

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 22, 2023 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

4. Consider Adopting a Resolution Closing the 3600 Block of Cranberry Lane for the Sienna Woods 4th Annual Neighborhood Picnic.
5. Approve Minutes.

6. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 201 Riverside Drive.
7. Update on The Old North State League Proposal for Kafer Park.
8. Discussion of Proposed CARTS Shelter Location.
9. Consider Adopting a Resolution Authorizing the Exchange of Real Property Owned by the City Identified as a Portion of Tax Parcel ID 8-209-12006 for Real Property Identified as Tax Parcel ID 8-209-1300 Owned by Weyerhaeuser Company.
10. Consider Adopting a Resolution Approving a Lease Agreement with the New Bern-Craven County Public Library for 408 Hancock Street.
11. Consider Adopting a Resolution Approving a Deed Conveying 1101 Main Street to the Redevelopment Commission of the City of New Bern.
12. Consider Adopting a Resolution Approving the Sale of 1724 Rhem Avenue.
13. Consider Adopting a Resolution Approving the Sale of 2308 Pearson Street.
14. Consider Adopting a Resolution Establishing a Municipal Service District ("MSD") Committee.
15. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Law Enforcement Liaison.

16. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Bike Safety.
17. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Overtime.
18. Consider Adopting a Resolution Approving T.D Bank, N.A. as the Winning Bidder for an Installment Financing Agreement for the Stanley White Recreation Center Project.
19. Consider Adopting a Resolution Approving Webster Bank as the Winning Bidder for the Issuance of a Revenue Bond for Improvements to the Combined Enterprise System to Include the Northwest Interceptor Rehabilitation Phase II Project and Township 7 Sewer Improvements Phase III Project.
20. Consider Adopting a Resolution Approving TD Equipment Finance, Inc. as the Winning Bidder for an Installment Financing Agreement for Fiscal Year 2023-24 Vehicles and Equipment.
21. Consider Adopting a Budget Ordinance Amendment for Fiscal Year 2023-24.
22. Appointment(s).
23. Attorney's Report.
24. City Manager's Report.
25. New Business.
26. Closed Session.
27. Adjourn.

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



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

- Jeffrey T. Odham
Mayor
- Foster Hughes
City Manager
- Brenda E. Blanco
City Clerk
- Kimberly A Ostrom
Director of Finance

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: August 17, 2023

Re: August 22, 2023 Agenda Explanations

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

Consent Agenda

4. Consider Adopting a Resolution Closing the 3600 Block of Cranberry Lane for the Sienna Woods 4th Annual Neighborhood Picnic.

(Ward 3) The Sienna Woods Picnic Committee has requested to close the 3600 block of Cranberry Lane from 12 noon until 7:30 p.m. on September 29, 2023 for the Sienna Woods of Carolina Colours' 4th annual neighborhood picnic. A rain date of September 30, 2023 has been requested. A memo from Kari Warren, Director of Parks and Recreation, copy of the application, and map of the area are attached.

5. Approve Minutes.

Minutes from the August 08, 2023 meeting are provided for review and approval.

6. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 201 Riverside Drive.

(Ward 1) Andrew Gratz submitted a petition to annex the property at 201 Riverside Drive in Township 2 (Bridgeton). The property consists of a single-family residence on a 0.233-acre tract. After conducting a public hearing, the Board is asked to

consider the request for annexation. A memo from Brenda Blanco, City Clerk, is attached.

7. Update on The Old North State League Proposal for Kafer Park.

Staff will report on the community input meeting held August 14, 2023 and survey results related to the proposal from The Old North State League for Kafer Park.

8. Discussion of Proposed CARTS Shelter Location.

(Ward 1) Approximately \$54,000 remains available for the third and final shelter to be installed through the 2019 Bus Shelter Project. This project is funded with CDBG money that must be used in low-moderate income communities. Plans are to locate the final shelter on the VOLT Center campus, which will assist those in need of transportation to participate in job training and educational opportunities at the center. A memo from George Chiles, Director of Public Works, is attached along with a visual of the shelter design and intended location.

9. Consider Adopting a Resolution Authorizing the Exchange of Real Property Owned by the City Identified as a Portion of Tax Parcel ID 8-209-12006 for Real Property Identified as Tax Parcel ID 8-209-1300 Owned by Weyerhaeuser Company.

(Ward 4) This resolution approves the exchange of 0.23 acres owned by the City along the northern side of Highway 70 for 0.66 acres owned by Weyerhaeuser on the southern side of the highway. Weyerhaeuser requested the transfer to accommodate plans for the West New Bern development. The City can use the property on the southern side of Highway 70 for future water system improvements. Reality Services of Eastern Carolina evaluated the properties and determined the 0.23-acres owned by the City has a current value of \$37,000 and the 0.66-acres owned by Weyerhaeuser has a current value of \$40,000. The exchange of the property was advertised as required by NCGS §160A-271. A memo from Jordan Hughes, Director of Water Resources, is attached.

10. Consider Adopting a Resolution Approving a Lease Agreement with the New Bern-Craven County Public Library for 408 Hancock Street.

(Ward 1) The New Bern location of the Craven-Pamlico Regional Library is scheduled to close for renovations, and the library's director has requested to lease 408 Hancock Street as a satellite location while the renovations are underway. The proposed lease is for a one-year term beginning September 15, 2023, at a rate of \$1.00, unless terminated sooner. The library will be responsible for the cost of all utilities and insurance.

11. Consider Adopting a Resolution Approving a Deed Conveying 1101 Main Street to the Redevelopment Commission of the City of New Bern.

(Ward 5) Kurtis Stewart expressed interest in bidding on 1101 Main Street and made a presentation before the Redevelopment Commission to describe his

intentions for the property. The property is a vacant 0.138-acre residential tract that is contiguous to a parcel owned by Mr. Stewart at 831 Eubanks Street. The Commission voted unanimously to request the City convey the property to the Commission so it can impose restrictions for timely construction of an owner-occupied or affordable housing structure. A memo from Marvin Williams, Assistant City Manager, is attached.

12. Consider Adopting a Resolution Approving the Sale of 1724 Rhem Avenue.

(Ward 1) Eugene Kelley, Jr. tendered an offer of \$10,200 for the purchase of 1724 Rhem Avenue. The offer was advertised, but no upset bids were received. The property is a vacant 0.044-acre residential lot with a tax value of \$20,250 that was acquired jointly by the City and County in 2019 through tax foreclosure. If the property is sold for this bid amount, the City will receive \$3,432.43 and the County \$6,767.57 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached.

13. Consider Adopting a Resolution Approving the Sale of 2308 Pearson Street.

(Ward 2) The Third Property Development & Estate Investment Group tendered an offer of \$2,500 for the purchase of 2308 Pearson Street. The offer was advertised, but no upset bids were received. The property is a vacant 0.115-acre residential lot with a tax value of \$5,000 that was acquired jointly by the City and County in 2018 through tax foreclosure. If the property is sold for this bid amount, the City will receive \$596.88 and the County \$1,903.12 from the proceeds. A memo from Ms. Blanco is attached.

14. Consider Adopting a Resolution Establishing a Municipal Service District ("MSD") Committee.

(Ward 1) Two public meetings have been held to gauge interest in creating a Municipal Service District Advisory Committee. Total attendance for both meetings was 62. If established, the committee will meet no less than on a quarterly basis and will annually, if not more often, recommend to the Governing Board how the MSD property taxes should be spent. The committee will consist of 10 voting members that includes 6 commercial members as detailed in the resolution and 4 residential members. Ex-Officio, nonvoting members will include the Ward 1 Alderman, City Manager, Director of Finance, and Swiss Bear Executive Director.

15. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Law Enforcement Liaison.

The NC Governor's Highway Safety Program (NCGHSP) uses federal funds to promote awareness through the planning and execution of safety programs. Programs are administered, in part, with the aid of 11 regional law enforcement liaisons throughout the state. The liaisons are responsible for executing safety programs in their region such as Click It or Ticket, Booze It or Lose It, No Need 2 Speed, and NC Bike Safety (motorcycle safety), as well as monitoring and tracking equipment or training. Sgt. William Zerby has been appointed as one of the 11 liaison officers, and the City has been awarded a \$30,000 grant to defray associated

costs. No match is required. A memo from Police Chief Patrick Gallagher is attached.

16. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Bike Safety.

New Bern is again a recipient of a \$5,000 BikeSafeNC grant through the NCGHSP. Funding will be used for training and traffic-related programs associated with motorcycle safety. The grant does not require a match. A memo from Chief Gallagher is attached.

17. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Overtime.

This grant will reimburse the City up to \$25,000 for overtime incurred by police officers performing safety initiatives such as seatbelt and speed enforcement. No match is required. A memo from Chief Gallagher is attached.

18. Consider Adopting a Resolution Approving T.D Bank, N.A. as the Winning Bidder for an Installment Financing Agreement for the Stanley White Recreation Center Project.

(Ward 2) The City solicited financing proposals for the Stanley White Recreation Center project for 15 or 20-year terms, and three responses were received. After reviewing the proposals from Capital One Public Funding, TD Bank, and Truist Bank, Davenport Public Finance recommends the City accept the proposal of TD Bank for a 15-year term at a rate of 4.50%. The loan will not exceed \$10 million. A memo from Kim Ostrom, Director of Finance, is attached along with a summary of the proposals received.

19. Consider Adopting a Resolution Approving Webster Bank as the Winning Bidder for the Issuance of a Revenue Bond for Improvements to the Combined Enterprise System to Include the Northwest Interceptor Rehabilitation Phase II Project and Township 7 Sewer Improvements Phase III Project.

Proposals were sought for a direct bank loan revenue bond to fund two sewer system infrastructure projects not to exceed \$6.1 million for a 15 or 20-year term. Proposals were received from three lenders: Capital One Public Funding, Truist Bank, and Webster Bank. After reviewing the responses, Davenport Public Finance recommends the City accept the proposal from Webster Bank for a 15-year term with an interest rate of 4.45%. A memo from Mrs. Ostrom is attached along with a summary of the proposals.

20. Consider Adopting a Resolution Approving TD Equipment Finance, Inc. as the Winning Bidder for an Installment Financing Agreement for Fiscal Year 2023-24 Vehicles and Equipment.

Financing proposals were also sought for \$4.8 million to cover the purchase of vehicles and equipment. After reviewing the responses received, Davenport Public Finance recommends accepting the proposal from TD Equipment Finance at a rate of 4.08% for a 5-year term. A memo from Mrs. Ostrom is attached along with a summary of the six proposals.

21. Consider Adopting a Budget Ordinance Amendment for Fiscal Year 2023-24.

This budget ordinance amendment recognizes the total of \$60,000 in grant funds from the NCGHSP as detailed in Items 15, 16, and 17. It also recognizes a \$30,000 grant from the NC Department of Public Safety Homeland Security for the Fire Department's purchase of boots and helmets. A match is not required for any of these grants. A memo from Mrs. Ostrom is attached.

22. Appointment(s).

- a) Raymond Layton's term on the Planning and Zoning Board expired June 30, 2023, and he is ineligible for reappointment. Alderman Kinsey is asked to make a new appointment to fill Seat 4 for a three-year term.
- b) Appointees to the Dangerous Dog Board must be a NC licensed veterinarian, professional dog obedience trainer, or registered veterinary technician. Currently, the three seats on this board are filled by Dr. Steve Stelma, Dr. Bobbi Kotrba, and Dona Baker. Their terms expire this month, and each one is willing to continue serving. The Board is asked to consider reappointing these individuals or make new appointments.
- c) As a member of the Eastern Carolina Council of Governments ("ECC"), the City is to appoint one of its elected officials to serve on ECC's Executive Committee and General Membership Board.

23. Attorney's Report.

24. City Manager's Report.

25. New Business.

26. Closed Session.

27. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

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

Date of Meeting: August 22, 2023	Ward # if applicable: 3
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:	Sienna Woods of Carolina Colours has made a request to close the 3600 block of Cranberry Lane to vehicular traffic from 12:00 p.m. until 7:30 p.m. on Friday, September 29, 2023, with a rain date of September 30, 2023, for Sienna Woods of Carolina Colours 4 th Annual Neighborhood Picnic.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map - Petition
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 checked="" type="checkbox"/> No

Additional Notes: N/A



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

Kari Warren, CPRP
Director of Parks & Recreation

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance



Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP *KW*
Director of Parks and Recreation
Re: Street Closure for Sienna Woods Neighborhood Picnic of Carolina Colours.

Background Information:

Sienna Woods of Carolina Colours has made a request to close the 3600 block of Cranberry Lane to vehicular traffic from 12:00 p.m. until 7:30 p.m. on Friday, September 29, 2023, with a rain date of September 30, 2023, for Sienna Woods of Carolina Colours 4th Annual Neighborhood Picnic.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Sienna Woods of Carolina Colours has scheduled its 4th Annual Neighborhood Picnic and requested the 3600 block of Cranberry Lane be closed to vehicular traffic from 12:00 p.m. until 7:30 p.m. on Friday, September 29, 2023, with a rain date of September 30, 2023; and

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

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

That the 3600 block of Cranberry Lane be closed to vehicular traffic from 12:00 p.m. until 7:30 p.m. on September 29, 2023, with a rain date of September 30, 2023, for a neighborhood picnic in the Sienna Woods Neighborhood of Carolina Colours.

ADOPTED THIS 22nd DAY OF AUGUST 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED
JUL 31 2023
BY: N.D.

Sept 29, 23 / Sept 30
Friday / Rain date
Sat.

Street Closing

CITY OF NEW BERN

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

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

Festival – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.
Parade – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.
Public Assembly – A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity: Sienna Woods 4th Annual Picnic (Carolina Colours)
Organization Name: Sienna Woods Picnic Committee
Responsible Contact: Jerry Trenholm
Address: 3602 Cranberry Lane
City: New Bern State: NC Zip code: 28562-8462
Phone: (703) 966.0020 Alternate Phone: _____
Email: mainer1125.jt@gmail.com

Type of Event: Demonstration Festival Parade

Date of Event: Sept 29, 2023 Proposed Rain Date: Sept 30, 2023

Event Set up time: 12 noon Event Tear Down Completed Time: 5:30pm

Event Start Time: 3:30pm Event End Time: 7:30pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
Note: Sept 30 start time 12 noon until 4:00pm. Set up 10:00am - tear down complete by 6:00pm
Approximately 90 house holds, in Sienna Woods, will be invited.

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)
This is the 4 Annual Neighborhood Picnic. Historically we have used the 3600 block as the focal point.

Estimated attendance: 200 = all households ; Attendance not to exceed: 250
**Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.*
Tents # _____ Sizes _____ Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall).

How will you handle trash generated from the event?

We are requesting # 5 trash cans.
 We will provide our own bags & dispose of any trash generated ourselves.
 We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.

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

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

*What Street(s) are you requesting to close? Be specific: The 3600 block of Cranberry lane which is comprised of lots 21 through 28. Lot owner concurrence attached

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

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

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

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

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

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

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

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

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

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

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

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

Payment in full of applicable fees and charges.

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

The following items must be submitted with Application:

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

[Signature]
Authorized Signature

July 29, 2023
Date

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

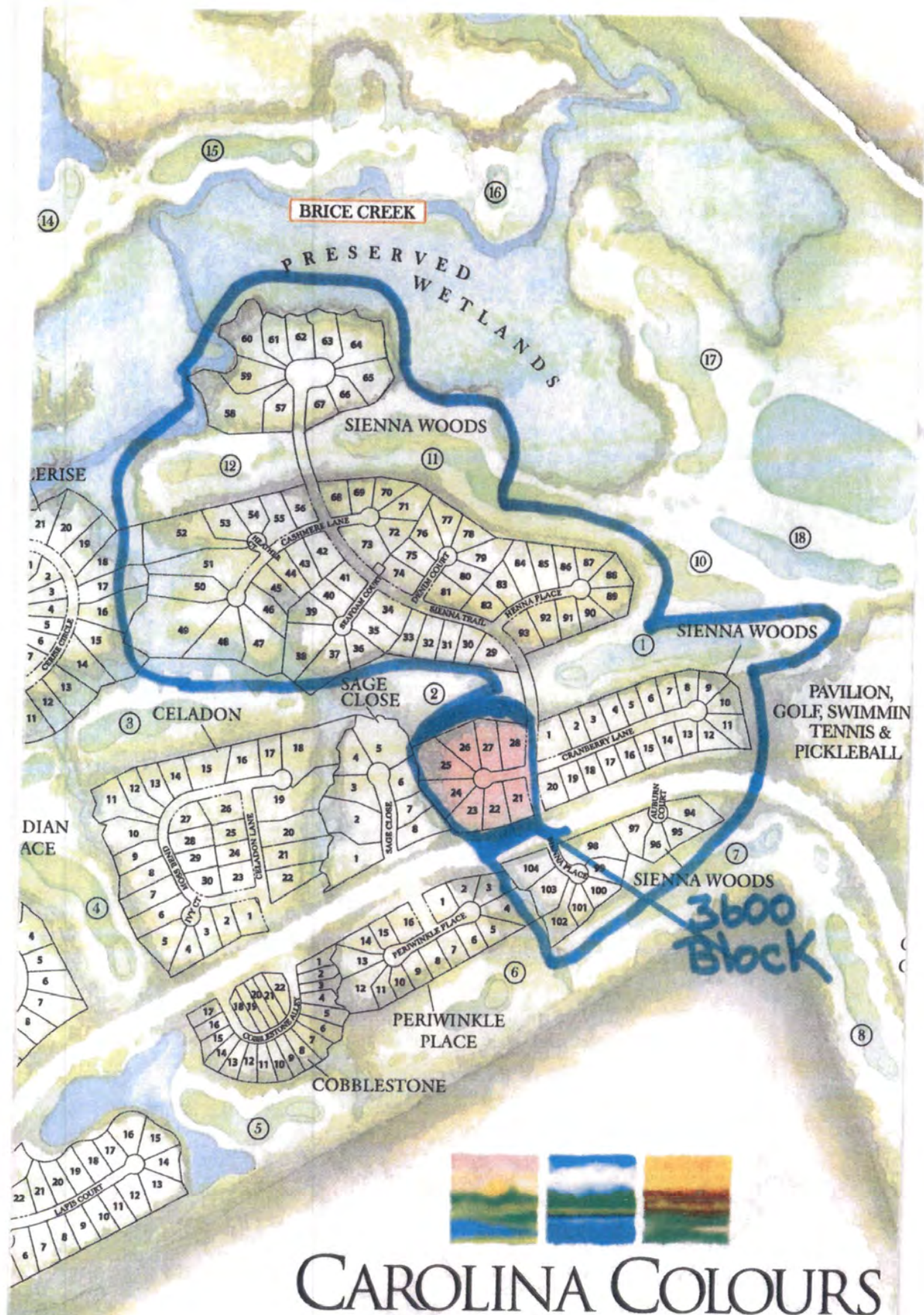
Administrative Support Supervisor Date

This application has been approved.
[Signature]
Director of Parks & Recreation 8-10-2023
Date

Total Anticipated Charges	
Barricades:	# <u>2</u> \$ <u>10.00</u>
Trash Collection:	\$ _____
City Staff:	# <u>1</u> \$ <u>22.00</u>
Vendor Fees	# _____ \$ _____
Park/Facility Rental:	\$ _____
Total Due:	\$ <u>32.00</u>

- Have HOA's been notified? Yes No Spoke with: _____
- Approved by Department Date: 8-10-23 Staff Initials: KW
- Submitted for Board Approval Date: 8-10-23 Staff Initials: KW
- All Paperwork collected Date: _____ Staff Initials: _____
- All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event
 Yes No
Updated 6-3-2019



CAROLINA COLOURS

A COMMUNITY DESIGNED FOR THE ART OF LIVING

503 W. Thurman Rd. New Bern, North Carolina 28562
 252.636.3700 www.carolinacolours.com

DIGO LAKES



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

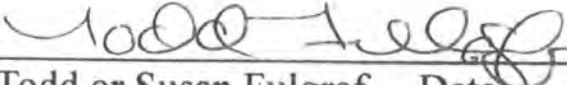
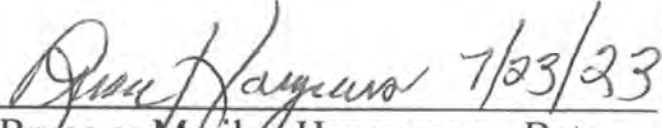
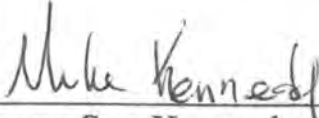
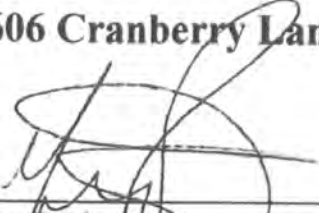
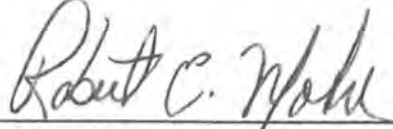
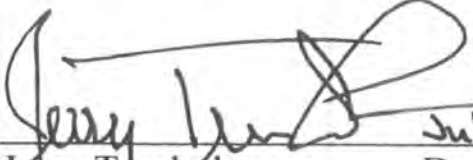
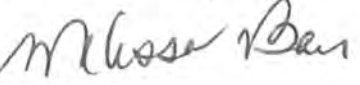
July 22, 2023

Sienna Woods 4th Annual Picnic

Request to Close 3600 Block of Cranberry Lane

Carolina Colours

September 29, 2023, with a Rain date of September

3601 Cranberry Lane (Lot 21)  Todd or Susan Fulgraf Date Concur/ non-concur	3603 Cranberry Lane (Lot 22)  Bruce or Marilyn Hargreaves Date Concur/ non-concur
Lot 23 – undeveloped Signature not applicable	3607 Cranberry Lane (Lot 24)  Mike or Sue Kennedy Date Concur/ non-concur
3606 Cranberry Lane (Lot 25)  Marc Bolton Date Concur/ non-concur	3604 Cranberry Lane (Lot 26)  Bob or Mary Beth Mohn Date Concur/ non-concur
3602 Cranberry Lane (Lot 27)  Jerry Trenholm Date Concur/ non-concur	3600 Cranberry Lane (Lot 28)  Melissa Baer Date Concur/ non-concur

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 201 Riverside Drive

Date of Meeting: 8/22/2023	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Andrew Gratz requested to annex 201 Riverside Drive which is in Township 2 (Bridgeton).
Actions Needed by Board:	Conduct a public hearing and consider annexing the property
Backup Attached:	Memo, ordinance, map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: Mayor and Board of Aldermen
FROM: Brenda E. Blanco, City Clerk
DATE: August 11, 2023
SUBJECT: Conduct a Public Hearing and Consider Annexing 201 Riverside Drive

Background

Andrew Gratz petitioned the City to annex 201 Riverside Drive in Township 2, which is in the Bridgeton area. The property is a single-family residence situated on 0.233 acres. After conducting a public hearing, the Board is asked to consider the annexation.

Recommendation

Consider adopting an ordinance to annex the property.

Ordinance No. _____

Prepared by and return to:

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

AN ORDINANCE ANNEXING TO THE CITY OF NEW BERN PROPERTY OF ANDREW GRATZ, CONSISTING OF 0.233 ACRES, MORE OR LESS, LOCATED AT 201 RIVERSIDE DRIVE IN NUMBER TWO TOWNSHIP

THAT WHEREAS, Andrew Gratz filed a petition requesting the annexation to the City of New Bern of property he owns, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 0.233 acres, more or less, which said parcel is located at 201 Riverside Drive in Number 2 Township, Craven County, North Carolina, the boundaries of which are illustrated on the annexation map prepared by the City of New Bern Development Services staff, which is attached hereto as Exhibit B, and incorporated herein by reference; and

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

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

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

WHEREAS, pursuant thereto, notice of a public hearing to be held at 6:00 p.m. on August 22, 2023, in the City Hall Courtroom was duly caused to be published as required by law in the *Sun Journal*, a newspaper having general circulation in the City; and

WHEREAS, on August 22, 2023, at 6:00 p.m., a public hearing on the question of annexation of the subject area was held by the Board of Aldermen of the City of New Bern, at which time all interested parties were given an opportunity to be heard; and

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

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

Section 1. That the subject petition meets the requirements of §160A-31 of the General Statutes of North Carolina.

