

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
MAY 23, 2023 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

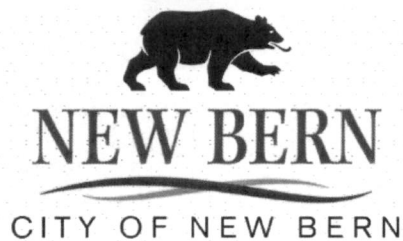
1. Meeting opened by Mayor Odham. Prayer Coordinated by Alderman Royal. Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.

Consent Agenda

4. Consider Approving a Proclamation for National Salvation Army Week.
5. Consider Adopting a Resolution Calling for a Public Hearing on the System Development Fee Analysis.
6. Approve Minutes.

7. Conduct a Public Hearing on the Proposed Budget for Fiscal Year 2023-2024.
8. Consider Adopting a Resolution Closing Specific Streets for Downtown Street Cafes and Entertainment.
9. Consider Adopting a Resolution Authorizing the Execution of a Contract with T.A. Loving Company for the Stanley White Recreation Center Project.
10. Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Moffat & Nichol for Resilience Design and Permitting Consulting Services.
11. Consider Adopting a Resolution Approving a Lease Agreement with the Area Day Reporting Program for Youth for 500 Fort Totten Drive.
12. Appointment(s).
13. Attorney's Report.
14. City Manager's Report.
15. New Business.
16. Closed Session.
17. 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: May 17, 2023
Re: May 23, 2023 Agenda Explanations

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

Consent Agenda

4. Consider Approving a Proclamation for National Salvation Army Week.

Victor Taylor requested a proclamation recognizing Salvation Army Week. This is observed annually during the week following Mother's Day.

5. Consider Adopting a Resolution Calling for a Public Hearing on the System Development Fee Analysis.

Prior to adopting updates to the water and sewer system development fee analysis, a public hearing is required pursuant to Chapter 162A, Article 8 of the NC General Statutes. The analysis has been posted on the City's webpage to solicit and allow public comment. The 45-day online review period will be complete on June 03, 2023, and any comments received will be presented to the Governing Board during a public hearing on June 13, 2023. A memo from Jordan Hughes, City Engineer, is attached.

6. Approve Minutes.

Draft minutes from the May 09, 2023 regular meeting are provided for review and approval.

7. Conduct a Public Hearing on the Proposed Budget for Fiscal Year 2023-2024.

The proposed budget for Fiscal Year 2023-2024 was previously presented to the Governing Board, and the Board adopted a resolution on May 09, 2023 calling for a public hearing to receive comments. This hearing was also advertised as required by statute.

8. Consider Adopting a Resolution Closing Specific Streets for Downtown Street Cafes and Entertainment.

(Ward 1) Lynne Harakal, Executive Director of Swiss Bear, has requested specific downtown streets be closed to vehicular traffic every Friday between May 26th and June 30th and in the month of September 2023 to allow for the operation of street cafes and family entertainment. The streets to be closed are the 200 block and a portion of the 300 block of Middle Street and the 300 block of Pollock Street. The closures take place from 6 p.m. until 10:45 p.m. A memo from Kari Warren, Director of Parks and Recreation, is attached along with the event application and a map of the area.

9. Consider Adopting a Resolution Authorizing the Execution of a Contract with T.A. Loving Company for the Stanley White Recreation Center Project.

(Ward 2) Bids for the Stanley White Recreation Center project were received and opened on April 25, 2023. The lowest bid was received from T.A. Loving Company, and CPL Architects and Engineers, PC has vetted the contractor and is finalizing a contract. Representatives from CPL will be in attendance to discuss the project, terms of the contract, and answer any questions. The draft contract indicates the project is to be completed 15 months from the date of commencement of work.

10. Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Moffat & Nichol for Resilience Design and Permitting Consulting Services.

A Request for Qualifications was issued for resilience design permitting and consulting services for the NCLWF 2021-416 Innovative Stormwater grant project. Three qualified responses were received on April 03, 2023 and evaluated. From the submissions, Moffatt & Nichol received the highest score. The proposed resolution authorizes the City Manager to negotiate and enter into a contract with this firm for the services needed. A memo is attached from Christopher Seaberg, Community and Economic Development Manager.

11. Consider Adopting a Resolution Approving a Lease Agreement with the Area Day Reporting Program for Youth for 500 Fort Totten Drive.

(Ward 1) The Area Day Reporting Program for Youth has requested renewal of the lease agreement for the property located at 500 Fort Totten Drive. The lease is for a 12-month period beginning July 1, 2023, at a rate of \$1.00 a year. The lessee will be responsible for maintenance and repair of the interior and exterior of the

premises and is required to maintain hazard and general liability insurance. A memo from George Chiles, Director of Public Works, is attached.

