

**CITY OF NEW BERN  
BOARD OF ALDERMEN MEETING  
FEBRUARY 13, 2024 – 6:00 P.M.  
CITY HALL COURTROOM  
300 POLLOCK STREET**

1. Meeting opened by Mayor Odham. Prayer Coordinated by Alderman Kinsey. Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.
4. Request and Petition of Citizens.

Consent Agenda

5. Consider Adopting a Resolution to Initiate the Upset Bid Process for 515 First Avenue.
6. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1017 Main Street.
7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1010 Green Street.
8. Consider Adopting a Resolution to Close Specific Streets for the First Capital Antique Car Show.
9. Consider Adopting a Resolution to Close Specific Streets for the Fun in the Sun Cruise to New Bern Car Show.
10. Consider Adopting a Resolution Amending the Street Closure for Vision Forward's Annual Black History Parade.
11. Consider Adopting a Resolution Designating the Mayor or His Designee as Applicant's Agent to Sign HUD-Related Documents.
12. Approve Minutes.

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13. Introduction of New Litter Campaign.
14. Consider Adopting a Resolution Approving the Sale of 801 Queen Street.
15. Consider Adopting a Resolution Approving the Sale of 512 Second Street.

16. Consider Adopting a Resolution Authorizing the Mayor to Execute an Agreement with Refreshing Lives Church for the Purchase and Sale of Improved Real Property at 212 Kale Road.
17. Consider Adopting an Ordinance to Amend Section 70-217 of Chapter 70 – Traffic and Vehicles, Article VI – Stopping, Standing and Parking.
18. Discussion of Board's Rules of Procedure.
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  
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

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



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

**Memo to: Mayor and Board of Aldermen**  
**From: Foster Hughes, City Manager**  
**Date: February 09, 2024**  
**Re: February 13, 2024 Agenda Explanations**

- 1. Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Kinsey. Pledge of Allegiance.**
- 2. Roll Call.**
- 3. Approve Agenda.**
- 4. Request and Petition of Citizens.**

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

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

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

## Consent Agenda

**5. Consider Adopting a Resolution to Initiate the Upset Bid Process for 515 First Avenue.**

(Ward 2) Nikkel Reeves has submitted a bid of \$2,800 for the purchase of 515 First Avenue. The property is a vacant 0.074-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in March of 2013 through tax foreclosure. A copy of the offer, tax card, map and pictures of the property are attached along with a memo from Brenda Blanco, City Clerk.

**6. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1017 Main Street.**

(Ward 5) The Third Property Development & Estate Investment Group, LLC has submitted a bid of \$3,000 for the purchase of 1017 Main Street. The property is a vacant 0.125-acre residential parcel with a tax value of \$6,000. It was acquired jointly by the City and County in December of 2013 through tax foreclosure. A copy of the offer, tax card, map and pictures of the property are attached along with a memo from Ms. Blanco.

**7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1010 Green Street.**

(Ward 5) The Third Property Development & Estate Investment Group, LLC also submitted a bid of \$2,700 for the purchase of 1010 Green Street. While GIS indicates a manufactured home is on the property, the property is a vacant 0.069-acre residential parcel. The manufactured home is actually situated at 1008 Green Street and encroaches 1010 Green Street. The assessed value of the land for 1010 Green Street is \$5,400, and the bid is based on that value. This property was recently acquired by the City and County in November of 2023 through tax foreclosure.

**8. Consider Adopting a Resolution to Close Specific Streets for the First Capital Antique Car Show.**

(Ward 1) On behalf of the First Capital Chapter of the Antique Automobile Club of America, Michael Wilson has requested the 200-300 blocks of Middle Street, 300-400 blocks of Pollock Street, and the 300 block of Craven Street be closed to vehicular traffic from 4:30 a.m. until 4 p.m. on May 11, 2024 for its annual car show. A memo from Kari Warren, Director of Parks and Recreation, a copy of the event application, and a map of the route are provided.

**9. Consider Adopting a Resolution to Close Specific Streets for the Fun in the Sun Cruise to New Bern Car Show.**

(Ward 1) Benny and Carol Huff, on behalf of Fun in the Sun, have requested the 200-300 blocks of Middle Street be closed to vehicular traffic from 6 a.m. until 3

p.m. on October 26, 2024 for a car show. Attached is a memo from Mrs. Warren, a copy of the event application, and a map of the route.

**10. Consider Adopting a Resolution Amending the Street Closure for Vision Forward's Annual Black History Parade.**

(Wards 1, 2 and 5) On November 14, 2023, the Board adopted a resolution closing specific streets for the annual black history parade. The organizer, Vision Forward, made an error in the requested route. This resolution amends the street closure to close the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 400-600 blocks of George Street, and 700-1200 blocks of Cedar Street to vehicular traffic from 10:00 a.m. until 2:30 p.m. on February 17, 2024. A rain date of February 24, 2024 is sought, as well as the use of Henderson Park. Attached is a memo from Mrs. Warren, a copy of the resolution adopted in November, and a revised map of the route.

**11. Consider Adopting a Resolution Designating the Mayor or His Designee as Applicant's Agent to Sign HUD-Related Documents.**

As a recipient of CDBG funds from the Department of Housing and Urban Development ("HUD"), the City is required to sign HUD-related documents associated with the funding. This resolution names the position of Mayor as the City's certifying officer and allows the Mayor to delegate this authority to the named City Manager by written notice to HUD. A memo from D'Aja Fulmore, Community Development Coordinator, is attached.

**12. Approve Minutes.**

Draft minutes from the January 23, 2024 meeting are provided for review and approval.

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**13. Introduction of New Litter Campaign.**

A new litter reduction campaign is launching with a tagline "Keep New Bern Clean...We Can't Bear Litter." George Chiles, Director of Public Works, and Kari Warren, Director of Parks and Recreation, will share a presentation to provide an overview of the new program.

**14. Consider Adopting a Resolution Approving the Sale of 801 Queen Street.**

(Ward 1) After receiving an offer of \$3,750 from Phil Hedrick for the purchase of 801 Queen Street (PID 8-008-141), the bid was advertised but no upset bids were received. The property is a vacant 0.06-acre residential lot acquired by the City and County in 2016 through tax foreclosure. If the property is sold for this offer, the City will receive \$699.11 and the County \$3,050.89 from the proceeds. A memo

from Ms. Blanco is attached along with a quitclaim deed, copy of the offer, pictures of the property, and the tax card.

**15. Consider Adopting a Resolution Approving the Sale of 512 Second Street.**

(Ward 2) All Access Enterprises submitted a bid of \$2,700 for the purchase of 512 Second Avenue (PID 8-012-A-230), a vacant 0.07-acre residential lot acquired by the City and County in 2013 through tax foreclosure. The bid was advertised, but no upset bids were received. If the property is sold for this offer, the City will receive \$995.38 and the County \$1,704.62 from the proceeds. A memo from Ms. Blanco is attached along with a quitclaim deed and backup associated with the offer.

**16. Consider Adopting a Resolution Authorizing the Mayor to Execute an Agreement with Refreshing Lives Church for the Purchase and Sale of Improved Real Property at 212 Kale Road.**

The Department of Public Utilities located at 210 Kale Road is in need of additional space to expand its offices, storage, and parking. The adjacent property at 212 Kale Road is available for purchase and would be beneficial in meeting that need. It consists of three separate buildings situated on 1.34 acres, one of which is warehouse space. The purchase price is \$1.4 million. A memo from Charlie Bauschard, Director of Public Utilities, is attached along with pictures of the property and the agreement for purchase.

**17. Consider Adopting an Ordinance to Amend Section 70-217 of Chapter 70 – Traffic and Vehicles, Article VI – Stopping, Standing and Parking.**

Motorists are parking vehicles on the left side of the street, which creates a safety hazard. Such activity is in violation of NCGS §20-146. This ordinance will amend Chapter 70 to make this action unlawful throughout the City, not just in the downtown area. A memo from Police Chief Patrick Gallagher is attached.

**18. Discussion of Board's Rules of Procedure.**

At the January 09, 2024 meeting, the Board voted to review and discuss its rules of procedure. A copy of the current rules, which were last amended on January 09, 2018, are provided for reference. A cross-reference to applicable state statutes is also provided.

**19. Appointment(s).**

William Hand has resigned from the Bike and Pedestrian Advisory Committee, and a new appointment is needed to fill his seat. The appointee will serve in Seat 2 with a term expiration of July 10, 2026.

**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  
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 515 First Avenue

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> 2                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | Nikkel Reeves has tendered an offer of \$2,800 for the purchase of 515 First Avenue, PID 8-012-A-224. The property is a vacant 0.074-acre residential lot that was acquired by the City and County in 2013 through tax foreclosure. |
| <b>Actions Needed by Board:</b>  | Consider adopting the resolution  |
| <b>Backup Attached:</b>  | Memo, resolution, offer to purchase, map and pictures of the property   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |

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

**Additional Notes:**

**Aldermen**

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



**NEW BERN**  
CITY OF NEW BERN

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

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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** February 02, 2024  
**SUBJECT:** Offer to Purchase 515 First Avenue

Nikkel Reeves has submitted a bid of \$2,800 for the purchase of 515 First Avenue. The property is a vacant 0.074-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in March of 2013 through tax foreclosure.

Attached are recent pictures of the property, the tax card, offer to purchase, and a preliminary estimate of proceeds.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 515 First Avenue, Craven County parcel identification number 8-012-A-224; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,800.00 submitted by Nikkel Reeves; and

WHEREAS, Nikkel Reeves 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 Nikkel Reeves.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 515 FIRST AVE, NEW BERN, NC 28560

Subdivision Name:

Tax Parcel ID No.: 8-012-1-224 8-012-A-224

Plat Reference: 21572

Being all of that property more particularly described in Deed Book 3176, Page 0544 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$2800 and shall be paid as follows:

(a) \$2800, EARNEST MONEY DEPOSIT with this offer by [ ] cash [ ] bank check [x] 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) \$0, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials NR Seller Initials

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

BUYER:

(If an individual)



\_\_\_\_\_  
 Name: Nikkel Reeves  
 Date: 01/08/2024  
 Address: 7676 Wolford Way  
LORTON, VA 22079  
 Phone: 4438571095

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

(If a business entity)

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer Initials NR Seller Initials \_\_\_\_\_

**Craven County Geographic Information System**



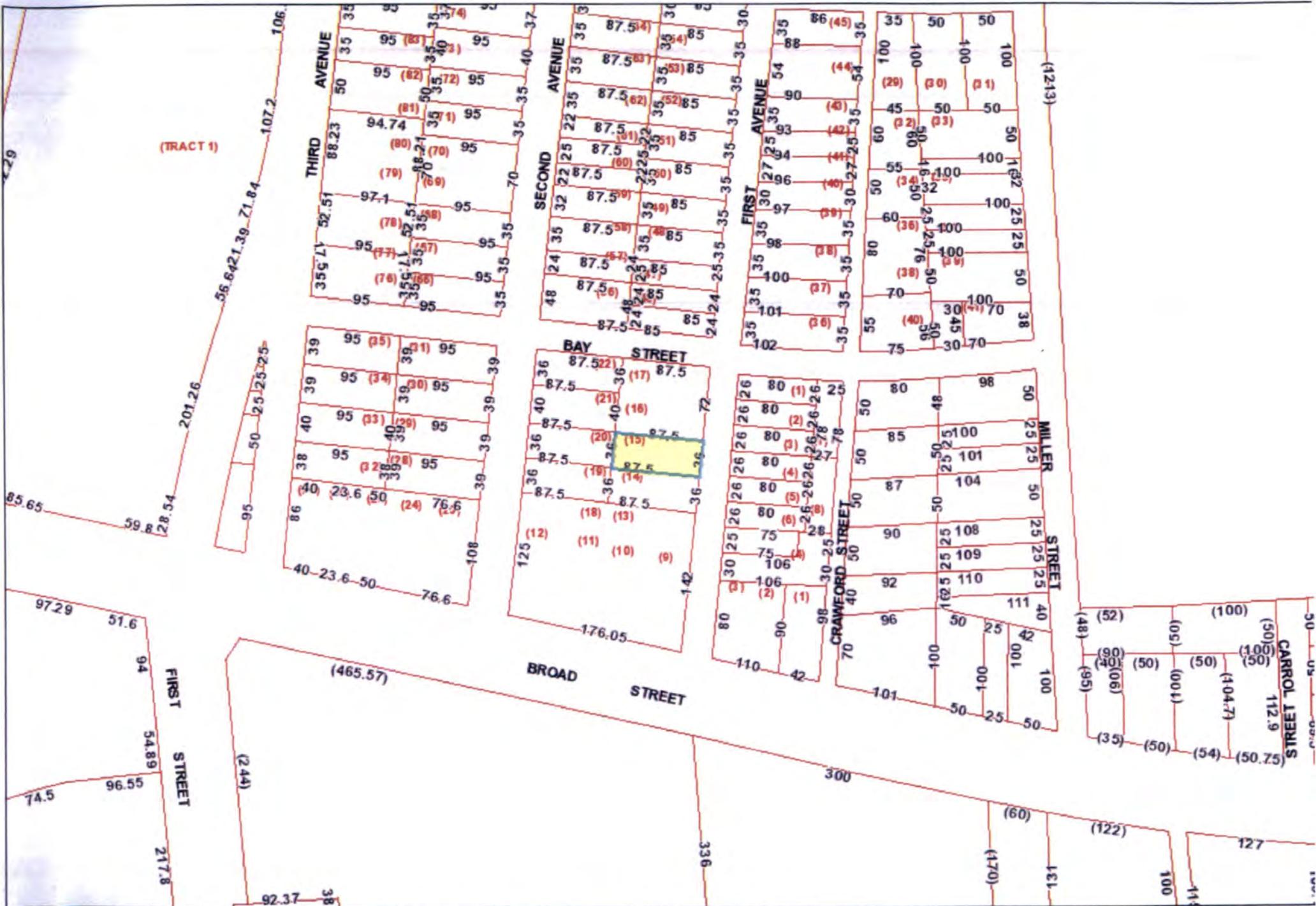
Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/22/2024 at 3:27:20 PM  
**PARCEL ID : 8-012-A -224**

|                                     |                                  |                                    |                          |
|-------------------------------------|----------------------------------|------------------------------------|--------------------------|
| <b>Owner :</b>                      | Craven County & New Bern-City of |                                    |                          |
| <b>Mailing Address :</b>            | PO BOX 1128 NEW BERN, NC 28563   |                                    |                          |
| <b>Address of Property :</b>        | 515 FIRST AVE                    |                                    |                          |
| <b>Subdivision :</b>                |                                  |                                    |                          |
| <b>Property Description :</b>       | 515 FIRST AVE; LOT 15 WEST END   |                                    |                          |
| <b>Assessed Acreage :</b>           | 0.074                            |                                    |                          |
| <b>Deed Book Page :</b>             | 3176 0544                        | <b>Deed Recording Date :</b>       | 3 13 2013                |
| <b>Land Value :</b>                 | \$5,400                          | <b>Recorded Survey :</b>           |                          |
| <b>Total Improvement(s) Value :</b> | \$0                              | <b>Life Estate Deed :</b>          |                          |
| <b>Total Assessed Value :</b>       | \$5,400                          | <b>Estate File Year-E-Folder :</b> |                          |
| <b>Number of Improvements:</b>      | 0                                | <b>Tax Exempt :</b>                | Yes                      |
| <b>City Name :</b>                  | NEW BERN                         | <b>Fire Tax District :</b>         |                          |
| <b>Drainage District :</b>          |                                  | <b>Lot Dimension :</b>             |                          |
| <b>Special District :</b>           |                                  | <b>Land Use :</b>                  | VACANT - RESIDENTIAL LOT |

**Recent Sales Information**

| Sale Date<br>Deed      | Seller Name            | Buyer Name                       | Type of Sale      | Sale Price |
|------------------------|------------------------|----------------------------------|-------------------|------------|
| 3/13/2013<br>3176-0544 | MILLER, CHARLILLIE HRS | Craven County & New Bern-City of | STRAIGHT TRANSFER | \$4,500    |
| 1/1/1931<br>0299-0163  | MILLER, CHARLILLIE     | MILLER, CHARLILLIE HRS           | STRAIGHT TRANSFER | \$0        |

**Buildings or improvements where not found on this parcel.**



# Craven County GIS 515 First Ave PID 8-012-A-224

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 22, 2024 at 3:28:23 PM

1 inch = 125 feet



515 First Avenue



515 First Avenue



ESTIMATE OF DIVISION OF PROCEEDS

|  |             |             |             |
|--|-------------|-------------|-------------|
| Property: 515 First Avenue, PID: 8-012-A-224           |             |             |             |
| Offer Amount   |             |             | \$ 2,800.00 |
| Less: Reimb to City for publication of notice of offer |             | \$ -        |             |
| Balance  |             |             | \$ 2,800.00 |
| County cost reimbursement                              |             | \$ 2,474.41 |             |
| City cost reimbursement                                |             | \$ -        | \$ 2,474.41 |
| Remaining Balance                                      |             |             | \$ 325.59   |
| County Taxes at Foreclosure                            | \$ 620.33   | 47.468%     | \$ 154.55   |
| City Taxes/Priority Liens at Foreclosure               | \$ 686.51   | 52.532%     | \$ 171.04   |
| Total Taxes  | \$ 1,306.84 |             |             |
| County Total   | \$ 2,628.96 |             |             |
| City Total   | \$ 171.04   |             |             |

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1017 Main Street

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> 5                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | The Third Property Development & Estate Investment Group, LLC has tendered an offer of \$3,000 for the purchase of 1017 Main Street, PID 8-007-094. The property is a vacant 0.125-acre residential lot that was acquired by the City and County in 2013 through tax foreclosure. |
| <b>Actions Needed by Board:</b>  | Consider adopting the resolution  |
| <b>Backup Attached:</b>  | Memo, resolution, offer to purchase, map and pictures of the property   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |

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

**Additional Notes:**

**Aldermen**

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



**NEW BERN**  
**CITY OF NEW BERN**

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

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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** February 02, 2024  
**SUBJECT:** Offer to Purchase 1017 Main Street

The Third Property Development & Estate Investment Group, LLC has submitted a bid of \$3,000 for the purchase of 1017 Main Street. The property is a vacant 0.125-acre residential parcel with a tax value of \$6,000. It was acquired jointly by the City and County in December of 2013 through tax foreclosure.

Attached are recent pictures of the property, the tax card, offer to purchase, and a preliminary estimate of proceeds.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 1017 Main Street, Craven County parcel identification number 8-007-094; 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 \$3,000.00 submitted The Third Property Development & Estate Investment Group LLC; and

WHEREAS, The Third Property Development & Estate Investment Group LLC has paid the required five percent (5%) deposit on the offer.

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to The Third Property Development & Estate Investment Group LLC.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1017 Main Street

Subdivision Name:

Tax Parcel ID No.: 8-007-094

Plat Reference:

Being all of that property more particularly described in Deed Book 3249, Page 0805 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 3,000 and shall be paid as follows:

(a) \$ 300.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [ ] bank check [ ] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,700.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials [Signature] Seller Initials

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

BUYER:

(If an individual)

\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(If a business entity)

By: Edward Anfole III (SEAL)

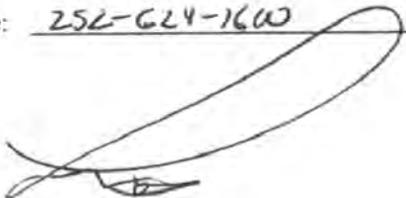
Its: Owner

Date: 1/29/24

Address: 2205 Foxhorn Rd

Trout Woods NC 27562

Phone: 252-624-1600



SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials EA

Seller Initials \_\_\_\_\_

**Craven County Geographic Information System**



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/29/2024 at 10:14:45 AM

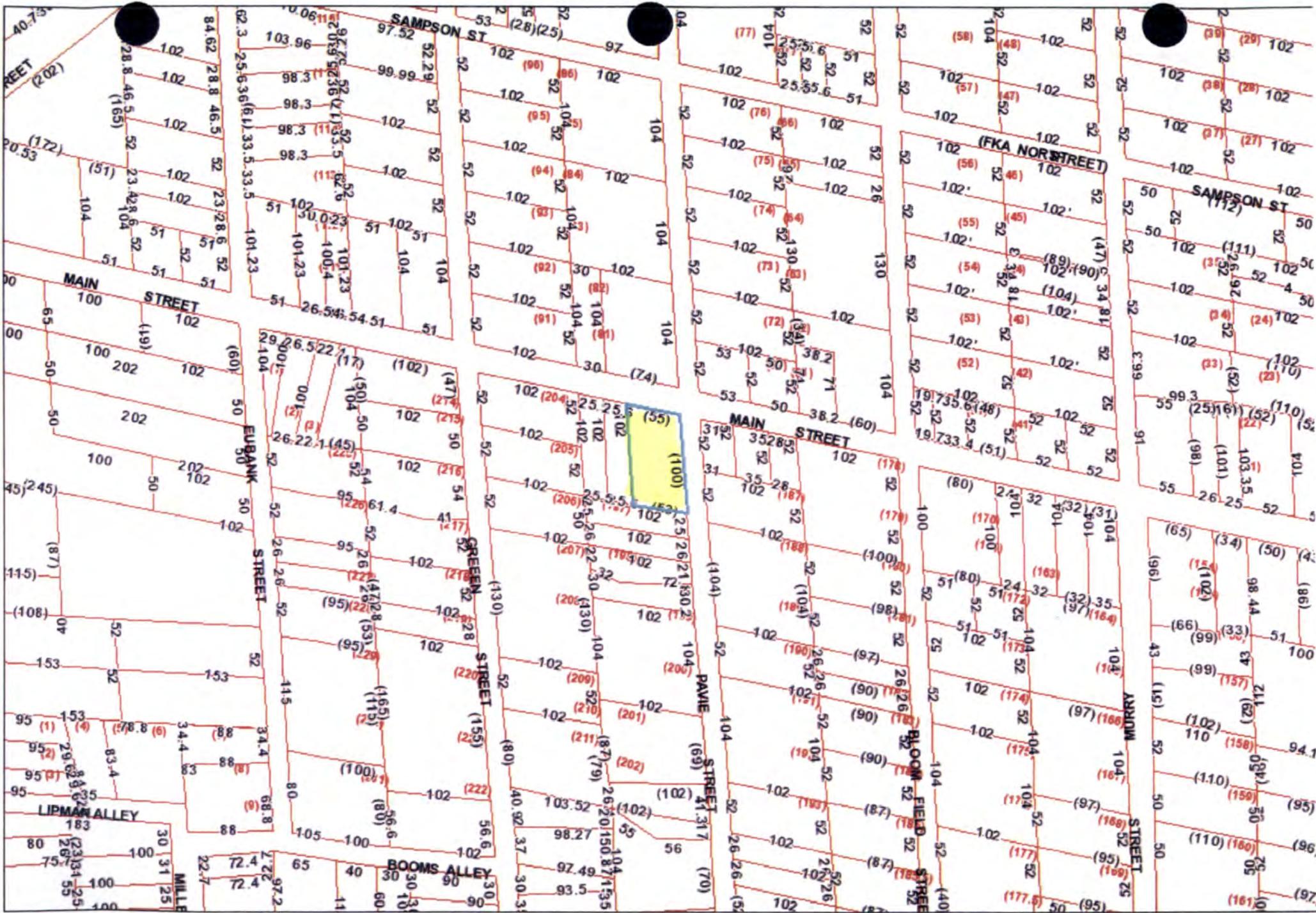
**PARCEL ID : 8-007 -094**

|                                     |                                  |                                    |                            |
|-------------------------------------|----------------------------------|------------------------------------|----------------------------|
| <b>Owner :</b>                      | CRAVEN COUNTY & NEW BERN-CITY    |                                    |                            |
| <b>Mailing Address :</b>            | 406 CRAVEN ST NEW BERN, NC 28560 |                                    |                            |
| <b>Address of Property :</b>        | 1017 MAIN ST                     |                                    |                            |
| <b>Subdivision :</b>                |                                  |                                    |                            |
| <b>Property Description :</b>       | 1017 MAIN ST & 843 PAVIE AVE     |                                    |                            |
| <b>Assessed Acreage :</b>           | 0.125                            | <b>Deed Recording Date :</b>       | 12 17 2013                 |
| <b>Deed Book Page :</b>             | 3249 0805                        | <b>Recorded Survey :</b>           |                            |
| <b>Land Value :</b>                 | \$6,000                          | <b>Life Estate Deed :</b>          |                            |
| <b>Total Improvement(s) Value :</b> | \$0                              | <b>Estate File Year-E-Folder :</b> |                            |
| <b>Total Assessed Value :</b>       | \$6,000                          | <b>Tax Exempt :</b>                | Yes                        |
| <b>Number of Improvements:</b>      | 0                                | <b>Fire Tax District :</b>         |                            |
| <b>City Name :</b>                  | NEW BERN                         | <b>Lot Dimension :</b>             |                            |
| <b>Drainage District :</b>          |                                  | <b>Land Use :</b>                  | VACANT - RESIDENTIAL TRACT |
| <b>Special District :</b>           |                                  |                                    |                            |