Section 2. That the property owned by Andrew Gratz, the boundaries of which are more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 0.233 acres, more or less, which said parcel is located at 201 Riverside Drive in Number 2 Township, Craven County, North Carolina, be and the same is hereby annexed to the City of New Bern. A survey of the property being annexed appears of record in Map Book 2 at Page 69 of the Craven County Registry.

Section 3. That the effective date of annexation shall be midnight on August 22, 2023.

Section 4. That the area to be annexed be and the same is hereby made a part of Ward 1 of the City of New Bern.

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

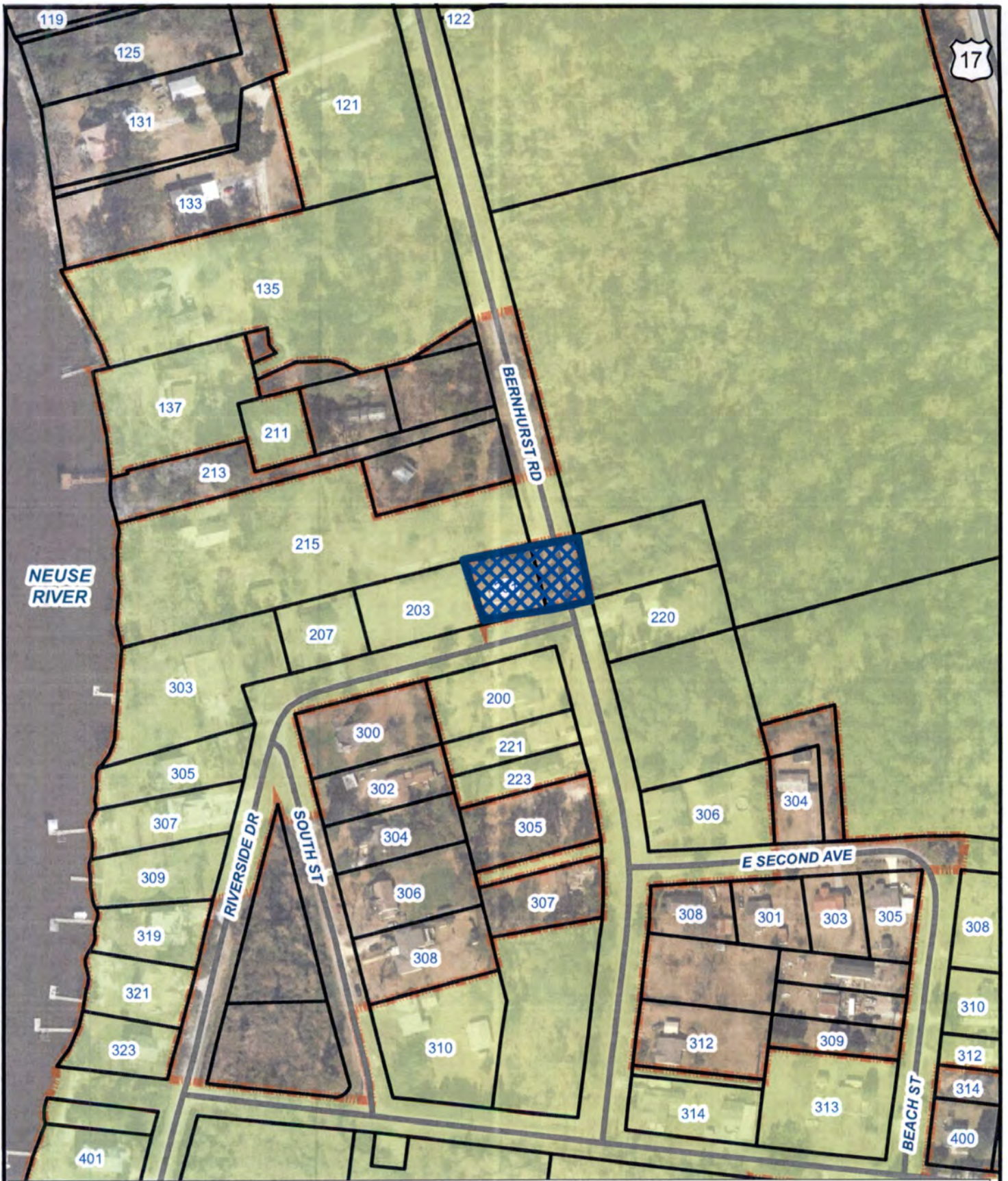
ADOPTED THIS 22nd DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Two Township, Craven County, North Carolina, designated as Lot Number One (1) in Block A, in that certain subdivision known as Riverview Park, a map or plat of which said subdivision appears of record in the Office of the Register of Deeds of Craven County in Map Book 2 at Page 69 to which said map reference is hereby made for a more particular description of the aforesaid Lot Number One (1) in Block A hereby conveyed.

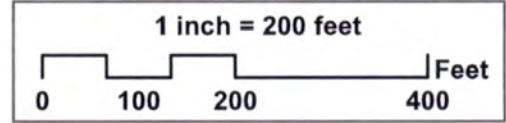


Proposed Annexation: 201 Riverside Dr. - 0.233 Acres: Tax ID: 2-036-080

EXHIBIT B



Existing New Bern Limits N
 Proposed Annexation Area



AGENDA ITEM COVER SHEET

Agenda Item Title:

Update on a community input meeting and survey regarding bringing a summer collegiate baseball league to Kafer Park.

Date of Meeting: 7/25/2023	Ward # if applicable: 1
Department: Administration	Person Submitting Item: Foster Hughes, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	At the July 25, 2023 meeting, in response to a request to lease Kafer Park for a summer collegiate baseball league the board gave direction to the City Manager to gather community input. A survey was released on August 9th. A public meeting was held on August 14th. Feedback and survey results will be discussed.
Actions Needed by Board:	Provide direction to the City Manager on moving forward to negotiate a lease contract for the use of Kafer Park.
Backup Attached:	Memo, Presentation, survey results
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:

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: August 16, 2023
Subject: Update on a community input meeting and survey regarding bringing a summer collegiate baseball league to Kafer Park.

Background Information:

Alec Allred, with the Old North State League, approached the City Manager several months ago to discuss the possibility of bringing an expansion summer collegiate baseball team to New Bern. The league is interested in entering into a lease agreement for the use of Kafer Park. The league made a presentation to the Board of Aldermen during the July 25, 2023 meeting. The Board made a request to gather public input.

On August 9th, a survey was released on the city website, through press and social media releases, and an information flyer was released. On August 14th, a community input meeting was held at the Omega Center. Alec Allred with the Old North State League made the presentation and answered questions. Forty-six people were in attendance. The meeting was broadcast live on the parks and recreation Facebook page. The meeting is currently being broadcast on City3TV, with links available on YouTube, and the city's website. To date, the Facebook video has reached over 1,700 users. The YouTube link has been viewed 30 times. To date, over 357 surveys have been received.

Recommendation:

Provide direction to the City Manager on moving forward to negotiate a lease contract for the use of Kafer Park.



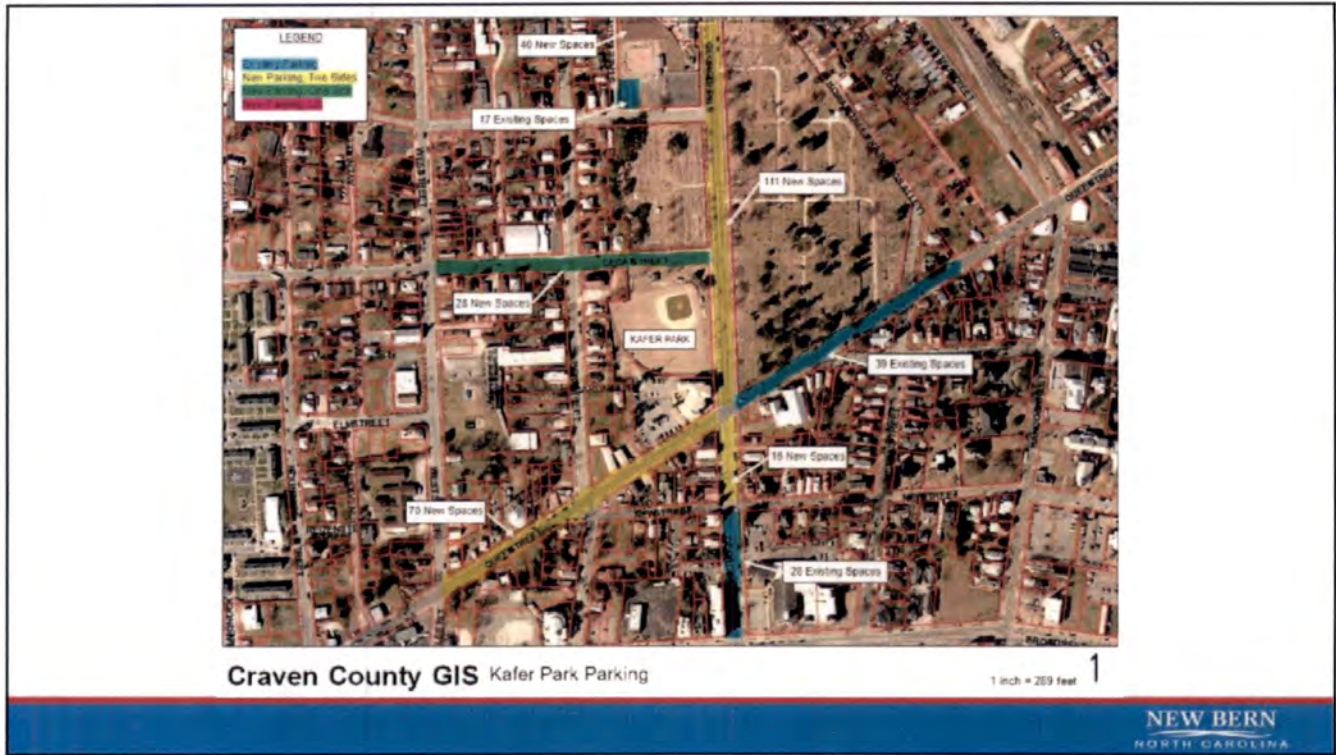
Community Input Meeting Summer Baseball Proposal at Kafer Park August 14, 2023

1

History of Kafer Park

- Ballpark dates back to 1928
- Rich history & tradition of baseball for nearly 100 years
- Park is named for former city alderman Alfred Kafer
- Ballfield is the former home of the New Bern Bears & New Bern Giants baseball teams
- One of the first games featured New Bern Battery D Team against the New Bern Fire Department

2



3

ONSL & THE CITY OF NEW BERN

COLLEGE SUMMER BASEBALL IN 2024

4

THE OLD NORTH STATE LEAGUE



- A collegiate summer baseball league based entirely out of North Carolina
- There are 16 teams in the Old North State League making it the 4th largest league of its kind in the country
- Current teams in the ONSL that are in the Eastern North Carolina region
 - Jacksonville
 - Elizabeth City
 - Brunswick County
 - Kinston
- The season runs from late May to the end of July
- Teams have a year round operation and presence in their community
- Dozens of former players have gone on to play professional baseball
- Old North State League teams typically play a 40-45 game schedule with 20-25 home games each season

5



6

PHOTOS



BOGEY BALLPARK - HOME OF THE SANDHILLS BOGEYS

TRAMWAY PARK - HOME OF THE SANFORD SPINNERS



7

PHOTOS



JP RIDDLE STADIUM - HOME OF THE FAYETTEVILLE CHUTES



JACK HUGHES BALLPARK - HOME OF THE PINEVILLE PORCUPINES



BERKELEY MILLS BALLPARK - HOME OF THE HENDERSONVILLE HONEYCRISPS

8

WE WANT TO COME TO NEW BERN



- Ideal population for an ONSL market
- New Bern is a tourist destination
- Historic Area
- Historic Kafer Park fits league goals to renovate old ballparks for communities
- Baseball Rich community and history
- Fills a geographical void in the ONSL
- Ability to establish local rivalries with Kinston and Jacksonville

9

Kafer Park

- Ideal location near downtown
- The ballpark is well known by citizens
- The Ballpark has a rich history of high level baseball being played there
- It's got a great foundation that New Bern Baseball can build off of.
- A historic ballpark with needed renovations



New Bern-Craven County Public Library

10

PREVIOUS BALLPARK RENOVATION PROJECTS COMPLETED BY NEW BERN BASEBALL OWNERS



CRAVEN STADIUM - RAMSEUR, NC FALL OF 2014



CRAVEN STADIUM - RAMSEUR, NC SPRING OF 2015

11

PREVIOUS BALLPARK CONSTRUCTION PROJECTS COMPLETED BY NEW BERN BASEBALL OWNERS



BOGEY BALLPARK - PINEHURST, NC SPRING OF 2022



BOGEY BALLPARK - PINEHURST, NC SUMMER OF 2022

12

PLANS AND INITIATIVES

- Hire a local General Manager with a pulse on the community
- Work with Parks & Rec as a community partner to help with initiatives
- Get involved with County School system and their initiatives
- Renovate Kafer Park
- Create a year-round experience at Kafer Park through collegiate summer baseball games, tournaments, concerts, and other events
- Drive economic revenue to other local businesses

13

NEW BERN BASEBALL CONTRIBUTION

- The estimated cost of New Bern Baseball's Investment is between \$250k - \$350k
- These include the following items that should be completed by the 2024 season
- Expanded Dugouts (\$25,000 - \$35,000)
- Refurbished Playing Surface (\$10,000 - \$15,000)
- Speaker System (\$4,000 - \$5,000)
- Bullpens (\$10,000 - \$15,000)
- New Backstop (\$25,000 - \$35,000)
- Extended Outfield Fence in Center Field (\$25,000 - \$35,000)
- Beer Patio (\$10,000 - \$15,000)
- Grandstand Seating (\$150,000 - \$175,000)

14

CITY OF NEW BERN CONTRIBUTION

- In exchange for this investment, we are asking for the following:
 - a 10 year lease at \$1 a year for 365 day control
 - Permission to sell beer with the proper permits
 - Ability to control advertising at the ballpark year-round
 - Including the naming rights of structures around the park including but not limited to:
 - Dugouts
 - Concession Stand
 - Grandstand
 - New Bern Baseball will NOT rename Kafer Park
- A separate lease that coincides with the ballpark lease for the concession stand to ease the ability to receive food and beer permits
- Authorization to rent field to other entities
- Authorization to install baseball technology such as but not limited to:
 - Trackman, Live Stream Cameras, Rapsodo
- A Non-compete with New Bern Baseball to not enter into an agreement with another baseball team that could be deemed as competition.

15

PROPOSED BALLPARK RENOVATIONS - ALL PHASES STADIUM RENDERINGS

KAFER PARK



16

PROPOSED BALLPARK RENOVATIONS - ALL PHASES STADIUM RENDERINGS

KAFER PARK



17

PROPOSED BALLPARK RENOVATIONS - ALL PHASES STADIUM RENDERINGS

KAFER PARK



18

PROPOSED BALLPARK RENOVATIONS - ALL
PHASES STADIUM RENDERINGS

KAFER
PARK



19

PROPOSED BALLPARK RENOVATIONS - ALL
PHASES SITE PLAN

KAFER
PARK



20

PROPOSED GRANDSTAND

KAFER
PARK



21

PROPOSED EXAMPLE BEER PATIO

KAFER
PARK



22

CONCLUDING THOUGHTS

- In the initial 10 year lease before the exercised option, that puts a value of the year round lease at \$25,000 - \$35,000 a year in trade off for our investment in the venue.
For reference on the numbers above, Grainger Stadium, home of the Down East Wood Ducks pay a yearly fee of \$60k for a ballpark worth over \$10m.
- New Bern Baseball will take over all utilities at the park
- New Bern Baseball will maintain partnership with the Adult Baseball League.
- New Bern Baseball will begin games at 6:00 PM to avoid noise ordinance
- New Bern Baseball and the City of New Bern will work together to provide the City any dates they need to utilize the field throughout the year
- This investment is our belief in New Bern and its viability to host a successful sports entertainment venture.
- The City of New Bern will have a partner in New Bern Baseball that will help with city initiatives, and drive economic revenue to the town through overnight stays, gas station fill ups, eating at restaurants, and much more.
- We will look to be a year round partner and have a year round presence to host more than just college baseball games each year. We will work to utilize the ballpark all year and drive people to New Bern.

23

CONCLUDING THOUGHTS

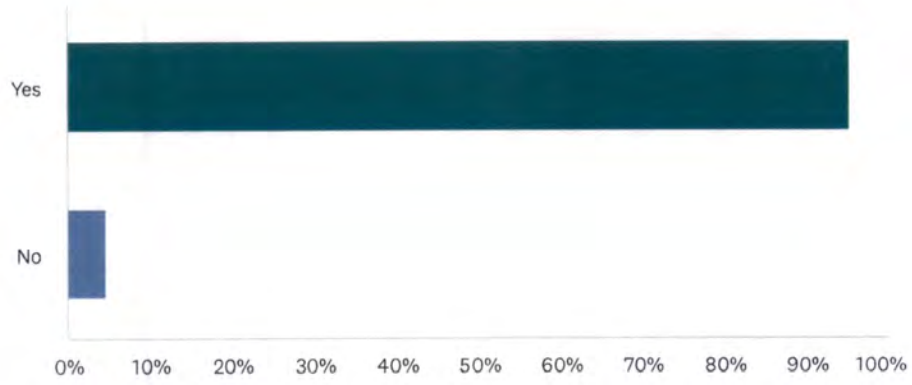
- What are ticket prices around the Old North State League?
 - Typically ticket prices are around \$8 - \$10.
- What time will games typically start?
 - Night games will begin at 6:00 PM to avoid the noise ordinance.
- What type of food will be served?
 - We will likely try to partner with local food trucks and restaurants.
- How will beer sales work?
 - New Bern baseball will apply for all proper permits, and hire security to work the games. Through 5 years and almost 1200 games, the Old North State League has never had any beer related issues.
- Will additional netting be added?
 - We will look to add some netting in proper areas to protect patrons, cars and buildings.

24

Kafer Park Public Input Survey

Q1 If the City enters into an agreement to lease Kafer Park to Old North State League, would you attend any games or activities at the park?

Answered: 362 Skipped: 3



ANSWER CHOICES

RESPONSES

Yes

95.30%

345

No

4.70%

17

TOTAL

362

Kafer Park Public Input Survey

Q2 Do you have any concerns or questions about Old North State League leasing Historic Kafer Park? Please explain.

Answered: 241 Skipped: 124

#	RESPONSES	DATE
1	Yes I live across the street and right now baseball parking takes over the front of my house and other houses in my neighborhood. What would be done about that? At times I've not been able to leave my house because my vehicles have been blocked in by numerous vehicles. And again I literally live across from the baseball park.	8/17/2023 5:42 PM
2	None	8/17/2023 2:13 PM
3	No	8/16/2023 9:39 PM
4	When the old north state is not using the field. Will the city make it more available to local youth teams?	8/16/2023 7:22 PM
5	New Bern would be lucky to host games from a great baseball league	8/16/2023 7:11 PM
6	Yes. Not enough space for fans or parking cars. Also dense area in history... cemetery on 2 sides and police station. This neighborhood does not need beer garden to encourage people.	8/16/2023 6:47 PM
7	Are they willing to include some of the old characteristics of the old New Bern Giants league and stadium?	8/16/2023 9:14 AM
8	Parking	8/16/2023 9:13 AM
9	Please allow Old North State to pay for batting cages to be put in at Fort Totten since downtown residents will lose the cages at Kafer.	8/16/2023 9:13 AM
10	What about us Blacks?	8/16/2023 9:11 AM
11	Yes. What place does the Blacks have? We use to dominate Kafer Park.	8/16/2023 9:10 AM
12	Alcohol. Parking. Noise.	8/16/2023 9:06 AM
13	Try to keep on context with original design.	8/16/2023 9:05 AM
14	no	8/16/2023 9:01 AM
15	As long as 18 and up and 35 and up leagues can still play the 12 game season	8/16/2023 1:10 AM
16	Play ball! What a great deal for the city to have a run down park upgraded with someone else's money all while bolstering the local economy with something fun for all ages.	8/15/2023 11:25 PM
17	1000 people leaving the park at the same time , how do residents traverse the area, what happens to traffic when 1000 people are trying to find their spot to park How does the city profit from this project? 10 years of the park being controlled by a for. Profit organization?	8/15/2023 9:30 PM
18	I think this would be good for the city and will bring base ball back to Kafer park	8/15/2023 4:46 PM
19	Any future upkeep costs if the venture does not work out for the league.	8/15/2023 11:12 AM
20	Yes, it's proximity to a known high crime, high drug area of the city. The vast majority of crime is located only 3 blocks away and if you plan to bring hundreds of cars to the area I foresee there being several vehicle related crimes occurring and that will deter visitors.	8/15/2023 9:29 AM
21	they would never draw a crowd of 1000 here are already numerous baseball parks in new bern 350k could be better used elsewhere What are the crime statistics in the area? If the Old North State League org wants to fund it ..then fine	8/15/2023 8:15 AM
22	Why wouldn't you do this if the league is interested in coming to Newbern? Loom at all the people who travel from Newbern to see the Morehead city Marlins play.	8/14/2023 7:40 PM
23	Not many concerns. Lots of questions about their proposed improvements to the park and the	8/14/2023 4:19 PM

Kafer Park Public Input Survey

timing of the first season. I support the idea fully.

