

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
OCTOBER 24, 2023 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

4. Consider Approving the 2024 Holiday Calendar.
5. Consider Approving the 2024 Board of Aldermen Meeting Roster.
6. Consider Adopting a Resolution Calling for a Public Hearing to Annex 412 Sandy Point Road.
7. Consider Adopting a Resolution Closing Specific Streets for the Shriners Annual Winter Ceremonial Parade.
8. Consider Adopting a Resolution Closing Specific Streets for the Trail to Tryon 5k, 10k, and Half Marathon.
9. Consider Adopting a Resolution Closing the 100 Block of King Street for a Birthday Celebration.
10. Consider Approving a Proclamation for Domestic Violence Awareness Month.
11. Consider Adopting an Amended Resolution Approving a Grant from the NC Governor's Highway Safety Program for Overtime.
12. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1022 K Street.
13. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1127 H Street, PID 8-006-006.
14. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1127 H Street, PID 8-006-5000.
15. Approve Minutes.

16. Presentation on ShotSpotter.
17. Consider Adopting a Resolution Approving the Sale of 1101 Main Street.
18. Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 1307 Main Street.
19. Discuss the 2023 Christmas Parade and Consider Adopting a Resolution Closing Specific Streets for the Parade.
20. Consider Adopting a Resolution in Support of the FY2023 Edward Byrne Memorial Justice Assistance Grant Program to Fund Automated External Defibrillators.
21. Consider Adopting a Budget Ordinance Amendment for Fiscal Year 2023-24.
22. Consider Adopting an Amendment to the Stanley White Recreation Center Project Fund.
23. Appointment(s).
24. Attorney's Report.
25. City Manager's Report.
26. New Business.
27. Closed Session.
28. Adjourn.



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: October 19, 2023
Re: October 24, 2023 Agenda Explanations

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

Consent Agenda

4. **Consider Approving the 2024 Holiday Calendar.**

Annually, the Board approves a calendar designating the holidays to be observed and dates for which City offices will be closed. The proposed calendar for 2024 is provided along with a brief memo from Sonya Hayes, Director of Human Resources.

5. **Consider Approving the 2024 Board of Aldermen Meeting Roster.**

The Board adopts a meeting roster for each calendar year. The proposed roster for 2024 identifies the 2nd and 4th Tuesdays of each month as regular meetings. All meetings will begin at 6 p.m. It also accounts for a day-long budget retreat in February and identifies two dates for budget workshops in May.

6. **Consider Adopting a Resolution Calling for a Public Hearing to Annex 412 Sandy Point Road.**

(Ward 1) Donna Marie Hinz has petitioned to annex 412 Sandy Point Road, Tax Parcel ID 2-037-027. The property is the site of a single-family residence that is contiguous to the City of New Bern's municipal boundary. It is requested that a public hearing be held on November 14, 2023 to consider this petition. A memo from Brenda Blanco, City Clerk, is attached.

7. Consider Adopting a Resolution Closing Specific Streets for the Shriners Annual Winter Ceremonial Parade.

(Ward 1) On behalf of the Sudan Shriners, Sharon Evans has requested the 400-800 blocks of George Street and 400-600 blocks of Broad Street be closed from 10 a.m. until 2 p.m. on January 27, 2024 for the Shriner's Annual Winter Ceremonial parade. Additionally, it is requested the 200-300 blocks of Middle Street be closed from 7 a.m. until 2 p.m. and the southside (eastbound lane) of Broad Street be closed to parking from 12 a.m. until the conclusion of the parade. A memo from Kari Warren, Director of Parks and Recreation, is attached along with a map of the proposed closures and a note of support from Danny Batten, Chair of the Downtown Business Council.

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

(Ward 1) The Craven County Tourism Development Authority has scheduled a 5k, 10k, and half marathon race known as the Trail to Tryon. Organizers have requested South Front Street be blocked at Palace Point Commons from 6 a.m. until 12 p.m. and that the 600 block of Pollock Street be closed to vehicular traffic from 6 a.m. until 9 a.m. on November 11, 2023. Attached is a memo from Mrs. Warren, a map of the area, and a copy of the event application.

9. Consider Adopting a Resolution Closing the 100 Block of King Street for a Birthday Celebration.

(Ward 1) Seth Miller has requested to close the 100 block of King Street from 9 a.m. until 3 p.m. on November 4, 2023 for a neighborhood birthday celebration. Attached is a memo from Mrs. Warren, a map of the area, and a copy of the event application.

10. Consider Approving a Proclamation for Domestic Violence Awareness Month.

Donna Keys-Bradshaw, Victim Advocate with Coastal Women's Shelter, requested a proclamation recognizing October as Domestic Violence Awareness Month.

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

On August 22, 2023, the Board adopted a resolution accepting a \$25,000 grant from the NC Governor's Highway Safety Program ("NCGHSP") to cover overtime incurred by police officers performing safety initiatives such as seatbelt and speed enforcement. After providing the grant agency with a copy of the approved resolution, the City was notified additional funding was available and the grant would be increased to \$26,200. This item simply amends the resolution to reflect the new amount. No match is required. A memo from Police Chief Patrick Gallagher is attached.

12. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1022 K Street.

(Ward 5) Lay Team and Remodelers, LLC has submitted an offer of \$2,700 for the purchase of 1022 K Street. The property is a vacant 0.086-acre residential lot that was acquired by the City and County in 2022 through tax foreclosure. It has a tax value of \$5,400. A memo from Ms. Blanco is attached.

13. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1127 H Street, PID 8-006-006.

(Ward 5) Lay Team and Remodelers, LLC has submitted an offer of \$3,900 for the purchase of 1127 H Street, PID 8-006-006. The property is a vacant 0.24-acre residential lot that sits on the road front of H Street. It was acquired by the City and County in 2019 through tax foreclosure and has a tax value of \$7,800. A memo from Ms. Blanco is attached.

14. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1127 H Street, PID 8-006-5000.

(Ward 5) Lay Team and Remodelers, LLC has submitted an offer of \$3,900 for the purchase of 1022 K Street, PID 8-006-5000. This parcel is landlocked and sits immediately behind the parcel identified in the previous item. The property is a vacant 0.242-acre residential lot that was acquired by the City and County in 2018 through tax foreclosure. The property has a tax value of \$7,800. A memo from Ms. Blanco is attached.

15. Approve Minutes.

Draft minutes from the October 05, 2023 strategic planning work session and October 10, 2023 regular meeting are provided for review and approval.

16. Presentation on ShotSpotter.

This item was tabled from the October 10, 2023 meeting. The Police Department ("PD") has been researching ShotSpotter, a technology that gives police officers the ability to respond quicker when gun fire is detected. This technology aids in apprehension of suspects and deters gun violence by providing real-time information that includes the location where a gun was discharged and the type of weapon used. The initial cost would be \$66,300 for the first year and \$49,500 for subsequent years. Pricing is based on population. PD has unsuccessfully applied for grant funding in the past and is seeking support from community stakeholders to help with the cost. A memo with more details is provided by Chief Gallagher.

17. Consider Adopting a Resolution Approving the Sale of 1101 Main Street.

(Ward 1) The Board adopted a resolution on September 26, 2023 to initiate the upset bid process for 1101 Main Street. Kurtis Stewart submitted a bid of \$3,000 for the vacant 0.138-acre residential lot that has a tax value of \$6,000. The bid was advertised, but no upset bids were received. The property was acquired through tax foreclosure in 2007. A memo from Ms. Blanco is attached.

18. Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 1307 Main Street.

(Ward 2) Jacki London submitted an offer of \$4,050 for the purchase of a vacant 0.057-acre residential lot located at 1307 Main Street. Ms. London owns the single-family residence adjacent to the property at 1305 Main Street and proposes to expand her yard. The Redevelopment Commission supports her plan to improve the appearance of the area by eliminating visual blight. Board approval is needed for the Commission to sale this property. A memo from Marvin Williams, Assistant City Manager, is attached.

19. Discuss the 2023 Christmas Parade and Consider Adopting a Resolution Closing Specific Streets for the Parade.

(Ward 1) This item was tabled from the Board's October 10, 2023 meeting to allow for discussion and the Board's input on the City assuming the task of organizing and overseeing the annual Christmas parade. The parade historically has been organized by the Craven County Jaycees, but the organization has been unresponsive. If the City will assume this role, Parks and Recreation seeks to close the 300-600 blocks of Broad Street and the 200-300 blocks of Craven Street from 9:30 a.m. until 1 p.m. on December 02, 2023, along with the 400-800 blocks of George Street from 8 a.m. until 1 p.m. A memo from Mrs. Warren is attached.

20. Consider Adopting a Resolution in Support of the FY2023 Edward Byrne Memorial Justice Assistance Grant Program to Fund Automated External Defibrillators.

The Police Department submitted a grant application for the FY23 Edward Byrne Memorial Justice Assistant Grant ("JAG") Program to request funds for the purchase of 9 AEDs to be placed in patrol vehicles and/or police facilities. The proposed application will signify the Board's support of the grant application for \$14,179 in funding, which requires no match. The total cost of the 9 units is \$14,355, and the department will pay the difference of \$176. A memo from Chief Gallagher is attached.

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

This amendment appropriates \$32,820 from fund balance to the Redevelopment Commission. The funds will be used as outlined on the attached request from the Commission. The amendment also recognizes the \$14,179 in JAG funds to secure the AEDs referenced in Item 20 and the additional \$1,200 in funding from the

NCGHSP as identified in Item 11. A memo from Kim Ostrom, Director of Finance, is attached.

22. Consider Adopting an Amendment to the Stanley White Recreation Center Project Fund.

This amendment recognizes the transfer of \$826,249 from the Hurricane Florence FEMA Project Fund to the Stanley White Recreation Center Project Fund. It also acknowledges \$3,500,000 in loan proceeds for the project. A memo from Mrs. Ostrom is attached.

23. Appointment(s).

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.

24. Attorney's Report.

25. City Manager's Report.

26. New Business.

27. Closed Session.

28. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving 2024 Holiday Schedule

Date of Meeting: 10/24/2023	Ward # if applicable:
Department: Human Resources	Person Submitting Item: Sonya H. Hayes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City of New Bern Holiday Schedule must be approved by the Board of Aldermen each year. The holiday schedule indicates dates that the City of New Bern offices will be closed to the public in observance of designated holidays. The 2024 Holiday Schedule also reflects one Personal Observance Day.
Actions Needed by Board:	Approval of 2024 Holiday Schedule
Backup Attached:	Proposed 2024 Holiday Schedule and memo from Sonya H. Hayes, Director of Human Resources.
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

NORTH CAROLINA

303 First Street, P.O. Box 1129

New Bern, NC 28563

Phone: (252) 639-7571

TO: Mayor and Board of Aldermen

FROM: Sonya H. Hayes
Director of Human Resources

DATE: October 24, 2023

SUBJECT: 2024 Holiday Schedule

Enclosed is a proposed 2024 Holiday Schedule for your review and consideration for approval.

Background Information

Each year, in accordance with the Personnel Ordinance, we are required to seek approval from the Board of Aldermen for our holiday schedule.

Recommendation

We are requesting that the Board of Aldermen approve the proposed 2024 Holiday Schedule which reflects twelve (12) dates City of New Bern offices will be closed in observance of designated holidays. In addition, the Schedule reflects one (1) Personal Observance Day to be used by employees at any time during the 2024 calendar year in accordance with guidelines that will be disseminated to all employees. We are proposing that employees be allowed to use this leave beginning January 21, 2024. This will allow staff adequate time after the onset of the 2024 calendar year to apply the necessary codes in the HR/Payroll system to enable and track leave usage.

If you have any questions, please do not hesitate to contact me.

Enclosure

City of New Bern 2024 Holiday Schedule



Monday	January 1, 2024	New Year's Day
Monday	January 15, 2024	Martin Luther King, Jr. Day
Friday	March 29, 2024	Good Friday
Monday	May 27, 2024	Memorial Day
Thursday	July 4, 2024	Independence Day
Monday	September 2, 2024	Labor Day
Monday	November 11, 2024	Veterans Day
Thursday	November 28, 2024	Thanksgiving Day
Friday	November 29, 2024	Day After Thanksgiving
Tuesday	December 24, 2024	Christmas Holiday
Wednesday	December 25, 2024	Christmas Holiday
Thursday	December 26, 2024	Christmas Holiday
	TBD by Employee	Personal Observance Day*

*Personal Observance Day may be used beginning January 21, 2024 in accordance with established guidelines.

