and benefits.

Grants Fund

The Grants Fund is amended to recognize a \$350,000 award from the Department of Justice – Community Oriented Policing Services Grant. There is no match required.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on November 22, 2022.

CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2022-2023

FROM: Kim Ostrom, Director of Finance Meeting Date: November 22, 2022

EXPLANATION:

The operating budget for Fiscal Year 2023 is amended for the amount of appropriations necessary to reestablish encumbrances for various outstanding purchase orders as of June 30, 2022. The General Fund is also amended by a \$6,704,351 transfer from the American Rescue Plan Fund to cover public safety salaries and benefits. The Grants Fund is amended to recognize a \$350,000 award from the Department of Justice – Community Oriented Policing Services Grant. There is no match required.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2022-2023 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Increase:	A - GENERAL FUND Administration		315
	PEG		15,600
	Information Technology		241,070
	Accounting		16,373
	Police		106,351
	Fire		84,741
	Parks & Recreation Admin		79,194
	Parks & Grounds		265,601
	Parks & Recreation Facilities		116,975
	Development Services		81,865
	Garage		42,000
	Public Bldgs		4,745
	Streets		152,485
	Stormwater		1,078
	ARP Enabled Projects		6,704,351
		\$	7,912,744
Schedule	C - WATER FUND		
Increase:		\$	72,375
	Water Distribution Maintenance		1,008
		\$	73,383
Schedule	D - SEWER FUND		
Increase:		\$	80,515
	Sewer Collection System Maintenance	7.7	553,551
		\$	634,066

Schedule E - ELECTRIC FUND Increase: Electric Administration		
	•	5,652
Electric Distribution	\$ \$	488,682
Electric Distribution		145,078
Electric Communications Control	\$ \$ \$	
	Đ	6,511
Utility Business Office	\$	14,500
Customer and Payments Services	\$	629 661,052
Schodulo K. CRANTS FLIND		
Schedule K - GRANTS FUND Increase: Grants - Police	•	250,000
	\$	350,000
Grants - Development Services	\$	15,000
	<u> </u>	365,000
Schedule T - SOLID WASTE FUND		
Increase:	\$	161,299
Schedule U - REDEVELOPMENT FUND		
Increase: Redevelopment	\$	21,710
Section 2 - Estimated Reven	iues	
Schedule A - GENERAL FUND		
Increase: Fund Balance Appropriated	\$	1,208,393
Transfer from Other Fund	\$	6,704,351
	\$	7,912,744
Schedule C - WATER FUND		
Increase: Fund Balance Appropriated	\$	73,383
Schedule D - SEWER FUND		
Increase: Fund Balance Appropriated	\$	634,066
Schedule E - ELECTRIC FUND		
Increase: Fund Balance Appropriated	\$	661,052
Schedule K - GRANTS FUND		
Increase: Fund Balance Appropriated	\$	15,000
Grants - Police	\$ \$	350,000
	\$	365,000
	-	
Schedule T - SOLID WASTE FUND		424.445
	\$	161,299
Increase: Fund Balance Appropriated		

TRANSFER WITHIN ACCOU	NTS OF SAME FUND
V OTHER FINIS DALANCE	
X OTHER: FUND BALANCE	APPROPRIATED
	ADDDOVED BY THE BOADD OF ALDEDMEN AND
	APPROVED BY THE BOARD OF ALDERMEN AND
	ENTERED ON MINUTES DATED NOVEMBER 22, 2022 AGENDA ITEM NUMBER