

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 27, 2024 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

4. Consider Adopting a Resolution to Close the 1000 Block of Bern Street for the Unveiling of a Historical Marker for Laretta Bryant Smith.
5. Consider Adopting a Resolution to Close the 600 Block and a Portion of the 700 Block of Pollock Street for the Daughters of the American Revolution Celebration of the Constitution.
6. Consider Adopting a Resolution to Close the 3600 Block of Cranberry Lane for the Sienna Woods 5th Annual Neighborhood Picnic.
7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1110 Mechanic Street.
8. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Law Enforcement Liaison.
9. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program for Overtime.
10. Approve Minutes.

11. Consider Adopting:
 - a) a Resolution Approving the Redevelopment Commission's Sale of 1002 Walt Bellamy Drive to the Housing Authority of the City of New Bern, N.C.;
 - b) a Resolution Approving the Redevelopment Commission's Sale of 1004 Walt Bellamy Drive to the Housing Authority of the City of New Bern, N.C.; and
 - c) a Resolution Approving the Redevelopment Commission's Sale of 1006 Walt Bellamy Drive to the Housing Authority of the City of New Bern, N.C.
12. Consider Adopting a Resolution Approving the Sale of Parcel ID 8-013-016 on Lincoln Street.

13. Consider Adopting a Resolution to Amend the On-Call Engineering Contract to Add WithersRavenel as an Additional Vendor.
14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with WithersRavenel for Task Order #1 of the Duffyfield Community Stormwater Enhancements Project, Phase 2-3.
15. Consider Adopting a Resolution Approving the Acquisition of Property at 1505 North Hills Court and Authorizing the City Manager to Execute a Settlement Statement (HUD-1) Associated with FEMA's Hazard Mitigation Assistance Program DR 4393-0029.
16. Consider Adopting a Budget Ordinance Amendment for Fiscal Year 2025.
17. Appointment(s).
18. Attorney's Report.
19. City Manager's Report.
20. New Business.
21. Closed Session.
22. Adjourn.

Aldermen

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



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

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

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: August 22, 2024

Re: August 27, 2024 Agenda Explanations

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

Consent Agenda

4. **Consider Adopting a Resolution to Close the 1000 Block of Bern Street for the Unveiling of a Historical Marker for Laretta Bryant Smith.**

(Ward 1) The John Thomas Barber 1956-1970 Association and Theta Beta Omega Chapter of Alpha Kappa Alpha Sorority will be unveiling and installing a historical marker on private property to honor the life of Laretta Bryant Smith. To facilitate the event, they have requested the 100 block of Bern Street be closed to vehicular traffic on September 21, 2024 from 11 a.m. until 2:30 p.m. A rain date is not sought. A memo from Kari Warren, Director of Parks and Recreation, is attached along with the event application and a map of the area.

5. **Consider Adopting a Resolution to Close the 600 Block and a Portion of the 700 Block of Pollock Street for the Daughters of the American Revolution Celebration of the Constitution.**

(Ward 1) The Daughters of the American Revolution have requested to close to vehicular traffic the 600 block and a portion of the 700 block of Pollock Street on September 17, 2024 from 2:30 p.m. until 4:30 p.m. for an event celebrating the signing of the constitution. A rain date is not sought. A memo from Mrs. Warren is attached along with the event application and a map of the area.

6. Consider Adopting a Resolution to Close the 3600 Block of Cranberry Lane for the Sienna Woods 5th Annual Neighborhood Picnic.

(Ward 3) The Sienna Woods Picnic Committee has requested to close the 3600 block of Cranberry Lane from 9 a.m. until 9 p.m. on September 28, 2024 for the Sienna Woods of Carolina Colours' 5th annual neighborhood picnic. A rain date of September 29, 2024 has been requested. A memo from Mrs. Warren is attached along with the application and a map of the area are attached.

7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1110 Mechanic Street.

(Ward 5) Julius Rodriguez and Krystal Rutledge have submitted a bid of \$6,000 for the purchase of 1110 Mechanic Street. The property is a vacant 0.114-acre residential tract with a tax value of \$6,000. It was acquired by the City and County in June 2019 through tax foreclosure. A memo from Brenda Blanco, City Clerk, is attached along with the offer to purchase, tax card, pictures and a map of the property.

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

At the August 13, 2024 meeting, the Board adopted a resolution approving a \$30,000 grant from the NC Governor's Highway Safety Program to defray the cost of a New Bern sworn officer serving as a liaison to promote safety programs. The grant requires no match. The resolution adopted at that meeting was prepared by staff, and the State requires its standardized resolution be executed instead. Thus, this item is back before the Board for approval of the execution of the new resolution. A memo from Police Chief Gallagher is attached.

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

Like the previous item, the Board adopted a resolution on August 13, 2024 approving a \$25,000 grant for overtime incurred by police officers performing traffic safety and enforcement. The grant requires no match. The resolution adopted at that meeting was also prepared by staff, and the State requires its standardized resolution be executed. Thus, this item is also back before the Board for approval of the new resolution. A memo from Chief Gallagher is attached.

10. Approve Minutes.

Draft minutes from the August 13, 2024 meeting are provided for review and approval.

11. Consider Adopting:

- a) a Resolution Approving the Redevelopment Commission's Sale of 1002 Walt Bellamy Drive to the Housing Authority of the City of New Bern, N.C.;
- b) a Resolution Approving the Redevelopment Commission's Sale of 1004 Walt Bellamy Drive to the Housing Authority of the City of New Bern, N.C.; and
- c) a Resolution Approving the Redevelopment Commission's Sale of 1006 Walt Bellamy Drive to the Housing Authority of the City of New Bern, N.C.

(Ward 1) The New Bern Housing Authority has submitted a proposal to purchase the homes at 1002, 1004 and 1006 Walt Bellamy Drive at \$164,000 per home, for a total of \$492,000. The allocated cost to build the homes was \$429,385.44. Proceeds from the sales will be used to reinvest in other development projects within the redevelopment boundary. The Redevelopment Commission adopted resolutions on August 14, 2024 in support of the sales. The Board of Aldermen must approve any sale of real property owned by the Commission. A memo from Zeb Hough, Executive Director of the Redevelopment Commission, is attached.

12. Consider Adopting a Resolution Approving the Sale of Parcel ID 8-013-016 on Lincoln Street.

(Ward 1) After receiving a bid of \$4,250 from BCJ Development LLC bid for the purchase of property on Lincoln Street identified as Tax Parcel ID 8-013-016, the Board adopted a resolution on March 26, 2024 to initiate the upset bid process. The bid was advertised, but no upset bids received. The parcel is a vacant 0.195-acre residential tract with a tax value of \$8,500. It was acquired jointly by the City and County in May 2017 through tax foreclosure. If the property is sold for this bid, the City will receive \$811.89 and the County \$3,438.11 from the proceeds. A memo from Ms. Blanco is attached with a quitclaim deed, copy of the offer to purchase, a map of the lot, current pictures of the property, and the tax card.

13. Consider Adopting a Resolution to Amend the On-Call Engineering Contract to Add WithersRavenel as an Additional Vendor.

On June 27, 2023, the Board adopted a resolution approving an on-call engineering agreement with TRC Engineers for a period of three years. TRC was one of six proposals received and received the highest scoring. Public Works is requesting an agreement also be entered into with WithersRavenel, the second highest scoring firm, so they too can provide on-call engineering services. It is desired that WithersRavenel facilitate engineering services related to the Duffyfield Community Stormwater Enhancement Projects. A memo from George Chiles, Director of Public Works, is attached.

14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with WithersRavenel for Task Order #1 of the Duffyfield Community Stormwater Enhancements Project, Phase 2-3.

This resolution seeks authorization for the City Manager to execute a contract with WithersRavenel for Task Order #1 of the Duffyfield Community Stormwater Enhancements Project, Phase 2-3 at a contracted amount of \$433,000. The firm's

services will include necessary engineering related to administration, inspection, and reporting during the construction phase. A memo from Mr. Chiles is attached.

15. Consider Adopting a Resolution Approving the Acquisition of Property at 1505 North Hills Court and Authorizing the City Manager to Execute a Settlement Statement (HUD-1) Associated with FEMA's Hazard Mitigation Assistance Program DR 4393-0029.

(Ward 5) The homeowners at 1505 North Hills Court have opted to voluntarily sell their property as part of FEMA's Hazard Mitigation Assistance Program Project DR 4393-0029 for acquisition and demolition. The owners will receive \$106,000, which was the value of the property as of September 16, 2018. By approving the resolution, the City of New Bern accepts the title to this property and agrees to imposed restrictions that the property remain a perpetual open space. A memo from D'Aja Fulmore, Community Development, Coordinator, is attached.

16. Consider Adopting a Budget Ordinance Amendment for Fiscal Year 2025.

This budget ordinance amendment appropriates \$7,000 from the General Fund fund balance to cover stucco repairs at the old Firemen's Museum located at 408 Hancock Street. The building is owned by the City. It also amends the MSD Fund to appropriate \$24,500 from fund balance for downtown tree maintenance services. A memo from Kim Ostrom, Director of Finance, is attached.

17. Appointment(s).

- a) George "Eric" Jones resigned from the Board of Adjustment due to scheduling conflicts. Alderman Kinsey is asked to make a new appointment to fill the remainder of Mr. Jones' term which expires on June 30, 2025.
- b) Mike Duffy, an alternate on the Board of Adjustment, has resigned. A new appointment is needed to fill the remainder of his term which expires June 30, 2026. This appointment is open to the Mayor or any Alderman.
- c) Charles Schulz was recently appointed to the Police Civil Service Board. However, he is ineligible to serve, and a new appointment is needed to fill a term that will expire on June 30, 2026.
- d) Alderman Bob Brinson was appointed by the Board on September 27, 2022 to serve on the MPO Transportation Advisory Committee. With his resignation, a new appointment from the Board is needed to serve in this capacity.
- e) Alderman Bob Brinson also served on the Bike & Pedestrian Plan Advisory Committee, and a replacement is needed to fill his seat. This seat also must be filled by a member of the Board of Aldermen. Meetings are held at least quarterly.
- f) Sarah Proctor's term on the Redevelopment Commission expired August 14, 2024. She is eligible for reappointment and has expressed a desire to continue serving. It is requested she be considered for reappointment or, in the alternative, that a new appointment is made to fill Seat 1.

18. Attorney's Report.

19. **City Manager's Report.**
20. **New Business.**
21. **Closed Session.**
22. **Adjourn.**

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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street for the Unveiling of a Historical Marker.

Date of Meeting: August 27, 2024	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:	John Thomas Barber 1956-1970 and Theta Beta Omega Chapter of Alpha Kappa Alpha Sorority has requested to close the 1000 block of Bern Street between Cypress and Guion Streets be closed to vehicular traffic on Saturday, September 21, 2024, from 11:00 a.m. until 2:30 p.m. for the placement and unveiling of a historical marker honoring the life of Laurretta Bryan Smith.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map - Application
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



Date: August 6, 2024

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Director of Parks and Recreation

Re: Street Closure for the Placement and Unveiling of a Historical Marker.

Background Information:

John Thomas Barber Alumni Association 1956-1970 and Theta Beta Omega Chapter of Alpha Kappa Alpha Sorority has made a request to close the 1000 block of Bern Street between Cypress and Guion Streets to vehicular traffic on Saturday, September 21, 2024, from 11:00 a.m. until 2:30 p.m. for the placement and unveiling of a historical marker honoring the life of Lauretta Bryan Smith. The marker will be placed on private property adjacent to the Smith's homestead.

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 John Thomas Barber Alumni Association 1956-1970 and Theta Beta Omega Chapter of Alpha Kappa Alpha Sorority, Inc. have requested the 1000 block of Bern Street between Cypress and Guion Streets be closed to vehicular traffic for the unveiling of a historical marker honoring Laretta Bryant Smith on Saturday, September 21, 2024, from 11:00 a.m. until 2:30 p.m.; and

WHEREAS, Mrs. Laretta Smith was a 1925 Valedictorian Graduate of West Street High School, and she earned a Bachelor of Arts degree from Shaw University in 1929. As an accomplished composer, arranger, and musician, she wrote the words and music to the John Thomas Barber High School alma mater and was a music and English teacher in Craven and Jones Counties. The marker will be placed on private property adjacent to the Smith's homestead.; 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 1000 block of Bern Street between Cypress and Guion Streets be closed to vehicular traffic from 11:00 a.m. until 2:30 p.m. on September 21, 2024, for the placement and unveiling of a historical marker on private property to honor the life of Laretta Bryant Smith.

ADOPTED THIS 27TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA BLANCO, CITY CLERK

RECEIVED

AUG 02 P.M.

VEN

CITY OF NEW BERN

Street Closing
Sept. 21, 24
Sat

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

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

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

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

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

Name of Event/Activity:

Lauretta Bryant Smith Historical

Organization Name:

Linda Simmons - Henry

Responsible Contact:

Address:

725 Main St

City:

New Bern

State:

NC

Zip code:

27519

Phone:

919-889-8212

Alternate Phone:

252-637-6089

Email:

Lshenry25@gmail.com

Type of Event:

☐ Demonstration

☐ Festival

☐ Parade

Date of Event:

Sept 21 2024

Proposed Rain Date:

Event Set up time:

10:00 AM

Event Tear Down Completed Time:

2:30 PM

Event Start Time:

12:30

Event End Time:

2:00 PM

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

The Event will be at 1008 Bern Street
on the corner of Bern + Cypress St (Unveiling
of a Historical Marker for Lauretta Smith)

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 Unveiling of a Historical Marker in
honor of Lauretta Bryant Smith

Estimated attendance:

100

; Attendance not to exceed:

200

*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: _____

1000 Block Bern St. between Cypress & Guion Streets

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)

Lynnda Simmons Henry
Authorized Signature

Aug 7, 2024
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

8-7-2024
Date

Total Anticipated Charges

Barricades: # 4
\$ \$5.00

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ 20.00

- ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____
- ☒ Approved by Department Date: 8-7-2024 Staff Initials: KW
- ☒ Submitted for Board Approval Date: 8-7-2024 Staff Initials: KW
- ☐ All Paperwork collected Date: _____ Staff Initials: _____
- ☐ All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No

Updated 6-3-2019



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a specific street for the Daughters of the American Revolution.

Date of Meeting: August 27, 2024	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:	Daughters of American Revolution has requested to close the 600 block and a portion of the 700 block of Pollock Street from George Street to Eden Street to vehicular traffic from 2:30 p.m. until 4:30 p.m. on Tuesday, September 17, 2024, for Celebration of the Constitution.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map – Application
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: N/A

Aldermen

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



Kari Warren, CPRP
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: August 8, 2024

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Director of Parks and Recreation

Re: Street Closure for Daughters of the American Revolution.

Background Information:

Daughters of the American Revolution requested to close the 600 block and a portion of the 700 block of Pollock Street from George Street to Eden Street to vehicular traffic for the Celebration of the Constitution to be held from 2:30 p.m. until 4:30 p.m. on Tuesday, September 17, 2024.

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, Daughters of the American Revolution has scheduled a celebration of the constitution and requested the 600 block and a portion of the 700 block of Pollock Street from George Street to Eden Street be closed to vehicular traffic from 2:30 p.m. until 4:30 p.m. on Tuesday, September 17, 2024; 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 600 block and a portion of the 700 block of Pollock Street from George Street to Eden Street be closed to vehicular traffic from 2:30 p.m. until 4:30 p.m. on September 17, 2024, for the Daughters of the American Revolution Celebration of the Constitution.

ADOPTED THIS 27TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA BLANCO, CITY CLERK

RECEIVED

AUG 05 P.M.

Sept. 17
Tuesday**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: Celebration of the Constitution
 Organization Name: Daughters of the American Revolution
 Responsible Contact: Susan Lucas
 Address: 3 Bentley Lane
 City: New Bern State: NC Zip code: 28560
 Phone: 252-288-5330 Alternate Phone: 252-571-3013
 Email: Susanlucas249@gmail.com

- Type of Event: ☐ Demonstration ☒ Festival ☐ Parade
- Date of Event: Sept. 17, 2024 Proposed Rain Date: none
- Event Set up time: 2:30 pm Event Tear Down Completed Time: 4:30 pm
- Event Start Time: 3:15 pm Event End Time: 4:00 pm
- Are you selling any goods or services? ☐ Yes* ☒ No
- Are you charging an admission fee or collecting donations? ☐ Yes* ☒ No

600 & 700
Bikes

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

In front of Tryon Palace gates on Pollock Street

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

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

To raise awareness of Constitution week & celebrate the signing of the Constitution

Estimated attendance: 50; Attendance not to exceed: 75.

*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 # 2 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: Parts of Pollock &

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

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

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

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

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

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

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

- ☐ A detailed map – including the location, route with beginning and ending point and street names included.
- ☐ Written Statement of how and when business's/residents affected are (were) informed of road closure.

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

- ☐ Certificate of Insurance from organizer & vendors – 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 (Event) layout
- ☐ Notification statement to residents/businesses (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Susan Lucas
Authorized Signature

8-6-24
Date

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

Administrative Support Supervisor

Date

This application has been approved.

Mari Warren
Director of Parks & Recreation

8-5-2024
Date

Total Anticipated Charges

Barricades: # _____
\$ _____

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

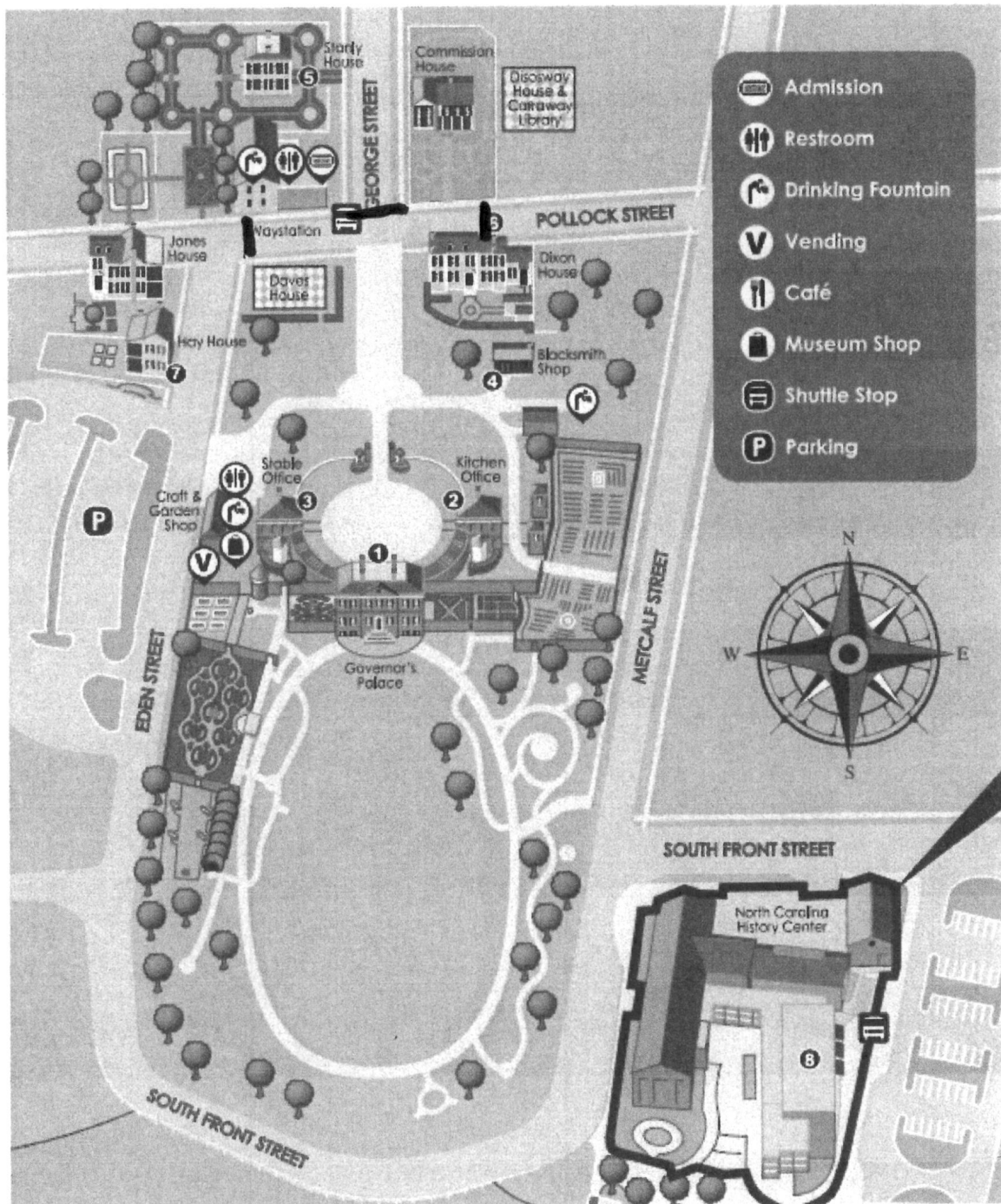
Park/Facility Rental: \$ _____

Total Due: \$

- ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____
- ☒ Approved by Department Date: 8-5-24 Staff Initials: SW
- ☒ Submitted for Board Approval Date: 8-9-24 Staff Initials: SW
- ☐ All Paperwork collected Date: _____ Staff Initials: _____
- ☐ All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No



On September 17/ 2024, Pollock Street will be closed to traffic from the 400 block to the 700 block. George Street will be closed at the intersection with Pollock. These closings will be from 2:30-4:30 pm. These roads will be closed to ensure the safety of those participating in the "Celebration of the Constitution," an event commemorating the signing of the Constitution. After a brief ceremony that starts at 3:15 pm, bells will be rung to commemorate the time when the last person signed the Constitution – 4 pm. The event is free and open to the public. Please direct any questions to Susan Lucas (susanlucas249@gmail.com).

