

**AMENDMENT #2
CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
JULY 13, 2021 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Bengel. Pledge of Allegiance.
2. Roll Call.
3. Dedication of Courtroom and Brief Reception.
4. Request and Petition of Citizens.

Consent Agenda

5. Consider Adopting a Resolution to Close Monroe Drive for a Town Hall Meeting.
6. Approve Minutes.

7. Presentation on Pembroke Infrastructure.
8. Consider Adopting a Resolution Approving the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission.
9. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program.
10. Consider Adopting a Resolution Authorizing the Addition of Streetlights on Stimpson Street.
11. Consider Adopting a Resolution Approving an Agreement with NC Railroad Company to Extend the License Agreement for the Union Station Train Depot.
12. Consider Adopting a Resolution to Approve an Agreement for Purchase and Sale of Real Property with the NC Railroad Company.
13. Consider Adopting a Resolution Designating Deputy Finance Officers.
14. Appointment(s).
15. Attorney's Report.
16. City Manager's Report.
17. New Business.

18. Closed Session.

19. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-7501 NO LATER THAN 3 P.M. THE DATE OF THE MEETING



NEW BERN
CITY OF NEW BERN

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

Aldermen

Sabrina Bengel
Jameesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

Memo to: Mayor and Board of Aldermen
From: Foster Hughes, Interim City Manager
Date: July 08, 2021
Re: July 13, 2021 Agenda Explanations – AMENDMENT #2

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Bengel. Pledge of Allegiance.**
- 2. Roll Call.**
- 3. Dedication of Courtroom and Brief Reception.**
- 4. Request and Petition of Citizens.**

This section of the agenda is titled Requests and Petitions of Citizens. This is an opportunity for public comment, and we thank you for coming to the Board of Aldermen meeting tonight to share your views. We value all citizen input.

Speaker comments are limited to a maximum of 4 minutes during the public comment period. At the conclusion of 4 minutes, each speaker shall leave the podium. Comments will be directed to the full board, not to an individual board member or staff member. Although the board is interested in hearing your comments, speakers should not expect any comments, action, or deliberation from the board on any issue raised during the public comment period.

In the board's discretion, it may refer issues to the appropriate city officials or staff for further investigation. If an organized group is present to speak on a common issue, please designate one person to present the group's comment, which shall be limited to a maximum of 4 minutes.

Consent Agenda

5. Consider Adopting a Resolution to Close Monroe Drive for a Town Hall Meeting.

(Ward 2) Alderwoman Harris has requested that a portion of the 3100 block of Monroe Drive be closed for a Town Hall meeting on July 18, 2021 from 2 p.m. until 6 p.m. The area to be closed is in front of the residences at 3102, 3103, 3104, 3105, 3107, 3109 and 3111 Monroe Drive. A memo from Foster Hughes, Director of Parks and Recreation, is attached along with a copy of the event application, map of the area and signatures of residents consenting to the closure.

6. Approve Minutes.

Draft minutes from the June 15, 2021 work session and June 22, 2021 regular meeting are provided for review and approval.

7. Presentation on Pembroke Infrastructure.

(Ward 2) As requested by Alderwoman Harris, George Chiles, Interim Director of Public Works, will share a presentation to review infrastructure maintenance planned for FY21-22 within the Pembroke neighborhood.

8. Consider Adopting a Resolution Approving the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission.

(Ward 2) At its February 10, 2021 meeting, the Redevelopment Commission endorsed exploring the feasibility of moving the residential structure located at 602 Gaston Boulevard to 911 Eubanks Street, which is a vacant lot owned by the Commission. The cost to move and rehabilitate the structure is estimated at \$115,128. The Commission has \$232,052 available for rehabilitation through the approved CDBG plan. At its June 9, 2021 meeting, the Commission voted unanimously to accept ownership of the structure with the purpose of rehabbing it into affordable housing within the redevelopment area. As directed in a resolution adopted by the Board of Aldermen on June 22, 2021, the City Clerk has properly noticed on the City's website the Board's intent to convey the structure. A memo from Jeff Ruggieri, Director of Development Services, is attached.

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

In 2020, the New Bern Police Department took the position of Law Enforcement Liaison for region 2. In part, the liaison coordinates and organizes highway safety activities and works with participating agencies in the region to coordinate safety-related traffic events. The position also hosts quarterly meetings, works closely with the Governor's Highway Safety Program ("GHSP") to determine what

equipment is made available to agencies in the state, and assists GHSP with events such as conferences, campaign kick-offs, and the state fair. The position comes with a \$25,000 grant, which requires no match. The grant will cover all expenses for travel, training, and equipment related to the position. A memo from Chief Gallagher is attached.

10. Consider Adopting a Resolution Authorizing the Addition of Streetlights on Stimpson Street.

(Ward 2) Mrs. Simmons of 2306 Stimpson Street has requested additional streetlighting on Stimpson Street. The area was evaluated and determined to not meet the City's light standard. Staff has recommended two streetlights be installed at an estimated cost of \$1,063.80. The monthly utility charge to be paid by Public Works will be \$16.88. A memo from Charlie Bauschard, Director of Public Utilities, is attached.

11. Consider Adopting a Resolution Approving an Agreement with NC Railroad Company to Extend the License Agreement for the Union Station Train Depot.

(Ward 1) The City previously entered into a license agreement with NC Railroad for the purpose of rehabilitating the Union Station Train Depot. That agreement expired on July 1, 2021, and it is proposed the agreement be extended until December 31, 2021. New Bern Preservation Foundation has made progress in the preservation and rehabilitation of the structure, and an extension will allow more time to pursue those efforts.

12. Consider Adopting a Resolution to Approve an Agreement for Purchase and Sale of Real Property with the NC Railroad Company.

(Ward 1) This item authorizes the Mayor to execute an agreement of purchase and sale of real property with NC Railroad for a parcel located at the intersection of South Front and Hancock Streets. The property is identified as tax parcel ID 8-001-C-071, and the purchase price is \$227,000.

13. Consider Adopting a Resolution Designating Deputy Finance Officers.

NCGS 159-28 requires that all obligations be pre-audited to ensure there is sufficient budget to pay the sums obligated. The preaudit is performed by the finance officer (Director) or a deputy finance officer who has been designated by the Board. Any contract, agreement, or purchase order that is not pre-audited is invalid and may not be enforced. Lori Mullican, Accounting Manager, was previously named as a deputy finance officer. She is now retired, and the proposed resolution will name the current Accounting Manager, Kimberly Ostrom, and the Senior Accountant, Tanya Harms, as deputy finance officers. Of note, Sonya Hayes, Director of Human Resources, was named a deputy finance officer in 2014 for the purpose of pre-auditing salary changes and new hire salary and wage arrangements. Mrs. Hayes will remain a designee for that purpose.