**Recent Sales Information**

| Sale Date<br>Deed       | Seller Name      | Buyer Name                    | Type of Sale      | Sale Price |
|-------------------------|------------------|-------------------------------|-------------------|------------|
| 12/17/2013<br>3249-0805 | GILLIAM, AMY HRS | CRAVEN COUNTY & NEW BERN-CITY | STRAIGHT TRANSFER | \$7,000    |
| 1/1/2006<br>0312-0240   | GILLIAM, AMY     | GILLIAM, AMY HRS              | STRAIGHT TRANSFER | \$0        |

**Buildings or improvements where not found on this parcel.**





## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1010 Green Street

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> 5                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|  |  |
|--|--|
| <b>Explanation of Item:</b>  | The Third Property Development & Estate Investment Group, LLC has tendered an offer of \$2,700 for the purchase of 1010 Green Street, PID 8-006-239. The property is a vacant 0.069-acre residential lot that was acquired by the City and County in 2023 through tax foreclosure. |
| <b>Actions Needed by Board:</b>  | Consider adopting the resolution   |
| <b>Backup Attached:</b>  | Memo, resolution, offer to purchase, map and pictures of the property  |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |

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

**Additional Notes:**

**Aldermen**

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



**NEW BERN**  
**CITY OF NEW BERN**

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

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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** February 02, 2024  
**SUBJECT:** Offer to Purchase 1010 Green Street

The Third Property Development & Estate Investment Group, LLC has submitted a bid of \$2,700 for the purchase of 1010 Green Street. While GIS indicates a manufactured home is on the property, the property is a vacant 0.069-acre residential parcel. The manufactured home is actually situated on 1008 Green Street and encroaches 1010 Green Street. The assessed value of the land for 1010 Green Street is \$5,400, and the bid is based on that value. This property was recently acquired by the City and County in November of 2023 through tax foreclosure.

Attached are current pictures of the property, the tax card, offer to purchase, and a preliminary estimate of proceeds.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 1010 Green Street, Craven County parcel identification number 8-006-239 and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,700.00 submitted The Third Property Development & Estate Investment Group LLC; and

WHEREAS, The Third Property Development & Estate Investment Group LLC has paid the required five percent (5%) deposit on the offer.

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to The Third Property Development & Estate Investment Group LLC.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1010 Green Street
Subdivision Name: Text 229
Tax Parcel ID No.: 8-006-189
Plat Reference:

Being all of that property more particularly described in Deed Book 3782, Page 0251 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,700 and shall be paid as follows:

- (a) \$ 270.00, EARNEST MONEY DEPOSIT with this offer by [x] cash [ ] bank check [ ] certified check to be held by Seller until the sale is closed...
(b) \$ 2,430.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

- (a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.
(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

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

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

Buyer Initials [Signature] Seller Initials [Signature]

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

BUYER:

(If an individual)

\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

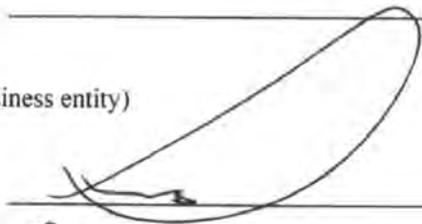
Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

(If a business entity)

By:  \_\_\_\_\_ (SEAL)

Its: Owner \_\_\_\_\_

Date: 1/31/24 \_\_\_\_\_

Address: 2205 Fox Horn Rd \_\_\_\_\_

Trout Woods NC, 28562

Phone: 252-624-1600 \_\_\_\_\_

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials   L          V   Seller Initials \_\_\_\_\_

**Craven County Geographic Information System**



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/31/2024 at 9:40:50 AM  
**PARCEL ID : 8-006 -239**

This parcel is being processed under a County Tax Foreclosure.  
 Call the Craven County Tax Office at 252-636-6605 for additional information.

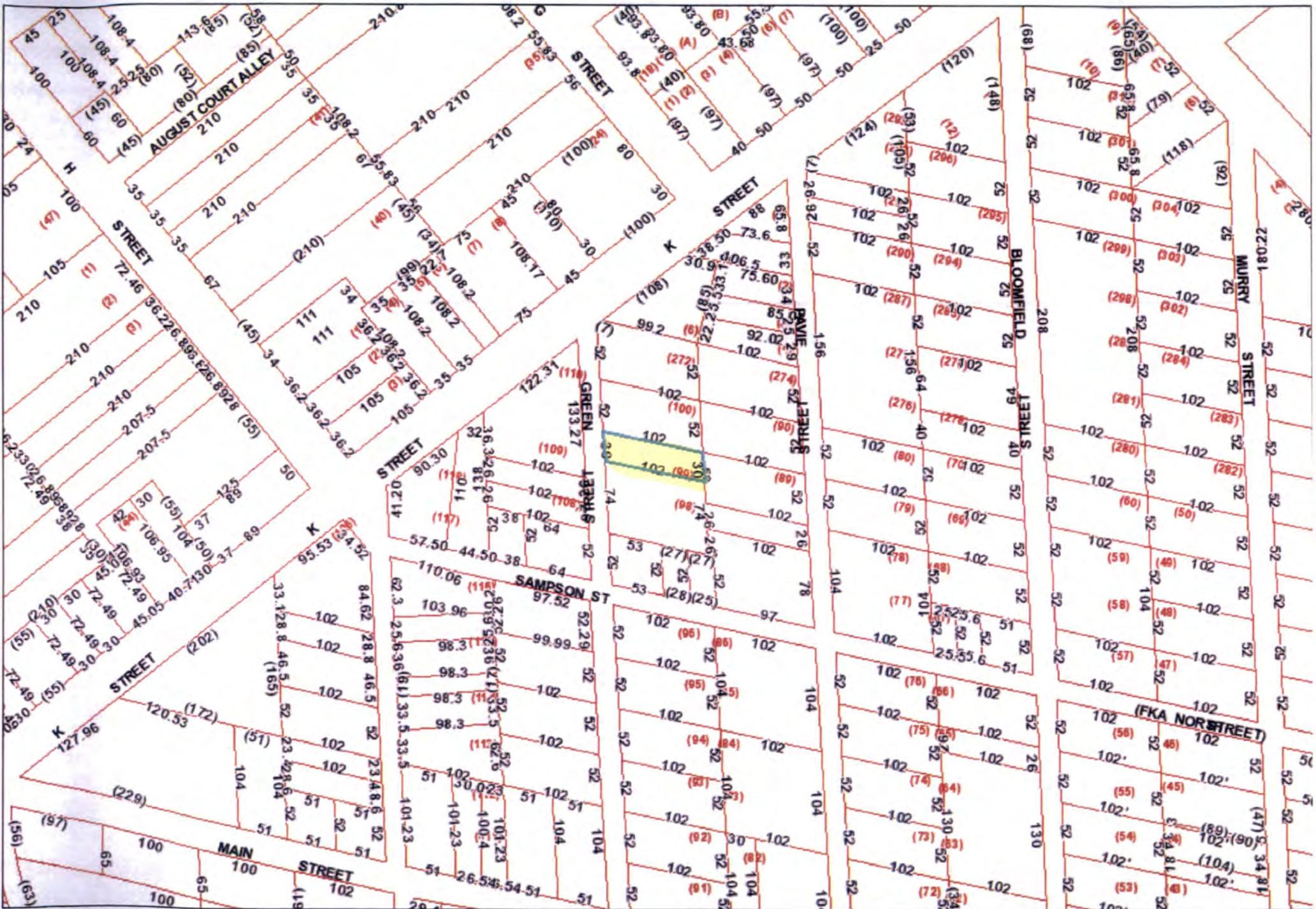
|                                     |                                  |                                    |  |
|-------------------------------------|----------------------------------|------------------------------------|--|
| <b>Owner :</b>                      | CRAVEN COUNTY & NEW BERN-CITY    |                                    |  |
| <b>Mailing Address :</b>            | 406 CRAVEN ST NEW BERN, NC 28560 |                                    |  |
| <b>Address of Property :</b>        | 1010 GREEN ST                    |                                    |  |
| <b>Subdivision :</b>                |                                  |                                    |  |
| <b>Property Description :</b>       | 1010 GREEN PT LT 99              |                                    |  |
| <b>Assessed Acreage :</b>           | 0.069                            |                                    |  |
| <b>Deed Book Page :</b>             | 3782 0251                        | <b>Deed Recording Date :</b>       | 11 17 2023                                       |
| <b>Land Value :</b>                 | \$5,400                          | <b>Recorded Survey :</b>           |  |
| <b>Total Improvement(s) Value :</b> | \$104,700                        | <b>Life Estate Deed :</b>          |  |
| <b>Total Assessed Value :</b>       | \$110,100                        | <b>Estate File Year-E-Folder :</b> |  |
| <b>Number of Improvements:</b>      | 1                                | <b>Tax Exempt :</b>                | Yes  |
| <b>City Name :</b>                  | NEW BERN                         | <b>Fire Tax District :</b>         |  |
| <b>Drainage District :</b>          |                                  | <b>Lot Dimension :</b>             |  |
| <b>Special District :</b>           |                                  | <b>Land Use :</b>                  | RESIDENTIAL - REAL PROPERTY<br>MANUFACTURED HOME |

**Recent Sales Information**

| <b>Sale Date<br/>Deed</b> | <b>Seller Name</b>                | <b>Buyer Name</b>               | <b>Type of Sale</b> | <b>Sale Price</b> |
|---------------------------|-----------------------------------|---------------------------------|---------------------|-------------------|
| 11/17/2023<br>3782-0251   | JONES, ANTWINE & BROWN, SARAH &   | CRAVEN COUNTY & NEW BERN-CITY   | STRAIGHT TRANSFER   | \$29,500          |
| 8/3/2005<br>2339-0888     | HOLLOWAY, ROBERT, STEVE & PHILLIP | JONES, ANTWINE & BROWN, SARAH & | STRAIGHT TRANSFER   | \$0               |

**Real Buildings and Improvements**

| <b>Type of Structure</b>       | <b>Year Built</b> | <b>Base Area<br/>1st Floor</b> | <b>Value</b> |
|--------------------------------|-------------------|--------------------------------|--------------|
| MANUFACTURED HOME - MULTI UNIT | 2005              | 1620                           | \$104,700    |



# Craven County GIS 1010 Green Street PID 8-006-239

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 31, 2024 at 9:41:41 AM

1 inch = 125 feet



1010 Green Street



1010 Green Street



# 1010 Green Street



ESTIMATE OF DIVISION OF PROCEEDS

|  |              |             |             |
|--|--------------|-------------|-------------|
| Property: 1010 Green Street, PID: 8-006-239            |              |             |             |
| Offer Amount   |              |             | \$ 2,700.00 |
| Less: Reimb to City for publication of notice of offer |              | \$ -        |             |
| Balance  |              |             | \$ 2,700.00 |
| County cost reimbursement                              |              | \$ 1,472.04 |             |
| City cost reimbursement                                |              | \$ 517.90   | \$ 1,989.94 |
| Remaining Balance                                      |              |             | \$ 710.06   |
| County Taxes at Foreclosure                            | \$ 19,309.78 | 70.748%     | \$ 502.36   |
| City Taxes/Priority Liens at Foreclosure               | \$ 7,983.81  | 29.252%     | \$ 207.70   |
| Total Taxes  | \$ 27,293.59 |             |             |
| County Total   | \$ 1,974.40  |             |             |
| City Total   | \$ 725.60    |             |             |

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to close streets for First Capital Antique Automobile Club of America Car Show.

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> Ward 1   |
| <b>Department:</b> Parks & Recreation   | <b>Person Submitting Item:</b> Kari Warren,<br>Director of Parks & Recreation |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A  |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | First Capital Antique Automobile Club of America has made a request to close the 200-300 blocks of Middle Street, the 300-400 blocks of Pollock Street, and the 300 block of Craven Street to vehicular traffic for the First Capital Antique Automobile Club of America Car Show on May 11, 2024, from 4:30 a.m. until 4:00 p.m. |
| <b>Actions Needed by Board:</b>  | Adopt the Resolution  |
| <b>Backup Attached:</b>  | Resolution – Memo – Application – Map   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |

**Cost of Agenda Item:** N/A

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

**Additional Notes:** N/A



**Aldermen**

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

**Kari Warren, CPRP**  
Director of Parks & Recreation

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



Date: February 13, 2024  
Memo To: Mayor and Board of Aldermen  
From: Kari Warren, CPRP *hw*  
Director of Parks and Recreation  
Re: First Capital Antique Automobile Club of America Car Show.

**Background Information:**

First Capital Antique Automobile Club of America has made a request to close the 200-300 blocks of Middle Street, the 300-400 blocks of Pollock Street, and the 300 block of Craven Street to vehicular traffic for the First Capital Antique Automobile Club of America Car Show on May 11, 2024, from 4:30 a.m. until 4:00 p.m. If the car show is cancelled due to inclement weather, it will not be rescheduled per the event organizer.

**Recommendation:**

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

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

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

## RESOLUTION

THAT WHEREAS, First Capital Antique Automobile Club of America has scheduled its annual car show and requested that the 200-300 blocks of Middle Street, the 300-400 blocks of Pollock Street, and the 300 block of Craven Street be closed to vehicular traffic from 4:30 a.m. until 4:00 p.m. on Saturday, May 11, 2024; and

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

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

That the 200-300 blocks of Middle Street, the 300-400 blocks of Pollock Street, and the 300 block of Craven Street be closed to vehicular traffic from 4:30 a.m. until 4:00 p.m. on May 11, 2024, for the First Capital Antique Automobile Club of America annual Car Show.

ADOPTED THIS 13<sup>TH</sup> DAY OF FEBRUARY 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

RECEIVED

JAN 23 REC'D

Street Closure

May 11, 24/Sat

CITY OF NEW BERN

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

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) - Public Assemblies and Parades.

This application along with attachments must be presented at least 60 days prior to the event date.

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

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

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

Name of Event/Activity: ANTIQUE CAR SHOW
Organization Name: 1st CAPITAL CHARTER AACA
Responsible Contact: MICHAEL WILSON
Address: 3907 SIENNA TRAIL
City: NEW BERN State: NC Zip code: 28562
Phone: 252-571-5635 Alternate Phone:
Email: MIKE WILSON 1940@MSN.COM

- Type of Event: [ ] Demonstration [ ] Festival [ ] Parade
Date of Event: 5/11/24 Proposed Rain Date:
Event Set up time: 4:30 A Event Tear Down Completed Time: 4:0 PM
Event Start Time: 10:00 A Event End Time: 3:30 P
Are you selling any goods or services? [ ] Yes\* [X] No
Are you charging an admission fee or collecting donations? [ ] Yes\* [X] No

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
200-300 blocks MIDDLE ST
300-400 blocks CRAVEN ST, 300-400 blocks POLLOCK ST

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

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

Estimated attendance: 300 ; Attendance not to exceed: 500
\*Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire\_department/crowd\_manager\_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.
Tents # Sizes Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

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

Are you requesting any City of New Bern Street Closures?  Yes\*  No

\*Any street closures require approval of the Board of Aldermen. Street closures must be received **at least 60 days in advance** for consideration. Street closures require barricades. A fee of **\$5.00 per barricade** must be paid 48 business hours prior to the event.

\*What Street(s) are you requesting to close? Be specific:

POLLOCK - HANCOCK TO CRAVEN - CRAVEN - POLLOCK TO BROAD  
MIDDLE - BROAD TO S. FRONT ST

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

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

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

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

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

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

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

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

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

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

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

The following items must be submitted with Application:

- Completed & Signed Application
- Detailed maps of parade route and/or festival (Event) layout
- Notification statement to residents/businesses (if road closure is requested)
- Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

Michael Bels 1/23/24  
 Authorized Signature Date

All documents have been provided and this application is recommended for approval  
 \_\_\_\_\_  
 Administrative Support Supervisor Date

This application has been approved.  
Hari Warren 1-23-24  
 Director of Parks & Recreation Date

| Total Anticipated Charges |                     |
|---------------------------|---------------------|
| Barricades:               | # _____<br>\$ _____ |
| Trash Collection:         | \$ _____            |
| City Staff:               | # _____<br>\$ _____ |
| Vendor Fees               | # _____<br>\$ _____ |
| Park/Facility Rental:     | \$ _____            |
| <b>Total Due:</b>         | <b>\$ _____</b>     |

- Have HOA's been notified?  Yes  No Spoke with: \_\_\_\_\_
- Approved by Department Date: 1-23-24 Staff Initials: KW
- Submitted for Board Approval Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All Paperwork collected Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All fees collected \$ \_\_\_\_\_ Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

City Sponsored Event  
 Yes  No

# DOWNTOWN NEW BERN



## ACCOMMODATIONS

- 1 Abbot Cottages & The Ziegler Suites
  - 2 Aerie Bed & Breakfast Guest House & Conf. Ctr.
  - 3 Bridge Pointe Hotel & Marina
  - 4 Candlewood Suites
  - 5 Captain's Stay
  - 6 Comfort Suites
  - 7 Courtyard By Marriott
  - 8 DoubleTree by Hilton New Bern Riverfront Hotel
  - 9 Hampton Inn
  - 10 Meadows Inn
  - 11 Springhill Suites by Marriott
- PUBLIC PARKING**
- 1 Unlimited Public Parking
  - 2 Limited Public Parking
- Street Parking\***
- \*Unlimited Street Parking and 2 Hour Street Parking are found throughout

## ATTRACTIONS

- 1 Tryon Palace
- 2 Tryon Palace Waystation
- 3 NC History Center
- 4 Birthplace of Pepsi
- 5 Bank of the Arts
- 6 Firemen's Museum
- 7 Attmore-Oliver House

## POINTS OF INTEREST

- + Places of Worship
- Public Restrooms
- ATM
- Gas Station
- Riverwalk

70W / 70E - 17N

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to close streets for Fun in the Sun Cruise to New Bern.

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> Ward 1   |
| <b>Department:</b> Parks & Recreation   | <b>Person Submitting Item:</b> Kari Warren,<br>Director of Parks & Recreation |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A  |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | Fun in the Sun Cruise has made a request to close the 200-300 blocks of Middle Street to vehicular traffic from 6:00 a.m. until 3:00 p.m. on Saturday, October 26, 2024, for Fun in the Sun Cruise to New Bern, North Carolina. |
| <b>Actions Needed by Board:</b>  | Adopt the Resolution  |
| <b>Backup Attached:</b>  | Resolution – Memo – Application – Map   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |

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

**Additional Notes:** N/A



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

Kari Warren, CPRP  
Director of Parks & Recreation

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



Date: February 13, 2024  
Memo To: Mayor and Board of Aldermen  
From: Kari Warren, CPRP  
Director of Parks and Recreation  
Re: Fun in the Sun Cruise to New Bern – Car Show

**Background Information:**

Fun in the Sun has made a request to close the 200-300 blocks of Middle Street to vehicular traffic from 6:00 a.m. until 3:00 p.m. on Saturday, October 26, 2024, for Fun in the Sun Cruise to New Bern – Car Show.

The Downtown Business Council was informed of this special event and the request for a street closure at their monthly meeting on January 25<sup>th</sup>, 2024. The council was supportive of the street closure for Fun in the Sun Cruise to New Bern – Car Show.

**Recommendation:**

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

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

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

## RESOLUTION

THAT WHEREAS, Fun in the Sun has requested that the 200-300 blocks of Middle Street be closed to vehicular traffic from 6:00 a.m. until 3:00 p.m. on Saturday, October 26, 2024 for a car show; and

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

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

That the 200-300 blocks of Middle Street be closed to vehicular traffic from 6:00 a.m. until 3:00 p.m. on October 26, 2024, for Fun in the Sun Cruise to New Bern, NC.

ADOPTED THIS 13<sup>TH</sup> DAY OF FEBRUARY 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Are you requesting any City of New Bern Street Closures?  Yes\*  No

\*Any street closures require approval of the Board of Aldermen. Street closures must be received at least 60 days in advance for consideration. Street closures require barricades. A fee of \$5.00 per barricade must be paid 48 business hours prior to the event

\*What Street(s) are you requesting to close? Be specific: This is to be determined by the City of New Bern and Fun in the Sun.  
200 & 300 Blocks of Middle Street

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

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

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

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

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

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

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

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

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

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

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

The following items must be submitted with Application:

- Completed & Signed Application
- Detailed maps of parade route and/or festival (Event) layout
- Notification statement to residents/businesses (if road closure is requested)
- Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

| Total Anticipated Charges |                     |
|---------------------------|---------------------|
| Barricades:               | # _____<br>\$ _____ |
| Trash Collection:         | \$ _____            |
| City Staff:               | # _____<br>\$ _____ |
| Vendor Fees               | # _____<br>\$ _____ |
| Park/Facility Rental:     | \$ _____            |
| Total Due:                | \$ _____            |

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

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

V. Matthews

2/2/24

Administrative Support Supervisor

Date

This application has been approved.

