

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 24, 2021 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderwoman Harris. Pledge of Allegiance.
2. Roll Call.

Consent Agenda

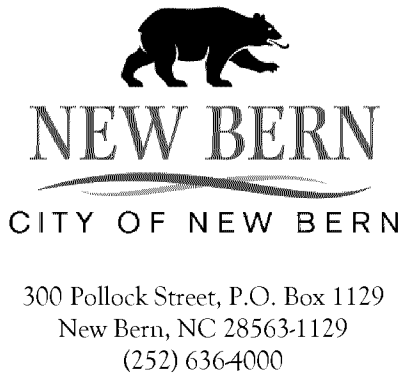
3. Consider Adopting a Resolution Approving the Closure of the 1000 Block of K Street for a Family Reunion/Memorial Celebration.
4. Approve Minutes.

5. Presentation by MetroNet.
6. Discuss FEMA Update on Stanley White Recreation Center.
7. Consider Adopting a Resolution Approving the Sale of 125 Hillmont Road.
8. Consider Adopting a Resolution Approving the Sale of 597 Hwy. 55 West.
9. Consider Adopting a Budget Ordinance Amendment for FY2021-22.
10. Appointment(s).
11. Attorney's Report.
12. City Manager's Report.
13. New Business.
14. Closed Session.
15. Adjourn.

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

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: August 18, 2021

Re: August 24, 2021 Agenda Explanations

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderwoman Harris. Pledge of Allegiance.**
- 2. Roll Call.**

Consent Agenda

- 3. Consider Adopting a Resolution Approving the Closure of the 1000 Block of K Street for a Family Reunion/Memorial Celebration.**

(Ward 1) Antoinette Green, a resident of K Street, has requested the 1000 block of K Street be closed to vehicular traffic on Saturday, September 4, 2021, and Sunday, September 5, 2021, from 5:00 p.m. until 11:59 p.m. for a family reunion/memorial celebration. A map of the area is attached.

- 4. Approve Minutes.**

Draft minutes from the August 10, 2021 meeting are provided for review and approval.

- 5. Presentation by MetroNet.**

Kris Smith, Government Affairs Director, and Bobby Shatterly, Regional Representative, will share a PowerPoint presentation to review the communication plan for the construction phase of MetroNet's broadband project.

6. Discuss FEMA Update on Stanley White Recreation Center.

On August 16, 2021, FEMA issued its findings on the environmental assessment for Stanley White Recreation Center. These findings will be discussed.

7. Consider Adopting a Resolution Approving the Sale of 125 Hillmont Road.

(Ward 5) After receiving an offer from Hilliard Thompson to purchase 125 Hillmont Road for \$7,500.00, the Board adopted a resolution on June 22, 2021 to initiate the upset bid process. The bid was advertised, but no upset bids were received. This parcel is a vacant, nearly ½-acre lot with a tax value of \$15,000. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$6,349.65. If the sale is approved, the City is projected to receive \$3,244.62 and the County is projected to receive \$4,255.38 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached along with a resolution, quitclaim deed, offer to purchase, and photos of the property.

8. Consider Adopting a Resolution Approving the Sale of 597 Hwy. 55 West.

(Ward 5) Hilliard Thompson also rendered an offer to purchase 597 Hwy. 55W for \$3,375.00. The Board adopted a resolution on June 22, 2021 to initiate the upset bid process. The bid was advertised, but no upset bids were received. This parcel is a vacant 0.14-acre tract. Tax records indicate an additional value of \$19,570 for a mobile home or structure, but Public Works' staff has confirmed the property is vacant. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$4,851.10. If the sale is approved, the City is projected to receive \$140.50 and the County is projected to receive \$3,234.50 from the proceeds. A memo from Ms. Blanco, City Clerk, is attached along with a resolution, quitclaim deed, offer to purchase, and photos of the property.

9. Consider Adopting a Budget Ordinance Amendment for FY2021-22.

The E911 Telephone System Fund is amended to reduce the annual PSAP distribution from the State. The reduction of \$28,325 is due to the City exceeding the allowable 20% that can be carried forward from FY2021. The Grant Fund is amended to recognize a \$1,500 grant from the Juvenile Crime Prevention Council ("JCPC") for National Night Out. This grant required no match. Lastly, the Water Fund is amended to appropriate \$18,583 from fund balance to replace a 2013 Ford F250 that was totaled in an accident in June 2021. Insurance proceeds of \$16,417 were received and will be used toward the replacement vehicle, which will cost \$35,000. A memo from Kim Ostrom, Interim Director of Finance, is attached along with a copy of a letter from the State regarding the PSAP funding and a copy of the JCPC grant request.

10. Appointment(s).

- a) 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.
- b) 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.

11. Attorney’s Report.

12. City Manager’s Report.

13. New Business.

14. Closed Session.

15. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a certain street to vehicle traffic for K Street Family Reunion/Memorial Celebration.

Date of Meeting: 8/24/2021	Ward # if applicable: Ward 1
Department: Parks & 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:	Antionette Green has made a request to close the 1000 block of K Street between H Street and G Street to vehicle traffic for a Family Reunion/Memorial Celebration from 5:00 p.m. until 11:59 p.m. on Saturday, September 4 and Sunday, September 5, 2021.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map - Petition

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 checked="" type="checkbox"/> No

Additional Notes:

Aldermen

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



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

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 to close a certain street to vehicle traffic for a Family Reunion and Memorial Celebration.

Background Information:

Antionette Green has made a request to close the 1000 block of K Street between H Street and G Street to vehicle traffic for a Family Reunion/Memorial Celebration from 5:00 p.m. until 11:59 p.m. on Saturday, September 4 and Sunday, September 5, 2021.