14. Appointment(s).

- a) Dell Simmons' term on the Community Development Advisory Committee expired on June 30, 2021. Mr. Simmons is not interested in reappointment. Alderman Best is asked to make a new appointment to serve a three-year term.
- b) Alderwoman Harris and Alderman Aster are requested to make appointments to the Police Civil Service Board. Eric Queen and Victor Taylor's terms expired on June 30, 2021. Appointees serve for two-year terms and are not eligible to serve consecutive terms.
- c) Alderman Odham is asked to make an appointment to the Historic Preservation Commission to fill seat 6 previously occupied by George Brake. The new appointee will serve a three-year term that begins on July 1, 2021 and expires June 30, 2024.
- d) Alderman Kinsey is asked to make a new appointment to the Historic Preservation Commission to fill seat 4 previously occupied by Christian Evans. The new appointee will serve a three-year term beginning July 1, 2021 and expiring on June 30, 2024.
- e) Mayor Outlaw is asked to make a new appointment or consider reappointing Joe Klotz to seat 9 on the Historic Preservation Commission. This is a rotating appointment, and Mayor Outlaw is next to make an appointment. Mr. Klotz's term expired on June 30, 2021.
- f) Gasper "Sonny" Aluzzo's term on the Planning and Zoning Board expired on June 30, 2021. Alderman Aster is asked to reappoint Mr. Aluzzo or make a new appointment to serve a three-year term to expire on June 30, 2024.

15. Attorney's Report.

16. City Manager's Report.

17. New Business.

18. Closed Session.

19. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution for a partial blockage of 3100 Monroe Drive to vehicle traffic for a Town Hall Meeting.

| | |
|---|---|
| Date of Meeting: 7/13/2021 | Ward # if applicable: 2nd |
| Department: Park & Recreation | Person Submitting Item: Foster Hughes, Interim City Manager |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: |

| | |
|---------------------------------|---|
| Explanation of Item: | Alderman Harris has made a request for a partial blockage of the 3100 block of Monroe Drive be closed to vehicle traffic for a Town Hall Meeting from 2:00 p.m. until 6.00p.m. on Sunday, July 18, 2021. The blockage consists of residences at 3102, 3103, 3104, 3105, 3107, 3109, and 3111. |
| Actions Needed by Board: | Adopt the Resolution |
| Backup Attached: | Resolution – Memo- Application – Map - Petition |

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

Sabrina Bengel
Jamesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

Memo To: Mayor and Board of Aldermen
From: Foster Hughes, Interim City Manager
Re: Request a partial blockage of 3100 Monroe Drive to vehicle traffic for a Town Hall Meeting.

Background Information:

Alderwoman Harris has made a request for a partial blockage of the 3100 block of Monroe Drive be closed to vehicle traffic for a Town Hall Meeting from 2:00 p.m. until 6:00 p.m. on Sunday, July 18, 2021. The blockage consists of residences at 3102, 3103, 3104, 3105, 3107, 3109, and 3111.

Recommendation:

Parks and Recreation staff recommends approval and request the Board adopt a Resolution approving the request.

RESOLUTION

THAT WHEREAS, Alderwoman Jamessha Harris has requested a portion of the 3100 block of Monroe Drive be closed to vehicular traffic from 2:00 p.m. until 6:00 p.m. on Sunday, July 18, 2021 for a Town Hall Meeting. The blockage consists of the portion of street in front of residences of 3102, 3103, 3104, 3105, 3107, 3109, and 3111 Monroe Drive; and

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

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

That the portion of Monroe Drive in front of the residences of 3102, 3103, 3104, 3105, 3107, 3109, and 3111 Monroe Drive be closed to vehicular traffic from 2:00 p.m. until 6:00 p.m. on July 18, 2021, for a Town Hall meeting.

ADOPTED THIS 13th DAY OF JULY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CITY OF NEW BERN

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

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

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

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: Town Hall Meeting
Organization Name: Alderwoman Harris
Responsible Contact: Jameesha Harris
Address: 222 Monterey Cir
City: New Bern State: NC Zip code: 28562
Phone: 252-622-2719 Alternate Phone:
Email: jameesha.harris@gmail.com

Type of Event: [] Demonstration [] Festival [] Parade
Date of Event: July 18th 2021 Proposed Rain Date: n/a
Event Set up time: 2PM Event Tear Down Completed Time: 6PM
Event Start Time: 3PM Event End Time: 5PM

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
Monroe Drive to be closed off. Signatures from residents attached.

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)
Community Town Hall open to all residents

Estimated attendance: 50 ; Attendance not to exceed: 250
*Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.
Tents # 1 Sizes 10x10 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: Monroe Drive

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

6/29/2021

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

7-6-2021

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

Monroe Dr.

Street Closed June 24, 2021
July 18th from 2 to 6 pm on Sunday

x 3102 out of town

y 3103 Jerry Singleton yes *

3105 Vernette Johnson yes *

3104 Smith yes *

x 3107 Cooper yes

3109 Jennie Frank yes

~~3110~~

3111 Monroe Dr. Judith H. Hays

Monroe Drive

Town Hall Meeting
Alderswoman Harris

Legend

 Monroe Dr

 3102 Monroe Dr

1325

Magnolia Dr

Mason Cir

Google Earth

© 2021 Google

400 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation on infrastructure maintenance for FY 21-22 within the Pembroke neighborhood.

| | |
|---|---|
| Date of Meeting: 7/13/2021 | Ward # if applicable: Ward 2 |
| Department: Public Works | Person Submitting Item: George Chiles, Interim 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: | George Chiles, Interim Director of Public Works will make a presentation on infrastructure maintenance for FY 21-22 within the Pembroke neighborhood. Request made by Alderwoman Harris. |
| Actions Needed by Board: | None |
| Backup Attached: | PowerPoint Presentation |

| |
|--|
| 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: 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 N/A |

Additional Notes:



NEW BERN
NORTH CAROLINA

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

July 1, 2021

Memo to: Mayor and Board of Aldermen

From: George Chiles, Interim Director of Public Works

Re: Requested presentation on planned infrastructure maintenance by Public Works for FY 21-22 within the Pembroke community.