AGENDA ITEM COVER SHEET

Agenda Item Title:

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

Date of Meeting: August 27, 2024	Ward # if applicable: Ward 3
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Sienna Woods of Carolina Colours has made a request to close the 3600 block of Cranberry Lane to vehicular traffic from 9:00 a.m. until 9:00 p.m. on Saturday, September 28, 2024, with a rain date of September 29, 2024, for Sienna Woods of Carolina Colours 5 th Annual Neighborhood Picnic.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map - Petition
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: N/A

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

Additional Notes: N/A

Aldermen

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



Kari Warren, CPRP
Director of Parks & Recreation

Jeffrey T. Odham
Mayor

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



Date: August 19, 2024

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Director of Parks and Recreation

Re: Street Closure for Sienna Woods Neighborhood Picnic of Carolina Colours.

Background Information:

Sienna Woods of Carolina Colours has made a request to close the 3600 block of Cranberry Lane to vehicular traffic from 9:00 a.m. until 9:00 p.m. on Saturday, September 28, 2024, with a rain date of September 29, 2024, for Sienna Woods of Carolina Colours 5th Annual Neighborhood Picnic.

Recommendation:

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

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

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

RESOLUTION

THAT WHEREAS, Sienna Woods of Carolina Colours has scheduled its 5th Annual Neighborhood Picnic and requested the 3600 block of Cranberry Lane be closed to vehicular traffic from 9:00 a.m. until 9:00 p.m. on Saturday, September 28, 2024, with a rain date of September 29, 2024; and

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

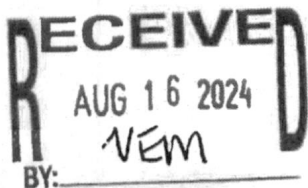
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the 3600 block of Cranberry Lane be closed to vehicular traffic from 9:00 a.m. until 9:00 p.m. on September 28, 2024, with a rain date of September 29, 2024, for a neighborhood picnic in the Sienna Woods Neighborhood of Carolina Colours.

ADOPTED THIS 27th DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



Street Closing
Sept 28
Saturday

CITY OF NEW BERN

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

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

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

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

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

Name of Event/Activity: Sienna Woods Annual Picnic (Carolina Colours)

Organization Name: Picnic Committee

Responsible Contact: Jerry Trenholm

Address: 3602 Cranberry Lane

City: New Bern State: NC Zip code: 28562-8462

Phone: 703.966.0020

Alternate Phone: _____

Email: mainer1125.jt@gmail.com

Type of Event:

☐ Demonstration

☒ Festival

☐ Parade

Date of Event: September 28, 2024

Proposed Rain Date: September 29, 2024

Event Set up time: 9:00am

Event Tear Down Completed Time: 9:00pm

Event Start Time: 3:00pm

Event End Time: 7:30pm

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

3600 block, Cranberry Lane (Carolina Colours), New Bern, NC 28562-8462

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

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

Annual Neighborhood Picnic

Estimated attendance: 95; Attendance not to exceed: 150

*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 # 4 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:** Map Attached

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

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

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

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

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

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

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

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

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

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

The following items must be submitted with Application:

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

Authorized Signature

August 8, 2024

Date

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

Administrative Support Supervisor

Date

This application has been approved.

Director of Parks & Recreation

Date

Total Anticipated Charges

Barricades: # _____
\$ _____

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ _____

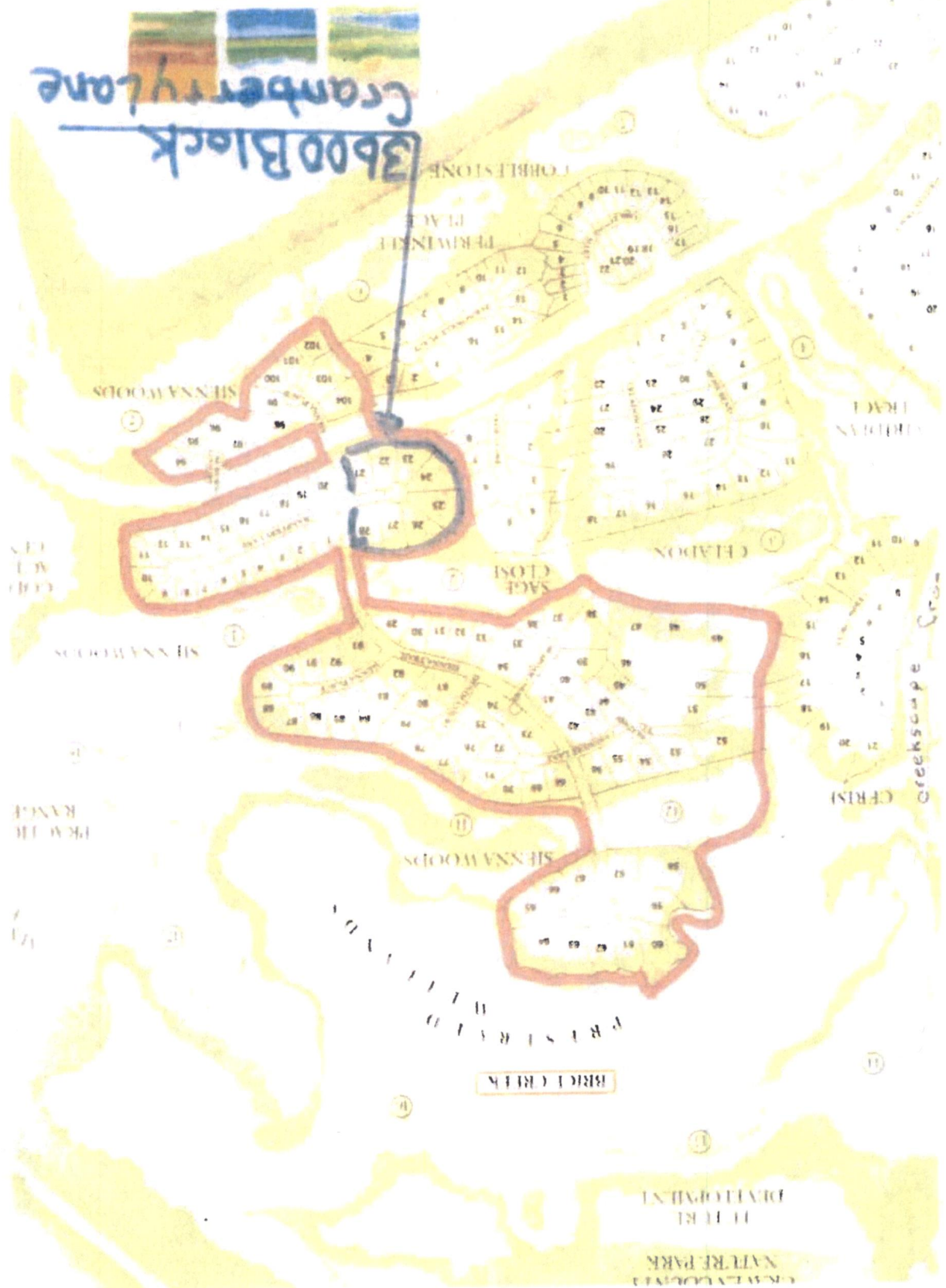
- ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____
- ☐ Approved by Department Date: _____ Staff Initials: _____
- ☐ Submitted for Board Approval Date: _____ Staff Initials: _____
- ☐ All Paperwork collected Date: _____ Staff Initials: _____
- ☐ All fees collected \$ _____ Date: _____ Staff Initials: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

City Sponsored Event

☐ Yes ☐ No

Updated 6.3.2019

CAROLINA COLOUR

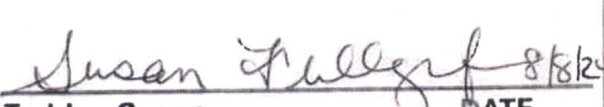
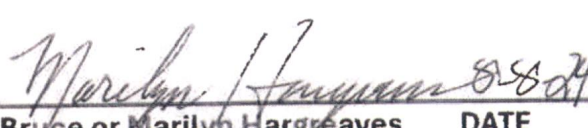
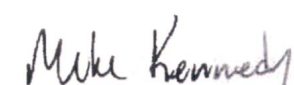

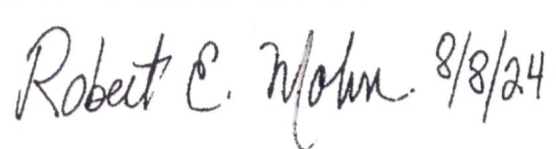
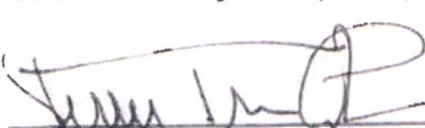


August 8, 2024

Sienna Woods Annual Picnic

Request Closer of 3600 block of Cranberry Lane

September 28th with September 29th Rain Date

3601 Cranberry Lane (lot 21)  _____ Todd or Susan Concur/ non-concur DATE 8/8/24	3603 Cranberry Lane (lot 22)  _____ Bruce or Marilyn Hargreaves Concur/ non-concur DATE 8/8/24
Lot 23 – undeveloped N/A	3607 Cranberry Lane (lot 24)  _____ Mike or Sue Kennedy Concur/ non-concur DATE 8/8/24
3606 Cranberry Lane (lot 25)  _____ Marc Bolton Concur/ non-concur DATE 8/8/2024	3604 Cranberry Lane (lot 26)  _____ Bob or Mary Beth Mohn Concur/ non-concur
3602 Cranberry Lane (lot 27)  _____ Jerry Trenholm Concur/ non-concur DATE Aug 8, 2024	3600 Cranberry Lane (lot 28) Rental Property VACANT

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1110 Mechanic Street

Date of Meeting: 8/27/2024	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:

Explanation of Item:	Julius Rodriguez and Krystal Rutledge have submitted a bid of \$6,000 for the purchase of 1110 Mechanic Street. The property is a vacant 0.114-acre residential tract. It was acquired by the City and County in June 2019 through tax foreclosure.
Actions Needed by Board:	Consider adopting a resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax property card, pictures, and map 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: August 16, 2024
SUBJECT: Offer to Purchase 1110 Mechanic Street

Julius Rodriguez and Krystal Rutledge have submitted a bid of \$6,000 for the purchase of 1110 Mechanic Street. The property is a vacant 0.114-acre residential tract with a tax value of \$6,000. It was jointly acquired by the City and County in June 2019 through tax foreclosure. Attached are current pictures of the property, the tax card, offer to purchase, and a map of the lot.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property located at 1110 Mechanic Street, being identified as Craven County parcel identification number 8-014-226 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 \$6,000.00 submitted by Julius Rodriguex and Krystal Rutledge; and

WHEREAS, Julius Rodriguez and Krystal Rutledge have 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 Julius Rodriguez and Krystal Rutledge.

ADOPTED THIS 27th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

Julius Rodriguez & Krystal Rutledge, 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: 1110 Mechanic Street, New Bern, NC 28560

Subdivision Name: Mechanicsville

Tax Parcel ID No.: 8-014-226

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3575, Page 567 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 6,000 and shall be paid as follows:

(a) \$ 150.00 ~~300.00~~, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ money order + cash ~~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) \$ 5,850.00 ~~5,850.00~~, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:** 57600

(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 Julius Rodriguez & Krystal Rutledge

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 JR KR 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)

J. Rodriguez K. Rutledge (SEAL)
 Name: Julius Rodriguez & Kaye Rutledge
 Date: July 11, 2024
 Address: 15365 Kennett Square Way
Beardysville, MO 64013
 Phone: 240-918-9263 / 240-412-3107
juliusrodriguez267@gmail.com
Kaye - Rutledge@hotmail.com

(If a business entity)

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

SELLER

CRAVEN COUNTY

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

CITY OF NEW BERN

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

Buyer Initials _____ Seller Initials _____

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 3/1/2024 at 2:03:47 PM

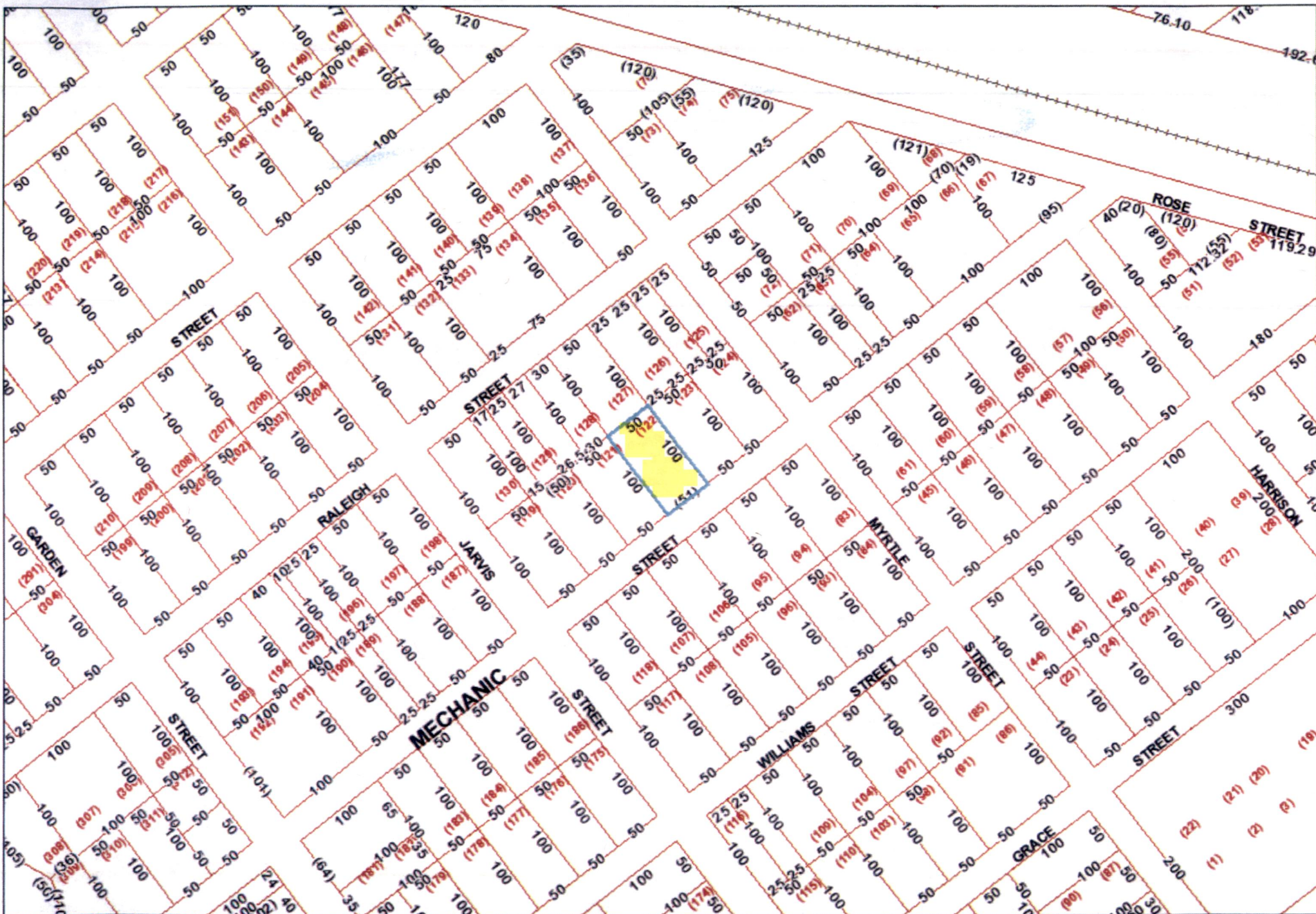
PARCEL ID : 8-014 -226

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1110 MECHANIC ST		
Subdivision :			
Property Description :	1110 MECHANIC ST		
Assessed Acreage :	0.114		
Deed Book Page :	3575 0567	Deed Recording Date :	6 27 2019
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 :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
6/27/2019 3575-0567	WARD, LUKE	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$2,500

Buildings or improvements where not found on this parcel.



1110 Mechanic Street



ESTIMATED OF DIVISION OF PROCEEDS

Property: 1110 Mechanic Street, PID: 8-014-226			
Offer Amount			\$ 6,000.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 6,000.00
County cost reimbursement		\$ 2,035.19	
City cost reimbursement		\$ 1,930.03	\$ 3,965.22
Remaining Balance			\$ 2,034.78
County Taxes at Foreclosure	\$ 167.25	57.740%	\$ 1,174.88
City Taxes/Priority Liens at Foreclosure	\$ 122.41	42.260%	\$ 859.90
Total Taxes	\$ 289.66		
County Total	\$ 3,210.07		
City Total	\$ 2,789.93		

AGENDA ITEM COVER SHEET

Agenda Item Title: Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program; Law Enforcement Liaison Grant

Date of Meeting: 8/27/2024	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Law Enforcement Liaison grant provides \$30,000 for training and other traffic related programs throughout the region. NBPD's Sgt Zerby has been named the liaison. This item was approved on 8/13/24 but is represented for the Board to approve the resolution format required by the State.
Actions Needed by Board:	Approval of MOU
Backup Attached:	Memorandum, GHSP Grant Agreement of Conditions, GHSP Resolution, City of New Bern Resolution

Is item time sensitive? ☐ Yes ☒ No

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen

From: Chief Patrick Gallagher

Date: August 16, 2024

Subject: **North Carolina Governor's Highway Safety Program (Two Grants totally \$55,000)**

The New Bern Police Department (NBPD) is seeking approval for three separate grants totaling \$60,000. There are no matching funds required. The NBPD has received both grants in the past in our pursuit of meeting the goals of advancing vehicle safety. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison \$30,000

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

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

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

Overtime Funds \$25,000

This project funds overtime for officers to work high visibility enforcement, focusing on seatbelt and speeding enforcement. The top complaints from members within our community to the New Bern Police Department relate 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.

These grants were approved by the Board on August 13, 2024, but require reapproval utilizing the state's standardized resolution form.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

(The Applicant Agency)

(The Governing Body of the Agency)

THEREFORE, NOW BE IT RESOLVED BY THE the City of New Bern IN OPEN
(Governing Body)

THIS 27th DAY OF August, 20 24, AS FOLLOWS:

- (Name and Title of Representative)

funding in the amount of \$ 30,000.00 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 August 27, 2024

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

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

A. Federal Provisions

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

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

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

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

6. Audits.

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

7. Instructions for Lower Tier Certification.

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

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

B. General Provisions

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

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

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

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

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

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

AGENDA ITEM COVER SHEET

Agenda Item Title: Consider Adopting a Resolution Approving a NC Governor's Highway Safety Program Overtime Grant

Date of Meeting: 8/27/2024	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The NC Governor's Highway Safety / Overtime grant provides \$25,000 to reimburse NBPd's overtime budget for traffic safety/enforcement. This is similar to last year's Grant. This item was approved on 8/13/24 but is represented for the Board to approve the resolution format required by the State.
Actions Needed by Board:	Approval of MOU
Backup Attached:	Memorandum, GHSP Grant Agreement of Conditions, GHSP Resolution, City of New Bern Resolution

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

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

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen
From: Chief Patrick Gallagher
Date: August 16, 2024
Subject: **North Carolina Governor's Highway Safety Program (Two Grants totally \$55,000)**

The New Bern Police Department (NBPD) is seeking approval for three separate grants totaling \$60,000. There are no matching funds required. The NBPD has received both grants in the past in our pursuit of meeting the goals of advancing vehicle safety. These grants have been evaluated by our Finance Department to ensure compliance with New Bern procedures.