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Approving the 2024 Board of Aldermen Meeting Roster

Date of Meeting: 10/24/2023	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The 2024 meeting roster provides for meeting on the 2nd and 4th Tuesdays of each month. It also establishes a budget retreat date and budget meetings during the month of May.
Actions Needed by Board:	Approval of roster
Backup Attached:	Proposed roster
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:

2024 CITY OF NEW BERN
BOARD OF ALDERMEN MEETINGS
City Hall, 300 Pollock Street, 2nd Floor Courtroom
Meetings begin at 6 p.m. unless otherwise noticed

SCHEDULED BOARD MEETINGS

January 09, 2024
January 23, 2024

February 13, 2024

February 27, 2024

March 12, 2024
March 26, 2024

April 09, 2024
April 23, 2024

*May 14, 2024
May 28, 2024

June 11, 2024
June 25, 2024

July 09, 2024
July 23, 2024

August 13, 2024
August 27, 2024

September 10, 2024
September 24, 2024

October 08, 2024
October 22, 2024

November 12, 2024
November 26, 2024

December 10, 2024

SCHEDULED WORK SESSIONS

*February 06, 2024 at 9 a.m.

*May 21 & 22, 2024 at 1 p.m.

***FY2024-25 Budget:**

February 06, 2024:

Budget retreat with preliminary discussion of departmental requests

May 14, 2024:

City Manager's overview and presentation of budget

May 21 & May 22, 2024:

Budget workshops to begin at 1 p.m.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution calling for a public hearing to annex 412 Sandy Point Road

Date of Meeting: 10/24/2023	Ward # if applicable: 1 (if annexed)
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 11/14/2023

Explanation of Item:	Donna Marie Hinz has requested to annex 412 Sandy Point Road. It is requested a public hearing be held on November 14, 2023 to hear this request. If the property is annexed, it will be in Ward 1.
Actions Needed by Board:	Consider calling for a public hearing to be held on November 14, 2023
Backup Attached:	Resolution calling for a public hearing, petition for annexation, certificate of sufficiency, and 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 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: October 13, 2023
SUBJECT: Call for a Public Hearing to Annex 412 Sandy Point Road

Background

Donna Marie Hinz has petitioned the City to annex 412 Sandy Point Road in the Bridgeton area of Township 2. The property contains a single-family residence and is contiguous to the City's municipal boundary. It is requested a public hearing be held on October 24, 2023 to consider this request.

Recommendation

Consider adopting a resolution to call for a public hearing.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern has received a petition from Donna Marie Hinz, bearing date October 10, 2023, seeking annexation to the City of New Bern of a parcel of land consisting of 1.16 acres, more or less, which said parcel is located at 412 Sandy Point Road in Number 2 Township, Craven County, more particularly identified on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Aldermen has caused the City Clerk to investigate the sufficiency of said petition and to certify the results of her investigation; and

WHEREAS, the Board of Aldermen has received the certification of the City Clerk attesting to the sufficiency of the petition; and

WHEREAS, the Board of Aldermen desires to conduct a public hearing on November 14, 2023, in the City Hall Courtroom at 6:00 p.m. on the question of annexing to the City of New Bern the above-described parcel of land owned by Donna Marie Hinz.

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

Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on November 14, 2023, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of annexing to the City of New Bern the parcel of land owned by Donna Marie Hinz, which said parcel is located at 412 Sandy Point Road in Number 2 Township, Craven County, North Carolina, the boundaries of which are shown on Exhibits A and B attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to November 14, 2023.

ADOPTED THIS 24th DAY OF OCTOBER, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

All that certain tract or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 5 in Block N as same is shown and delineated on a map of Riverview Park, said map being recorded in Map Book 2, Page 130, in the Office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said property.



Proposed Annexation: 412 Sandy Point Road - 1.16 Acres: Tax ID: 2-037-027



Existing New Bern Limits

Proposed Annexation Area

N



Scale: 1 = 250 ft



EXHIBIT B

CERTIFICATE OF SUFFICIENCY

I, BRENDA BLANCO, City Clerk of the City of New Bern, North Carolina, do hereby certify that I have investigated the sufficiency of the petition of Donna Marie Hinz requesting annexation by the City of New Bern of a parcel of land located at 412 Sandy Point Road in Number 2 Township, Craven County, which said petition is dated October 10, 2023, and I do hereby certify that said petition is in order in all respects.

THIS DAY 24TH OF OCTOBER, 2023.

BRENDA BLANCO, CITY CLERK

PETITION TO ANNEX

TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. Donna Marie Hinz, the undersigned owner of real property, respectfully requests that the area described in Paragraph 2 below be annexed to the City of New Bern.

2. The area to be annexed is contiguous to the City of New Bern, and the boundaries of such territory are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

OWNER:

Donna Marie Hinz
Donna Marie Hinz

Date: 10-10-23

Mailing Address: 412 Sandy Point Road, New Bern, NC 28560

EXHIBIT A

All that certain tract or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 5 in Block N as same is shown and delineated on a map of Riverview Park, said map being recorded in Map Book 2, Page 130, in the Office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said property.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close streets for Sudan Shriners Winter Ceremonial Parade.

Date of Meeting: October 24, 2023	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Sudan Shriners has requested to close the 400-800 blocks of George Street and the 400-600 blocks of Broad Street to vehicular traffic from 10:00 a.m. until 2:00 p.m., as well as the 200-300 blocks of Middle Street from 7:00 a.m. until 2:00 p.m. for Sudan Shriners Annual Winter Ceremonial Parade along with the south side (east bound lane) of Broad Street closed to parking from 12:00 a.m. until the conclusion of the parade on January 27, 2024.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application - Map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: N/A



PARKS & RECREATION

Family, fitness and fun come together here.

Kari Warren, CPRP
Director of Parks & Recreation



Aldermen

Rick Prill
Hazel B. Royal
Bobby 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: Kari Warren, CPRP
Director of Parks & Recreation
Re: Street Closures for Sudan Shriners Winter Ceremonial Parade.

Background Information:

Sudan Shriners has requested to close the 400-800 blocks of George Street, 400-600 blocks of Broad Street to vehicular traffic from 10:00 a.m. until 2:00 p.m. as well as the 200-300 blocks of Middle Street from 7:00 a.m. until 2:00 p.m. for Sudan Shriners Annual Winter Ceremonial Parade along with the south side (east bound lane) of Broad Street closed to parking from 12:00 a.m. until the conclusion of the parade on January 27, 2024.

There is a note from Danny Batten, Downtown Business Council Chair, in favor of this event, handwritten on the map.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, the Sudan Shriners have scheduled their Annual Winter Ceremonial Parade and requested specific streets be closed to vehicular traffic. Those streets are the 400-800 blocks of George Street and the 400-600 blocks of Broad Street from 10:00 am until 2:00 pm for the lineup of the parade, as well as the 200-300 blocks of Middle Street from 7:00 a.m. until 2:00 p.m. on Saturday, January 27, 2024. Additionally, it is requested that the south side (eastbound lane) of Broad Street be closed to parking from 12:00 a.m. until the conclusion of the parade; and

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

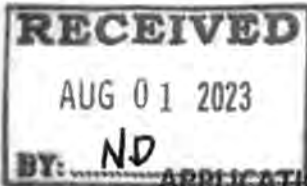
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That 400-800 blocks of George Street and 400-600 blocks of Broad Street shall be closed to vehicular traffic from 10:00 a.m. until 2:00 p.m., as well as the 200-300 blocks of Middle Street be closed to vehicular traffic from 7:00 a.m. until 2:00 p.m. on January 27, 2024, for the Sudan Shriners Annual Winter Ceremonial Parade, and the south side (eastbound lane) of Broad Street shall be closed to parking from 12:00 a.m. until the parade concludes.

ADOPTED THIS 24th DAY OF OCTOBER 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



Jun 27th 24
Sat

CITY OF NEW BERN

Street Closing

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: Shriners Parade

Organization Name: Sudan Shriners

Responsible Contact: Sharon A. Evans

Address: P. O. Box 12829

City: New Bern State: NC Zip code: 28561

Phone: 252-637-5197 Alternate Phone: _____

Email: sevans@sudanshriners.com

Type of Event: Demonstration Festival Parade

Date of Event: January 27, 2024 Proposed Rain Date: _____

Event Set up time: 10:00 Event Tear Down Completed Time: 2:00

Event Start Time: 12:00 Event End Time: 1:30

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
The route will follow along George St. to Broad Street, onto Middle St., and disband on S. Front St., near BB&T and the DoubleTree.

Middle St.
7am - 2pm

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

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)
The Winter Ceremonial parade is an annual event on the 4th Sat. in January and is positive exposure and public relations for the Shriners and the citizens of New Bern

Estimated attendance: 700; Attendance not to exceed: 800

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

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

How will you handle trash generated from the event?

We are requesting # _____ trash cans.

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

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

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: George St., Broad St., and Middle Street / S. Front St.

PLEASE BE SURE THERE ARE NO VEHICLES ON MIDDLE STREET.

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

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

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

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

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

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

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

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

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

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

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

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

Payment in full of applicable fees and charges.

Does not come into effect until Jan 1, 2024

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)

Sharon A Evans

Aug 1, 2023

Authorized Signature

Date

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

Administrative Support Supervisor

Date

This application has been approved.

Hari Warren

10-2-2023

Director of Parks & Recreation

Date

Total Anticipated Charges

Barricades: # _____

\$ _____

Trash Collection:

\$ _____

City Staff:

\$ _____

Vendor Fees

\$ _____

Park/Facility Rental:

\$ _____

Total Due:

\$ 0

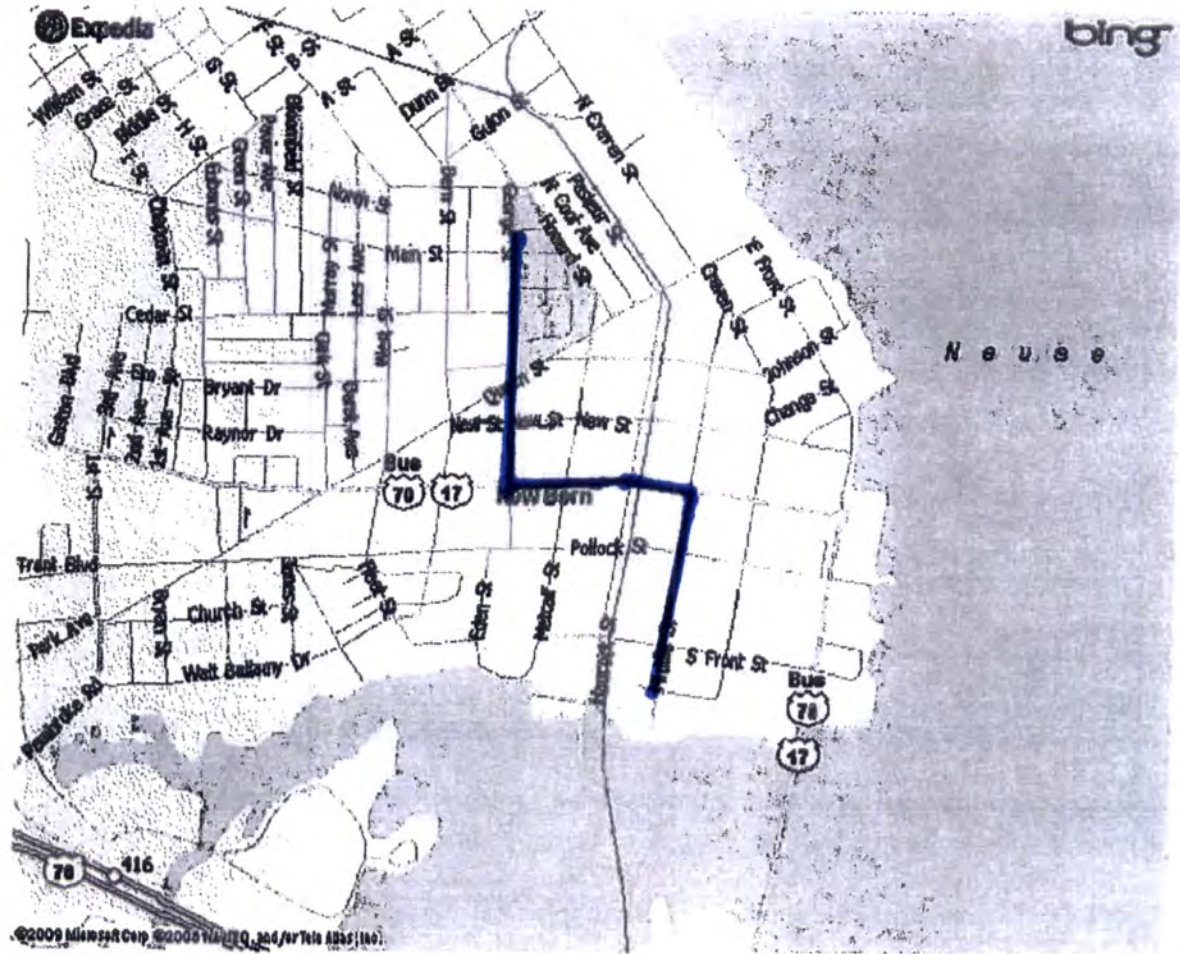
- Have HOA's been notified? Yes No Spoke with:
- Approved by Department Date: 10-2-23 Staff Initials: KWJ
- Submitted for Board Approval Date: _____ Staff Initials: KWJ
- All Paperwork collected Date: _____ Staff Initials: _____
- All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event

Yes No

Updated 6-3-2019

Map of New Bern



Note:

To the City Manager,
The downtown Businesses are largely
in favor of this event. This parade is important
to boost business in January.

