CITY OF NEW BERN BOARD OF ALDERMEN MEETING APRIL 12, 2022 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.
- Roll Call.
- 3. Request and Petition of Citizens.

Consent Agenda

- 4. Consider Approving a Proclamation for Tourette Syndrome Awareness Month.
- 5. Approve Minutes.

- 6. Recognition of New Bern 101 Graduates.
- 7. Presentation on RP3 Electric Award.
- 8. Conduct a Public Hearing and Consider Adopting a Resolution Approving a Financing Contract with Truist Bank for the City Hall Elevator Project.
- 9. Consider Adopting a Resolution Approving the Sale of 506 Darst Avenue.
- 10. Consider Adopting a Resolution Approving the Sale of 2602 New Bern Avenue.
- 11. Consider Adopting a Resolution Approving the Sale of 1106 Broad Street.
- 12. Consider Adopting a Resolution Initiating the Upset Bid Process for 2502 New Bern Avenue (PID 8-037-102).
- 13. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Trader Construction Company, Inc. for the Category D Hurricane Florence Damage Repairs Quarry 1 Drainage Basin Project.
- Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Trader Construction Company, Inc. for the Hurricane Florence Category D Damage Repairs – Quarry 2 Drainage Basin Project.
- 15. Consider Adopting a Resolution Authorizing the Submission of a Funding Application to the NC Department of Water Infrastructure for a Planning Grant.

- 16. Consider Adopting a Resolution Authorizing the Submission of a Funding Application to the NC Department of Water Infrastructure for a Construction Grant.
- 17. Update and Discussion on Bus Stops.
- 18. Update on Racetrack Road Project.
- 19. Appointment(s).
- 20. Attorney's Report.
- 21. City Manager's Report.
- 22. New Business.
- 23. Closed Session.
- 24. 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



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A Ostrom
Director of Finance

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: April 07, 2022

Re: April 12, 2022 Agenda Explanations

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.
- 2. Roll Call.
- 3. 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

4. Consider Approving a Proclamation for Tourette Syndrome Awareness Month.

Paula Brinkley requested a proclamation acknowledging May 15th – June 15th of each year as Tourette Syndrome Awareness Month.

5. Approve Minutes.

Minutes from the March 22, 2022 regular meeting are provided for review and approval.

6. Recognition of New Bern 101 Graduates.

The second session of New Bern 101 concludes with this Board meeting. Participants have visited each department of the City to learn about the departments' responsibilities, services provided, various programs, and to tour facilities and meet staff. The final week of the program, participants attend a Governing Board meeting to observe the matters before the Board and the Board's actions. Participants will be called forward for recognition and presentation of a certificate of completion.

7. Presentation on RP3 Electric Award.

After an extensive application and grading process, the American Public Power Association has designated the City of New Bern's Electric Utility as a Diamond Level, Reliable Public Power Provider (RP3). This is the third time the City has achieved the RP3 title, which is a 3-year designation that recognizes public utilities for demonstrating proficiency in reliability, safety, workforce development and system improvement. Public power is provided in 2,000 communities across the nation, of which only 275 communities hold the RP3 designation. New Bern has earned the highest diamond designation. Charlie Bauschard, Director of Public Utilities, will share a PowerPoint to review the significance of the designation.

8. Conduct a Public Hearing and Consider Adopting a Resolution Approving a Financing Contract with Truist Bank for the City Hall Elevator Project.

(Ward 1) Proposals were sought from four banks for the financing of the City Hall elevator project. Truist Bank was the only bank to respond and offered a loan term of 15 years with an interest rate of 2.86% and a term of 20 years at an interest rate of 3.13%. Kim Ostrom, Director of Finance, has recommended the 15-year term as indicated in the attached memo. After conducting a public hearing, it is requested the Board consider adopting a resolution approving the financing with Truist Bank.

9. Consider Adopting a Resolution Approving the Sale of 506 Darst Avenue.

(Ward 2) Upon receiving a recommendation from the Redevelopment Commission to initiate the upset bid process for 506 Darst Avenue, Mary Peterkin submitted an offer of \$2,000 for the vacant 0.55-acre. Mrs. Peterkin owns the property at 904 Queen Street, which is adjacent to the Darst Avenue property. The offer was advertised, and no upset bids were received. The property was acquired by the City and County through tax foreclosure in March of 2018, and the tax value of the land is \$4,000. If the sale is approved, the City is estimated to receive \$182.23 from the proceeds, and the County is estimated to receive \$1,817.77. A memo from Brenda Blanco, City Clerk, is attached.

10. Consider Adopting a Resolution Approving the Sale of 2602 New Bern Avenue.

(Ward 2) After receiving an offer of \$2,500 to purchase a vacant lot at 2602 New Bern Avenue, the Board adopted a resolution on January 11, 2022 to initiate the upset bid process. The bid was advertised, but no upset bids were received. The property was acquired jointly by the City and County in November 2017 through tax foreclosure. The unpaid taxes at that time, including interest, penalties, and fees, were \$3,089.68 to Craven County and \$995.90 to the City of New Bern. If the sale is approved, the City is projected to receive \$480.39, and the County is projected to receive \$2,019.61 from the proceeds. A memo from Ms. Blanco is attached.

11. Consider Adopting a Resolution Approving the Sale of 1106 Broad Street.

(Ward 2) The Board adopted a resolution on February 22, 2022 to initiate the upset bid process after receiving an offer of \$5,400 to purchase the vacant 0.060-acre lot at 1106 Broad Street. The property was acquired jointly by the City and County in August 2017 through tax foreclosure. The unpaid taxes, interest, and penalties, due to Craven County at that time was \$1,051.77. Unpaid taxes, interest, and penalties due to the City was \$2,455.55, and the City also had attached a demolition lien for \$6,775.86. If the sale is approved, the City is projected to receive \$3,600.29, and the County is projected to receive \$1,799.71 from the proceeds. A memo from Ms. Blanco is attached.

12. Consider Adopting a Resolution Initiating the Upset Bid Process for 2502 New Bern Avenue (PID 8-037-102).

(Ward 2) Lorenza Grist made an offer to purchase 2502 New Bern Avenue for \$5,000.00, which is the full tax value of the vacant 0.107-acre parcel. The property was acquired jointly by the City and County in August 2017 through tax foreclosure. The unpaid taxes due to Craven County at that time, including interest and penalties, was \$3,505.25. Unpaid taxes due to the City, along with interest and penalties was \$212.33. If the property is sold for the initial bid, the City is projected to receive \$609.46, and the County is projected to receive \$4,390.54 from the

proceeds. A memo from Ms. Blanco is attached along with a copy of the offer to purchase, tax card, and a map and pictures of the property.

13. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Trader Construction Company, Inc. for the Category D Hurricane Florence Damage Repairs – Quarry 1 Drainage Basin Project.

(Wards 4 and 5) On February 1, 2022, the Category D Hurricane Florence Damage Repairs – Quarry 1 project was advertised for bids. Three bids were received and opened on March 8, 2022. The lowest bidder was Trader Construction Company with a bid price of \$236,950. The Quarry 1 damage repairs consist of backfilling eroded areas, slope regrading and stabilization. The contract time for this project is 120 days. It is requested the City Manager be authorized to execute a contract with Trader Construction for this portion of the project, along with any change orders within the budgeted amount. A memo from George Chiles, Public Works Staff Engineer, is attached.

14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Trader Construction Company, Inc. for the Hurricane Florence Category D Damage Repairs – Quarry 2 Drainage Basin Project.

(Wards 4 and 5) In late 2018 following Hurricane Florence, the City began working with FEMA on a project to remove sediment and debris from 66 miles of drainage ditches within the City. Since the project was obligated in January of 2020, the City has been working with Draper Aden and Associates to identify damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On July 14, 2021, the Quarry 2 drainage basin Category D project was advertised for bids and on July 28, 2021, three bids were received and opened, with the low bidder for this project being Trader Construction Company, with a bid price of \$374,800.00. The Quarry 2 drainage basin project consists of removing 140 tons of vegetative debris, 1,620 cubic yards of sediment, 15 tons of miscellaneous debris and the cleaning of 1,950-feet of drainage culverts. The contract time for this project is also 120 days. It is requested the City Manager be authorized to execute a contract with Trader Construction for this portion of the project, along with any change orders within the budgeted amount. A memo from Mr. Chiles is attached.

15. Consider Adopting a Resolution Authorizing the Submission of a Funding Application to the NC Department of Water Infrastructure for a Planning Grant.

The State has appropriated \$1.69 billion from its allocation of America Rescue Plan Act ("ARPA") funding to address drinking water, wastewater, and stormwater efforts. Of these funds, \$77.6 million has been designated for grants up to \$400,000 to assist with preconstruction activities such as engineering and design. Staff is seeking approval to submit an application for engineering analysis for rehabilitation and resiliency improvements at the Wastewater Treatment Plant. The submission

deadline is May 2, 2022, and awards do not require any matching funds. A memo from Jordan Hughes, City Engineer, is attached.

16. Consider Adopting a Resolution Authorizing the Submission of a Funding Application to the NC Department of Water Infrastructure for a Construction Grant.

Similar to the previous item, \$54.1 million has been designated for grants up to \$5,000,000 to assist with construction of water and wastewater projects in systems that are not deemed distressed or at risk. Staff is seeking approval to submit an application for rehabilitation and resiliency improvements at the Wastewater Treatment Plant. The submission deadline for this grant is also May 2, 2022, and awards do not require matching funds. A memo from Jordan Hughes is attached.

17. Update and Discussion on Bus Stops.

An update and discussion will be undertaken about the locations and proposed sites for bus stops.

18. Update on Racetrack Road Project.

In November of 2020, funds of \$25,000 were allocated for the bidding and design of the Racetrack Road Project. Mr. Chiles will provide an update on the project.

19. Appointment(s).

Dave Finn, George Halyak, and John Meehan's terms on the Friends of New Bern Firemen's Museum Board will expire on April 22, 2022. All are actively involved in the museum and have expressed an interest in continuing to serve in this capacity. The Board is asked to consider reappointing each of the individuals.

- 20. Attorney's Report.
- 21. City Manager's Report.
- 22. New Business.
- 23. Closed Session.
- 24. Adjourn.



MAYOR'S OFFICE PROCLAMATION

- WHEREAS, Tourette Syndrome is an inherited neurodevelopment disorder that is characterized by involuntary physical and vocal tics that occur many times a day; and
- WHEREAS, Tourette Syndrome is often accompanied by other mental health disorders such as attention deficit and obsessive compulsive disorder, learning disabilities, and anxiety; and
- WHEREAS, Tourette Syndrome and tic disorders affect 1 in 100 children. More than 23,000 school-age children in the State of North Carolina alone are dealing with Tourette Syndrome and although some of these cases are aided by medication, there is no standard treatment or known cure for the disorder; and
- WHEREAS, there is an important need for more professional help with interest and expertise to identify, counsel, and treat people with Tourette Syndrome, a disorder that is often misdiagnosed and misunderstood; and
- WHEREAS, positive actions to assist children and families living with Tourette Syndrome would result from a broadening of public and professional knowledge and acceptance of Tourette Syndrome; and
- **WHEREAS**, the Tourette Association of America is actively providing services to families, educating medical professionals and teachers, and supporting research to better understand the signs and treatments of TS.
- NOW, THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim May 15th June 15th of each year as **Tourette Syndrome Awareness Month** and that it shall be a time to promote understanding, compassion, and acceptance for all of our fellow citizens who deserve and need our support to break the stigma that surrounds Tourette Syndrome

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 12th day of April in the year of our Lord Two Thousand and Twenty-

Dana E. Outlaw, Mayor

City Hall • New Bern, NC 28563 • (252) 636-4000

AGENDA ITEM COVER SHEET



Agenda Item Title:Recognition of Graduates of New Bern 101

Date of Meeting: 4/12/20	22	Ward # if applicable:				
Department: Administration		Person Submitting Item: Colleen Roberts, PIO				
Call for Public Hearing	: □Yes⊠No	Date of Public Hearing:				
participants to lo final session. Over spring class vision presentations abend about city progrates facilities and part met the Governities are local governous the program, parties asked to step of		an 8-week program designed to introduce ocal government, wrapped up tonight with its ver the last several weeks, participants in the ted city departments, met staff, listened to out what each department does, and learned ams, services and budgets. They toured city rticipated in activities. Earlier this evening, they mg Board and they are here in the courtroom to ment decisions in action. In order to complete rticipants must attend every session. The Board down and congratulate tonight's graduates as differentiates of Completion.				
Actions Needed by Board:	None					
Backup Attached:						
Is item time sensitive?	∀Yes □No					
	Will there be advocates/opponents at the meeting? □Yes ☒ No					
Cost of Agenda Item:						
	ŕ	een budgeted and are funds available				
and certified by the Finance Director? \square Yes \square No						

Additional Notes:

AGENDA ITEM COVER SHEET



Agenda Item Title:American Public Power Association, Reliable Public Power Provider Designation Presentation

Date of Meeting: 4/12/22 Department: Public Utilities Call for Public Hearing: □Yes⊠No		Ward # if applicable: N/A
		Person Submitting Item: Charles Bauschard
		Date of Public Hearing: N/A
Explanation of Item:	Presentation on E	Electric Award
Actions Needed by Board:	None	
Backup Attached:	PowerPoint Prese	entation, Memo
Is item time sensitive?	JVac ⊠No	
		e meeting? Yes No
will there be advocates	opponents at th	e meeting. — Tes 22 110
Cost of Agenda Item:		
• •	*	een budgeted and are funds available
and certified by the Fina	ince Director? 1	1 tes No

Additional Notes:



210 Kale Road, P.O. Box 1129 New Bern, NC 28563-1129

TO: Mayor Outlaw, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: American Public Power Association, Reliable Public Power Provider

Designation

DATE: March 31, 2022

Staff is pleased to announce that after an extensive application and grading process, the American Public Power Association has designated the City of New Bern, Electric Utility as a Diamond Level, Reliable Public Power Provider (RP3).