12. **Appointment(s).**
13. **Attorney's Report.**
14. **City Manager's Report.**
15. **New Business.**
16. **Closed Session.**
17. **Adjourn.**

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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Proclamation for Salvation Army Week

Date of Meeting: 5/23/2023	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Victor Taylor has requested a proclamation recognizing the week following Mother's Day as Salvation Army Week
Actions Needed by Board:	Consider approving the proclamation
Backup Attached:	Proclamation
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$0
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



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

WHEREAS, The Salvation Army has been serving the people of New Bern for 136 years physically, emotionally, and spiritually; and

WHEREAS, The Salvation Army is present wherever need is greatest, especially during times of crisis, where vulnerable citizens are more at risk of becoming homeless, hungry, addicted, or spiritually tired; and

WHEREAS, The Salvation Army invites the people of New Bern to "Love Beyond" and help the organization continue to provide life-changing aid by providing assistance to those who need it most; and

WHEREAS, it is fitting and proper during Salvation Army Week to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of New Bern; and

WHEREAS, National Salvation Army Week is an opportunity to encourage citizens to serve others with their resources and time during the difficult period many of us are experiencing.

NOW THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen do hereby proclaim that the week following Mother's Day shall annually be observed as

NATIONAL SALVATION ARMY WEEK

in the City of New Bern and encourage all citizens to give back to the community in a way that is personally meaningful.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 23rd day of May in the Year of Our Lord Two Thousand and Twenty-Three.



JEFFREY T. ODHAM, MAYOR

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution to call for a public hearing to receive comments on the System Development Fee Analysis

Date of Meeting: 5/23/2023	Ward # if applicable: City wide
Department: Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 5/23/2023

Explanation of Item:	Prior to adopting updates to the water and sewer system development fee analysis a public hearing is required. The required public hearing is requested for the first Board of Aldermen meeting in June, which is June 13th.
Actions Needed by Board:	Approve resolution calling for public hearing
Backup Attached:	Memo from J. Hughes
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



NEW BERN

CITY OF NEW BERN

Department of Public Utilities

Water Resources

527 NC Highway 55 West, P.O. Box 1129

New Bern, NC 28563-1129

(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer
DATE: May 12, 2023

SUBJECT: Recommendation to Call for a Public Hearing to Receive Comments on the System Development Fee Analysis.

Background Information:

Chapter 162A, Article 8 of the NC General Statutes (NCGS) outlines the requirements for implementing system development fees for public water and sewer systems in North Carolina. This section of the NCGS specifies that a written analysis shall be performed to calculate a system development fee, based upon prescriptive criteria and that this analysis shall be updated at least every five years. The original analysis was completed in 2018 and this year the analysis must be updated to comply with the NCGS. As a requirement of the NCGS, the City of New Bern employed Rivers & Associates, Inc., a professional engineering consulting firm, to complete an update to the system development fee analysis.

Prior to considering adoption of the professional analysis, NCGS requires that a local governmental unit post the analysis on its webpage for public review and comment and hold a public hearing to receive comments. The online review and comment period shall extend for a minimum of 45 days and provide the means for written comments to be submitted to the preparer of the professional analysis. This 45-day online review period will be complete on June 3, 2023, and any comments received will be presented to the Board of Alderman during the public hearing on June 13, 2023.

Recommendation:

To fulfill the requirements of the NCGS, staff is recommending calling for a public hearing to be held on June 13, 2023 at 6:00 p.m. to receive public comments on the system development fee analysis.

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

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on the System Development Fee Analysis prepared by Rivers and Associates, Inc.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m. on Tuesday, June 13, 2023 in the City Hall Courtroom, or as soon thereafter as the matter be reached, in order that all interested parties may be given an opportunity to be heard on the adoption of System Development Fee Analysis prepared by Rivers and Associates, Inc.

ADOPTED THIS 23rd DAY OF MAY, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on the Fiscal Year 2023-24 Proposed Budget

Date of Meeting: 5/23/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 5/23/2023

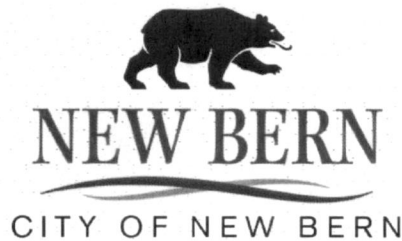
Explanation of Item:	At the 5/9/23 BOA meeting, a resolution calling for a public hearing to be held 5/23/23 was adopted. A public hearing must be held for the FY24 proposed budget.
Actions Needed by Board:	
Backup Attached:	Memo; Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:

Aldermen

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



300 Pollock Street, P.O. Box 1129
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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: May 15, 2023

RE: Conduct a Public Hearing for the FY2023-24 Proposed Budget

Background

At its meeting on May 9, 2023, the Board of Aldermen adopted a resolution calling for a public hearing to be held May 23, 2023 on the FY 2023-24 Proposed Budget.