Danny Bette
downtown business Council, Chair
3/10/23

AGENDA ITEM COVER SHEET

Agenda Item Title:

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

Date of Meeting: October 24, 2023	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation.
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	<p>Craven County TDA requested a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets be closed to vehicular traffic from 6:00 a.m. until 12:00 p.m. on November 11, 2023, for their second annual Trail to Tryon 5k, 10k and half marathon race.</p> <p>Craven County TDA, also made a request to close the 600 block of Pollock Street to vehicular traffic on Saturday, November 11, 2023, from 6:00 a.m. until 9:00 a.m.</p>
Actions Needed by Board:	Adopt the Resolution.
Backup Attached:	Resolution – Memo – Application - Map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: N/A



Aldermen

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

Kari Warren, CPRP
Director of Parks & Recreation

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



Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP
Director of Parks and Recreation

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

Background Information:

Craven County TDA requested a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets be closed to vehicular traffic from 6:00 a.m. until 12:00 p.m. on November 11, 2023, for their second annual Trail to Tryon 5k, 10k and half marathon race.

Craven County TDA, also made a request to close the 600 block of Pollock Street to vehicular traffic on Saturday, November 11, 2023, from 6:00 a.m. until 9:00 a.m.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Craven County Tourism Development Authority has requested South Front Street at Palace Point Commons be closed to vehicular traffic at the intersection of Eden and Metcalf Streets from 6:00 a.m. until 12:00 p.m. on Saturday, November 11, 2023, for their second annual Trail to Tryon 5k, 10k and half marathon race; and

WHEREAS, Craven County Tourism Development Authority has also requested the 600 block of Pollock Street be closed to vehicular traffic from 6:00 a.m. until 9:00 a.m. on Saturday, November 11, 2023; and

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

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

That South Front Street at Palace Point Commons shall be closed to vehicular traffic at the intersection of Eden and Metcalf Streets from 6:00 a.m. until 12:00 p.m. on November 11, 2023; and

That the 600 block of Pollock Street shall be closed to vehicular traffic from 6:00 a.m. until 9:00 a.m. on November 11, 2023, for the second annual Trail to Tryon 5k, 10k and half marathon race.

ADOPTED THIS 24th DAY OF OCTOBER 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA BLANCO, CITY CLERK

RECEIVED
OCT 02 2023
BY: ND

CITY OF NEW BERN

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

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

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

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

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

Name of Event/Activity: Trail to Tryon
Organization Name: Visit New Bern
Responsible Contact: Melissa Riggle
Address: 316 S. Front Street
City: New Bern State: NC Zip code: 28562
Phone: 252-876-7134 Alternate Phone: _____
Email: executivedirector@visitnewbern.com

Type of Event: Demonstration Festival Parade

Date of Event: 11/11/2023 Proposed Rain Date: n/a

Event Set up time: 6:00am

Event Tear Down Completed Time: 2:00pm

Event Start Time: 7:00am

Event End Time: 12:00pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
Links listed with advertised 5k, 10k, and half marathon route.

Please see attached routes.

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

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

The TDA Sports Committee is hosting our second annual Trail to Tryon run as an event to draw visitor traffic to New Bern

While partnering with the American Post to also honor and recognize our Veterans during this holiday weekend.

Estimated attendance: 325-350 ; Attendance not to exceed: 350

*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.newbernncc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.

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

How will you handle trash generated from the event?

We are requesting # 10 trash cans.

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

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

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: 6:00am-12pm

Pollock Street Corridor from Eden to Metcalf

S. Front Street Corridor From Wall Bellamy/Eden to the corner of Metcalf and S. Front. (Behind the South Lawn of Tryon Palace.)

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)

Melissa Rigg
Authorized Signature

10/2/23
Date

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

Administrative Support Supervisor _____ Date _____

This application has been approved.

Hari Warren
Director of Parks & Recreation _____ Date 10-3-2023

Total Anticipated Charges	
Barricades:	# <u>8</u> \$ <u>40.00</u>
Trash Collection:	\$ _____
City Staff:	# <u>1 x 2 hrs</u> \$ <u>90.00</u>
Vendor Fees	# _____ \$ _____
Park/Facility Rental:	\$ _____
Total Due:	\$ <u>130.00</u>

All vendors & inflatables will be on private property. per Melissa Rigg KW.

- Have HOA's been notified? Yes No Spoke with: _____
- Approved by Department Date: 10-3-23 Staff Initials: KW
- Submitted for Board Approval Date: 10-3-23 Staff Initials: KW
- All Paperwork collected Date: _____ Staff Initials: _____
- All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event
 Yes No
Updated 6-3-2019



November 11, 2023 Trail to Tryon request for road closure 6:00am-12:00pm



Live traffic
Fast
Slow

Map data ©2023 Google 100 ft



To: The Residents of 607, 604, 605, 602, 601 Pollock Street

From: Visit New Bern/ The TDA Sports Committee

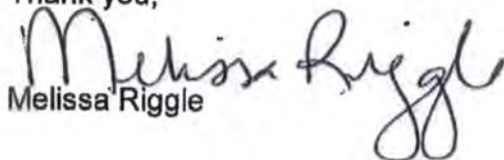
Date: October 2, 2023

On November 11th the Visit New Bern Sports Committee will host its Second Annual Trail to Tryon Half Marathon event in downtown New Bern. The runners will begin again at the gates of Tryon Palace and end at the NC History Center.

The Committee is requesting to have the Pollock Street Corridor from Eden to Metcalf St. closed from 6am to 9am. As well the Front Street Corridor from Walt Belamy and Eden to Metcalf closed from 6am to 12:00pm on 11/11/2023.

We appreciate your continued support and will be happy to answer any questions you may have.

Thank you,


Melissa Riggle

Melissa Riggle
Executive Director

316 S. Front Street
New Bern, NC 28560
O: 252-637-9400
M: 252-876-7134

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a certain street for King Street Neighborhood Birthday Celebration.

Date of Meeting: October 24, 2023	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Seth Miller, a resident of King Street has made a request to close the 100 block of King Street to vehicular traffic between East Front and Edgerton Streets for King Street Neighborhood Birthday Celebration from 9:00 a.m. until 3:00 p.m. on November 4, 2023.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map – Application - 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 type="checkbox"/> No

Additional Notes: N/A



PARKS & RECREATION

Family, fitness and fun come together here.

Kari Warren, CPRP
Director of Parks & Recreation



Aldermen

Rick Prill
Hazel B. Royal
Bobby 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

Date: October 10, 2023
Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP
Director of Parks & Recreation
Re: Street Closure for King Street Neighborhood Birthday Celebration.

Background Information:

Seth Miller, a resident of King Street, has made a request to close the 100 block of King Street to vehicular traffic between East Front Street and Edgerton Street for King Street Neighborhood Birthday Celebration from 9:00 a.m. until 3:00 p.m. on November 4, 2023.

Recommendation:

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

If you have any questions concerning this matter, please call.

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

RESOLUTION

THAT WHEREAS, Seth Miller, a resident of King Street, has requested the 100 block of King Street between East Front Street and Edgerton Street be closed to vehicular traffic on November 4, 2023, from 9:00 a.m. until 3:00 p.m. for a King Street neighborhood birthday celebration; 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 100 block of King Street between East Front Street and Edgerton Street be closed to vehicular traffic from 9:00 a.m. until 3:00 p.m. on Saturday, November 4, 2023, for a King Street neighborhood birthday celebration.

ADOPTED 24TH DAY OF OCTOBER 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED
OCT 10 2023
BY: ND

Sat. Nov 1

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: East Front/King St Neighborhood Birthday Celebrate
 Organization Name: E. Front/King Neighborhood Associates
 Responsible Contact: Seth Miller
 Address: 617 E. Front St
 City: New Bern State: NC Zip code: 28560
 Phone: 252-670-6023 Alternate Phone: 607-742-9251
 Email: Seth.M.Miller@gmail.com

Street
Closure

Type of Event: Demonstration Festival Parade
 Date of Event: Sat 11/04/2023 Proposed Rain Date: N/A
 Event Set up time: 9:00am Event Tear Down Completed Time: 3:00pm
 Event Start Time: 11:00AM Event End Time: 2:00pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
100 Block of King St (Between E Front and Edgerly)

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)
Neighborhood Outdoor Birthday Celebration on Saturday 11/04/2023

Estimated attendance: 50 or less; Attendance not to exceed: 100
 *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 # X Sizes _____ Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

How will you handle trash generated from the event?
 We are requesting # 0 trash cans.
 We will provide our own bags & dispose of any trash generated ourselves.
 We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.

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: 100 Block of King St

Barricades @ Front + King and @ King and Edgerton

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)

Total Anticipated Charges

Barricades: # 4
\$ 20

Trash Collection: \$ 0

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ 20

Authorized Signature

Date

10/9/2023

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

Administrative Support Supervisor

Date

This application has been approved.

Mari Wamen
Director of Parks & Recreation

Date

10-10-2023

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

City Sponsored Event

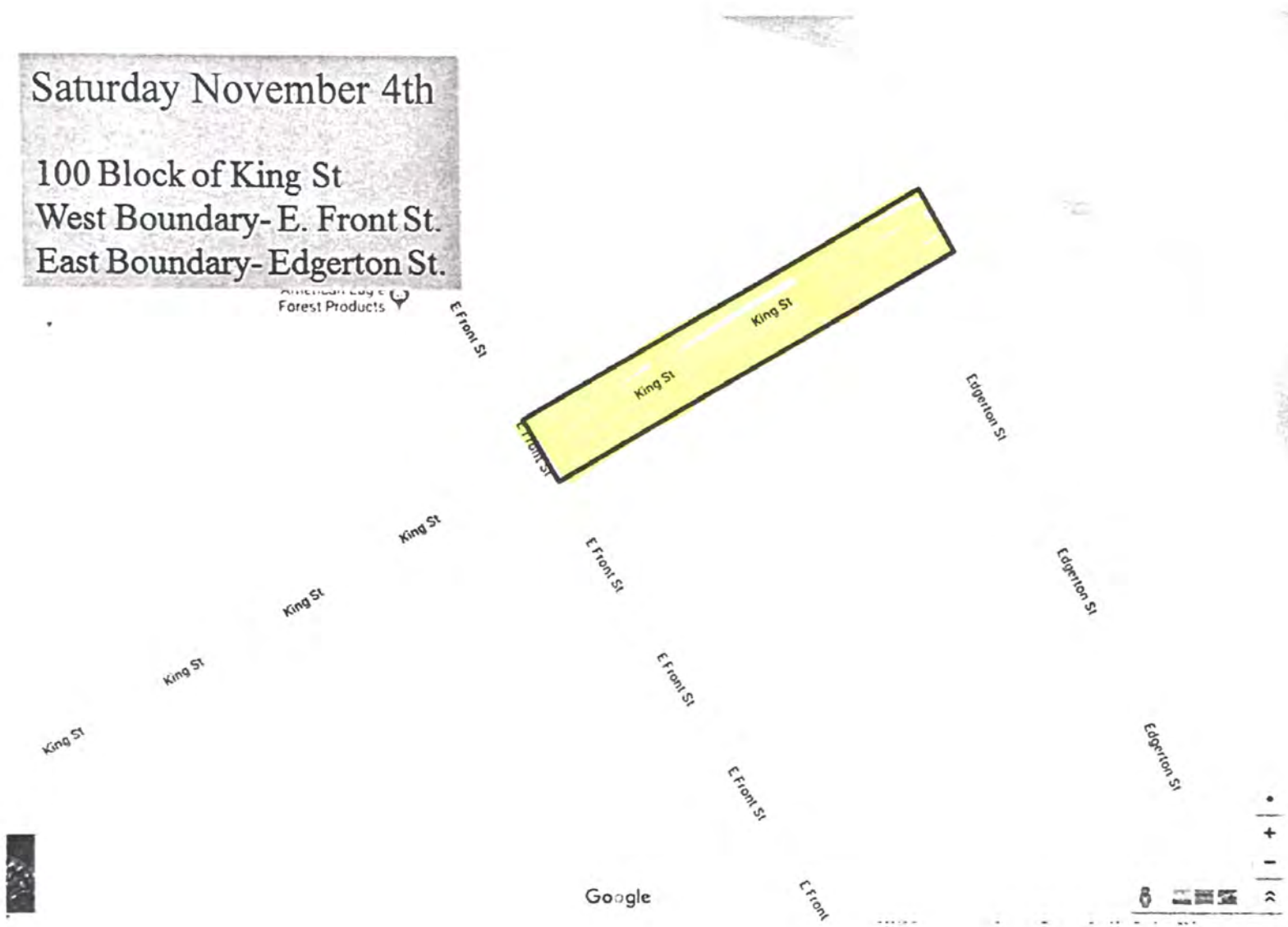
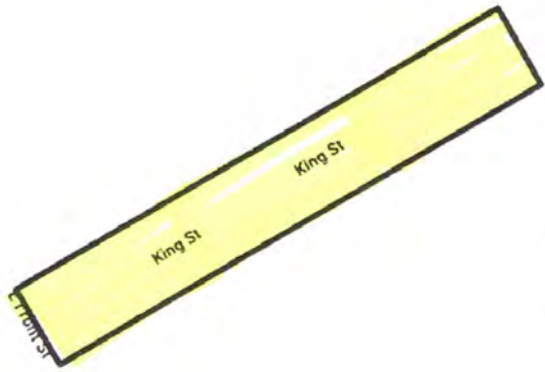
Yes No