The RP3 designation is a three (3) year designation that recognizes public utilities that demonstrate proficiency in four (4) key disciplines: reliability, safety, workforce development and system improvement. Criteria include sound business practices and a utility wide commitment to safe and reliable delivery of electric service.

Public power is proved in 2,000 communities across the nation, of which only 275 communities hold the RP3 designation. New Bern has earned the highest diamond designation.

A brief presentation has been prepared for your consideration.



RP₃ Program Overview

1

What is RP₃?

Reliable Public Power Provider (RP_3) program

Peer-evaluation of a utility's reliability, safety, work force development, and system improvement initiatives.

Two main goals:

- Help public power utilities perform an operational self-check by benchmarking on a national level
- National recognition of the excellent service our utilities provide to customers, their community leaders, state and federal regulatory agencies, and members of Congress



How does it work?

Utility responds to an extensive application focused on 4 disciplines:

Reliability / Safety / Workforce Development / System Improvement

- Not a check the box application requires supporting submittals and documentation
- Currently; 37 graded questions
- Application scored by an 18-member panel consisting of :

Large / Medium / Small Utility Professionals Reliability / Safety / System Improvement Professionals Human Resources / Safety / Transmission and Planning Professionals Joint Action Agency Professionals

3

How are designations earned?

• Each discipline is worth 25 points.

Designation Level	Points
Diamond	98 - 100
Platinum	90 - <98
Gold	80 - <90

- Three (3) year designation and then reapply
- New Bern 2022 DIAMOND / 100 POINTS

Δ

Reliability – 25%

- Reliability Indices
 - Do we use our data and analytics to improve the system?
- Mutual Aid
 - Do we actively participate in mutual aid programs?
- Disaster Plan
 - Do we have an updated UTILITY disaster plan?
- Physical & Cyber Security
 - Do we have physical and cyber security protocols to protect the system?



5

Safety – 25%

- Safety Manual
 - Do we use an updated safety manual?
 - Do we have safety directives?
- Safety Work Practices
 - Do we conduct frequent safety meetings?
 - Do we provide protective equipment and AED's?
 - Do we perform arc hazard assessments?
 - Do we perform utility disaster drills?
- Benchmarking
 - Do we bench mark our safety data?
 - Do we make data driven improvements?



Work Force Development – 25%

Succession Planning

• Do we have plans to ensure business continuity in the event of promotions, retirements, or unexpected departures?

Recruitment

Do we have recruitment plans to ensure business continuity?

Development Plans

• Do we have career paths for employees? Do we help employees grow within the utility?

Education

 Do we provide continuing education such as college courses, in-house seminars, specialized training, conferences/workshops, etc?

• Committees

 Do we participate in local, state, regional, and national committees?



7

System Improvement – 25%

- Research & Development
 - Do we participate with and evaluate R&D trends?
- System Maintenance
 - Do we have good maintenance plans?
- System Losses
 - Do we monitor system losses and seek improvements?

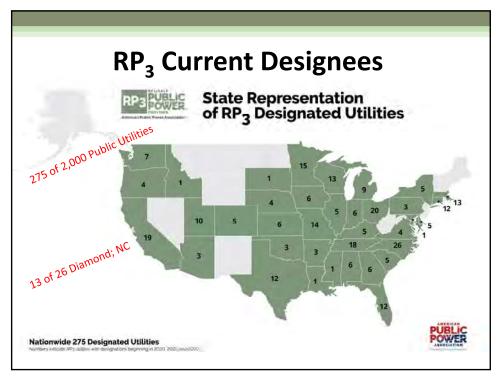
Future Planning

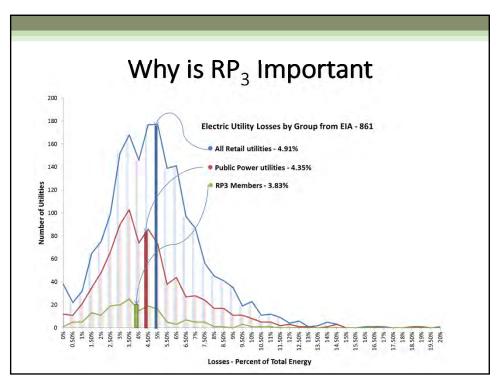
Do we have long term plans; 5, 10, or 20 years out?
 Such as aging infrastructure and equipment improvements, capacity and resiliency improvements, utility modernization such as AMI, OMS, GIS and MDM.

Financial Health

- Do we have policies in place to maintain financial stability?
- Do we have funding plans for near-term projects, recently completed or will be completed within the next 2-3 years?







Why is RP₃ Important?

- A way for utilities to achieve national recognition for following best practices
- A self check for a utility
- RP₃ creates a clear path to long term operational sustainability for utilities



11

Questions?

For more information on the Reliable Public Power Provider (RP_3) Program visit PublicPower.org/RP3.

If you have any additional questions, feel free to email RP3@PublicPower.org or call 202.467.2945.



AGENDA ITEM COVER SHEET



Agenda Item Title:

Conduct a public hearing and consider adopting a resolution approving Installment Purchase Financing for the City Hall Elevator Project.

Date of Meeting: 4/12/2022		Ward # if applicable: N/A		
Department: Finance		Person Submitting Item: Kimberly Ostrom		
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing: N/A		
		required to approve the financing of the City Hall. The financing term is 15 years from the the loan.		
Actions Needed by Board:	Adopt a resolution authorizing financing.			
Backup Attached: Memo, Resolut		on, Summary of Financing Proposals		
Is item time sensitive?	⊠Yes □ No			
Will there be advocates	s/opponents at t	he meeting? □Yes ⊠ No		
Cost of Agenda Item: \$				
If this requires an expe and certified by the Fin		een budgeted and are funds available ☐Yes ☐ No		

Additional Notes:



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

FROM: Kimberly Ostrom - Finance Director

DATE: March 11, 2022

RE: City Hall Elevator Project Fund – Installment Financing for the Elevator

Project

Background

In the fiscal year 2021-22 budget, the Board appropriated \$3,000,000 for the renovation of City Hall for the Elevator Project. At the March 8, 2022 Board Meeting the City Manager discussed the recent bids, which were opened on February 24, 2022 for the City Hall Elevator Project. The lowest bid was \$3,929,000, which exceeds the architect's original estimated budget of \$2,160,000. The City Manager requested the Finance Director to present financing estimates for \$3,900,000 to the Board. Additionally, the City Manager requested direction from the Board of Aldermen on how to proceed. The Board requested to move forward with formal financing quotes of \$3,900,000 for 15 years and \$3,900,000 for 20 years. The Finance Director noted that there are additional actions that need to be taken in order to move forward and meet the requirements and the deadlines of the Local Government Commission (LGC). The following items will be presented for approval to the Board of Aldermen: a resolution approving financing terms, a resolution authorizing filing of the LGC Application, and in accordance with IRS regulations, a resolution approving a declaration of intent to reimburse must be issued at the following board meeting.

Current

The total amount to be borrowed is not-to-exceed \$3,900,000, with the terms of 15 years. The Finance Director requested financing proposals from Truist, PNC Bank, First Citizens Bank, and Bank of America; enclosed is a summary of all proposals. Truist was the only bank to submit a proposal and was therefore considered to have submitted the proposal with the lowest overall financing costs at the repayment period of 15 years with a tax-exempt fixed interest rate of 2.86%. The loan can be prepaid at any time with a 1% prepayment penalty; or, the loan can be non-callable for the first half of the term, then prepaid in whole without penalty.

Requested Action

It is recommended that the Board consider adopting the attached resolution to enter into an installment financing contract with Truist at the March 22, 2022 meeting. The Mayor and Director of Finance are authorized to execute the contract.

Resolution Approving Financing Terms

WHEREAS, the City of New Bern ("Borrower") has previously determined to finance the Elevator Project for City Hall (the "Project"), and the Finance Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

- 2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and such other documents as Lender may request. Pursuant to the Financing Agreement and Deed of Trust, (a) Lender will advance moneys to the Borrower to pay the costs of the Project and the financing costs related thereto, and the Borrower will repay such advance in installments, and (b) the Borrower will grant a lien on the site of the Project, or portions thereof, together with all fixtures and improvements located thereon, to Lender as security for such advance.
- 3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Director's satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
- 4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
- 5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.
- All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 12thday of April , 2022	
Attest:	
Ву:	Ву:
Title: City Clerk	Title: Mayor
SEAL	

City of New Bern Installment Purchasing Financing - Bid Tabulation Bank Proposals - City Hall Elevator Project

11-Mar-22

Amount To Be-Financed:

Not To Exceed - \$3,900,000.00

Terms of Financing: 15

Bank	<u>Truist</u>	First Citizens	PNC Bank	Bank of America
Interest Rate	2.8600%	None Provided	None Provided	None Provided
Prepayment Penalty	1% at any time or at par after half the term has elapsed	None	None	None
Other Fees	\$5,900.00	None	None	None
Finance Charge Life of Loan	\$892,320.00	None Provided	None Provided	None Provided

Amount To Be-Financed:

Not To Exceed - \$3,900,000.00

Terms of Financing: 20

Bank	BB&T	First Citizens	PNC Bank	Bank of America
Interest Rate	3.1300%	None Provided	None Provided	None Provided
Prepayment Penalty	1% at any time or at par after half the term has elapsed	None	None	None
Other Fees	None	None	None	None
Finance Charge Life of Loan	\$1,281,735.00	None Provided	None Provided	None Provided

Nominal Annual Rate:

2.860%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/11/2022	3,900,000.00	1		
2	Payment	03/11/2023	Fixed Principal	15	Annual	03/11/2037
	Principal 1	payment amount	260,000.00			

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 03/11/2022				3,900,000.00
2022 Totals	0.00	0.00	0.00	
1 03/11/2023	371,540.00	111,540.00	260,000.00	3,640,000.00
2023 Totals	371,540.00	111,540.00	260,000.00	
2 03/11/2024	364,104.00	104,104.00	260,000.00	3,380,000.00
2024 Totals	364,104.00	104,104.00	260,000.00	
3 03/11/2025	356,668.00	96,668.00	260,000.00	3,120,000.00
2025 Totals	356,668.00	96,668.00	260,000.00	
4 03/11/2026	349,232.00	89,232.00	260,000.00	2,860,000.00
2026 Totals	349,232.00	89,232.00	260,000.00	
5 03/11/2027	341,796.00	81,796.00	260,000.00	2,600,000.00
2027 Totals	341,796.00	81,796.00	260,000.00	
6 03/11/2028	334,360.00	74,360.00	260,000.00	2,340,000.00
2028 Totals	334,360.00	74,360.00	260,000.00	
7 03/11/2029	326,924.00	66,924.00	260,000.00	2,080,000.00
2029 Totals	326,924.00	66,924.00	260,000.00	
8 03/11/2030	319,488.00	59,488.00	260,000.00	1,820,000.00
2030 Totals	319,488.00	59,488.00	260,000.00	
9 03/11/2031	312,052.00	52,052.00	260,000.00	1,560,000.00
2031 Totals	312,052.00	52,052.00	260,000.00	
10 03/11/2032	304,616.00	44,616.00	260,000.00	1,300,000.00
2032 Totals	304,616.00	44,616.00	260,000.00	
11 03/11/2033	297,180.00	37,180.00	260,000.00	1,040,000.00