Director of Parks & Recreation

Date

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

City Sponsored Event

Yes  No

001 -

Are you requesting any City of New Bern Street Closures?  Yes\*  No

\*Any street closures require approval of the Board of Aldermen. Street closures must be received at least 60 days in advance for consideration. Street closures require barricades. A fee of \$5.00 per barricade must be paid 48 business hours prior to the event

\*What Street(s) are you requesting to close? Be specific: This is to be determined by the City of New Bern and Fun in the Sun.

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

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

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

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

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

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

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

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

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

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

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

The following items must be submitted with Application:

- Completed & Signed Application
- Detailed maps of parade route and/or festival (Event) layout
- Notification statement to residents/businesses (if road closure is requested)
- Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

| Total Anticipated Charges |                     |
|---------------------------|---------------------|
| Barricades:               | # _____<br>\$ _____ |
| Trash Collection:         | \$ _____            |
| City Staff:               | # _____<br>\$ _____ |
| Vendor Fees               | # _____<br>\$ _____ |
| Park/Facility Rental:     | \$ _____            |
| Total Due:                | \$ _____            |

Carol Huff 1/30/2024  
 Authorized Signature Date

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

\_\_\_\_\_  
 Administrative Support Supervisor Date

This application has been approved.

Mari Warren 2-7-2024  
 Director of Parks & Recreation Date

- Have HOA's been notified?  Yes  No Spoke with: \_\_\_\_\_
- Approved by Department Date: 2-7-24 Staff Initials: KW
- Submitted for Board Approval Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All Paperwork collected Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_
- All fees collected \$ \_\_\_\_\_ Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

City Sponsored Event  
 Yes  No

HANCOCK ST

BROAD ST

Chelsea Restaurant

Craven Arts Council  
300 Block

Christ Episcopal Church

POLLOCK ST

O'Marks Bldg.  
200 Block

MIDDLE ST

Bear Plaza

Craven St

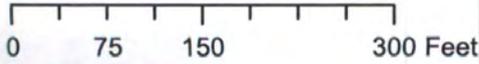
Captain Ratty

S FRONT ST

Road Closure:  
200 - 300 Block - Middle Street



Road Closure



0 75 150 300 Feet

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Amending the Street Closure for Vision Forward's Annual Black History Parade.

|   |  |
|---|--|
| <b>Date of Meeting:</b> 02/13/24  | <b>Ward # if applicable:</b> Wards 1, 2, 5                                   |
| <b>Department:</b> Parks & Recreation   | <b>Person Submitting Item:</b> Kari Warren<br>Director of Parks & Recreation |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A   |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | Vision Forward is seeking to amend the street closure for the annual Black History parade. The revised request is to close the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 400-600 blocks of George Street, and 700-1200 blocks of Cedar Street to vehicular traffic from 10:00 a.m. until 2:30 p.m. on February 17, 2024, with a rain date of February 24, 2024 |
| <b>Actions Needed by Board:</b>  | Adopt the Resolution  |
| <b>Backup Attached:</b>  | Resolution – Memo – Application - Map   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |

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

**Additional Notes:** N/A



**Aldermen**

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

**Kari Warren, CPRP**  
Director of Parks & Recreation

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



**Date:** February 13, 2024  
**Memo To:** Mayor and Board of Aldermen  
**From:** Kari Warren, CPRP *hw*  
Director of Parks & Recreation  
**Re:** Vision Forward Black History Parade

**Background Information:**

Vision Forward made an error in the previously approved street closure request, which was approved by the board on November 14<sup>th</sup>, 2023. They met with the City Manager to discuss on February 9<sup>th</sup>, 2024. It is now suggested that the closure be amended to close the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 400-600 block of George Street, and 700-1200 blocks of Cedar Street to vehicular traffic for Vision Forward's annual Black History Parade from 10:00 a.m. until 2:30 p.m. on February 17, 2024, with a rain date of February 24, 2024. A revised map, coversheet and resolution is attached for backup.

**Recommendation:**

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

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

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

## RESOLUTION

THAT WHEREAS, on November 14, 2023, the Board adopted Resolution #23-140 to close specific streets for the annual Black History Parade. The event organizer, Vision Forward, seeks to amend the street closure and requests the streets to be closed from 10:00 a.m. until 2:30 p.m. on Saturday, February 17, 2024, include the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 400-600 blocks of George Street, and 700-1200 blocks of Cedar Street. A rain date of February 24, 2024 is sought, as well as the use of Henderson Park; and

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

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

That the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 400-600 blocks of George Street, and 700-1200 blocks of Cedar Street shall be closed to vehicular traffic from 10:00 a.m. until 2:30 p.m. on February 17, 2024, for Vision Forward's Black History Parade, and the organizers shall have use of Henderson Park. A rain date of February 24, 2024 is also approved.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY 2024.

\_\_\_\_\_  
JEFFREY T. ODHAM, MAYOR

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK



Revised route: Black History Parade

**RESOLUTION**

THAT WHEREAS, Vision Forward is planning their annual Black History Parade and has requested that specific streets be closed to vehicular traffic from 10:00 a.m. until 2:30 p.m. on Saturday, February 17, 2024, with a rain date of February 24, 2024. Those streets are the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 700-900 blocks of Queen Street, 600 block of George Street, and 700-1200 blocks of Cedar Street. The organizer has also requested the use of Henderson Park; and

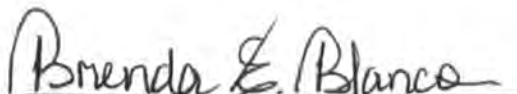
WHEREAS, the Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

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

That the 500-700 blocks of Third Avenue, 700-1200 blocks of Broad Street, 700-900 blocks of Queen Street, 600 block of George Street, and 700-1200 blocks of Cedar Street shall be closed to vehicular traffic from 10:00 a.m. until 2:30 p.m. on February 17, 2024, with a rain date of February 24, 2024, and organizers shall have use of Henderson Park for Vision Forward's annual Black History Parade.

ADOPTED THIS 14<sup>th</sup> DAY OF NOVEMBER 2023.

  
JEFFREY T. ODHAM, MAYOR

  
BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Designating the Mayor or His Designee as Applicant's Agent to Sign HUD-Related Documents.

|   |  |
|---|--|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> N/A   |
| <b>Department:</b> Development Services   | <b>Person Submitting Item:</b><br>D'Aja Fulmore, Community Development Coordinator |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>   |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | As a recipient of CDBG funds from the Department of Housing and Urban Development (HUD), the City is required to sign HUD related documents associated with CDBG funds which requires a designated applicant's agent. |
| <b>Actions Needed by Board:</b>  | Adopt Resolution  |
| <b>Backup Attached:</b>  | Memo, Resolution  |
| <b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |   |

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

**Additional Notes:**



## **MEMORANDUM**

**TO:** Mayor Jeffrey Odham, City of New Bern Board of Aldermen

**FROM:** D'Aja Fulmore, Community Development Coordinator

**DATE:** February 13, 2024

**SUBJECT:** Consider Adopting a Resolution Designating the Mayor or His Designee as Applicant's Agent to Sign HUD-Related Documents.

---

The City of New Bern is a recipient of Community Development Block Grant funds ("CDBG") from the US Department of Housing and Urban Development ("HUD") and is required to sign HUD-related documents associated with CDBG funds. As the City's certifying officer for HUD related documents, the Mayor may delegate this authority to the City Manager, as his designee by providing written notice to HUD.

The Board is asked to Consider Adopting a Resolution Designating the Mayor or His Designee as Applicant's Agent to Sign HUD-Related Documents. If you have any questions or need additional information, please contact D'Aja Fulmore at 252-639-7586 or Robert Gough at 252-639-7585.

## **RESOLUTION DESIGNATING APPLICANT'S AGENT**

WHEREAS, the City of New Bern is a recipient of Community Development Block Grant funds ("CDBG") from the US Department of Housing and Urban Development ("HUD") and is required to sign HUD-related documents associated with the CDBG funds.

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

The Mayor is hereby named the City's certifying officer as it relates to signing any HUD-related documents associated with CDBG funding, including but not limited to, grant agreements, vouchers, applications, letters, and contracts, and the Mayor may delegate this authority to the City Manager as his designee by providing written notice of such delegation to HUD.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

# AGENDA ITEM COVER SHEET



**Agenda Item Title:** Presentation on New Litter Reduction Program

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b>                      |
| <b>Department:</b> Parks & Recreation/Public Works  | <b>Person Submitting Item:</b><br>Colleen Roberts |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                    |

|  |  |
|--|--|
| <b>Explanation of Item:</b>  | The City is launching a new litter reduction program designed to engage and partner with the community to stop littering and commit to a clean, healthy environment. The "Keep New Bern Clean...We Can't Bear Litter" program will begin in March. It will include several opportunities to participate in community cleanups; an educational campaign to teach the public about recycling, reuse, and proper disposal; expanded options for businesses, nonprofits and groups to adopt a city street, block or park for regular cleanups, and more. Kari Warren, Director of Parks & Recreation, and George Chiles, Director of Public Works are here to present more information about this new program. |
| <b>Actions Needed by Board:</b>  |  |
| <b>Backup Attached:</b>  |  |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |

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

**Additional Notes:**

# Keep New Bern CLEAN WE CAN'T BEAR LITTER!



## City of New Bern Litter Reduction Campaign

### Community Engagement and Education

- **Educational Opportunities** – Develop a series of informational materials to be shared with the public to foster a culture of responsibility and care for our environment. Share messages and tips on proper trash disposal, recycling and reuse with community and visiting groups, as well as participants in our summer programs, annual camps, after-school care, New Bern 101, etc. Use the City’s “Bernie the Bear” mascot, where possible, to engage all ages in the campaign and to drive home the message to put trash in its proper place.
- **Collaboration with Businesses, Nonprofits, Environmental & Conservation Groups** - Partner with local businesses, nonprofits and other groups to display anti-litter materials, share the “Keep New Bern clean” message and encourage responsible waste disposal. Offer participating businesses recognition as environmentally responsible entities.
- **Public Service Announcements (PSAs)** - Develop and distribute PSAs featuring the Keep New Bern Clean campaign on City 3 TV and online platforms. Use emotionally impactful visuals and messages to drive home the importance of responsible waste disposal.
- **Interactive Website** - Create an interactive website where users can learn about the program, find local cleanup events, suggest areas of focus, and take a public pledge to commit to specific actions for a litter-free environment.
- **Branding** - Create an attractive branding strategy including a stylized logo and tagline, so that the litter reduction campaign is easily identifiable and inspires the public to a “call to action” to dispose of litter properly, respect the environment, and clean up areas where trash has been discarded.
- **Social Media** - Leverage popular social media platforms to spread awareness. Share engaging content, such as photos and videos. Demonstrate the successes of cleanup opportunities by taking before and after photos. Remind the public about community cleanup days. Invite the public to attend events like the City’s

Arbor Day celebration, where anti-litter messages and healthy environmental benefits and practices will be prevalent. Encourage users to share their own cleanup efforts with the hashtag #BearCleanChallenge. Share information and statistics on the long-term effects of litter in our waterways and environment.

- **Media Outreach** - Reach out to local media outlets for coverage. Provide press releases, organize interviews with campaign representatives, and showcase success stories. Highlight the positive impact of the campaign on the local environment.

### **Adoption Programs**

- **Adopt-a-Street/Adopt-a-Block** - Strengthen the existing Adopt-a-Street and Adopt-a-Block programs through targeted publicity, aimed at encouraging more residents and businesses to participate. Under this program, individuals, organizations and businesses who recognize the need for litter-free and visually improved streets can sign an agreement "adopting" a city street or block for a minimum period of four years and committing to regular cleanups. In turn, the individual or entity will be supplied with toolkits for each litter cleanup including gloves, safety vests, pickers, and trash bags. Once a scheduled cleanup is complete, the group returns the toolkit items and the City's Public Works department picks up and disposes of the bagged trash. The individual or entity is recognized with a Keep New Bern Clean sign bearing the person or group name mounted along the adopted street for the duration of the agreement.
- **Adopt-a-Park Program** - Launch an Adopt-a-Park program (similar to Adopt-a-Street), inviting potential adopters and the community to learn about the initiative and the benefits it brings to the community. Under the Adopt-a-Park program, an individual(s), organizations and businesses who recognize the need for litter-free public parks and visually improved public spaces can sign an agreement "adopting" a city park for a minimum period of four years and committing to regular cleanups. In turn, the individual(s) or entities will be supplied toolkits for each litter cleanup opportunity including gloves, safety vests, pickers, and trash bags. Once a scheduled cleanup is complete, the group returns the toolkit items and the City's Parks & Recreation department picks up and disposes of the bagged trash. The individual(s) or entities are also recognized with a Keep New Bern Clean sign bearing the person or group name mounted inside the adopted park for the duration of the agreement.

### **Community Cleanups**

- **Community Cleanup Days** - Facilitate monthly community cleanup days lasting from March through October, inviting city staff, elected officials and the public to participate in keeping our city clean. These cleanup days would foster a sense of unity and responsibility for a cleaner, healthier, prettier landscape, would allow participants to experience the effects of litter and the benefits of a cleaner

environment. They would also encourage neighborhoods and groups across the city to identify their own cleanup initiatives.

- **One-time Cleanups** – for individuals or groups who can't commit to Community Cleanup Days but who want to help keep the city clean, contact Public Works at (252)639-7501 to set up a scheduled cleanup date and to receive a toolkit.

#### **Infrastructure Improvement**

- **Increased Bin Availability** - Analyze high-traffic areas to assess the number of trash and recycling bins and develop a strategy, if necessary, for replacing or increasing these quantities. This objective will make it easier and more convenient for everyone to dispose of litter properly.
- **Signage** - Curate a series of signs that not only instruct but also inspire residents to take pride in their clean and beautiful surroundings.

#### **Incentive Program**

- **Rewards and Recognitions** - Establish an awards program to annually recognize all groups who participate in community cleanups as well as the City's Adopt-a-Street, Adopt-a-Block, and Adopt-a-Park programs. This recognition encourages sustained engagement. Participants would be invited to be recognized at a Board of Aldermen meeting.

#### **Measurement and Reporting**

- **Regular Surveys and Feedback** - Establish a platform for residents, participating businesses and community groups to provide feedback and suggestions, creating a two-way communication channel.
- **Monthly/Annual Reporting** - Document and share the journey through monthly and annual reports, creating a narrative of progress and community achievement.

#### **Investment**

- **Budget** – funds to support the program will be included in the annual budget for the Solid Waste division within Public Works.



Litter Reduction Program  
February 13, 2024

1

## Litter Reduction Program

- Keep New Bern Clean – We Can't Bear Litter!
- Annual program lasting from March through October
- Community engagement & education
- Expanded adoption programs
- Community cleanups
- Infrastructure improvement
- Incentive program
- Measurement & reporting



NEW BERN  
NORTH CAROLINA

2

## Litter Reduction Program

- Community engagement & education
  - Educational opportunities: informational materials, tips on proper disposal, recycling & reuse, outreach through existing programming (summer camps, after school care, visiting/tour groups, New Bern 101, etc.)
  - Local collaboration: businesses, nonprofits, environmental & conservation groups are ideal partners for displaying anti-litter materials, sharing the “Keep New Bern Clean” message



NEW BERN  
NORTH CAROLINA

3

## Litter Reduction Program

- Community engagement & education (cont'd)
  - Public Service Announcements (PSAs): distribute amongst online & video platforms
  - Interactive website: [www.newbernc.gov/keepnewbernclean](http://www.newbernc.gov/keepnewbernclean) where users can learn about the program, find local cleanup events, suggest areas of focus, & take a public pledge to commit to specific actions for a litter-free environment
  - Branding: new logo & tagline that inspires a “call to action”
  - Social media: use creative & thoughtful messaging to spread awareness & drive engagement
  - Media outreach: invite local media for coverage, follow-ups & to showcase community success stories.



NEW BERN  
NORTH CAROLINA

4

## Litter Reduction Program

- Expanded adoption programs
  - Adopt-a-Street, Adopt-a-Block, Adopt-a-Park
  - Individuals & groups can “adopt” city property & commit to regular cleanups throughout the year
- Community cleanups
  - Community Cleanup Days: invite city staff, elected officials, & the public to participate in monthly cleanups (rotating through each ward)
- Infrastructure improvement
  - Analyze high traffic areas to assess the need for additional trash or recycling bins
  - Signage



NEW BERN  
NORTH CAROLINA

5

## Litter Reduction Program

- Incentive program
  - Annually recognize individuals, businesses & groups who participate in the program by inviting them to a Board of Aldermen meeting
- Measurement & reporting
  - Surveys & feedback: establish a platform and/or materials that provide opportunities for public feedback & suggestions
  - Monthly/annual reporting
- Investment
  - Annual budget: funds to support the program will be included in the Public Works (Solid Waste) budget



NEW BERN  
NORTH CAROLINA

6

## Keep New Bern Clean Kickoff!

Our first Community Cleanup Day is

**Wednesday, March 13**

Pinetree Drive (Ward 2)

3pm-4pm

Park at West New Bern Recreation Center

(gloves, vests, bags & pickup tools provided)

Keep New Bern  
**CLEAN**  
WE CAN'T BEAR LITTER!



NEW BERN  
NORTH CAROLINA

7

## Keep New Bern Clean

- Community Cleanup Days: 3pm-4pm
  - Wednesday, March 13, Pinetree Drive (Ward 2)
  - Wednesday, April 10, Oaks Road (Ward 5)
  - Thursday, May 9, River Road (Ward 6)
  - Thursday, June 13, Amhurst Boulevard (Ward 4)
  - Thursday, July 11, Neuse Avenue (Ward 1)
  - Thursday, August 15, Old Airport Road (Ward 3)
  - Thursday, September 12, TBA
  - Thursday, October 10, TBA

Keep New Bern  
**CLEAN**  
WE CAN'T BEAR LITTER!



NEW BERN  
NORTH CAROLINA

8

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Sell 801 Queen Street

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> 1                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|  |  |
|--|--|
| <b>Explanation of Item:</b>  | Phil Hedrick tendered an offer of \$3,750 for the purchase of 801 Queen Street, PID 8-008-141. The bid was advertised, but no upset bids were received. The property is a vacant 0.06-acre residential lot that was acquired by the City and County in 2016 through tax foreclosure. |
| <b>Actions Needed by Board:</b>  | Consider adopting the resolution   |
| <b>Backup Attached:</b>  | Memo, resolution, quitclaim deed, offer to purchase, map, pictures of the property, and summary of division of proceeds  |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |

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

**Additional Notes:**

**Aldermen**

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



**NEW BERN**  
**CITY OF NEW BERN**

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

**Jeffrey T. Odham**

Mayor

**Foster Hughes**

City Manager

**Brenda E. Blanco**

City Clerk

**Kimberly A. Ostrom**

Director of Finance

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** February 02, 2024  
**SUBJECT:** Sale of 801 Queen Street

Phil Hedrick submitted a bid of \$3,750 for the purchase of 801 Queen Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.06-acre residential parcel with a tax value of \$7,500. It was acquired jointly by the City and County in March of 2016 through tax foreclosure.

If the property is sold for the bid amount, the City will receive \$699.11 and the County will receive \$3,050.89 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 801 Queen Street, being further identified as Craven County parcel identification number 8-008-141, and being more particularly described herein; and

WHEREAS, the City owns a forty-six percent (46%) undivided interest in the subject property, and Craven County owns a fifty-four percent (54%) 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 \$3,750.00 by Philip Hedrick of 1506 Trent Boulevard, 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-six percent (46%) of the bid amount of \$3,750.00, 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 Philip Hedrick in the sum of \$3,750.00 for said parcel bearing the postal enumeration for the City of New Bern of 801 Queen Street, being further identified as Craven County parcel identification number 8-008-141, 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.