Updated 6.3.2019

Saturday November 4th

100 Block of King St
West Boundary- E. Front St.
East Boundary- Edgerton St.

AMERICAN LOG &
Forest Products



Google

We, the undersigned, are aware of the plans for a birthday block party on Saturday November 4th. Setup will begin no earlier than 9:00am, with the celebration lasting from 11:00am-2:00pm, cleanup to be completed by 3:00pm. We support this application for street closure.

Signed,

Name:

Steve Lane

[Signature]

[Signature]

Address:

624 E Front St

622 E Front St / 402 E Front
110 King

704 E Front

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving a Proclamation for Domestic Violence Awareness Month

Date of Meeting: 10/24/2023	Ward # if applicable: N/A
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:	Donna Keys-Bradshaw, Victim Advocate with Coastal Women's Shelter, requested a proclamation recognizing October as Domestic Violence Awareness Month. An event recognizing this observance is scheduled for October 26, 2023.
Actions Needed by Board:	Consider approving a proclamation
Backup Attached:	Proclamation
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



MAYOR'S OFFICE PROCLAMATION

WHEREAS, domestic violence is a pattern of abusive behavior by one person to gain power and control over the other in a relationship; the abuse can manifest as verbal, emotional, physical, financial, technological, or sexual in nature; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, as well as many in our community and throughout the world; and

WHEREAS, one in four women and one in seven men in the United States have experienced physical violence by an intimate partner, and domestic violence is the leading cause of homelessness for women and children; and

WHEREAS, growing up in a home where domestic violence is present is the strongest predictor of a child becoming either a perpetrator or victim of domestic violence later in life; and

WHEREAS, victims often attempt to leave an abusive relationship multiple times before finally terminating the relationship; the most dangerous time for a victim is when they attempt to leave the relationship; and

WHEREAS, while domestic violence impacts millions of people each year, it can be prevented; prevention requires the collective voice and power of individuals, families, institutions, and systems.

NOW, THEREFORE, I, Jeffrey T. Odham, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim that annually the month of October shall be observed as

DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 24th day of October in the year of our Lord Two Thousand and Twenty-Three.

Jeffrey T. Odham, Mayor



AGENDA ITEM COVER SHEET

Agenda Item Title:

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

Date of Meeting: 10/24/2023	Ward # if applicable: NA
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Overtime grant initially provided \$25,000 to be used to reimburse NBPD's overtime budget relating to traffic safety/enforcement; however, this amount was raised in October by \$1,200 for a total of \$26,200.
Actions Needed by Board:	Approval of added funds for this grant.
Backup Attached:	Memo to Mayor Odham, 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: October 24, 2023
Subject: Amendment to the North Carolina Governor's Highway Safety Program

The New Bern Police Department is seeking approval of an additional \$1,200 to be added to the approved GHSP Overtime Grant of \$25,000 (approved by the BOA on August 22, 2023). This would bring the grant monies to \$26,200. The additional funds will be specifically allocated for the attendance of at least 4 New Bern Police Officers to attend the North Carolina Traffic Safety Conference in Greenville, N.C. These additional monies were unsolicited and were offered by state officials to provide these training opportunities. The authorizing state official who recommended this increase is Jesse F. Webb. The amended amount will remain as no matching fund requirements. Our officers who will attend the conference will benefit from the training and improve our service delivery.

[The below was cut and pasted from the original justification memo dated August 22, 2023]

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 to the New Bern Police Department 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.

We recommend approval of this grant amendment.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

AMENDED

Resolution

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
(The Governing Body of the Agency)
(herein called the "Governing Body") has thoroughly considered the problem

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
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF New Bern, NORTH CAROLINA,

THIS 24th DAY OF October, 2023, 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 \$ 26,200 to be made to the Governing Body to assist in defraying
(Federal Dollar Request) the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as
(Local Cash Appropriation) required by the project contract; and
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 10/24/2023

**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 June 30, 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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1022 K Street

Date of Meeting: 10/24/2023	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Lay Team and Remodelers LLC has tendered an offer of \$2,700 for the purchase of 1022 K Street. The property is a vacant 0.086-acre residential lot that was acquired by the City and County in 2022 through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property
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: October 13, 2023
SUBJECT: Offer to Purchase 1022 K Street

Lay Team and Remodelers, LLC has submitted a bid of \$2,700 for the purchase of 1022 K Street. The property is a vacant 0.086-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in June of 2022 through tax foreclosure.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 1022 K Street, Craven County parcel identification number 8-006-045; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,700.00 submitted by Lay Team and Remodelers, LLC; and

WHEREAS, Lay Team and Remodelers, LLC has paid the required five percent (5%) deposit on the offer.

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

Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.

Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

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

Section 7. The terms of the final sale are:

(a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and

(b) The buyer must pay with cash at the time of closing.

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

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

ADOPTED THIS 24th DAY OF OCTOBER, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Lay Team and Remodelers, 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: 1022 1/2 Street

Subdivision Name:

Tax Parcel ID No.: 8-006-045

Plat Reference:

Being all of that property more particularly described in Deed Book 3731, Page 1253 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,700.00 and shall be paid as follows:

(a) \$ 135.00, EARNEST MONEY DEPOSIT with this offer by [X] 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) \$ 2,565.00, 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 Lay Team and Remodelers, 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 [Signature] Seller Initials _____

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

BUYER:

(If an individual)

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

 Phone: _____

SELLER

CRAVEN COUNTY

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

(If a business entity)

By: Andre Williams (SEAL)
 Its: Managing Director
 Date: 10/13/2023
 Address: 6103 Cardinal Drive
New Bern, NC 28560
 Phone: 267-247-2530 layteam101@gmail.com

CITY OF NEW BERN

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

Buyer Initials AW Seller Initials _____

Craven County Geographic Information System



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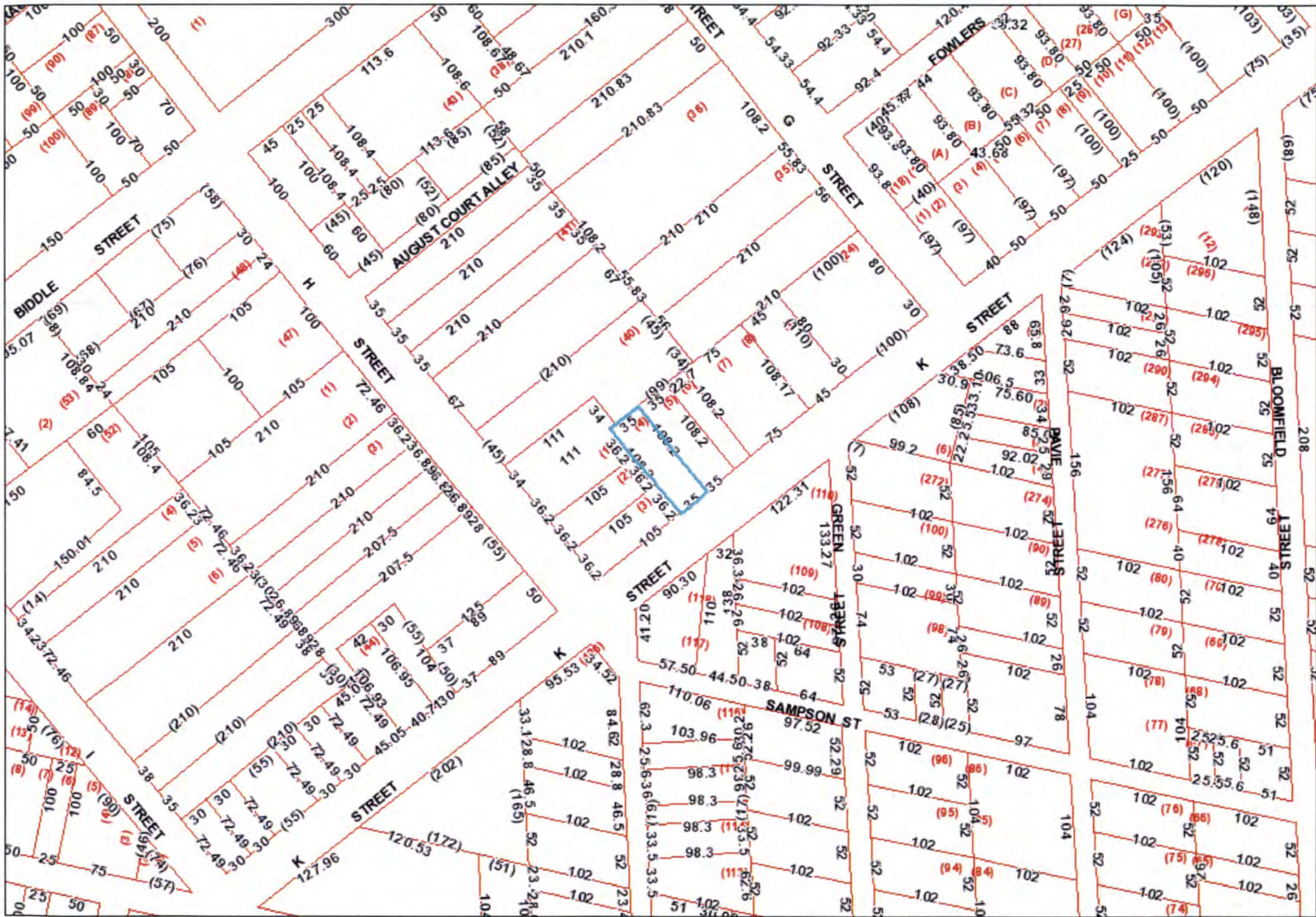
PARCEL ID : 8-006 -045

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1022 K ST		
Subdivision :			
Property Description :	1022 K ST		
Assessed Acreage :	0.086		
Deed Book Page :	3731 1253	Deed Recording Date :	6 28 2022
Land Value :	\$5,400	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$5,400	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	SERVICE - GOVERNMENT OWNED - EXEMPT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
6/28/2022 3731-1253	PERRY, WILLIE	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$6,000

Buildings or improvements where not found on this parcel.



Craven County GIS 1022 K Street PID 8-006-045

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1 inch = 123 feet



1022 K Street



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1127 H Street, PID 8-006-006

Date of Meeting: 10/24/2023	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Lay Team and Remodelers LLC has tendered an offer of \$3,900 for the purchase of 1127 H Street, PID 8-006-006. The property is a vacant 0.24-acre residential lot that was acquired by the City and County in 2019 through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property

Is item time sensitive? Yes No

Cost of Agenda Item:

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

Additional Notes:

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: October 13, 2023

SUBJECT: Offer to Purchase 1127 H Street – PID 8-006-006

Lay Team and Remodelers, LLC has submitted a bid of \$3,900 for the purchase of 1127 H Street. The property is a vacant 0.24-acre residential parcel with a tax value of \$7,800. It was acquired jointly by the City and County in December of 2019 through tax foreclosure.