2033 Totals	297,180.00	37,180.00	260,000.00	
12 03/11/2034	289,744.00	29,744.00	260,000.00	780,000.00
2034 Totals	289,744.00	29,744.00	260,000.00	
13 03/11/2035	282,308.00	22,308.00	260,000.00	520,000.00
2035 Totals	282,308.00	22,308.00	260,000.00	
14 03/11/2036	274,872.00	14,872.00	260,000.00	260,000.00
2036 Totals	274,872.00	14,872.00	260,000.00	
15 03/11/2037	267,436.00	7,436.00	260,000.00	0.00
2037 Totals	267,436.00	7,436.00	260,000.00	
Grand Totals	4,792,320,00	892,320.00	3,900,000.00	

Nominal Annual Rate:

3.130%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/11/2022	3,900,000.00	1		
2	Payment	03/11/2023	Fixed Principal	20	Annual	03/11/2042
	Principal p	payment amount	195,000.00			

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 03/11/2022	A STATE OF THE STA			3,900,000.00
2022 Totals	0.00	0.00	0.00	
1 03/11/2023	317,070.00	122,070.00	195,000.00	3,705,000.00
2023 Totals	317,070.00	122,070.00	195,000.00	
2 03/11/2024	310,966.50	115,966.50	195,000.00	3,510,000.00
2024 Totals	310,966.50	115,966.50	195,000.00	
3 03/11/2025	304,863.00	109,863.00	195,000.00	3,315,000.00
2025 Totals	304,863.00	109,863.00	195,000.00	
4 03/11/2026	298,759.50	103,759.50	195,000.00	3,120,000.00
2026 Totals	298,759.50	103,759.50	195,000.00	
5 03/11/2027	292,656.00	97,656.00	195,000.00	2,925,000.00
2027 Totals	292,656.00	97,656.00	195,000.00	
6 03/11/2028	286,552.50	91,552.50	195,000.00	2,730,000.00
2028 Totals	286,552.50	91,552.50	195,000.00	
7 03/11/2029	280,449.00	85,449.00	195,000.00	2,535,000.00
2029 Totals	280,449.00	85,449.00	195,000.00	
8 03/11/2030	274,345.50	79,345.50	195,000.00	2,340,000.00
2030 Totals	274,345.50	79,345.50	195,000.00	
9 03/11/2031	268,242.00	73,242.00	195,000.00	2,145,000.00
2031 Totals	268,242.00	73,242.00	195,000.00	
10 03/11/2032	262,138.50	67,138.50	195,000.00	1,950,000.00
2032 Totals	262,138.50	67,138.50	195,000.00	
11 03/11/2033	256,035.00	61,035.00	195,000.00	1,755,000.00

256,035.00	61,035.00	195,000.00	
249,931.50	54,931.50	195,000.00	1,560,000.00
249,931.50	54,931.50	195,000.00	
243,828.00	48,828.00	195,000.00	1,365,000.00
243,828.00	48,828.00	195,000.00	
237,724.50	42,724.50	195,000.00	1,170,000.00
237,724.50	42,724.50	195,000.00	
231,621.00	36,621.00	195,000.00	975,000.00
231,621.00	36,621.00	195,000.00	
225,517.50	30,517.50	195,000.00	780,000.00
225,517.50	30,517.50	195,000.00	
219,414.00	24,414.00	195,000.00	585,000.00
219,414.00	24,414.00	195,000.00	
213,310.50	18,310.50	195,000.00	390,000.00
213,310.50	18,310.50	195,000.00	
207,207.00	12,207.00	195,000.00	195,000.00
207,207.00	12,207.00	195,000.00	
201,103.50	6,103.50	195,000.00	0.00
201,103.50	6,103.50	195,000.00	
5,181,735.00	1,281,735.00	3,900,000.00	
	249,931.50 249,931.50 243,828.00 243,828.00 237,724.50 237,724.50 231,621.00 231,621.00 225,517.50 225,517.50 219,414.00 219,414.00 213,310.50 207,207.00 207,207.00 207,207.00 201,103.50 201,103.50	249,931.50 54,931.50 249,931.50 54,931.50 243,828.00 48,828.00 243,828.00 48,828.00 237,724.50 42,724.50 237,724.50 42,724.50 231,621.00 36,621.00 231,621.00 36,621.00 225,517.50 30,517.50 219,414.00 24,414.00 219,414.00 24,414.00 213,310.50 18,310.50 207,207.00 12,207.00 207,207.00 12,207.00 201,103.50 6,103.50 201,103.50 6,103.50 6,103.50 6,103.50	249,931.50 54,931.50 195,000.00 249,931.50 54,931.50 195,000.00 243,828.00 48,828.00 195,000.00 237,724.50 42,724.50 195,000.00 237,724.50 42,724.50 195,000.00 231,621.00 36,621.00 195,000.00 231,621.00 36,621.00 195,000.00 225,517.50 30,517.50 195,000.00 225,517.50 30,517.50 195,000.00 219,414.00 24,414.00 195,000.00 219,414.00 24,414.00 195,000.00 213,310.50 18,310.50 195,000.00 207,207.00 12,207.00 195,000.00 207,207.00 12,207.00 195,000.00 201,103.50 6,103.50 195,000.00 201,103.50 6,103.50 195,000.00

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution Approving the Sale of 506 Darst Avenue

Date of Meeting: 4/12/202	2	Ward # if applicable: 2
Department: City Clerk		Person Submitting Item: Brenda Blanco
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing: N/A
		I
Explanation of Item:	An offer of \$2,000 was advertised for the purchase of 506 Darst Avenue, but no upset bids were received. This represents 50% of the tax value of the vacant lot. The property falls within the boundary of the Redevelopment Commission, and the Commission determined it has no use for the property.	
Actions Needed by Board:	Consider adopting resolution approving the sale	
Backup Attached:	Memo, resolution	, estimated breakdown of proceeds
Is item time sensitive? □Yes ⊠No		
Will there be advocates/opponents at the meeting? ☐ Yes ☒ No		
Cost of Agenda Item:		
If this requires an expenditure, has it been budgeted and are funds available		
and certified by the Finance Director? \(\subseteq \text{Yes} \subseteq \text{No} \)		

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) 6364000 Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: March 31, 2022

SUBJECT: Sale of 506 Darst Avenue

On December 14, 2021, the Board adopted a resolution to initiate the upset bid process for 506 Darst Avenue after receiving an offer of \$2,000 from Mary Peterkin.

The tax value of the 0.055-parcel is \$4,000, and the offer represents 50% of that value. The property was acquired jointly by the City and County in March 2018 through tax foreclosure. If the property is sold, the City is projected to receive \$182.23 and the County is projected to receive \$1,817.77 from the proceeds, less the cost to advertise.

This property is located within the boundaries of the Redevelopment Commission, which has no identified need for the parcel.

/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 located at 506 Darst Avenue, and being more particularly described herein; and

WHEREAS, the City owns a seventy-eight percent (78%) undivided interest in the subject property, and Craven County owns a twenty-two percent (22%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$2,000.00 by Mary J. Peterkin of P.O. Box 12761, New Bern, North Carolina 28561; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for seventy-eight percent (78%) of the bid amount of \$2,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Mary J. Peterkin in the sum of \$2,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 506 Darst Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

<u>Section 3</u>. That the subject property is more particularly described as follows:

The property is commonly referred to by its tax parcel identification number which is 8-008-072. A description of the property is recorded in Book 468, Page 71 of the Craven County Registry. The property is more particularly as follows:

All that lot or parcel of land in the City of New Bern in the subdivision known as the Forbes Estate, a plot or plan of which is recorded in Map Book 1, page 169; said lot being known and designated on said plot as Lot #25.

ADOPTED THIS 12th DAY OF APRIL, 2022.

BRENDA E. BLANCO, CITY CLERK

DANA E. OUTLAW, MAYOR

Prepared by and return to:

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

PARCEL NO. 8-008-072 REVENUE STAMPS: \$4.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12th day of April, 2022, 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 MARY J. PETERKIN, whose mailing address is P.O. Box 12761, North Carolina 28561, ("Grantee");

WITNESSETH:

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

SEE <u>EXHIBIT A</u> ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

DAVIS HARTMAN WRIGHT LLP Attorneys at Law 209 Pollock Street New Bern, NC 28560 TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

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

(SEAL)	
By:	DANA E. OUTLAW, MAYOR
ATTEST:	
BRENDA E. BLANCO, CITY CLERK	_

CITY OF NEW BERN

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I No.	tom. Dublic in and for said County and State do
hereby certify that on the day of Ar	tary Public in and for said County and State, doril, 2022 before me personally appeared DANA E
	uainted, who, being by me duly sworn, says that he is
	O is the City Clerk for the City of New Bern, the
municipal corporation described in and whi	ch executed the foregoing instrument; that he knows
1 1	tion; that the seal affixed to the foregoing instrumen
, , , , , , , , , , , , , , , , , , ,	municipal corporation was subscribed thereto by the
• •	affixed, all by order of the Board of Aldermen of said
corporation.	instrument is the act and deed of said municipal
corporation.	
WITNESS my hand and official seal	this the day of April, 2022.
,	
	N. (D.11'
	Notary Public
My Commission Expires:	
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

with whom I am personally acquired Chairman of the Board of Commissione Clerk of the Board of Commissione in and which executed the foregoin politic and corporate; that the seal at the name of the body politic and cosaid common seal was affixed, all 1	, Notary Public in and for said County and State do hereby pril, 2022, before me personally appeared JASON R. JONES ainted, who, being by me duly sworn, says that he is the ssioners for Craven County, and that NAN HOLTON is the ers for Craven County, the body politic and corporate describing instrument; that he knows the common seal of said body affixed to the foregoing instrument is said common seal; that propriate was subscribed thereto by the said Chairman; that the by order of the Board of Commissioners of said body politic rument is the act and deed of said body politic and corporate.
WITNESS my hand and offi	icial seal this the day of April, 2022.
	Notary Public
My Commission Expires:	

EXHIBIT A

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

The property is commonly referred to by its tax parcel identification number which is 8-008-072. A description of the property is recorded in Book 468, Page 71 of the Craven County Registry. The property is more particularly as follows:

All that lot or parcel of land in the City of New Bern in the subdivision known as the Forbes Estate, a plot or plan of which is recorded in Map Book 1, page 169; said lot being known and designated on said plot as Lot #25.

