

MEETING OF THE BOARD OF COMMISSIONERS
REGULAR MONTHLY MEETING
BETHEL TOWN HALL
January 7, 2025

Present: Mayor Carl Wilson, Mayor Pro-Temp Barbara Bynum, Commissioner Ferrell Blount, Commissioner Thomas Lilley, Commissioner Tina Staton, and Commissioner Fred Whitehurst

Members of the Board Absent: None

Staff Present: Interim Town Manager, D. Scott Elliott, Attorney, Keen Lassiter, Clerk, Linda Sheppard, and Deputy Clerk, Jalissa Griggs

Call to Order

Mayor Wilson called the meeting to order at 6:00 P.M. and Mayor Pro-Temp Barbara Bynum gave the invocation.

Commissioner Lilley then led the pledge of allegiance.

Commissioner Blount made a motion to approve the proposed agenda, the motion carried unanimously.

Commissioner Lilley made a motion to approve the minutes from the regular monthly meeting on December 2, 2024; four were in favor, Mayor Pro-Temp Bynum, Commissioner Blount, Commissioner, and Commissioner Staton; one abstained, Commissioner Whitehurst; the motion carried.

Public Comments

Wayne Bryant, Captain of Bethel Fire Department, asked the Town for compensation of \$400.00 for his hearing aid that was damaged during a volunteer presentation on October 9, 2024, at Bethel Youth Activity Center. Interim Town Manager responded that Fire Chief Lilley brought the issue to him in November 2024. The Interim Town Manager expressed to Fire Chief Lilley his concerns about the precedence it may set. He suggested that Mr. Bryant reach out to the Bethel Fire Association to see if they would consider compensation for the damage.

Commissioner Whitehurst made a motion to compensate Walter Bryant for \$400.00 for the damaged hearing aid.

Commissioner Blount offered an alternative solution that would not involve the Town. Mr. Bryant was satisfied with the offer of an alternative solution.

Commissioner Whitehurst withdrew the motion.

Jennifer Brown, a citizen of Bethel, commented on the condition of Nelson Street's road paving. Interim Town Manager responded that it would be addressed later in the meeting.

Cassandra Conger, a citizen of Bethel, expressed her concerns about the two car lots that are full of junk cars within the Town limits.

Presentations

Jennifer Lanier-Coward, Director of Pitt County Cultural Arts and Recreation, gave a presentation about their department. Their goal is to provide programming for all 10 municipalities in Pitt County. On February 22, 2025, they will be sponsoring a Community Day at Bethel School.

Kelsi Dew, paid part-time grant administrator/writer for the Town of Bethel gave a presentation concerning her activities. She continues to work on the two currently funded grants. Firstly, the State Capital Infrastructure Fund (SCIF) grant for \$500,000. The grant scope was recently changed to include the Library, Senior Center, Town Hall, Sherrif Department Annex, and Road Infrastructure. The quarterly report will be submitted by January 8, 2025, that will show the interest the Town collects from the grant funds. The grant will end December 2026. Secondly, the Rural Transformation Grant (RTG) for \$200,000 for Smith Street Park. Camilla Griggs, Mayor Wilson, Interim Town Manager, and Kelsi Dew have been meeting with Rivers & Associates to create a park plan and seek additional funds with the PART-F Grant (and any other grant) to help complete Smith Street Park. The group is expected to have a plan submitted to the board by February 2025 meeting. The plan will move forward with ordering equipment, working on the walking trail (trail improvement), to have funds spent by June 2025. Commissioner Staton asked if there was a date to start and end. Kelsi Dew responded that there was no set end date at this time. She further explained that the plans will come back by the following week and that the park plan is in phases that could span to 10-15 years, however, there will be a functional park before then. She reiterated that most of the funds must be spent by June 2025. Commissioner Staton asked if there was a plan of what would be placed at the park. Kelsi Dew responded that there is a plan and Interim Town Manager announced that at the February 2025 meeting, the board will be presented with a park plan. Mayor Pro-Temp Bynum asked if Ms. Dew would be looking for grants all the time that could include home improvement, revitalization, etc. Kelsi Dew responded that she is the Town's grant administrator versus grant writer that oversees the grants currently in place. Ms. Dew can look for additional grants at the Town's discretion.