24	No	8/14/2023 4:06 PM
25	Will any funds be allocated to the improvement around the community?	8/14/2023 2:09 PM
26	No questions or concerns. Its a great idea.	8/14/2023 1:09 PM
27	No, bring baseball to New Bern	8/14/2023 12:22 PM
28	No	8/14/2023 11:55 AM
29	No ?'s or concerns, just a comment: Think it's a wonderful idea and location! Born and bred in New Bern. Wish it was done YEARS ago. Will now bring my grandchildren. Wholesome family entertainment!	8/14/2023 10:10 AM
30	No	8/14/2023 9:12 AM
31	Climate issues are making it difficult for events outside.	8/14/2023 6:13 AM
32	Great idea	8/13/2023 8:54 PM
33	I believe this addition to the New Bern area is very helpful in providing activities for residents to attend, especially young adults and children.	8/13/2023 6:12 PM
34	No	8/13/2023 5:29 PM
35	No concerns. I would like to see this happen.	8/13/2023 2:43 PM
36	I think the ball games would be great. I would also love to see the field used for other events including concerts. We need more family entertainment in the New Bern area.	8/13/2023 1:41 PM
37	Parking	8/13/2023 10:25 AM
38	Will there be food and beverage vendors available?	8/13/2023 10:12 AM
39	No	8/13/2023 9:30 AM
40	No	8/13/2023 9:27 AM
41	The fact that you're having to ask for public input is absurd. We elect you to make the best decisions for our city. This is the biggest no brainer in the history of our city. Make the deal happen and let's play ball!	8/13/2023 12:39 AM
42	Parking for everyone to enjoy the game with out such a far walk. Need room to seat everyone Safety make sure parking and street have good lights for folks making there way back to there vehicles	8/13/2023 12:22 AM
43	We live in on Bern street on the same block as the field and welcome any development,	8/12/2023 11:32 PM
44	No. I think it would be a huge boost to the downtown area and provide walkable, high-level, family entertainment close to the downtown businesses and restaurants. A great use of the facilities for all age groups.	8/12/2023 9:05 PM
45	None at this time	8/12/2023 2:27 PM
46	No	8/12/2023 2:18 PM
47	Think it is an excellent idea!	8/12/2023 12:24 PM
48	Is ECABL going to be allowed to continue using Kafer?	8/12/2023 6:44 AM
49	No concerns, I just don't like baseball	8/12/2023 3:56 AM
50	No	8/12/2023 3:02 AM
51	None	8/11/2023 8:57 PM
52	Parking	8/11/2023 8:04 PM
53	Parking and safety in the area	8/11/2023 7:34 PM
54	My major concern is th parking I read where you stated that there are 350 parking spots within .25 og the park however what about the residents in the area and of there's another event	8/11/2023 4:13 PM

Kafer Park Public Input Survey

55	Would other organizations still be able to use the field?	8/11/2023 2:09 PM
56	No	8/11/2023 12:04 PM
57	None! We live downtown with our kids and it would be amazing to walk over and see a game. Will be great for New Bern and downtown!	8/11/2023 12:00 PM
58	There's not enough parking at Kafer. I think the field by Kidsville would be a better location.	8/11/2023 11:46 AM
59	none at this time. i would like to hear there presentation. i think this is a good idea and which the right people handling say to say operations it would be a great addition to why you would want to visit New Bern. I would love to see what i could possibly offer to help make this leave successfully. please feel free to contact me at r.nelsonjr@icloud.com thank you for your time.	8/11/2023 10:07 AM
60	No	8/11/2023 9:50 AM
61	Yes. Where will people park??	8/11/2023 9:34 AM
62	Please make tickets affordable	8/11/2023 6:36 AM
63	Proposed plans look out of place with the location. The type of parking available would make the current peaceful area hectic and unsafe. There are many other locations/fields better suited for this league. Plus there is already a baseball league established at Kafer park.	8/11/2023 12:25 AM
64	No, please make it happen!	8/10/2023 11:10 PM
65	Absolutely not - New Bern would ONLY benefit from something such as this!	8/10/2023 10:42 PM
66	No	8/10/2023 10:18 PM
67	Nope! I think it is an incredible opportunity to bring in an activity for all ages to enjoy!!	8/10/2023 10:16 PM
68	No	8/10/2023 10:14 PM
69	None! And I live right by the park!	8/10/2023 9:57 PM
70	None	8/10/2023 9:27 PM
71	Parking	8/10/2023 9:08 PM
72	Why does everything have to involve alcohol? We used to attend baseball games in New Bern that were Family Friendly - no alcohol. The more alcohol, the more likely for altercations. There is also a Noise factor plus parking. Both are already problems for Downtown residents.	8/10/2023 8:54 PM
73	Yes many. They should not have full control of the field year round. They should have it exclusively during their games but not year round with the ability to lease it out. Additionally they should have to submit quotes on the budget of the 350k they propose to spend because that work will cost significantly more. They should also have to complete all renovations by year 3 as well as pay a higher rent.	8/10/2023 8:46 PM
74	No	8/10/2023 8:45 PM
75	No	8/10/2023 8:32 PM
76	No concerns	8/10/2023 8:22 PM
77	Parking concerns	8/10/2023 7:47 PM
78	No questions or concerns about the proposal. My only question is how will the city figure out a way to say no and that's also my concern. For heaven's sake stop listening to the loud mouth minority and listen to the majority of your citizens. Black white hispanic etc. all deserve to have something like this in our community.	8/10/2023 6:50 PM
79	No	8/10/2023 6:08 PM
80	Parking in that area	8/10/2023 5:24 PM
81	I don't have any questions and trust city leadership will do what is in the best interest of us citizens. Talking with my friends and neighbors, EVERY SINGLE ONE OF THEM are excited about this prospect. No one is listening to some conspiracy theorist blogger that clearly wants to create negativity in our community. If the league that has been using the park wants to invest several hundred thousand dollars into the park then I'm sure the city would listen to their	8/10/2023 5:23 PM

Kafer Park Public Input Survey

proposal as well. But it seems like this is a win-win for everyone. And offering beer at a game is pretty common these days. They would have the liability associated with it and not the city. I am begging you New Bern, don't screw this one up.

82	Not at this time	8/10/2023 5:14 PM
83	Parking and how this would effect the residential areas around.	8/10/2023 5:00 PM
84	None	8/10/2023 5:00 PM
85	New Bern is a great market for baseball. In fact I think you should attempt to get a minor league baseball team and build a stadium on the west side of New Bern where all the open land is.	8/10/2023 4:41 PM
86	Structural integrity of stands (if there are stands.)	8/10/2023 4:17 PM
87	Parking?	8/10/2023 3:33 PM
88	No	8/10/2023 3:28 PM
89	None	8/10/2023 3:12 PM
90	My only concern would be parking	8/10/2023 2:53 PM
91	Parking near	8/10/2023 2:10 PM
92	None this would be great New Bern Desperately needs some form of good clean entrainment! Baseball is the best!	8/10/2023 2:08 PM
93	Great location...City friendly!	8/10/2023 1:53 PM
94	N/A	8/10/2023 1:46 PM
95	Can't say I would attend for certain, it would depend upon date/time/weather/conflicting events, but I do enjoy attending baseball games and it sounds like a great activity to bring to our city.	8/10/2023 12:38 PM
96	No. Would be nice to see it upgraded and used	8/10/2023 12:15 PM
97	no	8/10/2023 10:33 AM
98	Parking.	8/10/2023 10:27 AM
99	Parking	8/10/2023 10:11 AM
100	Well I play for the adult league we have in town now. I just hope we are able to keep our field and be able to play there still	8/10/2023 9:54 AM
101	None	8/10/2023 8:51 AM
102	Adequate parking	8/10/2023 8:46 AM
103	No	8/10/2023 8:41 AM
104	I think the proposed upgrades to Kafer Park sound great and we would absolutely attend games there!	8/10/2023 8:39 AM
105	PARKING !! There is no room now as it is.	8/10/2023 8:36 AM
106	no	8/10/2023 8:35 AM
107	No	8/10/2023 8:24 AM
108	none	8/10/2023 8:20 AM
109	No	8/10/2023 8:07 AM
110	No-but would like to see more seating.	8/10/2023 8:06 AM
111	1. Will all facility upgrades and improvements be completed before any league games are scheduled? 2. What is the anticipated ticket price for admission into the facility? 3. Who are the individuals and/or corporate entities that will be the recipients of the revenue generated from the facility operations? 4. Will the baseball league that currently uses the facility for practices and games be able to continue using the facility without interruption or any adverse impact on their operation?	8/10/2023 8:05 AM

Kafer Park Public Input Survey

112	Interfering with youth baseball.	8/10/2023 8:03 AM
113	No	8/10/2023 7:54 AM
114	Nope!	8/10/2023 7:52 AM
115	My only question concerns parking. I think having these games is a WONDERFUL idea! I am just curious about parking and the number of tickets that will be available for each event.	8/10/2023 7:45 AM
116	Not sure if that space is large enough to house all that is planned. Also want to make sure the current leagues playing there do not get squeezed out by this seemingly larger group	8/10/2023 7:22 AM
117	No	8/10/2023 7:18 AM
118	My concerns would be about the effect on the residents in the neighborhood, parking and ONSL financial commitment. I go to baseball games in Kinston and Morehead City and would go more often if there are games in New Bern.	8/10/2023 7:11 AM
119	No	8/10/2023 6:59 AM
120	Parking	8/10/2023 6:52 AM
121	No	8/10/2023 6:46 AM
122	No	8/10/2023 6:35 AM
123	Maintaining partnership with ECABL Parking	8/10/2023 6:02 AM
124	Not really	8/10/2023 5:15 AM
125	No	8/10/2023 5:03 AM
126	No.	8/10/2023 4:08 AM
127	It's a great idea!	8/10/2023 1:56 AM
128	No, I love within walking distance and would appreciate this addition to our community	8/10/2023 12:01 AM
129	No concerns	8/9/2023 11:50 PM
130	It's a win for all. The city, players, a great form of entertainment.	8/9/2023 11:46 PM
131	Why is this even being questioned? It would be great for New Bern and would even encourage the sport for the Recreational Leagues at the youth levels. I personally have 6 children 3 girls and 3 boys. Going to a local game would be such a fun family night for us. 10/10 recommend.	8/9/2023 11:11 PM
132	No	8/9/2023 11:05 PM
133	No, I am ready for it	8/9/2023 10:53 PM
134	No	8/9/2023 10:48 PM
135	Parking would be my only concern?	8/9/2023 10:40 PM
136	Where is this going to go? The police station, houses, and cemeteries are surrounding the field.	8/9/2023 10:33 PM
137	Only concerns are parking	8/9/2023 10:23 PM
138	Enough Parking	8/9/2023 9:54 PM
139	None. Would love to be a host family as we used to host for the MHC Marlins (from 2013-2019) when we lived in Newport.	8/9/2023 9:50 PM
140	What will you do about parking? While the park is next to the police department, it's still not the most favorable neighborhood in my opinion.	8/9/2023 9:47 PM
141	No	8/9/2023 9:46 PM
142	Parking	8/9/2023 9:42 PM
143	Parking and traffic control	8/9/2023 9:25 PM
144	No	8/9/2023 9:22 PM

Kafer Park Public Input Survey

145	No concerns. Don't listen to the naysayers who talk about parking. There's plenty of on street parking to accommodate these games. This is not the wood ducks.	8/9/2023 9:20 PM
146	No	8/9/2023 9:19 PM
147	Would love to see this happen. I'm afraid though that New Bern will end up being New Bern and find a way to run them off. Let this happen please!	8/9/2023 9:18 PM
148	No	8/9/2023 9:12 PM
149	How long is the lease agreement for and what type of opt out clause will be in there?	8/9/2023 9:10 PM
150	Psarking	8/9/2023 9:10 PM
151	Parking and promotional considerations need to be part of the plan.	8/9/2023 9:09 PM
152	Can other leagues us it	8/9/2023 9:05 PM
153	Parking	8/9/2023 9:04 PM
154	Excited to see it happen	8/9/2023 9:04 PM
155	No	8/9/2023 8:54 PM
156	No	8/9/2023 8:50 PM
157	Why do you feel the need to have another venue where beer/alcohol is served? I feel that alcohol sales would only contribute to a rise in crime and violence in the area. We need more family friendly areas in town that do not provide ready access to alcohol. Who would handle traffic control before, during, and after the games? Would there be a curfew in place for the games in order to prevent light and noise pollution in the surrounding neighborhoods? le: no new inning can start after 2145, lights out at 2000? What days of the week would games be held? Is there an admission fee to the games? Would there be a fee for parking?	8/9/2023 8:44 PM
158	I understand that additional seating will be put in but what about restrooms? Are there any currently or wil additional restrooms be installed? Also, any plans for concessions?	8/9/2023 8:42 PM
159	Would just want to make sure there is adequate parking and that noise levels do not disrupt the areas/neighborhoods adjacent to the park. Less concerned with baseball game noise - really more talking about concerts and similar non-baseball events	8/9/2023 8:38 PM
160	No	8/9/2023 8:37 PM
161	The safety of people walking to their cars especially after a night event.	8/9/2023 8:33 PM
162	No	8/9/2023 8:30 PM
163	Parking.	8/9/2023 8:29 PM
164	No, sounds great!	8/9/2023 8:25 PM
165	No	8/9/2023 8:25 PM
166	Will the EC Amateur Baseball League still be able to play their games at Kafer Park? They have enjoyed playing there about 15 years now.	8/9/2023 8:24 PM
167	Night games too?? That would be great.	8/9/2023 8:18 PM
168	None	8/9/2023 8:15 PM
169	No	8/9/2023 8:14 PM
170	Parking, concessions, bathrooms	8/9/2023 8:13 PM
171	No I think this the most positive thing to be proposed in a while	8/9/2023 8:13 PM
172	No Please bring it to New Bern!	8/9/2023 8:12 PM
173	Parking. I don't know where 1000 fans will park.	8/9/2023 8:10 PM
174	No	8/9/2023 8:08 PM
175	No concerns.	8/9/2023 8:06 PM

Kafer Park Public Input Survey

176	No. Parking would be the only question but I wouldn't call it a concern. This is much needed and would be a great value addition to the community.	8/9/2023 8:04 PM
177	None	8/9/2023 8:03 PM
178	No	8/9/2023 8:03 PM
179	No concerns.	8/9/2023 8:02 PM
180	What limitations will be in place as far as changes to the park that may be permanent or difficult to "undo" in the future, if any?	8/9/2023 8:00 PM
181	Hard to see where expansion would be.	8/9/2023 7:57 PM
182	My concern is the city will once again let another fantastic opportunity pass us by. Don't stop this! Make it happen!	8/9/2023 7:57 PM
183	Love the idea of having it a ballpark as it was once and having events there.	8/9/2023 7:57 PM
184	Street parking	8/9/2023 7:54 PM
185	Parking	8/9/2023 7:51 PM
186	Noise at night	8/9/2023 7:44 PM
187	No, I believe that bringing America's Pastime to New Bern will be a great rejuvenation of the sport in New Bern along with keeping the history of the grounds alive with baseball. With the loss of the Down East Wood Ducks in Kinston and the uncertain future of Grainger Stadium, I would love to see an up and coming future of baseball in New Bern.	8/9/2023 7:42 PM
188	No concerns or questions. This is a fantastic opportunity for the city, residents & visitors. Let's make it a reality!	8/9/2023 7:38 PM
189	Parking and traffic	8/9/2023 7:36 PM
190	My only concern is parking. If the area supports 350 parking spots and the stadium will hold 1,000 will there be bus line service provided?	8/9/2023 7:33 PM
191	Parking would be atrocious at best....	8/9/2023 7:29 PM
192	No	8/9/2023 7:14 PM
193	None	8/9/2023 7:14 PM
194	Would appreciate shuttle service to dedicated city parking	8/9/2023 7:11 PM
195	No because I have been to games at Kafer Park	8/9/2023 7:09 PM
196	Hopeful it will not be too costly to view the games and there will be enough parking	8/9/2023 7:07 PM
197	No	8/9/2023 7:06 PM
198	None	8/9/2023 7:04 PM
199	No	8/9/2023 7:01 PM
200	No	8/9/2023 7:00 PM
201	None	8/9/2023 6:55 PM
202	No	8/9/2023 6:54 PM
203	No	8/9/2023 6:51 PM
204	Where will money come from?	8/9/2023 6:51 PM
205	No	8/9/2023 6:45 PM
206	Kafer park is a great place for the ECABL to play, but even with renovations is there going to be any parking spaces? With cemeteries surrounding the field, as well as homes and the police station, there just isn't going to be enough space	8/9/2023 6:44 PM
207	No	8/9/2023 6:42 PM

Kafer Park Public Input Survey

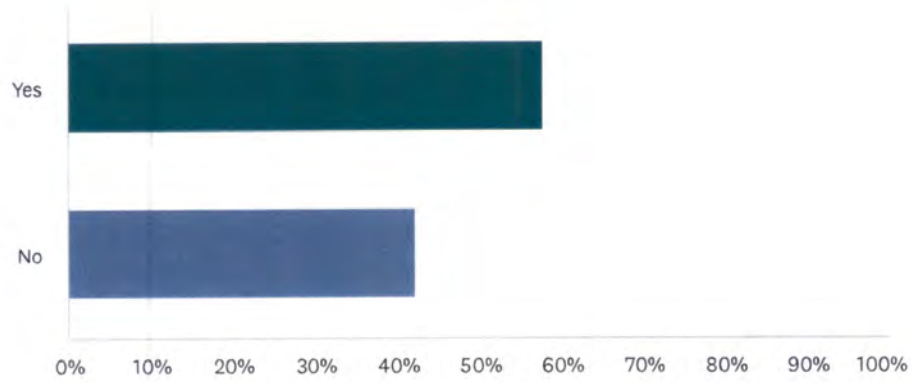
208	not from what I've read about it so far	8/9/2023 6:41 PM
209	No concerns , would love to see a game .	8/9/2023 6:41 PM
210	Qualified parking close to ball park, well lighted and safety concerns leaving the park late at night.	8/9/2023 6:40 PM
211	How will this impact the other leagues being played there?	8/9/2023 6:40 PM
212	No	8/9/2023 6:40 PM
213	Concerns about the impact to the community near by ie. Parking spaces. Otherwise I am for the idea.	8/9/2023 6:37 PM
214	No	8/9/2023 6:37 PM
215	Please consider handicap accessibility issues for those with mobility needs. Also partnering with local food trucks to provide concessions would be a great bonus to baseball games.	8/9/2023 6:36 PM
216	No. If they lease it, it's fine. But the park is in a sketchy part of town where violent crimes have occurred....I would not feel comfortable going there for a sporting event. Some things in the area are fine, but going to ballgame that will probably attract folks in the same age bracket of people involved in shootings and other crimes does not sound like a good idea. It's one thing to know your car might get broken into...it's a whole nother issue to consider getting caught in the crossfire of gang activity.	8/9/2023 6:36 PM
217	No	8/9/2023 6:35 PM
218	Parking	8/9/2023 6:35 PM
219	No very exciting g	8/9/2023 6:35 PM
220	Cost of tickets? Cost to park? Police presents before and after games for safety to/from auto? As of now, not much police present in downtown unless called, then it's too late most time.	8/9/2023 6:34 PM
221	It is not a good location. It would be better to use a location near Union Point.	8/9/2023 6:34 PM
222	All good for the City	8/9/2023 6:33 PM
223	No	8/9/2023 6:33 PM
224	None	8/9/2023 6:33 PM
225	Concerned about parking. Old North State will probably have to bus to/from a parking area. That's not in their current plans. And the current Old North State League plans say nothing about bathrooms (renovation or new construction).	8/9/2023 6:32 PM
226	What are the feeling of the neighborhood surrounding the Park?	8/9/2023 6:32 PM
227	No	8/9/2023 6:31 PM
228	Will be great to have our parks used again for league play	8/9/2023 6:31 PM
229	I would like to see the layout for 350 proposed parking spaces. Parking would be my largest concern.	8/9/2023 6:31 PM
230	No	8/9/2023 6:30 PM
231	No	8/9/2023 6:30 PM
232	Concerned about the state of facilities, parking, and safety.	8/9/2023 6:30 PM
233	Parking would be the biggest concern.	8/9/2023 6:29 PM
234	No	8/9/2023 6:28 PM
235	None	8/9/2023 6:27 PM
236	Parking. Impact on environment if upgrades are needed to the area.	8/9/2023 6:27 PM
237	No	8/9/2023 6:26 PM
238	No	8/9/2023 6:26 PM

Kafer Park Public Input Survey

239	No	8/9/2023 6:26 PM
240	None. Bring college baseball to town!!!!	8/9/2023 4:05 PM
241	What kind of concessions will they have?	8/9/2023 4:05 PM

Q3 Do you live in the City limits of New Bern?

Answered: 365 Skipped: 0



ANSWER CHOICES

Yes

No

TOTAL

RESPONSES

57.81%

42.19%

211

154

365

Kafer Park Public Input Survey

Q4 If you do not live in the City limits of New Bern, where do you live?

Answered: 172 Skipped: 193

#	RESPONSES	DATE
1	Bridgeton	8/17/2023 2:13 PM
2	Neuse Harbor	8/16/2023 9:39 PM
3	Trent Woods	8/16/2023 8:29 PM
4	Craven county	8/16/2023 7:22 PM
5	New bern but not in the city limits	8/16/2023 6:52 PM
6	Downtown Historic District. Please keep our neighborhood safe and quiet. What about Martin Mareretta where there are more open spaces?	8/16/2023 6:47 PM
7	Trent Woods	8/15/2023 11:25 PM
8	Vanceboro	8/15/2023 6:17 PM
9	new jersey	8/15/2023 4:46 PM
10	Trent road	8/15/2023 4:25 PM
11	James City	8/15/2023 4:04 PM
12	Winterville	8/14/2023 7:42 PM
13	Greenville	8/14/2023 7:40 PM
14	Brices Creek	8/14/2023 4:06 PM
15	Trentwoods	8/14/2023 1:09 PM
16	just north of Bridgeton.	8/14/2023 12:22 PM
17	Trent Woods	8/14/2023 11:55 AM
18	West New Bern area	8/14/2023 10:10 AM
19	Brices's Creek	8/14/2023 9:12 AM
20	James city	8/13/2023 8:54 PM
21	Pamlico County	8/13/2023 5:29 PM
22	River Bend	8/13/2023 1:41 PM
23	River Bend	8/13/2023 10:25 AM
24	Fairfield Harbor	8/13/2023 10:22 AM
25	Grantsboro	8/13/2023 9:30 AM
26	Pamlico county	8/13/2023 9:27 AM
27	In River Bluffs neighborhood	8/12/2023 10:20 PM
28	Spencer	8/12/2023 5:53 PM
29	Trent Woods	8/12/2023 2:27 PM
30	Fairfield Harbour	8/12/2023 2:18 PM
31	Trent Woods	8/12/2023 12:24 PM
32	Bridgeton	8/12/2023 3:56 AM

Kafer Park Public Input Survey

33	Minnesott Beach	8/11/2023 8:57 PM
34	Trent woods	8/11/2023 7:34 PM
35	I live in New Bern	8/11/2023 2:09 PM
36	N/A	8/11/2023 12:00 PM
37	About 2 miles out of city limits near hwy 70	8/11/2023 11:05 AM
38	Bridgeton	8/11/2023 10:44 AM
39	Jamescity	8/11/2023 10:07 AM
40	N/A	8/11/2023 9:50 AM
41	Chocowinity NC	8/11/2023 9:34 AM
42	Carolina Pines	8/11/2023 8:56 AM
43	Grantsboro	8/11/2023 8:23 AM
44	James City	8/11/2023 7:43 AM
45	Havelock	8/11/2023 6:36 AM
46	28527	8/11/2023 6:28 AM
47	Craven county just outside James City	8/10/2023 11:18 PM
48	We do - we reside in Evans Mill	8/10/2023 10:42 PM
49	Outside city limits but in Craven County towards Havelock.	8/10/2023 10:33 PM
50	Hunters ridge	8/10/2023 10:18 PM
51	River Bend	8/10/2023 10:01 PM
52	Havelock	8/10/2023 9:27 PM
53	Brices creek	8/10/2023 9:08 PM
54	Jones county	8/10/2023 8:32 PM
55	James City	8/10/2023 8:22 PM
56	Havelock, NC	8/10/2023 7:47 PM
57	New Bern just outside Bridgeton	8/10/2023 6:17 PM
58	N/a	8/10/2023 6:08 PM
59	Ernul	8/10/2023 5:24 PM
60	New Bern, Brice's Creek	8/10/2023 5:04 PM
61	N/A	8/10/2023 5:00 PM
62	N/A	8/10/2023 5:00 PM
63	Bridgeton but New Bern address	8/10/2023 4:41 PM
64	Bridgeton	8/10/2023 3:41 PM
65	In the city	8/10/2023 3:12 PM
66	James City but lived 20 years in the city limits	8/10/2023 2:08 PM
67	N/A	8/10/2023 1:53 PM
68	James City area	8/10/2023 1:46 PM
69	James City	8/10/2023 12:15 PM
70	Broad Creek Rd community	8/10/2023 11:57 AM

Kafer Park Public Input Survey

71	Brice's Creek	8/10/2023 10:27 AM
72	N/A	8/10/2023 8:51 AM
73	N/A	8/10/2023 8:41 AM
74	Old Cherry Point Rd area	8/10/2023 8:39 AM
75	James City	8/10/2023 8:35 AM
76	Reelsboro	8/10/2023 8:20 AM
77	Havelock	8/10/2023 8:09 AM
78	Washington Post Rd	8/10/2023 8:07 AM
79	River Trace Subdivision Brice's Creek area of New Bern	8/10/2023 8:06 AM
80	I work for the City of New Bern	8/10/2023 8:03 AM
81	Havelock	8/10/2023 8:00 AM
82	Belles Way	8/10/2023 7:54 AM
83	Craven county	8/10/2023 7:31 AM
84	Governor's Mill	8/10/2023 7:20 AM
85	Vanceboro	8/10/2023 6:59 AM
86	Newport	8/10/2023 6:52 AM
87	Brice's creek	8/10/2023 6:46 AM
88	Vanceboro	8/10/2023 6:02 AM
89	Trent woods	8/10/2023 5:15 AM
90	Brices Creek Road New Bern NC 28562	8/10/2023 5:03 AM
91	Neuse Harbour	8/10/2023 4:44 AM
92	Craven co	8/10/2023 4:08 AM
93	James City	8/10/2023 3:28 AM
94	Havelock	8/10/2023 3:06 AM
95	James City	8/10/2023 1:56 AM
96	Jones County	8/9/2023 11:50 PM
97	Trenton NC 28585	8/9/2023 11:46 PM
98	Pamlico	8/9/2023 11:40 PM
99	Vanceboro	8/9/2023 11:05 PM
100	River Bend	8/9/2023 10:48 PM
101	I live in the city limits, but also know those outside the city that will want to attend games and activities.	8/9/2023 10:42 PM
102	Grantsboro, NC	8/9/2023 10:40 PM
103	Trent Woods	8/9/2023 10:33 PM
104	Craven County near Havelock	8/9/2023 10:31 PM
105	Brice's Creek area	8/9/2023 10:18 PM
106	James City	8/9/2023 9:56 PM
107	Trent Woods	8/9/2023 9:54 PM
108	Riverbend	8/9/2023 9:47 PM