CRAVEN COUNTY	OFFER TO PURCHASE AND CONTRACT
	, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the acceptance of said offer, agrees to sell and convey, all of that plot, piece or parce Property"), upon the following terms and conditions:
particularly described as: Street Address: 506 DARST AVE Subdivision Name: Tax Parcel ID No.: 8-008-072	City of New Bern, Craven County, North Carolina, being known as and mor
Plat Reference:	
Being all of that property more particularly described	in Deed Book, Page in the Craven County Registry.
held by Seller until the sale is closed, at which terminated. In the event this offer is not accepte this contract by Seller, all earnest monies shall b	EY DEPOSIT with this offer by a cash bank check certified check to be time it will be credited to Buyer, or until this contract is otherwise properly d, then all earnest monies shall be refunded to Buyer. In the event of breach of the erefunded to Buyer upon Buyer's request In the event of breach of the ted to Seller upon Seller's request, but such forfeiture shall not affect any other
. 그 회문은 그는 너무 없는 아무리를 이 없어요. 아이는 아이는 내가 있는데 그 가는 아이는 이 그렇게 되는 사람이 되었다. 하는데, 이번 어머니는 그 그 그는	ase price in cash or readily available funds at Closing.
3. CONDITIONS:	7
(a) This contract is not subject to Buyer obtaining fir	nancing.
(b) The Property must be in substantially the same o excepted.	r better condition at Closing as on the date of this offer, reasonable wear and tea
(c) The Property is being sold subject to all liens and	
(d) Other than as provided herein, the Property is bei	
(e) This contract is subject to the provisions of G.S provisions and the rights in others to submit upse(f) Title shall be delivered at Closing by QUITCLAI	
4. SPECIAL ASSESSMENTS: Seller makes no vassessments for sidewalk, paving, water, sewer, or other seconds.	warranty or representation as to any pending or confirmed governmental special her improvements on or adjoining the Property, or pending or confirmed owners
6. EXPENSES: Buyer shall be responsible for all	s to which the Property is subject shall be paid in their entirety by Buyer. costs with respect to any title search, title insurance, recording of the deed, an aed and all other documents necessary to perform Seller's obligations under thi
8. CLOSING: Closing shall be defined as the dat documents and papers necessary in connection with	te and time of recording of the deed. All parties agree to execute any and all Closing and transfer of title within thirty (30) days of the granting of fina commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. J. PETERKIN
9. POSSESSION: Unless otherwise provided herei	n, possession shall be delivered at Closing.
10. PROPERTY INSPECTION, APPRAISAL, IN	
representation as to water, sewer, conditions, title, acc	
	ANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
enter upon the Property for any purpose without advindemnify and hold Seller harmless from all loss, dama to any person or property as a result of any activities of shall survive this contract and any termination hereof.	NDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to vance written permission of the Seller. If such permission is given, Buyer winge, claims, suits or costs, which shall arise out of any contract, agreement, or injurif Buyer and Buyer's agents and contractors relating to the Property. This indemnit
12. OTHER PROVISIONS AND CONDITION HERETO.): None.	S: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACI
Buyer Initials Mg	P Seller Initials

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

BUYER:		SELLER	
(If an individual)		CRAVEN COUNTY	
Mary J. Peterken (S) Name: MARY J. PETERKIN Date: NOV 29, 2021 Address: PD BOX 12761 NEW BERN, NC 28561 Phone: 252-633-9053	EAL)	By: Its: Date:	(SEAL)
(If a business entity)		CITY OF NEW BERN	
	(SEAL)	Ву:	(SEAL
Its:		Its:	
Date:		Date:	
Address:			
Phone:			

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 12/8/2021 2:28:16 PM

Parcel ID: 8-008 -072

Owner: CRAVEN COUNTY & NEW BERN-CITY

Mailing Address: 406 CRAVEN ST NEW BERN NC 28560

Property Address: 506 DARST AVE

Description: 506 DARST\$

Lot Description : Subdivision :

Assessed Acreage: 0.055 Calculated Acreage: 0.050

Deed Reference: 3528-1868 Recorded Date: 3 6 2018

Recorded Survey:

Estate Number:

Land Value: \$4,000 Tax Exempt: Yes

Improvement Value: \$14,290 # of Improvements:

Total Value: \$18,290

City Name : NEW BERN Fire tax District :

Drainage District : Special District :

Land use : RESIDENTIAL - ONE FAMILY UNIT

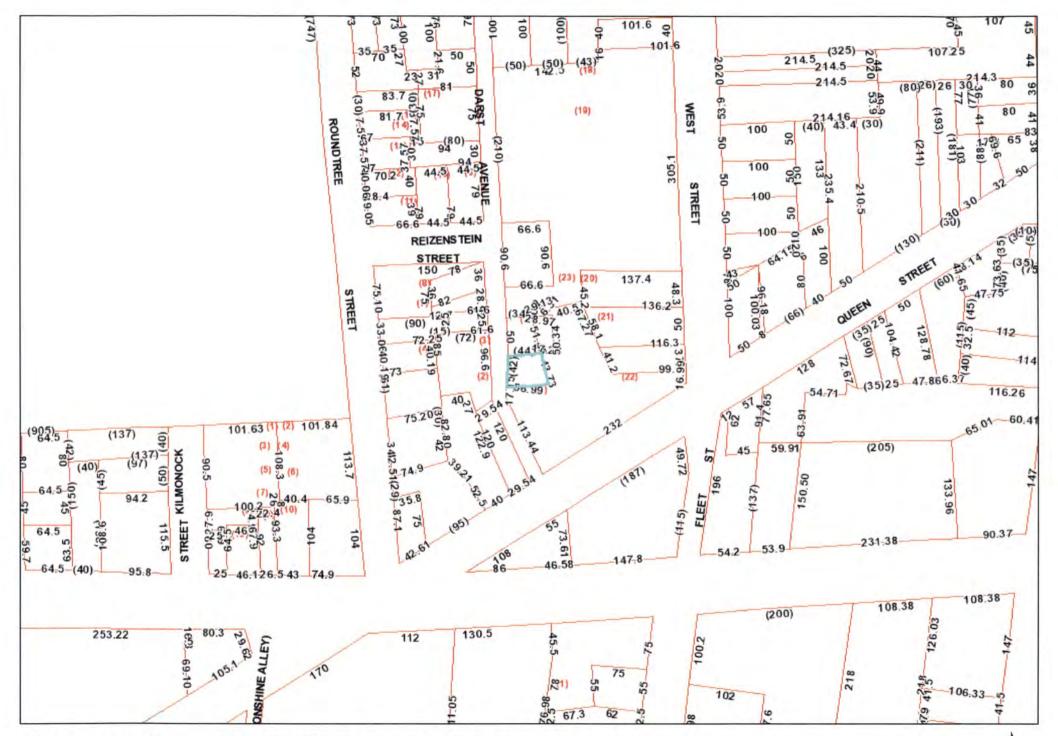
Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
3/6/2018	WHITFIELD, LYDIA HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,000
1/1/1944	WHITFIELD, LYDIA	WHITFIELD, LYDIA HRS	STRAIGHT TRANSFER	\$0
1/1/1944	WHITFIELD, LYDIA	WHITFIELD, LYDIA HRS	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	rear built	base Area 1st Floor	value
RESIDENTIAL CONSTRUCTION	1945	1076	\$14,290





Craven County GIS 506 Darst Ave - Tax PID 8-008-072

506 Darst Avenue







ESTIMATE OF DIVISION OF PROCEEDS

Property: 506 Darst Avenue (Parcel No. 8-008-072)			
Property. 300 Darst Avenue (Farcer No. 8 808 872)			
Offer Amount			\$ 2,000.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 2,000.00
County cost reimbursement		\$ 1,765.62	
City cost reimbursement		\$ - 1	\$ 1,765.62
Remaining Balance			\$ 234.38
County Taxes at Foreclosure	\$ 1,222.87	22.252%	\$ 52.15
City Taxes/Priority Liens at Foreclosure	\$ 4,272.61	77.748%	\$ 182.23
Total Taxes	\$ 5,495.48		
County Total	\$ 1,817.77		
City Total	\$ 182.23		

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution Approving the Sale of 2602 New Bern Avenue

Date of Meeting: 4/12/20	22	Ward # if applicable: 2
Department: City Clerk		Person Submitting Item: Brenda Blanco
Call for Public Hearing	: □Yes⊠No	Date of Public Hearing: N/A
Explanation of Item:		00 was received and advertised for the purchase rn Avenue. No upset bids were received.
Actions Needed by Board:	Consider adopting resolution	
= 00110 p 120000110 020		on, offer to purchase, map and picture of the operty card, and estimate of proceeds
Is item time sensitive?		
Will there be advocates	opponents at th	ne meeting? Yes No
Cost of Agenda Item:		
If this requires an expensand certified by the Fin	· ·	een budgeted and are funds available ☐ Yes ☐ 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) 6364000 Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: March 31, 2022

SUBJECT: Sale of 2602 New Bern Avenue

After receiving an offer of \$2,500 to purchase 2602 New Bern Avenue, the Board adopted a resolution on January 11, 2022 to initiate the upset bid process. The bid was advertised, but no upset bids were received. The property was acquired jointly by the City and County in November 2017 through tax foreclosure. The unpaid taxes at that time, including interest, penalties, and fees, were \$3,089.68 to Craven County and \$995.90 to the City of New Bern.

If the property is sold for the bid, the City is projected to receive \$480.39 and the County is projected to receive \$2,019.61 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 located at 2602 New Bern Avenue, and being more particularly described herein; and

WHEREAS, the City owns a forty-two percent (42%) undivided interest in the subject property, and Craven County owns a fifty-eight percent (58%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$2,500.00 by Antonio Chapman of 907 Devers Avenue, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for forty-two percent (42%) of the bid amount of \$2,500.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Antonio Chapman in the sum of \$2,500.00 for said parcel bearing the postal enumeration for the City of New Bern of 2602 New Bern Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to Antonio Chapman and Sharlene Chapman.

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 purchasers once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

<u>Section 3</u>. That the subject property is more particularly described as follows:

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

The property is commonly referred to by its tax parcel identification number which is 8-037-066-B. A description of the property is recorded in Book 1467, Page 1001 of the Craven County Registry. The property is more particularly described as follows:

In the subdivision of Pembroke on the north side of New Bern Avenue, between Lowell and Willow streets and bounded by as follows, viz, beginning in the northern line of New Bern Avenue at a point fifty feet westwardly of Lowell Street and running thence northwardly and parallel with Lowell Street one hundred feet, thence westwardly and parallel with New Bern Avenue fifty feet; thence southwardly and parallel with Lowell Street one hundred feet to New Bern Avenue; thence eastwardly with the northern line of New Bern Avenue fifty feet to the place of beginning; being Lot No. Three Hundred and Fifty- Seven as shown on the plan of Pembroke registered in the office of the Register of Deeds of Craven County in Book 1, Page 165. Being the same parcel as deeded in Book 832, Page 121 in the Register of Deeds of Craven County.

ADOPTED THIS 12th DAY OF APRIL, 2022.

	DANA E. OUTLAW, MAYOR
BRENDA E. BLANCO, CITY CLERK	

Prepared by and return to:

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

PARCEL NO. 8-037-066-B REVENUE STAMPS: \$5.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12th day of April, 2022, 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 ANTONIO CHAPMAN and SHARLENE CHAPMAN, whose mailing address is 907 Devers Avenue, New Bern, North Carolina 28560, ("Grantees");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantees, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantees, Grantees' heir and assigns, the following described property, to wit:

SEE <u>EXHIBIT A</u> ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

DAVIS HARTMAN WRIGHT LLP Attorneys at Law 209 Pollock Street New Bern, NC 28560 TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantees, Grantees' 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.

(SEAL)	
By:	DANA E. OUTLAW, MAYOR
ATTEST:	
BRENDA E. BLANCO, CITY CLERK	_

CITY OF NEW BERN

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I No.	come Dublic in and for said County and State de
hereby certify that on the day of An	ary Public in and for said County and State, doril, 2022 before me personally appeared DANA E
	nainted, who, being by me duly sworn, says that he is
	O is the City Clerk for the City of New Bern, the
municipal corporation described in and which	ch executed the foregoing instrument; that he knows
	ion; that the seal affixed to the foregoing instrumen
	municipal corporation was subscribed thereto by the
•	affixed, all by order of the Board of Aldermen of said
corporation.	nstrument is the act and deed of said municipal
corporation.	
WITNESS my hand and official seal	this the day of April, 2022.
,	7 1 7
	Nation D. L.C.
	Notary Public
My Commission Expires:	
my commission Empires.	

CRAVEN COUNTY

(SEAL)			
	By:	Chairman, Craven County Board of Commissioners	
ATTEST:			
Clerk, Craven County Board of Commissioners		_	

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

with whom I am personally acquainted Chairman of the Board of Commission Clerk of the Board of Commissioners for in and which executed the foregoing in politic and corporate; that the seal affix the name of the body politic and corporate said common seal was affixed, all by or	Notary Public in and for said County and State do hereby 2022, before me personally appeared JASON R. JONES ed, who, being by me duly sworn, says that he is the ners for Craven County, and that NAN HOLTON is the or Craven County, the body politic and corporate describe astrument; that he knows the common seal of said body and to the foregoing instrument is said common seal; that are was subscribed thereto by the said Chairman; that the order of the Board of Commissioners of said body politic ent is the act and deed of said body politic and corporate.
WITNESS my hand and official	seal this the day of April, 2022.
·	
	Notary Public
My Commission Expires:	

EXHIBIT A

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

The property is commonly referred to by its tax parcel identification number which is 8-037-066-B. A description of the property is recorded in Book 1467, Page 1001 of the Craven County Registry. The property is more particularly described as follows:

In the subdivision of Pembroke on the north side of New Bern Avenue, between Lowell and Willow streets and bounded by as follows, viz, beginning in the northern line of New Bern Avenue at a point fifty feet westwardly of Lowell Street and running thence northwardly and parallel with Lowell Street one hundred feet, thence westwardly and parallel with New Bern Avenue fifty feet; thence southwardly and parallel with Lowell Street one hundred feet to New Bern Avenue; thence eastwardly with the northern line of New Bern Avenue fifty feet to the place of beginning; being Lot No. Three Hundred and Fifty-Seven as shown on the plan of Pembroke registered in the office of the Register of Deeds of Craven County in Book 1, Page 165. Being the same parcel as deeded in Book 832, Page 121 in the Register of Deeds of Craven County.

