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



Redevelopment Commission of The City of New Bern

303 First Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 639-7585 Chair
Tharesa Lee
Vice-Chair
Kip Peregoy
Executive Director
Catrecia McCoy Bowman
Ex-Officio Members
Rick Prill
Barbara Best
Hazel Royal

AGENDA

Wednesday December 14, 2022, 6:00 p.m. Development Services Conference Room 303 First Street New Bern, NC 28562

START	6:00 p.m.						
4	Agenda Item: Welcome & Call to Order, Roll Call, Guiding Principles	Agenda Item Completed:					
1.	Presenter: Tharesa Lee, Chair	Estimated Time: 5 min					
	Agenda Item: Public Comment	Agenda Item Completed:					
2.	Presenter: Tharesa Lee, Chair	Estimated Time:					
	Limit 4 minutes per speaker						
	Agenda Item: Approval of Minutes Regular Board Meeting and Strategic Planning Meeting.	Agenda Item Completed:					
	Presenter: Tharesa Lee, Chair	Estimated Time: 5 min					
3.	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? <u>Yes</u> No					
	Supporting Materials: Minutes from the Regular Meeting on November 9, 2022, and the Strategic Planning Session on November 30, 2022, are provided for review and approval.						
	Agenda Item: Discussion of the RDC's plan for 203 and 207 Jones St	Agenda Item Completed:					
	Presenter: Beth Walker	Estimated Time: 15 min					
4	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? <u>Yes</u> No					
4.	Background Information: MAP, photos, illustrations, and the offers to purchase.						
	Supporting Materials: Adopt a Resolution to initiate the upset bid process for 203 and 207 Jones St.						
	Action Items: Commission determines its plan; it can take one of the following actions: (i) choose to initiate the upset bid process or (ii) reject the existing offer to purchase.						

5.	Agenda Item: Consider resolution authorizing payment for Full Asbestos Inspection at 908 Bloomfield Street.	Agenda Item Completed:					
	Presenter: Tharesa Lee, Chair	Estimated Time: 15 min					
	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? <u>Yes</u> No					
	Background Information:						
	Supporting Materials: Resolution authorizing payment of Enviro Assessment East for asbestos testing at 90 Bloomfield. Approve Payment to Enviro						
	Action Items: Approve Payment for Asbestos Inspection						
	Agenda Item: Approve resolution authorizing ED to approve invoices up to \$1,000.00	Agenda Item Completed:					
	Presenter: Tharesa Lee, Chair	Estimated Time: 10 min					
6.	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? Yes No					
	Background Information: Resolution authorizing ED to approve invoices up to \$1,000.00						
	Action Items: Adopt a Resolution						
	Agenda Item: Authorized Payment to UF Strategies LLC and discussion of tentatively rescheduling in January 2023 (Wednesday or Saturday)	Agenda Item Completed:					
	Presenter: Tharesa Lee, Chair	Estimated Time: 15 min					
7.	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? Yes No					
	Background Information: Facilitation of Strategic Planning Session – Board						
	Supporting Materials: Estimate and Invoice						
	Action Items: Approve Payment						
	Agenda Item: Executive Director Report	Agenda Item Completed:					
	Presenter: Catrecia McCoy Bowman, Executive Director	Estimated Time: 10 min					
8.	Goal: <u>Share Info</u> Obtain Input <i>Make Decisions</i>	Formal Approval Needed? Yes No					
	Background Information: Monthly Report						
	Supporting Materials: Monthly Report submitted by ED						

9.	Agenda Item: Proposed Budget Ordinance Amendment	Agenda Item Completed:					
	Presenter: Tharesa Lee, Chair	Estimated Time: 15 min					
	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? <u>Yes</u> No					
	Background Information: Abatement Invoice for 908 Bloomfield and Bid for 911 Eubanks						
	Supporting Materials: CDBG, General Funds and Redevelopment Commission's Fund Balance						
	Action Items: Adopt resolution supporting the transfer from fund balance						
	Agenda Item: New Business/Adjourn	agenda Item Completed:					
	Presenter: Tharesa Lee, Chair	Estimated Time: 15 min					
10.	Goal: Share Info Obtain Input Make Decisions	Formal Approval Needed? Yes No					
	Background Information:						
	Supporting Materials:						
	Action Items:						
12.	Adjourn						
Next Meeting: January 11, 2023							

