

Commission Members

Stephanie Lovick
 Leander Morgan
 Jay Tripp
 Steve Strickland
 Beth Walker
 Tabari Wallace
 Julius Parham



NEW BERN
 CITY OF NEW BERN

Redevelopment Commission of
 The City of New Bern
 303 First Street, P.O. Box 1129
 New Bern, NC 28563-1129
 (252) 639-7587

Chair

Tharesa Lee

Co-Chair

Kip Peregoy

Ex-Officio Members

Sabrina Bengel

Barbara Best

Jameesha Harris

AMENDED

Wednesday July 13, 2022, 6:00 p.m.
Development Services Conference Room
303 First Street New Bern, NC 28562

START	6:00 p.m.	
1.	Agenda Item: Welcome & Call to Order, Roll Call, Guiding Principles	Agenda Item Completed:
	Presenter: Tharesa Lee, Chair	Estimated Time: 5 min
2.	Agenda Item: Public Comment	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time:
	Limit 4 minutes per speaker	
3.	Agenda Item: Approval of Minutes	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 5 min
	Goal: Share Info Obtain Input <u>Make Decisions</u>	Formal Approval Needed? <u>Yes</u> No
	Supporting Materials: Minutes from the June 8, 2022, Regular Meeting and October 27, 2021, November 10, 2021, and December 8, 2021, Closed Session and are provided for review and approval.	
4.	Agenda Item: Finance Report.	Agenda Item Completed:
	Presenter: Matt Schelly	Estimated Time: 15 min
	Goal: <u>Share Info</u> Obtain Input Make Decisions	Formal Approval Needed? Yes <u>No</u>
	Background Information: Account history and balance information.	
	Supporting Materials:	
	Action Items:	

5.	Agenda Item: Consider Adopting a Resolution to set an acceptable minimum bid amount for property owned by the Redevelopment Commission.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 15 min
	Goal: <u>Share Info</u> <u>Obtain Input</u> <u>Make Decisions</u>	Formal Approval Needed? <u>Yes</u> No
	Background Information: Two Resolution options available for adoption; set the minimum bid amount at 75% of the assessed tax value or the commission can set a different percentage for the minimum bid amount of the assessed tax value.	
	Supporting Materials: Resolutions	
	Action Items: Adopt Resolution	
6.	Agenda Item: Consider Adopting a Resolution adopting an offer to purchase form for Commission owned properties.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 10 min
	Goal: <u>Share Info</u> <u>Obtain Input</u> <u>Make Decisions</u>	Formal Approval Needed? <u>Yes</u> No
	Background Information: For consistency it would be best to have a formal process and form for the public to purchase Commission owned properties.	
	Supporting Materials: Purchase of Redevelopment Commission owned properties form.	
	Action Items: Adopt Resolution	
7.	Agenda Item: Consider Adopting a Resolution for the demolition of structures located at 721 First Avenue.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 10 min
	Goal: <u>Share Info</u> <u>Obtain Input</u> <u>Make Decisions</u>	Formal Approval Needed? <u>Yes</u> No
	Background Information: The Commission closed on this property November 19, 2021. The two structures located on this property consist of one 2 story duplex and a mobile home. Both structures need to be demolished, staff received a quote from Public Works to demolish these structures; the duplex quote is \$9,200 and the mobile home is \$3,800.	
	Supporting Materials:	
	Action Items: Adopt Resolution	

8.	Agenda Item: Consider making a recommendation for 1027 Lees Avenue.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 5 min
	Goal: <u>Share Info</u> <u>Obtain Input</u> Make Decisions	Formal Approval Needed? <u>Yes</u> No
	Background Information: Mr. Beau Dorsey is interested in the property owned jointly by the City and County.	
	Supporting Materials: Map	
	Action Items: Recommendation to the City of New Bern	
9.	Agenda Item: Consider making a recommendation for 806 Main Street.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 5 min
	Goal: <u>Share Info</u> <u>Obtain Input</u> Make Decisions	Formal Approval Needed? <u>Yes</u> No
	Background Information: Mary Peterkin, Finance Director and Walter Harris, Trustee on behalf of First Missionary Baptist Church have expressed interested in the property owned jointly by the City and County for future community development.	
	Supporting Materials: Map	
	Action Items: Recommendation to the City of New Bern	
10.	Agenda Item: Consider making a recommendation for 821 West Street.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 5 min
	Goal: <u>Share Info</u> <u>Obtain Input</u> Make Decisions	Formal Approval Needed? <u>Yes</u> No
	Background Information: Mr. C. E. Diggs is interested in the property owned jointly by the City and County.	
	Supporting Materials: Map	
	Action Items: Recommendation to the City of New Bern	
11.	Agenda Item: Consider Adopting a Resolution to initiate the upset bid process along with what, if any, restrictive covenants should be included in the deed for 1113 Raleigh Street.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 5 min