The proposed budget was delivered to the Board on May 9, 2023 and made available for public inspection at the City Clerk's office and the New Bern Craven County Library. The budget was also available on the City's website.

Requested Action

It is recommended that the Board conduct a public hearing on the FY 2023-24 Proposed Budget at its meeting on May 23, 2023.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close specific streets for Swiss Bear Street Cafes and Family Entertainment.

Date of Meeting: May 23, 2023	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Swiss Bear has made a request to close portions of downtown streets to allow for the operation of street cafes and family entertainment. The affected streets include the 200 block of Middle Street, 300 block of Middle Street from First Citizen Bank Driveway to Broad Street, and the 300 block of Pollock Street. The dates requested are every Friday beginning May 26 through June 30, 2023, and every Friday in the month of September 2023
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map – Street Cafes Closure Vote - Correspondence
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: N/A

Aldermen

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



Kari Warren, CPRP
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
Director of Parks and Recreation
Date: May 12, 2023
Re: Downtown Street Closure Request

Background Information:

Swiss Bear has made a request to close portions of downtown streets to allow for the operation of street cafes and family entertainment. The affected streets include the 200 block of Middle Street, 300 block of Middle Street from First Citizen Bank Driveway to Broad Street, and the 300 block of Pollock Street. The dates requested are every Friday beginning May 26 through June 30, 2023, and every Friday in the month of September 2023.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Swiss Bear Downtown Development Corporation is planning their series of restaurant street cafes and family entertainment activities and has requested the 200 block of Middle Street, 300 block of Middle Street from First Citizens Bank driveway to Broad Street, and the 300 block of Pollock Street be closed to vehicular traffic from 6:00 p.m. until 10:45 p.m. The dates of the closures are as follows:

- Friday, May 26, 2023,
- Friday, June 2, 2023,
- Friday, June 9, 2023,
- Friday, June 16, 2023,
- Friday, June 23, 2023,
- Friday, June 30, 2023,
- Friday, September 1, 2023
- Friday, September 8, 2023,
- Friday, September 15, 2023,
- Friday, September 22, 2023, and
- Friday, September 29, 2023,

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

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

That the 200 block of Middle Street, 300 block of Middle Street from First Citizens Bank driveway to Broad Street, and the 300 block of Pollock Street be closed to vehicular traffic from 6:00 p.m. until 10:45 p.m. on the following dates to accommodate street cafes and entertainment:

- Friday, May 26, 2023,
- Friday, June 2, 2023,
- Friday, June 9, 2023,
- Friday, June 16, 2023,
- Friday, June 23, 2023,
- Friday, June 30, 2023,
- Friday, September 1, 2023,
- Friday, September 8, 2023,
- Friday, September 15, 2023,

- Friday, September 22, 2023, and
- Friday, September 29, 2023,

ADOPTED THIS 23rd DAY OF MAY 2023.

JEFFRET T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVEDAPR 27 2023 *KW***CITY OF NEW BERN****BY: APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS**

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

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

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

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

Name of Event/Activity: Street CafesOrganization Name: Swiss Bear, IncResponsible Contact: Lynne HarakalAddress: 316 S Front StCity: New Bern State: NC Zip code: 28560Phone: 252-626-6280 Alternate Phone: SameEmail: director@swissbear.org**Type of Event:**☐ Demonstration☒ Festival☐ Parade**Date of Event:** Fridays 5/12-6/30 and 9/1-9/29Proposed Rain Date: none**Event Set up time:** 6:00pm**Event Tear Down Completed Time:** 10:45pm**Event Start Time:** 6:15pm**Event End Time:** 10:30pm**What is the specific location and/or route of the proposed event?** (Attach additional information if needed)200 block Middle, 300 block Middle from First Citizens driveway to Broad, 300 block Pollock

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

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

Outdoor dining for street cafes. Participating restaurants include, The Chelsea, Cypress Hall, Captain Ratty's, Baxter's 1892, Poppy's Bites and Barrels

Estimated attendance: 500; Attendance not to exceed: 800

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

Tents # 0

Sizes _____

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

How will you handle trash generated from the event?We are requesting # 0 trash cans.☒ We will provide our own bags & dispose of any trash generated ourselves.