Recommendation:

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

RESOLUTION

WHEREAS, Antoinette Green, a resident of K Street, has requested the 1000 block of K Street between H Street and G Streets be closed to vehicular traffic on Saturday, September 4, 2021, and Sunday, September 5, 2021, from 5:00 p.m. until 11:59 p.m. for a family reunion/memorial celebration; and

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

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

That the 1000 block of K Street between H Street and G Streets be closed to vehicular traffic from 5:00 p.m. until 11:59 p.m. on September 4 and 5, 2021, for a family reunion/memorial celebration.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

DUFFYFIELD CHILD
DEVELOPMENT...



Little Rock
Missionary Baptist



H St

G St

Fowlers Ln

K St

Bloomfield St

Pavie Ave

K St

Green St

Sampson St

K St

Main St

Eubank St

Greene St

Pavie Ave

Worcester St

Thelma Spivey 1011 ^{AKS} Green Street
gives permission to block street from
5pm. - 11:59pm - Sat. Sept. 4th, and Sun.
Sept 5th, 2021

Thelma Spivey
Aug 18, 2021

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation by MetroNet

Date of Meeting: 8/24/2021	Ward # if applicable:
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:	A representative of MetroNet will share a presentation to review the company's communication plan for the construction phase of the project.
Actions Needed by Board:	Informational only
Backup Attached:	PowerPoint

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:
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:



1

Construction Communication

Program Objectives

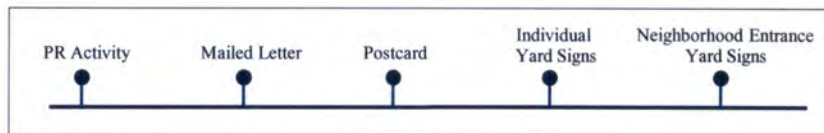
- Reduce surprises related to neighborhood construction activity
- Prevent call volume to city call centers
- Provide transparency and accountability to city
- Build good will and awareness with residents

METRONET

2

Construction Communication

Communication elements to alert residents that MetroNet will be starting construction of our network in their neighborhood.



Additional Communication Opportunities

- Partnership with the city to communicate to residents (city social media pages, newsletter, website, PEG channel, etc.)
- Partner with Home Owner's Associations to communicate to their residents (social media, newsletters, etc.) and to present to HOA board meetings
- Construction crews with materials on hand

METRONET

3

Construction Letter



METRONET

4

Neighborhood Postcard



METRONET

5

Construction 5" x 5" Turf Signs



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6

Construction 36" x 24" Neighborhood Yard Sign

METRONET
Fiber Optic Internet, TV and Phone

**CONSTRUCTION
UNDERWAY**

We're building our 100% fiber optic network.

Questions? 1-877-386-3876
metronetinc.com/construction

METRONET

7

Construction Easement Flyer

CONSTRUCTION UTILITY EASEMENT NOTIFICATION

**SORRY
WE MISSED YOU.**

While we're building our 100% fiber optic network, our construction crews need to access your easement. Easements are designated areas on your property that utility companies use to access or place your utilities.

We will stop by tomorrow to:

☐ Locate utilities in the easement
☐ Place form
☐ Assemble
☐ Underpin pier

We need access to:

☐ Front easement
☐ Rear easement
☐ Side easement

Please:

☐ Secure petal
☐ Leave fence/gate unlocked for easement access

Questions or concerns before or after construction? Please Contact:

METRONET
Fiber Optic Internet, TV and Phone
metronetinc.com/construction

METRONET

8

Construction Website & Ticket

Construction Communication Website-www.metronetinc.com/construction

- Interactive map and additional details of construction progress
- Ask questions/issue resolution
- Ticketing system with 24-hour response time and automated emails for ticket status
- Resident can upload a picture to reference their issue



METRONET

9

Restoration Process

Restoration within 24-48 hours

- Restore as we go

Identifiable Crews

- Signage on all vehicles
- Picture Badges
- Safety vests with MetroNet logo
- Partnership with city to provide daily list of locations and crew names

Responsiveness

- 99% response rate within 1 business day



METRONET

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Construction Statistics – Sample Report

MetroNet Town- August

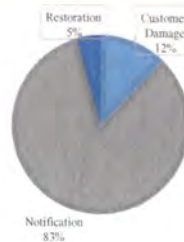
UG Construction – 94,988 ft

AE Construction – 41,839 ft

Ticket Type	Total Tickets	24 Hr
Customer Damage	8	8
Notification	55	55
Restoration	3	3
Grand Total	66	66

Total Tickets	66
62% Completed within 24 Hours	41
27% Completed within 1-3 Days	18
9% Completed within 4-7 Days	6
0% Completed in 8+ Days	0
0% On Hold	0
2% Incomplete	1
0% Cancelled	0

Ticket Type	Completed	In Progress	Grand Total
Customer Damage	8	0	8
Notification	54	1	55
Restoration	3	0	3
Grand Total	65	1	66



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11

Construction Communication

Post Construction

Underground



Aerial



METRONET

12

Construction Card

METRONET

Fiber Optic Internet, TV and Phone

metronetinc.com/construction

1-877-386-3876

METRONET

We are currently building our 100% fiber optic network.

Rest assured, this construction phase is temporary and we'll do our best to minimize any impact to your property. For additional details or to submit questions or concerns, please visit

metronetinc.com/construction

or call 1-877-386-3876

METRONET

13

Construction Communication

METRONET

CONSTRUCTION AREAS

ASK QUESTIONS

CONSTRUCTION PROCESS

PRODUCTS

TICKET LOOKUP

CONSTRUCTION PROCESS

CONSTRUCTION PROCESS

Once MetroNet begins construction of our 100% fiber network in a new city, you'll start to see our teams in the area. These construction teams may need to have access to the utility easements located on residential properties. Rest assured, the construction phase is temporary and we'll do our best to minimize any impact to your property.