CORD A STRUB	TOO	WITH TIRTY !
CRAVEN		

CRAVEN COUNTY	
Antonio Chapman	, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
	pon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parce the "Property"), upon the following terms and conditions:
I. REAL PROPERTY: Located in or near to particularly described as: Street Address: 3602 NEW BEKN AN Subdivision Name: Tax Parcel ID No.: 8-037-066-B	he City of New Bern, Craven County, North Carolina, being known as and more
Tax Parcel ID No.: 8-031-066-B Plat Reference:	
Being all of that property more particularly descri	ibed in Deed Book 35 ZO, Page 1904 in the Craven County Registry.
2. PURCHASE PRICE: The purchase price is	\$ 2500 and shall be paid as follows:
held by Seller until the sale is closed, at we terminated. In the event this offer is not acce this contract by Seller, all earnest monies sh	ONEY DEPOSIT with this offer by a cash bank check certified check to be which time it will be credited to Buyer, or until this contract is otherwise properly repted, then all earnest monies shall be refunded to Buyer. In the event of breach of all be refunded to Buyer upon Buyer's request In the event of breach of this contract forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other

- (b) \$ 2375°C 3. CONDITIONS:
- (a) This contract is not subject to Buyer obtaining financing.

remedies available to Seller for such breach.

(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.

, BALANCE of the purchase price in cash or readily available funds at Closing.

- (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
- 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.
- PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.
- 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 Antonia Chapman and Bharlene Chapman.
- 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.

1.0		
Buyer Initials	Seller Initials	

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

BUYER:	SELLER	
(If an individual)	CRAVEN COUNTY	
Name: Antonio (napman) Date: 12 9 2021 Address: 907 Devers Ave New Bern, NC 28560 Phone: 252-639-1352	By: Its: Date:	(SEAL)
(If a business entity)	CITY OF NEW BERN	
By: (SEAL)	Ву:	(SEAL)
Its:	Its:	
Date:	Date:	
Address:		
Phone:		

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 12/9/2021 3:50:55 PM

Parcel ID:

8-037 -066-B

Owner:

CRAVEN COUNTY & NEW BERN-CITY

Mailing Address:

406 CRAVEN ST NEW BERN NC 28560

Property Address:

2602 NEW BERN AVE

Description:

Lot Description :

357 PEMBROKE\$

Assessed Acreage:

0.112

Calculated Acreage: 0.110

Deed Reference:

3520-1904

Recorded Date:

11 30 2017

Subdivision: PEMBROKE

Recorded Survey:

Estate Number:

Land Value:

\$5,000

Tax Exempt:

Yes

Improvement Value:

\$15,190 \$20,190

Total Value: City Name:

NEW BERN

Fire tax District:

of Improvements :

Drainage District:

Special District:

Land use :

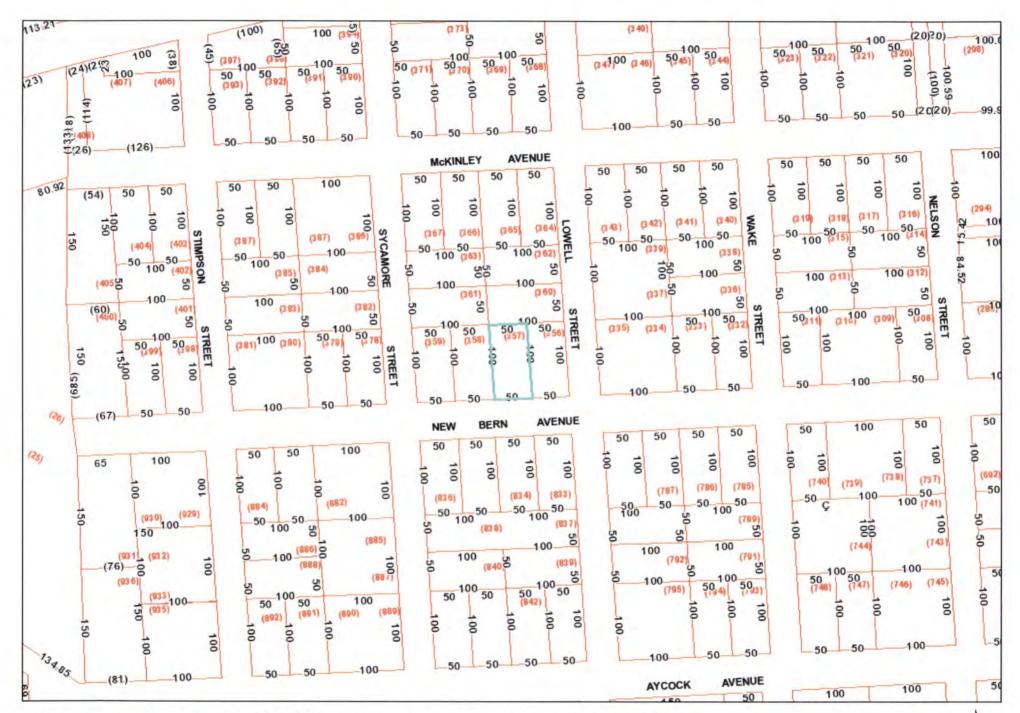
RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
11/30/2017	PAYTON, MARY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500
6/23/1995	LOFTIN, KATIE	PAYTON, MARY	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1962	576	\$15,190



2602 New Bern Avenue



DIVISION OF PROCEEDS

Property: 2602 New Bern Avenue (Parcel No. 8-037-066-B)			
Offer Amount			\$ 2,500.00
Less: Reimb to City for publication of notice of offer Balance		\$ 251.30	\$ 2,248.70
County cost reimbursement		\$ 1,699.93	
City cost reimbursement		\$ - .	\$ 1,699.93
Remaining Balance			\$ 548.77
County Taxes at Foreclosure	\$ 1,389.75	58.255%	\$ 319.68
City Taxes/Priority Liens at Foreclosure	\$ 995.90	41.745%	\$ 229.09
Total Taxes	\$ 2,385.65		
County Total	\$ 2,019.61		
City Total	\$ 480.39		

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution to Sale 1106 Broad Street

Date of Meeting: 4/12/2022		Ward # if applicable: 2		
Department: City Clerk		Person Submitting Item: Brenda Blanco		
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing: N/A		
Explanation of Item:	Street (tax parce	was advertised for the purchase of 1106 Broad I ID 8-012-A-325), but no upset bids were oard is asked to consider selling the property.		
Actions Needed by Board:	Consider adopting resolution to sell the property			
Backup Attached: Memo, resolutio		n, deed		
Is item time sensitive?	□Yes ⊠No			
Will there be advocates	s/opponents at th	ne meeting? Yes No		
Cost of Agenda Item:				
If this requires an expeand certified by the Fin	, and the second se	een budgeted and are funds available ☐ Yes ☐ 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
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: March 31, 2022

SUBJECT: Sale of 1106 Broad Street

Kurtis Stewart's offer of \$5,400 to purchase the 0.060-acre vacant parcel at 1106 Broad Street was advertised, but no upset bids were received. The property was acquired jointly by the City and County in August 2017 through tax foreclosure. The unpaid taxes due to Craven County at that time, including interest and penalties, was \$1,051.77. Unpaid taxes due to the City, along with interest and penalties, was \$2,455.55. The City also had a demolition lien on the property for \$6,775.86.

If the property is sold for the bid, the City is projected to receive \$3,600.29 and the County is projected to receive \$1,799.71 from the proceeds.

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 located at 1106 Broad Street, and being more particularly described herein; and

WHEREAS, the City owns a seventy percent (70%) undivided interest in the subject property, and Craven County owns a thirty percent (30%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$5,400.00 by Kurtis Stewart of 1004 Mulford Court #754, Knightdale, North Carolina 27545; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for seventy percent (70%) of the bid amount of \$5,400.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Kurtis Stewart in the sum of \$5,400.00 for said parcel bearing the postal enumeration for the City of New Bern of 1106 Broad Street, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

<u>Section 3</u>. That the subject property is more particularly described as follows:

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows: All that certain lot, tract, or parcel of land lying and being situate on the North side of Broad Street, located in the City of New Bern, beginning at the southernmost corner of Lot #52 as the same appears on the map of Reizensteinville, said map recorded in Deed Book 105 at Page 56 in the office of the Register of Deeds of Craven County, and being shown on the attached map entitled "Survey for Helena Bryan Murrell & Georgianna Bryan Bryant" as prepared by Robert M. Chiles, P.E., on October 13, 1981; running from the said point of beginning located in the northern right of way line of the said Broad Street, North 70 degrees 00' west, along and with the northern right of way line of Broad Street 25.235 feet to a new corner; running thence North 07 degrees 46' east and parallel with the eastern most line of said tract, 87.57 feet, more or less, to a corner located in the northern most lot line of Lot #52 as appears on said map; thence south 73 degrees 29' east, 25 feet, more or less, to a set iron pipe, the northernmost corner of Lot #52; thence south 07 degrees 46' west, 89.12 feet to the point of beginning, all as appears on the survey, and the same is incorporated herein by reference. Subject to restrictive covenants and easements of record.

ADOPTED THIS 12th DAY OF APRIL, 2022	2.
--------------------------------------	----

	DANA E. OUTLAW, MAYOR
BRENDA E. BLANCO, CITY CLERK	

Prepared by and return to:

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

PARCEL NO. 8-012-A-325 REVENUE STAMPS: \$11.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12th day of April, 2022, 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 KURTIS STEWART, whose mailing address is 1003 Mulford Court #754, Knightdale, North Carolina 27545, ("Grantee");

WITNESSETH:

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

SEE <u>EXHIBIT A</u> ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

DAVIS HARTMAN WRIGHT LLP Attorneys at Law 209 Pollock Street New Bern, NC 28560 TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

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

(SEAL)	
By:	DANA E. OUTLAW, MAYOR
ATTEST:	
BRENDA E. BLANCO, CITY CLERK	_

CITY OF NEW BERN

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I No.	come Dublic in and for said County and State de
hereby certify that on the day of An	ary Public in and for said County and State, doril, 2022 before me personally appeared DANA E
	nainted, who, being by me duly sworn, says that he is
	O is the City Clerk for the City of New Bern, the
municipal corporation described in and which	ch executed the foregoing instrument; that he knows
	ion; that the seal affixed to the foregoing instrumen
	municipal corporation was subscribed thereto by the
•	affixed, all by order of the Board of Aldermen of said
corporation.	nstrument is the act and deed of said municipal
corporation.	
WITNESS my hand and official seal	this the day of April, 2022.
,	7 1 7
	Nation D. L.C.
	Notary Public
My Commission Expires:	
my commission Empires.	

CRAVEN COUNTY

(SEAL)			
	By:	Chairman, Craven County Board of Commissioners	
ATTEST:			
Clerk, Craven County Board of Commissioners		_	

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

with whom I am personally acquainted Chairman of the Board of Commission Clerk of the Board of Commissioners for in and which executed the foregoing in politic and corporate; that the seal affix the name of the body politic and corporate said common seal was affixed, all by or	Notary Public in and for said County and State do hereby 2022, before me personally appeared JASON R. JONES ed, who, being by me duly sworn, says that he is the ners for Craven County, and that NAN HOLTON is the or Craven County, the body politic and corporate describe astrument; that he knows the common seal of said body and to the foregoing instrument is said common seal; that are was subscribed thereto by the said Chairman; that the order of the Board of Commissioners of said body politic ent is the act and deed of said body politic and corporate.
WITNESS my hand and official	seal this the day of April, 2022.
·	
	Notary Public
My Commission Expires:	

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain lot, tract, or parcel of land lying and being situate on the North side of Broad Street, located in the City of New Bern, beginning at the southernmost corner of Lot #52 as the same appears on the map of Reizensteinville, said map recorded in Deed Book 105 at Page 56 in the office of the Register of Deeds of Craven County, and being shown on the attached map entitled "Survey for Helena Bryan Murrell & Georgianna Bryan Bryant" as prepared by Robert M. Chiles, P.E., on October 13, 1981; running from the said point of beginning located in the northern right of way line of the said Broad Street, North 70 degrees 00' west, along and with the northern right of way line of Broad Street 25.235 feet to a new corner; running thence North 07 degrees 46' east and parallel with the eastern most line of said tract, 87.57 feet, more or less, to a corner located in the northern most lot line of Lot #52 as appears on said map; thence south 73 degrees 29' east, 25 feet, more or less, to a set iron pipe, the northernmost corner of Lot #52; thence south 07 degrees 46' west, 89.12 feet to the point of beginning, all as appears on the survey, and the same is incorporated herein by reference. Subject to restrictive covenants and easements of record.