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

*6 pm**10:45 pm*

Are you requesting any City of New Bern Street Closures?☒ Yes*☐ No

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

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

200 block Middle, 300 block Middle from First Citizens driveway to Broad, 300 block Pollock

Are you requesting any State Road or Bridge closures?☐ Yes*☒ No

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

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

Will Inflatables or other Play features be part of this event?☐ Yes☒ No (Additional insurance may be required)**Will Food Vendors or Commercial/Non-Profit vendors be part of this event?**☐ Yes☒ No

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

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

- ☐ A detailed map – including the location, route with beginning and ending point and street names included.
- ☐ Petition of Signatures – of business/residents affected – If roads are closed.

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

- ☐ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured".
- ☐ List of all food/commercial/non-profit vendors.
- ☐ Payment in full of applicable fees and charges.

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

The following items must be submitted with Application:

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

Sydney Haralok
Authorized Signature

4/27/2023
Date

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

Veronica E. Matthews
Administrative Support Supervisor

5/12/2023
Date

This application has been approved.

Kari Warren
Director of Parks & Recreation

5/12/2023
Date

Total Anticipated Charges

Barricades: # _____

\$ _____

Trash Collection: _____

\$ _____

City Staff: # _____

\$ _____

Vendor Fees # _____

\$ _____

Park/Facility Rental: _____

\$ _____

Total Due: \$

- ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____
- ☐ Approved by Department Date: _____ Staff Initials: _____
- ☐ Submitted for Board Approval Date: _____ Staff Initials: _____
- ☐ All Paperwork collected Date: _____ Staff Initials: _____
- ☐ All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event

☐ Yes ☐ No

Updated 6-3-2019

Street Café Closures Vote

An email was sent on April 13, 2023 asking to vote either in favor or not in favor of street café closures. Responses were primarily by email although several were by phone. Businesses that are not listed below did not respond.

Yes

*Poppy's
*Baker's
*Birthplace of Pepsi
Michelle Flye
*Drip IV
Mitchell Hardware
Molly Bales
*Southern Charm Salon
*Cypress Hall
*Captain Ratty's
*Baxter's 1892
*Harris Creech
*Balanced Hands
*Surf, Wind & Fire
*Craven Arts Gallery
*Juliette's
*The Chelsea – phone call only
Flying Fox – phone call only
*Athens Theatre
*Benjamin Ellis House – phone call only

20 YES

No

*Tom's Coins
*Carolina Creations
*Snapdragon
*Studio M
*Rivertowne Ballroom

5 NO

*Business located on Middle or Pollock

Hello Lynn,

I am writing on my own behalf as owner of Rivertowne Ballroom on Pollock Street and as partner at Stanly Hall Ballroom on Craven street. This is in response to your email looking for input from business owners on the subject of street closings. While it wasn't sent to us directly, I appreciate you asking for input and hope ours will be considered, too. I am not clear on how to be placed on your distribution list for further communications, but am attaching our contact information below.

When I started Rivertowne Ballroom twenty years ago and Stanly Hall Ballroom ten years ago, there were no parking restrictions. Part of our business plan and reason for being here was the availability of ample free parking. Many merchants downtown have at least some parking behind or around their businesses but we have none. In addition, we are located farther away from any of the free lots than most businesses and thus are more dependent on street parking than others might be. So you'll understand that as downtown business owners, one of our biggest concerns is parking. Since parking restrictions were implemented, including 2-hour limits, street closings, and more recently the conversion of the nearby Pollock street lot to pay-by-the-hour, our businesses have suffered. Whether due to real or perceived notions that parking downtown is limited, or at least burdensome, we have seen a measurable drop in business. It is not unusual to have potential customers tour Stanly Hall, fall in love with it, then reject it due to parking issues. That, of course, comes with the territory downtown, but has been made worse since the parking and street closing changes.

Nearly all Stanly Hall events and a large number of Rivertowne Ballroom events happen in the late afternoon or evening hours. Since the bulk of activities occur at these times, the addition of street closings leaves our customers no choice but to park in a dark deserted lot more than a block away – an unacceptable expectation for anyone coming alone and concerned for their safety. Many think twice about coming out and this hurts our business. The frustrating thing for us is it doesn't have to be.

Stanly Hall hosts 30-40 weddings and other events, each year, bringing 4-6 thousand visitors downtown. About 200 students come to Rivertowne Ballroom weekly, or about 10 thousand customer visits annually. While in town, wedding guests spend money on lodging, dining, bars and entertainment, shopping, and tourist activities. Nearly all Rivertowne Ballroom students and employees dine and shop regularly downtown while here for dance lessons. These are visits made and dollars spent patronizing other businesses, only because our two businesses are here.