Law Enforcement Liaison \$30,000

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

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

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

Overtime Funds \$25,000

This project funds overtime for officers to work high visibility enforcement, focusing on seatbelt and speeding enforcement. The top complaints from members within our community to the New Bern Police Department relate 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.

These grants were approved by the Board on August 13, 2024, but require reapproval utilizing the state's standardized resolution form.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

(The Applicant Agency)

(The Governing Body of the Agency)

(Governing Body)

(Name and Title of Representative)

(Federal Dollar Request)

(Local Cash Appropriation)

~~Chadron~~ Mayor

(Clerk)

Rev. 7/11

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

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

A. Federal Provisions

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

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

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

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

6. Audits.

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

7. Instructions for Lower Tier Certification.

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

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

B. General Provisions

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

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

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

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

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

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

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

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
William Zerby	Sergeant/LEL	601 George St New Bern, NC 28560
SIGNATURE	DATE	TELEPHONE NUMBER
		252-672-4192
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting Resolutions Approving the Redevelopment Commission's sale of 1002, 1004, and 1006 Walt Bellamy Drive to the New Bern Housing Authority.

Date of Meeting: 8/27/2024	Ward # if applicable: 1
Department: Redevelopment Commission	Person Submitting Item: Zeb Hough
Call for Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	At its August 14, 2024, business meeting, the Redevelopment Commission voted to adopt a resolution to accept the request for purchase of the Walt Bellamy project to the New Bern Housing Authority. As this is a sale of real estate, the commission is seeking approval to complete this sale from the governing board.
Actions Needed by Board:	The Redevelopment Commission of New Bern is seeking the board's approval to accept the offer to purchase the homes constructed on Walt Bellamy Drive to the Housing Authority. PID: 8-009-00A, 8-009-00B, and 8-009-00C
Backup Attached:	Memo, The Redevelopment Commission's Resolution, and The Purchase agreement from the Housing Authority
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:

Commission Members

Sarah Proctor
Leander Morgan
Julius Parham
Steve Strickland
Sharon Bryant
Tabari Wallace
Jimmy Dillahunt Sr.



**Redevelopment Commission of
The City of New Bern**
303 First Street, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7587

Chair

Beth Walker

Co-Chair

Kip Peregoy

Executive Director

Zeb Hough

Ex-Officio Members

Rick Prill

Hazel Royal

Barbara Best

MEMO TO: Board of Aldermen

FROM: Zeb Hough, Executive Director

DATE: August 15, 2024

SUBJECT: **Approval Request for Sale of The Walt Bellamy Homes**

Governing Board Members,

The Redevelopment Commission is seeking approval from the governing board for this sale.

We believe that the sale of these homes to the New Bern Housing Authority represents a positive move towards revitalizing our community and ensuring continued investment in affordable housing projects. The three homes proposed at the site have been funded through an appropriation of funds from the American Rescue Plan Act (ARPA) by Alderman Aster. These homes were constructed by IMEC Group, LLC, who was the winning bidder for this project. As of April 2024, all three homes have received their certificates of occupancy.

Each of the three homes feature the following:

- Two (2) bedrooms
- One (1) bathroom
- Approximately 900 square feet of living space

The New Bern Housing Authority has formally submitted a proposal to purchase the entire development for \$492,000.00 or \$164,000.00 per house.

The total allocated cost for the project was \$429,385.44. The proceeds from this sale will be used to reinvest in other development projects within the boundary area. Thank you for your consideration and support.

Sincerely,
Zeb Hough, Executive Director
Redevelopment Commission of New Bern
Hough.zeb@newbernnc.gov

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") has received offers to purchase parcels of property owned by the Commission located at 1002 Walt Bellamy Drive, New Bern, North Carolina and being more particularly identified by Craven County tax parcel identification number 8-009-00A; 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, the Housing Authority of the City of New Bern, N.C., a public body corporate and politic, has offered to purchase the property for the sum of \$164,000.00 pursuant to N.C.G.S. §160A-279.

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

That the sale of said parcel bearing the postal enumeration for the City of New Bern of 1002 Walt Bellamy Drive, and being more particularly identified by Craven County tax parcel identification number 8-009-00A, to the Housing Authority of the City of New Bern, N.C. for the sum of \$164,000.00 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.

ADOPTED THIS 27th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern (“Commission”) has received offers to purchase parcels of property owned by the Commission located at 1004 Walt Bellamy Drive, New Bern, North Carolina and being more particularly identified by Craven County tax parcel identification number 8-009-00B; 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, the Housing Authority of the City of New Bern, N.C., a public body corporate and politic, has offered to purchase the property for the sum of \$164,000.00 pursuant to N.C.G.S. §160A-279.

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

That the sale of said parcel bearing the postal enumeration for the City of New Bern of 1004 Walt Bellamy Drive, and being more particularly identified by Craven County tax parcel identification number 8-009-00B, to the Housing Authority of the City of New Bern, N.C. for the sum of \$164,000.00 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.

ADOPTED THIS 27th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern (“Commission”) has received offers to purchase parcels of property owned by the Commission located at 1006 Walt Bellamy Drive, New Bern, North Carolina and being more particularly identified by Craven County tax parcel identification number 8-009-00C; 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, the Housing Authority of the City of New Bern, N.C., a public body corporate and politic, has offered to purchase the property for the sum of \$164,000.00 pursuant to N.C.G.S. §160A-279.

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

That the sale of said parcel bearing the postal enumeration for the City of New Bern of 1006 Walt Bellamy Drive, and being more particularly identified by Craven County tax parcel identification number 8-009-00C, to the Housing Authority of the City of New Bern, N.C. for the sum of \$164,000.00 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.

ADOPTED THIS 27th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property located at 1002 Walt Bellamy Drive consisting of approximately 0.14 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00A, the same having been acquired by the Commission in July 2021; and

WHEREAS, the Commission previously declared the real property at 1002 Walt Bellamy Drive, as shown on Exhibit A, to be surplus property; and

WHEREAS, North Carolina General Statute §160A-279 provides in part, "Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns...The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity."

WHEREAS, N.C.G.S. §160A-279 is applicable to redevelopment commissions pursuant to the provisions of N.C.G.S. §160A-514.

WHEREAS, the Redevelopment Commission of the City of New Bern hereby declares that the real property at 1002 Walt Bellamy Drive constitutes surplus property, and deems it advisable, in the public interest and consistent with the adopted redevelopment plan to sell the same by private sale to the Housing Authority of the City of New Bern, N.C. for the sum of 164,000.00, provided that the same is to provide affordable housing for persons of low to moderate income.

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

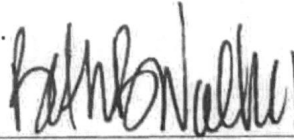
Section 1: That the Redevelopment Commission of the City of New Bern hereby declares that the real property owned by the Commission located at 1002 Walt Bellamy Drive as shown on Exhibit A ("Subject Property") to be surplus property.

Section 2: That the Redevelopment Commission of the City of New Bern authorizes the sale of the Subject Property to the Housing Authority of the City of New Bern, N.C. pursuant to the provisions of N.C.G.S. §160A-279, for the sum of 164,000.00, provided that the same is used to provide affordable housing for persons of low to moderate income.

Section 3: That the Executive Director is hereby authorized to seek approval of this sale from the Board of Aldermen of the City of New Bern.

Section 4: That the Chairman and Vice Chairman are hereby authorized to execute the Offer to Purchase and Contract with the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, upon receipt of approval of the sale from Board of Aldermen of the City of New Bern.

ADOPTED THIS 14th DAY OF AUGUST, 2024.



Beth Walker, Chairman



Zeb Hough, Executive Director

EXHIBIT A

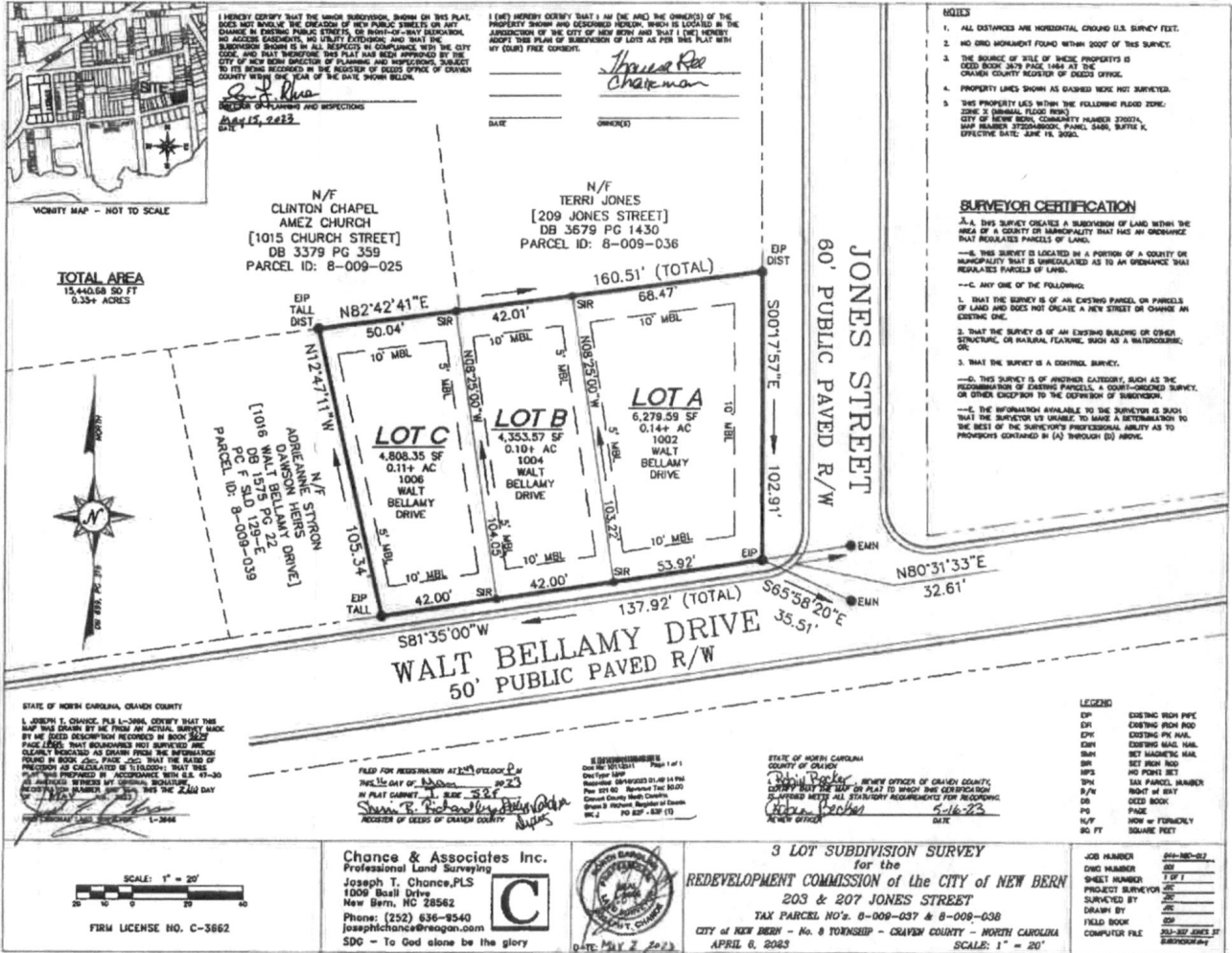


EXHIBIT A

ADDITIONAL PROVISIONS TO OFFER TO PURCHASE AND CONTRACT BETWEEN
REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("SELLER")
AND
HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. ("BUYER")
1002 Walt Bellamy Drive, New Bern, NC

The parties agree to the following additional conditions and provisions of the Offer to Purchase and Contract (the "Contract") to which this Addendum is attached:

1. Notwithstanding Section 8(g) of the Contract, the conveyance by Seller to Buyer shall be by Special Warranty Deed.
2. This Contract is subject to the provisions of N.C. Gen. Stat. §160A-514. Buyer acknowledges and understands that this Contract is subject to approval by the Board of Aldermen of the City of New Bern pursuant to N.C. Gen. Stat. §160A-514. All parties agree to execute any and all documents necessary in connection with Closing and transfer of title within thirty (30) days after the granting of final approval of the sale by the Board of Aldermen.
3. Seller acknowledges and understands that Buyer's obligations under this Contract are contingent upon: (a) formal approval by Buyer's Board of Commissioners; (b) the receipt of financing by Buyer upon such terms as may be acceptable to Buyer in its sole discretion; and (c) the receipt by Buyer of Project Based Rental Assistance from Twin Rivers Opportunities.

SELLER:

REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN

By: 

Name: BETH B WALKER

Title: CHAIR

BUYER:

HOUSING AUTHORITY OF THE CITY OF NEW
BERN, N.C.

By: _____

Name: Reginal Barner

Title: Interim Executive Director

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN

(b) **"Buyer":** HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 1002 Walt Bellamy Drive

City: New Bern

Zip: 28560

County: Craven, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit A, Block/Section, Subdivision/Condominium, as shown on Plat Book/Slide J at Page(s) 52F

The PIN/PID or other identification number of the Property is: 8-009-00A

Other description:

Some or all of the Property may be described in Deed Book 3679 at Page 1464

(d) **"Purchase Price":**

\$ 164,000.00

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ 164,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer

☐ electronic transfer (specify payment service:)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on

TIME BEING OF THE ESSENCE by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): n/a

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on _____
the Settlement Date **TIME BEING OF THE ESSENCE.**

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on See Exhibit A (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a 'good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator, all appliances

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.**
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____

in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP. .

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

☐ is listed with and actively marketed by a licensed real estate broker.

☐ will be listed with and actively marketed by a licensed real estate broker.

☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement** (check only one):

☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____
N.C.G.S. 47E-2(a)(8)

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

Owners' association website address, if any: _____

☐ (specify name of association): _____ n/a - not subject to an owners' association _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there ☐ is ☒ is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

☐ Tank 1:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____
- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

☐ Tank 2:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____
- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property ☐ is ☒ is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided

by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____ Buyer or as Buyer otherwise directs in writing _____.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty** (*Select one of the following*):

☒ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;

(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and

(iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)

☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)

☐ Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

☐ Additional Provisions Addendum (Form 2A11-T)

☐ Additional Signatures Addendum (Form 3-T)

☐ Back-Up Contract Addendum (Form 2A1-T)

☐ FHA/VA Financing Addendum (Form 2A4-T)

☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)

☐ Loan Assumption Addendum (Form 2A6-T)

☒ Identify other attorney or party drafted addenda: See Exhibit A Additional Provisions

☐ New Construction Addendum (Form 2A3-T)

☐ Owners' Association Disclosure Addendum (Form 2A12-T)

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ Vacation Rental Addendum (Form 2A13-T)

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents,

including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. 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.

19. ENTIRE AGREEMENT/RECORDATION: 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. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Entity Buyer:
Housing Authority of the City of New Bern, N.C.
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

Name: Reginal Barner

Title: Interim Executive Director

Date: June __, 2024

Entity Seller:
Redevelopment Commission of the City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Beth B. Walker

Name: BETH B. WALKER

Title: CHAIR

Date: June __, 2024

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 1486
New Bern, NC 28563

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1129
New Bern, NC 28563

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: n/a - no broker

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: n/a - no broker

Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property located at 1004 Walt Bellamy Drive consisting of approximately 0.1 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00B, the same having been acquired by the Commission in July 2021; and

WHEREAS, the Commission previously declared the real property at 1004 Walt Bellamy Drive, as shown on Exhibit A, to be surplus property; and

WHEREAS, North Carolina General Statute §160A-279 provides in part, "Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns...The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity."

WHEREAS, N.C.G.S. §160A-279 is applicable to redevelopment commissions pursuant to the provisions of N.C.G.S. §160A-514.

WHEREAS, the Redevelopment Commission of the City of New Bern hereby declares that the real property at 1004 Walt Bellamy Drive constitutes surplus property, and deems it advisable, in the public interest and consistent with the adopted redevelopment plan to sell the same by private sale to the Housing Authority of the City of New Bern, N.C. for the sum of 164,000.00, provided that the same is to provide affordable housing for persons of low to moderate income.

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

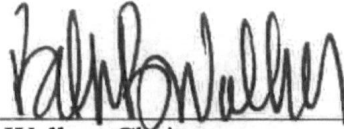
Section 1: That the Redevelopment Commission of the City of New Bern hereby declares that the real property owned by the Commission located at 1004 Walt Bellamy Drive as shown on Exhibit A ("Subject Property") to be surplus property.

Section 2: That the Redevelopment Commission of the City of New Bern authorizes the sale of the Subject Property to the Housing Authority of the City of New Bern, N.C. pursuant to the provisions of N.C.G.S. §160A-279, for the sum of 164,000.00, provided that the same is used to provide affordable housing for persons of low to moderate income.

Section 3: That the Executive Director is hereby authorized to seek approval of this sale from the Board of Aldermen of the City of New Bern.

Section 4: That the Chairman and Vice Chairman are hereby authorized to execute the Offer to Purchase and Contract with the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, upon receipt of approval of the sale from Board of Aldermen of the City of New Bern.

ADOPTED THIS 14th DAY OF AUGUST, 2024.



Beth Walker, Chairman



Zeb Hough, Executive Director

Page 3 of 3

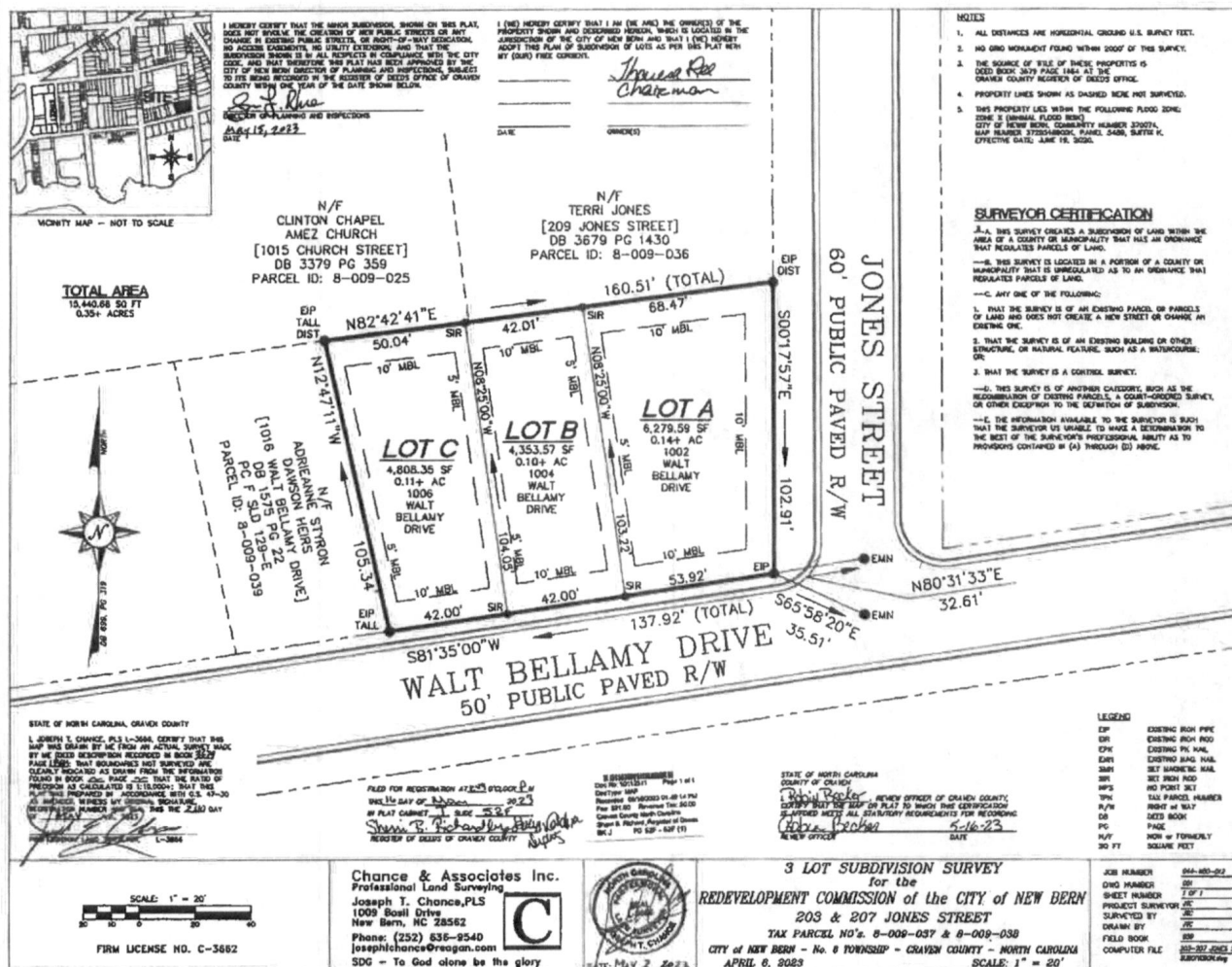


EXHIBIT A

ADDITIONAL PROVISIONS TO OFFER TO PURCHASE AND CONTRACT BETWEEN
REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("SELLER")

AND

HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. ("BUYER")
1004 Walt Bellamy Drive, New Bern, NC

The parties agree to the following additional conditions and provisions of the Offer to Purchase and Contract (the "Contract") to which this Addendum is attached:

1. Notwithstanding Section 8(g) of the Contract, the conveyance by Seller to Buyer shall be by Special Warranty Deed.
2. This Contract is subject to the provisions of N.C. Gen. Stat. §160A-514. Buyer acknowledges and understands that this Contract is subject to approval by the Board of Aldermen of the City of New Bern pursuant to N.C. Gen. Stat. §160A-514. All parties agree to execute any and all documents necessary in connection with Closing and transfer of title within thirty (30) days after the granting of final approval of the sale by the Board of Aldermen.
3. Seller acknowledges and understands that Buyer's obligations under this Contract are contingent upon: (a) formal approval by Buyer's Board of Commissioners; (b) the receipt of financing by Buyer upon such terms as may be acceptable to Buyer in its sole discretion; and (c) the receipt by Buyer of Project Based Rental Assistance from Twin Rivers Opportunities.