We want to prepare you for the construction phase, and have outlined the following details to help set the right expectations. You can also view the two short videos for additional information.



METRONET

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Kris Smith
Governmental Affairs Director
812.760.8150
kris.smith@metronetinc.com

METRONET

AGENDA ITEM COVER SHEET

Agenda Item Title:

Discussion of FEMA Update on SWRC

Date of Meeting: 8/24/2021	Ward # if applicable:
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:	Discuss latest FEMA update on SWRC.
Actions Needed by Board:	Informational
Backup Attached:	FONSI Report

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:
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:

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FINDING OF NO SIGNIFICANT
IMPACT (FONSI) ENVIRONMENTAL ASSESSMENT FOR
THE CITY NEW BERN STANLEY WHITE RECREATION CENTER**

The City of New Bern Parks and Recreation Department is seeking reimbursement for federal funding from the Federal Emergency Management Agency (FEMA) in the form of Public Assistance (PA) Program Funding for the relocation of the new recreation center in New Bern, North Carolina. The objective of the FEMA PA Grant Program is to provide assistance to State, Tribal, and Local Governments, and certain Private Nonprofit (PNP) organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President. Through the PA Program, FEMA provides supplemental federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of eligible disaster-damaged facilities. The PA Program also encourages protection of these damaged facilities from future events by providing grants for hazard mitigation measures during the recovery process.

The Stanley White Recreation Center was located at 901 Chapman Street, in the Greater Duffyfield neighborhood in New Bern, North Carolina. This alternative proposes to construct a new recreation center outside the floodplain, but within the Greater Duffyfield neighborhood. The proposed site (35.11271 latitude, -77.05396 longitude) is approximately 670-feet or 0.15-miles southwest of the former recreation center location. The total site is approximately 3.4 acres. The previous facility was a single-story conventional load bearing masonry building erected upon a shallow foundation system with concrete slab on grade of approximately 18,057-square feet. The proposed action will be a two-story structure of approximately 36,074-square feet and a footprint of approximately 26,000-square feet with 128 parking spaces.

This proposed action will support the uses in the previous facility and allow for additional uses and services requested by neighborhood residents during the Fall 2020 Public Engagement sessions (presentations and findings shown in Appendix E). The City determined in order to meet the needs of residents during future flooding events, to provide a safe and secure location where youth can learn new skills after school, and to provide a venue to where seniors or underinsured persons can go to access health and wellness resources, a new recreation center should be constructed outside the floodplain, but within the Greater Duffyfield neighborhood.

This draft Environmental Assessment (EA) evaluates actions undertaken by FEMA to provide financial support to the city of New Bern covered in the scope of this document on the proposed relocation of the Stanley White Recreation Center in New Bern, Craven County, North Carolina. This EA also provides the public and decision-makers with the information required to understand and evaluate the potential environmental consequences of these actions and to consider these impacts in the decision-making. In accordance with the National Environmental Policy Act (NEPA) of 1969, FEMA's regulations for implementing NEPA in FEMA Directive 108-1: *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, the President's Council on Environmental Quality (CEQ) NEPA implementing regulations at 40 CFR Parts 1500-1508. FEMA prepared a draft Environmental Assessment (EA) to evaluate the potential environmental impacts resulting from FEMA's financial support to the City of New Bern for the proposed relocation of the Stanley White Recreation Center in New Bern, Craven County, North Carolina.

Notice of the availability of the draft EA was provided for agency and public review and comment for a period of 30 days. The public notice was posted on the FEMA website at: [Region 4 - Environmental Documents and Public Notices | FEMA.gov](#) the City of New Bern website https://www.newbernnc.gov/departments/stanley_white_recreation_center_project.php between, July 16, 2021 and August 15, 2021. Hard copies of the document were available, and comments made, at the following locations: New Bern City Hall – 300 Pollock Street (Monday – Friday 8am – 5pm), West New

Bern Recreation Center – 1225 PineTree Drive (Monday – Friday 8am – 6pm; Saturday 9am – 3pm), New Bern – Craven County Public Library 400 Johnson Street (Monday – Thursday 9am – 7pm); Friday and Saturday 9am – 6pm), Omega Center – 800 George Street (Monday – Thursday 9am – 12noon) and on location at the proposed site.

Comments received to date are documented in Appendix E of the EA.

CONDITIONS

Actions under this EA and FONSI must meet the following conditions. Failure to comply with these conditions would make the FONSI determination inapplicable for the project and could jeopardize the receipt of funding.

- The City of New Bern (the City) is responsible for obtaining and complying with all required local, State and Federal laws, permits and approvals.
- Construction Best Management Practices (BMPs) will be utilized and maintained throughout construction to control soil erosion and sediment, reduce spills and pollution, and provide habitat protection. BMPs will be determined during the design phase and implemented by the construction company. Environmental compliance during construction will be required to ensure that all BMP devices are constructed and working properly during the life of the project. Erosion controls will be in place prior to any ground disturbing activity.
- No environmental permitting is anticipated for this project. However, if permits are required, all work must be performed in accordance with any approved permit requirements and conditions. Changes to project design that alter permitted actions may require re-engagement with regulatory agencies to determine if revisions and modifications to issued permits are required.
- No compensatory mitigation is anticipated for this project due to lack of anticipated impacts associated with the preferred alternative. In the event that this changes, compensatory mitigation would be pursued through either the North Carolina Division of Mitigation Services (NCDMS) or an approved mitigation bank.
- The project will follow State and local stormwater and erosion control requirements and will be covered under the City's State National Pollutant Discharge Elimination System (NPDES) permit, which follows federal guidelines and regulations.
- Site soils will be covered and wetted during construction to minimize fugitive dust.
- Heavy machinery and equipment to be used for the proposed action will meet any applicable federal, state, or municipal clean air standards.
- Any hazardous materials discovered, generated, or used during construction must be disposed of and handled in accordance with applicable local, State, and Federal regulations. During all activities, appropriate measures to remove, prevent, contain, minimize, and control spills of any potentially hazardous materials will be employed.
- Construction activities will be conducted during the daytime hours (7:00am – 9:00pm on weekdays and weekends, as defined by City of New Bern Ordinances Section 26-71 [5]) to reduce adverse noise impacts.
- All equipment shall comply with pertinent equipment noise standards of the U.S. Environmental Protection Agency, State of North Carolina, and City of New Bern. For example, federal noise standards include the provision that all equipment used shall have sound control devices (e.g., mufflers, intake silencers, engine enclosures) no less effective than those provided on the original equipment; no equipment shall have un-muffled exhaust.
- If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken.