HERETO.): None.

CRAVEN COUNTY	OFFER TO FURCHASE AND CONTRACT
Kurtis Stewart	, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
	ipon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel
	the "Property"), upon the following terms and conditions:
I DEAL PROPERTY: Located in or near	the City of New Bern, Craven County, North Carolina, being known as and more
particularly described as:	the City of New Belli, Clavell County, North Carolina, being known as and more
Street Address: 1106 Broad Street	
Subdivision Name:	
Tax Parcel ID No.: 8-012-A-325	
Plat Reference:	
Reing all of that property more particularly descr	ibed in Deed Book 3515, Page 1436 in the Craven County Registry.
2. PURCHASE PRICE: The purchase price is	e S E 400 and shall be paid as follows:
(a) \$ 280.00 EARNEST M	ONEY DEPOSIT with this offer by a cash bank check certified check to be
held by Seller until the sale is closed, at v terminated. In the event this offer is not acc this contract by Seller, all earnest monies sh	which time it will be credited to Buyer, or until this contract is otherwise properly cepted, then all earnest monies shall be refunded to Buyer. In the event of breach of hall be refunded to Buyer upon Buyer's request In the event of breach of this contract forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other
	ourchase price in cash or readily available funds at Closing.
3. CONDITIONS:	An and a condensation and discount and an arranged
(a) This contract is not subject to Buyer obtaining	ng financing.
	me or better condition at Closing as on the date of this offer, reasonable wear and tear
(c) The Property is being sold subject to all liens	s and encumbrances of record if any
(d) Other than as provided herein, the Property i	
	G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice
provisions and the rights in others to submit	
(f) Title shall be delivered at Closing by QUITO	
	no warranty or representation as to any pending or confirmed governmental special
	or other improvements on or adjoining the Property, or pending or confirmed owners'
association special assessments. Buyer shall take	
	taxes to which the Property is subject shall be paid in their entirety by Buyer.
	or all costs with respect to any title search, title insurance, recording of the deed, and
	a deed and all other documents necessary to perform Seller's obligations under this
agreement, and for any excise tax (revenue stamp	
7. EVIDENCE OF TITLE: Not Applicable.	of required by law.
8 CLOSING: Closing shall be defined as the	e date and time of recording of the deed. All parties agree to execute any and all
	with Closing and transfer of title within thirty (30) days of the granting of final
annroyal 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 Kurtis	Stewart
9. POSSESSION: Unless otherwise provided l	perain passession shall be delivered at Clasing
10. PROPERTY INSPECTION, APPRAISA	
	appraisal or investigation, as the Property is being bought "as is." Seller makes no
representation as to water, sewer, conditions, title	
	EPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
11. RIGHT OF ENTRY, RESTORATION AN	ID INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to
	t advance written permission of the Seller. If such permission is given, Buyer will
	damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury
	ies of Buyer and Buyer's agents and contractors relating to the Property. This indemnity
shall survive this contract and any termination here	of.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH

Seller Initials

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

BUYER:	SELLER	
(If an individual)	CRAVEN COUNTY	
\mathcal{N}_{1}		
(SEAL)	Ву:	(SEAL
Namer Kurtis Stewart	Its:	
Date: 02/04/2022	Date:	
Address: 1003 Mulford Court #754		
Knightdale, NC 27545		
Phone: 561-504-7917		
(If a business entity)	CITY OF NEW BERN	
By:(SEAL)	By:	(SEAL)
Its:	Its;	
Date:	Date:	
Address:		
Phone:		

Buyer Initials ______ Seller Initials _____

Page 2 of 2

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 1/31/2022 3:55:31 PM

Parcel ID:

8-012-A -325

Owner:

CRAVEN COUNTY & NEW BERN-CITY OF

Mailing Address:

PO BOX 1128 NEW BERN NC 28563

Property Address:

1106 BROAD ST

Description:

EAST 1/2 LT 52 RZNVL\$

Lot Description:

Subdivision:

Assessed Acreage: 0,000

Calculated Acreage: 0.060

Deed Reference:

3515-1436

Recorded Date:

10 3 2017

Recorded Survey:

Estate Number:

Land Value:

\$10,800

Tax Exempt:

Yes

Improvement Value: \$0

of Improvements :

Total Value :

\$10,800

City Name:

NEW BERN

Fire tax District :

Drainage District :

Special District:

Land use :

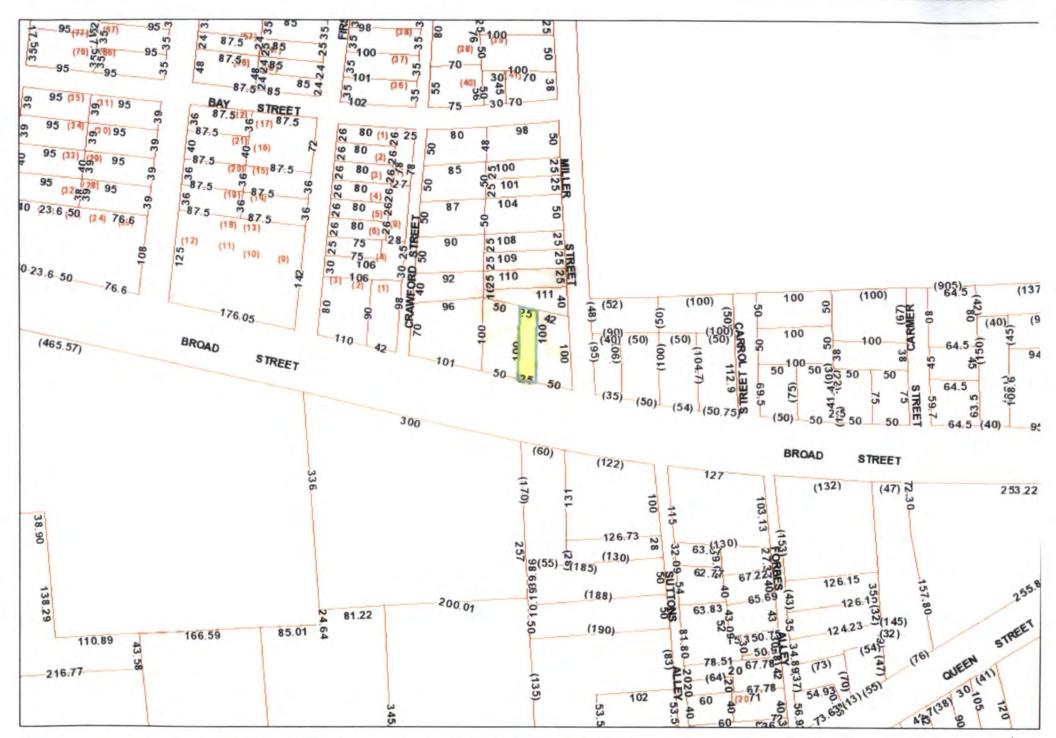
VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
10/3/2017	HILL, ROBERT B & BEULAH D	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$5,000
10/14/1988	MURRELL, WILLIAM H III & MURRELL, V ICTORIA Y	HILL, ROBERT B & BEULAH D	SALES WHICH IMPROVEMENT S SOLD	\$10,500

List of Improvements to Site

No improvements listed for this parcel



1106 Broad Street









View from rear looking toward Broad St





DIVISION OF PROCEEDS

Property: 1106 Broad Street				
Offer Amount Less: Reimb to City for publication of notice of offer (approx)			288.10	\$ 5,400.00
Balance		. *	-	\$ 5,111.90
County cost reimbursement		\$	613.03	
City cost reimbursement		\$	541.67	\$ 1,154.70
Remaining Balance				\$ 3,957.20
County Taxes at Foreclosure	\$ 1,051.77		29.988%	\$ 1,186.68
City Taxes/Priority Liens at Foreclosure	\$ 2,455.55		70.012%	\$ 2,770.52
Total Taxes	\$ 3,507.32		-	
County Total	\$ 1,799.71			
City Total	\$ 3,600.29			

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution to Initiate the Upset Bid for 2502 New Bern Avenue

Date of Meeting: 4/12/2022		Ward # if applicable: 2	
Department: City Clerk		Person Submitting Item: Brenda Blanco	
Call for Public Hearing:	☐Yes⊠No Date of Public Hearing: N/A		
Explanation of Item:	2502 New Bern A	vas submitted Lorenza Grist for the purpose of Avenue. The property is a vacant lot with a tax It was acquired by the City and County losure in 2017.	
Actions Needed by Board:	Consider adopting	g resolution to initiate the upset bid process	
Backup Attached:	Memo, resolution of property	, offer to purchase, tax card, map and picture	
Is item time sensitive? □]Yes ⊠No		
Will there be advocates/o	opponents at the	e meeting? □Yes ☒ No	
Cost of Agenda Item:			
•	_	en budgeted and are funds available	
and certified by the Fina	nce Director?	⊥Yes ⊔ 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) 6364000 Dana E. Outlaw
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: March 31, 2022

SUBJECT: Offer to Purchase 2502 New Bern Avenue

Lorenza Grist made an offer to purchase 2502 New Bern Avenue for \$5,000.00, which is the full tax value of the vacant 0.107-acre parcel. The property was acquired jointly by the City and County in August 2017 through tax foreclosure. The unpaid taxes due to Craven County at that time, including interest and penalties, was \$3,505.25. Unpaid taxes due to the City, along with interest and penalties was \$212.33.

If the property is sold for the initial bid, the City is projected to receive \$609.46, and the County is projected to receive \$4,390.54 from the proceeds.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 2502 New Bern Avenue, Craven County parcel identification number 8-037-102; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$5,000.00 submitted by Lorenza Grist; and

WHEREAS, Lorenza Grist has paid the required five percent (5%) deposit on the offer.

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

- Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.
- Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or

certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

- (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and
 - (b) The buyer must pay with cash at the time of closing.
- Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

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

ADOPTED THIS 12th DAY OF MARCH, 2022.

	DANA E. OUTLAW, MAYOR
BRENDA E. BLANCO, CITY CLERK	

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Lo	renza Grist , as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
	TY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel and 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
par	ticularly described as:
Str	eet Address: 2502 New Bern Avenue
	odivision Name:
	Parcel ID No.: 8-037-102
	t Reference:
	ng all of that property more particularly described in Deed Book 3511, Page 758 in the Craven County Registry.
	PURCHASE PRICE: The purchase price is \$5,000.00 and shall be paid as follows:
(a)	\$ 250.00 , 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)	\$ 4,750.00 , BALANCE of the purchase price in cash or readily available funds at Closing.
	CONDITIONS:
	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 tea excepted.
	The Property is being sold subject to all liens and encumbrances of record, if any.
	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.
	Title shall be delivered at Closing by QUITCLAIM DEED
	SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special
	essments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners ociation special assessments. Buyer shall take title subject to all pending assessments, if any.
ass	PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.
	EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and
	legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this
	eement, and for any excise tax (revenue stamps) required by law.
	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
doo	numents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of fina
app	roval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S
§16	0A-269. The deed is to be made to Lorenza Grist
9.	POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.
10.	PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:
	This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no
	resentation as to water, sewer, conditions, title, access, or fitness for any intended use. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
(D)	RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to
ent.	er upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer wil
ind	emnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury
to a	my person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity
sha	Il survive this contract and any termination hereof.
12.	OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH
	RETO.): None.
	Buyer Initials Seller Initials
	Buyer Initials Seller Initials

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

BUYER:		SELLER	
(If an individual)		CRAVEN COUNTY	
Name: Lorenza Grist Date: March 21, 2022 Address: 3604 Yarmouth Road New Bern, NC 28562 Phone: 252-675-3116	_ (SEAL)	By: Its: Date:	
(If a business entity)		CITY OF NEW BERN	
By: Its: Date: Address:		By: Its: Date:	
Phone:			