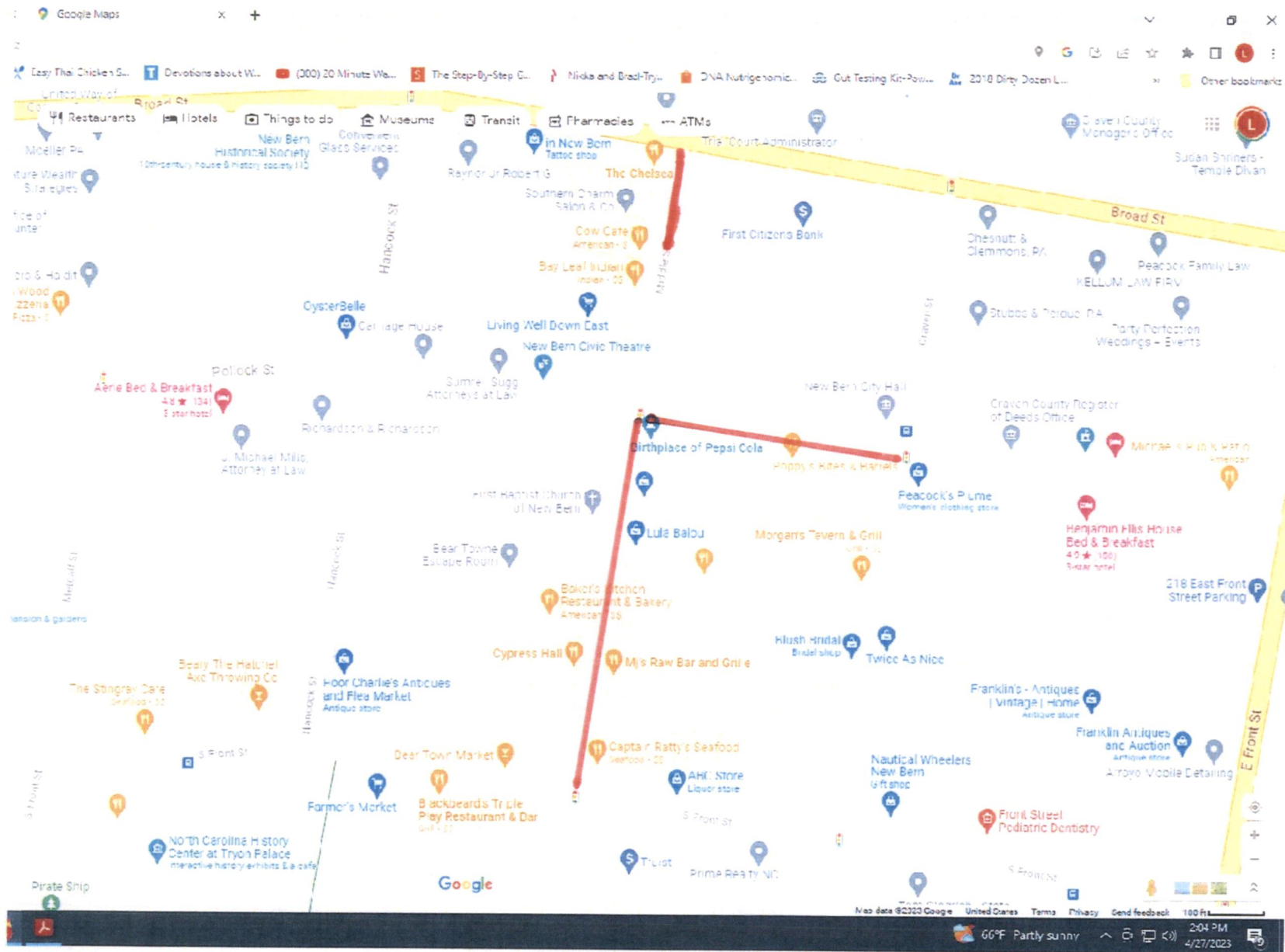
We are sympathetic to the five restaurants and their patrons which will (presumably) benefit from these closings, but hope to show that our needs and contributions to a vibrant downtown are significant too. Certainly, there are middle ground solutions, which we would eagerly participate in.