Kafer Park Public Input Survey

109	Cove City	8/9/2023 9:34 PM
110	Trent Woods	8/9/2023 9:30 PM
111	Brice's Creek	8/9/2023 9:19 PM
112	Grantham-1a	8/9/2023 9:14 PM
113	Trent Woods	8/9/2023 9:10 PM
114	Brices Creek Area (twp 7)	8/9/2023 9:09 PM
115	Perfection in Craven County	8/9/2023 9:04 PM
116	Perfection in Craven County	8/9/2023 9:04 PM
117	Between New Bern and Havelock	8/9/2023 8:55 PM
118	James City	8/9/2023 8:54 PM
119	Bridgeton	8/9/2023 8:54 PM
120	Kinston	8/9/2023 8:50 PM
121	Outside city limits inside Craven county	8/9/2023 8:37 PM
122	Just outside of Bridgeton	8/9/2023 8:35 PM
123	Trent Woods	8/9/2023 8:33 PM
124	Well, I live off of Brices Creek. Part city/part county.	8/9/2023 8:29 PM
125	Outside of Bridgeton.	8/9/2023 8:29 PM
126	N/A	8/9/2023 8:25 PM
127	Falcon bridge subdivision	8/9/2023 8:25 PM
128	Fairfield Harbour	8/9/2023 8:15 PM
129	Reelsboro, Pamlico County	8/9/2023 8:14 PM
130	Vanceboro	8/9/2023 8:10 PM
131	James City	8/9/2023 8:08 PM
132	Trent Woods	8/9/2023 8:06 PM
133	Cove City	8/9/2023 8:04 PM
134	James City	8/9/2023 8:03 PM
135	103 Linwood Lane New Bern, NC 28560	8/9/2023 8:03 PM
136	James city. Near 70 and thurman	8/9/2023 8:00 PM
137	Madam Moores Ln	8/9/2023 7:54 PM
138	Pamlico County	8/9/2023 7:51 PM
139	Outside of Bridgeton	8/9/2023 7:47 PM
140	Thurman Road area of James City in New Bern, NC	8/9/2023 7:42 PM
141	James City, Old Cherry Point Road	8/9/2023 7:36 PM
142	Blue Water rise subdivision off of old airport rd	8/9/2023 7:34 PM
143	458 Neuchatel Rd New Bern In Taberna off of Rt 70	8/9/2023 7:33 PM
144	West New Bern	8/9/2023 7:14 PM
145	Carolina Colours	8/9/2023 7:14 PM
146	Brice's creek, Hunters Ridge	8/9/2023 7:06 PM

Kafer Park Public Input Survey

147	Brice's Creek	8/9/2023 7:06 PM
148	Fairfield Harbour	8/9/2023 7:01 PM
149	Craven county	8/9/2023 6:53 PM
150	Riverdale outside of James City	8/9/2023 6:45 PM
151	Aurora	8/9/2023 6:42 PM
152	Stately pines	8/9/2023 6:42 PM
153	Brice's Creek area	8/9/2023 6:41 PM
154	Pamlico County	8/9/2023 6:40 PM
155	West New Bern	8/9/2023 6:37 PM
156	Brices Creek area	8/9/2023 6:36 PM
157	James city	8/9/2023 6:36 PM
158	In the Craven county	8/9/2023 6:34 PM
159	James City	8/9/2023 6:33 PM
160	NA	8/9/2023 6:33 PM
161	Brices creek	8/9/2023 6:32 PM
162	Brice's Creek Area	8/9/2023 6:32 PM
163	Forest Run Development out by Carolina Colours.	8/9/2023 6:32 PM
164	Trent Woods	8/9/2023 6:28 PM
165	N/a	8/9/2023 6:27 PM
166	Drury lane	8/9/2023 6:27 PM
167	Brice's Creek	8/9/2023 6:27 PM
168	Havelock	8/9/2023 6:27 PM
169	Off 70 east by Flanners	8/9/2023 6:26 PM
170	Trent Woods	8/9/2023 6:26 PM
171	Brices Creek	8/9/2023 6:26 PM
172	Trent Woods	8/9/2023 4:05 PM

AGENDA ITEM COVER SHEET

Agenda Item Title:

Proposed location of CARTS Shelter located on the Volt Center Campus, 205 First Street.

Date of Meeting: 8/22/2023	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:	Update on location of proposed CARTS Shelter on Volt Center Campus, 205 First Street.
Actions Needed by Board:	None.
Backup Attached:	Vicinity map, Sample construction plans, and Correspondence from Craven Community College.
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: \$54,000.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes: 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

August 11, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Proposed location of CARTS Shelter, located on the VOLT Center Campus at 205 First Street.

Background Information:

The City of New Bern has approximately \$54,000 remaining available for the completion of the 2019 Bus Shelter Project. The final CARTS shelter planned for construction is located on the VOLT Center Campus.

Development Services determined bus shelters were necessary as part of transportation needs listed in the City's current Five-Year Consolidated Plan.

The City of New Bern entered a partnership with CARTS and two of the shelters have been installed at the City of New Bern Customer Service Office, Ft. Totten Drive, and on Rountree Street. The third location identified would serve the VOLT Center Campus, as the center is used by the community for access to job training and education. The completion of the proposed shelter will fulfill the 2019 Bus Shelter Project.

Onsite meetings with officials from Craven Community College and CARTS were conducted to finalize the location of the shelter site and both agencies agree with the proposed location. The Public Works Department will complete all necessary work related to the installation. The project will take approximately 15 days to complete.

If you have any questions concerning this matter, please feel free to contact me directly.

CARTS Shelter VOLT Center Campus



AGENDA ITEM COVER SHEET

Agenda Item Title:

Approve Resolution Authorizing the Exchange Real Property Owned by the City.

Date of Meeting: 8/22/2023	Ward # if applicable: N/A
Department: Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Exchange of property between the City and the Weyerhaeuser Company, to meet the development needs of Weyerhaeuser and the water system needs of the City.
Actions Needed by Board:	Approve resolution authorizing the exchange of real property owned by the City.
Backup Attached:	Memo from Jordan Hughes, letter regarding property values, non-warranty deed for the City's 0.22-acre parcel and draft resolution for authorizing exchange real property owned by the City.
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., Director of Water Resources
DATE: August 11, 2023

SUBJECT: Recommendation Authorizing the Exchange Real Property Owned by the City

Background Information:

The City of New Bern owns parcel 8-209-12003, which is a 1.47-acre parcel along the north side of Highway 70, that contains the City's water supply well No. 8. The Weyerhaeuser Company sold this parcel to the City in 2007, along with 9 other parcels containing a total of 14.5-acres. The total sale price for all 10 parcels was \$146,000.

To better accommodate the development plans for the West New Bern development, the Weyerhaeuser Company has requested the transfer back of a small portion of parcel 8-209-12003. This portion of the parcel is 0.23-acre and is contained along the northern border of the parcel. This undeveloped portion of the parcel is located outside of the required well buffer area, is not required for current or future well access or operation. Realty Services of Eastern Carolina, Inc. has evaluated the 0.23-acre site and determined its current value at \$37,000.

The City is currently working with the Weyerhaeuser Company to obtain the land needed on the south side of Highway 70, for future water system improvements to be implemented by the City. To meet the needs of these water system improvements, the City has requested from the Weyerhaeuser Company a 0.66-acre portion of parcel 8-209-13000, which is adjacent to the site that contains the City's water supply well No. 11. Realty Services of Eastern Carolina, Inc. has evaluated the 0.66-acre site and determined its current value at \$40,000.

Through discussions with staff and legal representation of the City and the Weyerhaeuser Company, it was determined that an exchange of real property would be the most efficient method to meet the aforementioned land needs of both parties. On August 12, 2023 a public notice was posted in the Sun Journal, notifying the public of City's intent to consider this exchange of real property.

Recommendation:

Staff is recommending the Board approve a resolution authorizing the exchange of real property owned by the City of New Bern.

Attached please find a resolution authorizing the property exchange, letter from Realty Services of Eastern Carolina, Inc. regarding the property values and a non-warranty deed for the 0.22-acre parcel. Please contact me if there are any questions or if additional information should be required.

RESOLUTION AUTHORIZING EXCHANGE OF REAL PROPERTY

Pursuant to N.C.G.S. §160A-271

THAT WHEREAS, the City of New Bern ("City") is the owner of that certain lot or parcel of land located north of the northern right-of-way line of US Highway 70, and bearing Craven County tax identification number 8-209-12003 (the "City property"), and being more particularly described as follows:

Beginning at an iron pipe set in the northern right-of way line of U.S. Highway 70 Bypass and located the following courses and distances from N.C.G.S. Hopie AZ MK (NAD83/86) Northing 516,533.1894 US FT, Easting 2,557,072.2349 US FT: South $53^{\circ} 33' 44''$ West 11,153.87 feet (tie ground), 11,152.53 feet (grid, C.F. 0.99988029) N.C.G.S. Clarks (NAD83/86) Northing 509,909.1311 US FT, Easting 2,548,100.0088 US FT; thence South $71^{\circ} 13' 22''$ East 12,678.57 feet (tie ground) 12,677.05 feet (grid, CF: 0.99988029); THENCE FROM SAID POINT OF BEGINNING North $19^{\circ} 02' 23''$ East 255.57 feet to an iron pipe set; thence South $70^{\circ} 57' 37''$ East 252.19 feet to an iron pipe set; thence South $19^{\circ} 02' 23''$ West 255.57 feet to an iron pipe set; thence along and with the northern right-of-way line of U.S. Highway 70 Bypass North $70^{\circ} 57' 37''$ West 252.19 feet to the point of beginning, consisting of 1.47 acres, more or less, as appears on the survey entitled "Lot Plan for Well Site #8 for the City of New Bern" prepared by River & Associates, Inc. and dated March 14, 2007, said survey being incorporated herein by reference.

WHEREAS, the City property has an appraised value of \$37,000.00; and

WHEREAS, Weyerhaeuser Company ("Weyerhaeuser") is the owner of that certain tract or parcel of land located west of the NC Highway 43 right-of-way line, and being a 0.66 acre portion of the parcel bearing Craven County tax identification number 8-209-13000 (the "Weyerhaeuser property") and being more particularly described as follows:

Beginning at point being an existing iron pipe in the common boundary line with the City of New Bern; thence from said point of beginning North $55^{\circ} 12' 14''$ West 250.00 feet to an existing iron pipe; thence North $34^{\circ} 47' 46''$ East 170.86 feet to a set iron pipe; thence South $31^{\circ} 16' 19''$ East 273.51 feet to a set iron pipe; thence South $34^{\circ} 47' 46''$ 59.91 feet to the point of beginning, consisting of 0.66 acres, more or less, as appears on the survey entitled, "Lot Plan for Future Elevated Tank Site for the City of New Bern" prepared by Rivers & Associates, Inc., dated August 17, 2017, said survey being incorporated herein by reference.

WHEREAS, the Weyerhaeuser property has an appraised value of \$40,000.00; and

WHEREAS, the City and Weyerhaeuser desire to make an exchange of the above-described properties subject to the following negotiated terms and conditions:

- (1) The City of New Bern will convey the City property to Weyerhaeuser in fee simple by non-warranty deed, and Weyerhaeuser will convey the Weyerhaeuser property to the City in fee simple by general warranty deed.
- (2) Once conveyed to Weyerhaeuser, the City property shall be used and maintained consistent with all federal, state and local rules.

WHEREAS, the City of New Bern has determined that the exchange constitutes full and fair consideration to the City;

WHEREAS, N.C.G.S. §160A-271 authorizes the City of New Bern to make such an exchange if authorized the Board of Aldermen by a resolution adopted at its regular meeting of the Board of Aldermen upon at least ten (10) days public notice; and

WHEREAS, the City has properly given public notice of its intent to exchange said real property, is convened in a regular meeting, and has complied with all statutory requirements to accomplish the same.

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

1. That the Board of Aldermen of the City of New Bern finds that it is receiving full and fair consideration in exchange for its real property described herein.
2. That the exchange of real properties described herein is authorized subject to the approved negotiated terms and conditions as provided above.
3. That the Mayor and City Clerk are hereby authorized and directed to execute a non-warranty deed to Weyerhaeuser for the City property, a copy of which is attached hereto and incorporated herein by reference, provided that the City has received an executed general warranty deed from Weyerhaeuser for the City property, and to do any other acts necessary to effectuate the exchange.

ADOPTED THIS THE 22nd DAY OF AUGUST, 2023.

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. 8-209-12001
REVENUE STAMPS: -0-**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

NON-WARRANTY DEED

THIS DEED, made and entered into this _____ day of August, 2023, by and between the CITY OF NEW BERN, ("Grantor"), and WEYERHAEUSER NR COMPANY, a Washington corporation, with a mailing address of 220 Occidental Avenue South, Seattle, Washington, 98104 ("Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has bargained and sold, and by these presents do bargain, sell, and convey unto the Grantee, its successors and assigns, all that certain lot or parcel of land situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, in fee simple forever.

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, as of the day and year first above written.

CITY OF NEW BERN

By: _____ (SEAL)
JEFFREY T. ODHAM, MAYOR

Attest:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 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 for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of August, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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

Beginning at an iron pipe set in the northern right-of way line of U.S. Highway 70 Bypass and located the following courses and distances from N.C.G.S. Hopie AZ MK (NAD83/86) Northing 516,533.1894 US FT, Easting 2,557,072.2349 US FT: South 53° 33' 44" West 11,153.87 feet (tie ground), 11,152.53 feet (grid, C.F. 0.99988029) N.C.G.S. Clarks (NAD83/86) Northing 509,909.1311 US FT, Easting 2,548,100.0088 US FT; thence South 71° 13' 22" East 12,678.57 feet (tie ground) 12,677.05 feet (grid, CF: 0.99988029); THENCE FROM SAID POINT OF BEGINNING North 19° 02' 23" East 255.57 feet to an iron pipe set; thence South 70° 57' 37" East 252.19 feet to an iron pipe set; thence South 19° 02' 23" West 255.57 feet to an iron pipe set; thence along and with the northern right-of-way line of U.S. Highway 70 Bypass North 70° 57' 37" West 252.19 feet to the point of beginning, consisting of 1.47 acres, more or less, as appears on the survey entitled "Lot Plan for Well Site #8 for the City of New Bern" prepared by River & Associates, Inc. and dated March 14, 2007, said survey being incorporated herein by reference.

REALTY SERVICES OF EASTERN CAROLINA, INC.
Appraisers, Consultants and Brokers

R. Earl Jones
earl.jones@realtyservicesec.com

www.realtyservicesec.com

Post Office Box 15069 (28561-5069)
2313 Grace Avenue
New Bern, NC 28562

Office (252) 633,6484, Ext. 226
Cell (252) 675-9150

August 2, 2023

Mr. Michael Scott Davis
Davis Hartman Wright
209 Pollock Street
New Bern, NC 25860

Ref: City of New Bern and Weyerhaeuser property exchange

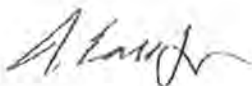
Dear Mr. Davis,

In follow up to our phone conversation in reference to the City of New Bern and Weyerhaeuser property exchange I have reviewed both parcels. The City tract located adjacent to Zannis (Parcel B) contains 9,805 square feet. The most comparable sale to this tract is the July 2021 sale from Weyerhaeuser to Kyrios, LLC (Zannis). This tract adjoins parcel B. The sales price of \$500,000 for 3.01 acres reflects a unit value of \$3.81/SF. Applying this unit value to Parcel B containing 9,805 SF indicates a value of \$37,357, rounded to \$37,000.

The Weyerhaeuser tract located off the future NC Hwy 43 connector contains .66 acres plus a PUE to access off NC Hwy 43. The survey reveals a total area of the site plus PUE of 1.32 acres. This highway is scheduled for construction within the next couple years, but to my knowledge there are no recent sales along this future corridor. In addition, it is my understanding most of this highway will be controlled access. This site is not zoned for commercial use. Several residential development acreage tracts in the subject market area fall in the \$20,000 to \$40,000 per acre range. Utilizing a price of \$30,000 per acre in the middle of the range times the 1.32 acres produces a value of \$39,600, rounded to \$40,000 for the Weyerhaeuser property.

I trust this letter and phone conversations are sufficient for your needs at this time. If you have questions or need further information, please call or email.

Respectfully,



R. Earl Jones



0.23-acre parcel
New Bern to WYCO

0.66-acre parcel
WYCO to New Bern

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Lease Agreement with the Craven-Pamlico Regional Library for 408 Hancock Street.

Date of Meeting: 8/22/2023	Ward # if applicable: 1
Department: Administration	Person Submitting Item: Foster Hughes, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Katherine Clowers, Director of the Craven-Pamlico Regional Library has made a request to lease the old Fireman's Museum Property, located at 408 Hancock Street. The New Bern branch of the library will be closing soon for floor renovations and 408 Hancock Street would serve as a satellite location while repairs are being made.
Actions Needed by Board:	Approve the lease agreement
Backup Attached:	Memo, Lease Agreement
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:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

To: Mayor and Board of Aldermen
From: Foster Hughes, City Manager
Date: August 16, 2023
Subject: Consider Adopting a Resolution Approving a Lease Agreement with the Craven-Pamlico Regional Library for 408 Hancock Street

Background Information:

Katherine Clowers, Director of the Craven-Pamlico Regional Library has made a request to lease the old Fireman's Museum property, located at 408 Hancock Street.

The New Bern branch of the library will be closing soon for floor renovations and 408 Hancock Street would serve as a satellite location while repairs are being made. The proposed length of the lease would be for one year.

Recommendation:

Approve the lease agreement.

NORTH CAROLINA

CRAVEN COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 22nd day of August, 2023, effective as of the 15th day of September, 2023, by and between the CITY OF NEW BERN (“Lessor”), a North Carolina municipal corporation, and the CRAVEN-PAMLICO REGIONAL BOARD OF TRUSTEES (“Lessee”), collectively referred to as the “Parties.”

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 408 Hancock Street, New Bern, North Carolina, said parcel being identified by Craven County Tax Parcel Number 8-002-D-084 (“Property”); and

WHEREAS, the Lessee is organized for the public purpose of operating public libraries; and

WHEREAS, the Lessor has agreed that the Lessee might use the Property for the purposes stated herein; and

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

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

NOW, THEREFORE, 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 Property.

TO HAVE AND TO HOLD said Property, 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. Description of Property. The term “Property” as used herein shall mean the building (“Building”) and surrounding real property. Additionally, the Lessor reserves the right to place utility facilities, traffic facilities, railroad facilities, and any other similar equipment upon the Property during the term of this Lease. Should the Lessor need to place, or caused to be placed, such facilities upon the Property, the Lessor shall notify Lessee of the Lessor’s intent to do so.

2. Term. This Lease shall begin as of the 15th day of September, 2023, and, unless sooner terminated as herein provided, shall exist and continue until midnight on the 14th day of September, 2024, a term of one (1) year.

3. Use of Property. The Lessee agrees to utilize the Property for the storage of materials necessary for the operation of public libraries.

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

5. Rent. As rental for the said Property, the Lessee agrees to maintain the Building and Property, as set forth herein, and to pay Lessor the sum of ONE DOLLAR (\$1.00) during the term of this Lease, such payment to be made contemporaneously with the execution of this instrument.

6. Utilities. All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Property shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, trash removal and telephone services ("Utility Services").

7. Repair and Maintenance. Lessor shall keep the foundation, exterior walls (except plate glass and exterior doors), HVAC systems, roof, gutters, downspouts, and foundation walls of the Premises, and all interior and exterior water, sewer, electrical and gas systems serving the Premises in good repair, except that Lessor shall not be required to make any repairs occasioned by the act or neglect of Lessee or its employees or agents. For purposes of this Section 7, Lessor's obligation to maintain all interior water, sewer, electrical and gas systems serving the Premises in good repair shall be limited to such portions of the water, sewer, electrical and gas systems located within the walls, floors and ceilings of the commercial structure located on the Premises. In the event that the Premises become in need of repairs required to be made by Lessor hereunder, Lessee shall give prompt written notice to Lessor; and Lessor shall not in any way be responsible for failure to make any such repairs until thirty (30) days shall have passed after its receipt of such written notice (provided, however, that in the event the repair cannot, with reasonable diligence, be completed within such thirty (30) day period, Lessor shall have a reasonable time thereafter to complete such repair so long as Lessor promptly commences and diligently pursues such repair to completion). Should the Premises require an emergency repair, Lessor shall contact the City Manager or Public Works Director by telephone, and Lessor shall take immediate action to address such emergency repair unless Lessee is advised by the City Manager or Public Works Director that Lessor is unable to take immediate action in which case Lessee may take all reasonable steps to resolve such emergency repair at Lessor's expense.

Except for the foregoing Lessor responsibilities, Lessee shall perform all other repairs and maintenance necessary to maintain the Building, including, but not limited to, needed repairs and replacements to all exterior and interior items unless such items are the responsibility of Lessor as

set forth above. Lessee shall perform all preventative maintenance and repairs to the Premises, including without limitation all repairs and replacements to all interior items, to the ceiling, to the lighting system, to all doors and door opening mechanisms, and to all water, sewer, and electrical facilities located within the Building, unless such items are the responsibility of Lessor as set forth above. Lessee shall promptly replace any cracked or broken plate glass or window glass used in any interior and exterior windows and doors in the Building.

8. Care of Building by Lessee. Lessee shall keep the inside and outside of all glass in the doors and windows of the Building clean; shall keep clean all exterior surfaces of the Building which are not Lessor's responsibility; shall not place or maintain any structures or other articles on the sidewalk or street adjacent to the Property or elsewhere on the exterior thereof without Lessor's written consent; shall maintain the Building at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; shall not permit undue accumulations of garbage, trash, rubbish and other refuse, and shall keep such refuse in proper containers on the exterior of the Building in the areas designated therefor by Lessor; and shall maintain temperatures within the Building sufficient (and open taps to reduce pressure as needed) to prevent the freezing and bursting of water and sewer pipes serving the Premises. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Building at the time of entry by Lessee.

9. Alterations and Improvements. Lessee may only make changes, alterations or improvements to the Building and Property with the prior written consent of Lessor. If approved by Lessor, such work shall be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof. Lessee shall make no such change, alteration or improvement which substantially affects the structural integrity of the Building or substantially decreases the value of the Building. It is expressly agreed that all alterations and additions that are made by Lessee to the Building and Property 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 Property 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.

10. Insurance. 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 annually on or before September 15, 2023, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, in the amount of \$2,666.00. In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Premises, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than ONE MILLION DOLLARS (\$1,000,000.00), 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.

11. Damage or Destruction of Buildings. Should the Building be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Property, 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 Property and proceeds to do so within twelve (12) months of the loss.

12. Assignment or Subletting. Lessee shall not assign this Lease nor sublet any part of the Premises without written consent of the Lessor.

13. Quiet Possession. Landlord agrees that Tenant shall, upon paying the rent and performing the covenants of this Lease, quietly have, hold and enjoy the Premises during the term of this Lease.

14. Events of Default and Remedies. If Lessor or Lessee shall fail to perform or comply with any of the agreements or covenants of this Lease and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this Lease.