Old Business

As discussed at the Board's December 2, 2024 meeting, Donald Foster submitted an offer to purchase two Town-owned parcels; 1441 and 1440 both on East Church Street. Both have a tax value of \$2,000 on each. Mr. Foster is offering \$750 for each parcel. The Board directed the Interim Town Manager and Town Attorney to discuss and bring back a recommendation regarding how to handle costs associated with selling Town-owned parcels. After discussing the matter, a recommendation was being presented to suggest that a cost analysis be performed on a case-by-case basis each time an offer to purchase is made. It is believed that with the current offer by Mr. Donald Foster for tax parcels #1441 and #1440, the Town should cover its costs (i.e.

advertising, legal, etc.). The only (unlikely) exception to this would be if someone were to make an “upset” offer which then would require additional advertising costs. Also, the Town is limiting its costs by asking buyers to have their attorney incur the costs of preparing and recording the deed once the transaction is finalized. Interim Town Manager recommended moving forward with the purchase of parcels 1441 and 1440.

Commissioner Lilley made the motion to accept the offer to purchase, accept the two resolutions, accept the public notice, and direct staff to advertise for upset bids; the motion carried unanimously (See Attachment A).

Three entities responded to the Town of Bethel’s RFP (Request for Proposals) for the Municipal Lawn Care and Residential Debris Pick-up Services. The below bid tabulation illustrates who submitted a bid and at what proposed cost associated for each component of the work.

Municipal Lawn Care

<u>Entity</u>	<u>Amount (Annualized)</u>
C&W Lawncare	\$45,000
Creative Cuts Lawn & Landscaping Maintenance	\$45,000
WAC Corp of Greenville	\$65,000

Residential Yard Debris Pick-up Services

<u>Entity</u>	<u>Amount (Annualized)</u>
C&W Lawncare	\$36,000
Creative Cuts Lawn & Landscaping Maintenance	No Bid
WAC Corp of Greenville	No Bid

The Municipal Lawn Care is recommended to be awarded to C&W Lawncare. The Interim Town Manager recommended that the board table any action on the Residential Yard Debris Pick-up Services as other options are explored and brought before the board at the next meeting.

Commissioner Blount made the motion to award the Municipal Lawn Care to C&W Lawncare; the motion carried unanimously.

Commissioner Blount made the motion to table the Residential Yard Debris Pick-up Services until the next meeting; the motion carried unanimously.

As a follow-up to the Board’s November 5, 2024 meeting, there was a presentation by Holly Garriott, Pitt County Arts Council, Executive Director. As part of her presentation, she stated that her organization could act as the Civic Arts Facilitator for the Town of Bethel. The Arts

Council provides this service to several other Pitt County municipalities. Holly Garriott further explained that the Arts Council only gives recommendations to entities desiring their input on proposed public arts projects; and the particular entity decides whether the project will be implemented. She elaborated that the Arts Council can serve as a partner for arts expertise. The Arts Council can look for grants and private funding for projects. For example, the Pit Stop project and the \$5,000 Grassroots Grant. Mayor Pro-Temp Bynum raised the question “is the Arts Council here to help Bethel in whatever they need?” Holly Garriott explained that the Arts Council would act as a consultant. Interim Town Manager asked if the Town board is in charge of the content and Holly Garriott said it would be at the Town’s discretion and vote. Commissioner Whitehurst asked to explain what the program looked like in other municipalities. Holly Garriott used the City of Greenville as an example. She explained that a particular department would come to them about what piece of public art they would be interested in (sculpture, etc.), and the Council will come up with options (commissioning an artist, request for qualifications, or competition) and then present it to the city board to be voted on. Commissioner Whitehurst asked what some of the artwork looks like in Greenville. Holly Garriott used the Emerald Express Trolley, Pitt County Courthouse lighting, 4th street parking deck mural, sculptures, and more for examples. Commissioner Whitehurst asked if the Board could see physical artwork. Holly Garriott responded, “Yes.” Commissioner Whitehurst added that he did not want anything forced upon the Board. Holly Garriott restated that the Board chooses, and nothing is being forced – the Arts Council is the resource for implementation. Mayor Wilson added that he had previously spoken to Holly Garriott about the mural for The Pit Stop and that he suggested it reflect Bethel’s past, present, and future. Interim Town Manager added that \$10,000 has been pledged by the NC Alliance to be utilized for mural efforts.