The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the North Carolina State Archaeologist and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with *North Carolina Statutes, Section 70-29 (2019)*.

- Prior to construction, the City must identify the source and location of fill material and provide this information to NC SHPO and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

FINDINGS

Based upon the information contained in the EA, the potential impacts resulting from the two alternatives analyzed in the EA, and in accordance with FEMA's regulations for implementing NEPA in FEMA Directive 108-1: *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and Executive Orders 11988 (Floodplain Management), 11990 (Protection of Wetlands), and 12898 (Environmental Justice), FEMA finds that the implementation of the proposed action will not have significant impacts to the quality of the human environment. Therefore, an Environmental Impact Statement (EIS) will not be prepared. This FONSI is based upon the proposed action described in the EA and meeting all conditions prescribed for that project type.

APPROVAL

**STEPHANIE D
EVERFIELD**

Digitally signed by STEPHANIE D
EVERFIELD
Date: 2021.08.16 20:40:01 -04'00'

Stephanie D. Everfield

Regional Environmental Officer, FEMA Region IV

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Approving the Sale of 125 Hillmont Road

Date of Meeting: 8/24/2021	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	An offer of \$7,500 was received and advertised for the purchase of 125 Hillmont Road. No upset bids were tendered.
Actions Needed by Board:	Consider adopting resolution approving the sale of the property
Backup Attached:	Memo, resolution, quitclaim deed, offer to purchase, maps and pictures of the property, tax property card, and estimate of proceeds

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw
Mayor

Foster Hughes
Interim City Manager
Brenda E. Blanco
City Clerk

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: August 13, 2021

SUBJECT: Sale of 125 Hillmont Road

After receiving an offer from Hilliard Thompson to purchase 125 Hillmont Road for \$7,500.00, the Board adopted a resolution on June 22, 2021 to initiate the upset bid process. The bid was advertised, but no upset bids were received.

This parcel is a vacant, nearly ½-acre lot with a tax value of \$15,000. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$6,349.65. If the property is sold for the initial bid, the City is projected to receive \$3,244.62 and the County is projected to receive \$4,255.38 from the proceeds.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County identified as 125 Hillmont Road, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$7,500.00 by Hillard Thompson; that no increased bids were received; and

WHEREAS, the Board of Aldermen deems it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Hillard Thompson in the sum of \$7,500.00 for said parcel identified as 125 Hillmont Road, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the City's interest in said property.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City and County, upon payment of the purchase price.

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

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

Lying and being situate in Number 8 Township, Craven County, North Carolina, and being Lot Number 4, as shown and designated on that certain map entitled "Plat of Subdivision of property owned by John Gardner" and recorded in map Book 9, Page 14, in which reference is hereby made for a complete and accurate description by metes and bounds. Subject to restrictive covenants and easements of record.

Parcel identification Number: 8-219-007.

ADOPTED THIS 24th DAY OF AUGUST, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel Nos. 8-219-007
Revenue Stamps: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 24th day of August 2021, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina ("Grantors"); to **HILLARD THOMPSON**, whose mailing address is 108 Tommy Lane, Vanceboro, NC 28562, ("Grantee");

W I T N E S S E T H :

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD the above described lots or parcels of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged

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

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

IN TESTIMONY WHEREOF, the **CITY OF NEW BERN** has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of August, 2021 before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the _____ day of August 2021.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 2021, before me personally appeared _____, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of August, 2021

Notary Public

My Commission Expires:

EXHIBIT A

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

Lying and being situate in Number 8 Township, Craven County, North Carolina, and being Lot Number 4, as shown and designated on that certain map entitled "Plat of Subdivision of property owned by John Gardner" and recorded in map Book 9, Page 14, in which reference is hereby made for a complete and accurate description by metes and bounds.

Subject to restrictive covenants and easements of record.

Parcel identification Number: 8-219-007.