SELLER:

REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN

By: Beth B. Walker

Name: BETH B WALKER

Title: CHAIR

BUYER:

HOUSING AUTHORITY OF THE CITY OF NEW
BERN, N.C.

By: _____

Name: Reginal Barner

Title: Interim Executive Director

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN

(b) **"Buyer":** HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 1004 Walt Bellamy Drive

City: New Bern

Zip: 28560

County: Craven, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit B, Block/Section, Subdivision/Condominium

, as shown on Plat Book/Slide J at Page(s) 52F

The PIN/PID or other identification number of the Property is: 8-009-00B

Other description:

Some or all of the Property may be described in Deed Book 3679 at Page 1464

(d) **"Purchase Price":**

\$ 164,000.00

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ 164,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer

☐ electronic transfer (specify payment service:)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on

TIME BEING OF THE ESSENCE by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

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This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2023
© 7/2023

Buyer's initials _____ Seller's initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): n/a

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on _____
the Settlement Date **TIME BEING OF THE ESSENCE.**

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on See Exhibit A (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator, all appliances

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____

in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

☐ is listed with and actively marketed by a licensed real estate broker.

☐ will be listed with and actively marketed by a licensed real estate broker.

☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____
N.C.G.S. 47E-2(a)(8)

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): n/a - not subject to an owners' association whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

☐ (specify name of association): _____ n/a - not subject to an owners' association _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there ☐ is ☒ is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

☐ Tank 1:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____

• Location: ☐ above ground ☐ below ground

• Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____

• Name and contact information of fuel vendor: _____

☐ Tank 2:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____

• Location: ☐ above ground ☐ below ground

• Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____

• Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property ☐ is ☒ is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided

by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____ Buyer or as Buyer otherwise directs in writing _____.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty** (Select one of the following):

☒ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;

(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and

(iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input checked="" type="checkbox"/> Identify other attorney or party drafted addenda: <u>See Exhibit A Additional Provisions</u> | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents,

including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. 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.

19. ENTIRE AGREEMENT/RECORDATION: 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. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____


Buyer: _____

Seller: _____

Entity Buyer:
Housing Authority of the City of New Bern, N.C.
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
Redevelopment Commission of the City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

By: 

Name: Reginal Barner

Name: **BETH B. WALKER**

Title: _____

Title: **CHAIR**

Title: Interim Executive Director

Date: June __, 2024

Date: June __, 2024

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 1486
New Bern, NC 28563

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1129
New Bern, NC 28563

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: n/a - no broker
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: n/a - no broker
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property located at 1006 Walt Bellamy Drive consisting of approximately 0.11 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00C, the same having been acquired by the Commission in July 2021; and

WHEREAS, the Commission previously declared the real property at 1006 Walt Bellamy Drive, as shown on Exhibit A, to be surplus property; and

WHEREAS, North Carolina General Statute §160A-279 provides in part, "Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns...The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity."

WHEREAS, N.C.G.S. §160A-279 is applicable to redevelopment commissions pursuant to the provisions of N.C.G.S. §160A-514.

WHEREAS, the Redevelopment Commission of the City of New Bern hereby declares that the real property at 1006 Walt Bellamy Drive constitutes surplus property, and deems it advisable, in the public interest and consistent with the adopted redevelopment plan to sell the same by private sale to the Housing Authority of the City of New Bern, N.C. for the sum of 164,000.00, provided that the same is to provide affordable housing for persons of low to moderate income.

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

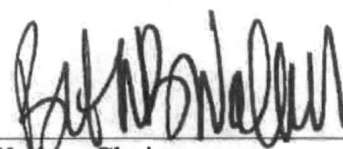
Section 1: That the Redevelopment Commission of the City of New Bern hereby declares that the real property owned by the Commission located at 1006 Walt Bellamy Drive as shown on Exhibit A ("Subject Property") to be surplus property.


Section 2: That the Redevelopment Commission of the City of New Bern authorizes the sale of the Subject Property to the Housing Authority of the City of New Bern, N.C. pursuant to the provisions of N.C.G.S. §160A-279, for the sum of 164,000.00, provided that the same is used to provide affordable housing for persons of low to moderate income.

Section 3: That the Executive Director is hereby authorized to seek approval of this sale from the Board of Aldermen of the City of New Bern.

Section 4: That the Chairman and Vice Chairman are hereby authorized to execute the Offer to Purchase and Contract with the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, upon receipt of approval of the sale from Board of Aldermen of the City of New Bern.

ADOPTED THIS 14th DAY OF AUGUST, 2024.



Beth Walker, Chairman

Zeb Hough, Executive Director

Page 3 of 3

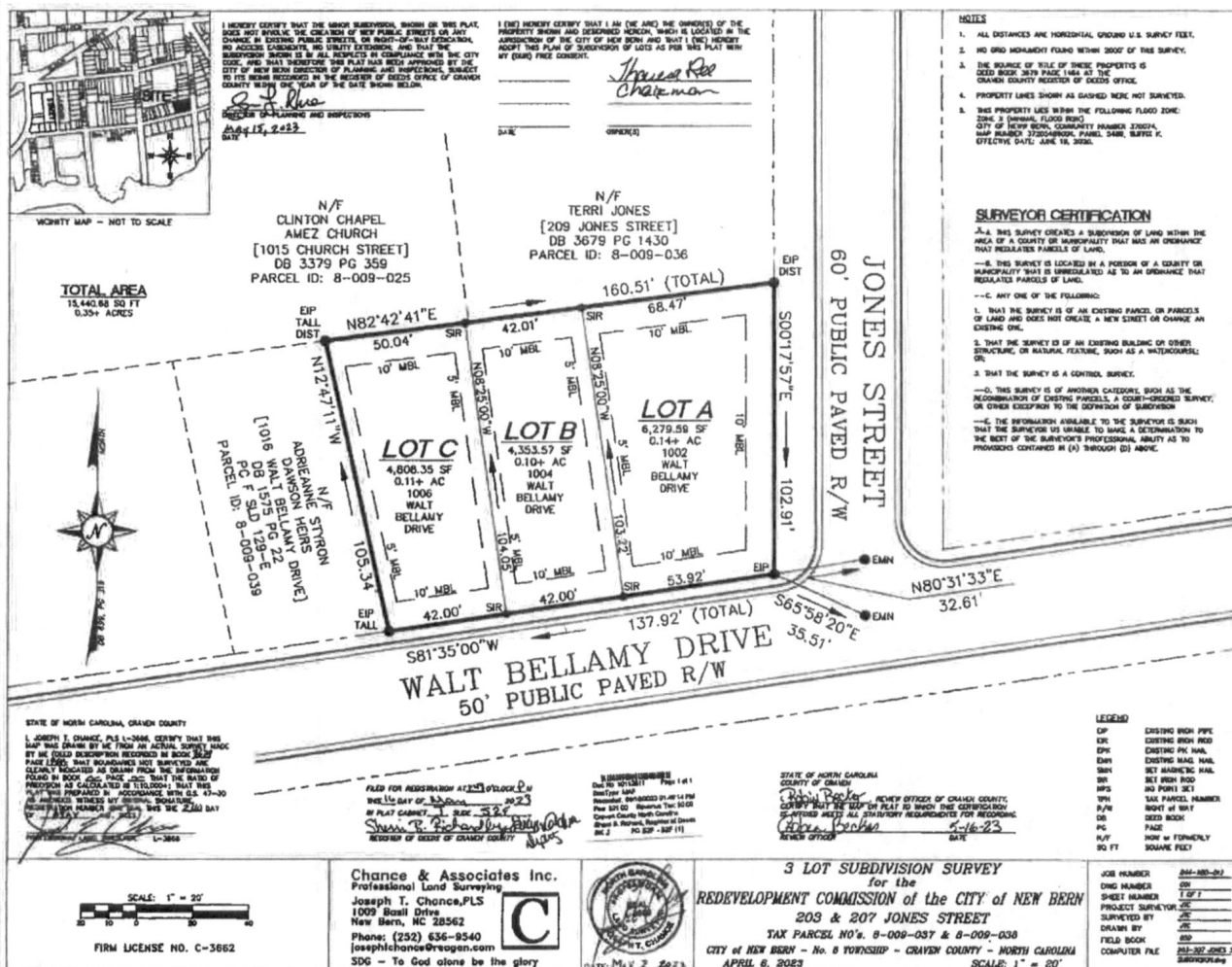


EXHIBIT A

ADDITIONAL PROVISIONS TO OFFER TO PURCHASE AND CONTRACT BETWEEN
REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("SELLER")
AND
HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. ("BUYER")
1006 Walt Bellamy Drive, New Bern, NC

The parties agree to the following additional conditions and provisions of the Offer to Purchase and Contract (the "Contract") to which this Addendum is attached:

1. Notwithstanding Section 8(g) of the Contract, the conveyance by Seller to Buyer shall be by Special Warranty Deed.
2. This Contract is subject to the provisions of N.C. Gen. Stat. §160A-514. Buyer acknowledges and understands that this Contract is subject to approval by the Board of Aldermen of the City of New Bern pursuant to N.C. Gen. Stat. §160A-514. All parties agree to execute any and all documents necessary in connection with Closing and transfer of title within thirty (30) days after the granting of final approval of the sale by the Board of Aldermen.
3. Seller acknowledges and understands that Buyer's obligations under this Contract are contingent upon: (a) formal approval by Buyer's Board of Commissioners; (b) the receipt of financing by Buyer upon such terms as may be acceptable to Buyer in its sole discretion; and (c) the receipt by Buyer of Project Based Rental Assistance from Twin Rivers Opportunities.

SELLER:

REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN

By: 

Name: BETH B. WALKER

Title: CHAIR

BUYER:

HOUSING AUTHORITY OF THE CITY OF NEW
BERN, N.C.

By: _____

Name: Reginal Barner

Title: Interim Executive Director

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN

(b) **"Buyer":** HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 1006 Walt Bellamy Drive

City: New Bern

Zip: 28560

County: Craven, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit C, Block/Section, Subdivision/Condominium

, as shown on Plat Book/Slide J at Page(s) 52F

The PIN/PID or other identification number of the Property is: 8-009-00C

Other description:

Some or all of the Property may be described in Deed Book 3679 at Page 1464

(d) **"Purchase Price":**

\$ 164,000.00

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ 164,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer

☐ electronic transfer (specify payment service:)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on , TIME BEING OF THE ESSENCE by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Page 1 of 17



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2023
© 7/2023

Buyer's initials _____ Seller's initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(c) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): n/a

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on _____
the Settlement Date *TIME BEING OF THE ESSENCE.*

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on See Exhibit A (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator, all appliances

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.**
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____

in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

☐ is listed with and actively marketed by a licensed real estate broker.

☐ will be listed with and actively marketed by a licensed real estate broker.

☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(b) **Lead-Based Paint** (*check if applicable*):

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): n/a - not subject to an owners' association whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

☐ (specify name of association): _____ n/a - not subject to an owners' association _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there ☐ is ☒ is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

☐ Tank 1:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____

- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

☐ Tank 2:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____

- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property ☐ is ☒ is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided

by the Internal Revenue Code.

(b) Authorization to Disclose Information: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) Removal of Seller's Property: Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) Governmental Compliance: It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____ Buyer or as Buyer otherwise directs in writing _____.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

☒ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;

(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and

(iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input checked="" type="checkbox"/> Identify other attorney or party drafted addenda: <u>See Exhibit A Additional Provisions</u> | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents,

including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. 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.

19. ENTIRE AGREEMENT/RECORDATION: 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. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Housing Authority of the City of New Bern, N.C.
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
Redevelopment Commission of the City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

By:  _____

Name: Reginal Barner

Name: **PETER B WALKER**

Title: _____

Title: _____

Title: Interim Executive Director

Title: **CHAIR**

Date: June __, 2024

Date: June __, 2024

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 1486

New Bern, NC 28563

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1129

New Bern, NC 28563

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: n/a - no broker

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: n/a - no broker

Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sell PID 8-013-016 on Lincoln Street

Date of Meeting: 8/27/2024	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:

Explanation of Item:	BCJ Development LLC submitted a bid of \$4,250 for the purchase of PID 8-013-016 on Lincoln Street. The property is a vacant 0.195-acre residential tract. It was acquired by the City and County in May 2017 through tax foreclosure. The bid was advertised, but no upset bids received.
Actions Needed by Board:	Consider adopting a resolution to sell the property
Backup Attached:	Memo, resolution, quitclaim deed, offer to purchase, tax property card, pictures, and map 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: August 16, 2024

SUBJECT: Sale of PID 8-013-016 on Lincoln Street

BCJ Development LLC submitted a bid of \$4,250 for the purchase of Lincoln Street, PID 8-013-016. The bid was advertised, but no upset bids were received. The property is a vacant 0.195-acre residential tract with a tax value of \$8,500. It was jointly acquired by the City and County in May 2017 through tax foreclosure. If the property is sold for this offer, the City will receive \$811.89 and the County will receive \$3,438.11 from the proceeds.

Attached are current pictures of the property, the tax card, offer to purchase, and a map of the lot.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City and County located on Lincoln Street being further identified as Craven County parcel identification number 8-013-016, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$4,250.00 by BCJ Development LLC of 910 Williams Road, New Bern, North Carolina 28562; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell the subject property to the successful bidder for the bid amount of \$4,250.00, and to convey said property by quitclaim deed.

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

Section 1. That the bid of by BCJ Development LLC in the sum of \$4,250.00 for said parcel located on Lincoln Street and bearing Craven County parcel identification number 8-013-016, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to by BCJ Development LLC.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City upon payment of the balance due on the purchase price.

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

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

All those certain lots or parcels of land, lying and being in Craven County, North Carolina in the City of New Bern, known and designated as Lots Twenty One (21) and Twenty Two (22) as shown on a plat of Jackson Terrace Subdivision made by Albert R. Bell, Engineer, New Bern, N.C., July, 1947, and recorded in Plat Book No. 3, at Page No. 7, reference to which is hereby made.

This portion of the property conveyed to W.A. Tadlock and J.C. Griffin, by deed dated July 18, 1947, from R.M. Holly and wife, Lucille Holly, and recorded October 18, 1948, in the office of the Register of Deeds for Craven County, in Deed Book Number 423 at page number 510.

This property is also commonly referred to by its tax parcel identification number which is 8-013-016. All of that certain property more particularly described in Deed Book 1710 at Page 856 in the Craven County Registry.

ADOPTED THIS 27th DAY OF AUGUST, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-013-016
REVENUE STAMPS: \$0.00 (G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 27th day of August, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“Grantors”); to BCJ DEVELOPMENT LLC, whose mailing address is 910 Williams Road, New Bern, North Carolina 28562, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
JEFFRY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 2024 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of August, 2024.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the _____ day of September, 2024, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of September, 2024.

Notary Public

My Commission Expires:

EXHIBIT A

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

All those certain lots or parcels of land, lying and being in Craven County, North Carolina in the City of New Bern, known and designated as Lots Twenty One (21) and Twenty Two (22) as shown on a plat of Jackson Terrace Subdivision made by Albert R. Bell, Engineer, New Bern, N.C., July, 1947, and recorded in Plat Book No. 3, at Page No. 7, reference to which is hereby made.

This portion of the property conveyed to W.A. Tadlock and J.C. Griffin, by deed dated July 18, 1947, from R.M. Holly and wife, Lucille Holly, and recorded October 18, 1948, in the office of the Register of Deeds for Craven County, in Deed Book Number 423 at page number 510.

This property is also commonly referred to by its tax parcel identification number which is 8-013-016.

All of that certain property more particularly described in Deed Book 1710 at Page 856 in the Craven County Registry.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

BCJ Development 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: Lincoln St

Subdivision Name: _____

Tax Parcel ID No.: 8-013-016

Plat Reference: 21632

Being all of that property more particularly described in Deed Book 3501, Page 1397 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 4250 and shall be paid as follows:

(a) \$ 500, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3750, 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 BCJ Development 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 BH 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)

CITY OF NEW BERN

By: Bryon Williams (SEAL)

Its: Owner

Date: 3-5-24

Address: 910 Williams Rd

New Bern NC 28562

Phone: 252-617-1237

By: _____(SEAL)

Its: _____

Date: _____

Buyer Initials BH _____ 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 3/5/2024 at 9:08:04 AM

PARCEL ID : 8-013 -016

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	LINCOLN ST		
Subdivision :			
Property Description :	21 & 22 JACKSON TERR		
Assessed Acreage :	0.195		
Deed Book Page :	3501 1397	Deed Recording Date :	5 17 2017
Land Value :	\$8,500	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$8,500	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
5/17/2017 3501-1397	FISHER, OWEN BEECHIE JR & EMMA JEAN	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,500
7/30/1999 1710-0856	NELSON, JAMES RICHARD	FISHER, OWEN BEECHIE JR & EMMA JEAN	STRAIGHT TRANSFER	\$8,000
2/16/1990 1246-0828	CARTER, WALTER D & FRANCES	NELSON, JAMES RICHARD	SALE IS INTER COMPANY	\$3,500

Buildings or improvements where not found on this parcel.

Lincoln Street (PID 8-013-016)



Lincoln Street (PID 8-013-016)



FINAL DIVISION OF PROCEEDS

Property: Lincoln Street, PID: 8-013-016			
Offer Amount			\$ 4,250.00
Less: Reimb to City for publication of notice of offer		\$ 236.90	
Balance			\$ 4,013.10
County cost reimbursement		\$ 2,504.17	
City cost reimbursement		\$ -	\$ 2,504.17
Remaining Balance			\$ 1,508.93
County Taxes at Foreclosure	\$ 350.62	61.895%	\$ 933.94
City Taxes/Priority Liens at Foreclosure	\$ 215.86	38.105%	\$ 574.99
Total Taxes	\$ 566.48		
County Total	\$ 3,438.11		
City Total	\$ 811.89		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a Resolution authorizing the City Manager to negotiate and execute a Contract with WithersRavenel, Cary, N.C., for general on-call engineering services.

Date of Meeting: 8/27/2024	Ward # if applicable: Multiple
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	On June 27, 2023, the Board of Aldermen approved an On-Call Engineering agreement with TRC Engineers, Inc. for a period of three years. TRC was selected from 6 submittals to the advertised RFQ. Public Works is requesting the inclusion of WithersRavenel to this existing General On-Call Engineering Services. WithersRavenel is the design engineer for Phases I, II, & III of the Duffyfield Community Stormwater Enhancements Project.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, RFQ for On-Call Engineering, Master Agreement for On-Call Professional Services

Is item time sensitive? ☒ Yes ☐ No

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

Cost of Agenda Item:

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

Additional Notes:



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

August 27, 2024

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Consider adopting a Resolution authorizing the City Manager to negotiate and execute a Contract with WithersRavenel, Cary, N.C., general on-call engineering services.

Background Information:

On June 27, 2023, the Board of Aldermen approved the On-Call Engineering agreement with TRC Engineers, Inc. for a period of three years. TRC was selected from 6 submittals to the advertised RFQ. Public Works is requesting the inclusion of WithersRavenel to this existing General On-Call Engineering Services contract. WithersRavenel is the design engineer for Phases I, II, & III of the Duffyfield Community Stormwater Enhancements Project and was the second highest scored submittal to the RFQ.