Commissioner Lilley made a motion to adopt the Civic Arts Committee Resolution, four were in favor, Mayor Pro-Temp Bynum, Commissioner Blount, Commissioner, and Commissioner Staton; one opposed, Commissioner Whitehurst; the motion carried (See Attachment B).

Interim Town Manager presented the proposed 2025 meeting calendar for the Board’s consideration.

Mayor Pro Temp Bynum made a motion to adopt the proposed 2025 meeting calendar; the motion carried unanimously (See Attachment C).

Interim Town Manager presented the amendment pertaining to the Town’s Audit Contract with Gregory T. Redman, PA, for FY 2023-2024. There is no cost associated with the amendment. It only changes the submittal date to the LGC from 10-31-2024 to 1-31-2025. This document was executed on 12-6-24 by the Mayor in order to keep the auditor moving forward on the Town’s audit.

Commissioner Blount made a motion to approve (ratify) amendment to contract to audit accounts for 2023-2024; the motion carried unanimously (See Attachment D).

As briefly discussed at the December 2, 2024 meeting, Fire Chief Lilley mentioned the desire of the Fire Department to apply for a 50-50 grant from OSFM. The attached list of equipment totaling \$22,430 is being sought. No additional Town appropriation is needed since it has already budgeted Town monies that will provide a portion (\$6,215) of the needed match. The funding is proposed to be divided as follows:

50% by OSFM @ \$11,215

50% by Bethel Fire Association @ \$5,000 and Town of Bethel Fire Budget @ \$6,215.

Fire Chief Lilley commented that he would like the Board to consider \$40,000 out of the Town of Bethel Fire Budget in order to purchase a fire truck at a later date. Interim Town Manager, Scott Elliott asked that the agenda item be tabled until he and Chief Lilley could discuss the details of a new truck purchase.

Mayor Pro-Temp Bynum made a motion to table the submittal of the 50-50 OSFM grant application until February 4, 2025 meeting; the motion carried unanimously.

Interim Town Manager presented that the Town Board previously agreed to purchase formal dress attire/uniform for Fire Chief Lilley. The invoice for this has been received. Funds totaling \$938.18 (\$852.63 + \$85.55) need to be moved from the Contingency line-item (Admin. 10-420-999) to the Uniform line-item (Fire 10-530-2400) in the Fire Department budget.

Commissioner Lilley made a motion to move funds totaling \$938.18 from Contingency to the Fire Department's Uniform line-item to purchase formal dress attire/uniform for Fire Chief Lilley; the motion carried unanimously.

Interim Town Manager presented information related to the NCLM's 2025-2026 Biennium Legislative Goals. The League is asking the municipality to designate a voting delegate who will be responsible to cast the vote for the top 10 of the 16 proposed advocacy goals.

Commissioner Blount made a motion to designate Mayor Wilson as the voting delegate to cast the Town's vote for the preferred 10 of 16 proposed advocacy goals; the motion carried unanimously.

Interim Town Manager presented the following budget/finance items that need board approval:

- Transfers: G, H, & I
- Budget Amendments: 10 & 11

This has been discussed and prepared by the Town's outside financial consultant, Beverly Stroud, CPA.

Mayor Pro-Temp Bynum made a motion to approve the transfers and budget amendments; the motion carried unanimously (See Attachment E).

Departmental Reports

The Interim Town Manager made the public safety report for the month of November from the Sheriff's Office (See Attachment F).

The Interim Town Manager gave the financial report for the month of November.

Commissioner Lilley made a motion to approve the financial report; the motion carried unanimously (See Attachment G).

