

***Commission Members***

Sharon C. Bryant  
Jimmy Dillahunt  
Sarah Proctor  
Leander Morgan  
Steve Strickland  
Julius Parham  
Tabari Wallace



***Chair***  
Beth Walker  
***Co-Chair***  
Kip Peregoy  
***Executive Director***  
Zeb Hough  
***Ex-Officio Members***  
Rick Prill  
Barbara Best  
Hazel Royal

**The Redevelopment Commission  
March 13, 2024, 6 P.M.  
City Hall, Court Room  
300 Pollock Street**

1. Call to order and Welcome.
2. Roll Call.
3. Consider Approving the Agenda.
4. Consider Approving Minutes
5. Mission Statement and Guiding Principles
6. Public Comment
7. New Business:
8. Consider accepting Health and Wellness Agreement
9. Staff Report:
10. Closed Session
11. Adjourn.

# AGENDA ITEM COVER SHEET



## Agenda Item Title: Consider Adopting Agenda

<b>Date of Meeting:</b> <u>3/13/2024</u>	<b>Presenter:</b> Chair
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b>

<b>Explanation of Item:</b>	The Agenda was prepared by staff, and includes any and all agenda items submitted for review.
<b>Actions Needed by Board:</b>	If there are no additions or amendments, the commission can consider accepting the agenda and continuing with the business therein.
<b>Backup Attached:</b>	N/A
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Additional Notes:**

# AGENDA ITEM COVER SHEET

## Agenda Item Title: Consider Adopting Minutes

<b>Date of Meeting:</b> <u>3/13/2024</u>	<b>Presenter:</b> Chair
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b>

<b>Explanation of Item:</b>	The Minutes of the February Redevelopment Commission meeting were prepared by staff in accordance with the Rules of Procedures. They are here presented for the Commission's approval.
<b>Actions Needed by Board:</b>	If there are no additions or amendments, the commission can consider approving the Minutes.
<b>Backup Attached:</b>	N/A
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Additional Notes:**

*Commission Members*

Sharon C. Bryant  
Jimmy Dillahunt  
Sarah Proctor  
Leander Morgan  
Steve Strickland  
Julius Parham  
Tabari Wallace



*Chair*  
Beth Walker  
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Zeb Hough  
*Ex-Officio Members*  
Rick Prill  
Barbara Best  
Hazel Royal

**City of New Bern  
Redevelopment Commission Meeting  
300 Pollock Street- City Hall  
February 15, 2024  
Minutes**

**Members Present:** Beth Walker, Kip Peregoy, Steve Strickland, Julius Parham, Jimmy Dillahunt Sr, Sarah Proctor, Tabari Wallace

**Ex-Officio Members Present:**

None

**Members Excused (E)/Absent (A):**

Sharon Bryant (E)

Leander Morgan (E)

**Staff Present:**

Zeb Hough, Executive Director

Jaimee Bullock, Assistant City Attorney

Marvin Williams, Assistant City Manager

**1. Call to order and Welcome.**

The Redevelopment Commission of New Bern, North Carolina, met for its monthly business meeting on February 15, 2024. The meeting commenced and was promptly called to order by the chair at 6:00 p.m. in the conference room of Development Services. Staff called the roll, and a quorum was established.

**2. The agenda was reviewed, and the call for a motion was made. Julius Parham made the motion to approve the agenda as given; Sarah Proctor seconded the motion. The agenda was approved unanimously by voice vote.**

**3. Item three was a call to approve the minutes for the meeting held on January 10<sup>th</sup> and the strategic planning meeting held on January 27, 2024. The motion was made to approve all the minutes as presented by Kip Peregoy. The motion was seconded by Tabari Wallace and a voice vote was called. The motion carried unanimously.**

**4. Julius Parham recited the Mission Statement.**

**5. Public Comments:**

No Public Comments

**6. Consider accepting a request to Purchase 808 and 810 Bern Street (PID 8-007-328 and 8-007-327):**

Jose Sutuj presented a request to purchase two Bern Street parcels, which Jose intends to combine and build a single-family home. Jose and his family own the property directly across the street, and he plans to utilize the property as a home for his son. Provided to the commission was a diagram of the potential home. Mr. Sutuj said that he hoped to begin home construction early in the new year. The housing working group reviewed Mr. Sutuj's request, and Kip Peregoy recommended that the upset bid be initiated for these parcels with the specific restrictions of

- No Junk cars are stored on the property.
- Construction is to commence within one year.
- Low/Moderate income resident occupancy

The Commission reviewed the agreed upon covenants that were included in the bid notice. Discussion was had, and Julius Parham moved to make a motion that the request to purchase both properties be accepted and sent to the governing board. Tabari Wallace seconded this motion. There was no discussion, and a voice vote was called. The motion carried unanimously.