Background Information:

Alderwoman Harris has requested a presentation by Public Works to address planned roadway maintenance improvements within the Pembroke Community for the FY 21-22. Also included are cost estimates for re-surfacing roadways and a loop sidewalk through the community.

Recommendation:

Presentation is informative in nature and no action by the Board of Aldermen is required.

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

Enclosures

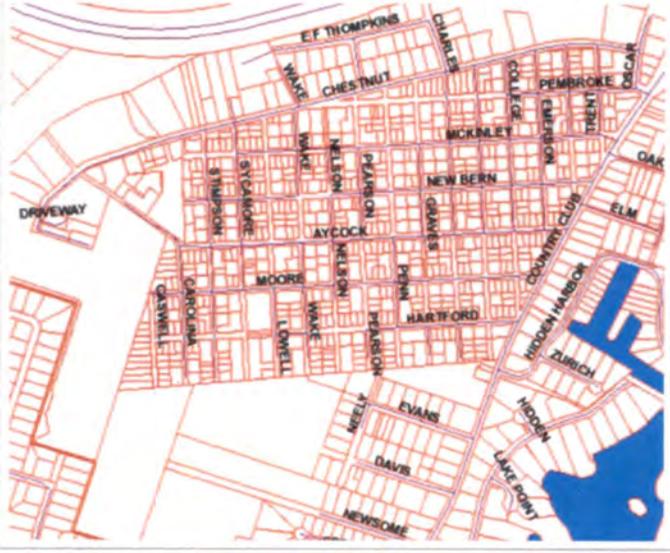


NEW BERN
NORTH CAROLINA

Pembroke FY 21-22 Infrastructure Maintenance

George Chiles, Interim Director of Public Works
July 2021

1



NEW BERN
NORTH CAROLINA

Pembroke Community

2

Pembroke Community Road System

- Pembroke Community Road System
 - 44,590 Linear Feet of Paved Roadway
 - 2018 Pavement Condition Survey (scheduled 2023 survey)
 - Average Pavement Condition Rating within the Pembroke Community = 94
 - Average Pavement Condition Rating for the City of New Bern = 85.3
 - 200 Block of Charles St. PCR = 39 (repaved 20-21)

3

Pembroke Community Road Maintenance FY 21-22

- Shoulder “Nipping” - removal of vegetation growing over asphalt - 6” to 24” of overgrowth.
- Pothole, Failing Utility Cut Patches & Intersection Repairs
- Maintenance Repairs will be completed by Public Works and funded with FY 21-22 budget.

4

NEW BERN **Pembroke Community Road**
NORTH CAROLINA **Maintenance FY 21-22**

Shoulder "Nipping"

Emerson St. between
New Bern Avenue &
Aycock Avenue



5

NEW BERN **Pembroke Community Road**
NORTH CAROLINA **Maintenance FY 21-22**

Shoulder "Nipping"

Emerson St. between
New Bern Avenue &
Aycock Avenue



6

Pembroke Community Road Maintenance FY 21-22

Shoulder "Nipping"

New Bern Avenue



7

Pembroke Community Road Maintenance FY 21-22

Shoulder "Nipping"

New Bern Avenue



8

Pembroke Community Road Maintenance FY 21-22

Asphalt Removal &
Re-surfacing

Intersection of
New Bern Ave.
& Country Club Rd.



9

Pembroke Community Road Maintenance FY 21-22

Asphalt Removal,
Subgrade
Improvement &
Re-surfacing

Intersection of
Emerson St. & .
New Bern Avenue



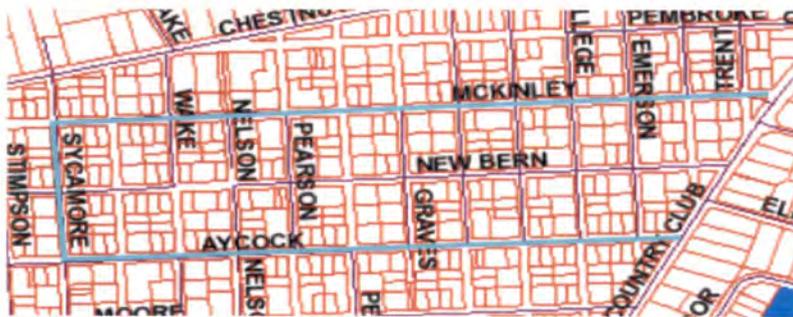
10

Pembroke Community Roads Complete Re-surfacing

- 44, 590 LF with an average width of 22' = \$1,350,000
(1.5" overlay and 4' edge milling)

11

Pembroke Community Sidewalk Installation



| | |
|---|---------------------|
| 32,200 LF of 5'wide sidewalk @ \$10 LF = | \$322,000.00 |
| Utility relocation, tree removal, boundary surveying, & ditch relocation = | <u>\$100,000.00</u> |
| Estimated Cost | \$422,000.00 |

12

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission.

| | |
|---|---|
| Date of Meeting: 7/13/2021 | Ward # if applicable: Ward 2 |
| Department: Development Services | Person Submitting Item: Jeff Ruggieri, Development Services |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: |

| | |
|---------------------------------|---|
| Explanation of Item: | Resolution Authorizing the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission. |
| Actions Needed by Board: | Adopt Resolution |
| Backup Attached: | Memo, Resolution |

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

| |
|--|
| Cost of Agenda Item: None |
| 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 Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: June 29, 2021

SUBJECT: Consider Adopting a Resolution Approving the Donation of the Structure Located at 602 Gaston Boulevard to the Redevelopment Commission.

At the February 10, 2021, Redevelopment Commission meeting direction was given to explore the feasibility of moving the structure located at 602 Gaston Boulevard to 911 Eubanks Street a Redevelopment Commission owned property. The total cost of moving and rehabilitating the structure is approximately \$115,128. The Redevelopment Commission has \$232,052.00 available for rehabilitation through the approved CDBG plan.