Interim Town Manager presented the street paving report. The paving is finished, however, there are issues that need to be addressed on Nelson St. NC Department of Transportation has been contacted and reviewed those issues and now waiting for an analysis report to be provided. The total cost was under budget by \$80,000 to \$90,000. It was suggested to not patch but re-grind and re-pave from Main St. to Jefferson St.

Interim Town Manager reported on four projects. Firstly, the stormwater study. Rivers & Associates have started. A progress report will be given in Spring 2025. Secondly, Rivers & Associates are making headway with the Smith Street Park plan. Next, library renovations are progressing. The library is closed for renovations which include carpet replacement, new wall paint, LED lighting, cabinetry staining, and deck expansion. An anticipated grand re-opening should be on February 1, 2025. Lastly, the Pit Stop project is active. The contractor is on site doing demolition work and putting up wall studs.

The next monthly meeting will be held February 4, 2025.

Fire Department

Fire Chief Lilley reported 12 calls including 3 assist rescue, 3 outside county fires, 2 motor vehicles crashes, 2 power lines down, and 1 car fire. He reported a total of 14 training hours. Fire truck 2102 bumper has been fixed along with the damper door. Equipment is in and on the trucks and batteries for the AED's are in.

Public Works

Interim Town Manager had no comments.

Town Attorney

Attorney Lassiter had no comments.

Commissioner Lilley posed a question concerning the streetlight by the Fire Department building to the Interim Town Manager. Interim Town Manager has reached out to Dominion about this matter.

Mayor Pro-Temp Bynum made a motion to adjourn the meeting at 7:10pm, the motion carried unanimously.

Mayor, Carl Wilson

ATTEST:

Linda Sheppard, Town Clerk

Date

**PUBLIC NOTICE
SALE OF TOWN OF BETHEL PROPERTY**

An offer of Seven Hundred Fifty and No/100 Dollars (\$750.00) has been submitted for the purchase of certain property owned by the Town of Bethel, more particularly described as follows:

Being located in the Town of Bethel, Bethel Township, Pitt County, North Carolina, located on the North side of Church Street and being all of lots 34 and 35 of the Anna Whitaker Subdivision as shown in Map Book 2, Page 215 of the Pitt County Registry and being parcel number 1440.

This property is currently identified in the Pitt County Tax Office as Parcel Number 1440.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk, Bethel Town Hall, 141 West Railroad Street, Bethel, NC 27812, by 5:00 p.m. on _____, January _____, 2025. Upset bids may be mailed to the office of the Town Clerk, Bethel Town Hall, Post Office Box 337, Bethel, NC 27812 but must be received by the aforementioned time and date. At that time the Town Clerk shall open the bids, if any, and the highest qualifying 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.

A qualifying higher bid is one that raises the existing offer to an amount not less than Eight Hundred Twenty-five and No/100 Dollars (\$825.00).

A qualifying higher bid must 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 deposit of the qualifying higher bidder will be held until sale of the property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the Town of Bethel. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

The buyer must pay in the form of cash, a cashier's check or a certified check at closing.

The Board of Commissioners must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed. The closing for the purchase of the Property must occur within sixty (60) days after the Board of Commissioners approves the final high offer. The Town reserves the right to withdraw the

property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Conveyance of the property will be by a Non-Warranty Deed for the property in fee simple, with no warranties expressed or implied, as to the title of the property, conveying title to the property subject to restrictive covenants, easement sand rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, or occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

The buyer is responsible for hiring an attorney to draft the Deed conveying title from the Town to buyer, at the buyer's expense, and with said Deed being subject to review and approval by the Town Attorney prior to execution by Town.

The property is being sold "AS IS".

Further information may be obtained at the office of the Town Manager, Bethel Town Hall, 141 West Railroad Street, Bethel, NC 27812, or at telephone (252) 818-0891 during normal business hours.

RESOLUTION NO. R-25-____

Resolution Authorizing Upset Bid Process

WHEREAS, the Town of Bethel owns a tract of land containing approximately 0.14 acres, more or less, lying and being situated on East Church Street in the Town of Bethel, Pitt County, North Carolina, Parcel Number 1440 and further described on Exhibit A attached hereto (hereinafter "Property"); and

WHEREAS, the Town of Bethel has determined such Property to be surplus so that the Property will no longer be needed by the Town and, further, the Town has no current or future use for the Property; and

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

WHEREAS, the Town has received an offer to purchase the Property described above, in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00), submitted by Donald Foster, Sr. of Pitt County, North Carolina; and

WHEREAS, Donald Foster, Sr. has paid the required five percent (5%) deposit on their offer.

THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF BETHEL RESOLVES THAT:

1. The Board of Commissioners hereby authorizes sale of the Property described on the attached Exhibit A through the upset bid procedure of North Carolina General Statute §160A-269.

2. The Town 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.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the ten (10) day period, the Town Clerk

shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one (1) bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a ten (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 Commissioners.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first One Thousand and No/100 Dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer.

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 deposit of the qualifying higher bidder will be held until sale of the property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the Town of Bethel. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

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

(b) the buyer must pay with cash, cashier's check, or certified check at the time of closing, and

(c) the closing for the purchase of the Property must occur within sixty (60) days after the Board of Commissioners approves the final high offer.

(d) Conveyance of the property will be by a Non-Warranty Deed for the property in fee simple, with no warranties expressed or implied, as to the title of the property, conveying title to the property subject to restrictive covenants, easement and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, or occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

(e) the buyer is responsible for hiring an attorney to draft the Deed conveying title from the Town to buyer, at the buyer's expense, and with said Deed being subject to review and approval by the Town Attorney prior to execution by Town.

8. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate Town officials are authorized to execute the instruments necessary to convey the property to Donald Foster, Sr. or his assignee.

10. The Property is being sold "AS IS".

Adopted this the 7th day of January, 2025.

TOWN OF BETHEL

CARL WILSON, Mayor

ATTEST:

LINDA SHEPPARD, Town Clerk

EXHIBIT "A"

Being located in the Town of Bethel, Bethel Township, Pitt County, North Carolina, located on the North side of Church Street and being all of lots 34 and 35 of the Anna Whitaker Subdivision as shown in Map Book 2, Page 215 of the Pitt County Registry and being parcel number 1440.

PUBLIC NOTICE
SALE OF TOWN OF BETHEL PROPERTY

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Being located in the Town of Bethel, Bethel Township, Pitt County, North Carolina, located on the North side of Church Street and being all of lots 36 and 37 of the Anna Whitaker Subdivision as shown in Map Book 2, Page 215 of the Pitt County Registry and being parcel number 1441.

This property is currently identified in the Pitt County Tax Office as Parcel Number 1441.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk, Bethel Town Hall, 141 West Railroad Street, Bethel, NC 27812, by 5:00 p.m. on _____, January ____, 2025. Upset bids may be mailed to the office of the Town Clerk, Bethel Town Hall, Post Office Box 337, Bethel, NC 27812 but must be received by the aforementioned time and date. At that time the Town Clerk shall open the bids, if any, and the highest qualifying 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.

A qualifying higher bid is one that raises the existing offer to an amount not less than Eight Hundred Twenty-five and No/100 Dollars (\$825.00).

A qualifying higher bid must 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 deposit of the qualifying higher bidder will be held until sale of the property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the Town of Bethel. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

The buyer must pay in the form of cash, a cashier's check or a certified check at closing.

The Board of Commissioners must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed. The closing

for the purchase of the Property must occur within sixty (60) days after the Board of Commissioners approves the final high offer. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Conveyance of the property will be by a Non-Warranty Deed for the property in fee simple, with no warranties expressed or implied, as to the title of the property, conveying title to the property subject to restrictive covenants, easement sand rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, or occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

The buyer is responsible for hiring an attorney to draft the Deed conveying title from the Town to buyer, at the buyer's expense, and with said Deed being subject to review and approval by the Town Attorney prior to execution by Town.

The property is being sold "AS IS".

Further information may be obtained at the office of the Town Manager, Bethel Town Hall, 141 West Railroad Street, Bethel, NC 27812, or at telephone (252) 818-0891 during normal business hours.