Inclusion of WithersRavenel to the on-call engineering agreement would facilitate any needed engineering services particularly related to the Duffyfield Community Stormwater Enhancement Projects.

Recommendation

The Public Works Department is recommending that the Board of Aldermen adopt a resolution to include WithersRavenel to the previously approved on-call engineering agreement and authorize the City Manager to negotiate and execute a contract with WithersRavenel General On-Call Engineering Services.

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

RESOLUTION

WHEREAS, a Request for Qualifications ("RFQ") for general on-call engineering services was publicly advertised on May 2, 2023, and six submittals were received and scored on June 8, 2023; and

The Board adopted a resolution on June 27, 2023 authorizing the City Manager to negotiate and execute a contract with the highest-ranking firm, TRC Engineers, Inc. for general on-call engineering services; and

The second highest-ranking firm was WithersRavenel, and staff requests the Manager also be authorized to negotiate and execute a contract with this firm as an additional vendor that can provide on-call services.

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

THAT the City Manager is hereby authorized to negotiate and execute duplicate originals of the Master Agreement for On-Call Professional Services between the city of New Bern and WithersRavenel, a copy of which is attached hereto and incorporated herein by reference, for general on-call engineering services for the City of New Bern.

ADOPTED THIS 27TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

Contract Identification #23-0702

COUNTY OF CRAVEN

**MASTER AGREEMENT FOR ON-CALL
PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES ("Agreement") is entered into this the 22nd day of January, 2024 (the "Effective Date"), by and between WithersRavenel, a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary, NC 27511 (the "Professional"), and the **City of New Bern**, a municipal corporation of the State of North Carolina, (the "City"). City of New Bern and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, the City is engaged in the development, planning, operation, and utilization of infrastructure in the City, including: water systems, wastewater systems, stormwater, streets and roads, mechanical engineering, and structural engineering, which periodically require design, revision, engineering, evaluation, surveying, testing, and other related services; and

WHEREAS, the professional services of engineers, surveyors, planners, landscape architects, funding administrators, environmental scientists, and financial professionals will from time to time in the future be needed by the City for the services as described above; and

WHEREAS, City issued a "Request for Qualifications for Professional Services" dated May 23, 2023 ("RFQ"); and

WHEREAS, Professional was one of several firms responding to RFQ with a Proposal dated June 8, 2023 ("Proposal") and is willing to provide the engineering services outlined and authorized under this Agreement and will serve on an on-call basis for each project /task order authorized under this Agreement; and

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the City, and the Parties desire to set forth the basic terms of their agreement herein rather than in the separate authorizations issued by the City; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the City from hiring other vendors or professionals to perform the same or similar work.

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and

mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound hereto, do contract and agree as follows:

1. REQUEST FOR TASK ORDER. Professional is qualified and able to provide one or more of the following specific categories of on-call services for the City: design, revision, engineering, evaluation, surveying, and/or testing for stormwater control, roadway and pedestrian facilities, utilities, greenway facilities, environmental services, funding services, and other related projects.

As the need for professional services contemplated by this Agreement arise, the City will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the City's requirements. If the Professional employs the qualified personnel that meet the City's requirements to perform the requested services, Professional may submit to the City within the time specified a written Task Order describing the professional services to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by City. The Task Order shall contain a project scope, schedule, and fee schedule setting forth the fees for the scope of services.

2. ACCEPTANCE OF TASK ORDER. The City and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties; in the event of a conflict between the terms of the Task Order and this Agreement, this Agreement shall control unless the Task Order specifically notes the agreement of the parties that the conflicting term therein controls. If said Task Order is acceptable, the City shall accept the same in writing by a duly authorized officer or agent of the City. The City and the Professional agree that such written acceptance may be provided by electronic mail.

3. COMMENCEMENT AND COMPLETION OF SERVICES. Professional shall commence and complete the work required by a Task Order as expeditiously as is in keeping with the applicable standard of care and will, consistent therewith, endeavor to commence and complete the work in accordance with the dates provided in the Task Order(s) as agreed upon by the Parties. Professional shall immediately notify the City of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to a Task Order until written authorization to proceed has been provided by the City. If Professional has not commenced or completed the work on a schedule commiserate with the applicable standard of care, the City may declare such delay a material breach of contract and may pursue all available legal and equitable remedies.

4. PAYMENT OF SERVICES. Professional shall submit to the City monthly invoices for the services performed during that month, calculated based on the approved Task Order. The City has the right to require the Professional to produce for inspection all of Professional's records related to the Task Order, billing rates of personnel, and charges for direct expenses for

which cost-plus compensation is provided to verify the accuracy of all invoices. The City shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between the City and Professional concerning the accuracy of said invoice or the services covered thereby, in which event the City shall pay any undisputed amounts within thirty (30) days of receipt of said invoice and provide contemporaneously with such partial payment a written explanation of all bases upon which the remaining amounts were withheld. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL. Professional, in performance of its services, shall exercise the same degree of care, skill, and judgment as is ordinarily provided by a similar professional providing the same or similar services under the same or similar circumstances in the same or similar location at the time the services in question are performed by Professional.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR. In the event a Task Order includes construction observation services by the Professional, Professional shall be responsible for determining that the construction actually observed by the Professional is in general conformity with the quality level specified and the plans and specifications. City agrees that such observation of construction work or documents by Professional shall not relieve any contractor from liability in regard to its duty to comply with the standards for the Project, shall not give rise to a claim against Professional for a contractor's failure to comply with the applicable plans, specifications or standards, and that Professional is not responsible for the means, methods, sequencing, safety, or other operations of any contractor.

7. TIME AND COST ESTIMATES. Professional's cost estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications, and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional has no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and the Professional cannot and does not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by it. If at any time the City wishes greater assurances as to schedules or the amount of any costs, it shall employ an independent cost estimator, scheduling consultant, or other third party to make such determination.

8. INDEMNIFICATION. To the extent permitted by law, the Professional agrees to indemnify and hold-harmless the City, its elected and appointed officials, and employees against any and all losses, including all costs connected therewith, for any damages which may be recovered against or from the City, its elected or appointed officials, or employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS. Consistent with the applicable

standard of care, the Professional shall adhere to all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the County of {NAME}, and the City, in the performance of the services required by a Task Order. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina with jurisdiction and venue in the state courts of Wake County and all parties hereby consent to the jurisdiction and venue of such courts.

10. E-VERIFY COMPLIANCE. The Professional shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Professional shall require all of the Professional's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

11. OWNERSHIP OF DOCUMENTS. Upon full payment for the Professional's services, the City, and not the Professional, will acquire, enjoy and retain ownership and intellectual property rights in all materials specifically prepared by the Professional in performance of its services under a Task Order (the "Work Product"); provided, however, that any modification to the Professional's Work Product or use of the Work Product for any purpose other than in connection with the project for which the Work Product was created shall be at the sole risk of City; and provided further that Professional shall have the right to continue using any standard or pre-existing details, forms, formats, data, graphics or the like incorporated into any Work Product.

12. INSURANCE. The Professional shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$1,000,000, and provide certificates of such insurance naming the City as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum aggregate amount of \$2,000,000. The Professional shall provide notice of cancellation, non-renewal or material change in coverage to the Town within ten (10) days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Professional to have sufficient insurance nor the requirement that the City is named as an additional insured, shall constitute waiver of the City's governmental immunity in any respect, under North Carolina law.

13. DEFAULT. In the event of substantial failure by Professional to perform in accordance with the terms of a Task Order, the City shall have the right to terminate such Task Order upon seven (7) days written notice if Professional has failed to commence reasonable efforts to cure such failure within the seven (7) days after receipt of written notice, in which event Professional shall have neither the obligation nor the right to perform further services under the terminated Task Order.

14. TERMINATION FOR CONVENIENCE. The City shall have the right to terminate a Task Order for the City's convenience upon thirty (30) days written notice to Professional. Professional shall terminate performance of services under the Task Order on a schedule acceptable to the City, provided that in no event shall Professional be required to perform services after the effective date of termination. In the event of termination for convenience, the City shall pay Professional for all services performed in accordance with the terms of the Task Order prior to the effective date of termination.

15. NOTICE. Any formal notice, demand, or request required by or made in connection with this Agreement or any Task Order shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO PROFESSIONAL:

WithersRavenel, Inc.
Attn: Ross Perry, PE, CFM, On-Call Contract Manager
137 S Wilmington Street, Suite 200
Raleigh, NC 27601
Telephone: 919-238-0336
Email: rperry@withersravenel.com

TO CITY:

City of New Bern
ATTN: George Chiles, Director of Public Works
Mailing Address: P.O. Box 1129, New Bern, NC 28563
Shipping Address: 1004 S. Glenburnie Road, New Bern, NC 28562
Telephone: 252-639-7500
e-mail: ChilesG@newbernnc.gov

16. DELAY BEYOND THE CONTROL OF THE PARTIES. Neither Professional nor City shall be in default of any Task Order or the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall include, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement or any Task Order shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties, and no such waiver of any breach or non-performance shall be deemed to constitute a waiver of any other or subsequent breach or non-performance.

18. CONSTRUCTION. Should any portion of this Agreement or any Task Order require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

19. DURATION OF AGREEMENT. The initial term of this Agreement shall be a period of three (3) years from the Effective Date, with the City having the option to extend the Agreement for two (2) one-year extension periods.

20. SEVERABILITY. In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

21. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

22. MODIFICATION. This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed by both parties.

23. BINDING EFFECT. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

24. ASSIGNMENT. Professional shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the City, which may be withheld in the sole and absolute discretion of the City. Nothing contained in this paragraph shall prevent Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR. Professional is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement and any Task Order as an independent contractor. Professional shall be wholly responsible for the methods, means and techniques of performance. Professional's work does not include any supervision or direction of the work of any other person or entity or their employees or agents (except to the extent such person or entity was actually retained by Professional), and Professional's presence shall in no way create any liability on behalf of Professional for failure of others, their employees or agents to properly or correctly perform their work.

26. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due from the City hereunder and under any Task Order are from appropriations and monies from the City {BOARD | COUNCIL} and/or other governmental entities, by and through the City. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement and Task Orders issued in connection herewith for any fiscal year, the City may terminate this Agreement and any open Task Orders immediately without further obligation of the City except with respect to payment of Professional for work performed through the date of termination.

27. IRAN DIVESTMENT ACT. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North

Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 5th day of August, 2024.

Professional	City
Name: <u>Butch Lawter</u>	<u>Foster Hughes</u>
<u>WithersRavenel</u>	<u>City of New Bern</u>
By: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Signed by: <u>R. S. (Butch) Lawter, Jr.</u> <small>335D23151E44AE3...</small></div>	
<u>(Signature)</u>	<u>(Signature)</u>
Title: <u>Senior Delivery Officer</u>	<u>City Manager</u>
Attest: <div style="border: 1px solid black; padding: 2px; display: inline-block;">DocuSigned by: <u>Lindsay Kalmus</u> <small>29E9CD6E6B6F4E1...</small></div>	Attest:
<u>(Secretary, if a corporation)</u>	<u>Lindsay Kalmus Project Coordinator</u>
	<u>NAME/TITLE</u>

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount with WithersRavenel for Task Order 1 associated with the Duffyfield Stormwater Enhancement Project, Phase 2-3 project within Ward 5.

Date of Meeting: 8/27/24	Ward # if applicable: 5
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount with WithersRavenel for Task Order 1 associated with the Duffyfield Stormwater Enhancement Project, Phase 2-3 project within Ward 5.
Actions Needed by Board:	Adopt Resolution.
Backup Attached:	Resolution, Memo, and WithersRavenel Task Order #1.

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

Cost of Agenda Item: Not to Exceed \$433,000.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



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

August 27, 2024

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount with WithersRavenel for Task Order 1 associated with the Duffyfield Stormwater Enhancement Project, Phase 2-3 project within Ward 5.

Background Information:

The City of New Bern has prioritized improving the stormwater system within the Duffyfield Community. Phase 2-3 of the stormwater enhancement project has been designed, permitted and advertised for a re-bid opening date of August 22, 2024.

The requested Task Order #1, prepared by WithersRavenel, provides necessary engineering services related to the administration, inspection, and reporting during the construction phase.

Recommendation

The Public Works Department is recommending the Board of Aldermen adopt a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount of \$433,000.00 with WithersRavenel for Task Order 1 associated with the Duffyfield Community Stormwater Enhancement Project, Phases 2-3.

Attached please find a copy of Task Order #1 from the consulting engineer and draft resolutions for awarding contract. Please contact me if there are any questions or if additional information should be required.

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

RESOLUTION

WHEREAS, WithersRavenel is approved for General On-Call Engineering Services and prepared a proposal for services associated with Task Order #1 for the Duffyfield Community Stormwater Enhancement Project, Phase 2-3; and

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

THAT the City Manager is hereby authorized to negotiate and execute on behalf of the City of New Bern, in duplicate original, a contract with WithersRavenel in the amount of \$433,000.00, a copy of which is attached hereto and incorporated herein by reference, and any change orders within that amount, for services associated with Task Order #1, Duffyfield Community Stormwater Enhancements Project, Phase 2-3.

ADOPTED THIS 27TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



August 5, 2024

Foster Hughes, City Manager
City of New Bern
300 Pollock Street
New Bern, NC 28560

RE: **Proposal for Task Order #1**
Duffyfield Community Stormwater Enhancement Project Phase 2-3
New Bern, North Carolina
WithersRavenel Project No. 23-0702-001
DWI Project No.: CS370483-05 & SRP-SW-ARP-0016
DWI Project Name: Duffyfield Stormwater Enhancement Project

Dear Mr. Hughes,

The City of New Bern received American Rescue Plan Act (ARPA) funding via a Local Assistance for Stormwater Infrastructure Investments (LASII) Planning grant for \$4,149,360 to construct Phase 2-3 of the Duffyfield Community Stormwater Enhancement Project. WithersRavenel is pleased to provide this Proposal for Task Order #1 associated with the construction phase of the subject project to be completed under the City of New Bern Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this Task Order, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Wesley "Ross" Perry, PE CFM
Senior Project Manager, Stormwater

wperry@withersravenel.com
Ph. 919.469.3340 | Direct. 919.740.0837

Attachment:
Task Order #1



Duffyfield Community Stormwater Enhancement Project Phase 2-3 City of New Bern, North Carolina Task Order #1

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES effective January 22, 2024, between the City of New Bern ("Client") and WithersRavenel, Inc. "Consultant").

B. Project Description

This Task Order fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of New Bern and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. City of New Bern shall be known as the "Client or City";
2. WithersRavenel shall be known as the "Consultant or Professional";
3. The Duffyfield Community Stormwater Enhancement Project Phase 2-3 shall be known as the "Project";
4. The executed agreement shall be known as the "Agreement";
5. NC Department of Environmental Quality shall be known as "DEQ";
6. Division of Water Infrastructure shall be known as "DWI";
7. The American Rescue Plan Act shall be known as "ARPA";
8. Local Assistance for Stormwater Infrastructure Investments Program shall be known as "LASII".

Phase 2-3 of the Project was advertised for bids on June 24th, 2024. Bids for the subject project scheduled to be opened on August 2nd, 2024, and Consultant understands that the Client is anticipating awarding the contract and issuing a Notice to Proceed in late 2024. As requested by the Client, and in anticipation of construction activities, the purpose of this Agreement is for Consultant to provide the Client with Bid Review, Construction Administration, Construction Observation, and Funding Administration services during the construction phase of the Project as well as Project Closeout services.



C. Timeline for Services

Consultant will begin work upon receipt of this executed Task Order and written notice to proceed from the Client. Specific milestones in the DWI Letter of Intent to Fund (LOIF) are as follows:

Milestone	Date
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority to Award	November 1, 2024
Execute Construction Contract(s)	December 31, 2024
Construction	December 31, 2026

Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below:

- Bid Review & Contract Award: Estimated 2-4 Months total;
- Total Construction: Estimated 6-8 Months total;
- Project Close-out: Estimated 2-3 Months total.

The above estimated timeframe(s) may be impacted by, among other things:

- Timeliness and additional permit and/or plan reviews of review agencies;
- Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.
- Timeframe through construction will vary based on:
 - The Client's schedule and phasing;
 - As-needed easement acquisition;
 - Contractor's progress and adherence to completion date;
 - Client and/or Agencies requesting additional work.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be approximately sixteen (16) Months. All work must be completed and grant closed out by end of 2026 per the existing grant requirements funding this project.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

D. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Task Order:

Task 1. Project Management & Funding Administration

Upon receipt of written authorization from the Client, Consultant will provide the following funding administration tasks:

1. General Administration and Financial Management:

- Attend the Project kick-off meeting with NCDWI to review ARPA/CWSRF funding requirements.



- B. Assist the Client in completing NCDWI paperwork including state assurances, progress reports, monitoring report forms, and others as required by NCDWI.
- C. Prepare reimbursement payment requests and compile necessary supporting documentation for the Client to review and execute. Submit reimbursement requests to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
- D. Act as a liaison between the Client and NCDWI.
- E. Assist the Client Finance Officer in keeping necessary files and match documentation.
- F. Act as a liaison as required between the Client and DWI.
- G. Assist the Client in close-out procedures and paperwork.

2. Project Implementation

- A. Provide oversight and guidance of procurement procedures in accordance with DWI requirements and applicable federal and state regulations.
- B. Conduct coordination sessions with the Consultant, Construction Administrator, Construction Observer, Client, NCDWI, and Construction Contractor. Provide quality control and quality assurance reviews relating to the review of bids, assembly of construction contracts, and pre-construction meeting to comply with state and federal regulations, including minority business recruitment.
- C. Support the Client to complete necessary construction related public notifications.
- D. Work with the Client to ensure compliance with all NCDWI guidelines during, bidding and construction.
- E. Confirm debarment clearance for all contractors for the Client to verify.
- F. Participate in the pre-bid and pre-construction meetings by presenting CWSRF/ARPA guidelines and discussing what will be expected from NCDWI during the project.
- G. Assist in processing construction Contractor payment requests approved by Construction Administrator and Client, to be submitted to NCDWI.
- H. Obtain federal wage decision(s) from the U.S. Department of Labor website.
- I. Compare the federal prevailing wage decision(s) to the certified payrolls, timesheets, and supporting documentation to identify potential issues, follow up on any discrepancies.
- J. Conduct reviews of weekly certified Davis-Bacon payrolls (for up to 6 total Contractors/Subcontractors under Basic Services and based on an estimated construction time period of eight (8) months).
- K. Conduct at least one set of employee interviews with each trade represented on-site for Davis-Bacon compliance, until a representative of trades and construction phases are obtained (for up to 6 total Contractors/Subcontractors under Basic Services and based on an estimated construction time period of eight (8) months).
- L. Obtain construction inspection reports and photos from the Construction Observer to verify Davis-Bacon compliance, as needed.
- M. Work with the Client to prepare all necessary Davis-Bacon paperwork needed for inspections.
- N. Assist in processing construction Contractor payment requests approved by the Construction Administrator and Client, to be submitted to DWI.

Deliverables

- Kick-Off Meeting, Pre-Bid Meeting, and Pre-Construction Meeting.



- ▶ Assist in Required NCDWI Paperwork/Compliance and Pay Applications.
- ▶ Coordination Sessions.
- ▶ Debarment Clearance Confirmation.

Task 2. Additional Bid Phase Services

This task assumes one additional bidding cycle from the contract between the Client and Consultant executed July 11, 2023, (for a total of two (2) bidding cycles), and a reevaluation of design for value engineering based on first bidding cycle. Additional bidding cycles shall be considered Additional Services. Consultant shall provide the following services as part of this task:

1. Bid Advertisement
 - A. If the first bidding cycle does not result in the minimum number of bids, a second bidding cycle is needed. The Consultant will assist the Client in advertising the Project for competitive formal bids. This will include preparing the "Advertisement" for use by the Client for advertising in local newspapers, State websites, Quest website, and the Client's website.
 - B. Provide Client electronic copies of construction documents for advertisement and bidding.
 - C. Issue one (1) addendum based on Contractor request for information as deemed necessary.
2. Bid Opening, Tabulation, and Recommendation:
 - A. Attend the bid opening (Virtual and In-Person), prepare the bid tabulation documents, open bids, and read into record as well as discuss the bid results with the Client;
 - B. Tabulate the bids and issue an opinion to the Client as to the lowest responsive responsible bidder for the project, including preparation of the draft Resolution of Tentative Award.
3. Value Engineering:
 - A. In the event that the market volatility impacts the project cost beyond what can be reasonably predicted, the Consultant will perform a value engineering process to reduce the project scope as to not impact the DWI score and stay within the approved budget.
4. Submittal of Low Bidder Package to DWI
 - A. The Consultant will assemble the Project Bid Information supporting documentation and submit the low bidder package to DWI for DWI review and approval. Upon approval DWI, will issue Authority to Award.