15. Notices. All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, and shall be deemed delivered or served when deposited in the United States mail, postage prepaid, addressed to Lessee at the address of the Property and to Lessor at the following address:

Lessor
City of New Bern
Attn: Director of Public Works
P.O. Box 1129
New Bern, N.C. 28563

Lessee
Craven-Pamlico Regional Library
Attn: Katherine B. Clowers, Regional Director
400 Johnson Street
New Bern, N.C. 28560

Either Lessee or Lessor may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

16. Indemnification. Lessee shall indemnify Lessor against any liability or expense incurred by Lessor which arises from the use and occupancy of the Building and Property by Lessee; provided, however, no such indemnification shall be required with respect to liabilities or expenses incurred by Lessor which arises by reason of the affirmative negligence of Lessor.

17. Memorandum of Lease. This Lease shall not be recorded, but Lessee and Lessor, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

18. Entire Agreement. This Lease contains the entire agreement between Lessor and Lessee and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

19. Binding Effect. All the terms and conditions of this Lease shall be binding upon and shall apply and inure to the benefit of the parties hereto, and their heirs, successors, legal representatives and assigns.

20. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

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

LESSOR: **CITY OF NEW BERN**

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

Brenda E. Blanco, City Clerk

(CORPORATE SEAL)

LESSEE: **CRAVEN-PAMLICO REGIONAL LIBRARY BOARD OF TRUSTEES**

By: _____
_____, Chair

[SEAL]

NORTH CAROLINA
CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the ___ day of _____, 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 she 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 the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA
CRAVEN COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: _____.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Convey Real Property Owned by the City Identified as Tax Parcel ID 8-007-004 to the New Bern Redevelopment Commission

Date of Meeting: 8/8/2023	Ward # if applicable: 5
Department: Administration	Person Submitting Item: Marvin Williams
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: NA

Explanation of Item:	The RDC voted unanimously to request the City to convey to the commission the city-owned parcel, PID 8-007-004, located at 1101 Main Street. The purpose for the request is to place restrictions on the property to ensure a proposed offer to purchase by Mr. Kurtis Stewart complies with the desired Redevelopment Plan for housing.
Actions Needed by Board:	Consider Adopting a Resolution
Backup Attached:	Resolution and Memo
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: NA

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



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Marvin Williams
Assistant City Manager

DATE: August 22, 2023

SUBJECT: Consider Adopting a Resolution to Convey Real Property Owned by the City Identified as Tax Parcel ID 8-007-004 to the New Bern Redevelopment Commission

Background Information

The RDC voted unanimously to request the City to convey to the commission the city-owned parcel, PID 8-007-004, located at 1101 Main Street. The purpose for the request is to place restrictions on the property to ensure a proposed offer to purchase by Mr. Kurtis Stewart complies with reasonable construction timelines and the desired Redevelopment Plan for owner-occupied or affordable housing.

Requested Action

We are requesting that the Board of Aldermen consider approving the attached resolution which conveys the real property owned by the City identified as Tax Parcel ID 8-007-004 to the New Bern Redevelopment Commission.

RESOLUTION

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

That the Quitclaim Deed dated August 22, 2023 by and between the City of New Bern and the Redevelopment Commission of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 22nd DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-007-004
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 22nd day of August, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantor”); to the **REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN**, with a mailing address of Post Office Box 1129, New Bern, North Carolina 28563, (“Grantee”);

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has remised and released, and by these presents does remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest of the said Grantor in and to that certain lot or parcel of land located in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 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 for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the _____ day of August, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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

A parcel of land located at the Southwest corner of Main Street and Eubanks Street, being a plot of 85 feet by 102 feet. Said premises being known as and by street number 79 Main Street, New Bern, North Carolina, being the same premises conveyed to Mary Fulcher by Mary Jane Fulcher by deed dated September 26, 1888, and recorded November 12, 1888 at 12:01 p.m. in the Office of the Register of Deeds of Craven County, City of New Bern, North Carolina. All the land sold to Mary and Jacob Fulcher is included in this sale.

Subject to restrictive covenants and easements of record.

Being that same property conveyed by Commissioner's Deed executed by Mark D. Bardill, Commissioner, to the County of Craven and the City of New Bern dated January 31, 2007, recorded on February 21, 2007 in Book 2567 at Page 292 in the Office of the Register of Deeds of Craven County.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sell 1724 Rhem Avenue

Date of Meeting: 8/222023	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Eugene Kelley, Jr. tendered an offer of \$10,200 for the purchase of 1724 Rhem Avenue. The property is a vacant .044-acre residential lot. It was acquired jointly by the City and County in 2019 through tax foreclosure. The offer was advertised, but no upset bids were received.
Actions Needed by Board:	Consider adopting a resolution to sell the property
Backup Attached:	Memo, resolution, deed, offer to purchase, map and pictures of the property, and division of proceeds
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:

Aldermen

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



NEW BERN
CITY OF NEW BERN

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: August 11, 2023
SUBJECT: Sale of 1724 Rhem Avenue

Eugene Kelley, Jr., submitted an offer of \$10,200 for the purchase of 1724 Rhem Avenue. The bid was advertised, but no upset bids were received. The property is a vacant 0.044-acre residential lot that was acquired jointly by the City and Craven County in 2019 through tax foreclosure. The tax value of the property is \$20,250.

If the property is sold for this offer, the City will receive \$3,432.43 and the County \$6,767.57 from the proceeds. The City will be reimbursed for the cost to advertise the offer.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City and County located at 1724 Rhem Avenue, and being more particularly described herein; and

WHEREAS, the City owns a thirty-seven percent (37%) undivided interest in the subject property, and Craven County owns a sixty-three percent (63%) 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 \$10,200.00 by Eugene C. Kelley, Jr. of 407 North Franklin Street, Madison, North Carolina 27025; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell the subject property to the successful bidder for the bid amount of \$10,200.00, and to convey 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 Eugene C. Kelley, Jr. in the sum of \$10,200.00 for said parcel bearing the postal enumeration for the City of New Bern of 1724 Rhem Avenue, and being more particularly described herein, be and the same is hereby accepted, 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 Eugene C. Kelley, Jr. and Candance R. Kelley.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City 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 lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Being Lot 523 on Rhem Avenue as shown on that plat of Ghent Subdivision recorded in Deed Book 159, Page 112, Craven County Registry. Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 024 094

ADOPTED THIS 22nd DAY OF AUGUST, 2023.

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. 8-024-094
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 22nd day of August, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantor”); to **EUGENE C. KELLEY, JR. and CANDANCE R. KELLEY**, whose mailing address is 407 North Franklin Street, Madison, North Carolina 27025, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor 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

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

discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantor.

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, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 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 for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of August, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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

Being Lot 523 on Rhem Avenue as shown on that plat of Ghent Subdivision recorded in Deed Book 159, Page 112, Craven County Registry. Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 024 094

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1724 Rhem Ave.
Subdivision Name: Ghent
Tax Parcel ID No.: 8-024-094
Plat Reference: 23415

Being all of that property more particularly described in Deed Book 3560, Page 893 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 10,200 and shall be paid as follows:

(a) \$ 510, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 9,690, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

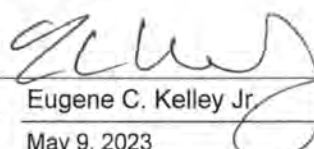
12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials ECK Jr Seller Initials _____

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

BUYER:

(If an individual)

 (SEAL)
 Name: Eugene C. Kelley Jr.
 Date: May 9, 2023
 Address: 407 North Franklin Street
 Madison, NC 27025
 Phone: 215-510-7169

SELLER

CRAVEN COUNTY

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

(If a business entity)

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

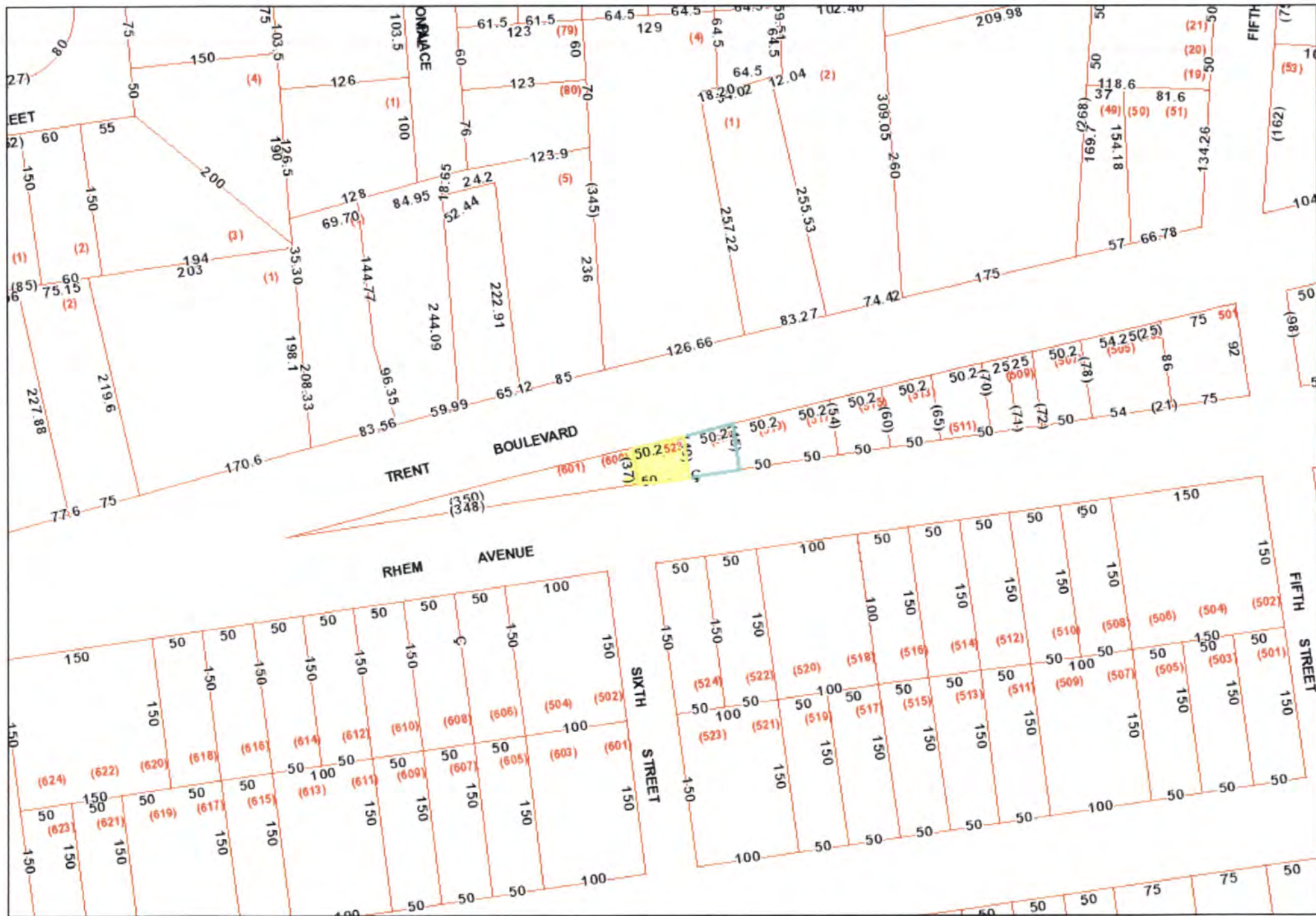
CITY OF NEW BERN

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

Buyer Initials ECKJr Seller Initials _____

1724 Rhem Avenue





Craven County GIS PID 8-024-094 1724 Rhem Ave

1 inch = 122 feet



DIVISION OF PROCEEDS

Property: 1724 Rhem Ave., PID: 8-024-094			
Offer Amount			\$ 10,200.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 167.90	
Balance			\$ 10,032.10
County cost reimbursement		\$ 1,492.12	
City cost reimbursement		\$ 210.14	\$ 1,702.26
Remaining Balance			\$ 8,329.84
County Taxes at Foreclosure	\$ 3,138.31	63.332%	\$ 5,275.45
City Taxes/Priority Liens at Foreclosure	\$ 1,817.02	36.668%	\$ 3,054.39
Total Taxes	\$ 4,955.33		
County Total	\$ 6,767.57		
City Total	\$ 3,432.43		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sell 2308 Pearson Street

Date of Meeting: 6/13/2023	Ward # if applicable: 2
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The Third Property Development & Estate Investment Group tendered an offer of \$2,500 for the purchase of 2308 Pearson Street. The offer was advertised, but no upset offers received. The property is a vacant .0115-acre residential lot. It was acquired jointly by the City and County in 2018 through tax foreclosure.
Actions Needed by Board:	Consider adopting a resolution to sell the property
Backup Attached:	Memo, resolution, deed, offer to purchase, map and pictures of the property, division of proceeds
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:

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



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: August 11, 2023
SUBJECT: Sale of 2308 Pearson Street

The Third Property Development & Estate Investment Group LLC tendered an offer of \$2,500 for the purchase of 2308 Pearson Street. The offer was advertised, but no upset bids were received. The property is a vacant 0.115-acre residential lot that was acquired jointly by the City and Craven County in 2018 through tax foreclosure. The tax value of the property is \$5,000.

If the property is sold for the initial bid, the City will receive \$596.88 and the County \$1,903.12 from the proceeds. The City will be reimbursed for the cost of advertising the offer.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City and County located at 2308 Pearson Street, and being more particularly described herein; and

WHEREAS, the City owns a thirty-eight percent (38%) undivided interest in the subject property, and Craven County owns a sixty-two percent (62%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$2,500.00 by The Third Property Development & Estate Investment Group LLC of 2205 Foxhorn Road, Trent Woods, North Carolina 28562; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell the subject property to the successful bidder for the bid amount of \$2,500.00, and to convey 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 Third Property Development & Estate Investment Group LLC in the sum of \$10,200.00 for said parcel bearing the postal enumeration for the City of New Bern of 2308 Pearson Street, and being more particularly described herein, be and the same is hereby accepted, 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 said purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City 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 lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

That certain tract or parcel of land lying and being situate in or near the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows: Being all of Lot No. 733 (A and B), Pembroke Subdivision, for a full and complete description, see map of record in Plat Book 5, Page 2, in the Office of the Register of Deeds of Craven County, North Carolina.

Subject to restrictive covenants and easements of record.
Parcel Identification Number: 8 039 040

ADOPTED THIS 22nd DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-039-040
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 22nd day of August, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantor”); to **THE THIRD PROPERTY DEVELOPMENT & ESTATE INVESTMENT GROUP LLC**, a North Carolina limited liability company, whose mailing address is 2205 Foxhorn Road, Trent Woods, North Carolina 28562, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor 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

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

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 Grantor.

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, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 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 for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of August, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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

That certain tract or parcel of land lying and being situate in or near the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows: Being all of Lot No. 733 (A and B), Pembroke Subdivision, for a full and complete description, see map of record in Plat Book 5, Page 2, in the Office of the Register of Deeds of Craven County, North Carolina.

Subject to restrictive covenants and easements of record.
Parcel Identification Number: 8 039 040

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

The Third Property Development & Estate Investment Group LLC, as Buyer, hereby offers to purchase and **CRAVEN COUNTY and the CITY OF NEW BERN**, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 2308 Pearson St
Subdivision Name: _____
Tax Parcel ID No.: 8-039-040
Plat Reference: _____

Being all of that property more particularly described in Deed Book 3544, Page 0733 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,500 and shall be paid as follows:

- (a) \$ 125.00, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$ 2,375.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

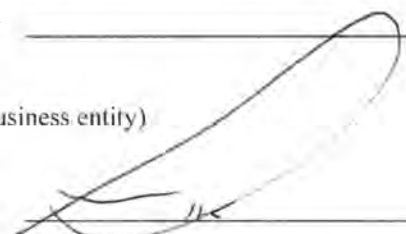
Buyer Initials L L Seller Initials _____

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

BUYER:
(If an individual)

(SEAL)
Name: _____
Date: _____
Address: _____
Phone: _____

(If a business entity)



By:  _____ (SEAL)
Its: Owner _____
Date: _____
Address: 2205 Foxhorn Rd
Trout Woods, NC
Phone: 252-624-1600

SELLER
CRAVEN COUNTY

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

CITY OF NEW BERN

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

Buyer Initials  Seller Initials 

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 5/25/2023 at 10:05:32 AM

PARCEL ID : 8-039 -040

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	2308 PEARSON ST		
Subdivision :	PEMBROKE		
Property Description :	733 A B PEMBROKE		
Assessed Acreage :	0.115	Deed Recording Date :	8 8 2018
Deed Book Page :	3544 0733	Recorded Survey :	
Land Value :	\$5,000	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$5,000	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

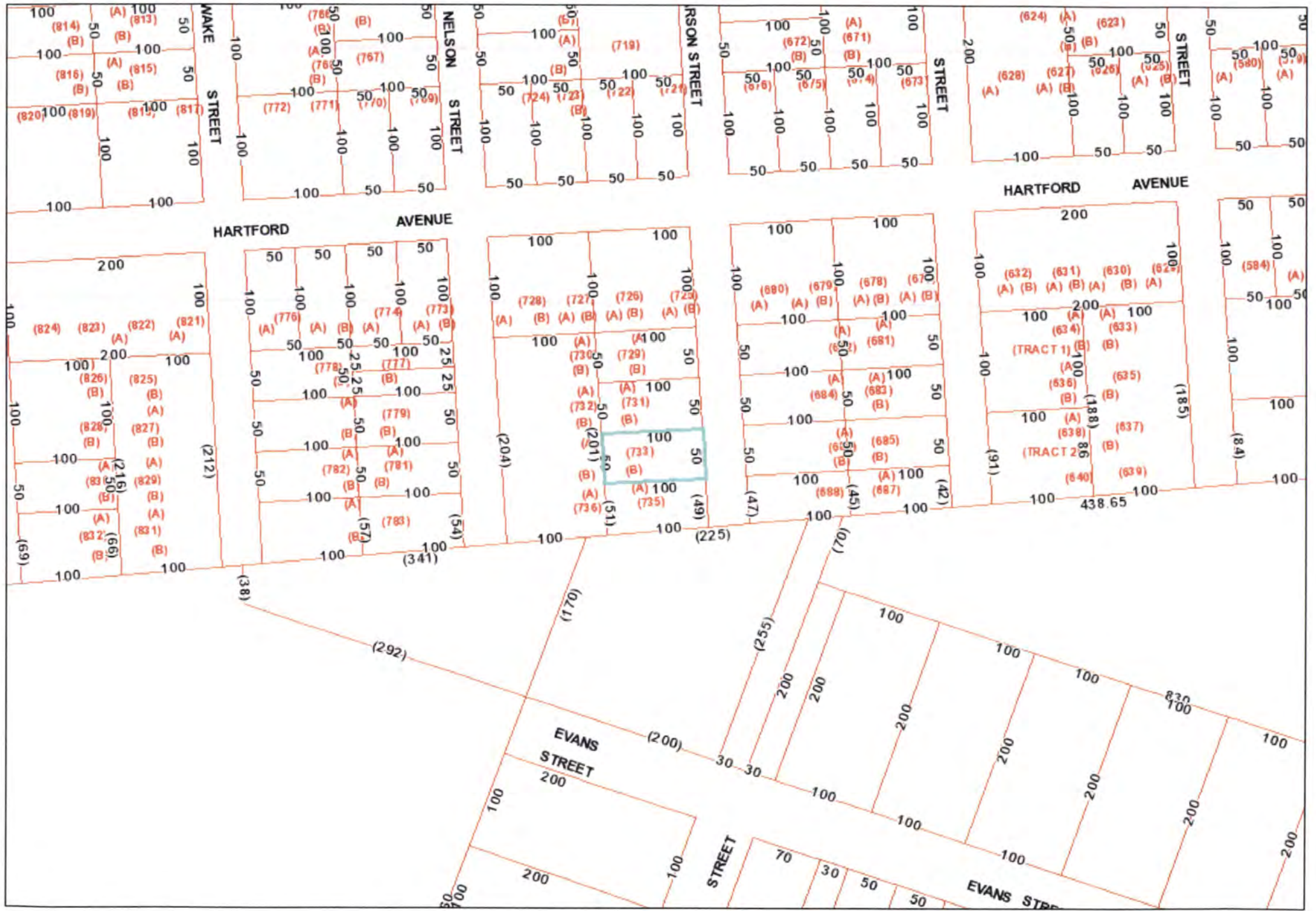
Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/8/2018 3544-0733	CREATIVE HOMES	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$5,000

Buildings or improvements where not found on this parcel.


2308 Pearson Street







Craven County GIS 2308 Pearson St PID 8-039-040

1 inch = 122 feet 

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 25, 2023 at 10:20:06 AM

FINAL OF DIVISION OF PROCEEDS

Property: 2308 Pearson St., PID: 8-0390040			
Offer Amount			\$ 2,500.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 190.90	
Balance			\$ 2,309.10
County cost reimbursement		\$ 1,661.41	
City cost reimbursement		\$ 257.88	\$ 1,919.29
Remaining Balance			\$ 389.81
County Taxes at Foreclosure	\$ 1,544.64	62.006%	\$ 241.71
City Taxes/Priority Liens at Foreclosure	\$ 946.46	37.994%	\$ 148.10
Total Taxes	\$ 2,491.10		
County Total	\$ 1,903.12		
City Total	\$ 596.88		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to establish the Municipal Service District Advisory Committee.

Date of Meeting: 8/22/2023	Ward # if applicable: 1
Department: Administration	Person Submitting Item: Foster Hughes, City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	In response to interest in reviving an MSD committee, Public input meetings were held on May 25th, and June 15th to discuss potential interest in reviving a committee, the structure of a committee, and potential projects. All MSD taxpayers were invited to participate. 62 people participated in the meetings.
Actions Needed by Board:	Adopt the resolution to establish the MSD Committee
Backup Attached:	Resolution, Presentation, Poll results,
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:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

To: Mayor and Board of Aldermen
From: Foster Hughes, City Manager
Date: August 16, 2023
Subject: Consider Adopting a Resolution to establish the Municipal Service District Advisory Committee

Background Information:

In response to interest in the Municipal Service District, public input meetings were held on May 25th and June 15th to discuss whether there was enough interest in creating a committee, it's proposed structure, and potential projects.

Letters were mailed to all MSD taxpayers on two different occasions. The meetings were promoted through press and social media releases. The meetings were also broadcast live on the city website, Facebook, Roku, and Suddenlink. Total attendance for both meetings was 62.

Recommendation:

Adopt a resolution to establish the MSD Advisory committee.

**RESOLUTION TO ESTABLISH
THE MUNICIPAL SERVICE DISTRICT ADVISORY COMMITTEE**

THAT WHEREAS, the Board of Aldermen of the City of New Bern ("Board of Aldermen") adopted a resolution on June 27, 1978 by which a municipal service district was established ("Municipal Service District"); and

WHEREAS, by subsequent resolutions adopted pursuant to and consistent with the Municipal Service District Act of 1973 ("Act"), the original Municipal Service District was further enlarged; and

WHEREAS, on June 11, 1985, the Board of Aldermen appointed certain property owners within the Municipal Service District to serve as a Municipal Service District Advisory Committee for the specific purpose of making recommendations to the City of New Bern with respect to further revitalization of the central business district; and

WHEREAS, once the initial Municipal Service District Advisory Committee made its recommendations to the Board of Aldermen, no further appointments were made; and

WHEREAS, the Board of Aldermen desires to re-establish a Municipal Service District Advisory Committee to provide advisory recommendations to the Board of Aldermen as more specifically provided herein; and

WHEREAS, the Board of Aldermen deems it advisable and in the public interest to establish the Municipal Service District Advisory Committee with such membership and objectives as set forth herein.

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

Section 1. There is hereby established the Municipal Service District Advisory Committee.

Section 2. The Municipal Service District Advisory Committee shall serve the Board of Aldermen in an advisory capacity, and shall no less than annually recommend to the Board of Aldermen how the property taxes generated within the Municipal Service District may be spent consistent with Act.

Section 3. The Municipal Service District Advisory Committee shall meet as a public body on no less than a quarterly basis at regularly scheduled meetings. Special meetings may be called by the Chairman at any time. All meetings shall comply with North Carolina open meetings laws.