RESOLUTION NO. R-25-____

Resolution Authorizing Upset Bid Process

WHEREAS, the Town of Bethel owns a tract of land containing approximately 0.15 acres, more or less, lying and being situated on East Church Street in the Town of Bethel, Pitt County, North Carolina, Parcel Number 1441 and further described on Exhibit A attached hereto (hereinafter "Property"); and

WHEREAS, the Town of Bethel has determined such Property to be surplus so that the Property will no longer be needed by the Town and, further, the Town has no current or future use for the Property; and

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

WHEREAS, the Town has received an offer to purchase the Property described above, in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00), submitted by Donald Foster, Sr. of Pitt County, North Carolina; and

WHEREAS, Donald Foster, Sr. has paid the required five percent (5%) deposit on their offer.

THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF BETHEL RESOLVES THAT:

1. The Board of Commissioners hereby authorizes sale of the Property described on the attached Exhibit A through the upset bid procedure of North Carolina General Statute §160A-269.
2. The Town 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.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the ten (10) day period, the Town Clerk

shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one (1) bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a ten (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 Commissioners.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first One Thousand and No/100 Dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer.

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 deposit of the qualifying higher bidder will be held until sale of the property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the Town of Bethel. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

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

(b) the buyer must pay with cash, cashier's check, or certified check at the time of closing, and

(c) the closing for the purchase of the Property must occur within sixty (60) days after the Board of Commissioners approves the final high offer.

(d) Conveyance of the property will be by a Non-Warranty Deed for the property in fee simple, with no warranties expressed or implied, as to the title of the property, conveying title to the property subject to restrictive covenants, easement and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, or

occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

(e) the buyer is responsible for hiring an attorney to draft the Deed conveying title from the Town to buyer, at the buyer's expense, and with said Deed being subject to review and approval by the Town Attorney prior to execution by Town.

8. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate Town officials are authorized to execute the instruments necessary to convey the property to Donald Foster, Sr. or his assignee.

10. The Property is being sold "AS IS".

Adopted this the 7th day of January, 2025.

TOWN OF BETHEL

CARL WILSON, Mayor

ATTEST:

LINDA SHEPPARD, Town Clerk

EXHIBIT "A"

Being located in the Town of Bethel, Bethel Township, Pitt County, North Carolina, located on the North side of Church Street and being all of lots 36 and 37 of the Anna Whitaker Subdivision as shown in Map Book 2, Page 215 of the Pitt County Registry and being parcel number 1441.

Resolution No. 25-01

TOWN OF BETHEL CIVIC ARTS FACILITATOR RESOLUTION

WHEREAS the Pitt County Arts Council is committed to advancing and promoting the arts in the Town of Bethel and all Pitt County's municipalities, and

WHEREAS the Pitt County Arts Council has formed a Civic Arts Committee for the purpose of enhancing the quality of life in the Town of Bethel through active support of the cultural and artistic environment, promoting economic opportunities for visual and performing artists, arts organizations, and creative occupations of all types, and

WHEREAS the Town of Bethel is committed to ensuring that residents have access to a wide range of cultural and arts related resources; and

WHEREAS the Town of Bethel is committed to supporting an evolving knowledge-based, creative economy and recognizes the importance of investing in the arts, entertainment, and cultural programming.

NOW, BE IT THEREFORE RESOLVED by the Town of Bethel that it does hereby support and endorse the mission of the Pitt County Arts Council Civic Arts Committee to formalize procedures and develop programs related to the arts. It is further requested that the Pitt County Arts Council Act as the Town's Civic Arts Facilitator.

Adopted this 7th day, January 2025.