	Goal: <u>Share Info</u> <u>Obtain Input</u> Make Decisions	Formal Approval Needed? <u>Yes</u> No
	Background Information: This item was tabled at the last meeting. Mr. Benjamin is interested in the property owned by the Redevelopment Commission.	
	Supporting Materials: Map	
	Action Items:	
12.	Agenda Item: Working Group Reports	Agenda Item Completed:
	Presenter: Working Groups	Estimated Time: 15 min
	Goal: <u>Share Info</u> Obtain Input Make Decisions	Formal Approval Needed? Yes <u>No</u>
	Background Information: Working Group Reports from: Health, Housing, and Neighborhood	
	Supporting Materials:	
	Action Items:	
13.	Agenda Item: Closed Session to discuss potential acquisition of property.	Agenda Item Completed:
	Presenter: Tharesa Lee	Estimated Time: 15 min
	Goal: <u>Share Info</u> Obtain Input Make Decisions	Formal Approval Needed? Yes <u>No</u>
	Background Information:	
	Supporting Materials:	
	Action Items:	
14.	Adjournment	
Next Meeting: August 10, 2022		

RESOLUTION

BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN:

That the amount of the minimum bid acceptable to the Redevelopment Commission of the
City of New Bern for the purchase of any real property owned by the Commission shall be seventy-
five percent (75%) of the assessed tax value.

ADOPTED THIS 13TH DAY OF JULY, 2022.

THARESA LEE, Chairperson

KIP PEREGOY, Vice Chair

RESOLUTION

BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN:

That the amount of the minimum bid acceptable to the Redevelopment Commission of the
City of New Bern for the purchase of any real property owned by the Commission shall be
_____ percent (_____%) of the assessed tax value.

ADOPTED THIS 13TH DAY OF JULY, 2022.

THARESA LEE, Chairperson

KIP PEREGOY, Vice Chair

RESOLUTION

BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN:

That the Offer to Purchase, a copy of which is attached hereto and incorporated by reference, be and the same is hereby adopted as the form to be used by persons or entities desiring to offer to purchase property owned by the Redevelopment Commission of the City of New Bern.

ADOPTED THIS 13TH DAY OF JULY, 2022.

THARESA LEE, Chairperson

KIP PEREGOY, Vice Chair

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

_____, as Buyer, hereby offers to purchase and **REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN**, 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: _____

Subdivision Name: _____

Tax Parcel ID No.: _____

Plat Reference: _____

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

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

(a) \$_____, 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) \$_____, 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 and § 160A-514. 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 the City of New Bern's Board of Aldermen pursuant to G.S. §160A-514. The deed is to be made to _____.

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 _____ 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: _____(SEAL)

Its: _____

Address: _____

Phone: _____

SELLER

REDEVELOPMENT COMMISSION
OF THE CITY OF NEW BERN

_____(SEAL)

By: _____

Its: _____

Date: _____

Buyer Initials _____ Seller Initials _____

Purchase of Redevelopment Commission Owned Properties¹

1. Potential buyer contacts RDC Chair. Chair inquires as to buyer's intended use and instructs the potential buyer about where s/he can find the offer to purchase form.
2. Potential buyer completes an offer to purchase form and pays a 5% deposit on the predetermined minimum bid price to the City Clerk.
3. City clerk notifies staff of receipt of offer to purchase and required deposit.
4. Staff contacts potential buyer to inform them of the meeting date for buyer's presentation to the RDC. Staff will discuss what the presentation may entail.
5. Staff compiles necessary documents for the agenda packet (i.e., GIS maps, flood maps, photographs, drawings, etc.)
6. Potential buyer presents intended use at a regular RDC meeting.
7. Housing working group conducts a meeting to assess the following:
 - a. Whether the property is or could be useful to the RDC.
 - b. Whether the potential buyer's intended use is consistent with the redevelopment plan.
 - c. Whether any restrictive covenants are necessary.Housing working group makes a recommendation to the RDC.
8. Staff requests a resolution from City Attorney's office to initiate the upset bid process.
9. Staff publishes supporting documents and resolution in the agenda packet.
10. RDC meets to discuss the recommendation of the housing work group. RDC votes during an open meeting to adopt the resolution authorizing the sale of the property to the final, highest bidder with or without restrictive covenants. (Note: RDC can reject any and all offers.) Chair signs the offer to purchase on behalf of Seller.
 - a. If the resolution does not pass, the City Clerk returns the deposit.
 - b. If the resolution passes, Assistant City Attorney publishes the required notice in the Sun Journal.
11. At the end of the upset bid process, the City Clerk informs staff and Assistant City Attorney of the final, highest bidder.
12. Assistant City Attorney prepares a resolution authorizing the sale of the property to final, highest bidder and forwards it to Staff.