Subject to restrictive covenants and easements of record.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 125 Hillmont Rd
Subdivision Name: _____
Tax Parcel ID No.: 8-219-007
Plat Reference: _____

Being all of that property more particularly described in Deed Book 356 Page 532 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 7500 and shall be paid as follows:

(a) \$ 400.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 7100, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials HT Seller Initials _____

13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

Hillard W. Thompson (SEAL)
Name: Hillard W. Thompson
Date: 5/27/2021
Address: 108 Torrey Lane
28562 WANCEBORO N.C.
Phone: (252) 671-5583

SELLER

CRAVEN COUNTY

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

(If a business entity)

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

CITY OF NEW BERN

By: _____ (SEAL)
Its: Mayor
Date: August 24, 2021

Buyer Initials HT Seller Initials _____

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 5/28/2021 3:27:00 PM

Parcel ID : 8-219 -007
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : 125 HILLMONT RD
Description : 4 JOHN GARDNER SUB
Lot Description :



Subdivision :

Assessed Acreage : 0.452 **Calculated Acreage :** 0.450
Deed Reference : 3569-0533 **Recorded Date :** 5 3 2019
Recorded Survey :
Estate Number :
Land Value : \$15,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$15,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/3/2019	GARDNER, JOHNNIE R & LAURA PADILLA	CRAVEN COUNTY & NEW BERN-CITY OF	MULTI-PARCEL-SALE*	\$19,500

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS 125 Hillmont Road

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 28, 2021 at 3:28:07 PM

1 inch = 122 feet





125 Hillmont Road



125 Hillmont Road

ESTIMATE OF DIVISION OF PROCEEDS

Property: 125 Hillmont Road (Parcel No. 8-219-007)

Offer Amount			\$	7,500.00
Less: Reimb to City for publication of notice of offer (approx)	\$	205.00		
Balance			\$	7,295.00
County cost reimbursement	\$	1,274.94		
City cost reimbursement	\$	553.42	\$	1,828.36
Remaining Balance			\$	5,466.64
County Taxes at Foreclosure	\$	2,476.84	54.521%	\$ 2,980.44
City Taxes/Priority Liens at Foreclosure	\$	2,066.11	45.479%	\$ 2,486.20
Total Taxes	\$	4,542.95		
County Total	\$	4,255.38		
City Total	\$	3,244.62		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sale 597 Hwy. 55W

Date of Meeting: 8/24/2021	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	An offer of \$3,375 was received and advertised for the purchase of 597 Hwy. 55W. No upset bids were received.
Actions Needed by Board:	Consider adopting a resolution approving the sale of the property
Backup Attached:	Memo, resolution, quitclaim deed, offer to purchase, maps and pictures of the property, tax property card, and estimate of proceeds

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

Additional Notes:

Aldermen

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



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

Dana E. Outlaw

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

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: August 13, 2021

SUBJECT: Sale of 597 Hwy. 55W

After receiving an offer from Hilliard Thompson to purchase 597 Hwy. 55W for \$3,375.00, the Board adopted a resolution on June 22, 2021 to initiate the upset bid process. The bid was advertised, but no upset bids were received.

This parcel is a vacant 0.14-acre tract. Tax records indicate an additional value of \$19,570 for a mobile home or structure, but Public Works' staff has confirmed the property is vacant. The property was acquired jointly by the City and County in May 2019 through tax foreclosure. The unpaid taxes at that time were \$4,851.10. If the property is sold for the initial bid, the City is projected to receive \$140.50 and the County is projected to receive \$3,234.50 from the proceeds.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County identified as 597 HWY 55 W, NEW BERN, NORTH CAROLINA and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$3,375.00 by NIKIA FOSKEY and HILLARD THOMPSON; that no increased bids were received; and

WHEREAS, the Board of Aldermen deems it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Nikia Foskey and Hillard Thompson in the sum of \$6,750.00 for said parcel identified as 597 Hwy 55 W, New Bern, North Carolina, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the City's interest in said property.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City and County, upon payment of the purchase price.

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

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

All of that certain property more particularly described as follows, in Deed Book 1082, at Page 941, in the Craven County Registry.

All those certain lot or parcel of land in Number 8 Township, Craven County, North Carolina, on the south side of U.S. Highway 70, in the Pleasant Hill Community, being more particularly described as follows:

Beginning at a stake located S. 32 Deg. 45' W. 325 feet from a stake on the southeastern edge of said U. S. Highway 70, said beginning point being the southeastern corner of the lot conveyed by Lula Henderson to John E. Littman by the deed recorded in Book 860, at page 575, the Office of the Register of Deeds of Craven County; thence from said point of beginning N. 32 Deg. 45' W. 105 feet to a stake; thence S. 56 deg. 40' E. 50 feet to a stake, the point of beginning, being a part of the lot conveyed to Lula Henderson to John E. Littman referred to above, The s courses herein referred to are magnetic for 1956.

There is also conveyed herewith a non-exclusive easement for the purpose of ingress, egress, and regress to the above described lot, said easement being described as follows: beginning at the northeastern corner of the above described lot in the center of a ditch and running N. 32 deg. 45' E. to a stake in the southern line of U/S. Highway 70; thence N. 56 deg. 40' W. along the southern line of said Highway 15 feet; thence S. 32 deg. 45' W. to a point in the northern line of the lot conveyed herein; thence S. 56 deg. 40' E. 15 Feet to a stake, the point of beginning. This easement is over land conveyed to John E. Littman and O.T. Faison by John Franklin Dawson and wife by deed recorded in Book 575, Page 26, the Office of the Register of Deeds of Craven County.

The parties of the second part are also granted the privilege of the use of the septic tank and the well located on the lot conveyed to John E. Littman and O.T. Faison referred to above.

This property is also commonly referred to by its tax parcel identification number which is 8-218-068.

This parcel is not the primary residence of the grantor.

Parcel identification Number: 8-218-068.

ADOPTED THIS 24th DAY OF AUGUST, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel Nos. 8-218-068
Revenue Stamps: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 24th day of August 2021, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina ("Grantors"); to **NIKIA FOSKEY and HILLARD THOMPSON**, whose mailing address is 108 Tommy Lane, Vanceboro, NC 28562, ("Grantee");

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

TO HAVE AND TO HOLD the above described lots or parcels of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

IN TESTIMONY WHEREOF, the **CITY OF NEW BERN** has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of August, 2021 before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the _____ day of August 2021.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of August, 2021, before me personally appeared _____, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of August, 2021

Notary Public

My Commission Expires:

EXHIBIT A

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

All of that certain property more particularly described as follows, in Deed Book 1082, at Page 941, in the Craven County Registry.