TOWN OF BETHEL

Mayor

Attest:

Town Clerk

2025 MEETING CALENDAR**January**

January 7, 2025: Town of Bethel Board of Commissioners Meeting

February

February 4, 2025: Town of Bethel Board of Commissioners Meeting

March

March 4, 2025: Town of Bethel Board of Commissioners Meeting

April

April 1, 2025: Town of Bethel Board of Commissioners Meeting

May

May 6, 2025: Town of Bethel Board of Commissioners Meeting

June

June 3, 2025: Town of Bethel Board of Commissioners Meeting

June TBD, 2025: Budget Workshop

June TBD, 2025: Budget Public Hearing Fiscal Year 25-26

July

No Scheduled Meeting

August

August 5, 2025: Town of Bethel Board of Commissioners Meeting

September

September 2, 2025: Town of Bethel Board of Commissioners Meeting

October

October 7, 2025: Town of Bethel Board of Commissioners Meeting

November

November 4, 2025: Town of Bethel Board of Commissioners Meeting

December

December 2, 2025: Town of Bethel Board of Commissioners Meeting

December 6, 2025: Town of Bethel Tree Lighting

December 13, 2025: Town of Bethel Christmas Parade

Note: "Agenda Review" meetings for regular scheduled board meetings will occur the prior Thursday at 4:00pm to each meeting.

LGC-205 Amendment

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2022

Whereas	Primary Government Unit Town of Bethel
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Gregory T. Redman, CPA

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/24	and originally to be submitted to the LGC on	Date 10/31/24
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date submitted to LGC	Original date 10/31/24	Modified date 01/31/25
<input type="checkbox"/> Modification to fee	Original fee	Modified fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|--------------------------|--|
| <input type="radio"/> | <input type="checkbox"/> | Change in scope |
| <input type="radio"/> | <input type="checkbox"/> | Issue with unit staff/turnover |
| <input type="radio"/> | <input type="checkbox"/> | Issue with auditor staff/workload |
| <input type="radio"/> | <input type="checkbox"/> | Third-party financial statements not prepared by agreed-upon date |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have bank reconciliations complete for the audit period |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| <input checked="" type="radio"/> | <input type="checkbox"/> | Unit did not have information required for audit complete by the agreed-upon time |
| <input type="radio"/> | <input type="checkbox"/> | Delay in component unit reports |
| <input type="radio"/> | <input type="checkbox"/> | Software - implementation issue |
| <input type="radio"/> | <input type="checkbox"/> | Software - system failure |
| <input type="radio"/> | <input type="checkbox"/> | Software - ransomware/cyberattack |
| <input type="radio"/> | <input type="checkbox"/> | Natural or other disaster |
| <input type="radio"/> | <input type="checkbox"/> | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

The June 30, 2023 audit was completed in September 2024. The Town has completed the year end accounting in order to provide the information for the June 30, 2024 audit.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

The June 30, 2022 and 2023 audits have been completed this year. We anticipate that once the 2024 audit is complete, all future audits will be submitted timely.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Gregory T. Redman, CPA	
Authorized Firm Representative* (typed or printed)	Signature*
Gregory T. Redman	
Date*	Email Address
12/03/24	greg@redman-cpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Bethel	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Carl Wilson	
Date	Email Address
12-6-24	mayor@townofbethelnc.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

ATTACHMENT E

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

12/31/24

Transfer # _____ 10 _____

Department: FIRE

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
			Contingency	10-420-9999	\$ (11,020.00)
			Contingency	10-420-9999	\$ (938.00)
			Uniforms	10-530-2400	\$ 11,020.00
			Uniforms	10-530-2400	\$ 938.00
Total		\$ -	Total		\$ -

Explanation: To move contingency to cover Fire Expenses- Uniforms \$938 and turnout gear \$11,020

Requested by:Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

12/31/24
Transfer # _____ 11 _____
Department: ADMINISTRATION

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Fund Balance Appropriated	10-399-0000	\$ 7,500.00	Professional Services	10-420-0400	\$ 7,500.00
Total		\$ 7,500.00	Total		\$ 7,500.00

Explanation: To appropriate \$7,500 for updated Land Use Regulations
--

TOWN OF BETHEL
LINE ITEM TRANSFER/BUDGET AMENDMENT

12/31/24
Transfer # G
Department: FIRE

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
			Uniforms	10-530-2400	\$ 1,700.00
			Equip/Equip Maintenance	10-530-1600	\$ (1,700.00)
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

Explanation: To move \$1700 from equip/equipment maintenance to cover uniforms

Requested by:

Approved by:

