

**CITY OF NEW BERN  
BOARD OF ALDERMEN MEETING  
MARCH 12, 2024 – 6:00 P.M.  
CITY HALL COURTROOM  
300 POLLOCK STREET**

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

Consent Agenda

5. Consider Adopting a Resolution Calling for a Public Hearing to Apply Initial Zoning to 684 W. Thurman Road.
6. Consider Adopting a Resolution Calling for a Public Hearing on the Substantial Amendments to the FY2019 and FY2022 Annual Action Plans of the Community Development Block Grant Program.
7. Consider Adopting a Resolution to Initiate the Upset Bid Process for 927 Sampson Street.
8. Approve Minutes.

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9. Presentation by Redevelopment Commission on a Proposed Health and Wellness Center.
10. Consider Adopting a Resolution Authorizing the Submission of a Grant Application to the US Police Canine Association.
11. Consider Adopting a Resolution Approving the Sale of 1013 Bloomfield Street.
12. Consider Adopting a Resolution Approving the Sale of 1017 Bloomfield Street.
13. Consider Adopting a Resolution Approving the Sale of 1302 Williams Street.
14. Consider Adopting a Resolution Approving the Sale of 1407 Garden Street.
15. Consider Adopting a Resolution Approving the Sale of 1411 Garden Street.
16. Consider Adopting a Resolution Approving the Sale of 1904 Washington Street.

17. Consider Adopting a Resolution Approving a License Agreement with The New Bern Area Improvements Association, Inc. Extending the Use of 800 Cedar Street.
18. Consider Adopting a Resolution to Accept ARPA Funds from the State Fiscal Recovery Fund for Water/Wastewater Infrastructure.
19. Consider Adopting an Ordinance Amending the Drainage Improvements Project Fund.
20. Appointment(s).
21. Attorney's Report.
22. City Manager's Report.
23. New Business.
24. Closed Session.
25. Adjourn.

Aldermen

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



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

Jeffrey T. Odham

Mayor

Foster Hughes

City Manager

Brenda E. Blanco

City Clerk

Kimberly A Ostrom

Director of Finance

**Memo to: Mayor and Board of Aldermen**

**From: Foster Hughes, City Manager**

**Date: March 07, 2024**

**Re: March 12, 2024 Agenda Explanations**

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

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

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

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

## Consent Agenda

5. **Consider Adopting a Resolution Calling for a Public Hearing to Apply Initial Zoning to 684 W. Thurman Road.**

(Ward 3) The Board adopted an ordinance on January 09, 2024 to annex 684 W. Thurman Road. Initial zoning needs to be established for the 6.10-acre tract. The owner submitted an application seeking C-3 Commercial zoning, which was endorsed by the Planning and Zoning Board by a vote of 6-1 at its February 15, 2024 meeting. It is requested that a public hearing be held on March 26, 2024 to receive comments and consider an ordinance establishing the zoning. A memo from Robert Gough, Assistant Director of Development Services, is attached.

6. **Consider Adopting a Resolution Calling for a Public Hearing on the Substantial Amendments to the FY2019 and FY2022 Annual Action Plans of the Community Development Block Grant Program.**

A public hearing is needed to consider proposed amendments to the CDBG FY2019 and FY2022 Annual Action Plans. While funding will remain the same, it is suggested the FY19 bus shelter project be reduced by \$42,448.62 and the FY22 bus shelter project be reduced by \$4,189.25. The total of the reductions would be dedicated for the construction of a neighborhood outdoor half basketball court in the Sunnyside area. A public hearing is sought for March 26, 2024 to consider the amendments. A memo from D'Aja Fulmore, Community Development Coordinator, is attached.

7. **Consider Adopting a Resolution to Initiate the Upset Bid Process for 927 Sampson Street.**

(Ward 5) Precious Johnson has submitted a bid of \$3,000 for the purchase of 927 Sampson Street. The property is a vacant 0.116-acre residential tract that was acquired by the City and Craven County in 2018 through tax foreclosure. The offer to purchase, pictures of the property, and the tax card are attached along with a memo from Brenda Blanco, City Clerk.

8. **Approve Minutes.**

Draft minutes from the February 27, 2024 meeting are provided for review and approval.

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9. **Presentation by Redevelopment Commission on a Proposed Health and Wellness Center.**

(Ward 2) Several years ago, a need was identified for health and wellness resources within the area now known as the redevelopment boundary. The Redevelopment Commission has worked with community partners to plan a



sustainable healthcare resource that would benefit residents in the redevelopment area, which included many conversations with CarolinaEast Health Systems ("CEHS"). The Commission has identified a city-owned parcel at 727 Third Avenue that would be ideal for a healthcare facility. The parcel is in the target area and is between the former and new sites of Stanley White Recreation Center. Zeb Hough, Executive Director of the Redevelopment Commission, will share a presentation about the proposed project and request that this parcel be transferred to the Commission. The Commission will subsequently convey the property to CEHS with restrictive covenants that require CEHS to construct and operate a clinic for no less than five years. The Commission will also request Board approval to transfer to CEHS the balance of funds previously allocated to the Commission for the construction of a health and wellness center. CEHS will use that balance of \$313,018.88 toward the construction and operation of the clinic.

**10. Consider Adopting a Resolution Authorizing the Submission of a Grant Application to the US Police Canine Association.**

The new Bern Police Department is seeking approval to submit a grant application to the US Police Canine Association for funding to replace a K9. If awarded, the grant will reduce the replacement cost of the canine by \$7,500. The \$10,000 grant is comprised of a \$7,500 award and \$2,500 in matching funds. A memo from Police Chief Patrick Gallagher is attached.

**11. Consider Adopting a Resolution Approving the Sale of 1013 Bloomfield Street.**

(Ward 5) After receiving a bid of \$3,000 from Lay Team and Remodelers, LLC for the purchase of 1013 Bloomfield Street, the bid was advertised but no upset bids were received. The property is a vacant 0.116-acre residential lot that was acquired by the City and Craven County in 2009 through tax foreclosure. If the property is sold for this bid, the City will receive \$1,144.71 and the County \$1,855.29 from the proceeds. A copy of the offer, tax card, map, pictures of the property, and breakdown of proceeds are attached along with a memo from Ms. Blanco.

**12. Consider Adopting a Resolution Approving the Sale of 1017 Bloomfield Street.**

(Ward 5) Lay Team and Remodelers, LLC also tendered an offer of \$3,000 for the purchase of 1017 Bloomfield Street. The offer was advertised, but no upset bids were received. The property is a vacant 0.143-acre residential lot that was acquired by the City and Craven County in 2018 through tax foreclosure. If the property is sold for this bid, the City will receive \$1,035.28 and the County \$1,964.72 from the proceeds. A copy of the offer, tax card, map, pictures of the property, and breakdown of proceeds are attached along with a memo from Ms. Blanco.