City of New Bern

Redevelopment Commission Meeting

November 9, 2022

303 First Street- Development Services

Members Present: Chair Tharesa Lee, Co-Chair Kip Peregoy, Tabari Wallace, Julius Parham, Leander Morgan, Beth Walker

Ex-Officio Members Present: Alderman Rick Prill

Members Excused (E)/Absent (A): Stephanie Lovick (E), Steve Strickland (E), Julian Tripp (A)

Staff Present: Catrecia Bowman, Executive Director of Redevelopment Commission; Alice Wilson, GIS Manager

1. Welcome and Call to Order

Chair Lee called this meeting to order at 6:00 PM and began with a reading of the Commission's guiding principles.

2. Public Comment

No public comments were received.

3. Approval of Minutes

Minutes from the October 12, 2022, meeting were presented for review and approval. Co-Chair Kip Peregoy stated that changes needed to be made regarding the attendance of Co-Chair Kip Peregoy, Commissioner Tabari Wallace, and Commissioner Beth Walker.

A motion to approve the minutes with the noted corrections was made by Co-Chair Peregoy and seconded by Commissioner Walker.

The motion unanimously carried (6-0).

4. Presentation by Peter Frey request to purchase 203 and 207 Jones Street

Peter Frey of Brewery 99 and George Desoto of Keller Williams stood to give a presentation to the Commission to request to purchase 203 and 207 Jones Street. Mr. Frey told the Commission about his background and time spent in the neighborhood and stated that he is interested in purchasing the properties to build a 1500 square foot home.

Co-Chair Peregoy stated that the properties had been purchased by the Commission to create rental housing in that area, and the Commission currently has a significant amount of money invested in the properties of interest. Co-Chair Peregoy stated that if the properties were sold, the Commission would want to recoup on the investment.

Commissioner Leander Morgan expressed his support of Mr. Frey's plans. Mr. Desoto of Keller Williams stated that he believes Mr. Frey's purchase would spark more community interest in the area and more people would be willing to buy homes in that community.

Attorney Jaimee Bullock-Mosley explained the Commission's procedures for the conveyance of property. Attorney Bullock-Mosley stated that the housing group will meet to discuss Mr. Frey's presentation and will give a recommendation to the Commission.

5. Adopt a Resolution: Health and Wellness Center Demolition and Concept Plan

Co-Chair Peregoy stated that the site plan for the Health and Wellness Center presented has been developed by Atlas Engineering and includes the demolition of the McCotter House at 908 Bloomfield Street. Chair Lee stated that quotes have been received for the demolition of 908 Bloomfield Street.

Commissioner Tabari Wallace stated that he has received calls from residents asking if the McCotter House could possibly be moved instead of demolished. Commissioner Morgan expressed his concern of demolishing the building instead of moving the home and possibly making it an asset available for someone in the community. Commissioner Walker explained that the cost of \$400,000 for the renovation of the home never changed and may not be feasible for someone in the community to take on.

Co-Chair Peregoy stated that the Commission recently moved the house at 911 Eubanks Street and the house at 908 Bloomfield Street would likely be difficult to move and cost a great amount of money. Commissioner Morgan stated that if it is not feasible to move the house, it would be best to demolish the home and immediately begin the work on establishing the health center for the community.

Co-Chair Peregoy made a motion to adopt the concept plan for the Health and Wellness center. This motion was seconded by Commissioner Parham.

The motion unanimously carried (6-0).

Commissioner Walker made a motion to adopt the demolition plan with demolition and asbestos testing to be completed by the City of New Bern's Public Works department. The motion was seconded by Commissioner Parham.

The motion unanimously carried. (6-0).

6. Adopt a Resolution Authorizing the Conveyance of 720 Fowlers Ln, 700 Fowlers Ln, 1023 Murray St, 1021 Murray St, 1019 Murray St, 1017 Murray St, 1015 Murray St, 1013 Murray St, 1011 Murray St, 1009 Murray St to the City of New Bern for Completion of the Duffyfield Stormwater Enhancement Project.