All those certain lot or parcel of land in Number 8 Township, Craven County, North Carolina, on the south side of U.S. Highway 70, in the Pleasant Hill Community, being more particularly described a follows:

Beginning at a stake located S. 32 Deg. 45' W. 325 feet from a stake on the southeastern edge of said U. S. Highway 70, said beginning point being the southeastern corner of the lot conveyed by Lula Henderson to John E. Littman by the deed recorded in Book 860, at page 575, the Office of the Register of Deeds of Craven County; thence from said point of beginning N. 32 Deg. 45' W. 105 feet to a take; thence S. 56 deg. 40' E. 50 feet to a stake, the point of beginning, being a part of the lot conveyed to Lula Henderson to John E. Littman referred to above, The s courses herein referred to are magnetic for 1956.

There is also conveyed herewith a non-exclusive easement for the purpose of ingress, egress, and regress to the above described lot, said easement being described as follows: beginning at the northeastern corner of the above described lot in the center of a ditch and running N. 32 deg. 45' E. to a stake in the southern line of U/S. Highway 70; thence N. 56 deg. 40' W. along the southern line of said Highway 15 feet; thence S. 32 deg. 45' W. to a point in the northern line of the lot conveyed herein; thence S. 56 deg. 40' E. 15 Feet to a stake, the point of beginning. This easement is over land conveyed to John E. Littman and O.T. Faison by John Franklin Dawson and wife by deed recorded in Book 575, Page 26, the Office of the Register of Deeds of Craven County.

The parties of the second part are also granted the privilege of the use of the septic tank and the well located on the lot conveyed to John E. Littman and O.T. Faison referred to above.

This property is also commonly referred to by its tax parcel identification number which is 8-218-068.

This parcel is not the primary residence of the grantor.

Parcel identification Number: 8-218-068.

Subject to restrictive covenants and easements of record.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 597 Hwy 55W New Bern NC

Subdivision Name: _____

Tax Parcel ID No.: 8-218-068

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3514, Page 1773 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$37500 and shall be paid as follows:

(a) \$ 200.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 37500, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials NHT HVT Seller Initials _____

13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

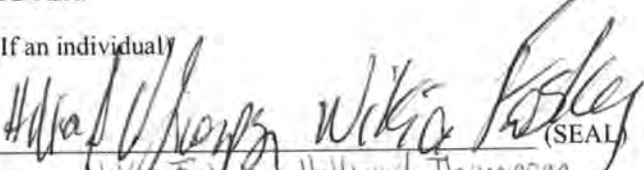
16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

 (SEAL)
Name: Nikita Fister Hilliard Thompson
Date: 5/27/2021
Address: 109 Tommy In Vance Ave
28562
Phone: (252) 671-5583

SELLER

CRAVEN COUNTY

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

(If a business entity)

CITY OF NEW BERN

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

By: _____ (SEAL)
Its: Mayor
Date: August 24, 2021

Buyer Initials NFT HVT Seller Initials _____

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 5/28/2021 3:35:20 PM

Parcel ID : 8-218 -068
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 597 W NC 55 HWY
Description : HAHN
Lot Description :



Subdivision :

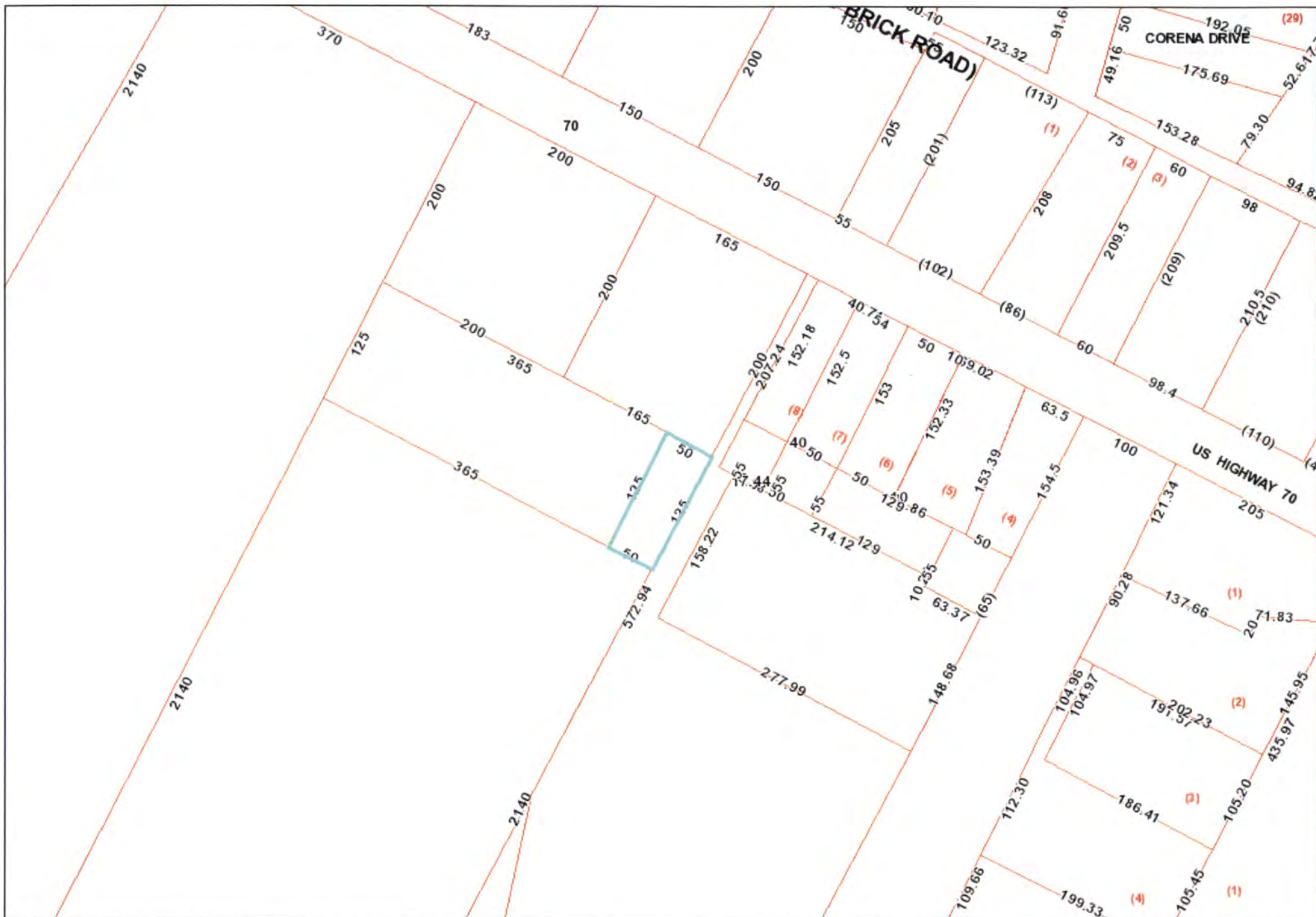
Assessed Acreage : 0.141 **Calculated Acreage :** 0.140
Deed Reference : 3514-1773 **Recorded Date :** 9 26 2017
Recorded Survey :
Estate Number :
Land Value : \$6,750 **Tax Exempt :** Yes
Improvement Value : \$19,570 **# of Improvements :** 1
Total Value : \$26,320
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : RES - MFG HOME AS REAL PROP