**7. Consider adopting Projects Teams for 2024/2025:**

Kip Peregoy and the staff gave an overview of the potential development of the West A Street parcels. The plan would be to subdivide this parcel into six or seven separate lots to accommodate single-family homes on each. A preliminary budget and lot drawing were shared, and the commission discussed the proposal. Julius Parham moved to accept the proposal and move forward with forming a project team. The motion was seconded by Jimmy Dillahunt. Beth Walker called a voice vote and the project was adopted unanimously. Kip Peregoy, Jimmy Dillahunt, and Beth Walker all shared interest in participating in this project.

Next, Jimmy Dillahunt shared with the commission his desire to explore the parcels on First Avenue to see what could be done to make the tract more attractive to developers. The Commission had a discussion and agreed to give staff direction to help Mr. Dillahunt research these parcels to come up with a plan.

Third, Tabari Wallace shared his desire to for a project team to develop two duplexes on the parcels located at Bloomfield Street. The funding options for this project would range, and the project team would work with staff to coordinate a budget. The duplexes would provide affordable rental units in the heart of the redevelopment area and would be a great way to begin the work of revitalizing the neighborhood. The Commission had a discussion. Sarah Proctor moved to make a motion to approve the proposed development of the Bloomfield site. Jimmy Dillahunt Sr. seconded the motion, and a voice vote was called. It carried unanimously. Tabari Wallace, Steve Strickland, Jimmy Dillahunt, and Beth Walker all shared interest in participating in this project.

**8. Staff Report:**

Staff shared an update on all ongoing projects. Discussion was had on the Walt Bellamy Project. Staff shared that all three Walt Bellamy homes were nearing completion. The appraisals had been done and were shared with the commission.

**9. Closed Session:**

Chair Walker called for a closed session according to G.S 143.318.11 (a) (5). Commissioner Parham made the motion to go into closed session, which was seconded by Commissioner Sarah Proctor and passed unanimously by voice vote. The Commission went into a closed session at 6:57 P.M.

**10. Adjournment:**

After the Closed session was adjourned, the Commission resumed its open meeting. A motion was made to adjourn by Kip Peregoy and seconded by Julius Parham. The meeting was adjourned at 7:20 P.M.

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

\_\_\_\_\_  
Beth Walker, Chair

Attest: \_\_\_\_\_

Zeb Hough, Executive Director

# REDEVELOPMENT COMMISSION OF NEW BERN

## MISSION AND GUIDING PRINCIPLES

"The New Bern Redevelopment Commission: Leading the way for community transformation and improvement by directly addressing community needs in the vital areas of public health, infrastructure, housing and economic development. The Commission is committed to an accountable, transparent and publicly driven process."

1. PAST, PRESENT, FUTURE (EQUAL TIME)
2. RESPECT OTHER'S OPINIONS
3. LISTEN TO BUILD CONSENSUS
4. SHARE ACCURATE INFORMATION, PUBLIC PERCEPTION
5. STAY FOCUSED, BE ACTION-ORIENTED
6. BELIEVE



# AGENDA ITEM COVER SHEET



## Agenda Item Title: Consider approving the Health and Wellness Agreement

<b>Date of Meeting:</b> <u>3/13/2024</u>	<b>Presenter:</b> Zeb Hough
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b>

<b>Explanation of Item:</b>	The Health and Wellness project team present proposal to the City of New Bern for the conveyance 727 3rd Avenue (PID: 8-012 -110) to the commission so that Carolina East can develop and operate a convenience care clinic for no less than five years. This was done per direction given at February's business meeting. The Project team now wishes to present the agreement in its draft form to the commission.
<b>Actions Needed by Board:</b>	The Commission may consider approving the agreement or amending it. In addition, the Commission may consider giving the Health and Wellness project team direction to execute the agreement with the City and Carolina East Health Systems.
<b>Backup Attached:</b>	N/A
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Additional Notes:**



**NORTH CAROLINA**

**CRAVEN COUNTY**

**AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of December, 2023 by and between the REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN, a body politic and corporate duly established and existing pursuant to the laws of the State of North Carolina (“Commission”), and CAROLINAEAST HEALTH SYSTEM, a North Carolina hospital authority (“CarolinaEast”).