Section 4. The Municipal Service District Advisory Committee shall be comprised of ten (10) voting members representing the following interests within the Municipal Service District:

Six (6) Commercial Members*

- (1) Large commercial representative (Real property tax value of \$2 million or more)
- (2) Hospitality representative (Hotel/bed and breakfast)
- (3) Restaurant representative
- (4) Retail establishment representative
- (5) Entertainment/nightlife representative
- (6) Professional services representative (Legal, banking, insurance, dental, etc.)

*Commercial members may be individual property owners, or representatives of owners if a commercial property is owned by a legal entity.

Four (4) Residential Members

Each of the four (4) residential representatives must maintain their primary residence in a residential dwelling located within the Municipal Service District.

Section 5. The Municipal Service District Advisory Committee shall also include the following four (4) ex officio, non-voting members:

Ex Officio Members

- (1) Ward 1 Aldermen
- (2) City Manager
- (3) Finance Director
- (4) Swiss Bear Executive Director

Section 6. Municipal Service District Advisory Committee members shall be appointed for a term of three (3) years by the Board of Aldermen. Any vacancies shall be filled by the Board of Aldermen. Members may continue to serve until their successors have been appointed. There shall be no limit on successive terms. The Board of Aldermen, in its discretion, may replace any voting member who fails to attend three (3) meetings within any twelve (12) month period.

Section 7. The Municipal Service District Advisory Committee shall elect one of its members to serve as chair who shall preside over the committee's meetings. The person so elected shall serve a term of one year or until their term expires, whichever comes first. The chair may succeed himself or herself. The chair may take part in all deliberations and vote on all issues.

Section 8. This resolution shall be effective on adoption.

ADOPTED THIS 8th DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



Municipal Service District (MSD)

June 15, 2023

1

Interactive Polling

To participate:
text
colleenroberts877
to 22333

2

Text COLLEENROBERTS877 to 22333 once to join

Are joining tonight's meeting in-person or online?

A In-person

B Online (city website, Facebook, Roku, Suddenlink/Optimum)

Start the presentation to see live content. For screen share software, share the entire screen. Get help at polltv.com/app

3

When you think of downtown New Bern, what one word comes to mind?

Start the presentation to see live content. For screen share software, share the entire screen. Get help at polltv.com/app

4

MSD Resources & Information



5

MSD Resources & Information



6

MSD Resources & Information

www.NewBernNC.gov/msd

7

MSD Resources & Information

- www.NewBernNC.gov/MSD
 - Sign up for email updates
- To watch this meeting:
 - Live broadcast:
 - Facebook Live, City 3 TV (Optimum), website (www.newbernncc.gov/city3tv), and Roku
 - Video on Demand:
 - City website, Roku, YouTube (pre-recorded)
- Have questions about the MSD?
 - Email us at msd@newbernncc.gov

8

Interactive Polling

To participate:
text
colleenroberts877
to 22333

NEW BERN
NORTH CAROLINA

9

**What do you like most about downtown
New Bern? (one word)**

Start the presentation to see live content. For screen share software, share the entire screen. Get help at pollev.com/app

10

**What are you most concerned about or do
you dislike about downtown New Bern?
(one word)**

Start the presentation to see live content. For screen share software, share the entire screen. Get help at pollev.com/app

11

What is a Municipal Service District (MSD)?

A municipal service district is a special tax district.

Governing boards designate this area & levy an additional tax to be used for specific projects or services.

The New Bern Board of Aldermen considers all budgetary requests for MSD spending & votes to approve/deny projects or services.

NEW BERN
NORTH CAROLINA

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How are MSD's Managed Statewide?

- Advisory Boards
- No Advisory Boards
- Contract out to Main Street programs or downtown development entities

City of Wilmington MSD

- Downtown Municipal Services District Advisory Board
- 14 members
 - 3 residents: must own a dwelling within the district that is their primary residence.
 - 2 large property owners: one shall be a property owner or owner's representative (individual, company, or corporation) with a combined assessed property valuation within the MSD of over \$2 million.
 - 1 hospitality representative: hotel or event facility (owner or owner's representative) owning property within the MSD.
 - 1 real estate developer: (owner or owner's representative) whose property is located in the MSD.
 - 1 restaurant representative: (owner or manager) from a restaurant located within the MSD.
 - 1 retail representative: (owner or manager) from a retail establishment located in the MSD.

City of Wilmington MSD

- Downtown Municipal Services District Advisory Board (cont'd)
- 14 members
 - 1 Wilmington Downtown Inc., Board Member: (owner or owner's representative) must own a property in the MSD.
 - 1 member of the Downtown Business Alliance (DBA): appointed by the DBA governing body.
 - 1 professional service representative: (owner or owner's representative) office business must be located within the MSD.
 - 1 night life representative: (owner or owner's representative) of a bar, nightclub, or a beer/wine shop located in the MSD.
 - 1 at-large representative: must own real or personal property within the MSD.
 - The City Manager (or their designee) as an ex-officio, non-voting member.

Town of Morrisville MSD

- No board

City of Sanford MSD

- Downtown Sanford, Inc.
- 13 Board members (looking to expand to 15 next year)
- 1 City and 1 County liaison (non-voting)
- Newly formed Emeritus Group – for members who have come off the board to still be invited to meetings and stay current but are now non-voting

City of Goldsboro MSD

- Downtown Development (a city department)
- No advisory committee, but the Downtown Goldsboro Development Corporation regularly provides input on projects & budgetary spending

City of Statesville MSD

- Downtown Statesville Development Corporation
- 19 board members
 - downtown merchants, property owners, business owners, educational institutions, financial institutions, real estate firms, law firms, architectural firms, local industry, and other community organizations
- Ex-officio
 - Mayor of Statesville
 - Assistant City Manager
 - Assistant Police Chief
 - Executive Director of the Chamber of Commerce
 - Executive Director of the Convention & Visitors Bureau
 - Iredell Economic Development representative

NEW BERN
NORTH CAROLINA

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City of Salisbury MSD

- Downtown Salisbury, Inc.
- 9-15 board members:
 - Minimum of 2 are existing downtown merchants
 - Minimum of 2 are food & beverage, arts, or entertainment merchants
 - Minimum of 2 downtown property owners
 - 3-9 at-large positions
 - Staggered, 2-year terms; no more than 3 consecutive terms
- 7 ex-officio with voting rights
 - 1 City of Salisbury staff
 - A member of the Rowan County Commission or the County Manager
 - CEO of the Rowan County Convention & Visitors Bureau
 - President & CEO of the Rowan Economic Development Council
 - Executive Director of the Historic Salisbury Foundation
 - President of the Rowan County Chamber of Commerce
 - The immediate past president of Downtown Salisbury, Inc.

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NORTH CAROLINA

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Proposed MSD Committee

From previous meeting

Proposed representation:

- 30% residential property owners
- 70% commercial property owners (retail, restaurant, lodging & entertainment)
- Largest property owners
- Ex-Officio members (city manager, finance director, Ward 1 Alderman, Swiss Bear executive director)

NEW BERN
NORTH CAROLINA

21

How should New Bern's MSD be structured?

A Advisory Board

B No Advisory
Board

C Contracted out
to another agency

Start the presentation to see live content. For screen share software, share the entire screen. Get help at pollux.com/app

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Proposed Committee

- Commercial members 7 (property owner or owner's representative)
 - Large property owner (total value within MSD of \$2M or more)
 - Hospitality (Hotels, B&Bs)
 - Banking Restaurant
 - Retail
 - Entertainment/Nightlife
 - Professional Services (legal, real estate, insurance, medical, etc.)
- Residential members 3
 - The residence must be within the MSD and must be the primary residence.
- Ex-Officio
 - Ward 1 Alderman, City Manager, Finance Director, Swiss Bear Executive Director or Board Member

Proposed Committee

- Quarterly meetings
- 3-year appointment, unlimited rotations to serve
- Appointment by the Governing Board

**Would you support this? If not, what
Advisory Committee structure would you
recommend?**

Start the presentation to see live content. For screen share software, share the entire screen. Get help at polllev.com/app

25

Top 15 Property Owners in the MSD

Compiled by Swiss Bear, Inc. using Craven County GIS

The top 15 property owners are listed on the website,
by total value. You can find this information at:

www.NewBernNC.gov/MSD

NEW BERN
NORTH CAROLINA

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Proposed Projects

(*input from May 25th meeting)

- **Lighting**
 - Sidewalks, public parking lots
 - LED enhanced crosswalks
- **Safety**
 - Security cameras (for example: traffic circle, inner core parking area, James Reed Lane, Bear Plaza, Middle & Pollock streets)
 - Dedicated police officers
 - Trash pickup (4 hrs. daily)
 - Crosswalk upgrades (thermoplastic brick pattern)
 - Larger street signs on traffic signals
 - *Walking trail completion over the railroad tracks (S. Front Street)
 - *Sidewalks (200 block of Pollock Street)
 - *Dedicated trash pickup (inner core), explore underground trash receptacles

NEW BERN
NORTH CAROLINA

27

Proposed Projects

- **Amenities**
 - Bike racks
 - Pickleball courts
 - Exercise trail
 - Union Point Park bench swings
 - Flower planters on select corner posts
 - Downtown sound system
 - Bench dividers
 - Historic downtown banners
 - *Docks
- **Maintenance/Repair**
 - Repaint lightpoles
 - Restripe stop bars
 - Sandblast & powder coat trash receptacles
 - Repave Pollock Street lot
 - *Spigots (so owners can wash off their businesses)

NEW BERN
NORTH CAROLINA

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Proposed Projects

- Property enhancements
 - Farmer's Market upgrades (garage doors, restrooms, & replace ceiling fans)
 - Railroad property (between Farmer's Market & railroad tracks)
- Projects
 - Parking & pier along E. Front Street near traffic circle
 - Craven lot project (inner core)
 - Digital wayfinding
- Downtown Master Plan
- Reduce debt service



29

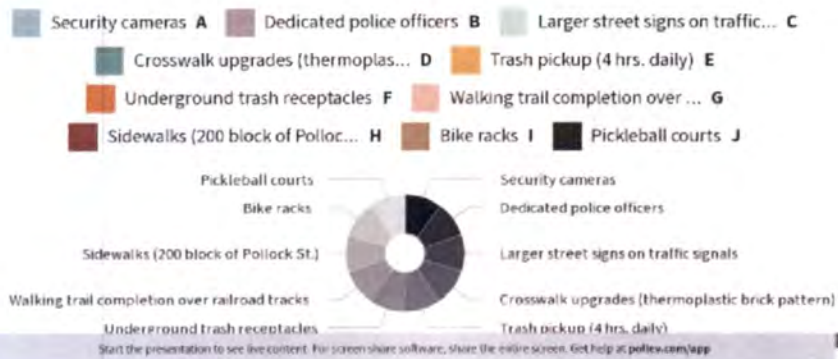
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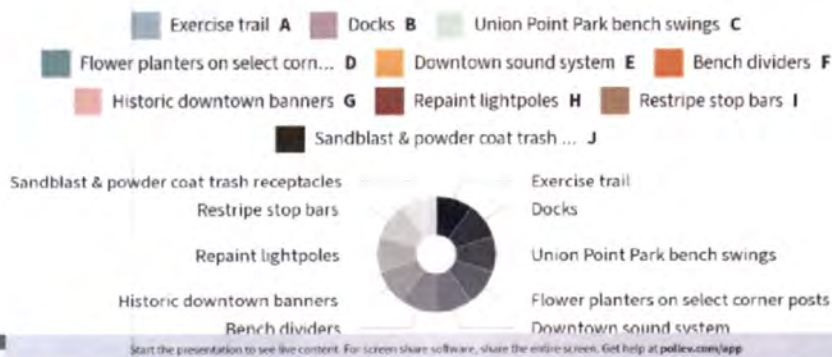
30

Several proposed projects have been discussed within the MSD. Which project would you prioritize from the following group?



31

Several proposed projects have been discussed within the MSD. Which project would you prioritize from the following group?



32

Several proposed projects have been discussed within the MSD. Which project would you prioritize from the following group?



33

What other project(s) would you prioritize for downtown New Bern?

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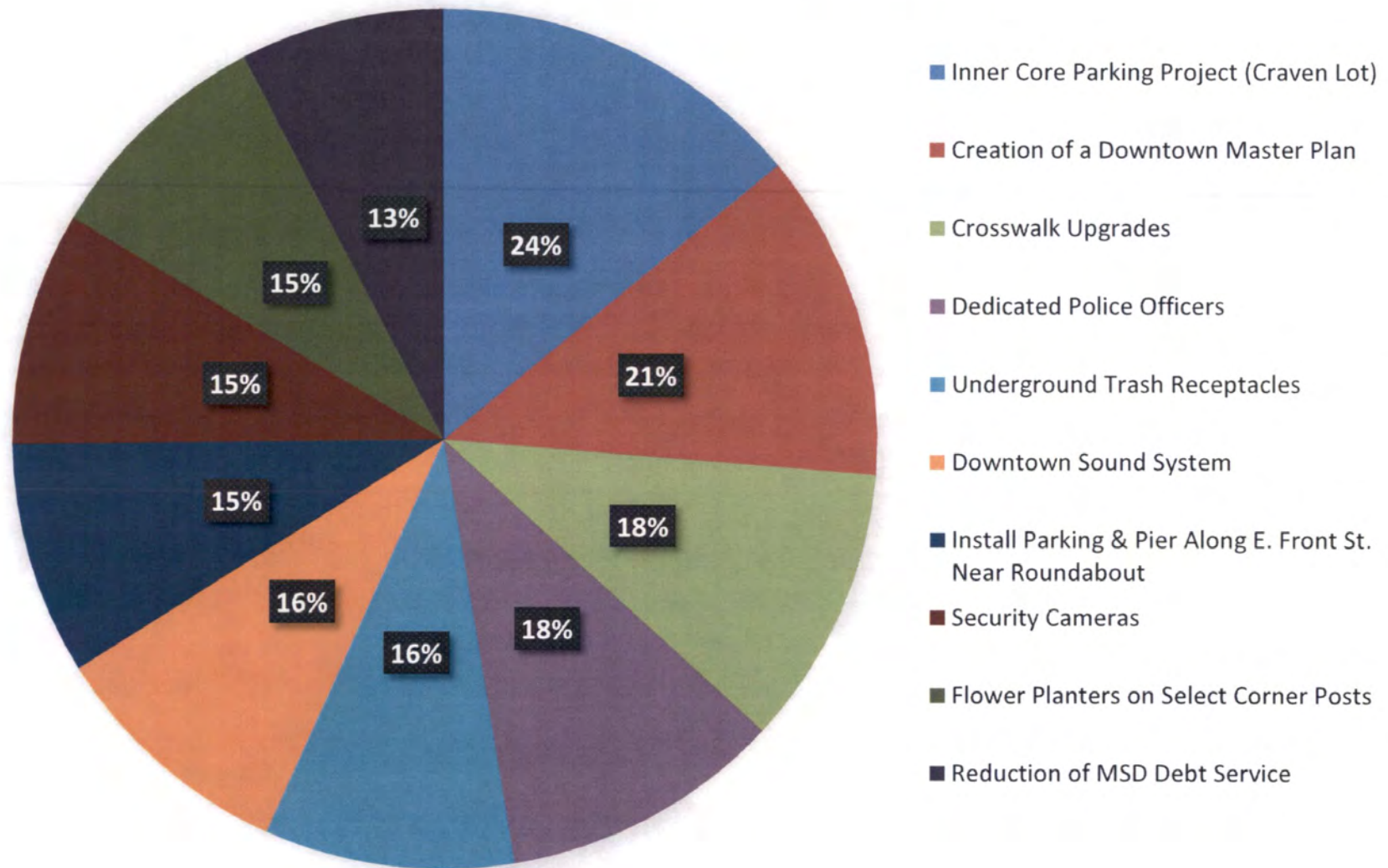
34

Comments?

This information will be compiled & presented to the Board of Aldermen in July for consideration & implementation.

Thank you for your time.

Project Prioritization



AGENDA ITEM COVER SHEET

Agenda Item Title: North Carolina Governor's Highway Safety Program; Law Enforcement Liaison Grant.

Date of Meeting: 8/22/2023	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Law Enforcement Liaison grant provides \$30,000 to be used for training and other traffic related programs throughout the region. NBPD's Sgt Zerby has been named the liaison.
Actions Needed by Board:	Board approval is requested.
Backup Attached:	Memo, Agreement of Conditions, Resolution
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129

(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen
From: Chief Patrick Gallagher
Date: August 22, 2023
Subject: North Carolina Governor's Highway Safety Program (Three Grants
Totaling \$60,000)

The New Bern Police Department (NBPD) is seeking approval for three separate grants, totaling \$60,000. There are no matching funds required. The NBPD has received two out of the three grants in the past in our pursuit of meeting the goals of advancing vehicle safety. The new grant that we were approved for (\$25,000) is aimed at reimbursing our agency's overtime costs relating to the program. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison - \$30,000

The North Carolina Governor's Highway Safety Program is to promote highway safety awareness and reduce the number of traffic crashes and fatalities in the state of North Carolina through the planning and execution of safety programs. The funds are disbursed across North Carolina to promote highway safety activities, provide training for law enforcement staff and the acquisition of equipment. The NC Governor's Highway Safety Program is federally funded. The administration of the program is, in part, aided by the assignment of 11 regional law enforcement liaisons that are located throughout the state. Those appointed as liaisons are responsible for executing the safety programs in the region they are responsible for along with monitoring and tracking equipment and training.

The three main programs throughout the state are Click It or Ticket, Booze It or Lose It, No Need 2 Speed and NC Bike Safety (Motorcycle Safety).

Sergeant William Zerby, New Bern Police Department, was appointed as one of the 11 liaison representatives. The monies are not specific and exclusive to New Bern; however, these monies have greatly benefited our agency and county.



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Overtime Funds - \$25,000

This project funds overtime for officers to work high visibility enforcement with a focus on seatbelt and speeding enforcement. The top complaints from members within our community relates to traffic issues, such as speeding. The resolution relating to overtime funding under consideration represents the NC Governor's Highway Safety Program reimbursing the city up to \$25,000 for overtime accrued by members of our agency while performing NC Governor's Highway Safety Program initiatives.

Bike Safety - \$5,000

BikeSafe NC is an initiative of the Governor's Highway Safety Program in partnership with law enforcement agencies. It is a proactive approach to reduce motorcycle crashes and fatalities on North Carolina roadways.

We recommend approval of all three grants.



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**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

- appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
 - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 2024.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Foster Hughes	City Manager	PO Box 1129, New Bern, NC 28563
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2704
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Kimberly A. Ostrom	Director of Finance	PO Box 1129, New Bern, NC 28563
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2713



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 29, 2023

William Zerby
CITY OF NEW BERN POLICE DEPT
PO Box 1129
NEW BERN, NC 28563-1129

Application #: 1000017470
Program: GHSP2024-PERSONNEL/EQUIP
Project: CITY OF NEW BERN POLICE DEPT

Ref: Application Approval

Dear William Zerby,

Congratulations! The Governor's Highway Safety Program (GHSP) has approved your agency to begin the next phase of GHSP's FY2024 Funding process.

This phase allows your agency to complete a grant agreement with NC GHSP to provide the outcomes outlined in the final grant application. Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September, once your Agreement is finalized.

The next step of the funding process is for you to electronically PIN your application. Please contact your Highway Safety Specialist if you have any questions about completing this process.

The GHSP appreciates your dedication and contribution to highway safety.

Sincerely,

A handwritten signature in black ink that reads "Mark Ezzell".

Mark Ezzell
Director

AGENDA ITEM COVER SHEET

Agenda Item Title: North Carolina Governor's Highway Safety Program; Bike Safety Grant.

Date of Meeting: 8/22/2023	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Bike Safety Grant provides \$5,000 to be used for training and other traffic related programs associated with motorcycle safety.
Actions Needed by Board:	Board approval is requested.
Backup Attached:	Memo, Agreement of Conditions, Resolution
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129
(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen
From: Chief Patrick Gallagher
Date: August 22, 2023
Subject: North Carolina Governor's Highway Safety Program (Three Grants
Totaling \$60,000)

The New Bern Police Department (NBPD) is seeking approval for three separate grants, totaling \$60,000. There are no matching funds required. The NBPD has received two out of the three grants in the past in our pursuit of meeting the goals of advancing vehicle safety. The new grant that we were approved for (\$25,000) is aimed at reimbursing our agency's overtime costs relating to the program. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison - \$30,000

The North Carolina Governor's Highway Safety Program is to promote highway safety awareness and reduce the number of traffic crashes and fatalities in the state of North Carolina through the planning and execution of safety programs. The funds are disbursed across North Carolina to promote highway safety activities, provide training for law enforcement staff and the acquisition of equipment. The NC Governor's Highway Safety Program is federally funded. The administration of the program is, in part, aided by the assignment of 11 regional law enforcement liaisons that are located throughout the state. Those appointed as liaisons are responsible for executing the safety programs in the region they are responsible for along with monitoring and tracking equipment and training.

The three main programs throughout the state are Click It or Ticket, Booze It or Lose It, No Need 2 Speed and NC Bike Safety (Motorcycle Safety).

Sergeant William Zerby, New Bern Police Department, was appointed as one of the 11 liaison representatives. The monies are not specific and exclusive to New Bern; however, these monies have greatly benefited our agency and county.



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Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

Overtime Funds - \$25,000

This project funds overtime for officers to work high visibility enforcement with a focus on seatbelt and speeding enforcement. The top complaints from members within our community relates to traffic issues, such as speeding. The resolution relating to overtime funding under consideration represents the NC Governor's Highway Safety Program reimbursing the city up to \$25,000 for overtime accrued by members of our agency while performing NC Governor's Highway Safety Program initiatives.

Bike Safety - \$5,000

BikeSafe NC is an initiative of the Governor's Highway Safety Program in partnership with law enforcement agencies. It is a proactive approach to reduce motorcycle crashes and fatalities on North Carolina roadways.

We recommend approval of all three grants.



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Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the New Bern Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that the City of New Bern (herein called the "Governing Body") has thoroughly considered the problem

(The Governing Body of the Agency)

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE the City of New Bern IN OPEN MEETING ASSEMBLED IN THE CITY OF New Bern, NORTH CAROLINA,

(Governing Body)

THIS 22nd DAY OF August, 20 23, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
 2. That Foster Hughes, City Manager is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 5,000.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
- (Name and Title of Representative)
- (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as required by the project contract; and
- (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
 5. That certified copies of this resolution be included as part of the contract referenced above; and
 6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Jeffrey T. Odham (Chairperson/Mayor)

ATTESTED BY Brenda E. Blanco (Clerk)

SEAL

DATE August 22, 2023

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
 - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 2024.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Foster Hughes	City Manager	PO Box 1129, New Bern, NC 28563
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2704
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Kimberly A. Ostrom	Director of Finance	PO Box 1129, New Bern, NC 28563
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2713

- appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 29, 2023

William Zerby
CITY OF NEW BERN POLICE DEPT
PO Box 1129
NEW BERN, NC 28563-1129

Application #: 1000017541
Program: GHSP2024-PERSONNEL/EQUIP
Project: CITY OF NEW BERN POLICE DEPT

Ref: Application Approval

Dear William Zerby,

Congratulations! The Governor's Highway Safety Program (GHSP) has approved your agency to begin the next phase of GHSP's FY2024 Funding process.

This phase allows your agency to complete a grant agreement with NC GHSP to provide the outcomes outlined in the final grant application. Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September, once your Agreement is finalized.

The next step of the funding process is for you to electronically PIN your application. Please contact your Highway Safety Specialist if you have any questions about completing this process.

The GHSP appreciates your dedication and contribution to highway safety.

Sincerely,

A handwritten signature in black ink that reads "Mark Ezzell".

Mark Ezzell
Director

AGENDA ITEM COVER SHEET

Agenda Item Title: North Carolina Governor's Highway Safety Program; Overtime Grant.