**13. Consider Adopting a Resolution Approving the Sale of 1302 Williams Street.**

(Ward 5) PR Property Group, LLC tendered an offer of \$3,000 for the purchase of 1302 Williams Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.119-acre residential lot that was acquired by the City and Craven County in 2006 through tax foreclosure. If the property is sold for this bid, the City will receive \$1,192.04 and the County \$1,807.96 from the proceeds. A copy of the offer, tax card, map, pictures of the property, and breakdown of proceeds are attached along with a memo from Ms. Blanco.

**14. Consider Adopting a Resolution Approving the Sale of 1407 Garden Street.**

(Ward 5) PR Property Group, LLC tendered an offer of \$2,700 for the purchase of 1407 Garden Street, which was advertised without upset. The property is a vacant 0.085-acre residential lot that was acquired by the City and Craven County in 2015 through tax foreclosure. If the property is sold for this bid, the City will receive \$706.92 and the County \$1,993.08 from the proceeds. A copy of the offer, tax card, map, pictures of the property, and breakdown of proceeds are attached along with a memo from Ms. Blanco.

**15. Consider Adopting a Resolution Approving the Sale of 1411 Garden Street.**

(Ward 5) PR Property Group, LLC also tendered an offer of \$3,000 for the purchase of 1411 Garden Street. This bid was advertised, but no upset bids were received. The property is a vacant 0.093-acre residential lot that was acquired by the City and Craven County in 2015 through tax foreclosure. If the property is sold for \$3,000, the City will receive \$1,275.26 and the County \$1,724.74 from the proceeds. A copy of the offer, tax card, map, pictures of the property, and breakdown of proceeds are attached along with a memo from Ms. Blanco.

**16. Consider Adopting a Resolution Approving the Sale of 1904 Washington Street.**

(Ward 5) PR Property Group, LLC submitted a bid of \$10,000 for the purchase of 1904 Washington Street, which was advertised without upset. The property is a vacant 0.374-acre residential parcel with a tax value of \$20,000. It was acquired jointly by the City and Craven County in March of 2015 through tax foreclosure. If the property is sold for this bid, the City will receive \$4,187.00 and the County \$5,813.00 from the proceeds. A copy of the offer, tax card, map, pictures of the property, and breakdown of proceeds are attached along with a memo from Ms. Blanco.

**17. Consider Adopting a Resolution Approving a License Agreement with The New Bern Area Improvements Association, Inc. Extending the Use of 800 Cedar Street.**

(Ward 1) On July 23, 2019, the Board approved a 3-year license agreement with The New Bern Area Improvements Association for use of the Omega Center at 800

Cedar Street. The site has been used to offer recreational programs in the absence of the Stanley White Recreation Center ("SWRC"). In 2022 at the end of the original agreement, a new agreement was executed for a term of 18 months. The term of the second agreement ended on February 28, 2024, and staff desires to continue utilizing the facility until the new SWRC is completed at the end of this year. For that reason, a new license agreement is proposed for a term of 11 months at a rate of \$25,971. The City will also reimburse 57.14% of the monthly utilities, mow the lawn, and maintain the landscape. This 11-month term will expire on January 31, 2025. A memo from Kari Warren, Director of Parks and Recreation, is attached.

**18. Consider Adopting a Resolution to Accept ARPA Funds from the State Fiscal Recovery Fund for Water/Wastewater Infrastructure.**

In September 2022, the City applied for funding of \$4,149,360 from the American Rescue Plan Act ("ARPA") Local Assistance for Stormwater Infrastructure Investments Stormwater Construction Grant. A letter of intent to fund the request was issued by the State of NC Department of Environmental Quality on March 23, 2023, followed by a funding offer dated February 20, 2024. The Board must adopt a resolution to accept the grant funds. A memo from Kim Ostrom, Director of Finance, is attached.

**19. Consider Adopting an Ordinance Amending the Drainage Improvements Project Fund.**

This ordinance amends the Drainage Improvements Project Fund to acknowledge the grant funds referenced in the previous item. A memo from Mrs. Ostrom is attached.

**20. Appointment(s).**

**21. Attorney's Report.**

**22. City Manager's Report.**

**23. New Business.**

**24. Closed Session.**

**25. Adjourn.**

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Apply Initial Zoning to 684 W Thurman Road, New Bern, NC 28562.

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> Ward 3
<b>Department:</b> Development Services	<b>Person Submitting Item:</b> Robert Gough, Assistant Director of Development Services
<b>Call for Public Hearing:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Public Hearing:</b> 3/26/2024

<b>Explanation of Item:</b>	Real Dogstors, LLC filed a petition requesting annexation of a vacant parcel totaling 6.10+/- acres located at 684 W. Thurman Road to the City of New Bern. The subject property will require initial zoning to be applied. The Planning and Zoning Board recommended approval (6-1) on February 15, 2024, for the application of C-3 zoning.
<b>Actions Needed by Board:</b>	Adopt Resolution
<b>Backup Attached:</b>	Memo, Resolution, Map

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

**Additional Notes:**



## MEMORANDUM

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

**FROM:** Robert Gough, Assistant Director of Development Services

**DATE:** March 1, 2024

**SUBJECT:** Consider Adopting a Resolution Calling for a Public Hearing to Apply Zoning to 684 W. Thurman Road.

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The Board of Aldermen is requested to call for a public hearing and to consider adopting a resolution applying zoning of Commercial 3 (C-3) to 684 W. Thurman Road, which is currently not zoned. This parcel was approved for annexation on January 9, 2024, by the Board of Aldermen.

The application of Commercial 3 (C-3) zoning district as proposed was recommended for approval (6-1) by the Planning & Zoning Board at its meeting on February 15, 2024.

Parcel Information:  
Address: 684 W. Thurman Road, New Bern, NC 28562  
Parcel ID: 7-109-017

Please contact Robert Gough at 252-639-7585, should you have questions or need additional information.



## **RESOLUTION**

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to assign an initial zoning classification of C-3 Commercial District to 6.1 +/- acres located at 684 West Thurman Road. The property is further identified as Craven County Parcel Identification Number 7-109-017.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m. on Tuesday, March 26, 2024 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to assign an initial zoning classification of C-3 Commercial District to 6.1 +/- acres located at 684 West Thurman Road. The property is further identified as Craven County Parcel Identification Number 7-109-017.