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

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

All of that certain property more particularly described as in Deed Book 150, at Page 547, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-008-141.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-008-141  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13<sup>th</sup> day of February, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“Grantors”); to PHILIP HEDRICK, whose mailing address is 1506 Trent Boulevard, New Bern, North Carolina 28560, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_

JEFFRY T. ODHAM, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of February, 2024 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CRAVEN COUNTY**

(SEAL)

By: \_\_\_\_\_

Chairman, Craven County Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Clerk, Craven County Board of  
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State do hereby certify that on the \_\_\_\_ day of February, 2024, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

All of that certain property more particularly described as in Deed Book 150, at Page 547, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-008-141.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 801 QUEEN ST  
Subdivision Name: \_\_\_\_\_  
Tax Parcel ID No.: B-008-141  
Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3420, Page 883 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$3750 and shall be paid as follows:

(a) \$ 187.50, 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) \$ 3562.50, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

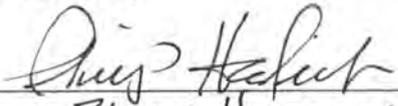
12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials PH Seller Initials \_\_\_\_\_

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

BUYER:

(If an individual)

 (SEAL)  
 Name: PHILIP HEDRICK  
 Date: 11-2-23  
 Address: 1506 TRENT BLVD  
NB, NC 28560  
 Phone: 256-760-8600

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

(If a business entity)

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer Initials  Seller Initials \_\_\_\_\_

# Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 11/2/2023 at 11:40:24 AM

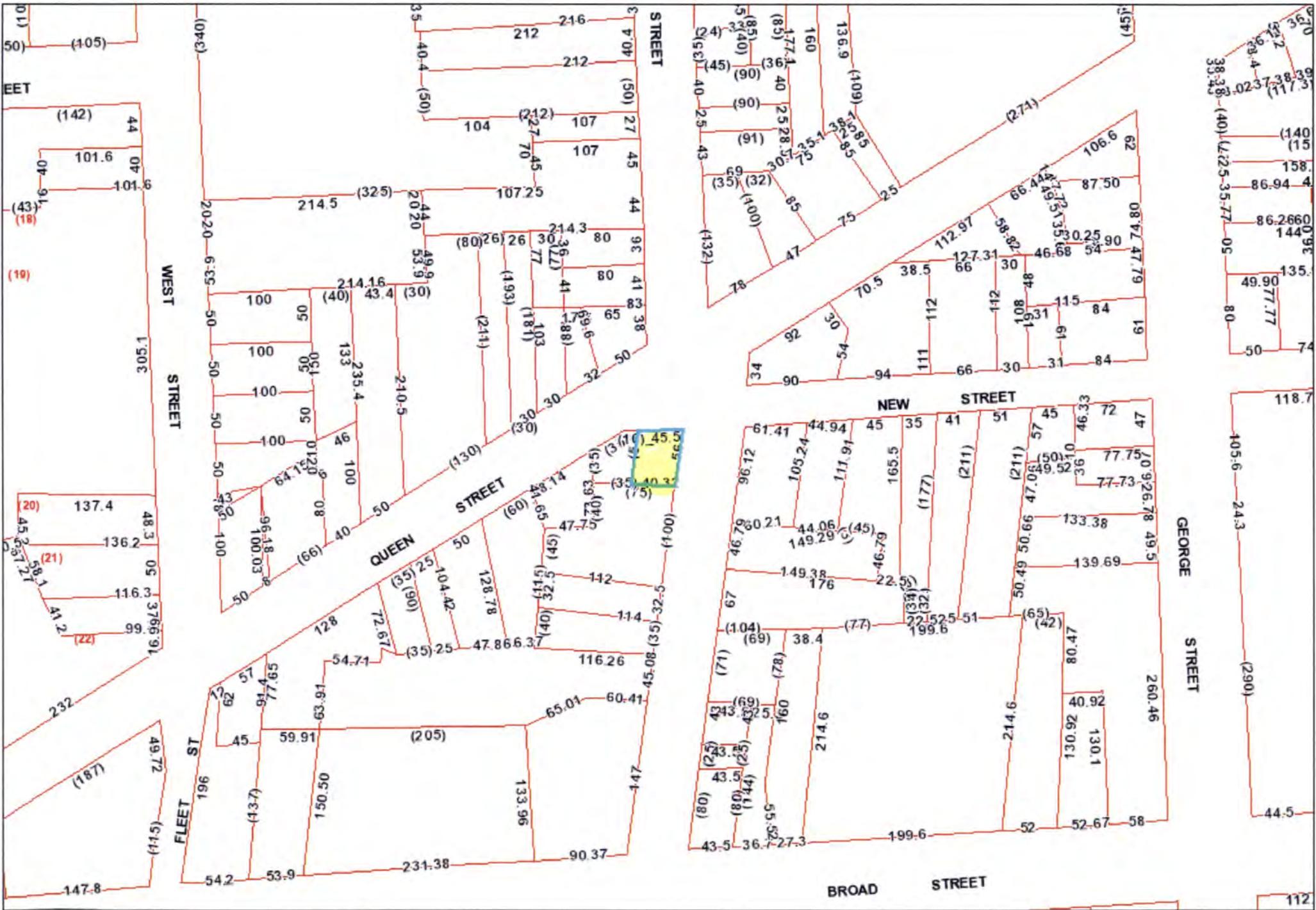
## PARCEL ID : 8-008 -141

|                                     |                                  |                                    |                                     |
|-------------------------------------|----------------------------------|------------------------------------|-------------------------------------|
| <b>Owner :</b>                      | CRAVEN COUNTY & NEW BERN-CITY    |                                    |                                     |
| <b>Mailing Address :</b>            | 406 CRAVEN ST NEW BERN, NC 28560 |                                    |                                     |
| <b>Address of Property :</b>        | 801 QUEEN ST                     |                                    |                                     |
| <b>Subdivision :</b>                |                                  |                                    |                                     |
| <b>Property Description :</b>       | QUEEN ST AT NEW                  |                                    |                                     |
| <b>Assessed Acreage :</b>           | 0.06                             |                                    |                                     |
| <b>Deed Book Page :</b>             | 3420 0883                        | <b>Deed Recording Date :</b>       | 3 9 2016                            |
| <b>Land Value :</b>                 | \$7,500                          | <b>Recorded Survey :</b>           |                                     |
| <b>Total Improvement(s) Value :</b> | \$0                              | <b>Life Estate Deed :</b>          |                                     |
| <b>Total Assessed Value :</b>       | \$7,500                          | <b>Estate File Year-E-Folder :</b> |                                     |
| <b>Number of Improvements:</b>      | 0                                | <b>Tax Exempt :</b>                | Yes                                 |
| <b>City Name :</b>                  | NEW BERN                         | <b>Fire Tax District :</b>         |                                     |
| <b>Drainage District :</b>          |                                  | <b>Lot Dimension :</b>             |                                     |
| <b>Special District :</b>           |                                  | <b>Land Use :</b>                  | SERVICE - GOVERNMENT OWNED - EXEMPT |

### Recent Sales Information

| Sale Date<br>Deed     | Seller Name       | Buyer Name                    | Type of Sale      | Sale Price |
|-----------------------|-------------------|-------------------------------|-------------------|------------|
| 3/9/2016<br>3420-0883 | BOONE, EDITH WARD | CRAVEN COUNTY & NEW BERN-CITY | STRAIGHT TRANSFER | \$3,000    |

**Buildings or improvements where not found on this parcel.**



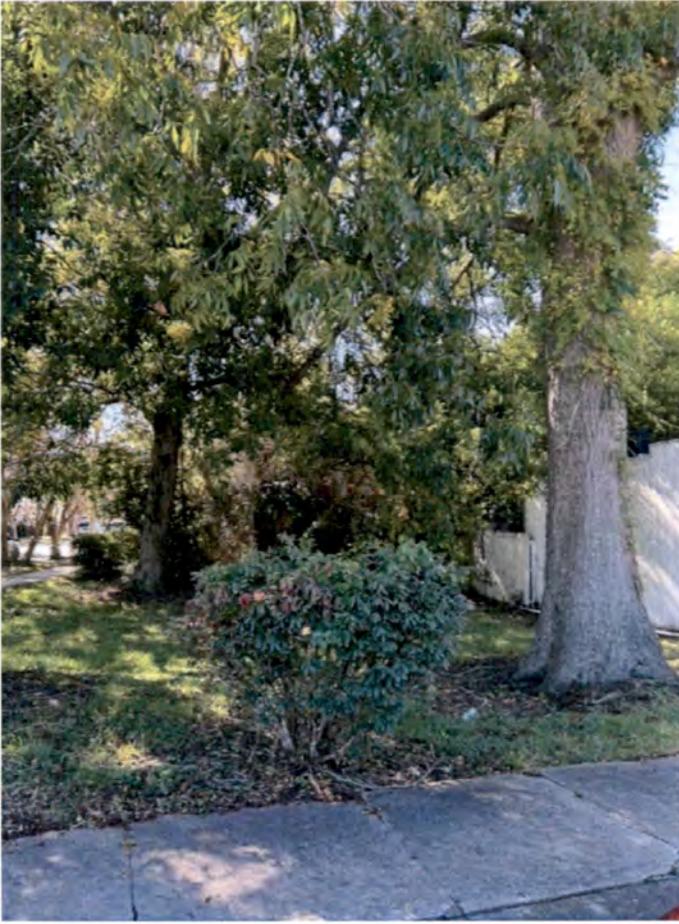
# Craven County GIS 801 Queen St

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on November 2, 2023 at 11:41:13 AM

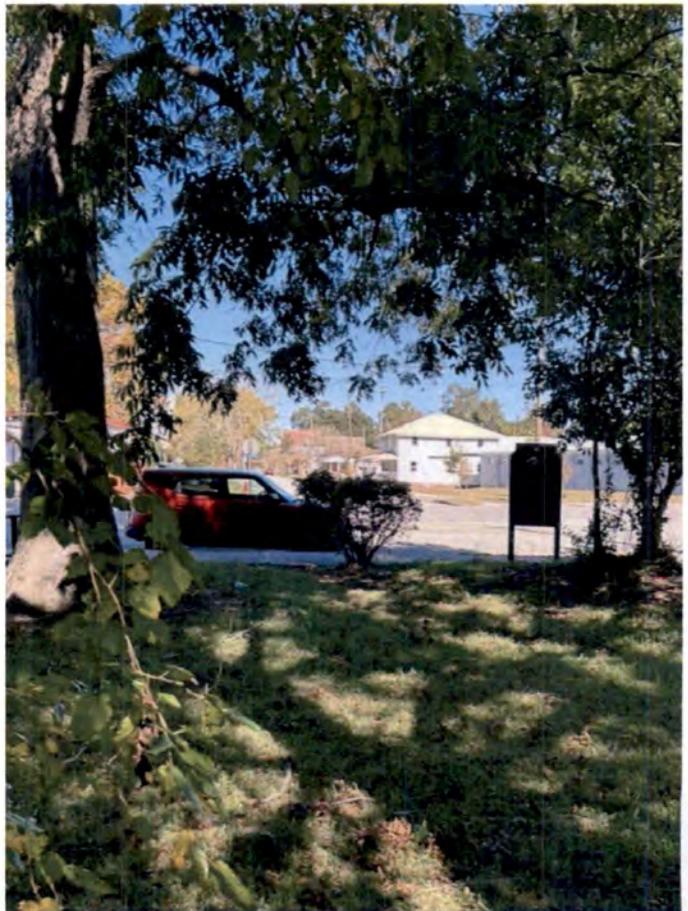
1 inch = 123 feet



**801 Queen Street**



**Front of lot**



**Rear of lot looking toward street**

ESTIMATE OF DIVISION OF PROCEEDS

|  |             |             |             |
|--|-------------|-------------|-------------|
| Property: 801 Queen Street, PID: 8-008-141             |             |             |             |
| Offer Amount   |             |             | \$ 3,750.00 |
| Less: Reimb to City for publication of notice of offer |             | \$ 177.10   |             |
| Balance  |             |             | \$ 3,572.90 |
| County cost reimbursement                              |             | \$ 2,438.62 |             |
| City cost reimbursement                                |             | \$ -        | \$ 2,438.62 |
| Remaining Balance                                      |             |             | \$ 1,134.28 |
| County Taxes at Foreclosure                            | \$ 275.68   | 53.979%     | \$ 612.27   |
| City Taxes/Priority Liens at Foreclosure               | \$ 235.04   | 46.021%     | \$ 522.01   |
| Total Taxes  | \$ 510.72   |             |             |
| County Total   | \$ 3,050.89 |             |             |
| City Total   | \$ 699.11   |             |             |

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Sell 512 Second Avenue

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> 2                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|  |   |
|--|---|
| <b>Explanation of Item:</b>  | All Access Enterprises tendered an offer of \$2,700 for the purchase of 512 Second Avenue, PID 8-012-A-230. The bid was advertised, but no upset bids were received. The property is a vacant 0.07-acre residential lot that was acquired by the City and County in 2013 through tax foreclosure. |
| <b>Actions Needed by Board:</b>  | Consider adopting the resolution  |
| <b>Backup Attached:</b>  | Memo, resolution, quitclaim deed, offer to purchase, map, pictures of the property, and summary of division of proceeds   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |

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

**Additional Notes:**

**Aldermen**

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



**NEW BERN**  
**CITY OF NEW BERN**

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

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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** February 02, 2024  
**SUBJECT:** Sale of 512 Second Avenue

All Access Enterprises submitted a bid of \$2,700 for the purchase of 512 Second Avenue. The bid was advertised, but no upset bids were received. The property is a vacant 0.07-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in June of 2013 through tax foreclosure.

If the property is sold for the bid amount, the City will receive \$995.38 and the County will receive \$1,704.62 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 512 Second Avenue, being further identified as Craven County parcel identification number 8-012-A-230, and being more particularly described herein; and

WHEREAS, the City owns a seventy-seven percent (77%) undivided interest in the subject property, and Craven County owns a twenty-three percent (23%) 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 \$2,700.00 by All Access Enterprises of 1165 U.S. Highway 22, North Plainfield, New Jersey 07060; 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-seven percent (77%) of the bid amount of \$2,700.00, 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 All Access Enterprises in the sum of \$2,700.00 for said parcel bearing the postal enumeration for the City of New Bern of 801 Queen Street, being further identified as Craven County parcel identification number 8-012-A-230, 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.

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

That certain lot or parcel of land located on Second Avenue in the City of the New Bern including the dwelling thereon situate, which said lot is known according to the postal enumeration of the City of New Bern as 512 Second Avenue.

Being the same property as that devised by Prince H. Satchell to Annie Mae White by will of record in Book of Wills L at Page 84 in the Office of the Clerk of Superior Court of Craven County.

Being the same property described in deed dated April 12, 1928, recorded in Book 283 at Page 209 Craven County Registry, which said deed was from Thomas J. Harris and wife to Prince Satchell.

The said parties of the first part and second part being the only heirs at law of their great grandfather, Araon Spruell, deceased.

This property is also commonly referred to by its tax parcel identification number which is 8-012-A-230.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-012-A-230  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13<sup>th</sup> day of February, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“Grantors”); to ALL ACCESS ENTERPRISES, whose mailing address is 1165 U.S. Highway 22, North Plainfield, New Jersey 07060, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_

JEFFRY T. ODHAM, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of February, 2024 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of February, 2024.

---

Notary Public

My Commission Expires:

---

**CRAVEN COUNTY**

(SEAL)

By:

\_\_\_\_\_  
Chairman, Craven County Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Clerk, Craven County Board of  
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State do hereby certify that on the \_\_\_\_ day of February, 2024, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

That certain lot or parcel of land located on Second Avenue in the City of the New Bern including the dwelling thereon situate, which said lot is known according to the postal enumeration of the City of New Bern as 512 Second Avenue.

Being the same property as that devised by Prince H. Satchell to Annie Mae White by will of record in Book of Wills L at Page 84 in the Office of the Clerk of Superior Court of Craven County.

Being the same property described in deed dated April 12, 1928, recorded in Book 283 at Page 209 Craven County Registry, which said deed was from Thomas J. Harris and wife to Prince Satchell.

The said parties of the first part and second part being the only heirs at law of their great grandfather, Araon Spruell, deceased.

This property is also commonly referred to by its tax parcel identification number which is 8-012-A-230.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 512 Second Ave

Subdivision Name:

Tax Parcel ID No.: 8-012-A-230

Plat Reference:

Being all of that property more particularly described in Deed Book 3105, Page 076 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 285,000 and shall be paid as follows:

(a) \$ 100,000 135.00 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) \$ 190,000 BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:** 2565

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials AE Seller Initials C

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

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

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

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

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

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

BUYER:

(If an individual)

\_\_\_\_\_ (SEAL)  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

(If a business entity)

By: *[Signature]* (SEAL)  
 Its: member  
 Date: 10-26-2023  
 Address: 1165 U.S Highway 22  
North Plainfield, N.J 07060  
 Phone: 908-400-1632  
rcanty@live.com

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer Initials *[Signature]* *[Signature]* Seller Initials \_\_\_\_\_

# Craven County Geographic Information System



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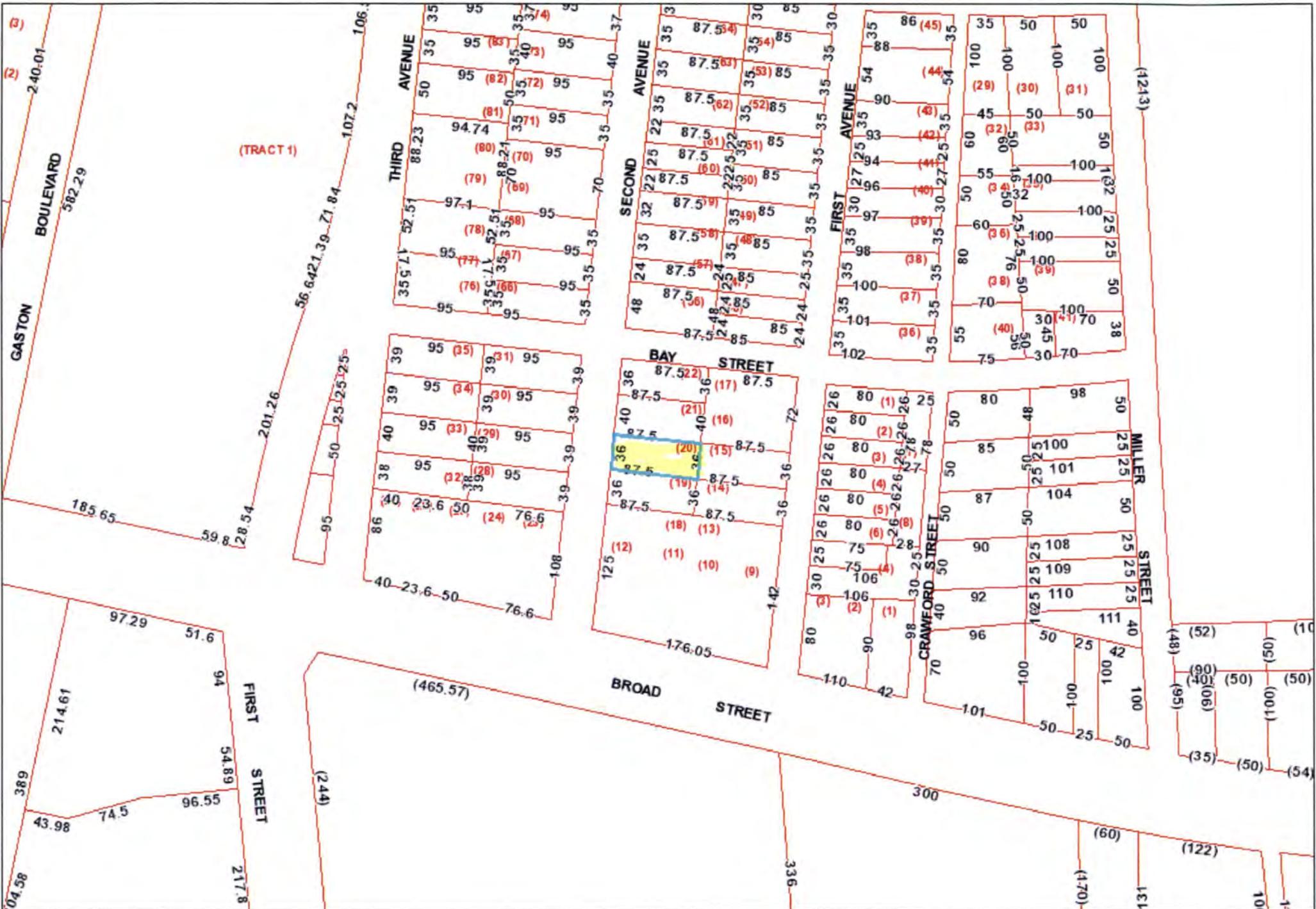
**PARCEL ID : 8-012-A -230**

|                                     |                                  |                                    |                          |
|-------------------------------------|----------------------------------|------------------------------------|--------------------------|
| <b>Owner :</b>                      | CRAVEN COUNTY & NEW BERN-CITY    |                                    |                          |
| <b>Mailing Address :</b>            | 406 CRAVEN ST NEW BERN, NC 28560 |                                    |                          |
| <b>Address of Property :</b>        | 512 SECOND AVE                   |                                    |                          |
| <b>Subdivision :</b>                |                                  |                                    |                          |
| <b>Property Description :</b>       | 512 2ND AVE; LOT 20 WEST END     |                                    |                          |
| <b>Assessed Acreage :</b>           | 0.07                             |                                    |                          |
| <b>Deed Book Page :</b>             | 3205 0766                        | <b>Deed Recording Date :</b>       | 6 20 2013                |
| <b>Land Value :</b>                 | \$5,400                          | <b>Recorded Survey :</b>           |                          |
| <b>Total Improvement(s) Value :</b> | \$0                              | <b>Life Estate Deed :</b>          |                          |
| <b>Total Assessed Value :</b>       | \$5,400                          | <b>Estate File Year-E-Folder :</b> |                          |
| <b>Number of Improvements:</b>      | 0                                | <b>Tax Exempt :</b>                | Yes                      |
| <b>City Name :</b>                  | NEW BERN                         | <b>Fire Tax District :</b>         |                          |
| <b>Drainage District :</b>          |                                  | <b>Lot Dimension :</b>             |                          |
| <b>Special District :</b>           |                                  | <b>Land Use :</b>                  | VACANT - RESIDENTIAL LOT |

**Recent Sales Information**

| Sale Date Deed         | Seller Name               | Buyer Name                    | Type of Sale      | Sale Price |
|------------------------|---------------------------|-------------------------------|-------------------|------------|
| 6/20/2013<br>3205-0766 | SPRUELL, HORACE LEE HEIRS | CRAVEN COUNTY & NEW BERN-CITY | STRAIGHT TRANSFER | \$4,500    |
| 1/1/1982<br>1000-0765  | SPRUELL, HORACE LEE       | SPRUELL, HORACE LEE HEIRS     | STRAIGHT TRANSFER | \$0        |

**Buildings or improvements where not found on this parcel.**



# Craven County GIS 512 Second Ave PID 8-012-A-230

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on October 26, 2023 at 4:04:33 PM

1 inch = 123 feet



512 Second



Front of lot



Back of lot

ESTIMATE OF DIVISION OF PROCEEDS

|  |             |             |             |
|--|-------------|-------------|-------------|
| Property: 512 Second Avenue, PID: 8-012-A-230          |             |             |             |
| Offer Amount   |             |             | \$ 2,700.00 |
| Less: Reimb to City for publication of notice of offer |             | \$ 225.40   |             |
| Balance  |             |             | \$ 2,474.60 |
| County cost reimbursement                              |             | \$ 1,468.81 |             |
| City cost reimbursement                                |             | \$ -        | \$ 1,468.81 |
| Remaining Balance                                      |             |             | \$ 1,005.79 |
| County Taxes at Foreclosure                            | \$ 623.89   | 23.445%     | \$ 235.81   |
| City Taxes/Priority Liens at Foreclosure               | \$ 2,037.15 | 76.555%     | \$ 769.98   |
| Total Taxes  | \$ 2,661.04 |             |             |
| County Total   | \$ 1,704.62 |             |             |
| City Total   | \$ 995.38   |             |             |

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Authorizing the Mayor to Execute an Agreement for the Purchase and Sale of Improved Real Property at 212 Kale Road

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b>  |
| <b>Department:</b> Public Utilities   | <b>Person Submitting Item:</b><br>Charlie Bauschard, Dir. of Public Utilities |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>  |

|  |  |
|--|--|
| <b>Explanation of Item:</b>  | Purchase of property at 212 Kale Road for \$1.4 million  |
| <b>Actions Needed by Board:</b>  | Consider adopting a resolution authorizing the Mayor to execute an Agreement for Purchase and Sale of Improved Real Property |
| <b>Backup Attached:</b>  | Memo, resolution, agreement, and pictures  |
| <b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |

|  |
|--|
| <b>Cost of Agenda Item:</b> \$1.4 million  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**

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



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

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

**MEMO TO:** Mayor and Board of Aldermen

**FROM:** Charlie Bauschard, Director of Public Utilities

**DATE:** February 07, 2024

**SUBJECT:** Resolution Authorizing the Execution of an Agreement to Purchase  
212 Kale Road

This item authorizes the Mayor to execute an agreement for the purchase of real property at 212 Kale Road. The property is adjacent to the Department of Public Utilities' facilities at 210 Kale Road. It consists of three metal buildings situated on 1.34 acres. The first building is approximately 6,000 square feet in size, the second building is 9,000 square feet, and the third building is a 3,000 square foot warehouse. Public Utilities is in need of additional space to expand, and the proximity of the property and existing buildings will be beneficial in meeting that need. The purchase price is \$1.4 million.