/beb

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Lay Team and Remodelers, 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: 1127 H Street

Subdivision Name:

Tax Parcel ID No.: 8-006-006

Plat Reference:

Being all of that property more particularly described in Deed Book 3594, Page 0850 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 3,900.00 and shall be paid as follows:

(a) \$ 195.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3,705.00, 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 Lay Team and Remodelers, 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 [Signature] 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)

 Name: _____
 Date: _____
 Address: _____

 Phone: _____

SELLER

CRAVEN COUNTY

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

(If a business entity)

By: *Shirley Williams* (SEAL)
 Its: Managing Director
 Date: 10/13/2023
 Address: 6103 Cardinal Drive
New Bern, NC 28560
 Phone: 267-247-2530 layteam101@gmail.com

CITY OF NEW BERN

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

Buyer Initials *SW* Seller Initials _____

Craven County Geographic Information System



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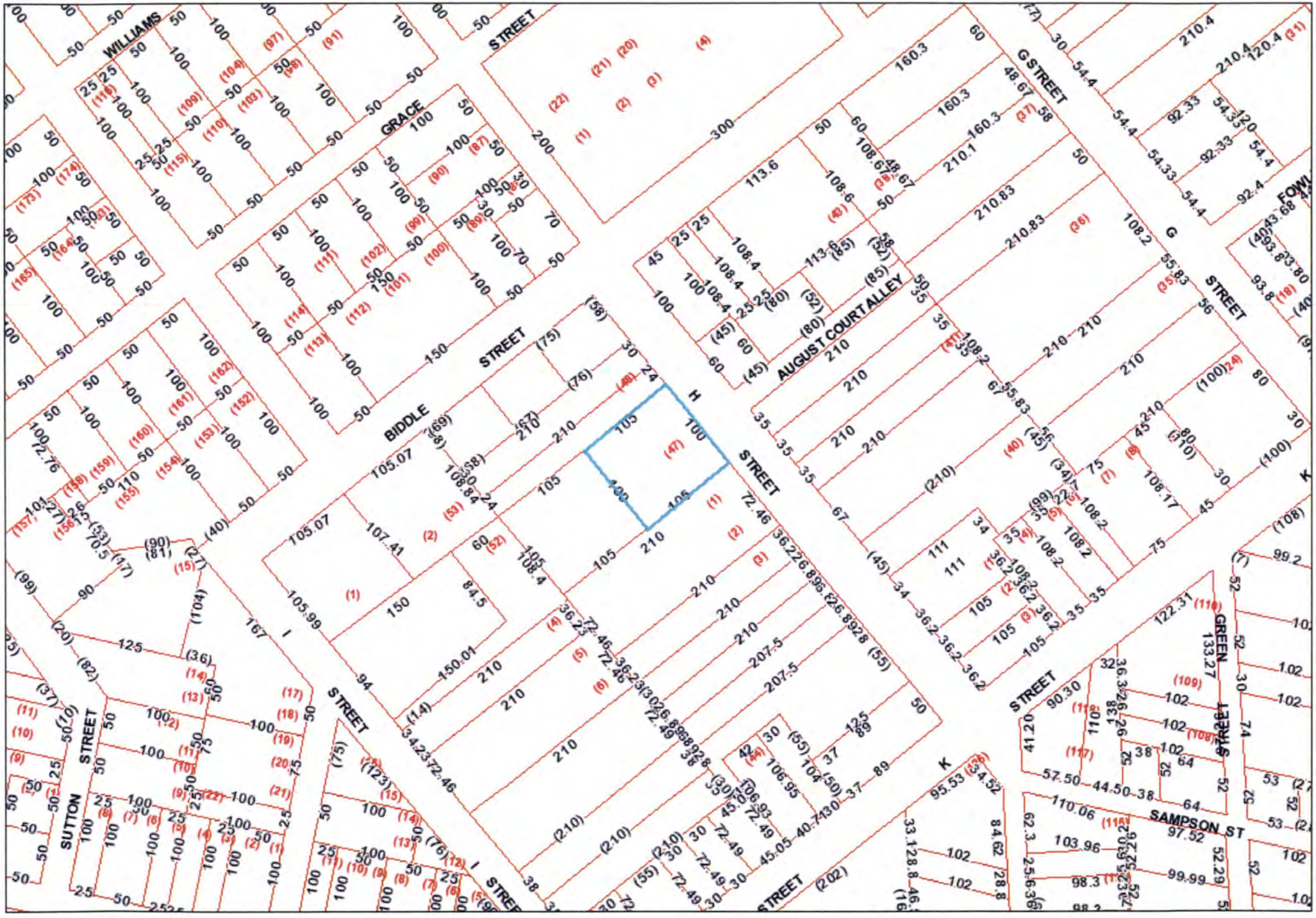
PARCEL ID : 8-006 -006

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1127 H ST		
Subdivision :			
Property Description :	H ST		
Assessed Acreage :	0.24		
Deed Book Page :	3594 0850	Deed Recording Date :	12 5 2019
Land Value :	\$7,800	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$7,800	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
12/5/2019 3594-0850	DILLAHUNT, HOVIES M	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$10,500
7/13/1992 1327-0735	DILLAHUNT, MICHAEL & DORETHA	DILLAHUNT, HOVIES M	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 1127 H Street PID 8-006-006 (Front Parcel)

1 inch = 123 feet

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1127 H Street (Front Parcel – PID 8-006-006)



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1127 H Street, PID 8-006-5000

Date of Meeting: 10/24/2023	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Lay Team and Remodelers LLC has tendered an offer of \$3,900 for the purchase of 1127 H Street, PID 8-006-5000. The property is a vacant 0.242-acre residential lot that was acquired by the City and County in 2018 through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property
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.



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: October 13, 2023
SUBJECT: Offer to Purchase 1127 H Street – PID 8-006-5000

Lay Team and Remodelers, LLC has submitted a bid of \$3,900 for the purchase of 1127 H Street. The property is a vacant 0.242-acre residential parcel with a tax value of \$7,800. It was acquired jointly by the City and County in August of 2018 through tax foreclosure. The parcel sits directly behind PID 8-006-006. The bidder has bid on both parcels, and if they are successful in their bid and the Board approves the sale of both parcels that will address any concerns about this parcel being landlocked.

/beb

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Lay Team and Remodelers, 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: 1127 H Street

Subdivision Name:

Tax Parcel ID No.: 8-006-5000

Plat Reference:

Being all of that property more particularly described in Deed Book 3544, Page 0737 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,900.00 and shall be paid as follows:

(a) \$195.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$3,705.00, 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 Lay Team and Remodelers, 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 [Signature] 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)

 Name: _____
 Date: _____
 Address: _____

 Phone: _____

SELLER

CRAVEN COUNTY

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

(If a business entity)

By: Andre Wins (SEAL)
 Its: Managing Director
 Date: 10/13/2023
 Address: 6103 Cardinal Drive
New Bern, NC 28560
 Phone: 267-247-2530 layteam101@gmail.com

CITY OF NEW BERN

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

Buyer Initials AW 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 10/13/2023 at 12:30:42 PM

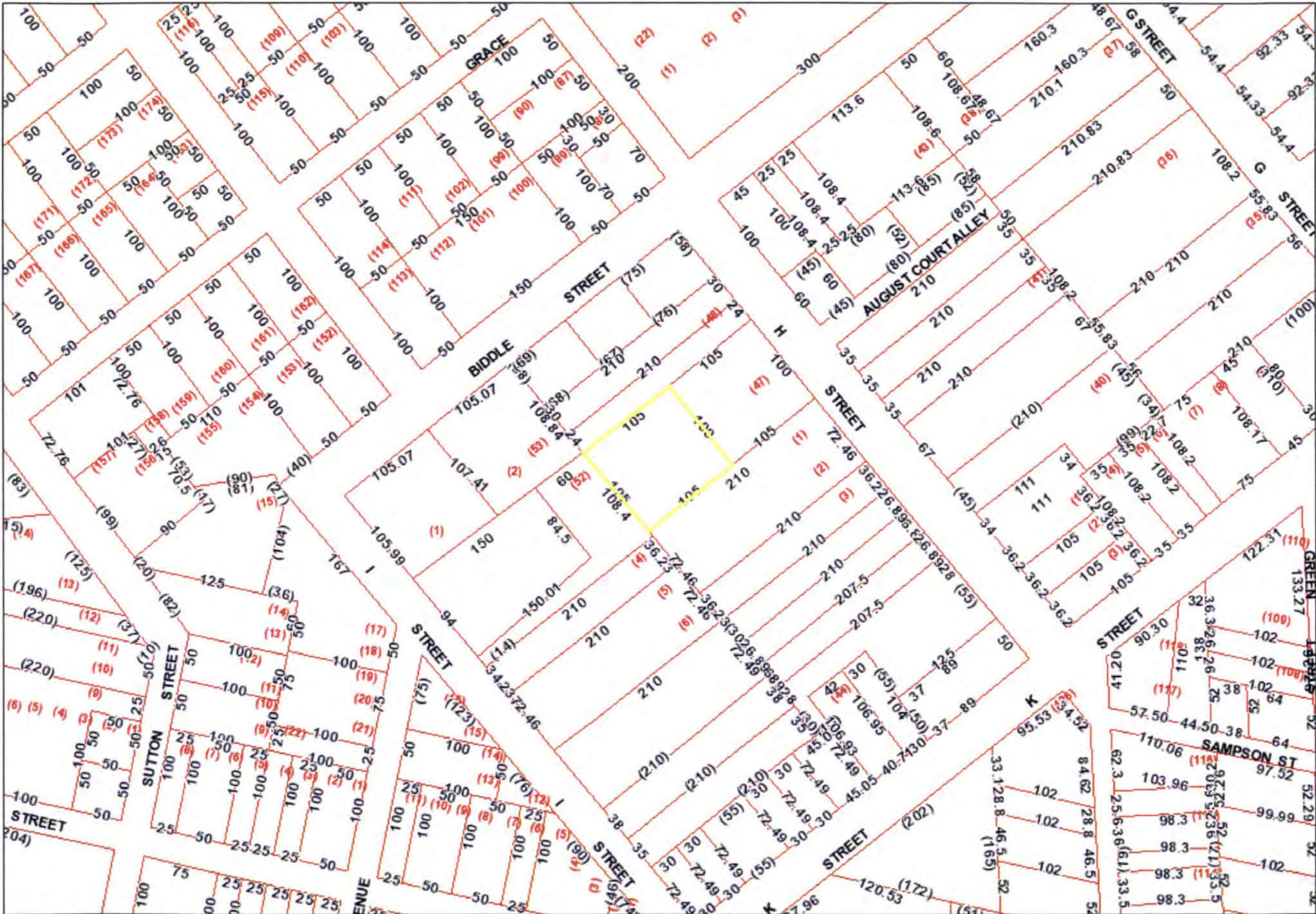
PARCEL ID : 8-006 -5000

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	1127 H ST		
Subdivision :			
Property Description :	PT 47 JERKINS		
Assessed Acreage :	0.242		
Deed Book Page :	3544 0737	Deed Recording Date :	8 8 2018
Land Value :	\$7,800	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$7,800	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/8/2018 3544-0737	DILLAHUNT, JULIA HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,000

Buildings or improvements where not found on this parcel.



Craven County GIS 1127 H Street PID 8-006-5000 (Back Parcel)

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on October 17, 2023 at 5:00:50 PM

1 inch = 123 feet



1127 H Street (Rear Parcel – PID 8-006-5000)



AGENDA ITEM COVER SHEET

Agenda Item Title: Shot-Spotter Presentation

Date of Meeting: 10/24/2023	Ward # if applicable: N/A
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:	Presentation regarding the Shot-Spotter technology and gun related activities in a 1-mile radius within New Bern. The 1-mile radius encompasses the Duffyfield community that includes Trent Court and Craven Terrace.
Actions Needed by Board:	Informational only
Backup Attached:	Memo to Board of Aldermen, PowerPoint presentation
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: October 13, 2023
Subject: ShotSpotter Technology

The New Bern Police Department has been researching the implementation of ShotSpotter Technology for the past few years. We have conducted sight visits to Greenville and have communicated with other agencies pertaining to their ShotSpotter deployment. We believe this technology would greatly benefit our community by reducing future gun violence. This proactive technology would give police officers the ability to respond quicker when gun fire is detected and apprehend those responsible. The technology would also deter those from engaging in gun violence.

The New Bern Police Department has conducted research on gun related activities within the identified area for 2022 and year to date 2023 (August 20, 2023). Our research has revealed that 329 shell casings were recovered based on 38-gun shot related calls for service. In addition, we have verified that of the 64 weapons related events in this area, 54 were determined to be involved in a firearm. The following are also stats worthy of consideration: 21 firearms were recovered, 8 persons received firearm related injuries and 3 persons were murdered.