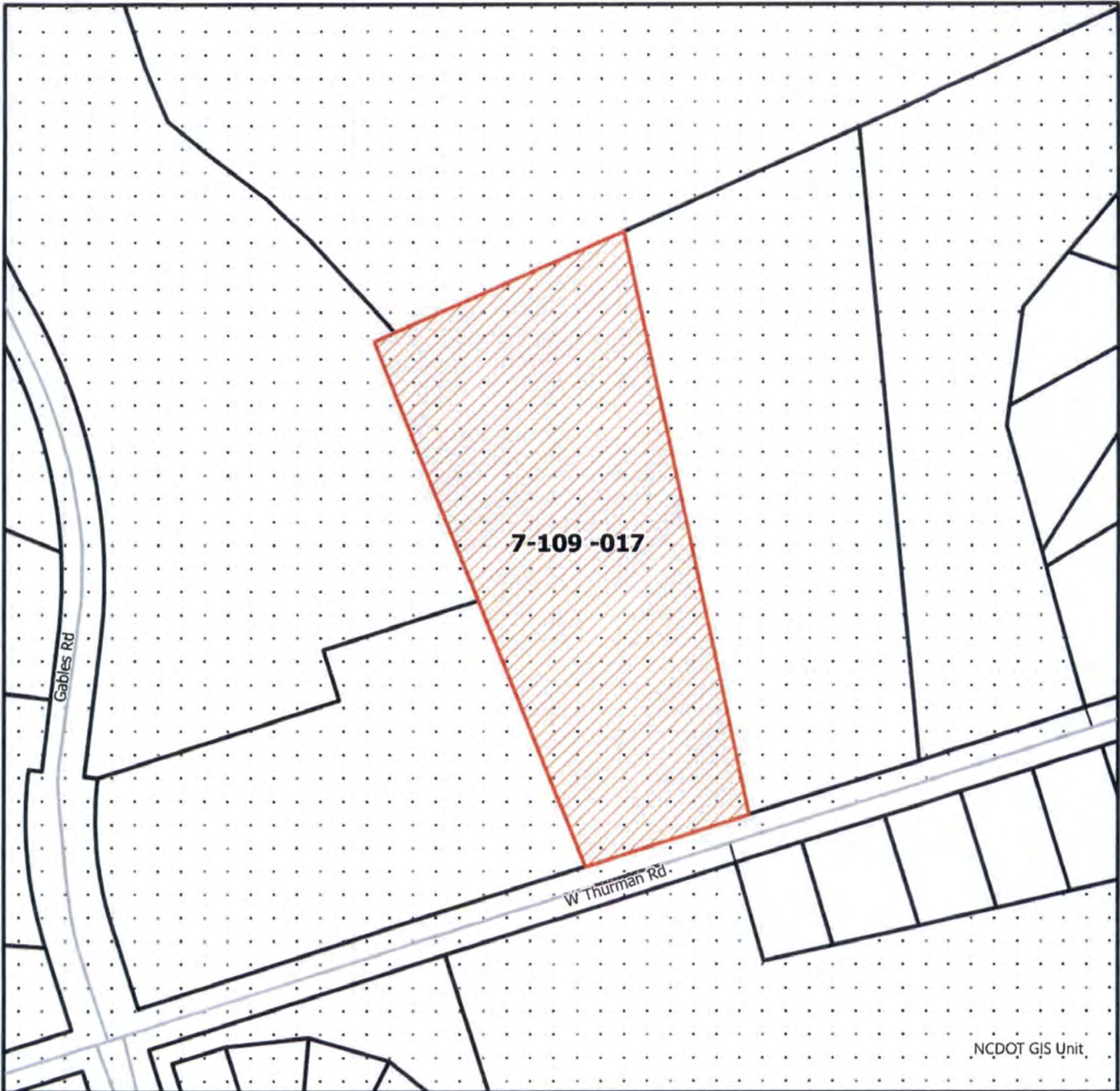
ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



NCDOT GIS Unit

- Roads
- ▭ Parcels
- ▭ City Limits
- ▨ Parcel 7-109-017
- ▨ ETJ

**Project Number:** annexation request  
**Project Name:** 684 W Thurman Rd  
**Address:** 684 W Thurman Rd  
**Parcel ID(s):** 7-109-017  
**Acreage:** 6.1



**NEW BERN**

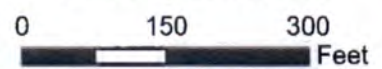
CITY OF NEW BERN

Development Services

Imagery Flown: Early 2021. Print Date: 2/27/2024  
This map is intended for reference only. All dimensions are approximate.  
As per NCGS 132-10, this map is not to be resold or otherwise used for commercial purposes.



1 inch equals 200 feet



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution Calling for a Public Hearing on the proposed Substantial Amendments to FY 2019 & 2022 Annual Action Plans of the Community Development Block Grant (CDBG) Program

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> N/A
<b>Department:</b> Development Services	<b>Person Submitting Item:</b> D'Aja Fulmore, Community Development Coordinator
<b>Call for Public Hearing:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Public Hearing:</b> 3/26/2024

<b>Explanation of Item:</b>	The City of New Bern previously adopted its FY 2019 and 2022 Annual Action Plans and Budgets for the use of CDBG funds. In accordance with CDBG program regulations, the City is allowed to make substantial amendments to its Annual Action Plans and Budgets in accordance with the City's Citizen Participation Plan. The City has determined that it is necessary to amend the CDBG program year budgets for the previously approved Annual Action Plans. The funds will remain the same, but a new project scope will be added.
<b>Actions Needed by Board:</b>	Adopt Resolution
<b>Backup Attached:</b>	Memo, Resolution
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**





## MEMORANDUM

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

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

**DATE:** March 12, 2024

**SUBJECT:** Consider Adopting a Resolution Calling for a Public Hearing on the Substantial Amendments to FY 2019 & 2022 Annual Action Plans of the Community Development Block Grant (CDBG) Program

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### Background Information:

The purpose of this agenda item is to call for a public hearing to present substantial amendments to the City of New Bern's FY 2019 and 2022 Annual Action Plans for the use of Community Development Block Grant (CDBG) funds.

The City of New Bern previously adopted its FY 2019 and 2022 Annual Action Plans and Budgets for the use of CDBG funds. In accordance with CDBG program regulations, the City is allowed to make substantial amendments to its Annual Action Plans and Budgets in accordance with the City's Citizen Participation Plan.

The City has determined that it is necessary to amend the CDBG program year budgets for the previously approved Annual Action Plans. The funds will remain the same but a new scope of work will be added.

Substantial amendments will be submitted in the Integrated Disbursement and Information System (IDIS). The IDIS system is used for City staff to submit all CDBG plans for HUD review.