All of the considerations above aside, I want to congratulate your success in keeping our beautiful town moving forward. I have lived in the area since 1976 so I've seen the transformation of downtown New Bern. And I know and appreciate the work of Swiss Bear that brought it about and continues to make this such an awesome place to live and work and visit. I hope you will also know our concerns are expressed with our most positive intentions that all can benefit. But we can't think of a better way to attract business for all than to make parking more available, not less. Thank you in advance for hearing me out. Our email addresses are rivertowneballroom@gmail.com and stanlyhallevts@gmail.com.

Sincerely,

Joyce Price, Rivertowne Ballroom

Stanly Hall Partners, David Hooker, Danny Strange, Joyce Price



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider a Resolution Authorizing the execution of a contract with TA Loving Company for the construction of the Stanley A. White Recreation Center

Date of Meeting: 5/23/2023	Ward # if applicable:
Department: Administration	Person Submitting Item: Foster Hughes, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

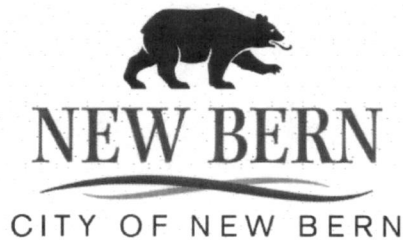
Explanation of Item:	Representatives from CPL Architects and Engineers, PC will be on hand to present the contract with T A Loving Company for construction of the Stanley A. White Recreation Center and answer any questions the board may have.
Actions Needed by Board:	Consider approving the resolution.
Backup Attached:	Memo, Resolution, Contract
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$13,180,400
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

Aldermen

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



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

Jeffrey T. Odham
Mayor

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

To: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: May 12, 2023

Subject: Resolution Authorizing Execution of contract with T A Loving for the construction of the Stanley A. White Recreation Center

Background Information:

Representatives from CPL Architects and Engineers, PC will be on hand to present the contract for construction of the Stanley A. White Recreation Center with TA Loving Company and answer any questions the board may have.

Recommendation:

Consider adopting the resolution.

RESOLUTION

THAT WHEREAS, the Stanley A. White Recreation Center Project was publicly advertised, and the following bids were received and opened on April 25, 2023:

<u>VENDOR</u>	<u>BID AMOUNT</u>
T.A. Loving Company Goldsboro, NC	\$13,180,400
Farrior & Sons, Inc. Construction Farmville, NC	\$13,553,000
Daniels & Daniels Construction Co, Inc. Goldsboro, NC	\$13,588,950
Cooper Tacia Raleigh, NC	\$13,761,700
Monteith Construction Corp. Wilmington, NC	\$14,019,250

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 T.A. Loving Company in the amount of \$13,180,400 for the Stanley A. White Recreation Center Project, and any change orders within the budgeted amount.

ADOPTED THIS 23RD DAY OF MAY, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

DRAFT AIA® Document A101® - 2017

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of New Bern »« »
«300 Pollock Street »
«New Bern, NC 28560 »
«Telephone: 252-636-4000 »

and the Contractor:
(Name, legal status, address and other information)

«T.A. Loving CompanyBD »« »
«400 Patetown Road »
«Goldsboro, NC 27533 »
«NC 0325 »

for the following Project:
(Name, location and detailed description)

«Stanley White Recreation Center »
«Third Avenue »
«New Bern, NC 28560 »

The Architect:
(Name, legal status, address and other information)

«CPL Architects and Engineers, PC »« »
«1620 Hillsborough Street, Suite A »
«Raleigh, NC 27605 »
«Telephone: 800-274-9000 »

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.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 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.

ARTICLE 2 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.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ 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:

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

[«X»] Not later than «four hundred fifty five» («455») consecutive calendar days (15 months) from the date of commencement of the Work.

[« »] By the following date: « »

§ 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

§ 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.

ARTICLE 4 CONTRACT SUM

§ 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 shall be «thirteen million one hundred eighty thousand four hundred» (\$ «13,180,400.00»), 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
Alt No. 1: Stanley A. White History Wall (Not Accepted)	\$50,000.00
Alt No. 2: Engineered Entry Canopy (Accepted)	\$43,000.00
Alt No. 3: Additional basketball goals (Accepted)	\$64,400.00
Alt. No. 4: Landscaping (Not Accepted)	\$76,500.00

§ 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.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

Item	Price
No. 12 Emergency Responder radio system	\$75,000.00
No. 13 Electrical outlets & related work in Weight/Cardio room	\$5,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
No. 1 Rock Removal	CY	\$500.00
No. 2 Unsuitable Soil or existing loose fill soil removal and placement onsite	CY	\$10.00
No. 3 Unsuitable soils removal & disposal off-site	CY	\$15.00
No. 4 Replacement of removed rock or unsuitable soils with onsite suitable soil	CY	\$12.00
No. 5 Replacement of removed rock or unsuitable soils with off-site suitable soil	CY	\$17.00
No. 6 Replacement of removed rock or unsuitable soils with aggregate base course	CY	\$40.00
No. 7 Replacement of removed rock or unsuitable soils with No. 57 washed stone	CY	\$50.00
No. 8 Woven geo-textile fabric in place	CY	\$1.50
No. 9 Biaxial geo-grid in place	CY	\$2.50