/beb

**RESOLUTION**

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

That the Agreement for Purchase and Sale of Improved Real Property between the City of New Bern and Refreshing Lives Church, Inc., f/k/a Born Again Ministries, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor is hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

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JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

The City of New Bern

a(n) Body Politic ("Buyer"), and (individual or State of formation and type of entity)

Refreshing Lives Church Inc (Formerly Known as Born Again Ministries Inc)

a(n) NC Corporation ("Seller"). (individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section I. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 212 Kale Road, New Bern, NC 28562

Plat Reference: Lot(s) 50, Block or Section Bernwood Com Ph 2, as shown on Plat Book or Slide G at Page(s) 100-E, Craven County, consisting of 1.34 acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: 7-108-3 -050; and, (ii) some or all of the Property, consisting of approximately 1.34 acres, is described in Deed Book 3014, Page No. 0732, Craven County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 1,400,000.00 (b) "Purchase Price" shall mean the sum of One Million, Four Hundred Thousand Dollars,

payable on the following terms:

\$ 50,000.00 (i) "Earnest Money" shall mean Fifty Thousand Dollars or terms as follows: Certified funds or wire.

The Earnest Money shall be deposited in escrow with Tyson & Hooks Realty, Inc. (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: - \_\_\_\_\_ )

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ \_\_\_\_\_ 0 (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars

being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 1,350,000.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of One Million, Three Hundred Fifty Thousand Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before \_\_\_\_\_ or See Exhibit B.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

The date of contract acceptance.

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) "**Broker(s)**" shall mean:

Tyson & Hooks Realty, Inc ("Listing Agency"),

Chuck Tyson ("Listing Agent" - License # 23506)

Acting as:  Seller's Agent;  Dual Agent

and Tyson & Hooks Realty, Inc ("Selling Agency"),

Chuck Tyson ("Selling Agent" - License # 23506)

Acting as:  Buyer's Agent;  Seller's (Sub) Agent;  Dual Agent

(g) "**Seller's Notice Address**" shall be as follows:

212 Kale Rd

New Bern, NC 28563

e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

(h) "**Buyer's Notice Address**" shall be as follows:

300 Pollock Street

New Bern, NC 28562

e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

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

(j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

(k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

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

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant

compliance, and the following:

---

Each party shall pay its own attorney's fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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

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

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

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer

shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

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

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

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4, Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

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

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section I(g) as to Seller, and in Section I(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section I(g) as to Seller, and in Section I(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section I(g) as to Seller, and in Section I(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

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

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**Note:** For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

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

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

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

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

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

**EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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

**BUYER:**

**Individual**

\_\_\_\_\_  
**The City of New Bern**

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**SELLER:**

**Individual**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

**Business Entity**

The City of New Bern  
(Name of Entity)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Business Entity**

Refreshing Lives Church Inc Formerly Known as Born Again Ministries  
(Name of Entity)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

**To Buyers:** Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

**To Sellers:** If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

(1) Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

Tyson & Hooks Realty, Inc.  
(Name of Escrow Agent)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Escrow Agent's contact/notice information is as follows:

PO Box 626

New Bern, NC 28563

e-mail address: chucktyson@tysonandhooksrealty.com

fax number: (252)633-0024

except as same may be changed pursuant to Section 12.

**EXHIBIT B**

**Additional Terms and Conditions**

1. The parties agree to the following additional conditions of their Agreement for Purchase and Sale of Improved Real Property to which this Addendum is attached:
  - a) Neither the Seller, nor to Seller’s best knowledge, any prior owner of the Property or any tenant, has ever stored, treated, or disposed of any hazardous materials or waste on the Property;
  - b) Seller has provided to Buyer all environmental information on the Property in Seller’s possession;
  - c) There are no pending or threatened claims, actions, or administrative proceedings against Seller regarding the environmental condition of the Property; and
  - d) There are no underground fuel storage tanks at, on, or under the Property.
2. Closing shall occur on or before June 28, 2024. Time is of the essence. Seller shall set the Closing on any business day between the Contract Date and June 28, 2024, provided that Buyer has received ten (10) days prior written notice from Seller’s setting forth a specific business day for the Closing. Written notice shall be hand-delivered to: Michael Scott Davis, Davis Hartman Wright, LLP, 209 Pollock Street, New Bern, NC 28560, or emailed to: [msd@dhwlegal.com](mailto:msd@dhwlegal.com) In the event Buyer does not receive written notice from Seller as set forth herein, the Closing shall take place on a business day between June 17, 2024 and June 28, 2024.
3. In the event of any conflict between the provisions of this Addendum and the provisions of the Offer to Purchase to which this Addendum is attached, the provisions of this Addendum shall control.
4. The provisions of this Contract and Addendum shall survive the closing and purchase of the Property hereunder.

BUYER:

**CITY OF NEW BERN**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey T. Odham, Mayor

SELLER:

**REFRESHING LIVES CHURCH, INC.**

Date: 2/7/2024

By: \_\_\_\_\_  
DocuSigned by:  
*Angela Scott*  
Angela Scott

# 212 Kale Road



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting an Ordinance to Amend Chapter 70 Traffic and Vehicles

|   |  |
|---|--|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b>   |
| <b>Department:</b> Police   | <b>Person Submitting Item:</b><br>Patrick Gallagher, Chief of Police |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                                       |

|  |  |
|--|--|
| <b>Explanation of Item:</b>  | The New Bern Police Department has observed instances where citizens are parking vehicles on the left side of the street in areas outside of the downtown district. This act creates a safety hazard for motorists as they come to and leave a parked position. To park and leave a parked position when parked with the left side of a vehicle against the curb, a motorist must drive at some length against traffic before parking. This puts the driver in violation of North Carolina G.S. 20-146 Drive on the right side of highway. |
| <b>Actions Needed by Board:</b>  | It is the recommendation of the New Bern Police Department that the Board of Aldermen approve to amend Section 70-217 "Vehicles not to stop or park in business district with left side next to curb" of Chapter 70 "Stopping, Standing and Parking" of the Code of Ordinances of the City of New Bern to remove the restriction of the ordinance to the business district. This would make this action unlawful in all parts of the city.   |
| <b>Backup Attached:</b>  | Memo to BOA, Revised Ordinance   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |

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

**Additional Notes:**



Founded 1797

# NEW BERN

NEW BERN POLICE DEPARTMENT

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

*Police and Community Come Together Here*



Patrick L. Gallagher  
Chief of Police

**TO:** Mayor and Board of Aldermen

**FROM:** Patrick Gallagher, Police Chief

**SUBJECT:** Approve Ordinance Amending Chapter 70 "Stopping, Standing and Parking" of the Code of Ordinances of the City of New Bern for parking on Left Side of Street.

**DATE:** January 23, 2024

**Background Information:**

The New Bern Police Department has observed instances where citizens are parking vehicles on the left side of the street in areas outside of the downtown district. This act creates a safety hazard for motorists as they come to and leave a parked position. To park and leave a parked position when parked with the left side of a vehicle against the curb, a motorist must drive at some length against traffic before parking. This puts the driver in violation of North Carolina G.S. 20-146 drive on right side of highway.

**Recommendation:**

It is the recommendation of the New Bern Police Department that the Board of Aldermen approve to amend Section 70-217 "Vehicles not to stop or park in business district with left side next to curb" of Chapter 70 "Stopping, Standing and Parking" of the Code of Ordinances of the City of New Bern to remove the restriction of the ordinance to the business district. This would make this action unlawful in all parts of the city.

*Everything comes together here.*

**AN ORDINANCE TO AMEND SECTION 70-217. VEHICLES NOT TO STOP OR PARK IN BUSINESS DISTRICT WITH LEFT SIDE NEXT TO CURB OF ARTICLE VI. STOPPING, STANDING AND PARKING OF CHAPTER 70. TRAFFIC AND VEHICLES OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Police Department of the City of New Bern recommends that a certain amendment be made to Section 70-217. "Vehicles not to stop or park in business district with left side next to curb" of Article VI. Stopping, Standing and Parking of Chapter 70. Traffic and Vehicles of the Code of Ordinances of the City of New Bern; and

WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revision to Section 70-217. "Vehicles not to stop or park in business district with left side next to curb" of Article VI. Stopping, Standing and Parking of Chapter 70. Traffic and Vehicles of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Section 70-217. "Vehicles not to stop or park in business district with left side next to curb" of Article VI. Stopping, Standing and Parking of Chapter 70. Traffic and Vehicles of the Code of Ordinances of the City of New Bern be and the same is hereby deleted in its entirety, and the following inserted in its stead:

**"Section 70-217. Vehicles not to stop or park with left side next to curb.**

No vehicle shall stop or park with its left side to the curb, except that on one-way streets vehicles shall stop or park headed in the direction of traffic."

SECTION 2. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.

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JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Discussion of Governing Board Rules of Procedure

|   |   |
|---|---|
| <b>Date of Meeting:</b> 2/13/2024   | <b>Ward # if applicable:</b> N/A                |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                  |

|  |  |
|--|--|
| <b>Explanation of Item:</b>  | As requested, a review and discussion of the Board's rules of procedure is to take place. A copy of the current rules is provided for reference. |
| <b>Actions Needed by Board:</b>  | Review and direction for changes, if any   |
| <b>Backup Attached:</b>  | Rules of Procedure adopted by resolution on 01/09/2018   |
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |

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

**Additional Notes:**

**Aldermen**

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



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

**MEMO TO:** Mayor and Board of Aldermen

**FROM:** Brenda Blanco, City Clerk

**DATE:** February 07, 2024

**SUBJECT:** Discussion of Governing Board Rules of Procedure

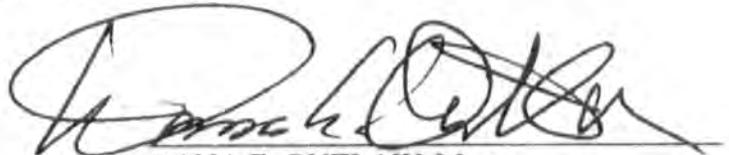
At the January 09, 2024 meeting, the Board voted to discuss its rules of procedure. A copy of the current rules is provided for review. The rules were last amended in January of 2018.

**RESOLUTION**

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

That the amended Rules of Procedure of the Board of Aldermen of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same are hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 9<sup>th</sup> DAY OF JANUARY, 2018.



DANA E. OUTLAW, Mayor



BRENDA E. BLANCO, City Clerk

**Board of Aldermen  
of the  
City of New Bern  
Rules of Procedure**

**I. Applicability**

These rules apply to all meetings of the Board of Aldermen of the City of New Bern at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

**II. Regular, Special and Emergency Meetings**

**Rule 1. Regular Meetings**

The board of aldermen shall adopt a schedule of its regular monthly meetings prior to the commencement of each calendar year. Regular meetings of the board of aldermen shall be held at city hall, located at 300 Pollock Street, New Bern, North Carolina, and shall begin at 6:00 p.m. A current copy of the board's regular meeting schedule shall be filed with the city clerk, and available on the city's official website.

**Rule 2. Special, Emergency, and Recessed Meetings**

(a) **Special Meetings.** The mayor, or two members of the board of aldermen may at any time call a special meeting of the board. At least forty-eight hours before a special meeting called in this manner, written notice of the meeting stating its time and place and the subjects to be considered shall be (1) given to each board member; (2) posted on the board's principal bulletin board or, if none, at the door of the board's usual meeting room; and (3) mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the city clerk.

A special meeting may also be called or scheduled by vote of the board in open session during another duly called meeting. The motion or resolution calling or scheduling the special meeting shall specify its time, place, and purpose. At least forty-eight hours before a special meeting called in this manner, notice of the time, place, and purpose of the meeting shall be (1) posted on the board's principal bulletin board or, if none, at the door of the board's usual meeting room and (2) mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the city clerk. Only those items of business specified in the notice may be discussed or transacted at a special meeting, unless (1) all members are present; and (2) the board determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

(b) **Emergency Meetings.** The mayor, or two members of the board of aldermen may at any time call an emergency meeting of the board by signing a written notice stating the time and place of the meeting and the subjects to be considered. Written or oral notice of the meeting shall be given to each board member and to each local newspaper, local wire service, local radio station, and local television station that has filed a written emergency meeting notice request with the city clerk, and whose request includes the newspaper's, wire service's, or station's telephone number. Notice to the news media shall be given at the expense of the party notified.

Emergency meetings may be called only because of generally unexpected circumstances that require immediate consideration by the board. Only business connected with the emergency may be considered at an emergency meeting.

(c) **Recessed Meetings.** A properly called regular, special, or emergency meeting may be recessed to a time and place certain by a procedural motion made and adopted as provided in Rule 16(b), Motion 2, in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of such a recessed session of a properly called regular, special, or emergency meeting.

(d) **Cancellations.** Any regular, special, or recessed meeting of the board of aldermen shall be cancelled upon a declaration of a state of emergency by the Craven County Department of Emergency Services. In the event of such a cancellation, the city shall notify the local media of the cancellation, and to the extent possible, cause a notice of the cancellation to be posted at the door of the board's usual meeting room.

### **III. Organization of the Board**

#### **Rule 3. Organizational Meeting**

The board shall hold an organizational meeting at its regular meeting place at 6:00 p.m. on the second Tuesday in December following a regular municipal election, and quadrennially thereafter. Initially, the previous board shall convene, at which time it shall approve any prior minutes and may consider any unfinished business it desires to complete. It shall then adjourn *sine die*. Immediately following, the newly elected board shall convene and take and subscribe the oath of office as the first order of business. As the second order of business, the board shall elect a mayor pro tem, using one of the nomination and voting procedures set out in Rule 25. The mayor pro tem shall act as mayor whenever the mayor shall be absent from the city or be prevented by sickness or other cause from attending to the duties of his office, and he shall possess all the rights and powers of the mayor during the continuance of such vacancy, absence or disability. The mayor shall preside at meetings of the board of aldermen and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by the general laws of North Carolina, by the City Charter, and the ordinances of the city. The mayor shall have the right to vote on any question before the board of aldermen.

## IV. Agenda

### Rule 4. Agenda

(a) **Agenda.** The city manager shall cause to be prepared an agenda and agenda package for each meeting. A request to have an item of business placed on the agenda may be raised by any board member as 'new business' on the agenda, and upon receiving a majority vote, shall be placed on a future agenda as directed. An agenda package shall include, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce, and shall contain a copy of all proposed resolutions and ordinances as may appear on the agenda. Each board member shall receive a copy of the proposed agenda and agenda package no later than three (3) days prior to each regular meeting in either digital or hard copy form, as requested by each board member. The proposed agenda and agenda package shall also be available for public inspection and appear on the city's official website no later than three (3) days prior to each regular meeting, or as soon as possible if three (3) days is not practical. Nothing in this section shall preclude the city manager from modifying the proposed agenda and agenda package at any time prior to a board meeting as the city's business dictates.

(b) **Adoption of the Agenda.** As its first order of business at each meeting, the board shall, as specified in Rule 6, discuss and revise the proposed agenda and adopt an agenda for the meeting. The board may by majority vote add items to or subtract items from the proposed agenda, except that the board may not add items to the agenda of a special meeting unless (a) all members are present and (b) the board determines in good faith at the meeting that it is essential to discuss or act on the item immediately. If items are proposed to be added to the agenda, the board may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all board members.

The board may designate certain agenda items "for discussion and possible action." Such designation means that the board intends to discuss the general subject area of that agenda item before making any motion concerning that item.

(c) **Open Meetings Requirements.** The board shall not deliberate, vote, or otherwise take action on any matter by reference to a letter, number or other designation, or other secret device or method, with the intention of making it impossible for persons attending a meeting of the board to understand what is being deliberated, voted, or acted on. However, the board may deliberate, vote, or otherwise take action by reference to an agenda, if copies of the agenda—sufficiently worded to enable the public to understand what is being deliberated, voted, or acted on—are available for public inspection at the meeting.

### Rule 5. Petition of Citizens.

The board shall provide at least one period for public comment per month at its first regular monthly meeting of the board. In compliance with N.C.G.S. §160A-81.1, the board establishes the following policy for monthly public comments at the first regular meeting of the board of

aldermen each month. The clerk shall provide sign-up forms at the entry to the city hall meeting room prior to each meeting for persons who desire to address the board. Forms shall be available until the commencement of the board meeting. The purpose of the time for informal public comments is to allow for public input to the board on issues germane to the city. It is not intended to compel board members or staff to answer questions in an impromptu manner.

Each speaker will speak from the podium, and begin their remarks by giving their name, stating whether or not they are residents of the city, and stating the topic about which they intend to speak. Comments will be directed to the full board, not to an individual board member, staff members, or the audience. 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. Speakers may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation. Personal attacks will not be tolerated. Speakers may leave written comments and/or supporting documents, if any, with the clerk to the board.

If at the beginning of the public comment period, the mayor determines that the time required to hear all speakers on the sign-up sheet would unduly disrupt the conduct of city business or cause undue inconvenience to citizens in attendance for other items on the agenda, the mayor may require the designation of spokesman, or the selection of delegates, for groups of persons supporting or opposing the same positions, whose time shall be limited to a maximum of 4 minutes. The mayor may also move the period for public comment to some time later in the meeting.

Notwithstanding the mayor's prerogatives under this Rule 5, any decision of the mayor may be appealed and overruled by a majority of the Board.

#### **Rule 6. Order of Business**

Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

1. Discussion and revision of the proposed agenda; adoption of an agenda
2. Public hearings
3. Administrative reports
4. Approval of minutes
5. Appointments
6. Attorney's report
7. City manager's report
8. New Business
9. Closed session, if any

By general consent of the board, items may be considered out of order.

## V. Conduct of Debate

### Rule 7. Presiding Officer

The mayor shall preside at board meetings if he or she is present, unless he or she becomes actively engaged in debate on a particular matter. In order to address the board, a member must be recognized by the mayor.

If the mayor is absent, the mayor pro tem shall preside. If both the mayor and mayor pro tem are absent, another member designated by majority vote of the board shall preside. The mayor pro tem, or another member who is temporarily presiding retains all of his or her rights as a member, including the right to make motions and the right to vote.

If the presiding officer becomes actively involved in debate on a particular matter, he or she may designate another board member to preside over the debate. The presiding officer shall resume presiding as soon as action on the matter is concluded.

The presiding officer shall have the following powers:

To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;

To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this ground;

To entertain and answer questions of parliamentary law or procedure;

To call a brief recess at any time;

To adjourn in an emergency.

A decision by the presiding officer under any of the first three powers listed may be appealed to the board upon motion of any member, pursuant to Rule 16, Motion 1. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order.

### Rule 8. Action by the Board

(a) The board shall proceed by motion, except as otherwise provided for in Rules 3, 4, and 25. Any member, including the mayor, may make a motion

(b) **Attendance via Simultaneous and/or Electronic Communication.** In order to participate in a meeting via simultaneous and/or electronic communication, the following criteria

must be met:

1. The official meeting was properly noticed under G.S. 143-318.12 and under any other requirement for notice applicable to the board.
2. The member or members participating from a remote location by simultaneous communication can fully participate in the deliberations.
3. The member or members of the board participating from a remote location by simultaneous communication can be heard by the other members of the board and any other individual in attendance at the official meeting.
4. The vote of the member or members of the board participating from a remote location by simultaneous communication is not by electronic mail or facsimile.
5. If the Mayor is participating from a remote location by simultaneous communication, the mayor pro temp or some other member of the board who is physically present shall preside at the official meeting. The Mayor or presiding officer of the board participating from a remote location by simultaneous communication shall retain the same voting rights he or she has when presiding.
6. The official meeting, or part of an official meeting with a member or members of the board participating from a remote location by simultaneous communication is not allowed in any quasi-judicial proceeding.
7. No written ballots may be taken at the official meeting with a member or members of the board participating from a remote location by simultaneous communication.
8. If the official meeting involves a member of the board participating from a remote location by simultaneous communication by which the member or members cannot be physically seen by the public body, that member must comply with all of the following:
  - (i) The participation of the member or members must be announced when the meeting is commenced or at the beginning of participation.
  - (ii) The member identifies himself or herself prior to participating in the deliberations during the official meeting.
  - (iii) The member identifies himself or herself prior to voting.
9. The member or members participating from a remote location by simultaneous communication shall have been provided with any documents to be considered during the official meeting.

### **Rule 9. Second Required**

A motion requires a second before the board may proceed with discussion or action on the motion.

### **Rule 10. One Motion at a Time**

A member may make only one motion at a time.

### **Rule 11. Substantive Motions**

A substantive motion is out of order while another substantive motion is pending.

### **Rule 12. Adoption by Majority Vote**

(a) A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 22 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half.

(b) A roll call vote shall be required for the following actions:

1. Adoption of an ordinance;
2. Adoption of a written resolution; and
3. Upon the request of the mayor, or at least two (2) other members of the board

### **Rule 13. Voting by Written Ballot**

The board may choose by majority vote to use written ballots in voting on a motion. Such ballots shall be signed, and the minutes of the board shall show the vote of each member voting. The ballots shall be available for public inspection in the office of the city clerk immediately following the meeting at which the vote took place and until the minutes of that meeting are approved, at which time the ballots may be destroyed.

### **Rule 14. Debate**

The mayor shall state the motion and then open the floor to debate. The mayor shall preside over the debate according to the following general principles:

1. The maker of the motion is entitled to speak first;
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
3. To the extent possible, the debate shall alternate between proponents and opponents of the measure.

### **Rule 15. Ratification of Actions**

To the extent permitted by law, the board may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

### **Rule 16. Procedural Motions**

**(a) Certain Motions Allowed.** In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

**(b) Order of Priority of Motions.** In order of priority (if applicable), the procedural motions are:

**Motion 1. To Appeal a Procedural Ruling of the Presiding Officer.** A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the board, as specified in Rule 7. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

**Motion 2. To Adjourn.** This motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess to a time and place certain shall also comply with the requirements of Rule 2(c).

**Motion 3. To Take a Brief Recess.** This motion allows the board to pause briefly in its proceedings rather than to recess to a time and place certain.

**Motion 4. Call to Follow the Agenda.** The motion must be made at the first reasonable opportunity or it is waived.

**Motion 5. To Suspend the Rules.** The board may not suspend provisions of the rules that state requirements imposed by law on the board. For adoption, the motion requires an affirmative vote equal to a majority of the entire membership of the board rather than of a quorum present.