Deliverables

- ▶ Bid opening
- ▶ One (1) Addenda
- ▶ Bid Tabulation and Recommendation of Award
- ▶ Project Bid Information to DWI

Task 3. Construction Administration

As construction administration and review services are requested by the Client, the Client agrees that such administration, review, or interpretation of construction work or documents by the Consultant shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project and shall not give rise to claim against a contractor's failure to hold in accordance with the applicable plans, specification, or standards.

1. Execution of the Construction Contract



- Assemble the contract documents for and assist the Client with the execution process between the Contractor and the Client.
- Provide Conformed Project Manual (Executed Construction Contract) to Client, Contractor, and DWI.

2. Pre- Construction Conference

- Engineer will conduct and a Pre-Construction Conference (Virtual and In-Person) along with Resident Project Representative (RPR) (estimated one (1), two (2) hour hybrid meeting attended by two (2) consultant staff). At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Consultant will prepare and provide a meeting summary to the Client and the Contractor. The Contractor shall be responsible for providing its Sub-Contractors with the meeting summary(s). One full set and one half-sized set of conformed drawings will be provided to the Contractor. Upon completion of the Pre-Construction Conference, the Consultant will Issue official "Notice to Proceed" to the Contractor.

3. Construction Contract Administration

- Consultant will, on behalf of the Client, act as its representative during the estimated 180 day calendar day construction period. Consultant will provide contract administration required for the Project, including:
 - Carry out the duties and responsibilities as Consultant as stated in the General Conditions and Supplemental Conditions of the construction contract.
 - Administer the construction contract, respond to Contractor correspondence, issue instructions from the Client, and maintain a complete document file for the Project.
 - Maintain documents including but are not limited to correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports.
 - Supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

4. Progress Meetings/Site Visits

- During the estimated construction period, Engineer will hold (Virtual and In-Person) monthly progress meetings from Notice-to-Proceed through Substantial Completion. The RPR, Contractor and Client will be in-person while the Engineer's Project Manager and NCDWI will be virtual. In these meetings, the Client, Engineer, RPR, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project.
- Based on on-site observations by Engineer and RPR, Engineer will keep the Client informed of the progress of the work and may recommend to the Client to disapprove or reject work that does not conform to the Contract Documents.

5. Shop Drawing and Submittals Review

- Consultant will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance

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with the information given in the Contract Documents; Consultant will transmit one copy (Hardcopy or Digital) of shop drawings to the Client with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to ten (10) sets of Shop Drawings and up to two (2) reviews and responses to other submittals.

6. Review Pay Requests

- Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Consultant will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. This subtask assumes the review and approval of up to six (6) pay applications and one (1) final pay application.
- By recommending payment, Consultant shall not thereby be deemed to have represented those observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or have involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

7. Change Orders and Time Extensions

- Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Client, Consultant, or the Contractor. Consultant will maintain a listing of additional costs and credits because of change orders. The Client agrees to review change orders prepared by Consultant and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of Consultant, requested by the Client or Contractor, shall be considered Additional Services. This subtask assumes the review and approval to up to five (5) change orders.

8. Final Walk-Through and Certification

- Consultant will conduct one (1) initial walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Consultant will conduct one (1) final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of Consultant's knowledge. Once Consultant and Client deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), Consultant can provide written notice of such to the Client. Additionally, Consultant can recommend final payment to Contractor as appropriate. Additionally, Consultant can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), but only if:
 - Consultant has been allowed to observe construction activities, startup, and testing which he deems appropriate.



- Consultant determines that his observations support that the construction was carried out satisfactorily.
- Known nonconforming construction has been satisfactorily corrected.

9. Standards of Performance

- Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. Consultant shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant or its Consultants.

10. Post Construction Phase

- Upon written authorization from Client during the Post-Construction Phase, Consultant shall:
 - Together with Client, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Client in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - Together with Client, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

Task 4. Construction Observation

The Resident Project Representative (RPR) will perform the following Construction Observation Services as part of this task:

11. Part time observation and documentation concerning the construction of the Project's critical infrastructure (estimated twenty-four (32) hours per week during the active construction period plus additional time for post-construction inspections for an estimated total of nine-hundred and sixty (960) hours).
 - Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding, will be observed only when periodic observation related to critical items may be warranted.
 - The effort for this subtask is based on a forty (40) hour work week, Monday through Friday. If the Contractor desires to work more than forty (40) hours per week and/or on weekends, the additional RPR effort and expenses shall be considered additional services.
 - Observation includes monitoring the operations of the contractor during construction activities for general compliance with the approved plans and City of New Bern standards. Field Reports of activities observed while on site shall include;
 - Photographs of project site and work performed;



- Identify and document progress of work;
- Identify and document non-conformance observed during site visit;
- Identify and document weather conditions;
- Prepare field reports of activities observed while on site;
- Site visits by Engineer of Record (assumed an eight (8) hour site visit approximately once (1) every two months during active construction period).
- Consultant will coordinate with the Contractor to track weather impacts to construction in accordance with the construction contract documents.
- Coordination and communication with owner on any items identified to be non-conforming to the City of New Bern standards and specifications.

The following is a list of critical items that Consultant staff need to observe during construction activities to meet minimum requirements to certify the installation of stormwater utility construction as required by the plans as applicable to this project:

1. Installation of erosion control devices;
2. Installation of traffic control signs and barricades;
3. Demolition of existing infrastructure;
12. Installation of stormwater infrastructure
 4. Geotechnical test results on pipe backfill, stone and asphalt densities and thicknesses for asphalt patching (to be provided by Client to Consultant);
 5. Review construction for general compliance with the current City of New Bern standard specifications and general compliance with the intent of the plans and specifications.
13. Consultant has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Consultant will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Client can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Client is modified, such that the contract time is extended, then Consultant reserves the right to negotiate an increase in the budget for this task.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

The intent of on-site observation is to fulfill NCDWI requirements, become generally familiar with the progress and quality of the portion of the Work completed, to determine, in general, if the Work is being performed in accordance with the general construction standards and specifications, contract documents. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Based on the site visits, Consultant shall keep the Client reasonably informed about the progress of the associated Work completed, and it shall be the Client's responsibility to make decisions on work progress, changes, and costs. Also, it shall be the Client's responsibility to engage the contractor and schedule to repair any work that needs remediation as identified by the government agencies inspection reports or notices of violations or as identified on Consultant reports.



Consultant is also not responsible for posting bonds and financial guarantees or payment of fees and other items related to design and permitting. Consultant is not responsible for fines levied against the Client for failure to complete corrective actions.

Task 5. Material Testing Services (Sub-Contracted to Geotechnologies)

Consultant's sub-consultant will perform material testing and inspections as needed during the construction phase of the Project to include:

- ▶ Monitoring of grading activities, including density testing of structural fill.
- ▶ Evaluation of subgrades (proof rolls) and foundation bearing grades by our on-site technician or engineer, including repair recommendations as needed.
- ▶ Concrete testing and inspections by an ACI certified technician, including inspection of rebar and anchor bolts prior to placement of concrete, observation of concrete placement and testing of concrete. Testing will include slump, air content, unit weight, temperature and casting of 4" x 8" samples for compressive strength testing. Sets of 5, 4" x 8" concrete test samples will be cast on a 50 cyd frequency for compressive strength testing in the laboratory.
- ▶ Laboratory testing of soils used for structural fill, including standard Proctor testing. Compressive strength laboratory testing of concrete samples.
- ▶ Professional engineer time for site visits, attending meetings and prepare stamped letters as needed.

This task will be completed on an hourly basis according to Exhibit III – Geotechnologies, Inc Schedule of Fees. All sub-consultant services will be marked up by 15%.

Task 6. As-Built Survey

Once the project is deemed substantially complete, Consultant will collect as-built condition survey of the proposed improvement planimetrics and elevations to include:

- ▶ Stormwater Improvements:
 - Inlet rim and invert elevations
 - Pipe inverts
 - Trail & boardwalk extents

The horizontal datum will be NC Grid NAD83 (2011) and the vertical datum will be NAVD 88. Deliverables for this task include an AutoCAD file for internal use by Consultant to complete Record Drawings under a separate task.

Task 7. Engineers Certification & Record Drawings

Prior to the City of New Bern acceptance of the public infrastructure, Utility Certification and Record Drawings must be completed and submitted for review to the City of New Bern. The following items are included in this task:

14. Review record (as-built) surveys of water, sewer, and storm infrastructure as provided by Consultant per Task 20 of this agreement and coordinate with the Surveyor of Record to ensure all necessary items have been captured in the record (as-built) survey;
15. If the survey is provided by another survey firm, the information must be provided with all required information in a format that Consultant can use to prepare record drawings and a signed and sealed drawing and CAD file shall be provided by the surveyor of record (coordination with another survey firm is considered additional services);
16. Prepare engineering record drawings and utility certifications for submittal to the City of New Bern. The record drawings will show the horizontal and vertical information per the City of New Bern Record Drawing Checklist;



17. Respond to City of New Bern comments from the initial submittal (includes two (2) submittals, additional submittals will be considered "additional services");
18. In accordance with the utility permit requirements to provide engineering certifications for the utilities and public street construction, periodic observations by the designer are required. During the project, Consultant will perform the required periodic field observations to document construction compliance as noted and required as defined elsewhere in the proposal. These reports will provide the documentation necessary to support Engineering certifications which will be required before final regulatory approvals are obtained.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. The following list is not all inclusive and the Scope of Services defines the services to be provided by Consultant for this project. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule at the time of additional services contracting. The exclusions are described below but are not limited to the following:

1. Development of a revised dewatering plan.
2. Assessment of potential utility conflicts.
3. Development of a Traffic Control plan.
4. Soil Investigation Services, including Seasonal High-Water Table Determination
5. Environmental testing / characterization of overburden generated during construction to support offsite transportation, placement, or disposal
6. Landscape Architecture, Engineering, or Planning for additional phases of the Project
7. Groundwater testing or treatment (such as for water quality)
8. Flood studies or coordination with FEMA (such as for CLOMRs or LOMRs)
9. Additional Survey Work (such as Complete Boundary, Construction, Easement Staking)
10. Land/easement mapping & acquisition services or coordination (such as metes and bounds for land / easement acquisitions)
11. Providing services of special consultants (other than the as specifically described under Basic Services).
12. Serving as an expert witness for the Client in any litigation involving the Project.
13. NCDOT encroachment agreements
14. Direction of construction means, methods, techniques, sequences, or procedures;
15. Dry utility coordination/design;
16. NPDES monitoring/reporting;
17. Loan draw certifications;
18. Bonds and Bond Estimates;
19. O&M/SWMP Manuals;
20. Any other items not specifically listed in the Scope of Services.



F. Client Responsibilities

The following items will be provided by the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide full information as to its requirements for the Project.
2. Confirm the survey boundary prior to the commencement of field work
3. Assist with site access
4. Assist the Consultant by providing all available information pertinent to the Project, including previous inspection data and reports, maps, old drawings, maintenance records and any other data relative to the properties being surveyed.
5. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
6. Designate a person in writing authorized to act and make binding decisions on behalf of the Client with respect to the scope of work covered under this Project.
7. Client shall be responsive and engaging throughout the project by providing timely responses to inquiries made by the Consultant.
8. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project.
9. Coordinate with applicable project stakeholders to provide third party information on adjacent projects under the Client's purview and required for completion of the Basic Services listed above.
10. Provide assistance regarding any matters relating to the Project and requiring an attorney at law.
11. Client shall conduct all correspondence and obtain approvals with NCDEQ and NC Railroad regarding proposed revisions, if necessary.
12. Client is responsible for obtaining all construction and off-site utility easements as required for this Project.
13. Provide direction and payments to contractors.
14. Coordination with contractor on scheduling or fulfillment of its responsibilities.



G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in Scope of Services on a lump sum and unit (hourly) basis described in Section C and noted below. Reimbursable expenses will be invoiced in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Management & Funding Administration (Lump Sum)	\$65,000
Task 2	Additional Bid Phase Services (Hourly)	\$10,000
Task 3	Construction Administration (Hourly)	\$80,000
Task 4	Construction Observation (Hourly)	\$190,000
Task 5	Material Testing Services (Hourly)	\$65,000
Task 6	As-Built Survey (Lump Sum)	\$8,000
Task 7	Engineers Certification & Record Drawings (Lump Sum)	\$10,000
EXPEN	Reimbursable Expenses (Estimated)*	\$5,000
Total		\$433,000

*Expenses will be invoices per the Expense Schedule included in Exhibit II

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the unit rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.



H. Acceptance

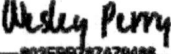
This proposal is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and City of New Bern. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

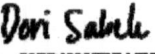
WithersRavenel

ACCEPTED BY:

City of New Bern

Signed by:
 8/6/2024
Signature Date
 Wesley "Ross" Perry, PE, CFM
Name
 Senior Project Manager
Title

Signature Date
 Foster Hughes
Name
 City Manager
Title

Declassified by:
 8/6/2024
Signature Date
 Dori Sabeh, PE, GISP
Name
 Director of Stormwater
Title

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

Printed Name:

Date:

Attachments:

- Exhibit I – On-Call Master Service Agreement
- Exhibit II - Fee & Expense Schedule
- Attachment A – ARPA Federal Contract Provisions
- Attachment B – Debarment Status Certification
- Attachment C – E-Verify Affidavit

Exhibit I - On-Call Master Service Agreement

STATE OF NORTH CAROLINA

Contract Identification #23-0702

COUNTY OF CRAVEN

**MASTER AGREEMENT FOR ON-CALL
PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES ("Agreement") is entered into this the 22nd day of January, 2024 (the "Effective Date"), by and between WithersRavenel, a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary, NC 27511 (the "Professional"), and the **City of New Bern**, a municipal corporation of the State of North Carolina, (the "City"). City of New Bern and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, the City is engaged in the development, planning, operation, and utilization of infrastructure in the City, including: water systems, wastewater systems, stormwater, streets and roads, mechanical engineering, and structural engineering, which periodically require design, revision, engineering, evaluation, surveying, testing, and other related services; and

WHEREAS, the professional services of engineers, surveyors, planners, landscape architects, funding administrators, environmental scientists, and financial professionals will from time to time in the future be needed by the City for the services as described above; and

WHEREAS, City issued a "Request for Qualifications for Professional Services" dated May 23, 2023 ("RFQ"); and

WHEREAS, Professional was one of several firms responding to RFQ with a Proposal dated June 8, 2023 ("Proposal") and is willing to provide the engineering services outlined and authorized under this Agreement and will serve on an on-call basis for each project /task order authorized under this Agreement; and

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the City, and the Parties desire to set forth the basic terms of their agreement herein rather than in the separate authorizations issued by the City; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the City from hiring other vendors or professionals to perform the same or similar work.

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and

mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound hereto, do contract and agree as follows:

1. REQUEST FOR TASK ORDER. Professional is qualified and able to provide one or more of the following specific categories of on-call services for the City: design, revision, engineering, evaluation, surveying, and/or testing for stormwater control, roadway and pedestrian facilities, utilities, greenway facilities, environmental services, funding services, and other related projects.

As the need for professional services contemplated by this Agreement arise, the City will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the City's requirements. If the Professional employs the qualified personnel that meet the City's requirements to perform the requested services, Professional may submit to the City within the time specified a written Task Order describing the professional services to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by City. The Task Order shall contain a project scope, schedule, and fee schedule setting forth the fees for the scope of services.

2. ACCEPTANCE OF TASK ORDER. The City and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties; in the event of a conflict between the terms of the Task Order and this Agreement, this Agreement shall control unless the Task Order specifically notes the agreement of the parties that the conflicting term therein controls. If said Task Order is acceptable, the City shall accept the same in writing by a duly authorized officer or agent of the City. The City and the Professional agree that such written acceptance may be provided by electronic mail.

3. COMMENCEMENT AND COMPLETION OF SERVICES. Professional shall commence and complete the work required by a Task Order as expeditiously as is in keeping with the applicable standard of care and will, consistent therewith, endeavor to commence and complete the work in accordance with the dates provided in the Task Order(s) as agreed upon by the Parties. Professional shall immediately notify the City of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to a Task Order until written authorization to proceed has been provided by the City. If Professional has not commenced or completed the work on a schedule commiserate with the applicable standard of care, the City may declare such delay a material breach of contract and may pursue all available legal and equitable remedies.

4. PAYMENT OF SERVICES. Professional shall submit to the City monthly invoices for the services performed during that month, calculated based on the approved Task Order. The City has the right to require the Professional to produce for inspection all of Professional's records related to the Task Order, billing rates of personnel, and charges for direct expenses for

which cost-plus compensation is provided to verify the accuracy of all invoices. The City shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between the City and Professional concerning the accuracy of said invoice or the services covered thereby, in which event the City shall pay any undisputed amounts within thirty (30) days of receipt of said invoice and provide contemporaneously with such partial payment a written explanation of all bases upon which the remaining amounts were withheld. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL. Professional, in performance of its services, shall exercise the same degree of care, skill, and judgment as is ordinarily provided by a similar professional providing the same or similar services under the same or similar circumstances in the same or similar location at the time the services in question are performed by Professional.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR. In the event a Task Order includes construction observation services by the Professional, Professional shall be responsible for determining that the construction actually observed by the Professional is in general conformity with the quality level specified and the plans and specifications. City agrees that such observation of construction work or documents by Professional shall not relieve any contractor from liability in regard to its duty to comply with the standards for the Project, shall not give rise to a claim against Professional for a contractor's failure to comply with the applicable plans, specifications or standards, and that Professional is not responsible for the means, methods, sequencing, safety, or other operations of any contractor.

7. TIME AND COST ESTIMATES. Professional's cost estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications, and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional has no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and the Professional cannot and does not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by it. If at any time the City wishes greater assurances as to schedules or the amount of any costs, it shall employ an independent cost estimator, scheduling consultant, or other third party to make such determination.

8. INDEMNIFICATION. To the extent permitted by law, the Professional agrees to indemnify and hold-harmless the City, its elected and appointed officials, and employees against any and all losses, including all costs connected therewith, for any damages which may be recovered against or from the City, its elected or appointed officials, or employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS. Consistent with the applicable

standard of care, the Professional shall adhere to all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the County of {NAME}, and the City, in the performance of the services required by a Task Order. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina with jurisdiction and venue in the state courts of Wake County and all parties hereby consent to the jurisdiction and venue of such courts.

10. E-VERIFY COMPLIANCE. The Professional shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Professional shall require all of the Professional's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

11. OWNERSHIP OF DOCUMENTS. Upon full payment for the Professional's services, the City, and not the Professional, will acquire, enjoy and retain ownership and intellectual property rights in all materials specifically prepared by the Professional in performance of its services under a Task Order (the "Work Product"); provided, however, that any modification to the Professional's Work Product or use of the Work Product for any purpose other than in connection with the project for which the Work Product was created shall be at the sole risk of City; and provided further that Professional shall have the right to continue using any standard or pre-existing details, forms, formats, data, graphics or the like incorporated into any Work Product.

12. INSURANCE. The Professional shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$1,000,000, and provide certificates of such insurance naming the City as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum aggregate amount of \$2,000,000. The Professional shall provide notice of cancellation, non-renewal or material change in coverage to the Town within ten (10) days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Professional to have sufficient insurance nor the requirement that the City is named as an additional insured, shall constitute waiver of the City's governmental immunity in any respect, under North Carolina law.

13. DEFAULT. In the event of substantial failure by Professional to perform in accordance with the terms of a Task Order, the City shall have the right to terminate such Task Order upon seven (7) days written notice if Professional has failed to commence reasonable efforts to cure such failure within the seven (7) days after receipt of written notice, in which event Professional shall have neither the obligation nor the right to perform further services under the terminated Task Order.

14. TERMINATION FOR CONVENIENCE. The City shall have the right to terminate a Task Order for the City's convenience upon thirty (30) days written notice to Professional. Professional shall terminate performance of services under the Task Order on a schedule acceptable to the City, provided that in no event shall Professional be required to perform services after the effective date of termination. In the event of termination for convenience, the City shall pay Professional for all services performed in accordance with the terms of the Task Order prior to the effective date of termination.

15. NOTICE. Any formal notice, demand, or request required by or made in connection with this Agreement or any Task Order shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO PROFESSIONAL:

WithersRavenel, Inc.