Co-Chair Peregoy stated that a request has been received by the City of New Bern for the Commission to transfer ownership of a group of lots along Murray Street for Phase II of the Duffyfield Stormwater Project. Commissioner Leander Morgan told the Commission that he wanted to make sure everyone understood that the requested lots are in a swamp area.

Commissioner Parham made a motion to adopt the resolution for the conveyance authorizing the conveyance of 720 Fowlers Ln, 700 Fowlers Ln, 1023 Murray St, 1021 Murray St, 1019 Murray St, 1017 Murray St, 1015 Murray St, 1013 Murray St, 1011 Murray St, and 1009 Murray St to the City of New Bern.

Co-Chair Peregoy seconded the motion and the motion carried unanimously (6-0).

7. Discussion of housing opportunities in the New Bern Redevelopment Commission boundaries

Co-Chair Peregoy stated that the primary focus of the upcoming Strategic Planning session will need to include discussion on funding for housing opportunities. Chair Lee stated that single family housing was what the community expressed as a major need. Chair Lee stated that the size of homes will also be discussed at the upcoming session.

No questions were presented by commissioners.

8. Report from the Executive Director

Mrs. Catrecia Bowman, executive director of the Redevelopment Commission, provided the Commission a 30-day report. Mrs. Bowman stated that she has been attending different meetings regarding grant opportunities and potential partnerships. Mrs. Bowman also stated that she has had meetings with Habitat for Humanity, Duffyfield Phoenix Group, and other action groups in the community.

Mrs. Bowman presented the 2023 Commission Calendar.

A motion to adopt the calendar was made by Co-Chair Peregoy and seconded by Commissioner Parham. The motion carried unanimously (6-0).

9. Working Group Reports

Health and Wellness: Commissioner Wallace expressed that the Health and Wellness group is continuing their discussions with the Craven County Health Department and other partners for the development of programming at the Health and Wellness Center. Commissioner Wallace stated that a change of leadership is taking place within MERCI Clinic. Chair Lee asked Commissioner Wallace if a conversation is currently being held with Carolina East Medical Center and Commissioner Wallace stated that discussions are only being held with Craven County Health Department and other mentioned partners at this time.

Neighborhood: Commissioner Morgan stated that Ms. Anne Shout of the Duffyfield Phoenix Group has scheduled a community cleanup for December 2nd and 3rd. Commissioner Morgan expressed the desire to partner with this group.

Co-Chair Peregoy made a motion for the Commission to partner on the scheduled neighborhood cleanup and to fund the insurance requirement, not to exceed \$400. This motion was seconded by Commissioner Parham and unanimously carried (6-0).

Housing: Commissioner Walker stated that the house at 911 Eubanks Street is currently ready for rehab and the contractor is willing to negotiate with the Commission. Commissioner Walker stated that the housing group will meet with the contractor next week.

1	0.	Ad	journment	
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Commissioner Parham made a motion to call for a sp November 30, 2022, at 4pm at Development Service unanimously carried (6-0).	s. This motion was seconded by Co-Chair Peregoy and
A motion to adjourn was made by Commissioner Parunanimously carried (6-0).	rham and seconded by Commissioner Walker. The motion
This meeting adjourned at 7:24pm.	
Date approved:	Tharesa Lee, Chairman
Attest: D'Aja Fulmore, Recording Secretary	

Commission Members

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



Chair
Tharesa Lee
Vice-Chair
Kip Peregoy
Executive Director
Catrecia McCoy
Bowman
Ex-Officio Members
Rick Prill
Barbara Best
Hazel Royal

Tabari Wallace

Redevelopment Commission's Strategic Planning Session November 30, 2022 303 First Street- Development Services

On Wednesday, November 30th, 2022, the RDC Board of Commissioners held a Strategic Planning Session @ 4 pm. The purpose to the meeting is to assess progress and discuss future planning, identify priorities, reestablish goals and objectives, define meaningful partnership and resources, and allocate funds to support the strategic planning decisions that must be made.