**Motion 6. To Go into Closed Session.** The board may go into closed session only for one or more of the permissible purposes listed in G.S. 143-318.11(a):

(1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning

of Chapter 132 of the General Statutes;

(2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award;

(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded;

(4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session;

(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract;

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting;

(7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct;

(8) To formulate plans by a local board of education relating to emergency response to

incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team; or

(9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. 143-318.11(a)(1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. 143-318(a)(3) shall identify the parties in each existing lawsuit concerning which the board expects to receive advice during the closed session, if in fact such advice is to be received.

**Motion 7. To Leave Closed Session.** This motion is made to return from a closed session to an open meeting.

**Motion 8. To Divide a Complex Motion and Consider It by Paragraph.** The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

**Motion 9. To Defer Consideration (also, To Table).** The board may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires one hundred (100) days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A person who wishes to revisit the matter during that time must take action to revive consideration of the original motion [Rule 16(b), Motion 14], or else move to suspend the rules [Rule 16(b), Motion 5].

**Motion 10. Motion for the Previous Question.** The motion is not in order until there have been at least twenty (20) minutes of debate and every member has had an opportunity to speak once.

**Motion 11. To Postpone to a Certain Time or Day.** If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A person who wishes to revisit the matter must either wait until the specified time or move to suspend the rules [Rule 16(b), Motion 5].

**Motion 12. To Refer a Motion to a Committee.** The board may vote to refer a substantive motion to a committee for its study and recommendations. Sixty (60) days or more after a substantive motion has been referred to a committee, the introducer of the substantive motion may compel consideration of the measure by the entire board, whether or not the committee has reported the matter to the board.

**Motion 13. To Amend.**

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) Any amendment to a proposed ordinance or resolution shall be reduced to writing before the vote on the amendment.

**Motion 14. To Revive Consideration.** The board may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 9 of Rule 16(b). The motion is in order at any time within one hundred (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires one hundred (100) days after the deferral unless a motion to revive consideration is adopted.

**Motion 15. To Reconsider.** The board may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority, except in the case of a tie; in that case the "nos" prevail) and only at the meeting during which the original vote was taken, including any continuation of that meeting through recess to a time and place certain. The motion cannot interrupt deliberation on a pending matter but is in order at any time before final adjournment of the meeting.

**Motion 16. To Rescind or Repeal.** The board may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

**Motion 17. To Prevent Reintroduction for Six Months.** The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires for adoption a vote equal to a majority of the entire membership of the board, rather than of a quorum. If adopted, the restriction imposed by the motion remains in effect for six months or until the next organizational meeting of the board, whichever occurs first.

#### **Rule 17. Renewal of Motion**

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reconsideration has been adopted.

#### **Rule 18. Withdrawal of Motion**

A motion may be withdrawn by the introducer at any time before it is amended or before the chair puts the motion to a vote, whichever occurs first.

### **Rule 19. Duty to Vote**

Every member must vote unless excused by the remaining members of the board. A member who wishes to be excused from voting shall so inform the presiding official, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by the board or by law, or the member's official conduct, as defined by the board. In all other cases, a failure to vote by a member who is physically present in the board chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote.

### **Rule 20. Conflicts of Interest**

(a) Implicit in the operations and conduct of city government is the constant expectation that the board recognize that in all their transactions and at all times they are subject to the duty of undivided loyalty to the city. The nature of their obligations is such that it demands positive action on their part to affirmatively protect and promote the interest of the city committed to their care, and at all times to avoid situations where their self-interests, actual or apparent, may be of such nature or extent as to conflict with performance of that primary responsibility.

(b) The scope of human activity is so broad that it is unadvisable to attempt to enumerate here all possible areas in which a conflict of interest might arise. Consequently, the following is an illustrative list only, and is not intended to proscribe all aspects of the conduct of the board in their capacity as city elected officials:

1. No member of the board should use their positions or the knowledge gained therein in such manner that a conflict between the city's interests and their personal interests arise. Both the fact and the appearance of the conflicting interests are to be avoided.

2. Members of the board should refrain from transmitting any knowledge of city considerations or decisions or any other information which might be prejudicial to the interest of the city to any person other than in connection with the discharge of their responsibility.

3. If any applicable statutes or laws exist, strict compliance with the provisions of such statutes or laws is expected, whether local, state or federal.

4. Whenever a board member has a personal interest, whether individually or through another party that has or may have business dealings with the city, he or she shall disclose that interest to the city manager for proper consideration and action.

5. Whenever a board member has an opportunity to engage in a transaction in which the city would otherwise wish to engage in, he or she shall disclose that interest to the city manager chair for proper consideration and action.

6. If a board member is in a position where access to the city's confidential information may materially influence his or her decisions in another party engaged in business with the city, he or she shall decline that information.

7. If a board member is in a position where access to the city's confidential information may materially influence his or her personal financial or investment decisions, he or she shall decline that information.

8. Board members shall at all times fully comply with the board's code of ethics.

(c) Members of the board shall comply with all laws and requirements governing conflicts of interest, self-benefiting, gifts and favors, and misuse of confidential information, as required by N.C.G.S. §§14-234, 14-234.1, and 133-32.

(d) If at any time an elected official finds that they are in doubt as to the proper application of the city's policy on conflicts of interest with respect to any particular situation, or they find that they might have a financial interest or outside relationship which might involve a conflict of interest, they should immediately make all the facts known to the city manager for proper consideration and action.

#### **Rule 21. Closed Sessions**

The board may hold closed sessions as provided by law. The board shall commence a closed session only after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The board shall terminate the closed session by a majority vote, using Motion 7 of Rule 16(b).

Only those actions authorized by statute may be taken in closed session. A motion to adjourn shall not be in order during a closed session.

#### **Rule 22. Quorum**

(a) A majority of the actual membership of the board, excluding vacant seats shall constitute a quorum. A majority is more than half. The mayor shall be considered a member of the board in determining the number on which a majority is based and in counting the number of members actually present. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

(b) A member or members of the board participating from a remote location by simultaneous communication shall be counted as present for quorum purposes, and all votes of members of the board made during an official meeting with simultaneous communication shall be counted as if the member were physically present in the place of the official meeting, provided all of criteria outlined in this Rule 22, and Rule 20 above, are met.

### **Rule 23. Public Hearings**

Public hearings required by law or deemed advisable by the board shall be organized by a resolution that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted for each speaker, and other pertinent matters. The resolution shall be adopted by a majority vote. Its specifications may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to board meetings shall also apply to public hearings at which a majority of the board is present; such a hearing is considered to be part of a regular or special meeting of the board. These requirements also apply to hearings conducted by appointed or elected committees of board members, if a majority of the committee is present. A public hearing for which any required notices have been given may be continued to a time and place certain without further advertisement. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the board, or of a board committee, as applicable, is present.

At the time appointed for the hearing, the presiding official or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires, or earlier, if no one wishes to speak who has not done so, the presiding officer shall entertain a motion to end the hearing.

### **Rule 24. Minutes**

Full and accurate minutes of the board proceedings, including closed sessions, shall be kept. The board shall also keep a general account of any closed session so that a person not in attendance would have a reasonable understanding of what transpired. These minutes and general accounts shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the board, the entire board shall be polled by name on any vote.

Members' and other persons' comments may be included in the minutes if the board approves.

General accounts of closed sessions are sealed upon approval by the board. Such sealed general accounts shall be withheld from public inspection until the city attorney makes a determination that public inspection of such general accounts would frustrate the purpose of the closed session, at which point they shall be unsealed by the city clerk.

## **Rule 25. Appointments**

(a) The board may consider and make appointments to other bodies, including its own committees, if any, only in open session. The board may not consider or fill a vacancy among its own membership except in open session. Appointments will be made according to the North Carolina General Statutes, when applicable.

(b) The board shall at all times comply with the North Carolina Constitutional and statutory prohibitions on dual-office holding.

(c) If an appointee has unexcused absences which constitute more than 25% of the Board meetings in any calendar year which he or she is required to attend pursuant to his or her appointment, he or she may be asked to resign by majority vote of the board, commission or committee. Excused absences are defined as absences caused by events beyond one's control. If the individual refuses to resign when asked he or she may be dismissed by action of the Board of Aldermen subject to state or local law. A calendar year is to be defined as a 12-month period beginning on the date of appointment.

(d) Appointees must uphold city policies pertaining to the board, commission, or committee on which he or she serves.

(e) The city shall cause the following appointment information to be published on the city's official website for each board, commission or committee where the city has an official appointment:

1. The name.
2. A brief summary of its function.
3. The total number of members and terms of office.
4. The requirements for office and duties of each appointed position.
5. The current members, including names and terms served.
6. The regular meeting day, time, and location, if available.
7. The method by which each appointment is made.

(f) The board shall use the following procedure to make appointments to various other boards and committees:

1. Notification of available appointments. A list of available positions stating terms of office, requirement for office, and duties of positions shall be available for public inspection in the

office of the city clerk, and published on the city's official website at the beginning of each calendar year.

2. Selection Process.

(i) Individuals interested in applying for appointment shall submit a written application on a form provided by the city to the city clerk and available on the city's official website.

(ii) The city clerk shall provide the board with written notification that vacancies exist on the various boards, commissions and committees appointed by the board or its members. This notification along with applications of interested citizens shall be provided to the board at a regular meeting.

(iii) Nominations for vacancies may be made at the same meeting at which the vacancy is considered; provided, however, that upon a motion and second, nominations may be delayed until a subsequent meeting upon a simple majority vote. Once the floor is opened for nominations, the member or members shall put forth nominations with no second required, and debate such nominations where necessary. When the debate has ended, and if only one nomination is made, the appointment shall be approved by a voice vote of a majority of the board. If more than one nomination is made, the city clerk shall call the roll of the members and each member shall cast a vote. The nominee who receives the highest votes shall be the nominee appointed.

3. Applications. All applications for appointments shall remain active and on file with the city clerk for a period of one (1) year.

**Rule 26. Committees and Boards**

**(a) Establishment and Appointment.** The board may establish and appoint members for such temporary and standing committees and boards as are required by law or needed to help carry on the board's work. Any specific provisions of law relating to particular committees and boards shall be followed.

**(b) Open Meetings Law.** The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, councils, or other bodies of a local governmental unit that are composed of two or more members and that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, administrative, or advisory functions. However, the law's requirements shall not apply to a meeting solely among the city's professional staff.

**Rule 27. Amendment of the Rules**

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, unless a statute or a rule of the board provides otherwise. Adoption of an amendment shall require an affirmative vote equal to a quorum.

**Rule 28. Reference to *Robert's Rules of Order***

The board shall refer to the current edition of *Robert's Rules of Order Newly Revised* to answer procedural questions not resolved in these rules so long as *RONR* does not conflict with North Carolina law or with the spirit of these rules.

**Board of Aldermen**  
**of the**  
**City of New Bern**  
**Rules of Procedure**

**I. Applicability**

These rules apply to all meetings of the Board of Aldermen of the City of New Bern at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

**II. Regular, Special and Emergency Meetings** 

**Rule 1. Regular Meetings**

The board of aldermen shall adopt a schedule of its regular monthly meetings prior to the commencement of each calendar year. Regular meetings of the board of aldermen shall be held at city hall, located at 300 Pollock Street, New Bern, North Carolina, and shall begin at 6:00 p.m. A current copy of the board's regular meeting schedule shall be filed with the city clerk, and available on the city's official website.

**Rule 2. Special, Emergency, and Recessed Meetings**

**(a) Special Meetings.** The mayor, or two members of the board of aldermen may at any time call a special meeting of the board. At least forty-eight hours before a special meeting called in this manner, written notice of the meeting stating its time and place and the subjects to be considered shall be (1) given to each board member; (2) posted on the board's principal bulletin board or, if none, at the door of the board's usual meeting room; and (3) mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the city clerk.

A special meeting may also be called or scheduled by vote of the board in open session during another duly called meeting. The motion or resolution calling or scheduling the special meeting shall specify its time, place, and purpose. At least forty-eight hours before a special meeting called in this manner, notice of the time, place, and purpose of the meeting shall be (1) posted on the board's principal bulletin board or, if none, at the door of the board's usual meeting room and (2) mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the city clerk. Only those items of business specified in the notice may be discussed or transacted at a special meeting, unless (1) all members are present; and (2) the board determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

**(b) Emergency Meetings.** The mayor, or two members of the board of aldermen may at any time call an emergency meeting of the board by signing a written notice stating the time and place of the meeting and the subjects to be considered. Written or oral notice of the meeting shall be given to each board member and to each local newspaper, local wire service, local radio station, and local television station that has filed a written emergency meeting notice request with the city clerk, and whose request includes the newspaper's, wire service's, or station's telephone number. Notice to the news media shall be given at the expense of the party notified.

Emergency meetings may be called only because of generally unexpected circumstances that require immediate consideration by the board. Only business connected with the emergency may be considered at an emergency meeting.

**(c) Recessed Meetings.** A properly called regular, special, or emergency meeting may be recessed to a time and place certain by a procedural motion made and adopted as provided in Rule 16(b), Motion 2, in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of such a recessed session of a properly called regular, special, or emergency meeting.

**(d) Cancellations.** Any regular, special, or recessed meeting of the board of aldermen shall be cancelled upon a declaration of a state of emergency by the Craven County Department of Emergency Services. In the event of such a cancellation, the city shall notify the local media of the cancellation, and to the extent possible, cause a notice of the cancellation to be posted at the door of the board's usual meeting room.

### III. Organization of the Board



#### Rule 3. Organizational Meeting

The board shall hold an organizational meeting at its regular meeting place at 6:00 p.m. on the second Tuesday in December following a regular municipal election, and quadrennially thereafter. Initially, the previous board shall convene, at which time it shall approve any prior minutes and may consider any unfinished business it desires to complete. It shall then adjourn *sine die*. Immediately following, the newly elected board shall convene and take and subscribe the oath of office as the first order of business. As the second order of business, the board shall elect a mayor pro tem, using one of the nomination and voting procedures set out in Rule 25. The mayor pro tem shall act as mayor whenever the mayor shall be absent from the city or be prevented by sickness or other cause from attending to the duties of his office, and he shall possess all the rights and powers of the mayor during the continuance of such vacancy, absence or disability. The mayor shall preside at meetings of the board of aldermen and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by the general laws of North Carolina, by the City Charter, and the ordinances of the city. The mayor shall have the right to vote on any question before the board of aldermen.

## IV. Agenda

### Rule 4. Agenda

(a) **Agenda.** The city manager shall cause to be prepared an agenda and agenda package for each meeting. A request to have an item of business placed on the agenda may be raised by any board member as 'new business' on the agenda, and upon receiving a majority vote, shall be placed on a future agenda as directed. An agenda package shall include, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce, and shall contain a copy of all proposed resolutions and ordinances as may appear on the agenda. Each board member shall receive a copy of the proposed agenda and agenda package no later than three (3) days prior to each regular meeting in either digital or hard copy form, as requested by each board member. The proposed agenda and agenda package shall also be available for public inspection and appear on the city's official website no later than three (3) days prior to each regular meeting, or as soon as possible if three (3) days is not practical. Nothing in this section shall preclude the city manager from modifying the proposed agenda and agenda package at any time prior to a board meeting as the city's business dictates.

(b) **Adoption of the Agenda.** As its first order of business at each meeting, the board shall, as specified in Rule 6, discuss and revise the proposed agenda and adopt an agenda for the meeting. The board may by majority vote add items to or subtract items from the proposed agenda, except that the board may not add items to the agenda of a special meeting unless (a) all members are present and (b) the board determines in good faith at the meeting that it is essential to discuss or act on the item immediately. If items are proposed to be added to the agenda, the board may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all board members.

The board may designate certain agenda items "for discussion and possible action." Such designation means that the board intends to discuss the general subject area of that agenda item before making any motion concerning that item.

(c) **Open Meetings Requirements.** The board shall not deliberate, vote, or otherwise take action on any matter by reference to a letter, number or other designation, or other secret device or method, with the intention of making it impossible for persons attending a meeting of the board to understand what is being deliberated, voted, or acted on. However, the board may deliberate, vote, or otherwise take action by reference to an agenda, if copies of the agenda—sufficiently worded to enable the public to understand what is being deliberated, voted, or acted on—are available for public inspection at the meeting.  <sup>1</sup>

### Rule 5. Petition of Citizens. <sup>2</sup>

The board shall provide at least one period for public comment per month at its first regular monthly meeting of the board. In compliance with N.C.G.S. §160A-81.1, the board establishes the following policy for monthly public comments at the first regular meeting of the board of

aldermen each month. The clerk shall provide sign-up forms at the entry to the city hall meeting room prior to each meeting for persons who desire to address the board. Forms shall be available until the commencement of the board meeting. The purpose of the time for informal public comments is to allow for public input to the board on issues germane to the city. It is not intended to compel board members or staff to answer questions in an impromptu manner.

Each speaker will speak from the podium, and begin their remarks by giving their name, stating whether or not they are residents of the city, and stating the topic about which they intend to speak. Comments will be directed to the full board, not to an individual board member, staff members, or the audience. 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. Speakers may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation. Personal attacks will not be tolerated. Speakers may leave written comments and/or supporting documents, if any, with the clerk to the board.

If at the beginning of the public comment period, the mayor determines that the time required to hear all speakers on the sign-up sheet would unduly disrupt the conduct of city business or cause undue inconvenience to citizens in attendance for other items on the agenda, the mayor may require the designation of spokesman, or the selection of delegates, for groups of persons supporting or opposing the same positions, whose time shall be limited to a maximum of 4 minutes. The mayor may also move the period for public comment to some time later in the meeting.

Notwithstanding the mayor's prerogatives under this Rule 5, any decision of the mayor may be appealed and overruled by a majority of the Board.

#### **Rule 6. Order of Business**

Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

1. Discussion and revision of the proposed agenda; adoption of an agenda
2. Public hearings
3. Administrative reports
4. Approval of minutes
5. Appointments
6. Attorney's report
7. City manager's report
8. New Business
9. Closed session, if any

By general consent of the board, items may be considered out of order.

## V. Conduct of Debate

### Rule 7. Presiding Officer 1

The mayor shall preside at board meetings if he or she is present, unless he or she becomes actively engaged in debate on a particular matter. In order to address the board, a member must be recognized by the mayor.

If the mayor is absent, the mayor pro tem shall preside. If both the mayor and mayor pro tem are absent, another member designated by majority vote of the board shall preside. The mayor pro tem, or another member who is temporarily presiding retains all of his or her rights as a member, including the right to make motions and the right to vote.  2

If the presiding officer becomes actively involved in debate on a particular matter, he or she may designate another board member to preside over the debate. The presiding officer shall resume presiding as soon as action on the matter is concluded.

The presiding officer shall have the following powers:

To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;

To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this ground;

To entertain and answer questions of parliamentary law or procedure;

To call a brief recess at any time;

To adjourn in an emergency.

A decision by the presiding officer under any of the first three powers listed may be appealed to the board upon motion of any member, pursuant to Rule 16, Motion 1. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order.

### Rule 8. Action by the Board

(a) The board shall proceed by motion, except as otherwise provided for in Rules 3, 4, and 25. Any member, including the mayor, may make a motion

(b) **Attendance via Simultaneous and/or Electronic Communication.** In order to participate in a meeting via simultaneous and/or electronic communication, the following criteria

must be met:

1. The official meeting was properly noticed under G.S. 143-318.12 and under any other requirement for notice applicable to the board.
2. The member or members participating from a remote location by simultaneous communication can fully participate in the deliberations.
3. The member or members of the board participating from a remote location by simultaneous communication can be heard by the other members of the board and any other individual in attendance at the official meeting.
4. The vote of the member or members of the board participating from a remote location by simultaneous communication is not by electronic mail or facsimile.
5. If the Mayor is participating from a remote location by simultaneous communication, the mayor pro temp or some other member of the board who is physically present shall preside at the official meeting. The Mayor or presiding officer of the board participating from a remote location by simultaneous communication shall retain the same voting rights he or she has when presiding.
6. The official meeting, or part of an official meeting with a member or members of the board participating from a remote location by simultaneous communication is not allowed in any quasi-judicial proceeding.
7. No written ballots may be taken at the official meeting with a member or members of the board participating from a remote location by simultaneous communication.
8. If the official meeting involves a member of the board participating from a remote location by simultaneous communication by which the member or members cannot be physically seen by the public body, that member must comply with all of the following:
  - (i) The participation of the member or members must be announced when the meeting is commenced or at the beginning of participation.
  - (ii) The member identifies himself or herself prior to participating in the deliberations during the official meeting.
  - (iii) The member identifies himself or herself prior to voting.
9. The member or members participating from a remote location by simultaneous communication shall have been provided with any documents to be considered during the official meeting.

**Rule 9. Second Required**

A motion requires a second before the board may proceed with discussion or action on the motion.

**Rule 10. One Motion at a Time**

A member may make only one motion at a time.

**Rule 11. Substantive Motions**

A substantive motion is out of order while another substantive motion is pending.

**Rule 12. Adoption by Majority Vote**  <sup>1</sup>

(a) A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 22 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half.

(b) A roll call vote shall be required for the following actions:

1. Adoption of an ordinance;
2. Adoption of a written resolution; and
3. Upon the request of the mayor, or at least two (2) other members of the board

**Rule 13. Voting by Written Ballot**

The board may choose by majority vote to use written ballots in voting on a motion. Such ballots shall be signed, and the minutes of the board shall show the vote of each member voting. The ballots shall be available for public inspection in the office of the city clerk immediately following the meeting at which the vote took place and until the minutes of that meeting are approved, at which time the ballots may be destroyed.

**Rule 14. Debate**

The mayor shall state the motion and then open the floor to debate. The mayor shall preside over the debate according to the following general principles:

1. The maker of the motion is entitled to speak first;
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
3. To the extent possible, the debate shall alternate between proponents and opponents of the measure.

## **Rule 15. Ratification of Actions**

To the extent permitted by law, the board may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

## **Rule 16. Procedural Motions**

**(a) Certain Motions Allowed.** In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

**(b) Order of Priority of Motions.** In order of priority (if applicable), the procedural motions are:

**Motion 1. To Appeal a Procedural Ruling of the Presiding Officer.** A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the board, as specified in Rule 7. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

**Motion 2. To Adjourn.** This motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess to a time and place certain shall also comply with the requirements of Rule 2(c).

**Motion 3. To Take a Brief Recess.** This motion allows the board to pause briefly in its proceedings rather than to recess to a time and place certain.

**Motion 4. Call to Follow the Agenda.** The motion must be made at the first reasonable opportunity or it is waived.

**Motion 5. To Suspend the Rules.** The board may not suspend provisions of the rules that state requirements imposed by law on the board. For adoption, the motion requires an affirmative vote equal to a majority of the entire membership of the board rather than of a quorum present.