Based on the proactive measures taken by the NBPD to ensure sufficient coverage of police personnel patrolling this area, our response time, once dispatched, is 1 minute and 6 seconds. This does not account for the time lag involved in citizen notification to police dispatch and call processing. This only accounts for those calls that we do receive. We know that most shots fired incidents are never called into police dispatch.

ShotSpotter technology provides real time information to police when a firearm is discharged. This includes the location where a gun was discharged and, in most cases, the type of weapon used. This technology will be used in conjunction with NIBIN to help link ballistic evidence to other incidents in New Bern and other jurisdictions.

The cost of the program would be \$66,300 for the first year. This would include a one-time payment of \$16,800 to interface ShotSpotter with our CAD system (Tyler Technology). The cost of the program is \$49,500 per year. This is a discounted amount based on New Bern's population.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

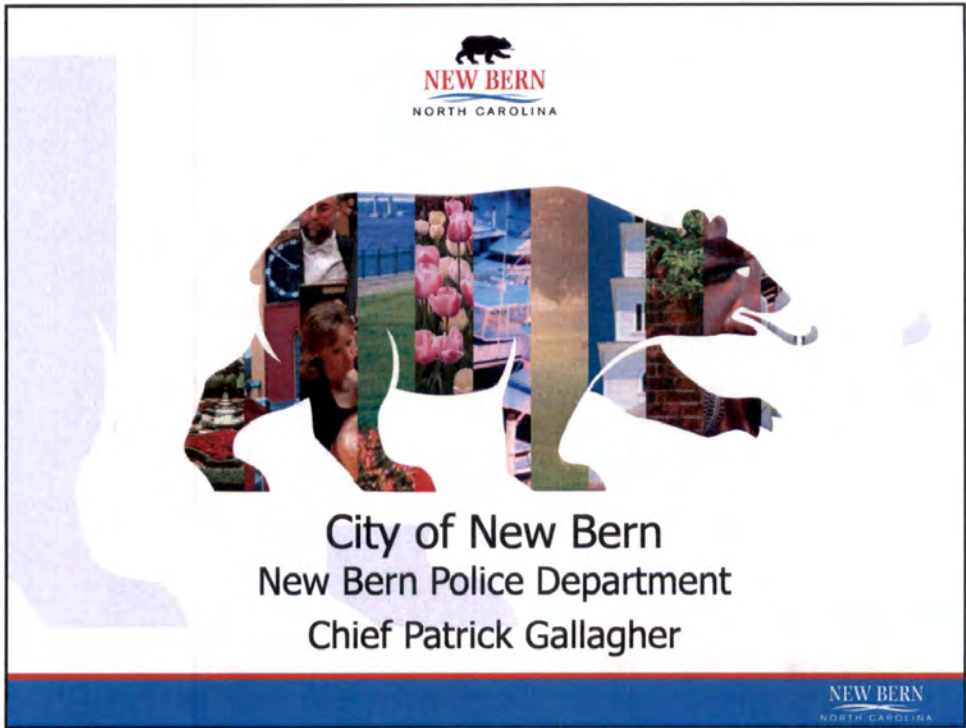
We have sought grants in the past, however, we have not been successful. We are also seeking support from stakeholders in the area to help in funding the program.

We have communicated our intent to implement this program to the Greater Duffyfield Residents Council to educate the community about the program and seek their support. Although the discussions have been preliminary only, there is currently support for implementation.

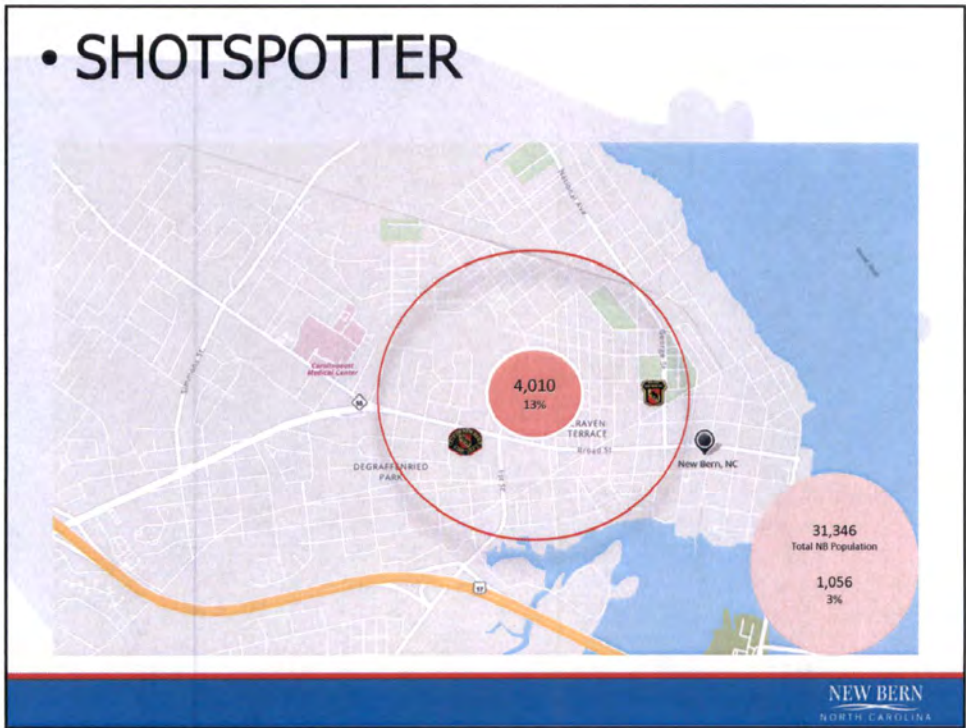


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1



2

ABOUT SHOTSPOTTER

1 Square
Mile
Radius

Provides gunshot detection and location

Intends to assist law enforcement become aware of most gunfire incidents with a faster response to the area

In operation for over 20 years and is incorporated within over 90 cities in the United States

NEW BERN
NORTH CAROLINA

3

How Does ShotSpotter Work?



- When a firearm is used; sensors pick up the impulsive sound
- A computer provides a triangulation of pinpoints regarding the location of the gunfire
- A machine classifier confirms the sound as coming from a firearm and will identify the number of shots
- An acoustic expert will review each incident and will publish the confirmed gunshots
- Alerts will be sent to police for immediate rapid response to the precise location
- Within minutes, officers will arrive to the crime scene with greater situational awareness

NEW BERN
NORTH CAROLINA

4

Benefits of ShotSpotter



- Enhance Investigations- improve evidence collection (recover more shell casings with precise location of shots fired)
- Locate more witnesses
- Identify shooters more rapidly
- Disrupt the shooting cycle

NEW BERN
NORTH CAROLINA

5

Benefits of ShotSpotter (Cont.)

- Integration of services- works collectively with technology already implemented within NBPD
- Gunshot/ Shots fired incident data can be automatically transferred to CAD and RMS from the ShotSpotter system



NEW BERN
NORTH CAROLINA

6



Research Revealed:

- Without ShotSpotter, only **12%** of the actual firearm discharges in a given area are reported to police.
- This was confirmed by data provided by Greenville Police Department.

7

1 Square Mile 2022 – YTD 2023 (August 20, 2023)



Average Response Time is slightly over 1 minute

NEW BERN
NORTH CAROLINA

8

Cost Per Square Mile as of 8/8/2023

SALES DIRECTOR:		Jack Pontious	TERMS:		Net 30
QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT	
1.0 mi ²	One-time ShotSpotter Service Initiation fee	Included		\$0	
1	One-time ShotSpotter Onboarding fee	Included		\$0	
1.0 mi ²	ShotSpotter Respond Annual Subscription Services for Year 1	\$49,500* per mi ²		\$49,500	
1.0 mi ²	ShotSpotter Respond Annual Subscription Services for Year 2	\$49,500* per mi ²		\$49,500	
1.0 mi ²	ShotSpotter Respond Annual Subscription Services for Year 3	\$49,500* per mi ²		\$49,500	
1.0 mi ²	ShotSpotter Respond Annual Subscription Services for Year 4	\$49,500* per mi ²		\$49,500	
1.0 mi ²	ShotSpotter Respond Annual Subscription Services for Year 5	\$49,500* per mi ²		\$49,500	
				SUBTOTAL	\$247,500
Custom Interface to ShotSpotter (Import)				TAX RATE	
				SALES TAX	-
				OTHER	
Total Tyler Services				TOTAL	\$247,500
		One Time Fees	Recurring Fees		
		\$ 16,800	\$ 0		

\$66,300

9

Questions?

10

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sell 1101 Main Street

Date of Meeting: 10/24/2023	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	After advertising a bid of \$3,000 for the purchase of 1101 Main Street, no upset bids were received. The Board is asked to consider the sale of the property.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, quitclaim deed, offer to purchase, map and pictures of the property
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: October 13, 2023
SUBJECT: Sale of 1101 Main Street

After receiving a bid of \$3,000 from Kurtis Stewart for the purchase of 1101 Main Street, the Board adopted a resolution on September 26, 2023 to initiate the upset bid process. The bid was advertised, but no upset bids were received. The property is a vacant 0.138-acre parcel with a tax value of \$6,000. It was acquired jointly by the City and County in January of 2007 through tax foreclosure, and the County subsequently conveyed its interest to the City in August of 2007.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City located at 1101 Main Street, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was in the sum of \$3,000.00 by Kurtis Stewart of 1003 Mulford Ct., Knightdale, NC 27545; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for the bid amount of \$3,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Kurtis Stewart in the sum of \$3,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 1101 Main Street, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said 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 piece or parcel of land lying with the buildings and improvements thereon erected, situate, lying and being in the City of New Bern, County of Craven, and in the State of North Carolina, more particularly bounded and described as follows:

A parcel of land located at the Southwest corner of Main Street and Eubank 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.

ADOPTED THIS 24th DAY OF OCTOBER, 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 24th day of October, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North, ("Grantor"); to **KURTIS STEWART**, whose mailing address is 1003 Mulford Court, Knightdale, NC 27545, ("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 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 October, 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 October, 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:

All that certain piece or parcel of land lying with the buildings and improvements thereon erected, situate, lying and being in the City of New Bern, County of Craven, and in the State of North Carolina, more particularly bounded and described as follows:

A parcel of land located at the Southwest corner of Main Street and Eubank 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.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1101 Main Street

Subdivision Name:

Tax Parcel ID No.: 8-007-0034

Plat Reference:

Being all of that property more particularly described in Deed Book 2640, Page 637 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,000.00 and shall be paid as follows:

(a) \$150.00, EARNEST MONEY DEPOSIT with this offer by [x] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$2,850.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

Kurtis Stewart

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 KS Seller Initials

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

BUYER:

SELLER

(If an individual)

CITY OF NEW BERN


 _____ (SEAL)
 Name: Kurtis Stewart
 Date: 08/29/23
 Address: 1003 Mulford Ct
 Knightdale, NC 27545
 Phone: 252-561-504-7917

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

(If a business entity)