Members Present: Chair Tharesa Lee, Co-Chair Kip Peregoy, Beth Walker, Stephanie Lovick

Ex-Officio Members Present: Alderman Rick Prill, Alderman Barbara Best

Members Excused (E)/Absent (A): Steve Strickland (E), Tabari Wallace (E) Julian Parham (E), Leander "Robbie" Morgan (A), Julian "Jay" Tripp (A)

Staff Present: Catrecia Bowman, Executive Director of Redevelopment Commission; Marvin William, Assistant City Manager

1. Welcome and Call to Order

Chair Lee called this meeting to order at 4:00 pm and began with a reading of the Commission's guiding principles.

2. Roll Call - Quorum present? No

No public comments were received.

Adjourn at 4:54 pm

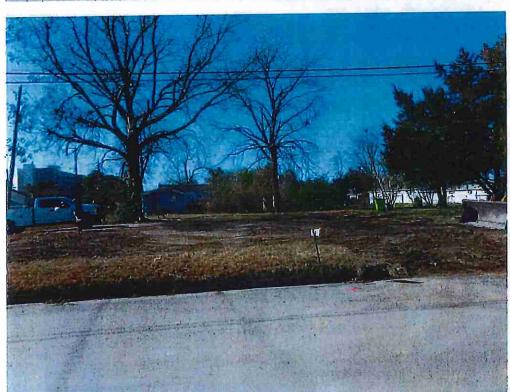
3. This meeting adjourned at 4:54 pm.

Date approved:	mi r cil i
	Tharesa Lee, Chairman
Attest:	



12.23.22

203 Jones Street Before



After



Redevelopment Commission Property for Review



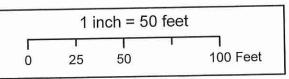
Property Site

Current Owner(s): The Redevelopment

Commission

Addresses:203 Jones St. Acres: 0.205 Ac. Total Parcel ID: 8-009-038 Current Use: Vacant





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CRAVEN COUNTY
Peter D. Frey, 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: 207 Jones Street
Subdivision Name: None
Tax Parcel ID No.: _8-009-037
Plat Reference: Lot or partial of land being in Number Eight (8) Township, identified as Tract 1, 207 Jones Street.
Being all of that property more particularly described in Deed Book 3679, Page 1464 in the Craven County Registry.
2. PURCHASE PRICE: The purchase price is \$6,000 and shall be paid as follows:
(a) \$300.00 EARNEST MONEY DEPOSIT with this offer by \(\sigma\) cash \(\sigma\) bank check \(\sigma\) 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) \$5,700, 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
4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or committed governmentar 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
Peter D. Frey
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 wil
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

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CRAVEN COUNTY	
Peter D. Frey as Buyer, hereby offers to purchase and REDEVELOPMEN'	Γ
COMMISSION OF THE CITY OF NEW BERN, as Seller, upon acceptance of said offer, agrees to sell and convey, all of the 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 mor particularly described as:	е
Street Address: 203 Jones Street	
Subdivision Name: None	
Tax Parcel ID No.: <u>8-009-038</u>	
Plat Reference: Lot or partial of land being in Number Eight (8) Township, identified as Track 2, 203 Jones Street Being all of that properly more particularly described in Deed Book 3679, Page 1464 in the Craven County Registry.	
2. PURCHASE PRICE: The purchase price is \$9,000 and shall be paid as follows:	
(a) \$ 450.00 EARNEST MONEY DEPOSIT with this offer by \(\subseteq \cap \) cash \(\subseteq \) bank check \(\subseteq \) 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.	ŗ
(b) \$8,550, 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 tea excepted.	4
(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".	t
 (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 	
A SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special	ıl
assessments for sidewalk, paying, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners	,
association special assessments. Buyer shall take title subject to all pending assessments, if any.	
PAYMENT OF TAXES: Any advalorem taxes to which the Property is subject shall be paid in their entirety by Buyer.	
6 EVERNSES. Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed and i	(S
legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under the	S
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 a	11
documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of fin	al
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	0
Peter D. Frey 9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.	
10 DECORPTY INSPECTION APPRAISAL, INVESTIGATION:	
(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes	10
representation as to water sewer conditions, title, access, or fitness for any intended use.	
(A) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.	to
11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right	rill
enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer windemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injuried to the permission of the Seller.	ry
to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemn	ity
shall survive this contract and any termination hereof	
12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTAC	H
HERETO) None	
Buyer Initials Seller Initials	