Date of Meeting: 8/22/2023	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Overtime grant provides \$25,000 to be used to reimburse NBPD's overtime budget relating to traffic safety/enforcement. This is a new grant.
Actions Needed by Board:	Board approval is requested.
Backup Attached:	Memo, Agreement of Conditions, Resolution
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129
(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen
From: Chief Patrick Gallagher
Date: August 22, 2023
Subject: North Carolina Governor's Highway Safety Program (Three Grants
Totaling \$60,000)

The New Bern Police Department (NBPD) is seeking approval for three separate grants, totaling \$60,000. There are no matching funds required. The NBPD has received two out of the three grants in the past in our pursuit of meeting the goals of advancing vehicle safety. The new grant that we were approved for (\$25,000) is aimed at reimbursing our agency's overtime costs relating to the program. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison - \$30,000

The North Carolina Governor's Highway Safety Program is to promote highway safety awareness and reduce the number of traffic crashes and fatalities in the state of North Carolina through the planning and execution of safety programs. The funds are disbursed across North Carolina to promote highway safety activities, provide training for law enforcement staff and the acquisition of equipment. The NC Governor's Highway Safety Program is federally funded. The administration of the program is, in part, aided by the assignment of 11 regional law enforcement liaisons that are located throughout the state. Those appointed as liaisons are responsible for executing the safety programs in the region they are responsible for along with monitoring and tracking equipment and training.

The three main programs throughout the state are Click It or Ticket, Booze It or Lose It, No Need 2 Speed and NC Bike Safety (Motorcycle Safety).

Sergeant William Zerby, New Bern Police Department, was appointed as one of the 11 liaison representatives. The monies are not specific and exclusive to New Bern; however, these monies have greatly benefited our agency and county.



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Overtime Funds - \$25,000

This project funds overtime for officers to work high visibility enforcement with a focus on seatbelt and speeding enforcement. The top complaints from members within our community relates to traffic issues, such as speeding. The resolution relating to overtime funding under consideration represents the NC Governor's Highway Safety Program reimbursing the city up to \$25,000 for overtime accrued by members of our agency while performing NC Governor's Highway Safety Program initiatives.

Bike Safety - \$5,000

BikeSafe NC is an initiative of the Governor's Highway Safety Program in partnership with law enforcement agencies. It is a proactive approach to reduce motorcycle crashes and fatalities on North Carolina roadways.

We recommend approval of all three grants.



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**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (II) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is 2024.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Foster Hughes	City Manager	PO Box 1129, New Bern, NC 28563
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2704
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Kimberly A. Ostrom	Director of Finance	PO Box 1129, New Bern, NC 28563
SIGNATURE	DATE	TELEPHONE NUMBER
		252-639-2713



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 29, 2023

William Zerby
CITY OF NEW BERN POLICE DEPT
PO Box 1129
NEW BERN, NC 28563-1129

Application #: 1000018002
Program: GHSP2024-PERSONNEL/EQUIP
Project: CITY OF NEW BERN POLICE DEPT

Ref: Application Approval

Dear William Zerby,

Congratulations! The Governor's Highway Safety Program (GHSP) has approved your agency to begin the next phase of GHSP's FY2024 Funding process.

This phase allows your agency to complete a grant agreement with NC GHSP to provide the outcomes outlined in the final grant application. Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September, once your Agreement is finalized.

The next step of the funding process is for you to electronically PIN your application. Please contact your Highway Safety Specialist if you have any questions about completing this process.

The GHSP appreciates your dedication and contribution to highway safety.

Sincerely,

A handwritten signature in black ink that reads "Mark Ezzell".

Mark Ezzell
Director

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Approving the Winning Bidder in Connection with an Installment Financing Agreement for the Financing of the New Stanley White Recreation Center for the City of New Bern, North Carolina

Date of Meeting: 8/22/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution Approving the Winning Bidder in Connection with an Installment Financing Agreement for the Financing of the New Stanley White Recreation Center for the City of New Bern, North Carolina
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Presentation
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
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: August 11, 2023

RE: Resolution Approving the Winning Bidder in Connection with an Installment Financing Agreement for the Financing of the New Stanley White Recreation Center for the City of New Bern, North Carolina

Current

At the July 11, 2023 Board Meeting, Davenport Public Finance presented an overview of the financing options for various city projects. The City is pursuing an installment financing agreement in an amount not to exceed \$10,000,000 under Section 160A-20 of the General Statutes of North Carolina for the purpose of financing project costs related to the Stanley White Recreation Center. The lender on the financing agreement will be a financial institution to be selected by the City based on financial proposals.

The City solicited proposals from various financial institutions to provide financing for the project. The City received three proposals and upon careful review and consideration of the proposals with Davenport and bond counsel, it is recommended that the City accept the proposal of TD Bank, N.A.

Requested Action

It is recommended that the Board adopt the attached resolution approving the winning bidder at its meeting on August 22, 2023.

**RESOLUTION APPROVING THE WINNING BIDDER IN CONNECTION
WITH AN INSTALLMENT FINANCING AGREEMENT FOR THE FINANCING
OF THE NEW STANLEY WHITE RECREATION CENTER FOR THE
CITY OF NEW BERN, NORTH CAROLINA**

WHEREAS, the City of New Bern, North Carolina (the "City") intends to enter into an installment financing agreement pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, for the purpose of providing funds, together with any other available funds, to pay the costs of acquiring, constructing and equipping the new Stanley White Recreation Center for the City (the "Project"); and

WHEREAS, the City has solicited proposals from various financial institutions to provide financing for the Project; and

WHEREAS, upon careful review and consideration of the proposals submitted by the various financial institutions to provide such financing, the City desires to accept the proposal of TD Bank, N.A. (the "Lender");

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen (the "Board") of the City of New Bern, North Carolina (the "City") as follows:

Section 1. The proposal of the Lender to provide financing pursuant to an installment financing agreement with an interest rate not-to-exceed 4.50% per annum for the purpose of providing funds, together with any other available funds, to pay the costs of the Project and to pay the related financing costs is hereby accepted, subject to further approval of the particular documentation related thereto by the Board.

Section 2. The City Manager and the Director of Finance of the City are each hereby authorized and directed to execute and deliver such documentation as may be necessary to accept the proposal of the Lender.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 22ND DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

2023 Stanley White Rec. Center Financing Bid Summary

City of New Bern, North Carolina



August 22, 2023

Bank Loan IFA RFP Overview



- A Request for Proposal for a Direct Bank Loan Installment Financing to fund the Stanley White Recreation Center was distributed on July 12th.

- Lenders were asked to provide 15 or 20-year terms for the following:
 - Component A: \$6.5 million to fund the City’s expected Long-Term Funding Requirement.
 - Component B: \$3.5 million to fund cash flow management for the FEMA obligated funds.

- The City received 3 proposals from the following banks:
 - Capital One Public Funding (“Capital One”)
 - TD Bank (“TD”)
 - Truist Bank (“Truist”)

Summary of Interest Rates



Lender	Capital One	Opt. 1	Opt. 2	Opt. 3	Opt. 1	Opt. 2
15-year (A)	4.68%	4.21%	4.50%	4.37%	4.94%	4.97%
15-year (B)	4.80%	4.50%	4.50%	4.50%	5.07%	5.10%
15-Year Option Prepayment	No Call Until 10/1/31	Make Whole Call	Prepayable Anytime	10-Year Par Call	Make Whole Call	10-Year Par Call
20-year (A)	4.87%	N/A	N/A	N/A	4.98%	5.01%
20-year (B)	4.98%	N/A	N/A	N/A	5.13%	5.20%
20-Year Option Prepayment	No Call Until 10/1/33	N/A	N/A	N/A	Make Whole Call	10-Year Par Call

Debt Service Comparison



Lender	Capital One	Opt. 1	Opt. 2	Opt. 3
Term	20-Years	15-Years	15-Years	15-Years
Comp. A Debt Service	\$ 9,697,867	\$ 8,596,827	\$ 8,746,086	\$ 8,679,177
Comp B. Debt Service	\$ 5,503,911	\$ 4,918,138	\$ 4,918,138	\$ 4,918,138
Total Debt Service	\$15,201,778	\$13,514,965	\$ 13,664,224	\$ 13,597,315
Maximum Annual DS	\$ 1,047,379	\$ 1,065,842	\$ 1,093,346	\$ 1,081,017

Recommendation and Next Steps



Recommendation

- Based upon discussions with Staff and Bond Counsel, Davenport Recommends the TD 15-Year Option 2 rate of 4.50%. This proposal provided the lowest rate with the most prepayment flexibility.

Next Steps

Date	Task
8/22	City Board Meeting – Approve Winning Bidder
9/12	City Board Meeting – Adopt Final Approval
9/12	LGC Approval
By 9/28	Close on Financing

Appendix

Bank Loan RFP Overview



- An RFP for a Direct Bank Loan financing was distributed on July 12, 2023 to over 50 National, Regional and Local lending institutions to fund a the Construction of a new Stanley White Recreation Center and to pay related financing costs.
 - The new Stanley White Recreation Center will replace the existing Recreation Center that was destroyed due to flooding from Hurricane Florence.

- After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

- Responding institutions were asked to provide proposals for a Installment Financing Agreement with either 15-year or 20-year terms.
 - The City requested that the financing will include two components for up to \$10 million in total.
 - Component A (\$6,500,000) will be the anticipated Long-Term Funding Requirement.
 - Component B (\$3,500,000) will provide cash flow management for the FEMA obligated funds prior to reimbursement.
 - The total long-term project funding requirement is estimated to be \$6,318,579, as shown in the accompanying chart.

- The City received 3 proposals from the following banks:
 - Capital One Public Funding (“Capital One”)
 - TD Bank (“TD”)
 - Truist Bank (“Truist”)

Recreation Center Project Budget	
Land Purchase	512,710
TA Loving	13,180,400
Design	880,600
Subtotal	14,573,710
Other Soft Costs	257,579
Total Project Cost	14,831,289
FEMA/Insurance	(8,000,000)
City Cash/Reserves	(512,710)
Net Funding Requirement	6,318,579

- A summary of all proposals received is shown on the following page.

Summary of Interest Rates

Bank Proposals





A	B	C	15-Year Term		20-Year Term	
			D	E	F	G
Lender	Rate Lock	Call Provisions	Comp. A	Comp. B	Comp. A	Comp. B
1 Capital One Public Funding, LLC	Interest Rates are locked through a closing September 28, 2023 if proposal is accepted by August 23, 2023.	<p>Component A (Comp. A): 15-Year Term: No Call until 10/1/2031, callable in whole or in part at par thereafter. 20-Year Term: No Call until 10/1/2033, callable in whole or in part at par thereafter.</p> <p>Component B (Comp. B): Call Provisions are the same as Comp. A. Redemption is based on the respective call dates listed above. Partial prepayments will be allowed twice per year on interest payment dates in an amount NTE \$1mm per payment (\$2mm total).</p>	4.68%	4.80%	4.87%	4.98%
2 TD Bank*	The Interest Rates provided are indicative and subject to change. The Final Interest Rate will be fixed and held firm through Closing at the time of notification of award/recommendation.	<p>Component A (Comp. A): Option 1: Make Whole Call Option 2: Prepayable anytime at par Option 3: 10-Year Par Call</p> <p>Component B (Comp. B): Prepayable anytime at Par in whole or in part.</p>	Option 1: 4.21%		-	-
			Option 2: 4.50%	4.50%	-	-
			Option 3: 4.37%		-	-
3 Truist Bank	Rates are locked through October 23rd, if proposal is accepted by September 3rd.	<p>Component A (Comp. A): Option 1: Make Whole Call (MWC) Option 2: 10-Year Par Call (MWC Applied prior to call date for Option 2)</p> <p>Component B (Comp. B): Call Provisions are the same as Comp. A. Redemption is based on the respective call dates listed above.</p>	Option 1: 4.94%	Option 1: 5.07%	Option 1: 4.98%	Option 1: 5.13%
			Option 2: 4.97%	Option 2: 5.10%	Option 2: 5.01%	Option 2: 5.20%

*Interest Rates provided by TD Bank are indicative and subject to change. The interest rate may be locked once the Bank receives notification of award/recommendation.

Summary of Bids

TD Bank & Capital One



A	B	C	D	E
Lender	TD Bank		Capital One	
Component				
	Component A	Component B	Component A	Component B
Term	15-Years	15-Years	15-Years	20-Years
1 Interest Rates	Option 1: 4.21%* Option 2: 4.50%* Option 3: 4.37%*	4.50%*	4.68%	4.87%
2 Prepayment Language	Option 1: Prepayable in whole or in part on any date upon 30 days written notice at Par. Any partial prepayments shall be applied in inverse order of maturities. Option 2: Prepayable in whole or in part on any date upon 30 days written notice at Par. Any partial prepayments shall be applied in inverse order of maturities. Option 3: Prepayable in whole or in part on any date upon 30 days written notice beginning on October 1, 2033 (10 years) at par. Any partial prepayment shall be applied in inverse order of maturities.	Prepayable in whole or in part on any date upon 30 days written notice at Par. Any partial prepayments shall be applied in inverse order of maturities.	15 Year Term: Prepayable after 10/1/31 at par 20 Year Term: Prepayable after 10/1/33 at par	Prepayable in whole or in part on any date upon thirty (30) days prior written notice to the lender. 15-Year Term: Prepayable after 10/1/31 at par 20-Year Term: Prepayable after 10/1/33 at par
3 Acceptance / Rate Expiration	The Interest Rates quoted are indicative as of August 9, 2023. The Final Interest Rate will be fixed and held firm through Closing (September 28th) at the time of notification of award/recommendation by the Borrower and its Financial Advisor. Any potential adjustment on the date of notification will be communicated with the Borrower and its Financial Advisor prior to locking the Interest Rate. The final par amount may only be adjusted +/- 5.00% of the par amount approved (\$10mm).		August 23, 2023 / September 28, 2023	
4 Bank Fees	\$12,000 due to the Banks Legal Counsel, \$10,000 due to the Bank at closing (\$22,000 total)		None	
5 Escrow/Project Fund Requirements	Proceeds can be disbursed to the City at closing, and can direct funds however they choose.		Proceeds are to be held in an account by an escrow agent that the City chooses, with disbursements made as the project is completed. A requisition process in which withdrawals are approved by the Bank would be in place. Requisition forms consist of a 1-page cover sheet and accompanying invoices to support draws.	
6 Credit Approval	Subject to final credit approval		Subject to final credit approval	
7 Lender's Counsel	Chapman and Cutler LLP (Clara Preston) - Willing to use Pope Flynn (Matt Davis) if preferred		Pope Flynn (Matt Davis)	
8 Other Considerations	-The Bank will require a Title Search, but not a Title Opinion. In the event of deficiency of title search, deficiencies would require remedy or Title Insurance (subject to further review by bank counsel). -The Bank will not require an Appraisal and/or Phase I Environmental Report as a condition of closing. -The City may void the upfront \$10,000 Bank Fee if funds are deposited into a project fund with the Bank at closing. Current Money Market rates are around 5.25% - 5.35%, collateralized CDs range from 5.45% - 5.65% for a 3-12 month tenor.		-The Bank will require a Title Search, and would not require an appraisal, Phase I, or survey. Title insurance would only be required in the event of a title deficiency. -The Bank will require standard representations from the Borrower regarding the absence of any adverse environmental conditions.	

*Interest Rates provided by TD Bank are indicative as of August 9, 2023. The interest rate may be locked once the Bank receives notification of award/recommendation.

Debt Service Comparison

TD Bank & Capital One



TD Bank 15-Year Options

Capital one 20-Year Option

A	B	C	D	E	F	G	H	I	J	K	L	M
1	TD Bank Option 1			TD Bank Option 2			TD Bank Option 3			Capital One		
2	Component A: Make Whole Call Component B: Prepayable anytime at Par			Component A: Prepayable anytime at Par Component B: Prepayable anytime at Par			Component A: 10-Year Par Call Component B: Prepayable anytime at Par			Component A: 10-Year Par Call Component B: 10-Year Par Call		
3	Component A	Component B	Average Coupon	Component A	Component B	Average Coupon	Component A	Component B	Average Coupon	Component A	Component B	Average Coupon
4	4.21%	4.50%	4.32%	4.50%	4.50%	4.50%	4.37%	4.50%	4.42%	4.87%	4.98%	4.91%
5	Upon Acceptance			Upon Acceptance			Upon Acceptance			8/3/2023		
6												
7	Component A	Component B	Total	Component A	Component B	Total	Component A	Component B	Total	Component A	Component B	Total
8	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,416,000	\$ 3,500,000	\$ 9,916,000
9	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,416,000	\$ 3,500,000	\$ 9,916,000
10												
11	Component A	Component B	Total	Component A	Component B	Total	Component A	Component B	Total	Component A	Component B	Total
12	\$ 6,318,579	\$ 3,439,376	\$ 9,757,955	\$ 6,318,579	\$ 3,439,376	\$ 9,757,955	\$ 6,318,579	\$ 3,439,376	\$ 9,757,955	\$ 6,318,579	\$ 3,447,055	\$ 9,765,634
13	97,130	52,870	150,000	97,130	52,870	150,000	97,130	52,870	150,000	97,055	52,945	150,000
14	14,246	7,754	22,000	14,246	7,754	22,000	14,246	7,754	22,000	-	-	-
15	45	-	45	45	-	45	45	-	45	366	-	366
16	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,430,000	\$ 3,500,000	\$ 9,930,000	\$ 6,416,000	\$ 3,500,000	\$ 9,916,000
17												
18	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023	9/28/2023
19	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024	10/1/2024
20	10/1/2024	10/1/2026	-	10/1/2024	10/1/2026	-	10/1/2024	10/1/2026	-	10/1/2024	10/1/2026	-
21	10/1/2038	10/1/2038	10/1/2038	10/1/2038	10/1/2038	10/1/2038	10/1/2038	10/1/2038	10/1/2038	10/1/2043	10/1/2043	10/1/2043
22												
23	Component A	Component B	Total	Component A	Component B	Total	Component A	Component B	Total	Component A	Component B	Total
24	\$ 828,280	\$ 237,563	\$ 1,065,842	\$ 855,784	\$ 237,563	\$ 1,093,346	\$ 843,454	\$ 237,563	\$ 1,081,017	\$ 784,476	\$ 262,903	\$ 1,047,379
25	672,612	157,500	830,112	689,393	157,500	846,893	681,870	157,500	839,370	610,010	174,300	784,310
26	654,551	421,425	1,075,976	670,088	421,425	1,091,513	663,123	421,425	1,084,548	594,377	364,445	958,822
27	636,490	409,275	1,045,765	650,783	409,275	1,060,058	644,375	409,275	1,053,650	578,745	354,734	933,478
28	618,429	397,125	1,015,554	631,478	397,125	1,028,603	625,628	397,125	1,022,753	563,112	345,023	908,135
29	600,368	383,998	984,366	612,173	383,998	996,170	606,881	383,998	990,878	547,479	335,312	882,791
30	582,307	371,893	954,200	592,868	371,893	964,760	588,134	371,893	960,026	531,847	325,601	857,447
31	564,246	359,788	924,034	573,563	359,788	933,350	569,386	359,788	929,174	516,214	315,890	832,103
32	546,185	347,683	893,868	554,258	347,683	901,940	550,639	347,683	898,321	500,581	306,179	806,760
33	528,124	335,578	863,702	534,953	335,578	870,530	531,892	335,578	867,469	484,949	296,468	781,416
34	509,085	323,473	832,557	514,670	323,473	838,143	512,166	323,473	835,639	469,316	285,781	755,097
35	491,066	311,368	802,433	495,410	311,368	806,778	493,463	311,368	804,830	453,683	276,120	729,803
36	473,047	299,263	772,310	476,150	299,263	775,413	474,759	299,263	774,022	438,050	266,459	704,509
37	455,028	287,158	742,186	456,890	287,158	744,048	456,055	287,158	743,213	422,418	256,798	679,216
38	437,009	275,053	712,062	437,630	275,053	712,683	437,352	275,053	712,404	406,785	247,137	653,922
39	-	-	-	-	-	-	-	-	-	391,152	237,475	628,628
40	-	-	-	-	-	-	-	-	-	374,544	227,814	602,358
41	-	-	-	-	-	-	-	-	-	358,960	218,153	577,113
42	-	-	-	-	-	-	-	-	-	343,376	208,492	551,868
43	-	-	-	-	-	-	-	-	-	327,792	198,831	526,623
44	-	-	-	-	-	-	-	-	-	-	-	-
45	\$ 8,596,827	\$ 4,918,138	\$ 13,514,965	\$ 8,746,086	\$ 4,918,138	\$ 13,664,224	\$ 8,679,177	\$ 4,918,138	\$ 13,597,315	\$ 9,697,867	\$ 5,503,911	\$ 15,201,778

* Preliminary and subject to change. Note, Interest will be paid semi-annually on April 1 and October 1, and Principal will be paid annually on October 1, both commencing on October 1, 2024.

Note: Rates provided by TD Bank are indicative and will not be locked until acceptance of proposal.

Recommendation and Next Steps



Recommendation

- Based upon our review of the proposals, related analyses, and discussions with City Staff/Bond Counsel, Davenport recommends that the City select the TD 15-year option 2 proposal with a 4.50% interest rate (for both components). This proposal provided the lowest interest rate while also providing flexibility to prepay or refinance prior to maturity.

Next Steps

Date	Task
August 8 th	<ul style="list-style-type: none">▪ Conference Call to discuss bids and determine a recommended winning bidder (10:30am)▪ Deadline to Submit LGC Application▪ City Board of Aldermen Meeting (6:00pm)<ul style="list-style-type: none">- City Board of Aldermen considers adopting a Preliminary Resolution- City Board of Aldermen holds Public Hearing
August 22 nd	<p>City Board of Aldermen Meeting (6:00pm)</p> <ul style="list-style-type: none">▪ City Board of Aldermen considers approval of winning bidder
September 12 th	<p>City Board of Aldermen Meeting (6:00pm)</p> <ul style="list-style-type: none">▪ City Board of Aldermen considers adopting a Final Approval Resolution
September 12 th	LGC Considers approving the financing
By September 28 th	Close on Direct Bank Loan

Municipal Advisor Disclosure



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Approving the Winning Bidder in Connection with the Issuance of a Revenue Bond of the City of New Bern, North Carolina

Date of Meeting: 8/22/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution Approving the Winning Bidder in Connection with the Issuance of a Revenue Bond of the City of New Bern, North Carolina
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, and Presentation
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.



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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: Kimberly Ostrom - Director of Finance

DATE: August 11, 2023

RE: Resolution Approving the Winning Bidder in Connection with the Issuance of a Revenue Bond of the City of New Bern, North Carolina

Current

At the July 11, 2023 Board Meeting, Davenport Public Finance presented an overview of the financing options for various city projects. The City is pursuing the issuance of its Combined Enterprise System Revenue, Series 2023 in an amount not to exceed \$6,100,000 for the purpose of financing project costs related to the Northwest Sewer Interceptor Rehabilitation Phase II Project and the Township 7 Sewer Improvements Phase III Project. The Series 2023 Revenue Bond will be privately placed with a financial institution to be selected by the City based on financial proposals.

The City solicited proposals from various financial institutions to provide financing for the projects by a Direct Bank Loan Revenue Bond. The City received three proposals and upon careful review and consideration of the proposals with Davenport and bond counsel, it is recommended that the City accept the proposal of Webster Bank, the winning bidder.

Requested Action

It is recommended that the Board adopt the attached resolution approving the winning bidder at its meeting on August 22, 2023.

**RESOLUTION APPROVING THE WINNING BIDDER IN CONNECTION
WITH THE ISSUANCE OF A REVENUE BOND OF THE
CITY OF NEW BERN, NORTH CAROLINA**

BE IT RESOLVED by the Board of Aldermen (the "Board") of the City of New Bern, North Carolina (the "City"):

Section 1. The Board does hereby find and determine as follows:

(a) The City currently operates a combined enterprise system consisting of the City's water system, sanitary sewer system and electric system which provides service to the residents of the City and its environs.

(b) In order to better serve and provide for the future needs of the residents of the City and its environs, the City will acquire, construct and equip certain improvements to the City's Combined Enterprise System, including, without limitation, the Northwest Sewer Interceptor Rehabilitation Phase II Project and the Township 7 Sewer Improvements Phase III Project (collectively, the "Project").