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

 Phone: _____

Buyer Initials KS Seller Initials _____

Craven County Geographic Information System



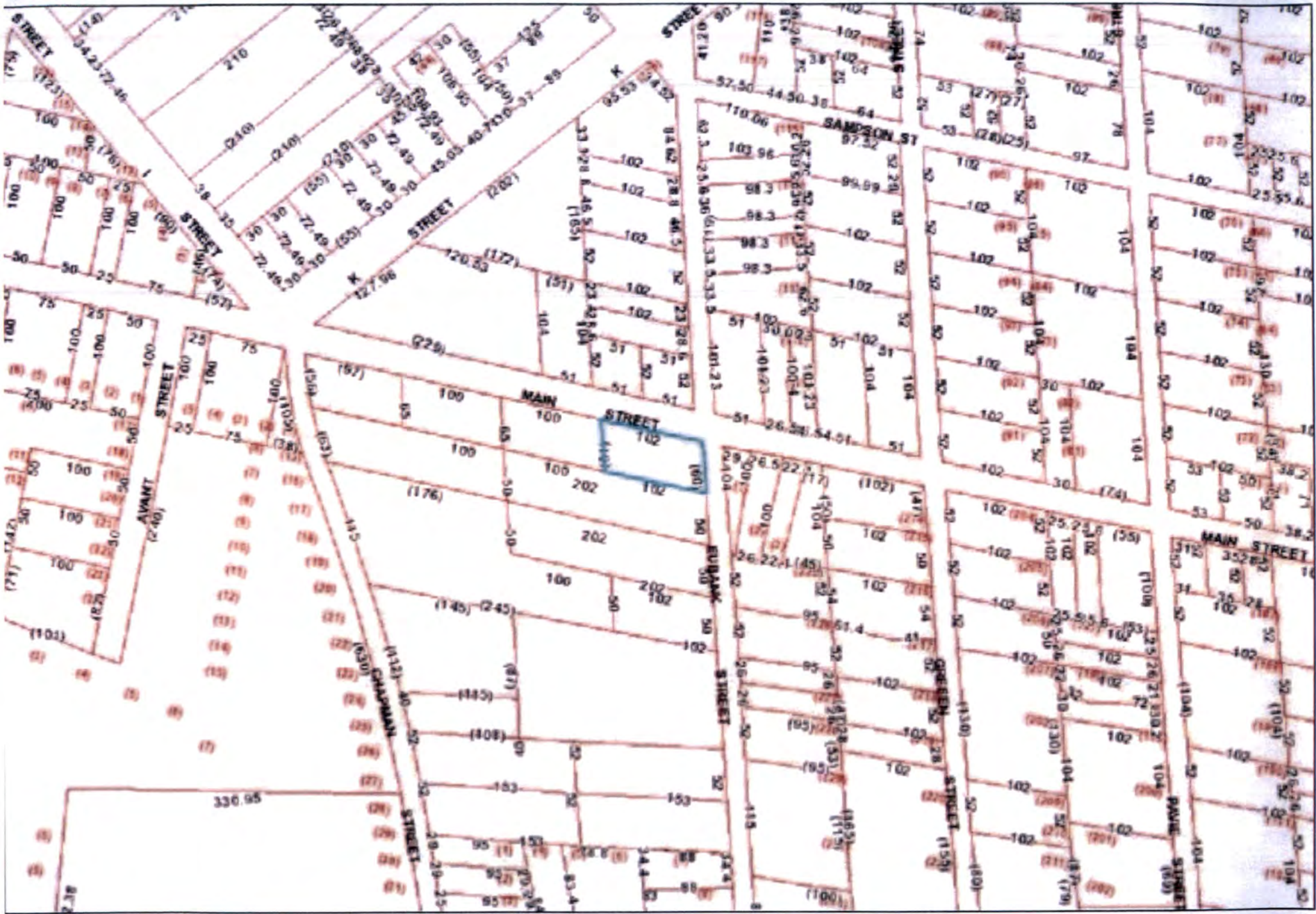
Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 8/29/2023 at 4:42:30 PM
PARCEL ID : 8-007 -004

Owner :	NEW BERN-CITY OF		
Mailing Address :	PO BOX 1129 NEW BERN, NC 28563		
Address of Property :	1101 MAIN ST		
Subdivision :			
Property Description :	LOT 232 FARMVILLE		
Assessed Acreage :	0.138		
Deed Book Page :	2640 0637	Deed Recording Date :	8 28 2007
Land Value :	\$6,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$6,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/28/2007 2640-0637	CRAVEN COUNTY & NEW BERN-CITY OF	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0
2/21/2007 2567-0292	PEARSON, JAMES C	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$9,000

Buildings or improvements where not found on this parcel.



Craven County GIS 1101 Main St

1 inch = 123 feet



1101 Main Street



1101 Main Street



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 1307 Main Street PID: 8-013-188

Date of Meeting: 10/11/2023	Ward # if applicable: 2
Department: Redevelopment Commission	Person Submitting Item: Zeb Hough
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 accept Ms. London's offer to purchase 1307 Main Street PID: 8-013-188. Ms. London has successfully met all requirements for the Redevelopment Commission's process of presentation, plan review, and upset bid.
Actions Needed by Board:	We are requesting that the Board of Aldermen consider approving the attached resolution which conveys the real property identified as Tax Parcel ID 8-013-188 to Ms. London.
Backup Attached:	Resolution and memo attached
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

MEMO TO: Mayor and Board of Aldermen

FROM: Marvin Williams
Assistant City Manager

DATE: October 11, 2023

SUBJECT: Approval of the Redevelopment Commission's Sale of 1307 Main Street

Background Information

Jacki B. London submitted an offer of \$4,040.00 for the purchase of 1307 Main Street. The bid was advertised, but no upset bids were received. The property is a vacant .057-acre residential lot owned by the Redevelopment Commission. The tax value of the property is \$5,400.00.

This conveyance is subject to certain restrictive covenants requiring the upkeep of the property in compliance with the redevelopment plan. As the parcel is adjacent to her primary residence, she is eager to begin owning it and expand her lot size. Board of Aldermen approval is required before any closing documents can be executed.

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") has received an offer to purchase a parcel of property owned by the Commission located at 1307 Main Street, New Bern, North Carolina and being more particularly described herein; and

WHEREAS, the Board of Aldermen must approve any sale of real property by the Commission pursuant to North Carolina General Statute §160A-514; and

WHEREAS, Jacki B. London of 1305 Main Street, New Bern, North Carolina 28560 has offered to purchase the property for the sum of \$4,050.00; that no increased bids were received, and the Commission deemed it advisable and in furtherance of its redevelopment plan to sell the subject property to the successful bidder for the bid amount of \$4,050.00, subject to covenants, restrictions and conditions and to convey its interest in said property by quitclaim deed.

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

Section 1. That the sale of said parcel bearing the postal enumeration for the City of New Bern of 1307 Main Street, and being more particularly described herein, to Jacki B. London for the sum of \$4,050.00 be and the same is hereby approved, and the Chairman and Vice Chairman of the Redevelopment Commission of the City of New Bern be and they are hereby authorized to execute any required contracts, deeds, and other instruments and take all steps necessary to effectuate the sale of said property to the purchaser.

Section 2. That the conveyance of said property shall be subject to certain covenants, restrictions and conditions, a copy of which are attached hereto as Exhibit A and are incorporated herein by reference.

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

All that certain tract or parcel of land located in the City of New Bern in that part thereof which has been laid off into lots and streets and known as Hendersonville, and being Lot Number 4 in Block E, situated on Main Street according to the map or plan of Hendersonville which is recorded in the Office of the Register of Deeds of Craven County in Book 192, Page 474. The house situated thereon bears the Number 1307 Main Street according to the postal enumeration of houses for the City of New Bern.

SAVE AND EXCEPT FROM Lot Number 4, Block E, 4½ feet for the perpetual right-of-way and easement for ingress, egress and regress over and across and upon the driveway for the use and benefit of Lots 3 and 4 in Block E of Hendersonville.

Being the same property conveyed by Lipman Realty Company, Inc. by deed dated March 11, 1952 to Carrie Fonville, widow. And being the same land conveyed to John B. Hall and wife, Caroline G. Hall, by E. Lamar Sledge by deed recorded in Book 545, Page 439 in the office of the Register of Deeds of Craven County. This being the same property described in that deed dated July 3, 1996 from Lathan T. Nobles and wife to Harry W. Johnson, Jr. and wife and recorded in Book 1522, Page 657, Craven County Registry.

Being also that same property conveyed by Harry W. Johnson, Jr., single, to the City of New Bern by deed dated May 12, 2015 recorded in Book 3368 at Page 658 of the Craven County Registry.

ADOPTED THIS 24th DAY OF OCTOBER, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

1. No motor vehicle that is junked, partially wrecked, fails to display a current license plate, fails to display a current North Carolina inspection sticker, or is non-operative, shall be placed or allow to remain on the real property described herein.
2. No stripped, partially wrecked or junked motor vehicle or boats, or parts thereof, shall be permitted to be parked or kept on the real property described herein.
3. No structures shall be erected, placed, or permitted to remain on the real property described herein.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

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

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

Street Address: 1307 Main Street

Subdivision Name:

Tax Parcel ID No.: 8-013-188

Plat Reference:

Being all of that property more particularly described in Deed Book 3640, Page 1169 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 4,050.00 and shall be paid as follows:

(a) \$ 260.00, EARNEST MONEY DEPOSIT with this offer by [x] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3,790.00, 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 and § 160A-514. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by the City of New Bern's Board of Aldermen pursuant to G.S. §160A-514. The deed is to be made to Jacki B. London.

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 [Signature] 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: Jacki B. London

Date: 08/08/2023

Address: 1305 Main Street
New Bern, NC 28560

Phone: 252-259-7350

jacki@embourgnmail.com

(If a business entity)

By: _____ (SEAL)

Its: _____

Address: _____

Phone: _____

SELLER

REDEVELOPMENT COMMISSION
OF THE CITY OF NEW BERN

(SEAL)

By: _____

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 8/8/2023 at 3:16:17 PM

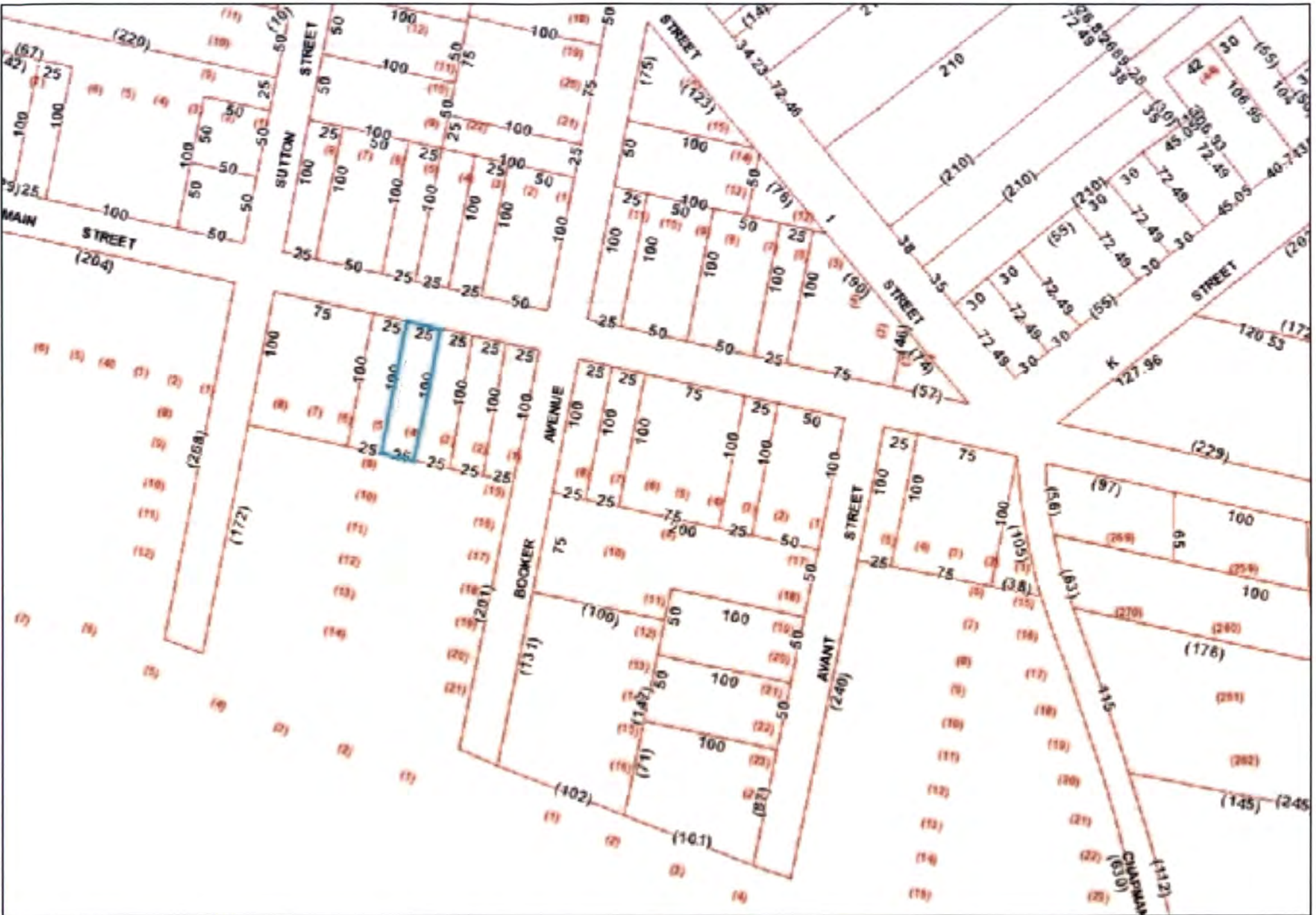
PARCEL ID : 8-013 -188

Owner :	REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN		
Mailing Address :	PO BOX 1129 NEW BERN, NC 28563		
Address of Property :	1307 MAIN ST		
Subdivision :			
Property Description :	1307 MAIN ST		
Assessed Acreage :	0.057	Deed Recording Date :	11 17 2020
Deed Book Page :	3640 1169	Recorded Survey :	
Land Value :	\$5,400	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$5,400	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - TRACT SUITABLE FOR COMMERCIAL DEVELOPMENT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
11/17/2020 3640-1169	NEW BERN-CITY OF	REDEVELOPMENT COMMISSION OF THE	MULTI-PARCEL SALE-2 OR MORE PA	\$0
7/2/2015 3368-0658	JOHNSON, HARRY W JR	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0
9/4/1998 1649-0371	JOHNSON, HARRY W JR & PATRICIA H	JOHNSON, HARRY W JR	MULTI-PARCEL SALE-2 OR MORE PA	\$0
7/3/1996 1522-0657	JOHNSON, HARRY W JR & PATRICIA H &	JOHNSON, HARRY W JR & PATRICIA H	MULTI-PARCEL SALE-2 OR MORE PA	\$0
7/3/1996 1522-0657	JOHNSON, HARRY W JR & PATRICIA H &	JOHNSON, HARRY W JR & PATRICIA H	MULTI-PARCEL SALE-2 OR MORE PA	\$0
7/15/1992 1327-1079	DUNN, J D	JOHNSON, HARRY W JR & PATRICIA H &	MULTI-PARCEL SALE-2 OR MORE PA	\$56,000

Buildings or improvements where not found on this parcel.