§ 4.5 Liquidated damages, if any:

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

«Successful bidder shall begin the work on receipt of the Notice to Proceed and shall complete the work within the contract time. Work is subject to liquidated damages at \$450/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:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «20th» 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 «twenty» («20») 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 A201™–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:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .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:

- .1 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:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«5%»

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

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

(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.)

« »

§ 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:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct 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:

« »

§ 5.3 Interest

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.

(Insert rate of interest agreed upon, if any.)

« » % « »

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. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »

« »

« »

« »

§ 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:

(Check the appropriate box.)

[☐] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction

[☐] Other *(Specify)*

« »

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:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 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:

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

« »

«City of New Bern »

«New Bern, NC »

« »

« »

« »

§ 8.3 The Contractor's representative:

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

« »

«T.A. Loving Company »

«Goldsboro, NC »

« »

« »

« »

§ 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 A101™–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 E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(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.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Drawings

Number	Title	Date
Reference attached Drawing List	Exhibit A	

- .5 Specifications

Section	Title	Date	Pages
Reference attached TOC	Exhibit B		

- .6 Addenda, if any:

Number	Date	Pages
No. 1	April 13, 2023	34
No. 2	April 19, 2023	13

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.

- .7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal 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.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

ELLABO

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Moffatt & Nichol for resilience design and permitting consulting services.

Date of Meeting: 5/23/2023	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Chris Seaberg, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Submittals were received in response to a Request for Qualifications (RFQ) seeking an individual or firm to provide Resilience Design Permitting and Consulting Services for the Innovative Stormwater Project. Moffat & Nichol was selected as the highest ranking of the three qualified responses evaluated by a three-member review committee representing various City departments.
Actions Needed by Board:	Adopt resolution
Backup Attached:	Memo, Resolution
Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



MEMORANDUM

TO: Mayor Odham and Board of Aldermen

FROM: Christopher Seaberg, Community and Economic Development Manager

DATE: May 23, 2023

SUBJECT: Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Moffatt & Nichol for resilience design and permitting consulting services.

In December 2021, The North Carolina Land and Water Trust Fund selected the City of New Bern as a grantee to receive an Innovative Stormwater Grant to perform stormwater improvements affecting the Duffyfield Canal. This state funding will be used to design a stormwater project at Henderson Park based off an approved conceptual plan that will be presented in the June-July 2023 timeframe. The funding will also be used to secure the necessary permits for the project to be "shovel-ready".

The City publicly advertised a Request for Qualifications (RFQ) on March 3, 2023 seeking an individual or firm to provide Resilience Design and Permitting Consulting Services for the Innovative Stormwater project. Submittals were received on April 3, 2023. The City received three qualified responses. Each respondent was evaluated using the "Evaluation Criteria & Selection" published in the RFQ. A three-member review committee represented various City departments and the total scores are displayed below:

Firm	Total Score
Moffatt & Nichol	281
TRC Engineers, Inc.	277
WithersRavenel	273

The final rankings resulted in Moffatt & Nichol with 281 out of an available 300 points. Staff recommends the Board consider approving a Resolution Authorizing the City Manager to enter negotiations and execute a Contract with Moffatt & Nichol, and furthermore if negotiations fail to proceed to the next highest ranked respondent until a mutually agreeable contract is approved for Resilience Design and Permitting Consulting Services for this Innovative Stormwater project.

If you have any questions or need additional information, please contact Christopher Seaberg at 252-639-7580.

RESOLUTION

THAT WHEREAS, a Request for Qualifications ("RFQ") for Resilience Design and Permitting Consulting Services was publicly advertised on March 03, 2023 and submittals were received on April 03, 2023; and

WHEREAS, the following three submittals were received and scored:

Moffatt & Nichol	281
TRC Engineers, Inc	277
WithersRavenel	273

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

That the City Manager is hereby authorized to negotiate and execute a contract with the highest-ranking firm, Moffatt & Nichol, for resilience design and permitting consulting services for the NCLWF 2021-416 Innovative Stormwater Grant on the behalf of the City of New Bern.

ADOPTED THIS 23rd DAY OF MAY, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting Resolution approving lease agreement with Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive and owned by the City of New Bern.