The substantial amendments to the CDBG Annual Action Plans are proposed as follows:

### FY 2019 Program Year

- **IDIS # 28 – Bus Shelter Installment Project:** Reduce the project/activity budget by \$42,448.62 for a new project/activity budget line-item amount of \$145,394.38.
- **NEW ACTIVITY PROPOSED: Sunnyside Area 1/2 Court Installation:** Create a new multi-year project/activity and allocate \$42,448.62 in 2019 CDBG funds. CDBG funds will be used to pay for the construction of an outdoor, half basketball court for neighborhood use. The proposed site is City owned and is in an existing neighborhood park.

*In IDIS, remaining funds for the bus shelter installment project will now be used to create a new activity under the 2019 program year. The new activity will include funding for the Sunnyside Area 1/2 Basketball Court. This court will be specifically installed at Pierce Park. It is listed in the Annual Action Plan as the Sunnyside Area Basketball Court to provide a generalized neighborhood area.*

### FY 2022 Program Year

- **IDIS # 42 - Bus Shelter Project Completion:** Reduce the project/activity budget by \$4,189.25 for a new project/activity budget line-item amount of \$10,810.75.
- **NEW ACTIVITY PROPOSED: Sunnyside Area 1/2 Basketball Court Installation:** Create a new multi-year project/activity and allocate \$4,189.25 in 2022 CDBG funds. CDBG funds will be used to pay for the construction of an outdoor, half basketball court for neighborhood use. The proposed site is City owned and is in an existing neighborhood park.

*In IDIS, remaining funds for the bus shelter installment project will now be used to create a new activity under the 2022 program year. The new activity will include funding for the Sunnyside Area Basketball Court. This court will be specifically installed at Pierce Park. It is listed in the Annual Action Plan as the Sunnyside Area Basketball Court to provide a generalized neighborhood area.*

#### Recommendation:

Consider Adopting a Resolution Calling for a Public Hearing on the Substantial Amendment to FY 2019 & 2022 Annual Action Plans of the Community Development Block Grant (CDBG) Program

If you have any questions or need additional information, please contact D'Aja Fulmore at 252-639-7586.



## **RESOLUTION**

WHEREAS the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on the Substantial Amendment to FY 2019 & 2022 Annual Action Plans of the Community Development Block Grant (CDBG) Program.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, March 26, 2024 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on the Substantial Amendment to FY 2019 & 2022 Annual Action Plans of the Community Development Block Grant (CDBG) Program.

ADOPTED THIS THE 12<sup>TH</sup> DAY OF MARCH 2024.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK

## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to Initiate the Upset Bid Process for 927 Sampson Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Precious Johnson submitted a bid of \$3,000 for the purchase of 927 Sampson Street. The property is a vacant 0.116-acre residential tract. It was acquired by the City and County in May 2018 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting a resolution to initiate the upset bid process
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, tax property card, pictures and map of the property
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

Aldermen

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk  
Kimberly A. Ostrom  
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: March 01, 2024

SUBJECT: Offer to Purchase 927 Sampson Street

Precious Johnson has submitted a bid of \$3,000 for the purchase of 927 Sampson Street. The property is a vacant 0.116-acre residential tract with a tax value of \$6,000. It was jointly acquired by the City and County in May 2018 through tax foreclosure. Attached are current pictures of the property, the tax card, offer to purchase, and a map of the lot.

/beb

## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 927 Sampson Street, Craven County parcel identification number 8-006-324 and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$3,000.00 submitted by Precious Johnson; and

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

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

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

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

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

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

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

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or

certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

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

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

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

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Precious Taunkerri Johnson.

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



**NORTH CAROLINA**

**OFFER TO PURCHASE AND CONTRACT**

**CRAVEN COUNTY**

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

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

Street Address: 927 Sampson Street

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

Tax Parcel ID No.: 8-006-324

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3535, Page 1906 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 3,000.00 and shall be paid as follows:

(a) \$ 160.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,840.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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 PTJ \_\_\_\_\_ 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: Precious Johnson  
Date: 02/26/2024  
Address: 3147 Brunswick Ave, Apt 3147  
New Bern, NC 28562  
Phone: 252-474-8252

SELLER

CRAVEN COUNTY

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

(If a business entity)

CITY OF NEW BERN

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

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

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

# Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 2/26/2024 at 11:20:45 AM  
**PARCEL ID : 8-006 -324**

There is 1 Personal Property Mobile Home on this parcel.

<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY		
<b>Mailing Address :</b>	406 CRAVEN ST NEW BERN, NC 28560		
<b>Address of Property :</b>	927 SAMPSON ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	PAVIETOWN		
<b>Assessed Acreage :</b>	0.116		
<b>Deed Book Page :</b>	3535 1906	<b>Deed Recording Date :</b>	5 16 2018
<b>Land Value :</b>	\$6,000	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$6,000	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	RESIDENTIAL - PERSONAL PROPERTY MANUFACTURED HOME

## Recent Sales Information

<b>Sale Date Deed</b>	<b>Seller Name</b>	<b>Buyer Name</b>	<b>Type of Sale</b>	<b>Sale Price</b>
5/16/2018 3535-1906	HARGETT, STEVEN	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,500
9/12/2003 2093-0313	HILL, KATHELEEN B	HARGETT, STEVEN	STRAIGHT TRANSFER	\$0
5/5/1987 1154-0154	HILL, JAMES W & KATHLEEN B	HILL, KATHELEEN B	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



1 inch = 82 feet





927 Sampson Street





927 Sampson Street



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Presentation by Redevelopment Commission: Health and Wellness Center Proposal

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> Ward 2
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b> Zeb Hough
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	The Redevelopment Commission of New Bern is proposing that the City of New Bern convey 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.
<b>Actions Needed by Board:</b>	This presentation is meant to inform the governing of the proposed agreement, and to bring the conversation on this development to the public for engagement and feedback. The Commission plans to make a formal request in the coming weeks.
<b>Backup Attached:</b>	Memo Attached
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Cost of Agenda Item:</b> \$313,018.88 (Funds Allocated for the Health and Wellness Clinic)
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Additional Notes:** None



**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

*Commission Members*

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

*Chair*

Beth Walker

*Co-Chair*

Kip Perego

*Executive Director*

Zeb Hough

*Ex-Officio Members*

Rick Prill

Hazel Royal

Barbara Best

**MEMORANDUM**

**To:** Mayor and Board of Aldermen

**From:** Zeb Hough, Executive Director

**Date:** March 12, 2024

**Subject:** Presentation of a Health and Wellness Clinic

**Background Information:**

In 2014, the City of New Bern's Gateway Renaissance Plan documented barriers to accessing health and wellness resources experienced by residents of what we now call the New Bern redevelopment zone. The 2016 Choice Neighborhoods Initiative Greater Five Points Transformation Plan further analyzed and expounded upon the need for health and wellness resources in the redevelopment zone. Additionally, the Redevelopment Commission's Redevelopment Plan, approved by the Board of Aldermen in February 2020, specifically identified a goal of increasing the number of health care and wellness opportunities within the redevelopment area.