At the June 9, 2021, meeting the Redevelopment Commission voted unanimously to accept ownership of the structure located at 602 Gaston Boulevard for rehabilitation for affordable housing in the Redevelopment area.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION

THAT WHEREAS, the City of New Bern acquired the real property located at 602 Gaston Boulevard on June 10, 2020 (“Subject Property”) upon which a vacated dwelling is located (“Gaston Dwelling”); and

WHEREAS, the Board of Aldermen of the City of New Bern has determined that the Gaston Dwelling is surplus property and desires to demolish or remove the Gaston Dwelling from the Subject Property; and

WHEREAS, the Redevelopment Commission of the City of New Bern desires to establish temporary housing for citizens participating in redevelopment activities within the city’s redevelopment area, and has determined that the Gaston Dwelling could serve that purpose if relocated to a suitable location within the redevelopment area; and

WHEREAS, the Redevelopment Commission is a public body which carries out a public purpose to which the City of New Bern may appropriate funds; and

WHEREAS, the Board of Aldermen, having received a written offer and request from the Redevelopment Commission to accept responsibility for removing the Gaston Dwelling from the Subject Property and relocating it to a suitable location within the redevelopment area, and pursuant to the authority granted in N.C.G.S. § 160A-280, deems it advisable and in the public interest to donate, transfer and convey the Gaston Dwelling to the Redevelopment Commission provided that the Gaston Dwelling is used to provide a public benefit to the city.

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

Section 1. That in accordance with N.C.G.S. § 160A-280, the Board of Aldermen of the City of New Bern hereby donates, transfers and conveys the Gaston Dwelling to the Redevelopment Commission of the City of New Bern provided that the Gaston Dwelling is: (1) Relocated from the Subject Property no later than December 31, 2021; and (2) Used for a public purpose to include temporary housing for citizens participating in redevelopment activities within the city’s redevelopment area, or ultimately sold to a qualified low to moderate income citizen.

Section 2. That the Mayor be and is hereby authorized to sign all documents and applications necessary to carry out the provisions of this Resolution.

ADOPTED THIS 13th DAY OF JULY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Governor's Highway Safety Program Grant

| | |
|---|--|
| Date of Meeting: July 13, 2021 | Ward # if applicable: N/A |
| Department: Police | Person Submitting Item: Capt. Daren Fuller for Chief Patrick Gallagher |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: N/A |

| | |
|---------------------------------|--|
| Explanation of Item: | Request funds for Governor's Highway Safety Program Grant. This is no matching funds required of the City. \$25,000.00, with full reimbursement. |
| Actions Needed by Board: | Board approval is requested. |
| Backup Attached: | Captain Daren Fuller is presenting the request. Agreement of conditions, resolution and memorandum attached. |

| |
|--|
| 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 |

| |
|---|
| Cost of Agenda Item: \$0.00 |
| 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: This grant is a reoccurring grant and will remain a no match requirement by the City.



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

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

(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

TO: Mayor and Board of Alderman
FROM: Patrick L. Gallagher, Chief of Police
SUBJECT: Governor's Highway Safety Program Grant
DATE: June 24, 2021

Background

A Regional Law Enforcement Liaison (LEL) serves as coordinator and organizer for highway safety activities in their respective region. The NCGHSP supports and oversees the statewide "Booze it & Lose it" and "Click it or Ticket" programs. Coordination of these programs is accomplished by utilizing 11 regional "Law Enforcement Liaison" positions. New Bern falls within region 2. Through the guidance and coordination efforts of the Liaisons, planning, preparation, and reporting activities from the event(s) occur. Efforts to continue to promote and involve law enforcement agencies in these lifesaving endeavors are of paramount importance to this statewide program.

The City of New Bern Police Department took on the role of Law Enforcement Liaison in 2020 and this is a continuation of the same position. The LEL would work with participating agencies within the region to help coordinate traffic safety related events. They would host quarterly meetings with Law Enforcement County Coordinators and ensure needs in their area are being met. The LEL will work closely with GHSP Staff in determining what equipment is made available to agencies throughout the state and will assist during other GHSP sanctioned events. These events could include conference(s), state fair and campaign kick-offs.

This position comes with a no match grant of 25,000.00. This grant is a fully reimbursable grant that will cover all expense for travel, training, and equipment as related to the position. It also will allow us to have immediate access to various pieces of equipment such as a seatbelt convincer, DWI driving simulator and a speed display. This equipment has been proven valuable when educating our youth and during festivals and other events within the city. Funds from the grant can help facilitate paying and hosting training within our area, impacting not only our agency but others around us as well.

Recommendation

It is recommended that the Board of Alderman approve the Agreement and Resolution from GHSP and provide the reimbursable funds for this grant funded position.



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

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

A. Federal Provisions

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

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

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

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

6. Audits.

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

7. Instructions for Lower Tier Certification.

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

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

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

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

B. General Provisions

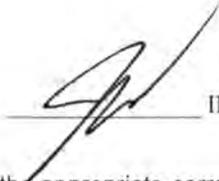
1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this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

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

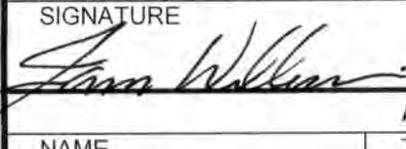
- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.**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



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

 INITIALS Revised 05/2018

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

| AGENCY PROJECT DIRECTOR | | |
|---|----------------------|-----------------------------------|
| NAME | TITLE | ADDRESS |
| VBOW WILLIAMS | CLERK | 600 GEORGE ST. NB NC |
| SIGNATURE | DATE | TELEPHONE NUMBER |
|  | 6/28/2021 | (252) 672-4232 |
| AGENCY AUTHORIZING OFFICIAL | | |
| NAME | TITLE | ADDRESS |
| Foster Hughes | Interim City Manager | PO Box 1129 New Bern, NC 28563 |
| SIGNATURE | DATE | TELEPHONE NUMBER |
| | | 252-639-2700 |
| AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS | | |
| NAME | TITLE | ADDRESS |
| Kimberly Ostrom | Accounting Manager | PO Box 1129 New Bern, NC 28563 |
| SIGNATURE | DATE | TELEPHONE NUMBER |
| | | 252-639-2713 |

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution for Street Lighting Request for Stimpson Street.

| | |
|---|---|
| Date of Meeting: July 13, 2021 | Ward # if applicable: 2 |
| Department: Public Utilities | Person Submitting Item: Charles Bauschard |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: N/A |

| | |
|---------------------------------|--|
| Explanation of Item: | Customer has requested streetlight on Stimpson Street between 2306 Stimpson and 2311 Stimpson. |
| Actions Needed by Board: | Approval of Request |
| Backup Attached: | Memo, Resolution, Street Lighting Request Form, Cost Analysis and location map |

| |
|--|
| 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: Electric \$1,063.80; Public Works \$16.88/mo |
| If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

Additional Notes: N/A



NEW BERN
CITY OF NEW BERN

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

Aldermen

Sabrina Bengel
Jameesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

TO: Foster Hughes, Interim City Manager
FROM: Charles Bauschard, Director of Public Utilities
DATE: July 1, 2021
SUBJECT: Request for Additional Street Lighting from Resident

Background Information:

In August of 2010, the Board of Aldermen adopted a procedure for addressing requests for additional street lighting from residents. This procedure requires Electric Utilities to evaluate the area of the request. The existing lighting must also comply with or be brought up to the American National Standard Practice for Roadway Lighting.