¹ NOTE: The Redevelopment Commission can reject any and all offers.

13. RDC votes during an open meeting to adopt the resolution authorizing the sale of the property to the final, highest bidder with or without restrictive covenants. (Note: RDC can reject any and all offers.) Chair signs the offer to purchase on behalf of Seller.
14. Staff forwards the signed resolution authorizing the sale of the property to the City Clerk.
15. City Clerk includes the signed resolution in the Board of Aldermen's next agenda packet.
16. The Board of Aldermen votes to adopt a resolution approving the sale.
17. RDC Chair and Vice Chair sign the quitclaim deed and lien waivers.
18. City Attorney's office, in consultation with the City Clerk, schedule a closing within 30 days of approval by the Board of Aldermen.

**Purchase of City and/or County Owned Properties
in the Redevelopment Area**

1. Interested party contacts the City Clerk.
2. City Clerk notifies the RDC Chair.
3. RDC Chair contacts the potential buyer to inform them of the process and gather additional information regarding their intended use.
4. Staff contacts potential buyer to inform them of the meeting date for buyer's presentation to the RDC. Staff will discuss what the presentation may entail.
5. Chair refers the request to the housing working group.
6. Staff compiles necessary documents for the agenda packet (i.e. GIS maps, flood maps, etc.)
7. Purchaser makes presentation to RDC regarding their intended use and/or redevelopment plan.
8. Housing working group assess the following:
 - a. Whether the property is or could be useful to the RDC
 - b. Whether the potential buyer's intended use is consistent with the redevelopment plan
 - c. Whether the local government should convey the property to the RDC for application of restrictive covenants.

Housing work group makes a recommendation to the RDC.

9. Staff requests resolutions from City Attorney's office to recommend to the Board of Aldermen to initiate the upset bid process *OR* to request the property be conveyed to the RDC.
10. Staff compiles necessary documents for the agenda packet (i.e. resolution, recommendation of housing work group, etc.)
11. RDC discusses the request during an open meeting. RDC adopts a resolution to either recommend to the Board of Aldermen to initiate the upset bid process *OR* to request the property be conveyed to the RDC.
12. Chair signs the approved resolution.
13. Staff forwards the signed resolution to the City Clerk within 2 business days. Staff instructs potential buyer to contact the City Clerk to make an offer to purchase and pay the required deposit.

RESOLUTION

BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN:

That the Chairperson is hereby authorized, pursuant to North Carolina General Statute §160A-514(b), to execute a contract on behalf of the Redevelopment Commission of the City of New Bern with the City of New Bern for the demolition of structures on the real property located at 721 First Avenue, more particularly described as Craven County Parcel Identification Number 8-012-189.

ADOPTED THIS 13TH DAY OF JULY, 2022.

THARESA LEE, Chairperson

KIP PEREGOY, Vice Chair



Redevelopment Commission Property for Review



Property
Site

Current Owner(s): New Bern & Craven Co.
Address: 1027 Lees Avenue
Acres: 0.119
Parcel ID: 8-006-173
Current Use: Vacant



1 inch = 40 feet

0 20 40 80 Feet

Imagery 2021



Redevelopment Commission Property for Review



Property
Site

Current Owner(s): New Bern & Craven Co.
Address: 806 Main Street
Acres: 0.174
Parcel ID: 8-006-350
Current Use: Vacant



1 inch = 40 feet

0 20 40 80 Feet

Imagery 2021



Redevelopment Commission Property for Review



Property
Site

Current Owner(s): New Bern & Craven Co
Address: 821 West St
Acres: 0.114
Parcel ID: 8-007-225
Current Use: Vacant



1 inch = 40 feet

0 20 40 80 Feet

Imagery 2021



Redevelopment Commission Property for Review



Property
Site

Current Owner(s): Redevelopment Comm.
Address: 1113 Raleigh St
Acres: 0.069
Parcel ID: 8-014-217
Current Use: Vacant



1 inch = 40 feet

0 20 40 80 Feet

Imagery 2021