**WITNESSETH:**

**ARTICLE 1**

**Definitions**

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

**1.1** “Agreement” – means this Agreement between CarolinaEast and the Commission.

**1.2** “CarolinaEast” – means CarolinaEast Health System, a North Carolina hospital authority.

**1.3** “Commission” – means the Redevelopment Commission of the City of New Bern, a body politic and corporate duly established and existing pursuant to the laws of the State of North Carolina.

**1.4** “Force Majeure” – means any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party’s control without its fault or negligence, including, but not limited to acts of god, government restrictions (including the denial or cancellation of any license or permit), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

1.5 “Health care facility”—means any one or more buildings, structures, additions, extensions, improvements or other facilities which furnish health care and/or wellness services.

1.6 “Effective Date” – means the \_\_\_ day of \_\_\_\_\_, 202\_.

1.7 “Party” or “Parties” – means either CarolinaEast or Commission, or both, as the context may require.

1.8 “Property” – means the real property owned by Commission located in the City of New Bern, Craven County, North Carolina, more specifically described on Exhibit A attached hereto and incorporated herein by reference.

1.9 “Redevelopment Area”— means the Greater Five Points redevelopment overlay district established by Section 15-487 of the Code of Ordinances of the City of New Bern. The boundaries of which are shown on the official zoning maps, contained in the “Redevelopment Commission of New Bern Redevelopment plan” as approved by the board of aldermen, a copy of which is on file in the office of the director of development services of the City.

## ARTICLE 2

### Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

2.1 Commission owns a tract or parcel of land located in the City of New Bern, North Carolina, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the “Property”). The property is suitable for the development of a health care facility.

2.2 Commission desires to convey the Property to CarolinaEast for the public purpose of constructing and operating a health care facility.

2.3 CarolinaEast desires to develop a health care facility on the Property.

2.4 CarolinaEast expects to begin construction of the health care facility within six (6) months of the date of this Agreement, and to complete construction within twelve (12) months thereafter.

2.5 Once completed, CarolinaEast will operate the health care facility for no less than five (5) years.

2.6 Commission and CarolinaEast have reached an agreement with respect to the conveyance of the Property, and the construction of a health care facility and wish to reduce said agreement to writing.

**NOW, THEREFORE**, in consideration of the terms, conditions, and covenants expressed herein, the Commission and CarolinaEast agree as follows:

## ARTICLE 3

### Purpose of Agreement

The purpose of this Agreement is:

**3.1** To enhance the environment and the health, safety and welfare of citizens residing within the Redevelopment Area, by redeveloping a vacant parcel of land for the public purpose of providing access to quality healthcare and wellness services in accordance with The Urban Redevelopment Law, N.C.G.S. Chapter 160A, Article 22, enacted by the General Assembly.

**3.2** To encourage community health and wellness by increasing the number of healthcare and wellness options within the Redevelopment Area.

**3.3** To implement policy recommendations identified in the Redevelopment Plan of the Redevelopment Commission of the City of New Bern, the Choice Neighborhoods Initiative Greater Five Points Transformation Plan, and the New Bern Gateway Renaissance Plan.

**3.4** To evidence the agreement of the Parties as more specifically set forth in this Agreement.

#### **ARTICLE 4**

##### **Responsibilities of the Commission**

The Commission hereby agrees as follows:

**4.1** To convey the Property to CarolinaEast by special warranty deed, a copy of which is attached hereto as Exhibit B, and upon approval of the conveyance by the Board of Aldermen of the City of New Bern.

**4.2** To transfer \$313,018.88 to CarolinaEast provided such funds be used solely for the construction of the health care facility, subject to approval by the Board of Aldermen of the City of New Bern.

**4.3** To do all things reasonably necessary, convenient, or desirable to carry out the purposes of this Agreement.

#### **ARTICLE 5**

##### **Responsibilities of CarolinaEast**

CarolinaEast hereby agrees as follows:

**5.1** To construct, or cause to be constructed, a health care facility.

**5.2** To commence construction of the health care facility within six (6) months of the date of this Agreement.

**5.3** To apply the funds transferred from the Commission to CarolinaEast solely to the construction costs of the health care facility.

**5.4** To operate the health care facility upon the Property for no less than five (5) years from the date of its completion.