RESOLUTION TO INITIATE THE UPSET BID PROCESS

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property identified as 203 and 207 Jones Street, Craven County parcel identification numbers 8-009-038 and 8-009-037; and

WHEREAS, North Carolina General Statute § 160A-269 and § 160A-514 permit the Redevelopment Commission to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the Redevelopment Commission has received an offer to purchase the above described property in the amount of \$______ submitted by Peter Frey; and

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

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

- Section 1. The Redevelopment Commission 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 Redevelopment Commission.
- 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 Redevelopment Commission 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 Redevelopment Commission accepts 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 Redevelopment Commission 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 Board of Aldermen of the City of New Bern must approve the sale before the Redevelopment Commission may execute any required deeds or other instruments necessary to effectuate the sale; and
 - (c) The buyer must pay with cash at the time of closing.

<u>Section 8</u>. The Redevelopment Commission 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 commission officials are authorized to execute the instruments necessary to convey the property to Peter Frey upon receipt of approval of the sale from the Board of Aldermen.

ADOPTED THIS 14th DAY OF DECEMBER, 2022.

CATRECIA BOWMAN, Executive Director

RESOLUTION

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

That payment of the invoice for asbestos testing performed by Enviro Assessments East, Inc. on the structure situated on the real property located at 908 Bloomfield Street, more particularly described as Craven County Parcel Identification Number 8-006-318, a copy of which is attached hereto and incorporated by reference herein, is hereby approved.

ADOPTED THIS 14TH DAY OF DECEMBER, 2022.

THARESA LEE, Chairperson

CATRECIA BOWMAN, Executive Director

RESOLUTION

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

That payment of the invoice for professional services rendered by UF Strategies, LLC, a copy of which is attached hereto and incorporated by reference herein, is hereby approved.

ADOPTED THIS 14^{TH} DAY OF DECEMBER, 2022.

THARESA LEE, Chairperson

CATRECIA BOWMAN, Executive Director

1. VALUE ENGINEERED REVISED BID FOR REHABILITATION WORK

1. The undersigned, having familiarized (himself) (herself) (themselves) (itself) with existing conditions on the project SITE affecting the cost of the work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Form of Bid, Form of Contract (or Agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Architectural Plans, Technical Specifications, and Forms of Surety Bond or Bonds), as prepared by the City and on file in the office of the Department of Development Services, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenance, equipment and services, including utility, transportation and security services required to complete the REHABILITATION OF 911 EUBANKS STREET PROJECT all in accordance with above listed documents at and for the following items and quantities:

Note: Please provide a separate breakdown for the following work elements:

City of New Bern reserves the right to waive any informality in the bid, to delete any item or items in the bid, to reject any and all bids or to accept any bid or part thereof deemed advisable in the best interest of the City of New Bern.

2. In submitting this Bid, The Bidder understands that the right is reserved by the City of New Bern, North Carolina, to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form to furnish the required bond within ten (10) days after the agreement is presented to him for signature.

RESOLUTION

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

That the Chairperson is hereby authorized to execute a contract, a copy of which is attached hereto and incorporated by reference herein, on behalf of the Redevelopment Commission of the City of New Bern with Enviro Assessments East, Inc. for asbestos testing to be performed on the structure situated on the real property located at 908 Bloomfield Street, more particularly described as Craven County Parcel Identification Number 8-006-318.

ADOPTED THIS 9^{TH} DAY OF NOVEMBER, 2022.

THARESA LEE, Chairperson

KIP PEREGOY, Vice Chair

RESOLUTION

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

That the Chairperson is hereby authorized to execute a contract, a copy of which is attached hereto and incorporated by reference herein, on behalf of the Redevelopment Commission of the City of New Bern with Wilco Landworks for the demolition of the structure on the real property located at 908 Bloomfield Street, more particularly described as Craven County Parcel Identification Number 8-006-318.

ADOPTED THIS 9TH DAY OF NOVEMBER, 2022.