Since then, the Redevelopment Commission of the City of New Bern, along with our community partners, has worked diligently to plan a sustainable health care resource that would directly benefit the residents of the redevelopment zone. In 2023, the Redevelopment Commission entered conversations with Carolina East Health System (CEHS) with the simple idea that we could partner together to develop a program that could grow. During those early conversations, the CEHS representatives began to catch the vision of a health and wellness clinic to provide health care resources aimed at residents who struggle with barriers to these essential resources.

As ideas formed for the Commission, it became apparent that a larger parcel of land would be needed to accommodate the breadth of resources and services CEHS could provide. The Commission has identified 727 3<sup>rd</sup> Avenue (PID: 8-012-110) as an ideal location for the new health care facility. This parcel is a city owned property directly between the former site of the Stanley White Recreation Center and the new one. It is also located directly in front of the Indigo Ridge Apartments, an apartment community for those over 55.

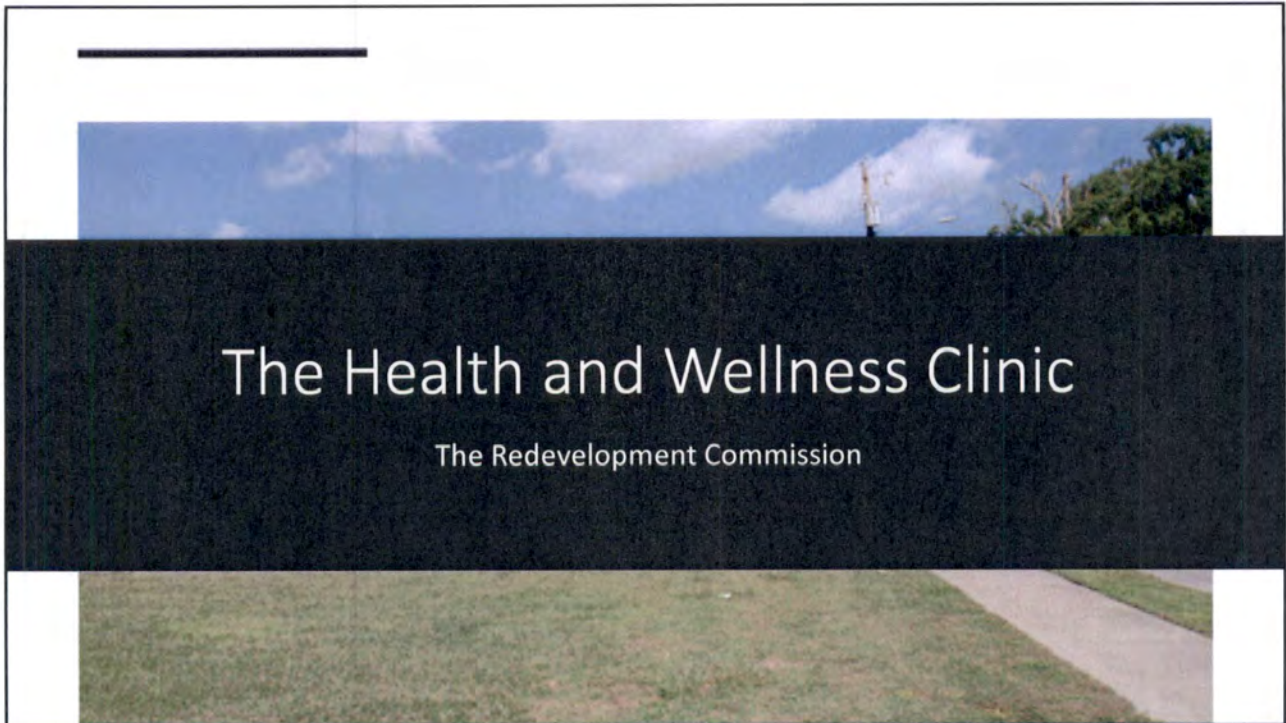


**Recommendation:**

This presentation is meant to inform the governing body of the proposed agreement, and to bring the conversation on this development to the public for engagement and feedback. The Commission plans to make a formal request in the coming weeks.

At that time, the Redevelopment Commission of the City of New Bern will request the City of New Bern convey 727 3<sup>rd</sup> Avenue (PID: 8-012-110) to the Commission so that the Commission can subsequently reconvey the property to Carolina East Health System subject to restrictive covenants requiring CEHS to construct and operate a convenient care clinic for no less than five years.

Additionally, the Commission requests the Board of Aldermen approve the above-described conveyance to Carolina East Health Systems and approve the transfer the remaining \$313,018.88 that was previously allocated to the Commission for construction of a health and wellness center. The Hospital would take the City's investment and add their corporate investment into the building and operation of a convenient clinic for the community. Carolina East's investment would represent one of the largest private investments in the redevelopment zone.



1



2

- **Gateway Renaissance Plan' (2014)**
  - Barrier Access to health resource Identified
- **Greater Five Points Transformation Plan' (2016)**
  - Solution Explored
- **The Redevelopment Plan (2018)**
  - The Path towards execution
  - The Redevelopment Commission
  - Solution: Create a Sustainable Health and Wellness Clinic.

#### What has been done

- Health and Wellness working group- tireless effort
- Community engagement
- Surveys and Studies
- Public investment
- Barriers, Barriers, and More Barriers.

#### What needed to be done to be "project ready"

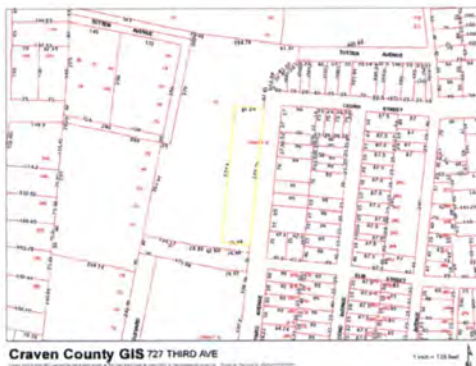
- A property was needed large enough to hold the clinic
- A property was needed that was accessible to the entire Redevelopment Zone
- A Local partner was needed that would invest in the operation of the project past the planning and the ribbon cutting.

#### Developments

- An appropriate Property has been Identified
- A Local Partner has been Identified

3

727 THIRD AVE



## Health Clinic Project Proposal

The Redevelopment Commission of New Bern will request the City of New Bern to Convey the parcel located at 727 Third Avenue to the Redevelopment Commission.