The Department of Public Utilities has received a request from a resident for additional street lighting infrastructures in the area of Stimpson St. This area was evaluated, and it was determined that it does not meet the City's light standard. The recommendation and cost estimate is included.

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlights on Stimpson Street.

RESOLUTION

THAT WHEREAS, the City of New Bern has adopted the American National Standard Practice for Roadway Lighting as the design standard for new street lighting installations within the City of New Bern; and

WHEREAS, the standard outlines the level of lighting necessary for the safe interaction of pedestrians and vehicles along municipal roadways; and

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

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Department of Public Utilities and Public Works for additional street lighting infrastructures in the area of Stimpson Street.

ADOPTED THIS 13th DAY OF JULY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Street Lighting Request Form

REQ #

Customer Name:

Customer Address:

Phone Number of Requestor:

Area of Request:

Section between 2306 Stimpson St to 2311 Stimpson St.

(Street address, intersection, general description, etc)

Pole # (if known):

Sent to Police Department Date:

Police Recommendations:

All items below this must be filled out by an Electric Department Engineer

Electric Department Engineer:

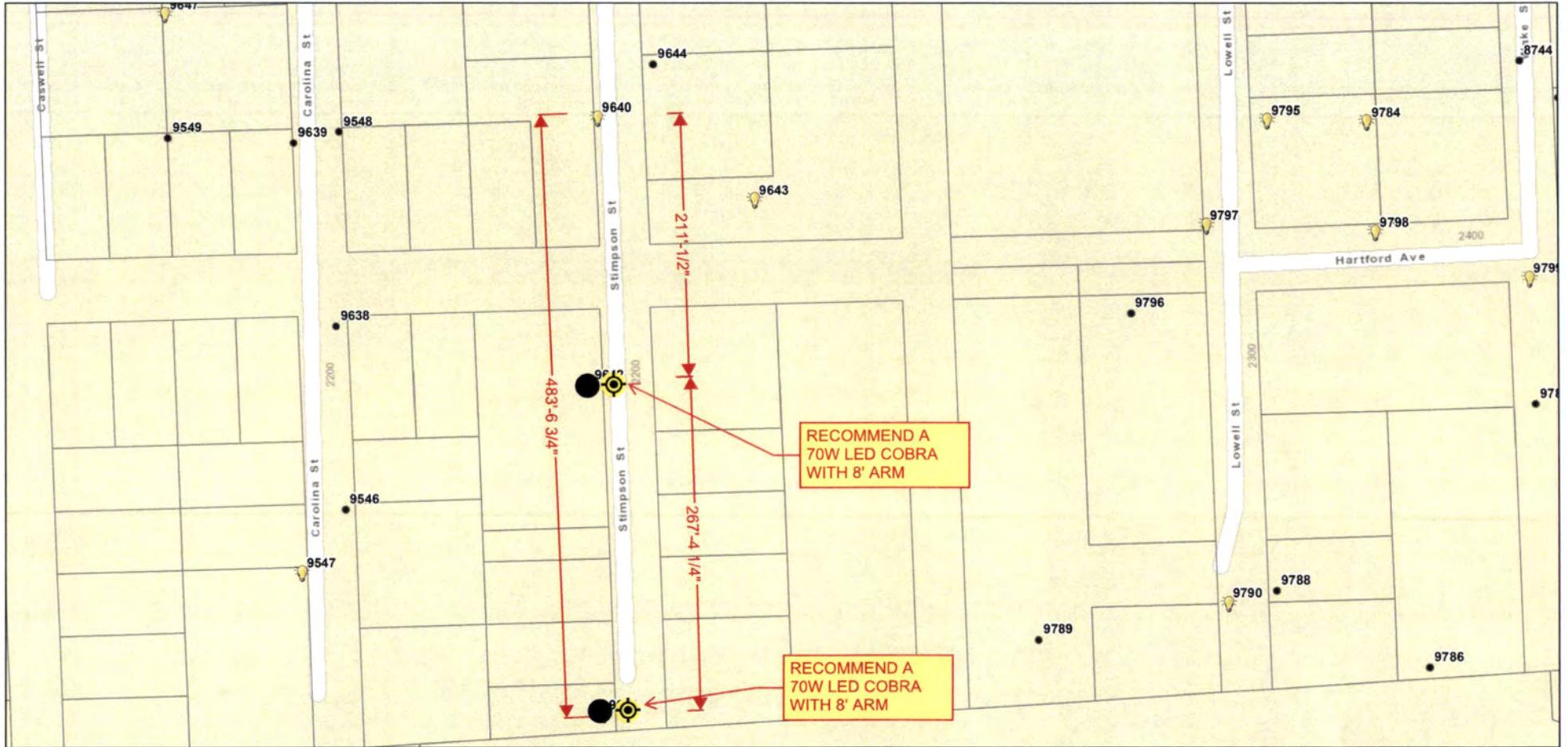
Evaluations Results/Recommendation:

This section of Stimpson St does not meet the City of New Bern's Street Lighting Standard. I recommend installing a 70W LED Cobra Street Light on pole #9642 and pole #9641.

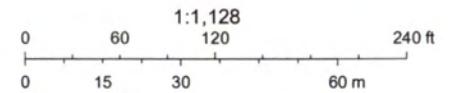
Estimated Cost to Electric Department:

Estimated Cost to Public Works:

REQ 119



6/25/2021, 11:02:20 AM



State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

ArcGIS Web AppBuilder
State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving an Agreement with NC Railroad Company to Extend the License Agreement for the Union Station Train Depot

| | |
|---|---|
| Date of Meeting: 7/13/2021 | Ward # if applicable: 1 |
| Department: Administration | Person Submitting Item: Foster Hughes, Interim City Manager |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: |

| | |
|---------------------------------|--|
| Explanation of Item: | The City previously entered into a license agreement with NC Railroad for the purpose of rehabilitating the Union Station Train Depot. An agreement is proposed to extend the license agreement through December 31, 2021. |
| Actions Needed by Board: | Consider adopting the resolution |
| Backup Attached: | Memo, resolution, agreement to extend term of license agreement |

| |
|--|
| 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 |

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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Jeffrey T. Odham

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

Memorandum

TO: Mayor and Board of Aldermen
FROM: Foster Hughes, Interim City Manager
DATE: July 1, 2021
SUBJECT: Agreement to Extend Term of License Agreement for Trail Depot

On January 24, 2012, the City entered into a five-year license agreement with NC Railroad for the purpose of rehabilitating the Union Station Train Depot. The agreement was subsequently extended and just recently expired on July 1, 2021.