**Motion 6. To Go into Closed Session.** The board may go into closed session only for one or more of the permissible purposes listed in G.S. 143-318.11(a):

(1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning

of Chapter 132 of the General Statutes;

(2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award;

(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded;

(4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session;

(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract;

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting;

(7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct;

(8) To formulate plans by a local board of education relating to emergency response to

incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team; or

(9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. 143-318.11(a)(1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. 143-318(a)(3) shall identify the parties in each existing lawsuit concerning which the board expects to receive advice during the closed session, if in fact such advice is to be received.

**Motion 7. To Leave Closed Session.** This motion is made to return from a closed session to an open meeting.

**Motion 8. To Divide a Complex Motion and Consider It by Paragraph.** The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

**Motion 9. To Defer Consideration (also, To Table).** The board may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires one hundred (100) days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A person who wishes to revisit the matter during that time must take action to revive consideration of the original motion [Rule 16(b), Motion 14], or else move to suspend the rules [Rule 16(b), Motion 5].

**Motion 10. Motion for the Previous Question.** The motion is not in order until there have been at least twenty (20) minutes of debate and every member has had an opportunity to speak once.

**Motion 11. To Postpone to a Certain Time or Day.** If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A person who wishes to revisit the matter must either wait until the specified time or move to suspend the rules [Rule 16(b), Motion 5].

**Motion 12. To Refer a Motion to a Committee.** The board may vote to refer a substantive motion to a committee for its study and recommendations. Sixty (60) days or more after a substantive motion has been referred to a committee, the introducer of the substantive motion may compel consideration of the measure by the entire board, whether or not the committee has reported the matter to the board.

**Motion 13. To Amend.**

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) Any amendment to a proposed ordinance or resolution shall be reduced to writing before the vote on the amendment.

**Motion 14. To Revive Consideration.** The board may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 9 of Rule 16(b). The motion is in order at any time within one hundred (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires one hundred (100) days after the deferral unless a motion to revive consideration is adopted.

**Motion 15. To Reconsider.** The board may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority, except in the case of a tie; in that case the "nos" prevail) and only at the meeting during which the original vote was taken, including any continuation of that meeting through recess to a time and place certain. The motion cannot interrupt deliberation on a pending matter but is in order at any time before final adjournment of the meeting.

**Motion 16. To Rescind or Repeal.** The board may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

**Motion 17. To Prevent Reintroduction for Six Months.** The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires for adoption a vote equal to a majority of the entire membership of the board, rather than of a quorum. If adopted, the restriction imposed by the motion remains in effect for six months or until the next organizational meeting of the board, whichever occurs first.

#### **Rule 17. Renewal of Motion**

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reconsideration has been adopted.

#### **Rule 18. Withdrawal of Motion**

A motion may be withdrawn by the introducer at any time before it is amended or before the chair puts the motion to a vote, whichever occurs first.

## **Rule 19. Duty to Vote**



Every member must vote unless excused by the remaining members of the board. A member who wishes to be excused from voting shall so inform the presiding official, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by the board or by law, or the member's official conduct, as defined by the board. In all other cases, a failure to vote by a member who is physically present in the board chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote.

## **Rule 20. Conflicts of Interest**



(a) Implicit in the operations and conduct of city government is the constant expectation that the board recognize that in all their transactions and at all times they are subject to the duty of undivided loyalty to the city. The nature of their obligations is such that it demands positive action on their part to affirmatively protect and promote the interest of the city committed to their care, and at all times to avoid situations where their self-interests, actual or apparent, may be of such nature or extent as to conflict with performance of that primary responsibility.

(b) The scope of human activity is so broad that it is unadvisable to attempt to enumerate here all possible areas in which a conflict of interest might arise. Consequently, the following is an illustrative list only, and is not intended to proscribe all aspects of the conduct of the board in their capacity as city elected officials:

1. No member of the board should use their positions or the knowledge gained therein in such manner that a conflict between the city's interests and their personal interests arise. Both the fact and the appearance of the conflicting interests are to be avoided.

2. Members of the board should refrain from transmitting any knowledge of city considerations or decisions or any other information which might be prejudicial to the interest of the city to any person other than in connection with the discharge of their responsibility.

3. If any applicable statutes or laws exist, strict compliance with the provisions of such statutes or laws is expected, whether local, state or federal.

4. Whenever a board member has a personal interest, whether individually or through another party that has or may have business dealings with the city, he or she shall disclose that interest to the city manager for proper consideration and action.

5. Whenever a board member has an opportunity to engage in a transaction in which the city would otherwise wish to engage in, he or she shall disclose that interest to the city manager chair for proper consideration and action.

6. If a board member is in a position where access to the city's confidential information may materially influence his or her decisions in another party engaged in business with the city, he or she shall decline that information.

7. If a board member is in a position where access to the city's confidential information may materially influence his or her personal financial or investment decisions, he or she shall decline that information.

8. Board members shall at all times fully comply with the board's code of ethics.

(c) Members of the board shall comply with all laws and requirements governing conflicts of interest, self-benefiting, gifts and favors, and misuse of confidential information, as required by N.C.G.S. §§14-234, 14-234.1, and 133-32.

(d) If at any time an elected official finds that they are in doubt as to the proper application of the city's policy on conflicts of interest with respect to any particular situation, or they find that they might have a financial interest or outside relationship which might involve a conflict of interest, they should immediately make all the facts known to the city manager for proper consideration and action.

#### **Rule 21. Closed Sessions** <sup>1</sup>

The board may hold closed sessions as provided by law. The board shall commence a closed session only after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The board shall terminate the closed session by a majority vote, using Motion 7 of Rule 16(b).

Only those actions authorized by statute may be taken in closed session. A motion to adjourn shall not be in order during a closed session.

#### **Rule 22. Quorum** <sup>2</sup>

(a) A majority of the actual membership of the board, excluding vacant seats shall constitute a quorum. A majority is more than half. The mayor shall be considered a member of the board in determining the number on which a majority is based and in counting the number of members actually present. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

(b) A member or members of the board participating from a remote location by simultaneous communication shall be counted as present for quorum purposes, and all votes of members of the board made during an official meeting with simultaneous communication shall be counted as if the member were physically present in the place of the official meeting, provided all of criteria outlined in this Rule 22, and Rule 20 above, are met.

### **Rule 23. Public Hearings**



Public hearings required by law or deemed advisable by the board shall be organized by a resolution that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted for each speaker, and other pertinent matters. The resolution shall be adopted by a majority vote. Its specifications may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to board meetings shall also apply to public hearings at which a majority of the board is present; such a hearing is considered to be part of a regular or special meeting of the board. These requirements also apply to hearings conducted by appointed or elected committees of board members, if a majority of the committee is present. A public hearing for which any required notices have been given may be continued to a time and place certain without further advertisement. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the board, or of a board committee, as applicable, is present.

At the time appointed for the hearing, the presiding official or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires, or earlier, if no one wishes to speak who has not done so, the presiding officer shall entertain a motion to end the hearing.

### **Rule 24. Minutes**



Full and accurate minutes of the board proceedings, including closed sessions, shall be kept. The board shall also keep a general account of any closed session so that a person not in attendance would have a reasonable understanding of what transpired. These minutes and general accounts shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the board, the entire board shall be polled by name on any vote.

Members' and other persons' comments may be included in the minutes if the board approves.

General accounts of closed sessions are sealed upon approval by the board. Such sealed general accounts shall be withheld from public inspection until the city attorney makes a determination that public inspection of such general accounts would frustrate the purpose of the closed session, at which point they shall be unsealed by the city clerk.

## **Rule 25. Appointments**



- (a) The board may consider and make appointments to other bodies, including its own committees, if any, only in open session. The board may not consider or fill a vacancy among its own membership except in open session. Appointments will be made according to the North Carolina General Statutes, when applicable.
- (b) The board shall at all times comply with the North Carolina Constitutional and statutory prohibitions on dual-office holding.
- (c) If an appointee has unexcused absences which constitute more than 25% of the Board meetings in any calendar year which he or she is required to attend pursuant to his or her appointment, he or she may be asked to resign by majority vote of the board, commission or committee. Excused absences are defined as absences caused by events beyond one's control. If the individual refuses to resign when asked he or she may be dismissed by action of the Board of Aldermen subject to state or local law. A calendar year is to be defined as a 12-month period beginning on the date of appointment.
- (d) Appointees must uphold city policies pertaining to the board, commission, or committee on which he or she serves.
- (e) The city shall cause the following appointment information to be published on the city's official website for each board, commission or committee where the city has an official appointment:
1. The name.
  2. A brief summary of its function.
  3. The total number of members and terms of office.
  4. The requirements for office and duties of each appointed position.
  5. The current members, including names and terms served.
  6. The regular meeting day, time, and location, if available.
  7. The method by which each appointment is made.
- (f) The board shall use the following procedure to make appointments to various other boards and committees:
1. Notification of available appointments. A list of available positions stating terms of office, requirement for office, and duties of positions shall be available for public inspection in the

office of the city clerk, and published on the city's official website at the beginning of each calendar year.

## 2. Selection Process.

(i) Individuals interested in applying for appointment shall submit a written application on a form provided by the city to the city clerk and available on the city's official website.

(ii) The city clerk shall provide the board with written notification that vacancies exist on the various boards, commissions and committees appointed by the board or its members. This notification along with applications of interested citizens shall be provided to the board at a regular meeting.

(iii) Nominations for vacancies may be made at the same meeting at which the vacancy is considered; provided, however, that upon a motion and second, nominations may be delayed until a subsequent meeting upon a simple majority vote. Once the floor is opened for nominations, the member or members shall put forth nominations with no second required, and debate such nominations where necessary. When the debate has ended, and if only one nomination is made, the appointment shall be approved by a voice vote of a majority of the board. If more than one nomination is made, the city clerk shall call the roll of the members and each member shall cast a vote. The nominee who receives the highest votes shall be the nominee appointed.

3. Applications. All applications for appointments shall remain active and on file with the city clerk for a period of one (1) year.

## Rule 26. Committees and Boards <sup>1</sup>

**(a) Establishment and Appointment.** The board may establish and appoint members for such temporary and standing committees and boards as are required by law or needed to help carry on the board's work. Any specific provisions of law relating to particular committees and boards shall be followed.

**(b) Open Meetings Law.** The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, councils, or other bodies of a local governmental unit that are composed of two or more members and that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, administrative, or advisory functions. However, the law's requirements shall not apply to a meeting solely among the city's professional staff.  <sup>2</sup>

## Rule 27. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, unless a statute or a rule of the board provides otherwise. Adoption of an amendment shall require an affirmative vote equal to a quorum.

# Summary of Comments on Board Rules of Procedure (003).pdf

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## Page: 1

Number: 1 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:41:48 PM  
NCGS 160A-71

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## Page: 2

Number: 1 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:53:28 PM  
NCGS 160A-68

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## Page: 3

Number: 1 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:54:05 PM  
NCGS 143-318.10

Number: 2 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:54:20 PM  
NCGS 160A-81.1

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## Page: 5

Number: 1 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:56:06 PM  
NCGS 160A-67, NCGS 160A-68, NCGS 160A-70

Number: 2 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:56:40 PM  
NCGS 160A-70

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Number: 1 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:56:53 PM  
NCGS 160A-75

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NCGS 143-318.11

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NCGS 160A-75
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NCGS 14-234, NCGS 133-32

## Page: 13

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- Number: 1 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:59:07 PM  
NCGS 143-318.11
  - Number: 2 Author: Blancob Subject: Sticky Note Date: 2/7/2024 2:59:13 PM  
NCGS 160A-74

## Page: 14

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NCGS 160A-81
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NCGS 160A-72

## Page: 15

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NCGS 157.5, NCGS 160D-301

## Page: 16

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NCGS 160D-301
  - Number: 2 Author: Blancob Subject: Sticky Note Date: 2/7/2024 3:01:37 PM  
NCGS 143-318.10

**§ 14-234. Public officers or employees benefiting from public contracts; exceptions.**

- (a)
  - (1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law.
  - (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract.
  - (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.
- (a1) For purposes of this section:
  - (1) As used in this section, the term "public officer" means an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency.
  - (2) A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract.
  - (3) A public officer or employee is involved in making a contract if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.
  - (4) A public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.
  - (5) A public officer or employee is not involved in making or administering a contract solely because of the performance of ministerial duties related to the contract.
- (b) Subdivision (a)(1) of this section does not apply to any of the following:
  - (1) Any contract between a public agency and a bank, banking institution, savings and loan association, or with a public utility regulated under the provisions of Chapter 62 of the General Statutes.
  - (2) An interest in property conveyed by an officer or employee of a public agency under a judgment, including a consent judgment, entered by a superior court judge in a condemnation proceeding initiated by the public agency.
  - (3) Any employment relationship between a public agency and the spouse of a public officer of the agency.
  - (3a) Any employment relationship between a local board of education and the spouse of the superintendent of that local school administrative unit, if that employment relationship has been approved by that board in an open session meeting pursuant to the board's policy adopted as provided in G.S. 115C-47(17a).

- (4) Remuneration from a public agency for services, facilities, or supplies furnished directly to needy individuals by a public officer or employee of the agency under any program of direct public assistance being rendered under the laws of this State or the United States to needy persons administered in whole or in part by the agency if: (i) the programs of public assistance to needy persons are open to general participation on a nondiscriminatory basis to the practitioners of any given profession, professions or occupation; (ii) neither the agency nor any of its employees or agents, have control over who, among licensed or qualified providers, shall be selected by the beneficiaries of the assistance; (iii) the remuneration for the services, facilities or supplies are in the same amount as would be paid to any other provider; and (iv) although the public officer or employee may participate in making determinations of eligibility of needy persons to receive the assistance, he or she takes no part in approving his or her own bill or claim for remuneration.

(b1) No public officer who will derive a direct benefit from a contract entered into under subsection (b) of this section may deliberate or vote on the contract or attempt to influence any other person who is involved in making or administering the contract.

(c) through (d) Repealed by Session Laws 2001-409, s. 1, effective July 1, 2002.

(d1) Subdivision (a)(1) of this section does not apply to (i) any elected official or person appointed to fill an elective office of a village, town, or city having a population of no more than 20,000 according to the most recent official federal census, (ii) any elected official or person appointed to fill an elective office of a county within which there is located no village, town, or city with a population of more than 20,000 according to the most recent official federal census, (iii) any elected official or person appointed to fill an elective office on a city board of education in a city having a population of no more than 20,000 according to the most recent official federal census, (iv) any elected official or person appointed to fill an elective office as a member of a county board of education in a county within which there is located no village, town or city with a population of more than 20,000 according to the most recent official federal census, (v) any physician, pharmacist, dentist, optometrist, veterinarian, or nurse appointed to a county social services board, local health board, or area mental health, developmental disabilities, and substance abuse board serving one or more counties within which there is located no village, town, or city with a population of more than 20,000 according to the most recent official federal census, and (vi) any member of the board of directors of a public hospital if all of the following apply:

- (1) The undertaking or contract or series of undertakings or contracts between the village, town, city, county, county social services board, county or city board of education, local health board or area mental health, developmental disabilities, and substance abuse board, or public hospital and one of its officials is approved by specific resolution of the governing body adopted in an open and public meeting, and recorded in its minutes and the amount does not exceed twenty thousand dollars (\$20,000) for medically related services and sixty thousand dollars (\$60,000) for other goods or services within a 12-month period.
- (2) The official entering into the contract with the unit or agency does not participate in any way or vote.
- (3) The total annual amount of contracts with each official, shall be specifically noted in the audited annual financial statement of the village, town, city, or county.
- (4) The governing board of any village, town, city, county, county social services board, county or city board of education, local health board, area mental

**§ 133-32. Gifts and favors regulated.**

(a) It shall be unlawful for any contractor, subcontractor, or supplier who:

- (1) Has a contract with a governmental agency; or
- (2) Has performed under such a contract within the past year; or
- (3) Anticipates bidding on such a contract in the future

to make gifts or to give favors to any officer or employee of a governmental agency who is charged with the duty of:

- (1) Preparing plans, specifications, or estimates for public contract; or
- (2) Awarding or administering public contracts; or
- (3) Inspecting or supervising construction.

It shall also be unlawful for any officer or employee of a governmental agency who is charged with the duty of:

- (1) Preparing plans, specifications, or estimates for public contracts; or
- (2) Awarding or administering public contracts; or
- (3) Inspecting or supervising construction

willfully to receive or accept any such gift or favor.

(b) A violation of subsection (a) shall be a Class 1 misdemeanor.

(c) Gifts or favors made unlawful by this section shall not be allowed as a deduction for North Carolina tax purposes by any contractor, subcontractor or supplier or officers or employees thereof.

(d) This section is not intended to prevent a gift a public servant would be permitted to accept under G.S. 138A-32, or the gift and receipt of honorariums for participating in meetings, advertising items or souvenirs of nominal value, or meals furnished at banquets. This section is not intended to prevent any contractor, subcontractor, or supplier from making donations to professional organizations to defray meeting expenses where governmental employees are members of such professional organizations, nor is it intended to prevent governmental employees who are members of professional organizations from participation in all scheduled meeting functions available to all members of the professional organization attending the meeting. This section is also not intended to prohibit customary gifts or favors between employees or officers and their friends and relatives or the friends and relatives of their spouses, minor children, or members of their household where it is clear that it is that relationship rather than the business of the individual concerned which is the motivating factor for the gift or favor. However, all such gifts knowingly made or received are required to be reported by the donee to the agency head if the gifts are made by a contractor, subcontractor, or supplier doing business directly or indirectly with the governmental agency employing the recipient of such a gift. (1981, c. 764, s. 1; 1987, c. 399, s. 1; 1993, c. 539, s. 970; 1994, Ex. Sess., c. 24, s. 14(c); 2007-348, s. 18.)

health, developmental disabilities, and substance abuse board, or public hospital which contracts with any of the officials of their governmental unit shall post in a conspicuous place in its village, town, or city hall, or courthouse, as the case may be, a list of all such officials with whom such contracts have been made, briefly describing the subject matter of the undertakings or contracts and showing their total amounts; this list shall cover the preceding 12 months and shall be brought up-to-date at least quarterly.

(d2) Subsection (d1) of this section does not apply to contracts that are subject to Article 8 of Chapter 143 of the General Statutes, Public Building Contracts.

(d3) Subsection (a) of this section does not apply to an application for or the receipt of a grant under an exempted public program by a member of the Soil and Water Conservation Commission if the requirements of G.S. 139-4(e) are met, and does not apply to a district supervisor of a soil and water conservation district if the requirements of G.S. 139-8(b) are met. For purposes of this subsection, an exempted public program is any of the following:

- (1) The Agriculture Cost Share Program for Nonpoint Source Pollution Control created pursuant to Article 72 of Chapter 106 of the General Statutes.
- (2) The Community Conservation Assistance Program created pursuant to Article 73 of Chapter 106 of the General Statutes.
- (3) The Agricultural Water Resources Assistance Program created pursuant to Article 5 of Chapter 139 of the General Statutes.
- (4) The Streamflow Rehabilitation Assistance Program created pursuant to Article 6 of Chapter 139 of the General Statutes.

(d4) Subsection (a) of this section does not apply to an application for, or the receipt of a grant or other financial assistance from, the Tobacco Trust Fund created under Article 75 of Chapter 143 of the General Statutes by a member of the Tobacco Trust Fund Commission or an entity in which a member of the Commission has an interest provided that the requirements of G.S. 143-717(h) are met.

(d5) This section does not apply to a public hospital subject to G.S. 131E-14.2 or a public hospital authority subject to G.S. 131E-21.

(d6) Repealed by Session Laws 2016-126, 4th Ex. Sess., s. 13, effective January 1, 2017.

(e) Anyone violating this section shall be guilty of a Class 1 misdemeanor.

(f) A contract entered into in violation of this section is void. A contract that is void under this section may continue in effect until an alternative can be arranged when: (i) immediate termination would result in harm to the public health or welfare, and (ii) the continuation is approved as provided in this subsection. A public agency that is a party to the contract may request approval to continue contracts under this subsection as follows:

- (1) Local governments, as defined in G.S. 159-7(15), public authorities, as defined in G.S. 159-7(10), local school administrative units, and community colleges may request approval from the chair of the Local Government Commission.
- (2) All other public agencies may request approval from the State Director of the Budget.

Approval of continuation of contracts under this subsection shall be given for the minimum period necessary to protect the public health or welfare. (1825, c. 1269, P.R.; 1826, c. 29; R.C., c. 34, s. 38; Code, s. 1011; Rev., s. 3572; C.S., s. 4388; 1929, c. 19, s. 1; 1969, c. 1027; 1975, c. 409; 1977, cc. 240, 761; 1979, c. 720; 1981, c. 103, ss. 1, 2, 5; 1983, c. 544, ss. 1, 2; 1985, c. 190; 1987, c. 570; 1989, c. 231; 1991 (Reg. Sess., 1992), c. 1030, s. 5; 1993, c. 539, s. 145; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 519, s. 4; 2000-147, s. 6; 2001-409, s. 1; 2001-487, ss. 44(a), 44(b), 45; 2002-159, s. 28; 2006-78, s. 2; 2009-2, s. 2; 2009-226, s. 1; 2010-169, s. 2(a);

2011-145, ss. 13.22A(dd), 13.23(b); 2016-126, 4th Ex. Sess., s. 13; 2018-26, s. 1; 2021-117, s. 1(a); 2021-180, s. 5.9(l.)

**§ 143-318.10. All official meetings of public bodies open to the public.**

(a) Except as provided in G.S. 143-318.11, 143-318.14A, and 143-318.18, each official meeting of a public body shall be open to the public, and any person is entitled to attend such a meeting. Remote meetings conducted in accordance with G.S. 166A-19.24 shall comply with this subsection even if all members of the public body are participating remotely.

(b) As used in this Article, "public body" means any elected or appointed authority, board, commission, committee, council, or other body of the State, or of one or more counties, cities, school administrative units, constituent institutions of The University of North Carolina, or other political subdivisions or public corporations in the State that (i) is composed of two or more members and (ii) exercises or is authorized to exercise a legislative, policy-making, quasi-judicial, administrative, or advisory function. In addition, "public body" means the governing board of a "public hospital" as defined in G.S. 159-39 and the governing board of any nonprofit corporation to which a hospital facility has been sold or conveyed pursuant to G.S. 131E-8, any subsidiary of such nonprofit corporation, and any nonprofit corporation owning the corporation to which the hospital facility has been sold or conveyed.

(c) "Public body" does not include (i) a meeting solely among the professional staff of a public body, or (ii) the medical staff of a public hospital or the medical staff of a hospital that has been sold or conveyed pursuant to G.S. 131E-8.