THARÉSA LEE, Chairperson

KIP PEREGOY, Wice Chair

1. VALUE ENGINEERED REVISED BID FOR REHABILITATION WORK

1. The undersigned, having familiarized (himself) (herself) (themselves) (itself) with existing conditions on the project SITE affecting the cost of the work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Form of Bid, Form of Contract (or Agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Architectural Plans, Technical Specifications, and Forms of Surety Bond or Bonds), as prepared by the City and on file in the office of the Department of Development Services, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenance, equipment and services, including utility, transportation and security services required to complete the REHABILITATION OF 911 EUBANKS STREET PROJECT all in accordance with above listed documents at and for the following items and quantities:

Note: Please provide a separate breakdown for the following work elements:

1.	Foundation	Construction of concrete block foundation	\$ N/A
2.	Rehabilitation Work	General Construction work	\$ 143,500
3.	Asbestos and Lead Base Paint	Removal of asbestos and lead base paint	\$ N/A
4.	Electrical	Wiring and fixtures	\$ 10,000
5.	Plumbing	Lines, drains, and fixtures	\$ 10,000
6.	HVAC	Furnace, ducts, condenser, registers, etc.	\$ 20,000
7.	Landscaping	Shrubs and ground cover	\$ 2,500
TC	OTAL BID FOR ALL REHAL	BILITATION WORK	\$ 186,000

City of New Bern reserves the right to waive any informality in the bid, to delete any item or items in the bid, to reject any and all bids or to accept any bid or part thereof deemed advisable in the best interest of the City of New Bern.

2. In submitting this Bid, The Bidder understands that the right is reserved by the City of New Bern, North Carolina, to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form to furnish the required bond within ten (10) days after the agreement is presented to him for signature.

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(252) 636-8778 FAX (252) 636-8992

Bids received Date: 08/31/22 Time: 10:00 am **Bid Tabulation Form**

Rehabilitation of Single Family Residence Project: 911 Eubanks Street

License # Form of Bid Bond Non- Collusion Affidavit X Statement of Qualifications MBE/WBE Form Lobbying Disclosure Form Base Bid

Contractor

Date:

Certified:

C. REHABILITATION BID DOCUMENTS

The Contractor in preparing his/her Bid will fill out the following information on this page along with the complete BID Documents.

REHABILITATION OF 911 EUBANKS STREET CITY OF NEW BERN, NORTH CAROLINA

Contractor's Firm Name:	The Third Property Development & Estate Investment Group LLC
Mailing Address of Firm:	2205 Foxhorn Rd, Trent Woods,NC
	28562
Company Telephone No.:	252-624-1600
Company Fax Number:	
Contact Person:	Edward Munford III
Email Address:	The3rd_pdeig@icloud.com

	execute and deliver an agreement in the prescribed form to furnish the required bond within ten (10) days after the agreement is presented to him for signature.
3.	Security in the sum of
	Dollars (\$_20,750) in the form of Bond Is
	submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.
4.	Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.
5.	The bidder is prepared to submit a financial statement upon request.
	Edward Munford III/ Owner Name and Title of Principal Date

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY Harrisburg, Pennsylvania

6450

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint WILLIAMS S. WILLIS, THOMAS S. BENNETT, JR., JUDSON G. MCADEN, NANCY K. MCADEN, AND MICHAEL E. MCADEN, ALL OF NEW BERN, NORTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS ----- (\$5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON APRIL 30, 2029, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on April 10, 2019.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Commonwealth of Pennsylvania, County of Dauphin - ss:

On April 10, 2019, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President - Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Traci A Kimmich, Notary Public City Of Harrisburg, Dauphin County My Commission Expires Oct 31, 2020

Member, Pennsylvania Association of Notaries

I, Mark Fitzgerald, Vice President - Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 10/06/2022

Subscribed and sworn to before me this <u>5th</u> day of <u>October</u>, 2022.