Date of Meeting: 5/23/2023	Ward # if applicable: 1
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Consider adopting resolution approving lease agreement with Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive.
Actions Needed by Board:	Approve Resolution.
Backup Attached:	Memo, Letter of Request, and Map
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes: N/A



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

May 11, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: **Consider adopting resolution approving lease agreement with Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive and owned by the City of New Bern.**

Background Information:

The Area Day Reporting Program for Youth has requested renewal of expired lease agreement between the City of New Bern and Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive. The proposed lease agreement would be effective July 1, 2023, for a period of 12 months (1 year) at a rate of \$1.00 per year.

Recommendation:

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

Enclosures

Cc: Scott Davis, City Attorney

RESOLUTION

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

That the Lease Agreement dated May 23, 2023, by and between the City of New Bern and Area Day Reporting Program for Youth, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate for and on behalf of the City.

ADOPTED THIS 23rd DAY OF MAY 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 23rd day of May 2023, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and AREA DAY REPORTING PROGRAM FOR YOUTH ("Lessee"), a North Carolina non-profit corporation, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the facility located at 500 Fort Totten Drive in the City of New Bern (the "Premises"), said facility being located on real property acquired by the Lessor by deed appearing of record in the office of the Register of Deeds of Craven County in Book 478, at Page 357; and

WHEREAS, the Lessor has agreed that the Lessee may lease the Premises for the purpose of operating a youth program; and

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

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

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

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

1. This term of this Lease shall be for a period of twelve (12) months commencing at 12:01 a.m. on July 1, 2023, and terminating at midnight on June 30, 2024.
2. During the term of this Lease, the Lessee shall be responsible for maintaining and repairing both the interior and exterior of the Premises so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease.
3. The Lessor shall maintain hazard insurance on the improvements located on the Premises, including contents owned by Lessor, in such amount as Lessor may determine in its sole

discretion. Lessor shall also maintain general liability insurance in such amount as it deems necessary to protect the City of New Bern. The Lessee shall pay to the Lessor on or before October 1, 2023, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, but no more than the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Subject Property, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), so long as the City of New Bern is a named insured therein. In such event, the Lessee shall provide the Lessor with a Certificate of Insurance.

4. Should the Premises be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Premises, and, should it elect not to repair or replace, this Lease shall thereupon terminate, (unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Premises and proceeds to do so within ninety (90) days of the loss.

5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, with payment to be made contemporaneously with the execution of this Lease.

6. The Lessee agrees to utilize the subject facility to foster the purposes of operating a youth program in the City of New Bern.

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

8. It is expressly agreed that all alterations and additions that are made by Lessee to the Premises during the term of this Lease shall be and become a permanent part of the real estate and, as such, the property of the Lessor. It is agreed, however, that all personal property placed in and about the Premises by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease. All other improvements shall be considered a part of the real estate.

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

10. Lessee shall not assign this Lease nor sublet any part of the demised property

without written consent of the Lessor.

11. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and cancelled and take possession of said Premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said Premises or sent by certified mail to the Lessee at the following address:

Area Day Reporting Program for Youth
500 Fort Totten Drive
New Bern, NC 28560

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

CITY OF NEW BERN

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST: (S E A L)

BRENDA E. BLANCO, CITY CLERK

AREA DAY REPORTING PROGRAM FOR YOUTH [SEAL]
A North Carolina Nonprofit Corporation

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, a notary public in and for said county and state, do hereby certify that on the _____ day of May 2023, before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this _____ day of May 2023.

Notary Public

My commission expires:

Date

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is President of AREA DAY REPORTING PROGRAM FOR YOUTH, a North Carolina nonprofit corporation, and that (s)he, as President, being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said corporation for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of May 2023.

Notary Public

My commission expires:

Date



Area Day Reporting Center

500 Fort Totten New Bern NC 28560

Phone: 252-638-6542

Fax: 252-638-6745

ayouth@suddenlinkmail.com

Date: May 3, 2023

To: Sherri K. Baldree, Administrative Assistant, Public Works Department

From: Barbara Lee, ADRC Program Director

RE: Lease Renewal Request

First, I would like to thank the City of New Bern for allowing us the opportunity to lease your facility located at 500 Fort Totten Drive. It has allowed us the opportunity to serve many youths in the Craven County area during the year. We are requesting renewal of our lease with the City of New Bern for the upcoming year. If you have any questions, please notify me at 252-638-6542. Thanks for your continued support of the Area Day Reporting Center for Youth.

Sincerely yours,

Mrs. Barbara H. Lee
ADRC Director