(d) "Official meeting" means a meeting, assembly, or gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of the members of a public body for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting the public business within the jurisdiction, real or apparent, of the public body. However, a social meeting or other informal assembly or gathering together of the members of a public body does not constitute an official meeting unless called or held to evade the spirit and purposes of this Article.

(e) Every public body shall keep full and accurate minutes of all official meetings, including any closed sessions held pursuant to G.S. 143-318.11. Such minutes may be in written form or, at the option of the public body, may be in the form of sound or video and sound recordings. When a public body meets in closed session, it shall keep a general account of the closed session so that a person not in attendance would have a reasonable understanding of what transpired. Such accounts may be a written narrative, or video or audio recordings. Such minutes and accounts shall be public records within the meaning of the Public Records Law, G.S. 132-1 et seq.; provided, however, that minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session. (1979, c. 655, s. 1; 1985 (Reg. Sess., 1986), c. 932, s. 4; 1991, c. 694, ss. 1, 2; 1993 (Reg. Sess., 1994), c. 570, s. 1; 1995, c. 509, s. 135.2(p); 1997-290, s. 1; 1997-456, s. 27; 2011-326, s. 8; 2020-3, s. 4.31(b).)

**§ 143-318.11. Closed sessions.**

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
  - (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
  - (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
  - (10) To view a recording released pursuant to G.S. 132-1.4A.
- (b) Repealed by Session Laws 1991, c. 694, s. 4.
- (c) Calling a Closed Session. – A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.
- (d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b); 2014-79, s. 9(a); 2016-88, s. 3.)

**§ 160A-67. General powers of mayor and council.**

Except as otherwise provided by law, the government and general management of the city shall be vested in the council. The powers and duties of the mayor shall be such as are conferred upon him by law, together with such other powers and duties as may be conferred upon him by the council pursuant to law. The mayor shall be recognized as the official head of the city for the purpose of service of civil process, and for all ceremonial purposes. (1971, c. 698, s. 1.)

Part 3. Organization and Procedures of the Council.

**§ 160A-68. Organizational meeting of council.**

(a) The council may fix the date and time of its organizational meeting. The organizational meeting may be held at any time after the results of the municipal election have been officially determined and published pursuant to Subchapter IX of Chapter 163 of the General Statutes but not later than the date and time of the first regular meeting of the council in December after the results of the municipal election have been certified pursuant to that Subchapter. If the council fails to fix the date and time of its organizational meeting, then the meeting shall be held on the date and at the time of the first regular meeting in December after the results of the municipal election have been certified pursuant to Subchapter IX of Chapter 163 of the General Statutes.

(b) At the organizational meeting, the newly elected mayor and councilmen shall qualify by taking the oath of office prescribed in Article VI, Section 7 of the Constitution. The organization of the council shall take place notwithstanding the absence, death, refusal to serve, failure to qualify, or nonelection of one or more members, but at least a quorum of the members must be present.

(c) All local acts or provisions of city charters which prescribe a particular meeting day or date for the organizational meeting of a council are hereby repealed. (1971, c. 698, s. 1; 1973, c. 426, s. 13; c. 607; 1979, c. 168; 1979, 2nd Sess., c. 1247, s. 2; 2017-6, s. 3; 2018-146, ss. 3.1(a), (b), 6.1.)

**§ 160A-69. Mayor to preside over council.**

The mayor shall preside at all council meetings, but shall have the right to vote only when there are equal numbers of votes in the affirmative and in the negative. In a city where the mayor is elected by the council from among its membership, and the city charter makes no provision as to the right of the mayor to vote, he shall have the right to vote as a council member on all matters before the council, but shall have no right to break a tie vote in which he participated. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 3.)

**§ 160A-70. Mayor pro tempore; disability of mayor.**

At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the pleasure of the council. A councilman serving as mayor pro tempore shall be entitled to vote on all matters and shall be considered a councilman for all purposes, including the determination of whether a quorum is present. During the absence of the mayor, the council may confer upon the mayor pro tempore any of the powers and duties of the mayor. If the mayor should become physically or mentally incapable of performing the duties of his office, the council may by unanimous vote declare that he is incapacitated and confer any of his powers and duties on the mayor pro tempore. Upon the mayor's declaration that he is no longer incapacitated, and with the concurrence of a majority of the council, the mayor shall resume the exercise of his powers and duties. In the event both the mayor and the mayor pro tempore are absent from a meeting, the council may elect from its members a temporary chairman to preside in such absence. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 4.)

**§ 160A-71. Regular and special meetings; recessed and adjourned meetings; procedure.**

(a) The council shall fix the time and place for its regular meetings. If no action has been taken fixing the time and place for regular meetings, a regular meeting shall be held at least once a month at 10:00 A.M. on the first Monday of the month.

- (b) (1) The mayor, the mayor pro tempore, or any two members of the council may at any time call a special council meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each councilman or left at his usual dwelling place at least six hours before the meeting. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or have signed a written waiver of notice. In addition to the procedures set out in this subsection or any city charter, a person or persons calling a special meeting of a city council shall comply with the notice requirements of Article 33C of General Statutes Chapter 143.
- (2) Special meetings may be held at any time when the mayor and all members of the council are present and consent thereto, or when those not present have signed a written waiver of notice.
- (3) During any regular meeting, or any duly called special meeting, the council may call or schedule a special meeting, provided that the motion or resolution calling or scheduling any such special meeting shall specify the time, place and purpose or purposes of such meeting and shall be adopted during an open session.

(b1) Any regular or duly called special meeting may be recessed to reconvene at a time and place certain, or may be adjourned to reconvene at a time and place certain, by the council.

(c) The council may adopt its own rules of procedure, not inconsistent with the city charter, general law, or generally accepted principles of parliamentary procedure. (1917, c. 136, subch. 13, s. 1; C.S., s. 2822; 1971, c. 698, s. 1; 1973, c. 426, s. 14; 1977, 2nd Sess., c. 1191, s. 7; 1979, 2nd Sess., c. 1247, s. 5; 1989, c. 770, s. 37.)

**§ 160A-72. Minutes to be kept; ayes and noes.**

Full and accurate minutes of the council proceedings shall be kept, and shall be open to the inspection of the public. The results of each vote shall be recorded in the minutes, and upon the request of any member of the council, the ayes and noes upon any question shall be taken. (1917, c. 136, subch. 13, s. 1; C.S., s. 2822; 1971, c. 698, s. 1; 1973, c. 426, s. 15.)

**§ 160A-74. Quorum.**

(a) A majority of the actual membership of the council plus the mayor, excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

(b) Any member present by means of simultaneous communication in accordance with G.S. 166A-19.24 shall be counted as present for the purposes of whether a quorum is present only during the period while simultaneous communication is maintained for that member. (1917, c. 136, subch. 13, s. 1; C.S., s. 2821; 1971, c. 698, s. 1; 1975, c. 664, s. 5; 1979, 2nd Sess., c. 1247, s. 6; 2020-3, s. 4.31(f).)

**§ 160A-75. Voting.**

(a) No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or G.S. 160D-109. In all other cases except votes taken under G.S. 160D-601, a failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote. The question of the compensation and allowances of members of the council is not a matter involving a member's own financial interest or official conduct.

(b) Notwithstanding subsection (a) of this section, a vote or failure to vote by any member present by means of simultaneous communication in accordance with G.S. 166A-19.24 shall be treated as if the member were physically present only during the period while simultaneous communication is maintained for that member.

(c) An affirmative vote equal to a majority of all the members of the council not excused from voting on the question in issue, including the mayor's vote in case of an equal division, shall be required to adopt an ordinance, take any action having the effect of an ordinance, authorize or commit the expenditure of public funds, or make, ratify, or authorize any contract on behalf of the city. In addition, no ordinance nor any action having the effect of any ordinance, except an ordinance on which a public hearing must be held pursuant to G.S. 160D-601 before the ordinance may be adopted, may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two thirds of all the actual membership of the council, excluding vacant seats and not including the mayor unless the mayor has the right to vote on all questions before the council. For purposes of this section, an ordinance shall be deemed to have been introduced on the date the subject matter is first voted on by the council. (1917, c. 136, subch. 13, s. 1; C.S., s. 2821; 1971, c. 698, s. 1; 1973, c. 426, s. 16; 1979, 2nd Sess., c. 1247, s. 7; 1983, c. 696; 2001-409, s. 9; 2005-426, s. 5.1(a); 2013-126, s. 11; 2015-160, s. 5; 2019-111, s. 2.5(n); 2020-3, ss. 4.31(h), 4.33(a); 2020-25, s. 51(a), (b), (d).)

**§ 160A-79. Pleading and proving city ordinances.**

(a) In all civil and criminal cases a city ordinance that has been codified in a code of ordinances adopted and issued in compliance with G.S. 160A-77 must be pleaded by both section number and caption. In all civil and criminal cases a city ordinance that has not been codified in a code of ordinances adopted and issued in compliance with G.S. 160A-77 must be pleaded by its caption. In both instances, it is not necessary to plead or allege the substance or effect of the ordinance unless the ordinance has no caption and has not been codified.

(b) Any of the following shall be admitted in evidence in all actions or proceedings before courts or administrative bodies and shall have the same force and effect as would an original ordinance:

- (1) A city code adopted and issued in compliance with G.S. 160A-77, containing a statement that the code is published by order of the council.
- (2) Copies of any part of an official map book maintained in accordance with G.S. 160A-77 and certified under seal by the city clerk as having been adopted by the council and maintained in accordance with its directions (the clerk's certificate need not be authenticated).
- (3) A copy of an ordinance as set out in the minutes, code, or ordinance book of the council, certified under seal by the city clerk as a true copy (the clerk's certificate need not be authenticated).
- (4) Copies of any official lists or schedules maintained in accordance with G.S. 160A-77 and certified under seal by the city clerk as having been adopted by the council and maintained in accordance with its directions (the clerk's certificate need not be authenticated).

(c) The burden of pleading and proving the existence of any modification or repeal of an ordinance, map, or code, a copy of which has been duly pleaded or admitted in evidence in accordance with this section, shall be upon the party asserting such modification or repeal. It shall be presumed that any portion of a city code that is admitted in evidence in accordance with this section has been codified in compliance with G.S. 160A-77, and the burden of pleading and proving to the contrary shall be upon the party seeking to obtain an advantage thereby.

(d) From and after the respective effective dates of G.S. 160A-77 and 160A-78, no city ordinance shall be enforced or admitted into evidence in any court unless it has been codified or filed and indexed in accordance with G.S. 160A-77 or 160A-78. It shall be presumed that an ordinance which has been properly pleaded and proved in accordance with this section has been codified or filed and indexed in accordance with G.S. 160A-77 or 160A-78, and the burden of pleading and proving to the contrary shall be upon the party seeking to obtain an advantage thereby.

(e) It is the intent of this section to make uniform the law concerning the pleading and proving of city ordinances. To this end, all charter provisions in conflict with this section in effect as of January 1, 1972, are expressly repealed, and no local act taking effect on or after January 1, 1972, shall be construed to repeal or amend this section in whole or in part unless it shall expressly so provide by specific reference. (1917, c. 136, subch. 13, s. 14; C.S., s. 2825; 1959, c. 631; 1971, c. 698, s. 1; 1973, c. 426, s. 18; 1979, 2nd Sess., c. 1247, s. 10.)

**§ 160A-81. Conduct of public hearings.**

Public hearings may be held at any place within the city or within the county in which the city is located. The council may adopt reasonable rules governing the conduct of public hearings, including but not limited to rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing.

The council may continue any public hearing without further advertisement. If a public hearing is set for a given date and a quorum of the council is not then present, the hearing shall be continued until the next regular council meeting without further advertisement. (1971, c. 698, s. 1.)

**§ 160A-81.1. Public comment period during regular meetings.**

The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)

## Article 3.

### Boards and Organizational Arrangements.

#### **§ 160D-301. Planning boards.**

(a) **Composition.** – A local government may by ordinance provide for the appointment and compensation of a planning board or may designate one or more boards or commissions to perform the duties of a planning board. A planning board established pursuant to this section may include, but shall not be limited to, one or more of the following:

- (1) A planning board of any size or composition deemed appropriate, organized in any manner deemed appropriate; provided, however, the board shall have at least three members.
- (2) A joint planning board created by two or more local governments pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes.

(b) **Duties.** – A planning board may be assigned the following powers and duties:

- (1) To prepare, review, maintain, monitor, and periodically update and recommend to the governing board a comprehensive plan, and such other plans as deemed appropriate, and conduct ongoing related research, data collection, mapping, and analysis.
- (2) To facilitate and coordinate citizen engagement and participation in the planning process.
- (3) To develop and recommend policies, ordinances, development regulations, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner.
- (4) To advise the governing board concerning the implementation of plans, including, but not limited to, review and comment on all zoning text and map amendments as required by G.S. 160D-604.
- (5) To exercise any functions in the administration and enforcement of various means for carrying out plans that the governing board may direct.
- (6) To provide a preliminary forum for review of quasi-judicial decisions, provided that no part of the forum or recommendation may be used as a basis for the deciding board.
- (7) To perform any other related duties that the governing board may direct.  
(2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

#### **§ 160D-302. Boards of adjustment.**

(a) **Composition.** – A local government may by ordinance provide for the appointment and compensation of a board of adjustment consisting of five or more members, each to be appointed for three-year terms. In appointing the original members or in the filling of vacancies caused by the expiration of the terms of existing members, the governing board may appoint certain members for less than three years so that the terms of all members shall not expire at the same time. The governing board may appoint and provide compensation for alternate members to serve on the board in the absence or temporary disqualification of any regular member or to fill a vacancy pending appointment of a member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member serving on behalf of any regular member has all the powers and duties of a regular member.

(b) **Duties.** – The board shall hear and decide all matters upon which it is required to pass under any statute or development regulation adopted under this Chapter. The ordinance may

designate a planning board or governing board to perform any of the duties of a board of adjustment in addition to its other duties and may create and designate specialized boards to hear technical appeals. If any board other than the board of adjustment is assigned decision-making authority for any quasi-judicial matter, that board shall comply with all of the procedures and the process applicable to a board of adjustment in making quasi-judicial decisions. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

**§ 160D-303. Historic preservation commission.**

(a) **Composition.** – Before it may designate one or more landmarks or historic districts pursuant to Part 4 of Article 9 of this Chapter, the governing board shall establish a historic preservation commission. The governing board shall determine the number of the members of the commission, which shall be at least three, and the length of their terms, which shall be no greater than four years. A majority of the members of the commission shall have demonstrated special interest, experience, or education in history, architecture, archaeology, or related fields. All the members shall reside within the planning and development regulation jurisdiction of the local government as established pursuant to this Chapter. The commission may appoint advisory bodies and committees as appropriate. Members of the commission may be reimbursed for actual expenses incidental to the performance of their duties within the limits of any funds available to the commission but shall serve without pay unless otherwise provided in the ordinance establishing the commission.

(b) **Alternative Forms.** – In lieu of establishing a historic preservation commission, a local government may designate as its historic preservation commission (i) a separate historic districts commission or a separate historic landmarks commission established pursuant to this Chapter to deal only with historic districts or landmarks respectively, (ii) a planning board established pursuant to this Chapter, or (iii) a community appearance commission established pursuant to this Chapter. In order for a commission or board other than the historic preservation commission to be designated, at least three of its members shall have demonstrated special interest, experience, or education in history, architecture, or related fields. At the discretion of a local government, the ordinance may also provide that the preservation commission may exercise within a historic district any or all of the powers of a planning board or a community appearance commission.

(c) **Joint Commissions.** – Local governments may establish or designate a joint preservation commission. If a joint commission is established or designated, it shall have the same composition as specified by this section, and the local governments involved shall determine the residence requirements of members of the joint preservation commission.

(d) **Duties.** – The historic preservation commission shall have the duties specified in G.S. 160D-942. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

**§ 160D-304. Appearance commission.**

(a) **Composition.** – Each local government may create a special commission, to be known as the appearance commission. The commission shall consist of not less than seven nor more than 15 members, to be appointed by the governing board for terms not to exceed four years, as the governing board may by ordinance provide. All members shall be residents of the local government's area of planning and development regulation jurisdiction at the time of appointment. Where possible, appointments shall be made in such a manner as to maintain on the commission at all times a majority of members who have had special training or experience in a design field, such as architecture, landscape design, horticulture, city planning, or a related field. Members of

the commission may be reimbursed for actual expenses incidental to the performance of their duties within the limits of any funds available to the commission but shall serve without pay unless otherwise provided in the ordinance establishing the commission. Membership of the commission is an office that may be held concurrently with any other elective or appointive office pursuant to Section 9 of Article VI of the North Carolina Constitution.

(b) **Joint Commissions.** – Local governments may establish a joint appearance commission. If a joint commission is established, it shall have the same composition as specified by this section, and the local governments involved shall determine the residence requirements for members of the joint commission.

(c) **Duties.** – The community appearance commission shall have the duties specified in G.S. 160D-960. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

#### **§ 160D-305. Housing appeals board.**

(a) **Composition.** – The governing board may by ordinance provide for the creation and organization of a housing appeals board. Instead of establishing a housing appeals board, a local government may designate the board of adjustment as its housing appeals board. The housing appeals board, if created, shall consist of five members to serve for three-year staggered terms.

(b) **Duties.** – The housing appeals board shall have the duties specified in G.S. 160D-1208. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

#### **§ 160D-306. Other advisory boards.**

A local government may by ordinance establish additional advisory boards as deemed appropriate. The ordinance establishing such boards shall specify the composition and duties of such boards. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

#### **§ 160D-307. Extraterritorial representation on boards.**

(a) **Proportional Representation.** – When a city elects to exercise extraterritorial powers under this Chapter, it shall provide a means of proportional representation based on population for residents of the extraterritorial area to be regulated. The population estimates for this calculation shall be updated no less frequently than after each decennial census. Representation shall be provided by appointing at least one resident of the entire extraterritorial planning and development regulation area to the planning board, board of adjustment, appearance commission, and the historic preservation commission if there are historic districts or designated landmarks in the extraterritorial area.

(b) **Appointment.** – Membership of joint municipal-county planning agencies or boards of adjustment may be appointed as agreed by counties and cities. The extraterritorial representatives on a city advisory board authorized by this Article shall be appointed by the board of county commissioners with jurisdiction over the area. The county shall make the appointments within 90 days following the receipt of a request from the city that the appointments be made. Once a city provides proportional representation, no power available to a city under this Chapter is ineffective in its extraterritorial area solely because county appointments have not yet been made. If there is an insufficient number of qualified residents of the extraterritorial area to meet membership requirements, the board of county commissioners may appoint as many other residents of the county as necessary to make up the requisite number. When the extraterritorial area extends into two or more counties, each board of county commissioners concerned shall appoint representatives from its portion of the area, as specified in the ordinance. If a board of county commissioners fails

to make these appointments within 90 days after receiving a resolution from the city council requesting that they be made, the city council may make them.

(c) **Voting Rights.** – If the ordinance so provides, the outside representatives may have equal rights, privileges, and duties with the other members of the board to which they are appointed, regardless of whether the matters at issue arise within the city or within the extraterritorial area; otherwise, they shall function only with respect to matters within the extraterritorial area. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 8, 51(a), (b), (d).)

**§ 160D-308. Rules of procedure.**

Rules of procedure that are consistent with the provisions of this Chapter may be adopted by the governing board for any or all boards created under this Article. In the absence of action by the governing board, each board created under this Article is authorized to adopt its own rules of procedure that are consistent with the provisions of this Chapter. A copy of any adopted rules of procedure shall be maintained by the local government clerk or such other official as designated by ordinance and posted on the local government Web site if one exists. Each board shall keep minutes of its proceedings. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

**§ 160D-309. Oath of office.**

All members appointed to boards under this Article shall, before entering their duties, qualify by taking an oath of office as required by G.S. 153A-26 and G.S. 160A-61. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

**§ 160D-310. Appointments to boards.**

Unless specified otherwise by statute or local ordinance, all appointments to boards authorized by this Chapter shall be made by the governing board of the local government. The governing board may establish reasonable procedures to solicit, review, and make appointments. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

**§ 157-5. Appointment, qualifications and tenure of commissioners.**

(a) An authority shall consist of not less than five nor more than eleven commissioners appointed by the mayor and the mayor shall designate the first chair. No commissioner may be a city official. At least one of the commissioners appointed shall be a person who is directly assisted by the public housing authority. However, there shall be no requirement to appoint such a person if the authority: (i) operates less than 300 public housing units, (ii) provides reasonable notice to the resident advisory board of the opportunity for at least one person who is directly assisted by the authority to serve as a commissioner, and (iii) within a reasonable time after receipt of the notice by the resident advisory board, has not been notified of the intention of any such person to serve. The mayor shall appoint the person directly assisted by the authority unless the authority's rules require that the person be elected by other persons who are directly assisted by the authority. If the commissioner directly assisted by the public housing authority ceases to receive such assistance, the commissioner's office shall be abolished and another person who is directly assisted by the public housing authority shall be appointed by the mayor.

(b) No commissioner who is also a person directly assisted by the public housing authority shall be qualified to vote on matters affecting his or her official conduct or matters affecting his or her own individual tenancy, as distinguished from matters affecting tenants in general. No more than one third of the members of any housing authority commission shall be tenants of the authority or recipients of housing assistance through any program operated by the authority.

(c) The council may at any time by resolution or ordinance increase or decrease the membership of an authority, within the limitations herein prescribed.

(d) The mayor shall designate overlapping terms of not less than one nor more than five years for the commissioners first appointed. Thereafter, the term of office shall be five years. A commissioner shall hold office until his or her successor has been appointed and has qualified. Vacancies shall be filled for the unexpired term. A majority of the commissioners shall constitute a quorum. The mayor shall file with the city clerk a certificate of the appointment or reappointment of any commissioner and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but he or she shall be entitled to the necessary expenses including traveling expenses incurred in the discharge of his or her duties.

(e) When the office of the first chair of the authority becomes vacant, the authority shall select a chair from among its members. An authority shall select from among its members a vice-chair, and it may employ a secretary (who shall be executive director), technical experts and such other officers, agents, and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties, and compensation. An authority may call upon the corporation counsel or chief law officer of the city for such legal services as it may require or it may employ its own counsel and legal staff. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper. (1935, c. 456, s. 5; 1971, c. 362, ss. 2-5; 1981, c. 864; 1999-146, s. 1.)



# NEW BERN

CITY OF NEW BERN

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## Aldermen

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

Jeffrey T. Odham

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

## Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: February 02, 2024

SUBJECT: Appointment to Bike and Pedestrian Advisory Committee

William Hand has resigned from the Bike and Pedestrian Committee due to other commitments that will prohibit his attendance at committee meetings. A new appointment is needed to fill his seat, which has a term expiration of July 10, 2026.