(c) The City has solicited proposals from various financial institutions to provide financing for the Project by purchasing a revenue bond to be issued by the City, and upon careful review and consideration of the proposals submitted by the various financial institutions to provide such financing, the City desires to accept the proposal of Webster Bank (the "Purchaser").

Section 2. The proposal of the Purchaser to purchase the proposed revenue bond with a 15-year maturity is hereby accepted, subject to the approval of final documentation relating to the sale and issuance of such bond by the Board at a subsequent meeting. The execution and delivery of such documentation as may be necessary to accept the proposal of the Purchaser by the City Manager or the Director of Finance of the City is hereby authorized, ratified and approved.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 22ND DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

2023 Revenue Bond – Bid Summary

City of New Bern, North Carolina



August 22, 2023

Bank Loan Revenue Bond RFP Overview






- A Request for Proposal for a Direct Bank Loan Revenue Bond to fund two Sewer System Infrastructure Projects was distributed on July 12th.

- Lenders were asked to provide proposals in an amount of up to \$6.1 million with either 15-year or 20-year terms.

- The City received 3 proposals from the following banks:
 - Capital One Public Funding (“Capital One”)
 - Truist Bank (“Truist”)
 - Webster Bank (“Webster”)

Summary of Interest Rates



		TRUIST 			
Lender	Capital One	Opt. 1	Opt. 2	Webster	
15-Year Option	Interest Rate	4.69%	4.96%	4.99%	4.45%
	Prepayment	8-Year Par Call	Make Whole Call	10-Year Par Call	Year 5-6 at 101% Year 7+ at Par
	Avg. Annual DS	\$ 577,939	\$ 590,069	\$ 591,423	\$ 568,135
	Total DS	\$8,669,082	\$8,851,031	\$8,873,969	\$ 8,522,023
20-Year Option	Interest Rate	4.87%	4.99%	5.02%	4.73%
	Prepayment	10-Year Par Call	Make Whole Call	10-Year Par Call	Year 6-8 at 101% Year 9+ at Par
	Avg. Annual DS	\$ 486,970	\$ 492,922	\$ 494,678	\$ 480,745
	Total DS	\$9,739,409	\$9,858,447	\$9,867,628	\$ 9,614,897

Recommendation and Next Steps

Recommendation

- Based on discussions with Bond Counsel and City Staff, Davenport recommends the Webster Bank 15-Year option (4.45%).

Next Steps

Date	Task
8/22	City Board Meeting – Approve Winning Bidder
9/12	City Board Meeting – Adopt Bond Order & Bond Resolution
9/12	LGC Approval
By 9/28	Close on Financing

Appendix

Bank Loan RFP Overview



- An RFP for a Direct Bank Loan financing was distributed on July 12, 2023 to over 50 National, Regional and Local lending institutions to fund the construction of two Sewer System Infrastructure Projects and to pay related financing costs.
- After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.
- Responding institutions were asked to provide proposals for a Combined Enterprise System Revenue Bond in the amount of \$6,100,000 with either 15-year or 20-year terms.
 - The total project costs for both Sewer System Projects is \$6,613,347 (\$1,244,166 for the NW Interceptor Rehabilitation and \$5,369,181 for the Township 7 Sewer Force Main Improvements). The City has received grant funding from the Golden LEAF Foundation of \$500,000, and State ARPA funds of \$230,000, bringing the net project funding to \$5,883,347.
- The City received 3 proposals from the following banks:
 - Capital One Public Funding (“Capital One”)
 - Truist Bank (“Truist”)
 - Webster Bank (“Webster”)
- A summary of all proposals received is shown on the following page.

Summary of Interest Rates

Bank Proposals





A	B	C	D	E
Lender	Rate Lock	Call Provisions	15-Year Options	20-Year Options
1 Capital One Public Funding, LLC	Rates are locked through a closing September 28th if proposal is accepted by August 23rd.	15-Year Term: Prepayable in whole or in part on any date after 3/1/31 at par 20-Year Term: Prepayable in whole or in part on any date after 3/1/33 at par	4.69%	4.87%
2 Truist Bank	Rates are locked through October 23rd, if proposal is accepted by September 3rd.	Option 1: Make Whole Call Option 2: 10 Year Par Call	Option 1: 4.96%	Option 1: 4.99%
3 Webster Bank	Rates are locked through September 29th, if proposal is accepted by August 23rd.	15-Year Term: Prepayable after Year 4 on any date in whole or in part with a 1% Penalty in years 5-6 and par thereafter. 20-Year Term: Prepayable after Year 5 on any date in whole or in part with a 1% Penalty in years 6-8 and par thereafter.	4.450%	4.725%

Summary of Bids

Webster & Capital One



A	B	C	D	E
Lender	Capital One Public Funding 		Webster Bank 	
Term	15-Year Term	20-Year Term	15-Year Term	20-Year Term
1 Interest Rates	4.69%	4.87%	4.450%	4.725%
2 Prepayment Language	<p>Prepayable in whole or in part on any date upon thirty (30) days prior written notice to the lender.</p> <p>15-Year Term: Prepayable after 3/1/31 at par.</p> <p>20-Year Term: Prepayable after 3/1/33 at par.</p> <p>COPF will allow partial prepayment once per year from any source in an amount not exceeding \$500,000 to be applied in inverse order.</p>		<p>15-Year Term: No call in years 1-4 (from closing date), then prepayable in whole or in part, on any date at 101% in years 5-6 (from closing date), then prepayable at par thereafter.</p> <p>20-Year Term: No call in years 1-5 (from closing date), then prepayable in whole or in part, on any date at 101% in years 6-8 (from closing date), then prepayable at par thereafter.</p> <p>Partial prepayments will be allowed on any date, one time per year, and will be applied in inverse order.</p>	
3 Acceptance / Rate Expiration	August 23, 2023 / September 28, 2023		August 23, 2023 / September 29, 2023	
4 Bank Fees	None		None	
5 Escrow/Project Fund Requirements	Proceeds can be disbursed to the Bond Trustee at closing, and the City can direct funds however they choose.		Proceeds can be disbursed to the Bond Trustee at closing, and the City can direct funds however they choose.	
6 Credit Approval	Subject to final credit approval.		Preliminary approval subject to final documentation.	
7 Lender's Counsel	Pope Flynn (Matt Davis)		Gilmore & Bell (Janelle Jackson & Jason Schurke)	

Debt Service Comparison

Webster & Capital One



A	B		C		D		E	
Lender	Webster Bank				Capital One			
Term	15-Year Term		20-Year Term		15-Year Term		20-Year Term	
Call Provisions	Noncallable Years 1-4; 101% Years 5-6; Par thereafter.		Noncallable Years 1-5; 101% Years 6-8; Par thereafter.		No Call until 3/1/2031		No Call until 3/1/2033	
Interest Rate	4.450%		4.725%		4.690%		4.870%	
Interest Rate Lock	8/3/2023		8/3/2023		8/3/2023		8/3/2023	
Sources of Funds								
Par Amount*	\$	6,059,000	\$	6,059,000	\$	6,059,000	\$	6,059,000
Grant Funding		730,000		730,000		730,000		730,000
Total	\$	6,789,000	\$	6,789,000	\$	6,789,000	\$	6,789,000
Uses of Funds								
Project Fund*	\$	6,613,348	\$	6,613,348	\$	6,613,348	\$	6,613,348
Cost of Issuance*		175,000		175,000		175,000		175,000
Additional Proceeds*		652		652		652		652
Total	\$	6,789,000	\$	6,789,000	\$	6,789,000	\$	6,789,000
Closing Date*		9/28/2023		9/28/2023		9/28/2023		9/28/2023
Final Maturity		3/1/2039		3/1/2044		3/1/2039		3/1/2044
First Interest Payment Date		9/1/2024		9/1/2024		9/1/2024		9/1/2024
First Principal Payment Date		9/1/2024		9/1/2024		9/1/2024		9/1/2024
Debt Service*								
Fiscal Year								
2025	\$	568,403	\$	481,110	\$	577,898	\$	487,676
2026		567,900		480,429		578,372		487,351
2027		567,949		480,884		577,856		486,611
2028		568,353		480,844		577,684		486,408
2029		568,134		480,307		577,785		486,694
2030		568,203		480,321		578,135		486,469
2031		568,516		480,792		577,665		486,684
2032		568,138		480,696		577,398		487,290
2033		567,938		481,010		578,239		487,262
2034		567,959		480,732		578,166		486,626
2035		568,112		480,817		578,155		487,308
2036		568,352		480,241		578,135		487,285
2037		567,681		480,955		578,060		486,530
2038		568,030		480,938		577,907		487,021
2039		568,356		481,164		577,628		486,659
2040		-		480,587		-		486,470
2041		-		481,159		-		487,355
2042		-		480,834		-		487,291
2043		-		480,635		-		487,252
2044		-		480,443		-		487,167
Total	\$	8,522,023	\$	9,614,897	\$	8,669,082	\$	9,739,409

* Preliminary and subject to change.

Note: Principal and Interest payments are assumed to be made semi-annually on March 1 and September 1, with both principal and interest payments commencing on September 1, 2024.

Recommendation and Next Steps



Recommendation

- Based upon our review of the proposals, related analyses, and discussions with City Staff/Bond Counsel, Davenport recommends that the City select the Webster Bank 15-Year proposal (4.45%). This proposal provided the lowest interest rate and total debt service, while also providing flexibility to prepay or refinance the loan prior to maturity.

Next Steps

Date	Task
August 8 th	<ul style="list-style-type: none">▪ Conference Call to discuss bids and determine a recommended winning bidder (10:30am)▪ Deadline to Submit LGC Application▪ City Board of Aldermen Meeting (6:00pm)<ul style="list-style-type: none">- City Board of Aldermen considers adopting a Preliminary Resolution
August 22 nd	<p>City Board of Aldermen Meeting (6:00pm)</p> <ul style="list-style-type: none">▪ City Board of Aldermen considers approval of winning bidder
September 12 th	<p>City Board of Aldermen Meeting (6:00pm)</p> <ul style="list-style-type: none">▪ City Board of Aldermen considers adopting a Bond Order and Bond Resolution
September 12 th	LGC Considers approving the financing
By September 28 th	Close on Direct Bank Loan



Municipal Advisor Disclosure



The enclosed information relates to an existing or potential municipal advisor engagement.

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AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Approving the Winning Bidder in Connection with an Installment Financing Agreement for the Financing of Certain Vehicles and Equipment for the City of New Bern, North Carolina

Date of Meeting: 8/22/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution Approving the Winning Bidder in Connection with an Installment Financing Agreement for the Financing of Certain Vehicles and Equipment for the City of New Bern, North Carolina
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Presentation
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.



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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: August 11, 2023
RE: Resolution Approving the Winning Bidder in Connection with an Installment Financing Agreement for the Financing of Certain Vehicles and Equipment for the City of New Bern, North Carolina

Current

At the July 11, 2023 Board Meeting, Davenport Public Finance presented an overview of the financing options for various city projects and needs. The City is pursuing an installment financing agreement under Section 160A-20 of the General Statutes of North Carolina for the purpose of financing certain vehicles and equipment in the amount of \$4.8 million. The City solicited proposals from various financial institutions to provide financing to fund various vehicles and equipment. The City received six proposals and upon careful review with Davenport and legal counsel, it is recommended that the City accept the proposal of TD Equipment Finance, Inc., the winning bidder.

Requested Action

It is recommended that the Board adopt the attached resolution approving the winning bidder at its meeting on August 22, 2023.

**RESOLUTION APPROVING THE WINNING BIDDER IN CONNECTION WITH AN
INSTALLMENT FINANCING AGREEMENT FOR THE FINANCING OF CERTAIN
VEHICLES AND EQUIPMENT FOR THE CITY OF NEW BERN, NORTH CAROLINA**

WHEREAS, the City of New Bern, North Carolina (the "City") intends to enter into an installment financing agreement pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, for the purpose of providing funds, together with any other available funds, to pay the costs of acquiring certain vehicles and equipment (the "Equipment"); and

WHEREAS, the City has solicited proposals from various financial institutions to provide financing for the Equipment; and

WHEREAS, upon careful review and consideration of the proposals submitted by the various financial institutions to provide such financing, the City desires to accept the proposal of TD Equipment Finance, Inc. (the "Lender");

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen (the "Board") of the City of New Bern, North Carolina (the "City") as follows:

Section 1. The proposal of the Lender to provide financing pursuant to an installment financing agreement for the purpose of providing funds, together with any other available funds, to pay the costs of the Equipment and to pay the related financing costs is hereby accepted, subject to further approval of the particular documentation related thereto by the Board.

Section 2. The City Manager and the Director of Finance of the City are each hereby authorized and directed to execute and deliver such documentation as may be necessary to accept the proposal of the Lender.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 22ND DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

2023 Vehicle Financing– Summary of Bids

City of New Bern, North Carolina



August 22, 2023





Bank Loan IFA RFP Overview



- A Request for Proposal for a Direct Bank Loan Installment Financing to fund various Vehicles and Equipment was distributed on July 12th.
- Lenders were asked to provide proposals for an Installment Purchase Contract in an amount of up to \$4.9 million with a September 2028 Final Maturity.
- The City received 6 proposals from the following banks:
 - Banc of America Public Capital Corp (“BAPCC”)
 - Capital One Public Funding (“Capital One”)
 - Flagstar Bank (“Flagstar”)
 - First Citizens Bank (“First Citizens”)
 - TD Equipment Finance (“TD Bank”)
 - Truist Bank (“Truist”)

Summary of Interest Rates



						
Lender	TD Bank	BAPCC	Capital One	Flagstar	First Citizens	Truist
Interest Rate	4.08%	4.10%	4.59%	4.63%	4.75%	4.90%
Prepayment	101%	2.5 Year Par Call	2.5 Year Par Call	101%	Anytime at Par	Make Whole Call
Annual Payment (\$000)	\$1,099	\$1,100	\$ 1,116	\$1,117	\$ 1,121	\$ 1,128
Total DS (\$000)	\$5,497	\$5,501	\$ 5,579	\$5,586	\$ 5,604	\$ 5,640

Note: Additional proposal details can be found in the appendix including alternate prepayment option proposals provided by TD Bank.

Recommendation and Next Steps



Recommendation

- Based upon discussions with Staff and Bond Counsel, Davenport recommends the TD Bank rate of 4.08%.

Next Steps

Date	Task
8/22	City Board Meeting – Approve Winning Bidder
9/12	City Board Meeting – Approve Financing
By 9/28	Close on Financing

Appendix

Bank Loan RFP Overview



- An RFP for a Direct Bank Loan financing was distributed on July 12th, 2023 to over 50 National, Regional and Local lending institutions to fund the following vehicles and related equipment (by fund), and any associated costs of issuance:

<i>Breakout by Fund</i>		
<u>Fund</u>		<u>Amount</u>
General Fund	\$	2,700,568.35
Water Fund		415,214.46
Sewer Fund		500,000.00
Electric Fund		926,723.00
Solid Waste Fund		275,000.00
Total Cost	\$	4,817,505.81

- Responding institutions were asked to provide proposals for an Installment Purchase Contract with a security interest in the vehicles being financed in an amount of approximately \$4,900,000 with a 59-month term.
- Through the process, the City received six proposals from the following banks:
 - Banc of America Public Capital Corp (“BAPCC”);
 - Capital One;
 - First Citizens Bank;
 - Flagstar Bank (Signature Public Funding Corp);
 - TD Bank; and
 - Truist Bank.
- A summary of the proposals received along with a more in depth analysis of the lowest interest rate proposal is included on the following pages.

Summary of Bids Received



A	B	C	D	E	F	G
Lender	Prepayment Provisions	Interest Rate	Bank Closing Costs	Rate Lock	Average Annual Payment ¹	Total Debt Service ¹
1 TD Equipment Finance	Option A: Prepayable in whole at anytime at 101%	Option A: 4.08%	None	Option A: Rate locked through a mid-September closing	\$1,099,432	\$5,497,161
	Option B: Prepayable in whole at anytime at 101% for first two years, at par thereafter.	Option B: 4.13%		Option B: Rate Indicative and Subject to change until accepted	\$1,101,031	\$5,505,156
2 Banc of America Public Capital Corp ("BAPCC")	Prepayable at par on any payment date after half the term has elapsed.	4.1012%	None	Rate locked through 9/15/2023 if accepted by 8/15/2023	\$1,100,138	\$5,500,692
3 Capital One	No Call until 3/1/2026, callable at par thereafter.	4.590%	None	Rate locked through 9/15/2023 if accepted by 8/10/2023	\$1,115,735	\$5,578,675
4 Flagstar Bank	Prepayable in whole on any payment date at 101%.	4.633%	None	Interest Rate is subject to change if funding does not take place by 9/2/2023	\$1,117,115	\$5,585,577
5 First Citizens Bank	Prepayable in whole anytime at par. Partial prepayment will not be allowed.	4.750%	None	Rate locked through 9/16/2023	\$1,120,829	\$5,604,146
6 Truist Bank	The Borrower will pay to the Lender prepayment compensation in connection with any prepayment of the Loan based on the Lender's standard break-funding terms for fixed rate loans.	4.900%	\$10,000	Rate locked through 10/23/2023	\$1,128,018	\$5,640,090

¹ Annual Payments and Total Debt Service assume a \$4,817,506 Project Amount plus a \$45,000 cost of Issuance placeholder, and bank fees. Principal and Interest will be paid annually starting on 11/1/2024 with a final maturity of 9/1/2028 with a level debt service amortization structure. Closing is expected to take place by 9/15/2023.

Summary of Proposals

First Citizens, BAPCC & TD Equipment Finance



A Lender	B Banc of America Public Capital Corp ("BAPCC")	C TD Equipment Finance	D First Citizens Bank
1 Interest Rate	4.1012%	Option A: 4.08% Option B: 4.13%	4.75%
2 Prepayment Language	Prepayable in whole at par on any payment date (with 30 days' notice) after the first half of the term has elapsed. Partial prepayment is allowed from insurance proceeds.	Option A: Prepayable in whole at anytime at 101% Option B: Prepayable in whole at anytime at 101% for the first two years, prepayable at par thereafter.	Prepayable in whole at any time without penalty. Lender will not allow prepayment in part, but will allow extraordinary partial prepayments from insurance proceeds, if needed.
3 Acceptance / Rate Expiration	August 10th / September 15th	Option A: Rate locked through a closing of September 15th Option B: Rate is indicative and subject to change until accepted.	No acceptance deadline / September 17th
4 Bank Fees	\$0	\$0	\$0
5 Escrow Requirements	The City will place the funds in an account with the NC Capital Management Trust (NCCMT). Lender will require its normal disbursement process as well as copies of monthly statements from the NCCMT.	The City can invest proceeds with the NCCMT and submit requisitions. The Bank will need copies of invoices to support the draws.	The Lender will not require the City to hold funds in an escrow account at the Bank. The Lender will require a one-page form along with proof of insurance and purchase to be submitted prior to the expenditure of proceeds.
6 Credit Approval	Pre-screened / Subject to Final Approval	Subject to Final Approval	Fully Approved
7 Lender's Counsel	McGuireWoods LLP (Mary Nash Risher)	Pope Flynn (Matt Davis) - subject to internal confirmation	No Counsel
8 Other Considerations	The Bank will require casualty and liability insurance, and will require to be added as lien holder on the vehicles/equipment being financed. The Bank will not require a Tax Opinion. - The Bank will require a payment and performance bond from the vendor and to take assignment of the vendor contract only if proceeds are used to pay in advance of receiving the vehicles. - BAPCC would prepare draft documentation.	TD will be able to use draft documents provided by Bond Counsel, subject to review by Lender's Counsel. TD will not require to be named a lienholder. In the event of default or non-appropriation, the titles will need to be provided to TD with the ability to be added as Lienholder at that time. TD will also need VINs and copies for funding's and reimbursements. TD will need to verify Equipment specifications including model number, number of units, installation costs, year of manufacturing and maintenance contracts. TD will require UCC filing.	Lender will not be required to be named lien holder on all vehicle titles and will not require UCC filing. Lender will require a validity opinion and a tax opinion.

Recommendation and Next Steps



Recommendation

- Based upon our review of the proposals, related analyses, and discussions with City Staff/Bond Counsel, Davenport recommends that the City select the TD option 1 interest rate of 4.08%. This option provided the lowest interest rate/debt service cost.

Next Steps

Date	Task
August 8 th (10:30am)	Conference Call to discuss proposals and select recommended winning lender
August 22 nd (6:00pm)	<ul style="list-style-type: none">City Board of Aldermen Meeting<ul style="list-style-type: none">City Board of Aldermen considers approval of winning bidder
September 12 th (6:00pm)	<ul style="list-style-type: none">City Board of Aldermen Meeting<ul style="list-style-type: none">City Board of Aldermen considers approving the Financing
By September 15 th	Close on Direct Bank Loan

Municipal Advisor Disclosure



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AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the FY 2023-24 annual adopted budget

Date of Meeting: 8/22/2023	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:

Explanation of Item:	The ordinance amends the Grants Fund to recognize a grant award from the NC DPS Homeland Security Grant Program and three grant awards from the NC Governor's Highway Safety Program.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Ordinance Amendment
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: August 11, 2023
RE: Amendment to the FY 2023-24 Operating Budget

Current

The Grants Fund is amended to recognize three awards from the NC Governor's Highway Safety Program to the Police Department: \$5,000 for Bike Safety, \$30,000 for Law Enforcement Liaison, and \$25,000 for Overtime. It is also amended to recognize a \$30,000 award from the NC Department of Public Safety Homeland Security Grant Program to the Fire Department for the purchase of boots and helmets. No match is required for any of the grants.

Requested Action

It is requested that the Board considers adopting the enclosed budget amendment at its meeting on August 22, 2023.

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2023-2024

FROM: Kim Ostrom, Director of Finance

Meeting Date: August 22, 2023

EXPLANATION:

The Grants Fund is amended to recognize three awards from the NC Governor's Highway Safety Program to the Police Department: \$5,000 for Bike Safety, \$30,000 for Law Enforcement Liaison, and \$25,000 for Overtime. It is also amended to recognize a \$30,000 award from the NC Department of Public Safety Homeland Security Grant Program to the Fire Department for the purchase of boots and helmets. No match is required for any of the grants.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2023-2024 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule K - GRANTS FUND

Increase: Grants - Police	\$ 60,000
Grants - Fire	30,000
	<u>\$ 90,000</u>

Section 2 - Estimated Revenues

Schedule K - GRANTS FUND

Increase: Grants - Police	\$ 60,000
Grants - Fire	30,000
	<u>\$ 90,000</u>

NATURE OF TRANSACTION:

ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
 TRANSFER WITHIN ACCOUNTS OF SAME FUND
 OTHER: _____

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED AUGUST 22, 2023
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK



NEW BERN
CITY OF NEW BERN
300 Pollock Street, P.O. Box 1129
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City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Alderman Johnnie Ray Kinsey
FROM: Brenda Blanco, City Clerk
DATE: June 16, 2023
SUBJECT: Appointment to Planning and Zoning Board

Raymond Layton's term on the Planning and Zoning Board will expire June 30, 2023. He is ineligible for reappointment. You are asked to make a new appointment to fill Seat 4 for a three-year term that will expire on June 30, 2026.



NEW BERN

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City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: August 11, 2023
SUBJECT: Appointments to Dangerous Dog Board

Dr. Steve Stelma, Dr. Bobbi Kotrba, and Dona Baker's terms on the Dangerous Dog Board expire this month. All three are willing to serve again. The Board is asked to consider reappointing these individuals or make new appointments to fill the seats.

Appointees to this Board must be a NC licensed veterinarian, professional dog obedience trainer, or registered veterinary technician.

/beb

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



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: August 11, 2023
SUBJECT: Appointment to Eastern Carolina Council of Governments

The approved budget for FY24 provided funding to reinstate membership with the Eastern Carolina Council of Governments. As a member, New Bern needs to appoint one of its elected officials to serve on ECC's Executive Committee and General Membership Board. The General Membership Board meets 3-4 times a year, and the Executive Committee meets monthly on the second Thursday at 6 p.m. but does not meet in months that the General Membership Board meets.

/beb