Attn: Ross Perry, PE, CFM, On-Call Contract Manager

137 S Wilmington Street, Suite 200

Raleigh, NC 27601

Telephone: 919-238-0336

Email: rperry@withersravenel.com

TO CITY:

City of New Bern

ATTN: George Chiles, Director of Public Works

Mailing Address: P.O. Box 1129, New Bern, NC 28563

Shipping Address: 1004 S. Glenburnie Road, New Bern, NC 28562

Telephone: 252-639-7500

e-mail: ChilesG@newbernnc.gov

16. DELAY BEYOND THE CONTROL OF THE PARTIES. Neither Professional nor City shall be in default of any Task Order or the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall include, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement or any Task Order shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties, and no such waiver of any breach or non-performance shall be deemed to constitute a waiver of any other or subsequent breach or non-performance.

18. CONSTRUCTION. Should any portion of this Agreement or any Task Order require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

19. DURATION OF AGREEMENT. The initial term of this Agreement shall be a period of three (3) years from the Effective Date, with the City having the option to extend the Agreement for two (2) one-year extension periods.

20. SEVERABILITY. In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

21. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

22. MODIFICATION. This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed by both parties.

23. BINDING EFFECT. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

24. ASSIGNMENT. Professional shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the City, which may be withheld in the sole and absolute discretion of the City. Nothing contained in this paragraph shall prevent Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR. Professional is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement and any Task Order as an independent contractor. Professional shall be wholly responsible for the methods, means and techniques of performance. Professional's work does not include any supervision or direction of the work of any other person or entity or their employees or agents (except to the extent such person or entity was actually retained by Professional), and Professional's presence shall in no way create any liability on behalf of Professional for failure of others, their employees or agents to properly or correctly perform their work.

26. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due from the City hereunder and under any Task Order are from appropriations and monies from the City {BOARD | COUNCIL} and/or other governmental entities, by and through the City. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement and Task Orders issued in connection herewith for any fiscal year, the City may terminate this Agreement and any open Task Orders immediately without further obligation of the City except with respect to payment of Professional for work performed through the date of termination.

27. IRAN DIVESTMENT ACT. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North

Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 5th day of August, 2024.

Professional

City

Name: Butch Lawter Foster Hughes
WithersRavenel City of New Bern

By: Signed by:
R. S. (Butch) Lawter, Jr.
335D23151E4AAE3...
(Signature) (Signature)

Title: Senior Delivery Officer City Manager

Attest: DocuSigned by:
Lindsay Kalmus
29E9CD6E6B0F4E1...
(Secretary, if a corporation) Attest:
Lindsay Kalmus Project Coordinator
NAME/TITLE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Finance Officer: _____
Printed Name: _____
Date: _____



WithersRavenel
Our People. Your Success.

EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400

Effective January 1, 2024 - Schedule is subject to change

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or 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.

This 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.



8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)

ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR § 5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

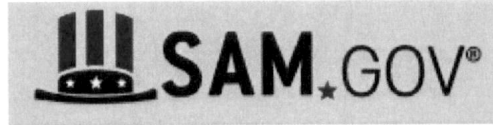
(Authorized Signature)	WithersRavenel, Inc (Name of Contractor)
(Printed Name and Title)	115 MacKenan Drive (Street Address and/or PO Box)
(Date)	Cary, NC 27511 (City, State, Zip Code)
Fed ID 56-1740520 / Unique Entity ID - SK8ECFTPUEH7 (Unique Entity ID, Tax Identification or Social Security Number)	

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)

Federal Debarment Search
<https://sam.gov/content/home>



Unique Entity ID CAGE/NCAGE
SK8ECFTPUEH7 8T6L1

Expiration Date

Dec 4, 2024

Physical Address
**115 Mackenan DR
Cary, North Carolina
27511-7903, United States**

Mailing Address
**115 Mackenan DR
Cary, North Carolina
27511-7903, United States**

Purpose of Registration
All Awards

Version

Current Record ▼

WITHERSRAVENEL, INC

Unique Entity ID SK8ECFTPUEH7	CAGE / NCAGE 8T6L1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 4, 2024	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 13	State / Country of Incorporation North Carolina / United States	URL www.withersravenel.com

Registration Dates

Activation Date Dec 7, 2023	Submission Date Dec 5, 2023	Initial Registration Date Aug 21, 2020
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Apr 23, 1991	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 8PQT6	Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
8T6L1

Points of Contact

Electronic Business

✎
Christopher C Bryant

**115 Mackenan Drive
Cary, North Carolina 27511
United States**

Government Business

✎
Kerry T Colwell

**115 Mackenan Drive
Cary, North Carolina 27511
United States**

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes

541330

237110

237210

237310

237990

513210

518210

541320

541340

541360

541370

541512

541620

541990

561990

562212

562910

NAICS Title

Engineering Services

Water And Sewer Line And Related Structures Construction

Land Subdivision

Highway, Street, And Bridge Construction

Other Heavy And Civil Engineering Construction

Software Publishers

**Computing Infrastructure Providers, Data Processing, Web
Hosting, And Related Services**

Landscape Architectural Services

Drafting Services

Geophysical Surveying And Mapping Services

Surveying And Mapping (Except Geophysical) Services

Computer Systems Design Services

Environmental Consulting Services

All Other Professional, Scientific, And Technical Services

All Other Support Services

Solid Waste Landfill

Remediation Services

Product and Service Codes

PSC

PSC Name

B510

Special Studies/Analysis- Environmental Assessments

B517

Special Studies/Analysis- Geological

B532

Special Studies/Analysis- Soil

C219	Architect And Engineering- General: Other
F109	Environmental Systems Protection- Leaking Underground Storage Tank Support
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R425	Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
North Carolina	(blank)	(blank)
South Carolina		
Virginia		

ATTACHMENT C
E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of

WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby

swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023

Signature of Affiant: C. Chan Bryant

Print or Type Name: C. CHAN BRYANT

State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Acquisition of 1505 North Hills Court as part of the Hazard Mitigation Program (HMGP)

Date of Meeting: 8/27/2024	Ward # if applicable:
Department: Development Services	Person Submitting Item: D'Aja Fulmore, Community Development Coordinator
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	As part of FEMA's Hazard Mitigation Acquisitions Project (DR 4393-0029), the homeowners of 1505 North Hills Court have opted to sell the property. Valuation procedures were implemented based on FEMA acquisition requirements. The homeowners completed and signed a Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space on December 4, 2023. By approving this resolution, the City of New Bern accepts the title of this property, and the property shall remain open space in perpetuity to restore or conserve natural floodplain functions.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Purchasing Documents, Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



MEMORANDUM

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

FROM: D'Aja Fulmore, Community Development Coordinator

DATE: August 14, 2024

SUBJECT: Consider Adopting a Resolution Approving the Acquisition of 1505 North Hills Court as part of the Hazard Mitigation Program (HMGP).

In June 2020, The City of New Bern entered an agreement under the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) for the acquisition and demolition of properties in flood-prone areas of the city. This was enacted as a response to the damage of homes caused by Hurricane Florence in 2018.

Under this program (Project 4393-0029), the City of New Bern agreed to acquire and demolish 8 potential residential structures that would return to open space. The deeds of the properties are to be transferred to the City of New Bern with restrictions imposed for the sites to remain as open space in perpetuity.

Of the 8 potential properties, the property owners of 1505 North Hills Court accepted the offer for acquisition. On December 4, 2023, the property owners signed a Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space. The subgrantee identified the purchase offer valuation of the property as of September 16, 2018, as \$106,000. These pre-storm valuations were implemented based on FEMA acquisition requirements.

The City will receive a deed transfer for the property located at 1505 North Hills Court, parcel ID number 8-063-034.

Please contact D'Aja Fulmore at 252-639-7586 if you have questions or need additional information.

RESOLUTION

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

That the conveyance of 1505 North Hills Court, New Bern, North Carolina to the City of New Bern by Dorothy West Burgess and Roger Willis Burgess be and the same is hereby approved, and the City Manager is hereby authorized and directed to execute the Settlement Statement (HUD-1), a copy of which is attached hereto and incorporated herein by reference, in duplicate originals for and on behalf of the City.

ADOPTED THIS 27TH DAY OF AUGUST 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



03/20/2024

Roger and Dorothy Burgess
1505 North Hills Court
New Bern, North Carolina 28562

Dear Mr. and Mrs. Burgess:

DSW Homes would like to enter into negotiations with you on behalf of the City of New Bern for the purchase of your property located at 1505 North Hills Court, New Bern, North Carolina 28562 as part of the City of New Bern property acquisition project. If you choose to sell your property, title to your property will be transferred to the City of New Bern. DSW Homes will purchase your property on behalf of the City of New Bern only if you voluntarily agree to the purchase.

White and Allen has been authorized to represent DSW Homes in negotiations. He/She also will ensure you understand your rights and options under this acquisition program.

Please review the enclosed Statement of Determination of Fair Compensation, which estimates the fair market value of your property in accordance with established policies and procedures, and Offer to Sell Real Property, which is a legal offer from DSW Homes to you to sell your property. The following options are available to you:

1. Make an offer to sell your real property for the amount stated in the Statement of Determination of Fair Compensation. If you choose to sell your property for the amount stated in the Statement of Determination of Fair Compensation, sign and return the enclosed copies of the Offer to Sell Real Property as soon as possible, but no later than 04/05/2024 using the enclosed self-addressed, stamped envelope, or via DocuSign. Once all copies have been executed, an executed copy will be returned to you. Then, upon completion of a title examination, we will proceed with closing.
2. Reject this invitation to make an Offer to Sell Real Property. If you choose to reject this invitation and terminate negotiations, please notify DSW Homes of your decision in writing as soon as possible, but no later than 04/05/2024. At which time, DSW Homes will not pursue acquisition of your property any further for the purpose of this property acquisition project on behalf of the City of New Bern.
3. Contest the amount stated in the Statement of Determination of Fair Compensation. If you disagree with the amount stated in the Statement of Determination of Fair Compensation, but want to continue negotiations, you may retain, at your own expense, a qualified

appraiser acceptable to DSW Homes to perform a second appraisal. If you choose to have a second appraisal conducted, please—

- a) Notify White and Allen in writing as soon as possible, but not later than 04/05/2024.
- b) Forward the second appraisal once it is completed to DSW Homes. Upon receipt of the second appraisal, DSW Homes will accept, reject, or modify the estimated fair market value and DSW Homes will notify you.
If applicable, DSW Homes will revise the Statement of Determination of Fair Compensation and the Offer to Sell Real Property and mail them to you. You then may choose to either execute one of the offers to sell real property (the original or amended) and return it to DSW Homes or terminate negotiations. If you terminate the negotiations, DSW Homes will not pursue acquisition of your property any further on behalf of the City of New Bern.

DSW Homes knows you are facing an important, life-changing decision and will assist you in any way possible. If you have any concerns or questions, please call DSW Homes at 361-450-7800 during the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

Sincerely,

Madison Muehe

Madison Muehe
Pre-Construction Coordinator

Enclosures: Statement of Determination of Fair Compensation
Offer to Sell Real Property
Self-addressed, stamped return envelope

Statement of Determination of Fair Compensation

Location of property: 1505 North Hills Ct, New Bern, NC 28562
 Address of property: 1505 North Hills Ct, New Bern, NC 28562
 Legal description: LOT 34 North Hills, Contained in Deed Book 1416 Page 96, Craven County Registry
 Owner(s) of record: Dorothy W. Burgess/Roger Willis

Type of residence:	<input checked="" type="checkbox"/> Single family	<input type="checkbox"/> Multiple family
Number of rooms:	<u>6</u> Total	<u>3</u> Bedroom(s) <u>2</u> Bath(s)
Exterior (check one):	<input checked="" type="checkbox"/> Brick	<input type="checkbox"/> Wood <input type="checkbox"/> Siding
	<input type="checkbox"/> Concrete	<input type="checkbox"/> Other: _____
Size of residence:	<u>1539</u> square feet	
Size of lot:	<u>18,295</u> square feet	
Improvements:		

Interest to be acquired: ☒ Fee simple ☐ Conservation easement

Amount of compensation: \$ 106,000.00

This amount is based on an estimated total value of \$_____, from which a total amount of \$_____ has been deducted to avoid duplication of benefits. (See below.) This amount is believed to be fair compensation for the property, and no less than its fair market value. The following have been deducted from the estimated total value:

Flood insurance	\$ <u>0</u>	Disaster Housing	\$ <u>0</u>
State IFG	\$ <u>0</u>	Hazard Minimization	\$ <u>0</u>
SBA Loan	\$ <u>0</u>	Other: <u>0</u>	\$ <u>0</u>

Appraisal approach: September 17, 2018

The amount of compensation disregards any possible increase of the fair market value, which might result from this property acquisition project. The fair market value of this property is estimated as of 9/17/2018, the date before the event precipitating this property acquisition project. It does not reflect any economic depreciation as a result of that event. In the determination of compensation, fair market value is defined as, "the amount for which, in all probability, the property would be sold by a knowledgeable owner willing but obligated to sell to a knowledgeable purchaser who desired but is not obligated to pay." This property has been studied considering its tax roll value or highest and best use for its type.

Brianna Mason
 Authorized Agent

11/30/2023
 Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**Statement of Voluntary Participation for
Acquisition of Property for Purpose of Open Space
FEMA's Hazard Mitigation Assistance Programs**

THIS AGREEMENT is made and entered into this on (date) 12/1/2023, by and between (name of Subgrantee) DSW Homes LLC, hereinafter referred to as "Subgrantee," and (property owner) Roger and Dorthy Burgess, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) 1505 North Hills Ct., New Bern, NC 28562, hereinafter referred to as "property."
2. Subgrantee has notified Seller that the Subgrantee may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property as of (date) 9/16/2018 is \$ 106,000.00, as determined by appropriate valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below (e.g., *Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*). DR 4393-0029 City of New Bern Acquisition and Demolition Project
4. Subgrantee has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purpose if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to the Subgrantee the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on (date of closing) 12/28/2023, unless Seller has voluntarily sold Property to the Subgrantee by that date.

<p>Declassified by: <u>Roger Burgess</u> A993A1BDA131443 signed by: <u>Roger Burgess</u> Property Owner Signature <u>Brianna Mason</u> Subgrantee's Authorized Agent Signature</p>	<p style="text-align: right;"><u>12/4/2023</u> Date <u>12/4/2023</u> Date <u>12/1/2023</u> Date</p>
--	---

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for Property Owners Voluntary Participation Statement is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, and Paperwork Reduction Project (1660-0103). **Note: Do not send your completed form to this address.**

Offer to Sell Real Property

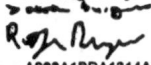
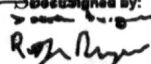
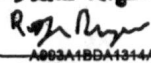
THIS AGREEMENT is made and entered into this 30 day of November, 2023, by and between Roger Burgess, hereinafter referred to as "Sub-grantee," by its authorized agent, White and Allen, and DSW Homes LLC, hereinafter referred to as "Seller." The parties agree as follows:

1. Sub-grantee, acting under a sub-grant from NCEM Hazard MIT Acquisition and Demolition, hereinafter referred to "Grantee," desires to purchase certain properties as a means of mitigating the risks of natural disasters.
2. Seller owns property located at 1505 North Hills Ct, New Bern, NC 28562, hereinafter referred to as "Property," which is among properties Sub-grantee desires to purchase.
3. Seller represents—
 - a) Property has been damaged by natural disaster.
 - b) Seller qualifies for the assistance granted.
 - c) Seller understands *no obligation to sell the Property exists*.
 - d) Seller chooses to *voluntarily sell Property to Sub-grantee*.
4. Sub-grantee shall pay Seller the sum of \$106,000 dollars and 0 cents (\$106,000.00) for Property, payable at settlement after the acceptances of this agreement and preliminary approval of Seller's title, provided Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.
5. The sum to be paid for Property is its pre-disaster fair market value of \$0, less deductions in the amount of \$0, per the Statement of Determination of Fair Compensation, dated 9/17/2018, for which Seller can not document as expended on repair of damaged structure(s).
6. FEMA Hazard Mitigation Grant Program funds being used for the purchase of Property can not and will not duplicate benefits received from other sources of funds. Seller will return any disaster aid money received if any such money results in a duplication of benefits.
7. Proceeds from the sale of Property shall first be applied to all liens on Property, including any real estate taxes that are due and payable to the date of settlement.

8. Seller shall execute all necessary documents to transfer fee simple title to Property to Sub-grantee, and any and all documents, now and in the future, required by Sub-grantee, Grantee, or FEMA to complete this transaction and comply with local, State, or Federal regulation.
9. Seller shall not remove any property considered a portion of the real estate without first notifying Sub-grantee in writing and providing written appraisals of any such property. Final value of the property will be determined by Sub-grantee and negotiated prior to removal. The value, as finally determined, will be deducted from the purchase price or repaid by Seller within ten (10) days after removal, as appropriate.
10. Seller shall not remove any fixtures, materials, or improvements to the real estate from the premises, nor salvage any materials from the premises at the time of settlement or demolition. Any violation of this agreement may change the fair market value of the structure.

Seller acknowledges that it has reviewed this Agreement and has had an opportunity, at its discretion, to contact an attorney of its choice to review this Agreement. Seller also acknowledges that it enters into this Agreement fully understanding the nature thereof, and saves and holds harmless Sub-grantee as a result of this Agreement or anything incident to the sale of the referenced real property.

THIS AGREEMENT is binding on the heirs, executors, successors, and assigns of both parties.

	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>A993A1BDA1314A3...</small> </div>	12/4/2023
<i>Witness</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>A993A1BDA1314A3...</small> </div>	Date
	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>A993A1BDA1314A3...</small> </div>	12/4/2023
<i>Witness</i>	<i>Seller</i>	Date
	<i>Brianna Mason</i>	11/30/2023
	<i>Sub-grantee Authorized Agent</i>	Date

PRELIMINARY OPINION OF TITLE FOR
Fidelity National Title Insurance Company

Lot #34 North Hills
1505 North Hills Court, New Bern, NC 28562

2023-T-132742-24
8 063 034

The undersigned has examined the record title on the Craven County records (and municipal tax and assessment records if within a municipality) for the period shown below relative to title to the real property described below, and gives the following opinion of status:

Owner(s): Dorothy West Burgess and husband, Roger Willis Burgess

Interest or estate: Fee Simple

Property Description: (or attach copy of legal description)

See attached description

Subject to the uninitialed STANDARD EXCEPTIONS attached hereto.

Also subject to the following SPECIAL INFORMATION AND EXCEPTIONS:

Taxes:

1. Ad valorem taxes are paid through and including those for the year:..... 2023.
2. Taxes now due and payable:..... 2024.
3. Taxes, a lien, deferred or otherwise, but not yet due and payable:..... 2025 & subsequent years.
4. Special levies or assessments now due or payable in future installments:..... n/a.
5. Estate or inheritance taxes:..... n/a.

Restrictive Covenants? Yes [x]; No [] (Attach Copy).

1. Book 714, Page 206.
2. Does survey and/or public record indicate a violation? Yes []; No []; Unknown [x].
3. Contain reversionary or forfeiture clause? Yes []; No [x].
4. Building Setback Line(s) of 35 feet from front; 10 feet from side; 20 feet from side street; ___ from rear.
5. Easements/Other Matters: drainage & utility easement 10' wide along rear lot lines

Survey and Inspection Report Attached? Yes []; No [x].

Recorded Plat? Yes [x]; No [].

1. Book 9, Page 91.
2. Building Setback Line(s) of 35 feet from front; ___ feet from side; ___ feet from side street; ___ from rear.
3. Violated? Yes []; No []; Unknown [x].
4. Easements/Other Matters: 5' utility easement along rear lot lines

Access to Public Right of Way? Yes [x]; No [].

Direct [x]; or over a private easement []?

(If private easement, attach copy.) If over a private easement, has a search been made of adjoining property on which easement crosses? Yes []; No [].

Property Occupied By: Owner []; Tenant []; Unimproved []; Unknown [x].

Updating From Previous Title Insurance Policy? Yes [x]; No []; (Attach Copy). If "Yes", has a search of the public records been accomplished for such period of time within which judgments, liens or other matters could affect the property, regarding the owner(s) of the property on and after the date of said policy? Yes [x]; No []

Other Easements, Liens, Deeds of Trust, Objections or Defects:

- 1) This opinion constitutes an update of Fidelity National Title Policy #94J24110-O. All exceptions apply EXCEPT Deed of Trust recorded in Book 1416, Page 199, Craven County Registry, which has been cancelled of record.
- 2) Environmental Exceptions.