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
9/26/2017	CUTHBERTSON, ANNA	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$5,000
1/1/1985	CUTHBERTSON, GEORGE & ANNA	CUTHBERTSON, ANNA	NEEDS REVIEW	\$0

List of Improvements to Site

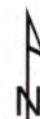
Type of Structure	Year Built	Base Area 1st Floor	Value
MANUFACTURED HOME - SINGLE WD	1975	1476	\$19,570



Craven County GIS 597 NC 55W

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 28, 2021 at 13:35:06 PM

1 inch = 122 feet



597 Hwy. 55 West



ESTIMATE OF DIVISION OF PROCEEDS

597 NC Hwy 55 West (Parcel No. 8-218-068)

Offer Amount			\$	3,375.00
Less: Reimb to City for publication of notice of offer (approx)	\$	205.00		
Balance			\$	3,170.00
County cost reimbursement	\$	3,319.84		
City cost reimbursement	\$	-	\$	3,319.84
Remaining Balance			\$	(149.84)
County Taxes at Foreclosure	\$	872.29	56.954%	\$ (85.34)
City Taxes/Priority Liens at Foreclosure	\$	659.27	43.046%	\$ (64.50)
Total Taxes	\$	1,531.56		
County Total	\$	3,234.50		
City Total	\$	140.50		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an amendment to the FY 2021-22 annual adopted budget.

Date of Meeting: 08/24/2021	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Interim Finance Director
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting an amendment to the FY 2021-22 annual adopted budget.
Actions Needed by Board:	Adopt ordinance amendment.
Backup Attached:	Memo, Ordinance Amendment

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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:



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen

FROM: Kim Ostrom – Interim Finance Director

DATE: August 13, 2021

RE: Amendments to the FY 2021-22 Operating Budget

Background Information

The Emergency 911 Telephone System Fund is amended to recognize a reduction of the PSAP FY2022 annual distribution from the NC Department of Information Technology in the amount of \$28,325 to the actual amount of \$183,596. This reduction is due to the City exceeding the 20% allowable carry forward from FY2021. The Grant Fund is amended to recognize a \$1,500 grant received by the Juvenile Crime Prevention Council (JCPC) for National Night Out. There is no match required for this grant. The Water Fund is amended to appropriate \$18,583 from fund balance towards the replacement of a 2013 Ford F250 totaled in an accident in June 2021. A total loss payment of \$16,417 received from the insurance company will also be applied towards the replacement vehicle. The total cost of the new vehicle is \$35,000.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on August 24, 2021.

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2021-2022

FROM: Kim Ostrom, Interim Finance Director

Meeting Date: August 24, 2021

EXPLANATION:

The Emergency 911 Telephone System Fund is amended to recognize a reduction of the PSAP FY2022 annual distribution from the NC Department of Information Technology in the amount of \$28,325 to the actual amount of \$183,596. This reduction is due to the City exceeding the 20% allowable carry forward from FY2021. The Grant Fund is amended to recognize a \$1,500 grant received by the Juvenile Crime Prevention Council (JCPC) for National Night Out. There is no match required for this grant. The Water Fund is amended to appropriate \$18,583 from fund balance towards the replacement of a 2013 Ford F250 totaled in an accident in June 2021. A total loss payment of \$16,417 received from the insurance company will also be applied towards the replacement vehicle. The total cost of the new vehicle is \$35,000.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2021-2022 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule C - WATER FUND

Increase: Water Treatment	\$ <u>18,583</u>
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Schedule H - EMERGENCY TELEPHONE SYSTEM FUND

Decrease: Emergency 911	\$ <u>(28,325)</u>
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Schedule K - GRANTS FUND

Increase: Grants Police	\$ <u>1,500</u>
-------------------------	-----------------

Section 2 - Estimated Revenues

Schedule C - WATER FUND

Increase: Fund Balance Appropriated	\$ <u>18,583</u>
-------------------------------------	------------------