#### 2 Reasons:

- The Partnership between the RDC and CEHS is committed to a transparent process that publicly lays out all aspects of this agreement.

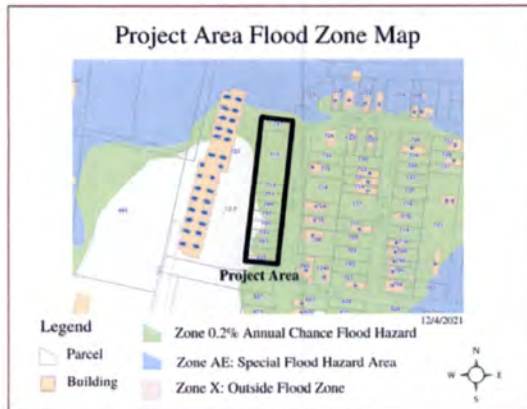
- The agreement requires the ability to apply deed restrictions and covenants.

4



727 THIRD AVE

## Health Clinic Project Proposal



The Redevelopment Commission of New Bern will apply deed restrictions and covenants to the parcel and then convey the parcel to CEHS along with the \$313,018.88 allocated by the city for this project.

In Turn...

CEHS will construct and operate a Convenient health Clinic in the Redevelopment Zone.

5

727 THIRD AVE

## Health Clinic Project Proposal



CEHS will construct and operate a Convenient health Clinic in the Redevelopment Zone.



Clinic will serve as a convenient care facility



Wellness services will be provided



Community Engagement Encouraged


6



- (Captioned) Members of the Duffy Field Phoenix group, The People Assembly, and the Duffy Field Resident's council gathered to discuss a possible partnership.

7

**Questions?**



**Zeb Hough**  
**The Redevelopment Commission**  
**Executive Director**  
[hough.zeb@newbernnc.gov](mailto:hough.zeb@newbernnc.gov)

NEW BERN  
 NORTH CAROLINA

8

## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Approval to submit a K9 grant to replace K9 Ax.

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> N/A
<b>Department:</b> Police	<b>Person Submitting Item:</b> Chief Patrick L. Gallagher
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The NBPD is seeking approval to submit a grant application with the United States Police Canine Association (USPCA). This would be an overall reduction in our Capital Improvement Need for K9 Replacement by \$7,500 for the calendar year 2024 (FY 24-25).
<b>Actions Needed by Board:</b>	Approving the resolution
<b>Backup Attached:</b>	Memo, notes, resolution
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Cost of Agenda Item:</b> \$2,500
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Additional Notes:** The NBPD is in the process of funding this via a CIP project that has yet to be approved. The need to submit the grant application is based on timing. It is less likely that we would be successful in obtaining this grant if we wait until the budget has been approved. If the CIP request is not approved, we can reject the grant funding and not be liable for any matching funds.



Founded 1797

# NEW BERN

## NEW BERN POLICE DEPARTMENT

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

*Police and Community Come Together Here*



Patrick L. Gallagher  
Chief of Police

**To:** Mayor Jeffrey T. Odham and the Board of Aldermen  
**From:** Chief Patrick Gallagher  
**Date:** March 12, 2024  
**Subject:** K9 Grant Submission

The New Bern Police Department is seeking approval to submit a grant application with the United States Police Canine Association (USPCA).

This would be an overall reduction in our capital improvement need for K9 replacement by \$7,500 for the calendar year 2024 (FY 24-25). The purchase would need to be made between July 1, 2024, and December 31, 2024.

The NBPD has submitted a CIP budget request for a replacement K9 (to replace K9 Ax). This grant would reduce our CIP budget request by \$7,500, resulting in a total CIP request of \$13,000.

Cost to purchase K9	\$13,015.50
Cost to Train K9	\$2,500.00
Lodging/Per Diem/Equipment	<u>\$4,954.50</u>
Total Cost	\$20,500.00

Grant opportunity is for	\$10,000	Total K9 Cost	\$20,500
Grant max (75%)	\$ 7,500	Grant Coverage	\$ 7,500
Agency Matching (25%)	\$ 2,500	Agency Cost w/Grant	\$13,000

Note: If the CIP budget is not approved and we are awarded the grant, we can decline to accept and not be liable for the matching fund amount. Waiting to submit this grant reduces our chances of success as there is only a limited number of grants that will be awarded. This is a first come, first serve grant opportunity.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust



## **RESOLUTION**

WHEREAS, the New Bern Police Department desires to submit a grant application for the replacement of a K9 dog; and

WHEREAS, the \$10,000 grant is comprised of \$7,500 from the grant agency with potential matching funds of \$2,500, and the Chief of Police and City Manager recommend approval of the request to submit the application; and

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

That the New Bern Police Department is authorized to apply for the United States Police Canine Association ("USPCA") K9 Grant.

ADOPTED THIS 12<sup>TH</sup> DAY OF MARCH, 2024

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JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



### FY 24-25 Replacement for K9 Ax

Cost to purchase K9	\$13,015.50
Cost to Train K9	\$ 2500.00
<u>Per Diem for Training</u>	<u>\$ 4984.50</u>
<b>Total Cost</b>	<b>\$20,500.00</b>

Grant opportunity is for	\$10,000.00	Total K9 Cost	\$20,500.00
Grant max (75%)	\$ 7,500.00	<u>Grant Coverage</u>	<u>\$ 7,500.00</u>
Agency Matching (25%)	\$ 2,500.00	<b>Agency cost w/Grant</b>	<b>\$13,000.00</b>

This would be an overall reduction in our Capital Improvement Need for K9 Replacement by \$7,500

Grant period would be for the 2024 calendar year.

Purchase would need to be made between July 1, 2024, and December 31, 2024

The grant is through the United States Police Canine Association. The USPCA has a partnership with AKC Reunite to provide the Adopt a K-9 Cop Matching Grant. This is a private organization that offers up to 200 grants per year. To be eligible for the grant, the Police Department must commit to funding at least \$2,500.00. The grant will then fund up to 75% of the requested amount, to a maximum amount of \$7,500.00 to assist in purchasing a new K9. The maximum request of \$10,000 could result in a grant amount of \$7,500.

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Sell 1013 Bloomfield Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Lay Team and Remodelers, LLC tendered an offer of \$3,000 for the purchase of 1013 Bloomfield Street, PID 8-006-208. No upset bids were received. The property is a vacant 0.116-acre residential lot that was acquired by the City and County in 2009 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, map and pictures of the property, breakdown of proceeds
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

**Jeffrey T. Odham**  
Mayor

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

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** March 01, 2024

**SUBJECT:** Offer to Purchase 1013 Bloomfield Street

Lay Team and Remodelers, LLC submitted a bid of \$3,000 for the purchase of 1013 Bloomfield Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.116-acre residential parcel with a tax value of \$6,000. It was acquired jointly by the City and County in March of 2009 through tax foreclosure. Attached are pictures of the property, the tax card, and offer to purchase.