TOWN OF BETHEL
LINE ITEM TRANSFER/BUDGET AMENDMENT

12/31/24
Transfer # H
Department: ADMINISTRATION

4

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
			Professional Services	10-420-0400	\$ (3,000.00)
			Supplies	10-420-3400	\$ 3,000.00
			.		
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

Explanation: To move \$3000 from professional services to cover supplies

Requested by:

Approved by:

Town of Bethel
Monthly Crime Statistic November 2024
 December 4, 2024

Total Calls For Service N= 152 (CAD Data)

Total Incident Reports N= 28

Index Crimes

Violent Crime	September 2024	October 2024	November 2024
Murder	0	0	0
Sexual Assault	0	0	0
Robbery	0	0	0
Assault	5	3	3
Property Crime			
Burglary	0	0	0
Larceny	2	0	1
Auto Theft	0	0	0
Arson	0	0	0

Total Part II Crimes reported N=24

(Numbers Based on the number of incident reports)

The most common Calls For Service performed within the city of Bethel.

Traffic Accident Report	0
Traffic Stops	18
Business Checks	276 (These are done in addition to calls for service.)
Sex Offender Check	0
Welfare Check	3
Alarm	21
Warrant Service	1
Ride By	54

Budget vs Actual (Summary)

Town of Bethel
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Period Ending 11/30/2024

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
	2,423,532	0.00	128,722.54	238,799.70	725,367.69	(1,698,164.31)	30%
Revenues Totals:	2,423,532	0.00	128,722.54	238,799.70	725,367.69	(1,698,164.31)	30%
Expenses							
GOVERNING BODY	35,575	0.00	2,711.66	4,541.72	10,440.14	25,134.86	29%
ADMINISTRATION-GF	488,950	476.80	38,325.58	74,578.67	201,307.72	287,165.48	41%
TAX COLLECTION PITT COUNTY	6,000	0.00	398.25	784.91	4,403.75	1,596.25	73%
POLICE DEPARTMENT	228,500	0.00	0.00	14,938.04	61,533.72	166,966.28	27%
FIRE DEPARTMENT	136,653	2,220.19	16,893.62	36,054.90	66,352.39	68,080.42	50%
STREET DEPARTMENT	1,105,212	971.09	47,009.50	72,073.69	216,192.51	888,048.40	20%
SANITATION DEPARTMENT	84,500	0.00	7,067.11	14,115.81	28,240.87	56,259.13	33%
RECREATION DEPARTMENT	51,775	150.00	3,446.02	9,026.95	11,226.57	40,398.43	22%
LIBRARY	29,508	0.00	240.83	433.82	21,779.75	7,728.25	74%
CEMETERY DEPARTMENT	22,000	0.00	3,700.00	4,225.00	6,225.00	15,775.00	28%
SENIOR CENTER	13,000	0.00	245.72	1,580.08	3,557.63	9,442.37	27%
STORMWATER	181,000	0.00	0.00	0.00	0.00	181,000.00	
CONTINGENCY	29,027	0.00	0.00	0.00	0.00	29,027.00	
DEBT SERVICE	11,832	0.00	986.00	1,972.00	4,930.00	6,902.00	42%
Expenses Totals:	2,423,532	3,818.08	121,024.29	234,325.59	636,190.05	1,783,523.87	26%
10 GENERAL FUND Revenues Over/(Under) Expenses:			7,698.25	4,474.11	89,177.64		

Cash Balance Report

Period Ending 11/30/2024

Town of Bethel
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Bank 5	SOUTHERN BANK & TRUST Acct#- 5531103060	
	Account	Balance
	10-102-0000 GENERAL FUND CHECKING	\$123,183.49
	63-102-0000 ARP GRANT CHECKING	\$223,346.93
	64-102-0000 SCIF GRANT FUND CHECKING	-\$28,216.53
	65-102-0000 RTG CASH	-\$2,460.00
	Bank 5 Total:	\$315,853.89
Bank 6		
	Account	Balance
	10-151-0000 NCCMT INVESTMENTS	\$3,172,009.16
	64-151-0000 NCCMT INVESTMENTS	\$235,770.58
	Bank 6 Total:	\$3,407,779.74
Total Cash Balance:		\$3,723,633.63