ALEXIS DARDEN

NOTARY PUBLIC

Lenoir County

North Carolina

My Commission Expires Nov. 4, 2026

Signature of Notary

My Commission Expires: 11 42026

10.	LIST THE MORE IMPORTANT CONTRACTS RECENTLY COMPLETED BY THE FIRM, STATING APPROXIMATE GROSS COST OF EACH, AND THE MONTH AND YEAR COMPLETED:
11.	LIST YOUR MAJOR EQUIPMENT:
	None
12.	EXPERIENCE IN REHABILITATION WORK SIMILAR IN IMPORTANCE TO THIS PROJECT:
	I'm also an investor so every property that had been purchased been an Rehab/remodel of 80% or more of the property
13.	BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION INCLUDING THE OFFICERS:
	13 yrs working around Construction industry at Lowes working with Pros and Dealers. Managed Pro Sales of years before becoming a Licensed General Contractor
14.	CREDIT AVAILABLE: \$ 115,000
15.	PROVIDE BANK REFERENCE:
	None
16.	WILL YOU UPON REQUEST, FILL OUT A DETAILED FINANCIAL STATEMENT AND FURNISH ANY OTHER INFORMATION THAT MAY BE REQUIRED BY THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF WESTMORLAND.
	ØYES □ NO
17.	(A) HAVE YOU EVERY BEEN A PARTY TO OR OTHER WISE INVOLVED IN ANY ACTION OR LEGAL PROCEEDING INVOLVING MATTERS RELATED TO RACE, COLOR, NATIONALITY OR RELIGION? IF SO GIVE FULL DETAILS:
	□ YES IZHYO

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities, " in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ELWARL STEPL III	10/6/22
(Name)	/ (Date)
Chini	-
(Title)	

2022

Tirense No.

86998

AND CHIEF

Tirensing Fourd for General Confractors

This is to Certify That:

Edward Lee Munford,

New Bern, NC

is duly registered and entitled to practice

Central Contracting

Limitation: Limited

Classification: Building

December 31, 2022

Witness our hands and seal of the Goard when this Certificate expires. Tated, Auleigh, N.C.

January 04, 2022

This rertificate may not be aftered

C. Hank Wiener Serrefary-Trassurer



Enviro Assessments East Inc

450 Executive Parkway New Bern, NC 28562 US (252)527-3052

www.eae-inc.com





BILL TO
City of New Bern
300 Pollock Street
New Bern, NC 28560 US

INVOICE#	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
8879	11/23/2022	\$945.00	11/23/2022	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Asbestos Inspection Full Asbestos Inspection - Former Community Resource Building, 908 Bloomfield Street, New Bern, NC 28560	1	250.00	250.00
Lab Analysis Fee Per sample and layer analyzed by lab	33	20.00	660.00
Shipping FedEx	1	35.00	35.00

Please Remit Payment To:

Enviro Assessments East, Inc.

450 Executive Parkway,

New Bern, NC 28562

Federal Tax ID # 22-3864208

For Billing Questions:

Contact Josh Lane

(o) 252-527-3052

Josh@eae-inc.com

\$945.00

Late Charge of 1.5% After 30 Days or 18% Annual. Checks accepted by mail or walk-in. Credit Card payments accepted by phone at 252-527-3052. Credit Card payments are subject to a 3.4% processing fee.



<u>Quote</u>

SEND TO: City of New Bern

ATTN: Mr. Patrick Ezel

FROM: Josh Lane (EAE, Inc.)

JOB DESCRIPTION: Asbestos Abatement

SITE: 908 Bloomfield Street - New Bern, NC

DATE: November 30, 2022



1.	Asbestos Abatement	\$ 13,450.00
	A. Asbestos was discovered in unknown amounts on the exterior of the residence beneath the brick veneer. This proposal includes a budget quote amount to remove the brick veneer in locations around the residence on the two sides and rear to assess and remove any asbestos siding that may be present. The quote also includes the cleanup of debris on the ground around the residence and a crew to be onsite during the first day of demolition to supervise the removal of veneer on the front of the structure and remove any asbestos siding that is found.	
2.	Asbestos Disposal	\$ 850.00
	A. Asbestos disposal with NC State manifest.	
3.	Third Party air monitoring	\$ 950.00
	A. Provide up to 2 days of PCM Air monitoring.	
	Price Good for 90 Days TOTAL	\$ 15,250.00



Office: (252)527-3052 Fax: (252)527-3055

Catrecia Bowman

From: josh eae-inc.com <josh@eae-inc.com>

Sent: Wednesday, November 30, 2022 4:44 PM

To: Patrick Ezel

Cc: Matthew Boswell; Matthew Schelly; Jennifer Mayo; Catrecia Bowman; Gregory Holmes;

adam eae-inc.com; jason eae-inc.com; josh eae-inc.com

Subject: Re: 908 Bloomfield St, The McCotter House Asbestos Abatement

Attachments: Quote for 908 Bloomfield Street - New Bern, NC.pdf

Hey Patrick,

Sorry for the delay. The power was out at the industrial park when I returned from my meeting in Beaufort. Please see the attached proposal. This will cover the worst-case scenario of what might be encountered. If my suspicion is correct, then I believe it will be a good bit less based on what I saw yesterday. As for timing, we can probably get this going with a week or so notice. Let me know if you have any questions.