New Bern Preservation Foundation has made significant progress in the preservation and rehabilitation of the Depot. However, more time is needed to pursue their efforts. The proposed agreement will again extend the license agreement. The new term will expire on December 31, 2021.

vRESOLUTION

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

That the Agreement to Extend Term of License Agreement dated July 1, 2021 by and between the North Carolina Railroad Company and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 13th DAY OF JULY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

AGREEMENT TO EXTEND TERM OF
LICENSE AGREEMENT

THIS AGREEMENT TO EXTEND TERM OF LICENSE AGREEMENT ("Agreement") is made and entered effective as of July 1, 2021, by and between the NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation ("NCRR"); and the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), collectively, the "Parties".

WITNESSETH:

THAT WHEREAS, the NCRR and the City entered into a License Agreement dated January 24, 2012 ("License Agreement") with a term of five (5) years for the purpose of allowing the City to commence the rehabilitation of the Union Station Depot built by the Norfolk-Southern and the Atlantic Coast Line railroads; and

WHEREAS, the City, through the exclusive efforts of the New Bern Preservation Foundation, has made significant progress with the preservation and rehabilitation of the Union Station Depot; and

WHEREAS, on January 1, 2017 the Parties extended the term of the License Agreement to midnight on July 1, 2021 to allow the New Bern Preservation Foundation to complete the project consistent with the construction milestones, fundraising timeline, key project completion dates, and budget overview collectively attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Parties desire a second extension to extend the term of the License Agreement to midnight on December 31, 2021 to allow the New Bern Preservation Foundation to complete the project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree that the term of the License agreement shall be extended to midnight on December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by hand and under seal affixed hereto in duplicate originals, all as of the date first written above.

NORTH CAROLINA RAILROAD COMPANY

By: _____

Carl Warren, President

ATTEST:

Catherine Knudson, Secretary

[CORPORATE SEAL]

CITY OF NEW BERN

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

[CORPORATE SEAL]

Norfolk Southern Railway Company joins in the execution of this agreement for the sole purpose of consenting to those provisions herein that require Norfolk Southern Railway Company's consent.

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
_____, President

ATTEST:

_____, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of _____, 2021, before me personally appeared _____ with whom I am personally acquainted, who, being by me duly sworn, says that he is _____ President and that _____ is _____ Secretary of NORTH CAROLINA RAILROAD COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and _____ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

Date _____

(Official Seal)

Signature of Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of _____, 2021, before me personally appeared _____ with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that _____ is City Clerk of the CITY OF NEW BERN, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said Mayor; that the said Mayor and City Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Aldermen of the CITY OF NEW BERN; and that the said instrument is the act and deed of said corporation.

Date _____

(Official Seal)

Signature of Notary Public

My commission expires: _____

STATE OF VIRGINIA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that on the ____ day of _____ 2021, before me personally appeared _____ with whom I am personally acquainted, who, being by me duly sworn, says that he is _____ President and that _____ is _____ Secretary of NORFOLK SOUTHERN RAILWAY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and _____ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

Date _____

(Official Seal)

Signature of Notary Public

My commission expires: _____

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving an Agreement for Purchase and Sale of Real Property with the NC Railroad Company

| | |
|---|---|
| Date of Meeting: 7/13/2021 | Ward # if applicable: 1 |
| Department: Administration | Person Submitting Item: Foster Hughes, Interim City Manager |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: |

| | |
|---------------------------------|---|
| Explanation of Item: | This item approves an agreement for the purchase of property located at the intersection of South Front Street and Hancock Streets identified as Tax Parcel ID 8-001-C-071 for \$227,000. |
| Actions Needed by Board: | Consider adopting the resolution |
| Backup Attached: | Memo, resolution, agreement for purchase and sale of real property |

| |
|--|
| 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 |

| |
|--|
| Cost of Agenda Item: \$227,000 |
| If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No |

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

Sabrina Bengel
Jamesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

Memorandum

TO: Mayor and Board of Aldermen

FROM: Foster Hughes, Interim City Manager

DATE: July 1, 2021

SUBJECT: Agreement for Purchase and Sale of Real Property Identified as Tax Parcel ID 8-001-C-071

The proposed agreement between the City and NC Railroad Company is for the City's purchase of tax parcel ID 8-001-C-071 for \$227,000. The property is a vacant 0.26-acre lot situated at the intersection of South Front Street and Hancock Street.

RESOLUTION

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

That the Agreement for Purchase and Sale of Real Property dated July 13, 2021 by and between the City of New Bern and the North Carolina Railroad Company, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 13th DAY OF JULY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Attn: Amy Sandidge
2809 Highwoods Boulevard
Raleigh, NC 27604

With a copy to:

Ellis & Winters LLP
Attn: Tom Blue
4131 Parklake Avenue, Suite 400
Raleigh, NC 27612

except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows:

Davis Hartman Wright, PLLC
Attn: Michael Scott Davis
209 Pollock Street
New Bern, NC 28560

except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: N/A. Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: N/A.

Each party shall pay its own attorney’s fees.

Section 4. Deliveries: Intentionally deleted.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, and (b) matters of record existing at the Contract Date (“Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) Intentionally deleted.

(b) Intentionally deleted.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property at least thirty (30) days before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases").

Section 8. Intentionally deleted..

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited. Seller agrees that Seller's sole remedy for breach of this Agreement by Buyer is the Earnest Money.

Section 11. Closing: At Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited with a nationally recognized courier service to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when a signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None

(Insert "None" or the identification of any matters relating to (i) through (iv) above, if any). Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

None

Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of

the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall not survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is not assignable by either party.

Section 19. Intentionally deleted..

Section 20. Intentionally deleted..