**5.5** To do all things reasonably necessary, convenient, or desirable to carry out the purposes of this Agreement.

#### **ARTICLE 6**

##### **Miscellaneous**

**6.1 Entire Agreement; Modification:** This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both Parties.

**6.2 Severability:** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

**6.3 Non-Waiver:** No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**6.4 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

**6.5 Assignment:** Except as may otherwise be expressly provided herein, no Party may assign any right, obligation, or liability arising hereunder without the other Party's prior written consent. Any such assignment or attempted assignment shall be null and void.

**6.6 Covenant of Further Assurances:** Commission and CarolinaEast agree that from and after the Effective Date, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

**6.7 Time of Essence:** Time is of the essence of this Agreement.

**6.8 Force Majeure:** A Party shall not be deemed to have defaulted or failed to perform hereunder if that Party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including (without limitation) acts of Government, embargoes, fire, flood, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions, or the inability to procure necessary raw material, supplies or equipment.

**6.9 Remedies:** This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance.

**6.10 Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

**6.11 Multiple Originals:** This Agreement shall be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**6.12 Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

**6.13 Consideration:** The consideration for the execution of this Agreement is the agreement among the Parties affixing their signatures hereto to agree to the matters and things set forth herein.

*[SIGNATURES ON FOLLOWING PAGES.]*

**IN WITNESS HEREOF**, the Parties hereto have executed this Agreement in such form as to be binding.

**REDEVELOPMENT COMMISSION OF THE  
CITY OF NEW BERN**

Date of signature: \_\_\_\_\_

BY: \_\_\_\_\_  
Beth Walker, Chairman

ATTEST:

\_\_\_\_\_  
Kip Peregoy, Vice Chairman

**CAROLINA EAST HEALTH SYSEMS**

Date of signature: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

NORTH CAROLINA  
CRAVEN COUNTY

I, \_\_\_\_\_, a Notary Public for the state and county aforesaid, do hereby certify that on \_\_\_\_ day of December 2023, before me personally appeared Beth Walker, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Chairman of the Redevelopment Commission of the City of New Bern and that Kip Peregoy is the Vice Chairman of the Redevelopment Commission of the City of New Bern, a North Carolina body corporate and politic and that by the authority duly given and as the act of said public body, the foregoing instrument was signed in its name by its Chairman for the purposes therein expressed, and attested by Kip Peregoy as its Vice Chairman.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

NORTH CAROLINA  
CRAVEN COUNTY

This is to certify that on the \_\_\_\_ day of December, 2023, before me personally appeared \_\_\_\_\_ with whom I am personally acquainted, who, being by me duly sworn, says:

WITNESS my hand and notarial seal, this \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

EXHIBIT A

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

Beginning at an iron rod set in the northwest corner of the intersection of Third Avenue and Elm Street; thence North  $84^{\circ}39'29''$  West 78.64 feet along and with the northern right-of-way line of Elm Street to an iron rod set; thence North  $05^{\circ}38'00''$  East 247 feet to a point; thence in an easterly direction parallel with the northern right-of-way line of Elm Street to point in the western right-of-way line of Third Avenue; thence along and with the western right-of-way line of Third Avenue South to the point and place of beginning. This being a portion of Tract 2 as described in the survey entitled, "Recombination Plat of the Proposed Stanley White Recreation Center" prepared by Avolis Engineering, P.A., dated June 27, 2022, of record in Map Book J at Page 19B in the Craven County Registry, reference to which is hereby made for a more perfect description.



# AGENDA ITEM COVER SHEET

## Agenda Item Title: Staff Report

<b>Date of Meeting:</b> <u>3/13/2024</u>	<b>Presenter:</b> Zeb Hough
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b>

<b>Explanation of Item:</b>	<ol style="list-style-type: none"><li>1. March 14, the staff is preparing for New Bern 101 Presentation.</li><li>2. March 18, Merrill Flood from ECU will be visiting the RDC in New Bern. The staff request commissioners who are able to join the tour.</li><li>3. Walt Bellamy is nearing Completion, Next Steps</li></ol>
<b>Actions Needed by Board:</b>	<ol style="list-style-type: none"><li>1. Take note and discuss.</li><li>2. Take note and discuss.</li><li>3. Discuss the options for disposition of the three homes. <i>(No decisions are needed; however direction may be advantageous)</i></li></ol>
<b>Backup Attached:</b>	N/A
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Additional Notes:**