Schedule H - EMERGENCY TELEPHONE SYSTEM FUND

Decrease: State 911 Distributions	\$ <u>(28,325)</u>
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Schedule K - GRANTS FUND

Increase: Grants Police	\$ <u>1,500</u>
-------------------------	-----------------

NATURE OF TRANSACTION:

<u> X </u>	ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
<u> </u>	TRANSFER WITHIN ACCOUNTS OF SAME FUND
<u> X </u>	OTHER: <u>REDUCTION OF REVENUE</u>
<u> X </u>	OTHER: <u>FUND BALANCE APPROPRIATION</u>

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED AUGUST 24, 2021
AGENDA ITEM NUMBER 8

BRENDA E. BLANCO, CITY CLERK

JAMES A WEAVER
SECRETARY & STATE CHIEF
INFORMATION OFFICER
CHAIRMAN

J. ERIC BOYETTE
NC 911 BOARD CHAIRMAN

JEFF SHIPP
NC 911 BOARD VICE CHAIR

MEMORANDUM

TO: Foster Hughes
Interim City Manager

FROM: L.V. Pokey Harris
Executive Director

DATE May 28, 2021

RE: City of New Bern PSAP Funding Distribution FY2022

The North Carolina 911 Board approved a funding method in December 2010 for distributing funds to primary PSAPs. The 911 Board is required to present the approved final distribution amount (base amount as defined in G.S. §143B-1406) for each primary PSAP by June 1 of each year for the upcoming fiscal year.

At the April 26, 2019, Board meeting, an amendment to the current calculation to determine the 5-year rolling average was approved to allow for the shifting of cost from the PSAP to the Board relating to the Next Generation 911 project. The information relating to this cost shift, sent previously by email May 31, 2019, to all PSAP managers, reflects the following approved motion:

Recognizing that costs of the ESInet paid directly by the Board will replace some costs currently included in eligible expenses paid through monthly distributions to primary PSAPs, and that the Board has a duty to manage the 911 Fund for the benefit of all PSAPs and citizens, the Funding Committee recommends to modify distributions to primary PSAPs following migration to the ESInet for the purpose of retaining amounts for eligible expenses included in the Board's direct payments for ESInet costs associated with the ESInet. Board staff will work with the primary PSAPs before ESInet migration to identify and reconcile monthly distributions with the Board's direct payments for ESInet costs for the PSAP. Eligible expenses arising from valid contracts of a PSAP will be identified, and such contracts will not be defunded if the PSAP will have a negative impact.

For those PSAPs not on the ESInet or hosted call handling solution, the distribution is determined by the 5-year rolling average of expenditures. Those who have migrated, a cost shift will occur, and the adjustment will become the PSAPs new 5-year rolling average.

The 911 Board must also consider the amount of funds carried forward for your primary PSAP in determining the distribution amount for the upcoming fiscal year. This is required by §143B-1406(a1), and the determined distributions remaining in the Emergency Telephone System Fund for the past two years. PSAPs may carry forward no more than 20% of the average yearly amount of the prior two years for eligible expenditures for capital outlay, capital improvements or equipment replacement. The 911 Board, however, may allow a PSAP to carry forward a greater amount.

Based on the current information on file, the annual distribution to your PSAP for FY2022 is \$183,596.04. Note, this reflects a reduced amount due to exceeding the 20% allowable carry forward.

Should you have any questions regarding your funding, please contact your Regional Coordinator Angie Turbeville for assistance.

Thank you.


Juvenile Crime Prevention Council
Local Program Scholarship Request Form

Fiscal Year:	2021-2022	Program Name:	National Night Out
Name of Agency to Receive Requested Funds	New Bern Police Department / Vendor #194		
Program Director	Chief Patrick L. Gallagher		
Mailing Address	PO Box 1129 New Bern, NC 28563		
Contact Name & Phone Number	Officer Katrina Longmire / 252-672-4302		
Total Amount Requested	\$1,500.00		

Please explain how the program serves adjudicated & at-risk youth, and indicate how the requested funds are to be used: (Use back of form if necessary)
The program will use age appropriate materials that will educate juveniles about crime prevention and public safety matters. National Night out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live.
How will the recipient agency acknowledge the sponsorship provided by JCPC?
This will be done by promoting JCPC as a sponsor of the City of New Bern National Night Out.

If awarded this sponsorship, the recipient agency agrees the following:

- 1.) Acknowledge the Juvenile Crime Prevention Council as a community partner and sponsor.
- 2.) Give report to the Juvenile Crime Prevention Council regarding the use of Funds, number of juveniles, and ongoing activities related to the sponsorship.

Date: 5-18-2021 Recipient Agency: 

Date: _____ JCPC Chairperson: _____

FOR COUNTY J.C.P.C. USE ONLY:	
Based on the council action taken at the _____ meeting of the Juvenile Crime Prevention Council, the sum of \$ _____ is awarded.	
Check # _____	Date _____

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
Mary M. Hogan
Director of Finance

Memorandum

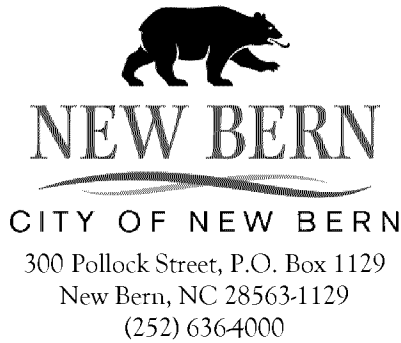
TO: Alderman Johnnie Ray Kinsey
FROM: Brenda Blanco, City Clerk
DATE: June 16, 2021
SUBJECT: Appointment to HPC

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

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
Mary M. Hogan
Director of Finance

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