Thanks,

Josh Lane Enviro Assessments East, Inc. 450 Executive Parkway New Bern, NC 28562 (c) 252-560-3315 (o) 252-527-3052

(f) 252-527-3055





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From: Patrick Ezel <ezelp@newbernnc.gov>

Sent: Wednesday, November 30, 2022 10:54 AM

Aldermen

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



Department of Public Utilities P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4070 Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

REQUEST FOR PUBLIC WORKS TO ABATE

TO: Daryl Nelson, Street Superintendent, Public Works John Saxton, Lead Equipment Operator II, Public Works Sherri Baldree, Administrative Assistant, Public Works Pam Belrose, Administrative Assistant, Public Works

FROM: Patrick Ezel, Building Inspector, Minimum Housing Officer

DATE: 09/09/2022

ADDRESS: 910 Bloomfield St (Parcel ID # 8-006-319) and 914 Bloomfield St (Parcel ID # 8-006-320)

OWNER: Redevelopment Commission of the City of New Bern

I am requesting that arrangements be made by Public Works for the properties listed above:

To have all trash, debris, construction materials, equipment, shed, and container removed off of these properties.

Patrick J Ezel

Patrick Ezel
Building Inspector
Minimum Housing Officer
252-639-2943

Please ensure that pictures are taken of the structure before and after the abatement action.

Additional information/comments:

Please call me if you have any questions. Thank You.

RESOLUTION

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

That the Chairperson is hereby authorized to execute a contract, a copy of which is attached hereto and incorporated by reference herein, on behalf of the Redevelopment Commission of the City of New Bern with Wilco Landworks for the demolition of the structure on the real property located at 908 Bloomfield Street, more particularly described as Craven County Parcel Identification Number 8-006-318.

ADOPTED THIS 9^{TH} DAY OF NOVEMBER, 2022.

THARESA LEE, Chairperson

KIP PEREGOY, Vice Chair

Unpaid invoice 1067 from UF Strategies LLC

Print

Download PDF

INVOICE

Amount Due (USD) \$905.00

BILL TO

City of New Bern Catrecia Bowman

bowman.catrecia@newbernnc.gov

Invoice Number: 1067

Invoice Date: December 2, 2022

Payment Due: December 17, 2022

Services	Rate	Amount
Consultant	\$750.00	\$750.00
Facilitate Strategic Planning Session		
Reimbursement	\$155.00	\$155.00
Travel Mileage		

Total:

\$905.00

Amount Due (USD):

\$905.00

UF Strategies LLC 7108 Montibillo Parkway DURHAM, NC 27713 **United States**





AGENDA

New Bern Redevelopment Commission Strategic Priorities Check In

November 30, 2022

4:00 - 7:00PM

Facilitator

Tara Kenchen, UF Strategies

Attendees:

New Bern Redevelopment Commission Members

Catrecia Bowden, Executive Director

Meeting Purpose:

Intentional time for the Redevelopment Commission to review

and update strategic priorities

4:00 - 4:30 PM

Welcome

Introductions - Chairperson Tharesa Lee

Opening Thought/Question

Group Agreements

Meeting Purpose & Objectives

Agenda Review

4:30 - 4:50 PM

Work Together for Purpose. Know Each Other.

Personal Values

4:50 - 5:15 PM

Let's Celebrate Wins

5:15 - 5:50 PM

Priorities: What We Said, What We Did, What Needs to Be Done

5:50 - 6:00 PM

Coffee Break

6:00 - 6:30 PM

What Should We Do Now?

Stop. Pause. Go. Prioritize.

6:30 - 6:45 PM

Who Does What?

6:45 - 7:00 PM

Next Steps/Close