This opinion of title is for the parties to whom it is furnished, is not transferable, and may not be used by any other person or entity without the prior written consent of the undersigned.

The Search Period was from April 29, 1994 to December 11, 2023 at 8:00 A. M.

Telephone: (252) 638-5792
Address: P.O. Drawer U
New Bern, NC 28563

WHITE & ALLEN, P.A.

By: _____
Attorney

TITLE INSURANCE APPLICATION

1. Owner's Insurance: \$ 106,000.00 (purchase price/value).
 - a) Insured: City of New Bern.
 - b) Use of property: Commercial []; Residential [x]; Unknown []; Other []
2. Mortgage Insurance: \$ _____ (loan amount).
 - a) Insured: _____.
 - b) Loan is: Permanent []; Temporary []; Construction []; FHA []; VA []; Conventional [x]; Other [] _____.
 - c) The following Standard ALTA Endorsements are requested: _____.

Send original Binder to: W&A.

N.C. Bar Assoc. Form No. 1-P, c 1989.

This Standard Form has been approved jointly and is copyright c 1989 by:
NORTH CAROLINA BAR ASSOCIATION
NORTH CAROLINA LAND TITLE ASSOCIATION

T-127

[132742-00024/3396097/1]

STANDARD EXCEPTIONS

The attorney should initial any exceptions that are to be eliminated on the line to the left of the exception.

1. Interest or claims not disclosed by public records, including but not limited to:
 - (a) Unrecorded Mechanics' or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements of real property within 120 days from the last day of performance and will upon perfection relate in priority to the first day of performance as a valid lien on real property.)
 - (b) Unrecorded Leases. (Under North Carolina law, parties in possession of the premises under a verbal or unrecorded lease of three years or less duration may remain in possession under terms of the tenancy.)
 - (c) Matters that may defeat or impair title which do not appear on the records (Evidence revealing missing heirs, forgeries, etc. may not be on the public records, but such facts if properly established may impair or defeat what appears to be a good title on the record.)
 - (d) Taxes, special assessments, and other governmental charges that are not shown as existing liens by the public records. (Governmental charges may be made for acreage fees, tap on fees, cost of weed cutting, demolition of condemned buildings and other matters that are not shown as existing liens on the property by the public records.)
 - (e) Unlisted personal property taxes. (If discovered, such taxes and any penalties may be assessed as a lien on the subject property.)
- ___ 2. Matters occurring prior to and subsequent to the inclusive dates of examination.
- ___ 3. Matters which would be revealed by a review of the public records regarding the proposed purchaser/borrower, who is not a current owner of the property.
- ___ 4. Any inaccuracies and discrepancies which an accurate survey of the property may disclose. (A survey, if procured from a competent surveyor or civil engineer, will normally determine whether improvements lie within the boundaries of the property, whether existing utility lines, roads or other easements cross the premises, and whether there are any encroachments.)
- ___ 5. Security interests that may have attached to fixtures on the subject property as provided in Article 9 of the Uniform Commercial Code of North Carolina.
- ___ 6. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
- ___ 7. Federal judgments, liens, and proceedings filed only in the Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property, in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the federal government and notice thereof is not required to be recorded among the County records.)
- ___ 8. Civil action where no notice of *lis pendens* against subject property appears of record.

Note: The matters included in Standard Exceptions Number (1) above set forth are items that cannot be checked. Standard Exceptions numbered 2,3,4,5,6,7 and 8 are not included in a normal search of the County records during examination of title. Upon special request, additional investigation may be made, any Standard Exceptions numbered 2,3,4,5,6,7 and 8 can be eliminated. Any such elimination is evidenced by the initialing of such exception in the left margin by the attorney.

EXHIBIT A

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

Being all of **Lot Number Thirty-Four (34)** as designated and described on a map of the plan of **North Hills** prepared by Darrel D. Daniels, C.E., dated May 11, 1964, and duly recorded in **Map Book 9, at Page 91**, in the Office of the Register of Deeds of Craven County, to which map reference is hereby made for a more perfect description.

This conveyance is made subject to the restrictive and protective covenants and easements for North Hills as set forth in that certain instrument dated April 28, 1967, and recorded in Book 714, at Page 206, in the Office of the Register of Deeds of Craven County, and incorporated herein by reference.

Being the same property as described in deed recorded in Book 1416, Page 196, in the Office of the Register of Deeds of Craven County.

FIDELITY NATIONAL TITLE
Insurance Company of Pennsylvania
P.O. Box 1198, Jacksonville, NC 28541
910 455-8283 (WATS: 800 682-2006)

OWNER'S POLICY
SCHEDULE A

Policy Amount: \$72,500.00
Policy Date : 29 APR 1994 at 4:05PM in Craven County

1. Insured:

DOROTHY WEST BURGESS AND HUSBAND, ROGER WILLIS BURGESS

2. Your interest in the land covered by this policy is a Fee Simple.

3. The land referred to in this Policy is described in the following Deed of Trust which you gave to your lender:

DEED OF TRUST Executed by Dorothy West Burgess and husband, Roger Willis Burgess, to TIM, Inc., Trustee(s) for Nationsbank Mortgage Corporation, dated April 29, 1994, in the amount of \$71,925.00, recorded on April 29, 1994 at 4:05PM, in Book 1416, Page 199, Craven County Registry .

NOTE: The parties to this contract of insurance declare that it is their joint and mutual intention that this contract shall not be construed as creating a third party beneficiary contract.

SCHEDULE B - EXCEPTIONS

In addition to the EXCLUSIONS, you are not insured against loss, costs, attorney's fees, and expenses resulting from the Deed of Trust described in Schedule A above, and from the following EXCEPTIONS:

1. The lien of all taxes for the year 1994 and thereafter, which are not yet due and payable.
2. Restrictive covenants, conditions and easements recorded in Book 714, Page 206, Craven County Registry; but this Company insures that said covenants have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.
3. Building restriction lines, easement(s) and any other facts as shown on map recorded in Map Book 9, Page 91, Craven County Registry.
4. Easement(s) for public/private utilities.
5. This Company does not insure riparian rights or title to that portion of subject property lying below the highwater mark of canal.
6. Rights of others in and to the use of canal.

(continued on next page)

Policy No. **94J24110-O**

FIDELITY NATIONAL TITLE
Insurance Company of Pennsylvania
P.O. Box 1198, Jacksonville, NC 28541
910 455-8283 (WATS: 800 682-2006)

7. Statutory liens of general contractors, subcontractors, materialmen, mechanics or laborers, of which no notice appears of record.
8. Minimum setback line of thirty-five (35) feet as shown on plat recorded in Map Book 9, Page 91, Craven County Registry and as shown on survey entitled, "Survey For: Dorothy West Burgess", dated April 26, 1994, by Roy R. Smith, Jr., Registered Land Surveyor. This Company insures that said setback line has not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.
9. Survey entitled, "Survey For: Dorothy West Burgess", dated April 26, 1994, by Roy R. Smith, Jr., Registered Land Surveyor reveals the following: a) power pole situate on and overhead electrical lines crossing and servicing subject property; b) drainage and utility easement five (5) feet in width along rear lot line, containing canal.

Countersigned and Validated:

By: _____

Authorized Representative

05-09-94 DLY

1505 North Hills Court, New Bern, Craven County, North Carolina

Policy No. **94J24110-O**

ALTA Residential Title Insurance Policy (6-1-87)

**A. Settlement Statement (HUD-1)****B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: N132742-24	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Buyer: City of New Bern	E. Name and Address of Seller: Dorothy West Burgess and husband, Roger Willis Burgess	F. Name and Address of Lender:
G. Property Location: 1505 North Hills Court New Bern, NC 28562 Craven County, North Carolina	H. Settlement Agent: White & Allen, P. A. 901 College Court New Bern, NC 28562 Ph. (252)638-5792 Place of Settlement: 901 College Court New Bern, NC 28562	I. Settlement Date: August 26, 2024

J. Summary of Buyer's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Buyer:		400. Gross Amount Due to Seller:	
101. Contract sales price	106,000.00	401. Contract sales price	106,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Buyer (Line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111. SARF Funds	51,600.00	411. SARF Funds	51,600.00
112.		412.	
120. Gross Amount Due from Buyer	157,600.00	420. Gross Amount Due to Seller	157,600.00
200. Amounts Paid by or in Behalf of Buyer		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	1,211.46
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507.	
208. Duplication of Benefits	0.00	508. Duplication of Benefits	0.00
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Buyer		520. Total Reduction Amount Due Seller	1,211.46
300. Cash at Settlement from/to Buyer		600. Cash at settlement to/from Seller	
301. Gross amount due from Buyer (line 120)	157,600.00	601. Gross amount due to Seller (line 420)	157,600.00
302. Less amount paid by/for Buyer (line 220)	()	602. Less reductions due Seller (line 520)	(1,211.46)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	157,600.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	156,388.54

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer City of New Bern, a body politic and corporate

Seller Dorothy West Burgess

BY: _____
Name: _____
Title: _____

Roger Willis Burgess

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

White & Allen, P. A., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
705.					
800. Items Payable in Connection with Loan					
801. Our origination charge	\$	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)			
803. Your adjusted origination charges to		(from GFE #A)	0.00		
804. Appraisal fee	to	(from GFE #3)			
805. Credit Report	to	(from GFE #3)			
806. Tax service	to	(from GFE #3)			
807. Flood certification	to	(from GFE #3)			
808.		(from GFE #3)			
809.		(from GFE #3)			
810.		(from GFE #3)			
811.		(from GFE #3)			
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from	to	@ \$/day (from GFE #10)			
902. MIP Tot Ins. for Life of Loan	months to	(from GFE #3)			
903. Homeowner's insurance for	years to	(from GFE #11)			
904. W & H/Flood Insurance Premium	1.0 years to	(from GFE #11)			
905.		(from GFE #11)			
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account		(from GFE #9)			
1002. Homeowner's insurance	months @ \$	per month \$			
1003. Mortgage insurance	months @ \$	per month \$			
1004. Property taxes		\$			
1005.		\$			
1006.	months @ \$	per month \$			
1007. W & H/Flood Insurance Premium	months @ \$	per month \$			
1008.		\$			
1009. Aggregate Adjustment		\$			
1100. Title Charges					
1101. Title services and lender's title insurance		(from GFE #4) P.O.C. \$1,015.88(B)*			
1102. Settlement or closing fee		\$			
1103. Owner's title insurance to		(from GFE #5)			
1104. Lender's title insurance to		\$			
1105. Lender's title policy limit	\$				
1106. Owner's title policy limit	\$	106,000.00			
1107. Agent's portion of the total title insurance premium		\$			
1108. Underwriter's portion of the total title insurance premium		\$			
1109.		\$			
1110.		\$			
1111.		\$			
1112.		\$			
1113.		\$			
1200. Government Recording and Transfer Charges					
1201. Government recording charges	to Craven County Register of Deeds	(from GFE #7) P.O.C. \$26.00(B)*			
1202. Deed \$ 26.00	Mortgage \$	Releases \$	Other \$		
1203. Transfer taxes	Craven County Registry	(from GFE #8)			
1204. City/County tax/stamps	\$ 212.00	\$			212.00
1205. State tax/stamps	\$	\$			
1206. eRecord Fee	to White & Allen eRecord Account	P.O.C. \$7.00(B)*			
1207.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for		(from GFE #6)			
1302. Craven County Taxes	to Craven County Tax Collector	\$			999.46
1303. Overnight Fees	to White & Allen, P. A.	\$ P.O.C. \$90.00(S)*			
1304.		\$			
1305.		\$			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					1,211.46

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

White & Allen, P. A., Settlement Agent

Certified to be a true copy.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201		26.00
Title services and lender's title insurance	#1101	0.00	1,015.88
Total			1,041.88
Increase between GFE and HUD-1 Charges		\$ 1,041.88 or	0.00%

Charges That Can Change	Good Faith Estimate	HUD-1
-------------------------	---------------------	-------

Loan Terms

Your initial loan amount is	\$ _____
Your loan term is	N/A
Your initial interest rate is	_____ %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in _____ years on _____.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> </div> </div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Buyer(s): City of New Bern

Seller(s): Dorothy West Burgess and husband,
Roger Willis Burgess

Settlement Agent: White & Allen, P. A.
(252)638-5792

Place of Settlement: 901 College Court
New Bern, NC 28562

Settlement Date: August 26, 2024

Property Location: 1505 North Hills Court
New Bern, NC 28562
Craven County, North Carolina

Total	\$	0.00	\$	0.00
--------------	-----------	-------------	-----------	-------------

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of New Bern, a body politic and corporate

BY: _____
Name: _____
Title: _____

Dorothy West Burgess

Roger Willis Burgess

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

White & Allen, P. A.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DISBURSEMENTS SUMMARY / BALANCE SHEET
--

Buyer: City of New Bern
Seller: Dorothy West Burgess and husband, Roger Willis Burgess
Settlement Agent: White & Allen, P. A.
(252)638-5792
Place of Settlement: 901 College Court
New Bern, NC 28562
Settlement Date: August 26, 2024
Property Location: 1505 North Hills Court
New Bern, NC 28562
Craven County, North Carolina

INCOMING FUNDS	
-----------------------	--

City of New Bern	
------------------	--

	157,600.00
--	------------

Total Incoming Funds	
-----------------------------	--

	<u>157,600.00</u>
--	-------------------

DISBURSEMENTS	
----------------------	--

Craven County Tax Collector	
Dorothy West Burgess and Roger Willis Burgess	
Craven County Register of Deeds	
City/County Tax/Stamps	

Craven County Taxes	
Closing Proceeds	
Government Charges	

	999.46
--	--------

	156,388.54
--	------------

	212.00
--	--------

212.00	
--------	--

Number of checks - 3	
-----------------------------	--

Total Disbursements	
----------------------------	--

	<u>157,600.00</u>
--	-------------------

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the FY 2024-25 Annual Adopted Budget

Date of Meeting: 8/27/2024	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 General Fund to appropriate \$7,000 from fund balance for stucco repair at 408 Hancock Street. Amend MSD Fund to appropriate \$24,500 from fund balance for tree maintenance services.
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:

Aldermen

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



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

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

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

FROM: Kim Ostrom - Director of Finance

DATE: August 16, 2024

RE: Amendment to the FY 2024-25 Operating Budget

General Fund

The General Fund is amended to appropriate \$7,000 from fund balance for stucco repair at 408 Hancock Street (the former Firemen's Museum). The quote from Peterson Construction Company is attached.

Requested Action

It is requested that the Board considers adopting the enclosed budget amendment at its meeting on August 27, 2024.

Attachment

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2024-2025

FROM: Kim Ostrom, Director of Finance

Meeting Date: August 27, 2024

EXPLANATION:

The General Fund is amended to appropriate \$7,000 from fund balance for stucco repair at 408 Hancock Street (the former Firemen's Museum). The Municipal Service District Fund is amended to appropriate \$24,500 from fund balance for tree maintenance services.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2024-2025 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule A - GENERAL FUND

Increase: Public Works	\$ <u>7,000</u>
------------------------	-----------------

Schedule B - MUNICIPAL SERVICE DISTRICT FUND

Increase: Municipal Service District	\$ <u>24,500</u>
--------------------------------------	------------------

Section 2 - Estimated Revenues

Schedule A - GENERAL FUND

Increase: Fund Balance Appropriated	\$ <u>7,000</u>
-------------------------------------	-----------------

Schedule B - MUNICIPAL SERVICE DISTRICT FUND

Increase: Fund Balance Appropriated	\$ <u>24,500</u>
-------------------------------------	------------------

NATURE OF TRANSACTION:

<input type="checkbox"/>	ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
<input type="checkbox"/>	TRANSFER WITHIN ACCOUNTS OF SAME FUND
<input checked="" type="checkbox"/>	OTHER: <u>FUND BALANCE APPROPRIATED</u>

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED AUGUST 27, 2024
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK

Peterson Construction Company

John N. Peterson, Jr. - President

License #19984

August 13th, 2024

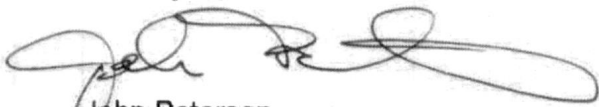
Graham Price
New Bern City Hall
300 Pollock St.
New Bern, N.C. 28560

Re: Fireman Museum - Stucco Repair

Power wash area to be repaired
Install new 1" foam on upper foam cap
Install Sto Flyxl water-proofing base coat
Install new finish coat
Paint to match existing walls

Total: \$7,000.00

Thank you,



John Peterson

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

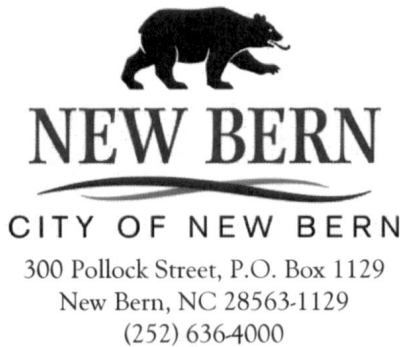
Memorandum

TO: Alderman Johnnie Ray Kinsey
FROM: Brenda Blanco, City Clerk
DATE: May 8, 2024
SUBJECT: Appointment to Board of Adjustment

George "Eric" Jones has resigned from the Board of Adjustment due to scheduling conflicts. A new appointment is needed to fill the remainder of his term which expires on June 30, 2025.

Aldermen

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



Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Mayor and Aldermen

FROM: Brenda Blanco, City Clerk

DATE: June 28, 2024

SUBJECT: Appointment to Board of Adjustment

Mike Duffy, an alternate on the Board of Adjustment, has resigned. A new appointment is needed to fill the remainder of a term which expires on June 30, 2026. This appointment is open to the Mayor or any Alderman.

Aldermen

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



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

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: July 17, 2024

SUBJECT: Appointment to Police Civil Service Board

Charles Schulz was appointed to the Police Civil Service Board on June 11, 2024, but has subsequently become ineligible to serve in that capacity. A new appointment is needed to fill the remainder of his term which expires on June 30, 2026.

Aldermen

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



Jeffrey T. Odham

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

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: August 02, 2024

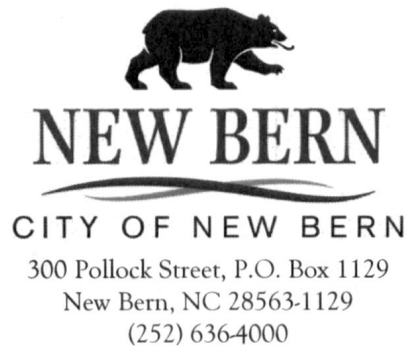
SUBJECT: Appointment to MPO Transportation Advisory Committee

Alderman Bob Brinson was appointed by the Board on September 27, 2022 to serve on the MPO Transportation Advisory Committee. With his resignation, a new appointment from the Board is needed to serve in this capacity.

The New Bern Area Metropolitan Planning Organization ("MPO") is the region's transportation planning organization. The Transportation Advisory Committee ("TAC") is the decision-making board, comprised of representatives from each member agency and a member of the North Carolina Board of Transportation. The TAC receives guidance and recommendations from the Technical Coordinating Committee ("TCC"). This committee meets every other month at 11 a.m. on the fourth Thursday. Meetings are held at 303 First Street in Development Services' conference room.

Aldermen

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



Jeffrey T. Odham

Mayor

Foster Hughes

City Manager

Brenda E. Blanco

City Clerk

Kimberly A. Ostrom

Director of Finance

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

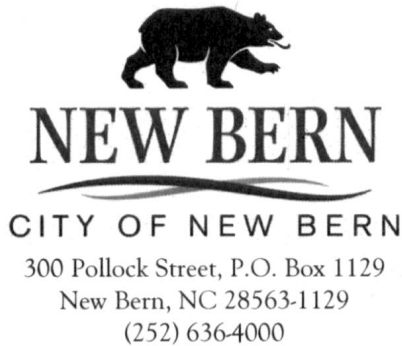
DATE: August 02, 2024

SUBJECT: Appointment to Bike and Pedestrian Advisory Committee

Alderman Bob Brinson represented the Governing Board on the Bicycle and Pedestrian Advisory Committee. With his resignation, a new appointment is needed. The seat must be filled by a member of the Board of Aldermen.

Aldermen

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



Jeffrey T. Odham

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

Memorandum

TO: Mayor and Aldermen

FROM: Brenda Blanco, City Clerk

DATE: August 13, 2024

SUBJECT: Appointment to Redevelopment Commission

Sarah Proctor's term on the Redevelopment Commission expires today. She is eligible for reappointment and has expressed a desire to continue serving in this role. You are asked to consider reappointing her or to make a new appointment to fill Seat 1. This appointment is open to the Mayor or any Alderman.