Buyer Initials Seller Initials County City

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 3/21/2022 8:59:45 AM

Parcel ID: 8-037 -102

Owner: CRAVEN COUNTY & NEW BERN-CITY

Mailing Address: 406 CRAVEN ST NEW BERN NC 28560

Property Address: 2502 NEW BERN AVE

Description: 332 PEMBROKE\$

Lot Description : Subdivision : PEMBROKE

Assessed Acreage: 0.107 Calculated Acreage: 0.110

Deed Reference: 3511-0758 Recorded Date: 8 21 2017

Recorded Survey:

Estate Number :

Land Value: \$5,000 Tax Exempt: Yes

Improvement Value: \$0 # of Improvements:

Total Value: \$5,000

City Name: NEW BERN Fire tax District:

Drainage District : Special District :

Land use: VACANT-RESIDENTIAL TRACT

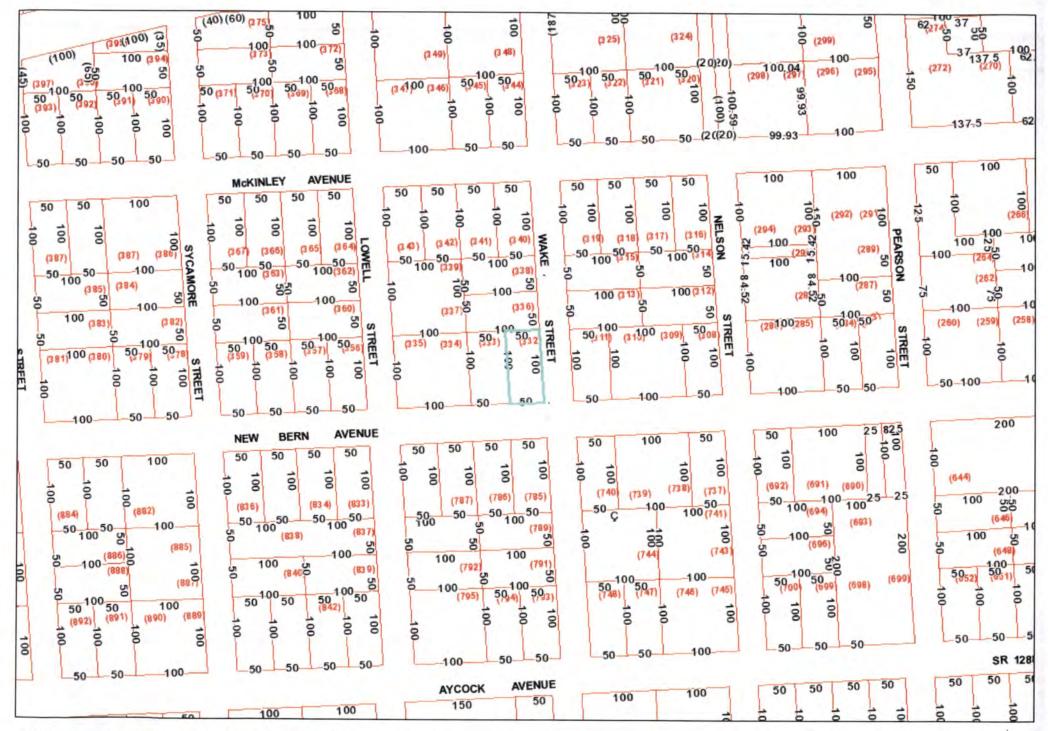
Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/21/2017	GRIST, ANTHONY L & BEVERLY W	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,000
4/11/2017	GRIST, ARMY LEE HRS	GRIST, ANTHONY L & BEVERLY W	MULTI-PARCEL SALE-2 OR MORE PA	\$0
1/1/1978	GRIST, ARMY LEE & EARNICE M	GRIST, ARMY LEE	STRAIGHT TRANSFER	\$0
1/1/1978	GRIST, ARMY LEE	GRIST, ARMY LEE HRS	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel





Craven County GIS PID 8-037-102

PID 8-037-102 New Bern Avenue









ESTIMATE OF DIVISION OF PROCEEDS

Property: 2502 New Bern Ave. (PID 8-037-102)			
Offer Amount Less: Reimb to City for publication of notice of offer (approx)			\$ 5,000.00
Balance			\$ 5,000.00
County cost reimbursement		\$ 3,031.77	
City cost reimbursement		\$ -	\$ 3,031.77
Remaining Balance			\$ 1,968.23
County Taxes at Foreclosure	\$ 473.38	69.035%	\$ 1,358.77
City Taxes/Priority Liens at Foreclosure	\$ 212.33	30.965%	\$ 609.46
Total Taxes	\$ 685.71		j
County Total	\$ 4,390.54		
City Total	\$ 609.46		

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Hurricane Florence Category D drainage ditch project within the Quarry 1 drainage basin.

Date of Meeting: 4/12/2022		Ward # if applicable: Wards 4 & 5			
Department: Public Wor	ks	Person Submitting Item:			
- OP		George Chiles, Staff Engineer Public Works			
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing: N/A			
Explanation of Item:	with FEMA on a p	o years the City of New Bern has been working project to repair damages created by Hurricane les of drainage ditches throughout the City. CAT D Damage Repairs in the Quarry 1			
Actions Needed by Board:	Adopt attached r	esolution			
Backup Attached:	Memo, Resolutio Project Plan	n, Bid Tabulation, Advertisement for Bids,			
Is item time sensitive?	∃Yes ⊠No				
Will there be advocates/	opponents at th	e meeting? □Yes ⊠ No			
Cost of Agenda Item: \$	236,950.00				
		een budgeted and are funds available			
and certified by the Fina	nce Director?	⊠Yes □ No			

Additional Notes:



Public Works Department P.O. Box 1129, 1004 S. Glenburnie Road New Bern, N.C. 28563-1129 Phone: (252) 639-7501 Fax: (252) 636-1848

April 1, 2022

Memo to: Mayor and Board of Aldermen

From: George Chiles, Staff Engineer

Re: Consider adopting a resolution authorizing the City Manager to execute on

behalf of the City of New Bern all contract documents and change orders within the contract amount for the Category D, Hurricane Florence Damage

Repairs - Quarry 1.

Background Information:

In late 2018 following Hurricane Florence, the City of New Bern began working with FEMA on a project to repair damages to the 66 miles of drainage ditches within the City. Since being obligated, the City has been working with Draper Aden and Associates to identify damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On February 1, 2022, the Category D Hurricane Florence Damage Repairs – Quarry 1 project was advertised for bids and on March 8, 2022, three bids were received and opened, with the low bidder for this project being Trader Construction Company, with a bid price of \$236,950.00. The Quarry 1 damage repairs consist of backfilling eroded areas, slope regrading and stabilization. The contract time for this project is 120 days.

Recommendation:

Draper Aden and Associates have vetted Trader Construction Company Inc. and found no issues or concerns. The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents, and any change orders for the Category D Hurricane Florence Damage Repairs – Quarry 1 project within the contract amount.

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

RESOLUTION

THAT WHEREAS, the Hurricane Florence Category D Damage Repairs – Quarry 1 Drainage Basin was publicly advertised on February 1, 2022; and

WHEREAS, the following qualified bids were received on March 8, 2022:

Trader Construction Company, Inc.	\$ 236,950.00
Carolina Cleaning and Restoration	\$ 531,885.00
Grillot Construction Company, LLC	\$ 697,065.00

WHEREAS, the Director of Public Works of the City of New Bern recommends the City Manager be authorized to execute contract documents with the lowest bidder, Trader Construction Company, Inc., for the Hurricane Florence Category D Damage Repairs – Quarry 1 Drainage Basin Project and any change orders within the budgeted amount.

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

That the City Manager is hereby authorized to execute on behalf of the City of New Bern all contract documents with Trader Construction Company, Inc. for the Hurricane Florence Category D Damage Repairs - Quarry 1 Drainage Basin Project, and any change orders within the budgeted amount.

ADOPTED THIS 12th DAY OF APRIL 2022.

	DANA E. OUTLAW, MAYOR
	<u> </u>
BRENDA E. BLANCO, CITY CLERK	





PROJECT: Hurricane Florence Damage Repairs - Quarry 1 Drainage Basin

PROJECT #: 19080319-09 BID DATE: March 8, 2022 BID TIME: 1:30 PM

LOCATION: City of New Bern Public Works Department / Microsoft Teams

	Trader Construction	Carolina Cleaning and Restoration	Grillot Construction		
Bid Bond	1	/	1		
Contractor's License Information	2943	82325	84473		
Bidder Qualification Statement	1	V	/	-	
City's General Provisions and Byrd Anti-Lobbying Certification	*	*	1		
Anti-Collusion Affidavit		/	1		
MBE / HUB Documentation	*	1	/		
Bid Signed	/	/	/		
Receipt of Addenda	*	/			
Total Base Bid	\$236,950.00	\$531,885.00	\$697,065.00		

This is to certify that the bids tabulated herein were publicly opened and read aloud at 1:30 PM on the Eighth day of March, 2022, at the City of New Bern Public Works Department in New Bern, North Carolina.



ADVERTISEMENT FOR BIDS

City of New Bern New Bern, North Carolina Hurricane Florence Damage Repairs – Quarry 1 Drainage Basin

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

Hurricane Florence Damage Repairs – Quarry 1 Drainage Basin DAA PN: 19080319-090302

Bids for the construction of the Project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until March 8, 2022 at 1:30 PM local time. At that time the Bids received will be publicly opened and read.

The public bid opening shall also be made available through online video conference. Access to the online video conference shall be made available to all plan holders at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the repair of previously identified damages within existing stormwater conveyance channels, ditches, pipes, and wetlands. Work includes installation of temporary access, erosion and sediment control, traffic control, backfill of eroded areas, slope regrading, and stabilization.

Bids are requested for the following Contract: Hurricane Florence Damage Repairs – Quarry 1 Drainage Basin

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.daa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Draper Aden Associates 114 Edinburgh South Drive, Suite 200, Cary, NC 27511

Bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible

for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor. The project will be funded in whole/part using FEMA funds provided by the U.S. Department of Homeland Security. All Federal laws and regulations will apply to use of FEMA funds.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Pre-bid Conference

Pre-bid conference attendance is not required. A pre-bid conference is scheduled on March 1, 2022 at 1:30 PM at the City of New Bern Public Works Department, located at 1004 S. Glenburnie. The pre-bid meeting will also be available virtually, through Microsoft Teams. Access to the online video conference shall be made available to all interested parties at least 24 hours prior to the scheduled meeting. Interested parties are required to contact Kim Phillips by email at kphillips@daa.com to request the conference link.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of New Bern

By: Al Cablay

Title: Director of Public Works

Date: February 1, 2022

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Hurricane Florence Category D drainage ditch project within the Quarry 2 drainage basin.

Date of Meeting: 4/12/2022		Ward # if applicable: Ward 4 & 5		
Department: Public Works		Person Submitting Item:		
		George Chiles, Staff Engineer Public Works		
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing: N/A		
Explanation of Item:	<u>-</u>			
	·	project to repair damages created by Hurricane less of drainage ditches throughout the City.		
	This project is for CAT D Damage Repairs in the Quarry 2			
	Drainage Basin.			
Actions Needed by	Adopt attached resolution			
Board:				
Backup Attached:	Memo, Resolution, Bid Tabulation, Advertisement for Bids, Project Plan			
	1			
Is item time sensitive?	∃Yes ⊠No			
Will there be advocates/	opponents at th	e meeting? □Yes ⊠ No		
Cost of Agenda Item: \$	439,345.00			
If this requires an expenditure, has it been budgeted and are funds available				
and certified by the Finance Director? MYes I No				

Additional Notes:



Public Works Department P.O. Box 1129, 1004 S. Glenburnie Road New Bern, N.C. 28563-1129 Phone: (252) 639-7501 Fax: (252) 636-1848

April 1, 2022

Memo to: Mayor and Board of Aldermen

From: George Chiles, Interim Director of Public Works

Re: Consider adopting a resolution authorizing the City Manager to execute on

behalf of the City of New Bern all contract documents and change orders within the contract amount for the Quarry 2 Category D, Hurricane Florence

drainage ditch project.