Section 21. Authority: Each signatory to this Agreement represents and warrants that he, she or it has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he, she or it signs and that his, her or its signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

[signatures on following page]

BUYER:

CITY OF NEW BERN

By: _____
Dana E. Outlaw, Mayor

Date: _____

SELLER:

NORTH CAROLINA RAILROAD COMPANY

By: _____
Andrew Tate, Vice President

Date: _____

EXHIBIT A

Property Illustration

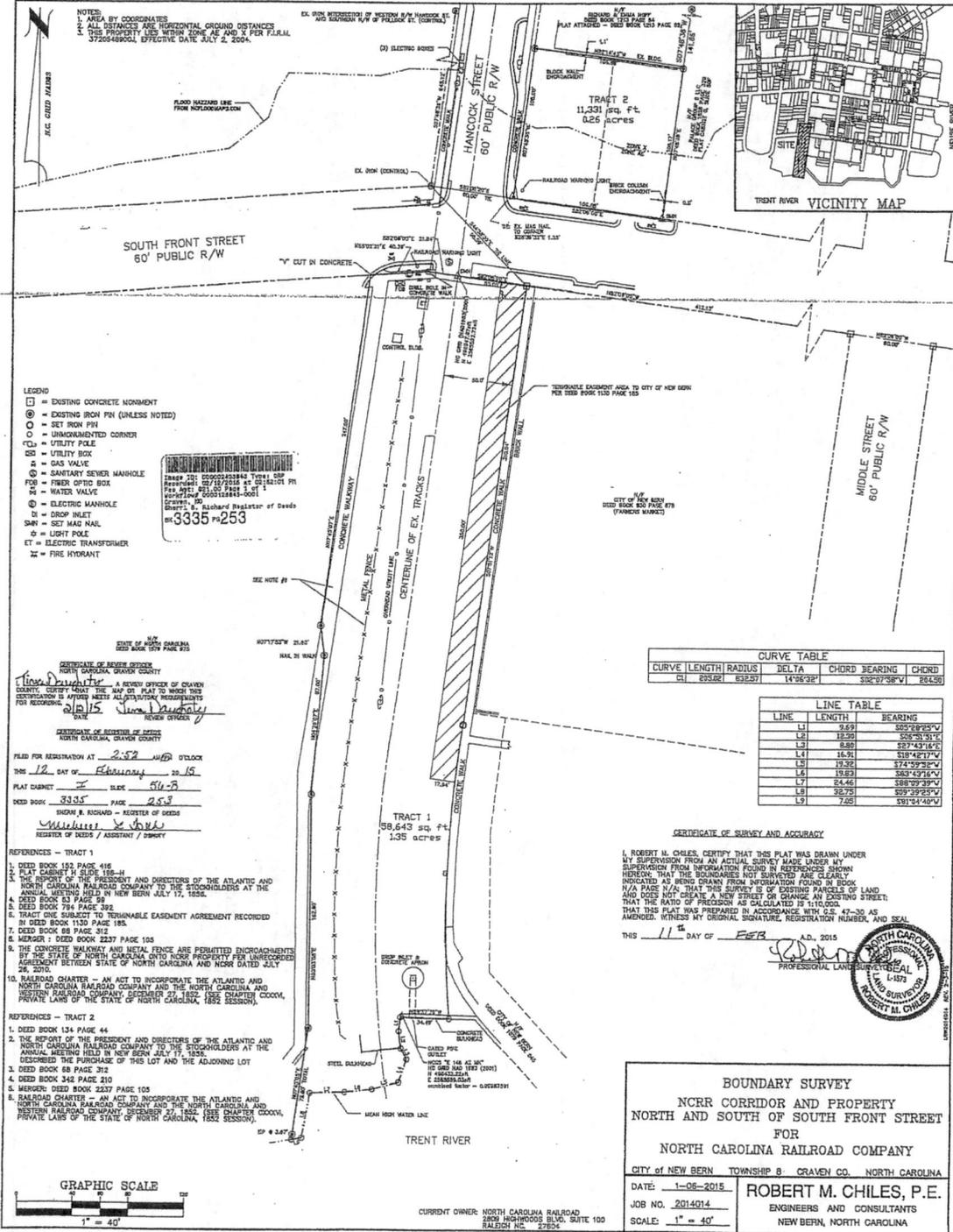


EXHIBIT B

Additional Terms and Conditions

1. The parties agree to the following additional conditions of their Offer to Purchase and Contract to which this Addendum is attached:
 - a) Seller has provided to Buyer all environmental information on the Property in Seller's possession;
 - b) Seller has received on notice of any pending or threatened claims, actions, or administrative proceedings against Seller regarding the environmental condition of the Property;
 - d) Seller has no knowledge of any underground fuel storage tanks at, on, or under the Property; and
 - e) Seller warrants that the Property does not lie in a North Carolina Railroad Corridor, and that upon Closing, Seller shall have no further rights or interest in the Property whatsoever except for the Signal Easement as set forth below.

2. Buyer's obligations hereunder are further conditioned upon the following:
 - a) Buyer shall have the right to terminate this Offer to Purchase if, in its sole discretion, the development and use of the Property for its intended purposes is not feasible or cost effective;
 - b) All of the conditions, and representations of Sellers contained in Paragraph 1 of this Addendum shall be true at the time this Addendum is executed and true at closing;
 - c) No portion of the Property shall be or have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act;
 - d) No portion of the Property shall consist of filled land, and no portion of the Property shall consist of wetlands as that term is used in Section 404 of the Clean Water Act;
 - e) All applicable federal, state, and local governmental zoning, land use, and environmental requirements shall permit the use of the Property for Buyer's intended purpose;
 - g) The soil and subsurface conditions of the Property shall permit the development of the Property for reasonable commercial/industrial use; and
 - h) In the event of the failure of any of the foregoing conditions of this section, Buyer shall have the right to terminate this Offer to Purchase and Contract by written notice to Sellers or Sellers' counsel, in which event neither party shall have any further rights hereunder.

3. The deed shall reflect that Seller reserves unto itself and its successors and assigns a perpetual easement on, over, and upon the property for access to and the maintenance, repair, removal, and replacement of the existing railroad signal shown as "Railroad Warning Light" on that survey entitled "Boundary Survey NCR Corridor and Property North and South of South Front Street" dated January 6, 2015 by Robert M. Chiles, P.E (the "Survey"). The area of the easement shall be as follows:

Beginning in the southwest corner of the property, said corner being S82°08'20"E 60.00' from an existing control iron in the southeast corner of the property on the

opposite side of Hancock Street, and from said POINT OF BEGINNING S82°06'00"E 15.00' along the southern boundary of the property to a point, thence leaving the boundary of the property N07°48'36"E 15.00' to a point, thence N82°06'00"W 15.00' to a point on the western boundary of the property, thence S07°48'36"W 15.00' along the western boundary to the POINT OF BEGINNING, being an area of 225 square feet.