Craven County GIS 1307 Main Street PID 8-013-188

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on August 8, 2023 at 3:18:07 PM

1 inch = 91 feet





Craven County GIS 1307 Main Street

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on October 18, 2023 at 9:51:57 AM

1 inch = 58 feet



AGENDA ITEM COVER SHEET

Agenda Item Title:

Discuss and consider Adopting a Resolution to close streets for the 2023 City of New Bern Christmas Parade.

Date of Meeting: October 24, 2023	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Does the Governing Board want the City to coordinate the Christmas Parade? If so, the City of New Bern Parks and Recreation Department has requested to close the 300-600 blocks of Broad Street and the 200-300 blocks of Craven Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 blocks of George Street from 8:00 a.m. until 1:00 p.m. on December 2, 2023, for the City of New Bern Christmas Parade.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo - Map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: N/A



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

Kari Warren, CPRP
Interim Director of Parks & Recreation

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



Date: October 18, 2023
Memo To: Mayor and Board of Aldermen
From: Kari Warren, CPRP
Director of Parks and Recreation
Re: Street Closure for City of New Bern Christmas Parade.

Background Information:

As requested, the Board of Aldermen would like to discuss coordination of the 2023 Christmas Parade by the City. If given direction to move forward, the Parks and Recreation Department will organize and oversee the parade. To facilitate the parade, it is requested the 300-600 blocks of Broad Street and the 200-300 blocks of Craven Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 blocks of George Street from 8:00 a.m. until 1:00 p.m. on December 2, 2023.

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

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

RESOLUTION

THAT WHEREAS, the Parks and Recreation Department is hosting the City of New Bern Christmas Parade and requests the 300-600 blocks of Broad Street and the 200-300 blocks of Craven Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 block of George Street from 8:00 a.m. until 1:00 p.m. for the line-up of the parade on Saturday, December 2, 2023; and

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

That the 300-600 blocks of Broad Street, and the 200-300 blocks of Craven Street be closed to vehicular traffic from 9:30 a.m. until 1:00 p.m., as well as the 400-800 blocks of George Street from 8:00 a.m. until 1:00 p.m. on December 2, 2023, for the City of New Bern Christmas Parade.

ADOPTED THIS 24th DAY OF OCTOBER 2023.


JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

New Bern Christmas Parade

2023

Legend

 George St



AGENDA ITEM COVER SHEET

Agenda Item Title: Seeking Support for the Application that has been submitted for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,179.00.

Date of Meeting: 10/24/2023	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:	Grant funds will be utilized to procure nine AEDs.
Actions Needed by Board:	Seeking support for the application that has been submitted for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,179.00.
Backup Attached:	Memorandum, Grant Application, City of New Bern Resolution, JAG Resolution.
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$176.00
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:



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 and Board of Aldermen
FROM: Patrick L. Gallagher, Chief of Police
SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program (JAG)
DATE: September 29, 2023

Background

The New Bern Police Department respectfully requests support for the application that has been submitted for grant funding from FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (JAG). Grant funds would be utilized to purchase nine Automated External Defibrillators (AED's) to be placed in patrol vehicles and/or police facilities. The New Bern Police Department believes that these tools will further our ability to provide timely services to our community members in hopes of saving lives.

Additionally, this project aligns with one of BJA's key "areas of emphasis," namely equipment for law enforcement programs. Having and utilizing this equipment would assist in improving the community trust in our police department.

Recommendation

It is recommended that the Board of Alderman support the submitted application for the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (JAG) to receive funding in the amount of \$14,179.00 to proceed with the purchase of the AED's. No matching funds required.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

RESOLUTION

WHEREAS, since at least 2009, the City of New Bern Police Department has submitted applications for funding and received several grant awards from the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, this year an application was submitted on August 22, 2023, seeking funding in the amount of \$14,179.00, which requires no matching funds; and

WHEREAS, if awarded, the funds will be utilized to purchase nine Automated External Defibrillators (AED's) to be placed in patrol vehicles and/or police facilities.

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

That support is hereby expressed for the above-mentioned application submitted to the FY2023 Edward Byrne Memorial Justice Assistance Grant Program for funding to purchase nine Automated External Defibrillators (AED's) to be placed in patrol vehicles and/or police facilities which will further the ability to provide timely services to the community.

ADOPTED THIS 24TH DAY OF October 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Program Narrative – City of New Bern, NC Police Department
FY 2023 Local Application**

Attachment: Program Narrative

The mission of the New Bern, NC Police Department is to positively impact the community by partnering with citizens and businesses to improve the quality of life and maintain a safe place to live, work and visit. The New Bern Police Department employs a community policing philosophy in an attempt to reduce crime and increase partnerships throughout the community. Throughout the year, we emphasize these partnerships and set aside time outside of typical duties to converse and socialize with members of our community. At events such as Coffee with a Cop, National Night Out, Citizens Police Academy, and many city functions, you can find officers in a relaxed setting, proactively engaging the community.

With JAG funding this year, the New Bern PD would like to purchase nine (9) Automated External Defibrillators (AED's) to be placed in patrol vehicles and/or police facilities. During 2022, officers responded to 508 medical calls for service and in the first half of 2023 officers have responded to 225 medical calls. The medical calls include breathing problems, cardiac respiratory arrest, chest pain, heart problems, and overdoses. The New Bern PD believes that these tools will further our ability to provide timely services to our community members in hopes of saving lives.

Additionally, this project would provide equipment to improve the response of officers to medical calls for service, and it aligns with one of BJA's key "areas of

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Program Narrative – City of New Bern, NC Police Department
FY 2023 Local Application**

emphasis,” namely equipment for law enforcement programs. Having and utilizing this equipment would assist in improving the community trust in our police agency.

Staff in the Department’s Operations and Services Division will be responsible for collecting the data required for this program’s performance measures and will ensure the proper and timely recording of them in BJA’s Performance Management Tool (PMT).

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Budget Narrative – City of New Bern, NC Police Department
FY 2023 Local Application**

Attachment: Budget and Budget Narrative

Budget

Equipment	Cost per unit	Quantity	Total Cost
American AED Law Enforcement Package	\$1,595.00	9	\$14,355.00
Total Federal Request			\$14,179.00
Total City Funds			\$176.00

Budget Narrative

FY 2023 JAG funds are proposed for the following:

The purchase of nine (9) American AED Law Enforcement packages which includes a Phillips HeartStart FRx Defibrillator, 8-year warranty, 1 pair of Smart Pads II, 1 battery with 4-year warranty, user manual, quick reference guide, HeartStart FRx carrying case, demonstration and training video, AED+CPR responder kit, inspection and maintenance tag.

The City of New Bern will utilize city funds to pay the remaining \$176.00 that is not covered by the grant.

AGENDA ITEM COVER SHEET

Agenda Item Title:

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

Date of Meeting: 10/24/2023	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:	Amend RDC budget; recognize grants
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: October 13, 2023
RE: Amendment to the FY 2023-24 Operating Budget

Redevelopment Commission Fund

The Redevelopment Commission is requesting a budget amendment appropriating \$32,820 from fund balance. The budget amendment request and resolution are attached.

Grants Fund

The Grants Fund is amended to recognize an award in the amount of \$14,179 from the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program for the purchase eight automated external defibrillators (AEDs) by the Police Department. It is also amended to recognize an increase of \$1,200 to the North Carolina Governor's Highway Safety Program overtime grant for the Police Department. No matches are required.

Requested Action

It is requested that the Board considers adopting the enclosed budget amendment at its meeting on October 24, 2023.

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

FROM: Kim Ostrom, Director of Finance

Meeting Date: October 24, 2023

EXPLANATION:

The Redevelopment Commission (RDC) is requesting a budget amendment in the amount of \$32,820. The RDC's resolution and budget amendment request are attached. The Grants Fund is amended to recognize an award in the amount of \$14,179 from the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program for the purchase eight automated external defibrillators (AEDs) by the Police Department. It is also amended to recognize an increase of \$1,200 to the Police Department's overtime grant from the North Carolina Governor's Highway Safety Program. No matches are required.

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

\$ 15,379

Schedule U - REDEVELOPMENT FUND

Increase: Redevelopment

\$ 32,820

Section 2 - Estimated Revenues

Schedule K - GRANTS FUND

Increase: Grants - Police

\$ 15,379

Schedule U - REDEVELOPMENT FUND

Increase: Fund Balance Appropriated

\$ 32,820

NATURE OF TRANSACTION:

- ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
 TRANSFER WITHIN ACCOUNTS OF SAME FUND
 OTHER: FUND BALANCE APPROPRIATED

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED OCTOBER 24, 2023
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK

RESOLUTION

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

That the Redevelopment Commission of the City of New Bern hereby requests the Board
of Aldermen of the City of New Bern approve the attached budget amendment request, dated
September 13, 2023, and incorporated by reference herein.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2023.



Beth Walker, CHAIRMAN



Zeb Hough, CONSULTANT

**CITY OF NEW BERN
REDEVELOPMENT COMMISSION
Budget Amendment Request**

Request must be submitted to Finance the Wednesday two weeks prior to the Board of Aldermen meeting

Account #71190 - Other Professional Services				
Item Description	Justification	Current Budget	Increase/ (Decrease)	Revised Budget
1 Planning retreat	Professional Services			15,000
2 Consulting/ strategic planning	School of Government			250
Account #72310 - Utilities				
Item Description	Justification	Current Budget	Increase/ (Decrease)	Revised Budget
1 Eubanks Project	Monthly Billing			1,100
2 Walt Bellamy Project	Monthly Billing			3,000
Account #74910 - Other Supplies & Materials				
Item Description	Justification	Current Budget	Increase/ (Decrease)	Revised Budget
1 Commission Supplies	Meals/Travel/ent.			1,000
2 Insurance	General Liability Premium			700
3 Advertisement	Upset Bid Costs			1,700
Account #75520 - Land & Structures				
Item Description	Justification	Current Budget	Increase/ (Decrease)	Revised Budget
1 OPC CRAVEN COUNTY TAX DEP	Tax			65
2 OPC TAX SERVICE FEE 024	Tax			5
3 Landscaping and upkeep (PW)	Monthly costs of Parcel upkeep			10,000

Form Completed by


Initials

Approved by Commission on: 10.11.23
Redevelopment Commission Chair

Signature

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the Stanley White Recreation Center Project Fund

Date of Meeting: 10/24/2023	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 Stanley White Recreation Center Project Fund
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: October 13, 2023

RE: Amendment to the Stanley White Recreation Center Project Fund

Current

This ordinance amends the Stanley White Recreation Center (SWRC) Project Fund by transferring the remaining SWRC funds from the Hurricane Florence FEMA Project Fund including \$826,249 in FEMA funds and \$500,000 in insurance funds. It is also amended by short-term loan proceeds of \$3,500,000.

Requested Action

It is requested that the Board considers adopting the enclosed budget amendment at its meeting on October 24, 2023.

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE
STANLEY WHITE RECREATION CENTER PROJECT FUND**

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

Section 1. That Section 2 of the Stanley White Recreation Center Project Fund Ordinance adopted on July 11, 2023 is hereby amended to recognize additional appropriation:

Increase: Stanley White Recreation Center \$4,826,249

Section 2. That Section 2 of the Stanley White Recreation Center Project Fund Ordinance adopted on July 11, 2023 is hereby amended to recognize revenue:

Increase: Proceeds from Short-Term Installment Purchase \$3,500,000
Transfer from Hurricane Florence Fund \$1,326,249

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 24TH DAY OF OCTOBER 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



NEW BERN
CITY OF NEW BERN
300 Pollock Street, P.O. Box 1129
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City Manager
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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.