Background Information:

In late 2018 following Hurricane Florence, the City of New Bern began working with FEMA on a project to remove sediment and debris from 66 miles of drainage ditches within the City. This project was obligated by FEMA on January 27, 2020. Since being obligated, the City has been working with Draper Aden and Associates to identify damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On July 14, 2021, the Quarry 2 drainage basin Category D project was advertised for bids and on July 28, 2021, three bids were received and opened, with the low bidder for this project being Trader Construction Company, with a bid price of \$374,800.00. The Quarry 2 drainage basin project consist of removing 140 tons of vegetative debris, 1,620 cubic yards of sediment, 15 tons of miscellaneous debris and the cleaning of 1,950-feet of drainage culverts. The contract time for this project is 120 days.

Recommendation:

Draper Aden and Associates have vetted Trader Construction Company Inc. and found no issues or concerns. The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents and any change orders for the Quarry 2 Category D, Hurricane Florence drainage ditch project within the contract amount.

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

RESOLUTION

THAT WHEREAS, the Hurricane Florence Category D Damage Repairs – Quarry 2 Drainage Basin was publicly advertised on February 8, 2022; and

WHEREAS, the following qualified bids were received on March 15, 2022:

Trader Construction Company, Inc.	\$ 439,345.00
Grillot Construction Company, LLC	\$ 468,241.00
Carolina Cleaning and Restoration	\$ 692,550.00

WHEREAS, the Director of Public Works of the City of New Bern recommends the City Manager be authorized to execute contract documents with the lowest bidder, Trader Construction Company, Inc., for the Hurricane Florence Category D Damage Repairs – Quarry 2 Drainage Basin Project and any change orders within the budgeted amount.

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

That the City Manager is hereby authorized to execute on behalf of the City of New Bern all contract documents with Trader Construction Company, Inc. for the Hurricane Florence Category D Damage Repairs – Quarry 2 Drainage Basin Project, and any change orders within the budgeted amount.

ADOPTED THIS 12th DAY OF APRIL 2022.

	DANA E. OUTLAW, MAYOR	
	_	
BRENDA E. BLANCO, CITY CLERK		

CERTIFIED BID TABULATION



PROJECT: Hurricane Florence Damage Repairs - Quarry 2 Drainage Basin

PROJECT #: 19080319-09 BID DATE: March 15, 2022 BID TIME: 1:30 PM

LOCATION: City of New Bern Public Works Department / Microsoft Teams

	Trader Construction	Grillot Construction	Carolina Cleaning and Restoration	
Bid Bond	/	/	1	
Contractor's License Information	2943	84473	82325	
Bidder Qualification Statement	· /	· /	/	
City's General Provisions and Byrd Anti-Lobbying Certification	*	4	1	
Anti-Collusion Affidavit	/	/	V .	
MBE / HUB Documentation	v	4	/	
Bid Signed	V	V	/	
Receipt of Addenda	✓	/	V	
Total Base Bid	\$439,345.00	\$468,241.00	\$692,550.00	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 1:30 PM on the Fifteenth day of March, 2022, at the City of New Bern Public Works Department in New Bern, North Carolina.



ADVERTISEMENT FOR BIDS

City of New Bern New Bern, North Carolina Hurricane Florence Damage Repairs – Quarry 2 Drainage Basin

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

Hurricane Florence Damage Repairs – Quarry 2 Drainage Basin DAA PN: 19080319-090302

Bids for the construction of the Project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until March 15, 2022 at 1:30 PM local time. At that time the Bids received will be publicly opened and read.

The public bid opening shall also be made available through online video conference. Access to the online video conference shall be made available to all plan holders at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the repair of previously identified damages within existing stormwater conveyance channels, ditches, pipes, and wetlands. Work includes installation of temporary access, erosion and sediment control, traffic control, backfill of eroded areas, slope regrading, culvert replacement, and stabilization.

Bids are requested for the following Contract: Hurricane Florence Damage Repairs – Quarry 2 Drainage Basin

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.daa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Draper Aden Associates 114 Edinburgh South Drive, Suite 200, Cary, NC 27511

Bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible

for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor. The project will be funded in whole/part using FEMA funds provided by the U.S. Department of Homeland Security. All Federal laws and regulations will apply to use of FEMA funds.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Pre-bid Conference

Pre-bid conference attendance is not required. A pre-bid conference is scheduled on March 8, 2022 at 2:00 PM at the City of New Bern Public Works Department, located at 1004 S. Glenburnie. The pre-bid meeting will also be available virtually, through Microsoft Teams. Access to the online video conference shall be made available to all interested parties at least 24 hours prior to the scheduled meeting. Interested parties are required to contact Kim Phillips by email at kphillips@daa.com to request the conference link.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of New Bern

By: Al Cablay

Title: Director of Public Works

Date: February 8, 2022

AGENDA ITEM COVER SHEET



Agenda Item Title:

Adopt resolution approving submission of funding application the North Carolina Department of Water Infrastructure for planning grant.

Date of Meeting: 4/12/2	022	Ward # if applicable: N/A	
Department: Public Utilities – Water Resources		Person Submitting Item: Jordan Hughes	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A	
	Sta SS :l :	DWI alonging and and indication for any to	
Explanation of Item:	Staff is working on DWI planning grant application for up to \$400,000 in zero match funding for improvements at the WWTP. Board resolution is required a part of the application package.		
Actions Needed by Board:	Adopt resolution approving submission of funding application the North Carolina Department of Water Infrastructure for planning grant.		
Backup Attached:	Memo from Jordan Hughes and draft resolution for authorizing submission of grant application.		
Is item time sensitive?	⊠Yes □ No		
Will there be advocates	opponents at th	ne meeting? Yes No	
Cost of Agenda Item: \$6			
		een budgeted and are funds available	
and certified by the Fin	ance Director?	⊔Yes ⊔ No	

Additional Notes:



Department of Public Utilities Water Resources 527 NC Highway 55 West, P.O. Box 1129 New Bern, NC 28563 (252) 639-7526

MEMORANDUM

TO:

Mayor and Board of Aldermen

FROM:

Jordan B. Hughes P.E., City Engineer

DATE:

March 28, 2022

SUBJECT:

Recommendation to Approve Submission of Funding Application to the North

Carolina Division of Water Infrastructure for Planning Grant.

Background Information:

In late 2021, the NC General Assembly issued Session Law 2021-180, Sente Bill 105, which appropriated \$1.69 billion from the State's allocation of the American Rescue Plan Act (ARPA) for drinking water, wastewater, and stormwater investments throughout the State. Of these funds, \$77.6 million has been designated for grants to conduct project engineering, design, or other preconstruction activities for drinking water and wastewater projects. These planning grants may be awarded for up to \$400,000 and require zero matching funds.

In reviewing the application criteria for the planning grant and the types of projects that would be eligible, it was determined that an engineering analysis for rehabilitation and resiliency improvements at the New Bern WWTP will be a strong candidate for this grant program. Staff is currently preparing a grant application package for this engineering work, which must be submitted to the NC Division of Water Infrastructure by May 2, 2022.

For the application package to be considered complete, it must include a standard resolution by the applicants governing board, authorizing submission of the grant application.

Recommendation:

In order to move forward with submission if the planning grant application, the Department of Public Utilities is recommending the approval of a resolution authorizing the City's submission of funding application to the North Carolina Division of Water Infrastructure.

Attached please find a draft resolution for approving the submission of funding application to the North Carolina Division of Water Infrastructure.

Please contact me if there are any questions or if additional information should be required.

RESOLUTION APPROVING SUBMISSION OF FUNDING APPLICATION TO THE NORTH CAROLINA DIVISION OF WATER INFRASTRUCTURE

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of studies of wastewater treatment works projects; and

WHEREAS, the City of New Bern has need for and intends to conduct a study on a wastewater treatment works project described as Rehabilitation and Resiliency Improvements to the New Bern Wastewater Treatment Plant; and

WHEREAS, the City of New Bern intends to request State loan and/or grant assistance for the project; and

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

That the City of New Bern, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of New Bern to make scheduled repayment of the loan, to withhold from the City of New Bern any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Foster Hughes, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 12th day of April, 2022 at New Bern, North Carolina.

	DANA E. OUTLAW, MAYOR
BRENDA E. BLANCO, CITY CLERK	

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of New Bern does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of New Bern duly held on the 12th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereur	nto set my hand this	_ day of April, 2022
	BRENDA E. BLANCO, CITY	CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:Adopt resolution approving submission of funding application the North Carolina Department of Water Infrastructure for construction grant.

Date of Meeting: 4/12/2022		Ward # if applicable: N/A		
Department: Public Utilities – Water Resources		Person Submitting Item: Jordan Hughes		
Call for Public Hearing: □Yes□No		Date of Public Hearing: N/A		
Explanation of Item:	Staff is working on DWI construction grant application for up to \$5,000,000 in zero match funding for improvements at the WWTP. Board resolution is required a part of the application package.			
Actions Needed by Board:	Adopt resolution approving submission of funding application the North Carolina Department of Water Infrastructure for construction grant.			
Backup Attached:	Memo from Jordan Hughes and draft resolution for authorizing submission of grant application.			
Is item time sensitive? ⊠	Yes □No			
Will there be advocates/o	opponents at th	e meeting? □Yes ⊠ No		
Cost of Agenda Item: \$0				
	· .	een budgeted and are funds available		
and cartified by the Fina	nca Director?	IVes No		

Additional Notes:



Department of Public Utilities Water Resources 527 NC Highway 55 West, P.O. Box 1129 New Bern, NC 28563 (252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Jordan B. Hughes P.E., City Engineer

DATE: March 28, 2022

SUBJECT: Recommendation to Approve Submission of Funding Application to the North

Carolina Division of Water Infrastructure for Construction Grant.

Background Information:

In late 2021, the NC General Assembly issued Session Law 2021-180, Sente Bill 105, which appropriated \$1.69 billion from the State's allocation of the American Rescue Plan Act (ARPA) for drinking water, wastewater, and stormwater investments throughout the State. Of these funds, \$54.1 million has been designated for construction grants for drinking water and wastewater projects in systems that have not been designated as distressed or categorized as at-risk. These construction grants may be awarded for up to \$5,000,000 and require zero matching funds.

In reviewing the application criteria for the construction grant and the types of projects that would be eligible, it was determined that Rehabilitation and Resiliency Improvements to the New Bern Wastewater Treatment Plant will be a strong candidate for this grant program. Staff is currently preparing a grant application package for this construction work, which must be submitted to the NC Division of Water Infrastructure by May 2, 2022.

For the application package to be considered complete, it must include a standard resolution by the applicants governing board, authorizing submission of the grant application.

Recommendation:

In order to move forward with submission if the construction grant application, the Department of Public Utilities is recommending the approval of a resolution authorizing the City's submission of funding application to the North Carolina Division of Water Infrastructure.

Attached please find a draft resolution for approving the submission of funding application to the North Carolina Division of Water Infrastructure.

Please contact me if there are any questions or if additional information should be required.

RESOLUTION APPROVING SUBMISSION OF FUNDING APPLICATION TO THE NORTH CAROLINA DIVISION OF WATER INFRASTRUCTURE

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works projects; and

WHEREAS, the City of New Bern has need for and intends to construct a wastewater treatment works project described as Rehabilitation and Resiliency Improvements to the New Bern Wastewater Treatment Plant; and

WHEREAS, the City of New Bern intends to request State loan and/or grant assistance for the project; and

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

That City of New Bern, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of New Bern to make scheduled repayment of the loan, to withhold from the City of New Bern any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Foster Hughes, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant**

with the State of North Carolina for a loan and/or grant to aid in the study of or construction

of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and

directed to furnish such information as the appropriate State agency may request in

connection with such application or the project: to make the assurances as contained

above; and to execute such other documents as may be required in connection with the

application.

That the **Applicant** has substantially complied or will substantially comply with all

Federal, State, and local laws, rules, regulations, and ordinances applicable to the project

and to Federal and State grants and loans pertaining thereto.

Adopted this the 12th day of April, 2022 at New Bern, North Carolina.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of New Bern does hereby certify:

That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of New Bern duly held on the 12th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto	set my hand this	day of April, 2022.
	RENDA E. BLANCO, CITY	CLERK

Racetrack Road: Widening/Resurfacing Project

Railroad crossing to Neuse Boulevard



1

Racetrack Road: Widening/Resurfacing Project

Elizabeth Avenue to the railroad crossing



2

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

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: March 31, 2022

SUBJECT: Appointments to the Friends of New Bern Firemen's Museum

Dave Finn, George Halyak, and John Meehan's terms on the Friends of New Bern Firemen's Museum Board will expire on April 22, 2022. All are actively involved in the museum and have expressed an interest in continuing to serve in this capacity. The Board is asked to consider reappointing each of the individuals.