4. In the event of any conflict between the provisions of this Addendum and the provisions of the Offer to Purchase to which this Addendum is attached, the provisions of this Addendum shall control.
5. The provisions of this Contract and Addendum shall survive the closing and purchase of the Property hereunder.

BUYER:

CITY OF NEW BERN

Date: _____

By: _____
Dana E. Outlaw, Mayor

SELLER:

NORTH CAROLINA RAILROAD COMPANY

Date: _____

By: _____
Andrew Tate, Vice President

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Designating Deputy Finance Officers

| | |
|---|---|
| Date of Meeting: 07/13/21 | Ward # if applicable: |
| Department: Administration | Person Submitting Item: Foster Hughes |
| Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Date of Public Hearing: |

| | |
|---------------------------------|---|
| Explanation of Item: | NCGS 159-28 requires that all obligations be pre-audited to ensure there is sufficient budget to pay the sums obligated. The preaudit is performed by the finance officer or a deputy finance officer who has been designated by the Board. Any contract, agreement or PO that is not pre-audited is invalid and may not be enforced. |
| Actions Needed by Board: | Consider adopting resolution naming deputy finance officers authorized to perform preaudits. |
| Backup Attached: | Memo and resolution |

| |
|--|
| 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 |

| |
|--|
| 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:



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(252) 636-4000

Aldermen

Sabrina Bengel
Jameesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Dana E. Outlaw
Mayor
Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Foster Hughes, Interim City Manager
DATE: July 13, 2021
SUBJECT: Designation of Deputy Finance Officers

By resolutions dated May 22, 2001 and April 8, 2014, Lori A. Mullican, Accounting Manager, was named as a deputy finance officer for the purpose of fulfilling the preaudit requirements as defined under NCGS §159-28. The statute requires that all written obligations requiring payment of money, such as contracts, agreements, and purchase orders, shall be pre-audited to assure compliance with the Local Government Budget and Fiscal Control Act. Any obligation that is not pre-audited is deemed invalid and may not be enforced. Since Mrs. Mullican has retired, the proposed ordinance replaces her with Kimberly A. Ostrom, the current Accounting Manager. It also adds Tanya Harms, Senior Accountant, as a deputy finance officer to ensure there is additional authority in the absence or unavailability of the finance officer or Mrs. Ostrom.

By resolution dated April 8, 2014, Sonya Hayes was also named as a deputy finance officer for the purpose of pre-auditing salary changes and new hire salary and wage arrangements.

RESOLUTION DESIGNATING DEPUTY FINANCE OFFICERS

WHEREAS, Section 159-28(a1) of the Local Government Budget and Fiscal Contract Act authorizes the municipal governing body to appoint one or more deputy finance officers to sign the pre-audit requirement.

THEREFORE, be it resolved by the Board of Aldermen of the City of New Bern:

1. That Kimberly A. Ostrom, Accounting Manager, is hereby appointed as a Deputy Finance Officer for the City of New Bern in place and stead of Lori A. Mullican, and is hereby authorized and empowered to perform the signatory and pre-audit functions on written contracts, agreements and purchase orders;

2. That Tanya Harms, Senior Accountant, is also hereby appointed as a Deputy Finance Officer for the City of New Bern and authorized and empowered to perform the signatory and pre-audit functions on written contracts, agreements and purchase orders; and

3. As designated by resolution dated April 8, 2014, Sonya Hayes, Director of Human Resources, will remain an additional Deputy Finance Officer for the purpose of performing signature and pre-audit functions on salary changes and new hire salary and wage arrangements.

ADOPTED THIS 13TH DAY OF JULY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



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Memorandum

TO: Alderman Barbara Best
FROM: Brenda Blanco, City Clerk
DATE: May 14, 2021
SUBJECT: Appointment to Community Development Advisory Committee

Dell Simmons' term on the Community Development Advisory Committee will expire on June 30, 2021. Mr. Simmons is not interested in reappointment. You are asked to make a new appointment to serve in a three-year term. Appointments to this committee are made by each ward.

/beb



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Memorandum

TO: Alderman Sabrina Bengel, Alderwoman Jameesha Harris, Alderman Bobby Aster, and Alderman Jeffrey Odham

FROM: Brenda Blanco, City Clerk *BEB*

DATE: May 28, 2021

SUBJECT: Appointments to Police Civil Service Board

Kennail Humphrey, Eric Queen, Victor Taylor, and Robert West's terms on the Police Civil Service Board will expire on June 30, 2021. None are eligible for reappointment. Appointments to this Board rotate among the aldermen, and it is your turn to make the next appointments.

Appointees must be a City resident and cannot be an elected official, a member or employee of the Police Department or City, or a person who has volunteered at the Police Department within the previous three years. Terms are for a two-year period.

/beb



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Memorandum

TO: Alderman Jeffrey Odham

FROM: Brenda Blanco, City Clerk *beb*

DATE: June 16, 2021

SUBJECT: Appointment to HPC

George Brake has resigned from the Historic Preservation Commission. His term was slated to expire on June 30, 2021. You are asked to make an appointment to begin serving a three-year term that begins on July 1, 2021 and expires June 30, 2024.

/beb



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Memorandum

TO: Alderman Johnnie Ray Kinsey
FROM: Brenda Blanco, City Clerk
DATE: June 16, 2021
SUBJECT: Appointment to HPC

Christian Evans recently resigned from the Historic Preservation Commission. His term would have expired on June 30, 2021, if he had completed it. Please make a new appointment to serve a three-year term to begin on July 1, 2021 and expire June 30, 2024.

/beb



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Memorandum

TO: Mayor Dana Outlaw

FROM: Brenda Blanco, City Clerk

BEB

DATE: June 16, 2021

SUBJECT: Appointment to HPC

Joe Klotz's term on the Historic Preservation Commission will expire June 30, 2021, and he has expressed interest in reappointment. Please consider reappointing him for another three years or, in the alternative, make a new appointment to serve a three-year term to begin on July 1, 2021 and expire June 30, 2024.

/beb



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Memorandum

TO: Alderman Bobby Aster
FROM: Brenda Blanco, City Clerk
DATE: June 16, 2021
SUBJECT: Appointment to P&Z

Gaspar "Sonny" Aluzzo's term on the Planning and Zoning Board will expire June 30, 2021. You are asked to reappoint Mr. Aluzzo or make a new appointment to serve a three-year term that will expire on June 30, 2024.

/beb