If the property is sold for this bid, the City will receive \$1,144.71 and the County \$1,855.29 from the proceeds. The City will be reimbursed for the advertising cost.

/beb

## **RESOLUTION**

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City and County located at 1013 Bloomfield Street, and being more particularly described herein; and

WHEREAS, the City owns a thirty-three percent (33%) undivided interest in the subject property, and Craven County owns a sixty-seven percent (67%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$3,000.00 by Lay Team and Remodelers, LLC of 3573 Taylor Street, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell the subject property to the successful bidder for the bid amount of \$3,000.00, and to convey said property by quitclaim deed.

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

Section 1. That the bid of Lay Team and Remodelers, LLC in the sum of \$3,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 1013 Bloomfield Street, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to Lay Team and Remodelers, LLC.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City upon payment of the balance due on the purchase price.

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

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

All that certain lot or parcel of land lying and being situate in the City of New Bern, North Carolina, and in that portion of said city commonly known as "Pavietown" as plotted and recorded said public records in Book No. 106, Folio 385, and bearing the number 70 (seventy) upon said plot or plan, said lot being located on the west side of Bloomfield Street.

Subject to restrictive covenants and easements of record.

Parcel Number 8 006 208

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-006-208  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to LAY TEAM AND REMODELERS, LLC, whose mailing address is 6103 Cardinal Drive, New Bern, North Carolina 28560, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFRY T. ODHAM, MAYOR

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

**CRAVEN COUNTY**

(SEAL)

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

Chairman, Craven County Board of  
Commissioners

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

All that certain lot or parcel of land lying and being situate in the City of New Bern, North Carolina, and in that portion of said city commonly known as "Pavietown" as plotted and recorded said public records in Book No. 106, Folio 385, and bearing the number 70 (seventy) upon said plot or plan, said lot being located on the west side of Bloomfield Street.

Subject to restrictive covenants and easements of record.  
Parcel Number 8 006 208

**NORTH CAROLINA**

**OFFER TO PURCHASE AND CONTRACT**

**CRAVEN COUNTY**

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

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

Street Address: 1013 Bloomfield St

Subdivision Name:

Tax Parcel ID No.: 8-006-208

Plat Reference:

Being all of that property more particularly described in Deed Book 2805, Page 0458 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is \$ 3,000.00 and shall be paid as follows:

(a) \$ 150.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,850.00, BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

CITY OF NEW BERN

By: Andre Williams (SEAL)

Its: Managing Director

Date: 12/15/2023

Address: 6103 Cardinal Drive

New Bern, NC 28560

Phone: 267-247-2530 layteam101@gmail.com

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

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

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

Buyer Initials

AW

Seller Initials

## Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 12/15/2023 at 2:03:43 PM

### PARCEL ID : 8-006 -208

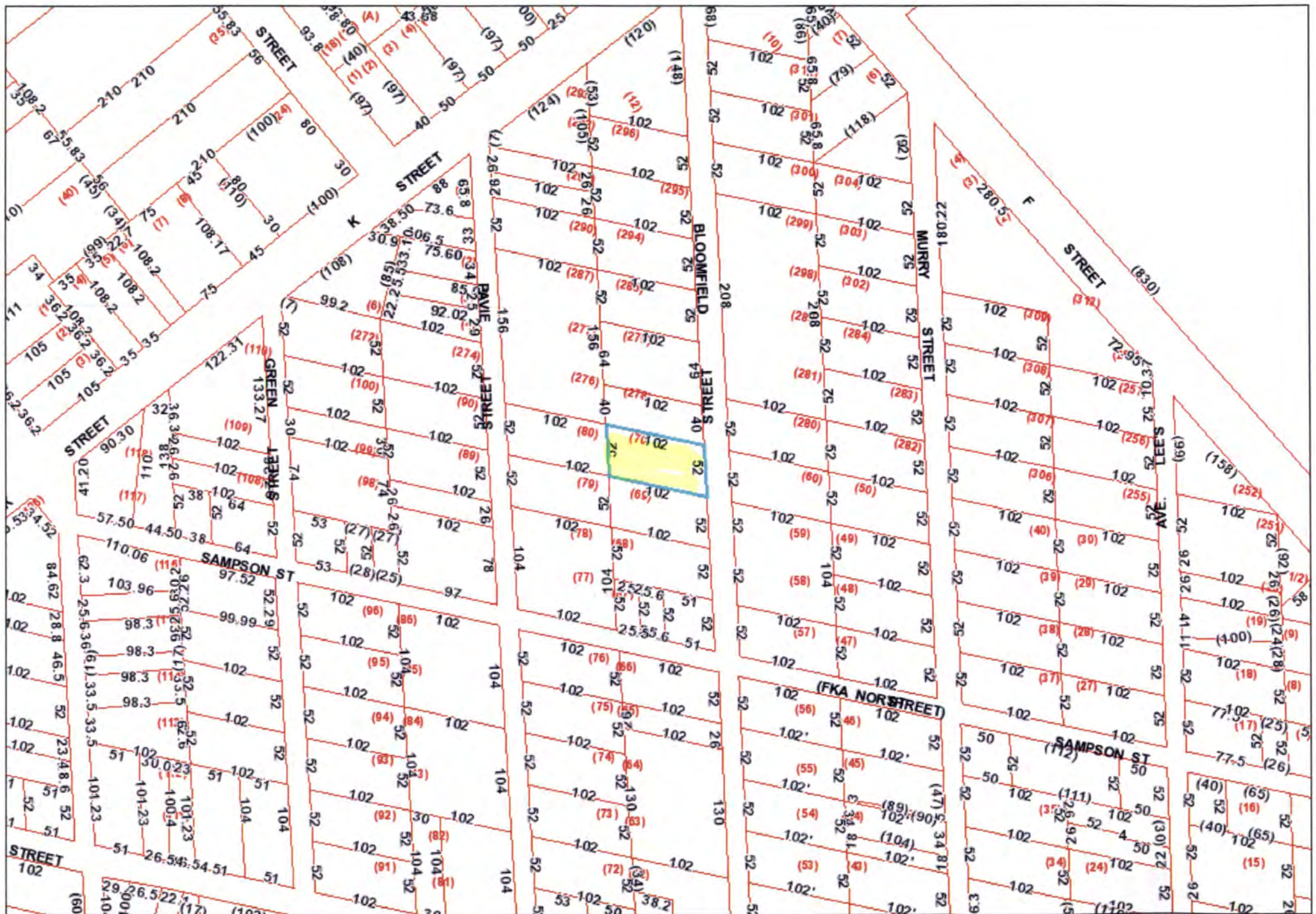
<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY OF		
<b>Mailing Address :</b>	PO BOX 1128 NEW BERN, NC 28563		
<b>Address of Property :</b>	1013 BLOOMFIELD ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	1013 BLOOMFIELD 70 PAVIETOWN		
<b>Assessed Acreage :</b>	0.116		
<b>Deed Book Page :</b>	2805 0458	<b>Deed Recording Date :</b>	3 30 2009
<b>Land Value :</b>	\$6,000	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$6,000	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT

### Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
3/30/2009 2805-0458	MIDDLETON, DARLENE	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$15,500
12/6/1991 1302-1028	SIMONS, CHARLES C & EVELYN	MIDDLETON, DARLENE	STRAIGHT TRANSFER	\$0

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





# Craven County GIS 1013 Bloomfield St

1 inch = 125 feet

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 15, 2023 at 2:08:11 PM



1013 Bloomfield Street



FINAL DIVISION OF PROCEEDS

Property: 1013 Bloomfield Street, PID: 8-006-208			
Offer Amount			\$ 3,000.00
Less: Reimb to City for publication of notice of offer		\$ 197.80	
Balance			\$ 2,802.20
County cost reimbursement		\$ 1,463.58	
City cost reimbursement		\$ 750.37	\$ 2,213.95
Remaining Balance			\$ 588.25
County Taxes at Foreclosure	\$ 1,422.77	66.588%	\$ 391.71
City Taxes/Priority Liens at Foreclosure	\$ 713.90	33.412%	\$ 196.54
Total Taxes	\$ 2,136.67		
County Total	\$ 1,855.29		
City Total	\$ 1,144.71		



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to Sell 1017 Bloomfield Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Lay Team and Remodelers, LLC tendered an offer of \$3,000 for the purchase of 1017 Bloomfield Street, PID 8-006-206. The bid was advertised, but no upset bids received. The property is a vacant 0.143-acre residential lot that was acquired by the City and County in 2018 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, quitclaim deed, offer to purchase, map, pictures of the property, and division of proceeds
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes

City Manager

Brenda E. Blanco

City Clerk

Kimberly A. Ostrom  
Director of Finance

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** March 01, 2024

**SUBJECT:** Sale of 1017 Bloomfield Street

Lay Team and Remodelers, LLC submitted a bid of \$3,000 for the purchase of 1017 Bloomfield Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.143-acre residential parcel with a tax value of \$6,000. It was acquired jointly by the City and County in August of 2018 through tax foreclosure. Attached are recent pictures of the property, the tax card, and offer to purchase.

If the property is sold for this offer, the City will receive \$1,035.28 and Craven County \$1,964.72 from the proceeds. The City will be reimbursed for the cost of advertising.

/beb



## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 1017 Bloomfield Street, being further identified as Craven County parcel identification number 8-006-206, and being more particularly described herein; and

WHEREAS, the City owns a eighty-four percent (84%) undivided interest in the subject property, and Craven County owns a sixteen percent (16%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$3,000.00 by Lay Team and Remodelers, LLC of 6103 Cardinal Drive, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for eighty-four percent (84%) of the bid amount of \$3,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Lay Team and Remodelers, LLC in the sum of \$3,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 1017 Bloomfield Street, being further identified as Craven County parcel identification number 8-006-206, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

All that certain lot of land situate and being in New Bern, on the west side of Bloomfield Street between North and K Streets, and bounded as follows: All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and described as follows:

All that certain lot of land situate and being in New Bern, on the west side of Bloomfield Street between North and K Streets, and bounded as follows:

BEGINNING in the western line of Bloomfield Street at a point 248 feet northwardly from North Street, and running thence westwardly and parallel with North Street 102 feet; thence northwardly and parallel with Bloomfield Street 64 feet; thence eastwardly and parallel with North Street 102 feet to Bloomfield Street; thence southwardly with Bloomfield Street 64 feet to the place of beginning. Being the northern 64 feet of the land conveyed by R. A. Nunn and wife, Elizabeth N. Nunn, to Joseph Clem Franks, Sr. by Deed dated April 6, 1947, and recorded in Book 408, Page 256, in the Office of the Register of Deeds of Craven County.

Subject to restrictive covenants and easements of record.  
Parcel Identification Number: 8 006 206

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-006-206  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to LAY TEAM AND REMODELERS, LLC, whose mailing address is 6103 Cardinal Drive, New Bern, North Carolina 28560, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFRY T. ODHAM, MAYOR

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_



**CRAVEN COUNTY**

(SEAL)

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

Chairman, Craven County Board of  
Commissioners

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

All that certain lot of land situate and being in New Bern, on the west side of Bloomfield Street between North and K Streets, and bounded as follows:

BEGINNING in the western line of Bloomfield Street at a point 248 feet northwardly from North Street, and running thence westwardly and parallel with North Street 102 feet; thence northwardly and parallel with Bloomfield Street 64 feet; thence eastwardly and parallel with North Street 102 feet to Bloomfield Street; thence southwardly with Bloomfield Street 64 feet to the place of beginning. Being the northern 64 feet of the land conveyed by R. A. Nunn and wife, Elizabeth N. Nunn, to Joseph Clem Franks, Sr. by Deed dated April 6, 1947, and recorded in Book 408, Page 256, in the Office of the Register of Deeds of Craven County.

Subject to restrictive covenants and easements of record.  
Parcel Identification Number: 8 006 206

**NORTH CAROLINA**

**CRAVEN COUNTY**

**OFFER TO PURCHASE AND CONTRACT**

Lay Team and Remodelers, LLC

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

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

Street Address: 1017 Bloomfield St

Subdivision Name:

Tax Parcel ID No.: 8-006-206

Plat Reference:

Being all of that property more particularly described in Deed Book 2805, Page 0458 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is \$ 3,000.00 and shall be paid as follows:

(a) \$ 150.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,850.00, BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

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

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

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

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

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

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

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

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**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 LT&R

**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: \_\_\_\_\_

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

By: *Shirley W. Lay* (SEAL)

Its: Managing Director

Date: 12/15/2023

Address: 6103 Cardinal Drive

New Bern, NC 28560

Phone: 267-247-2530 layteam101@gmail.com

CITY OF NEW BERN

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

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

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

Buyer Initials *SW* Seller Initials \_\_\_\_\_



## Craven County Geographic Information System



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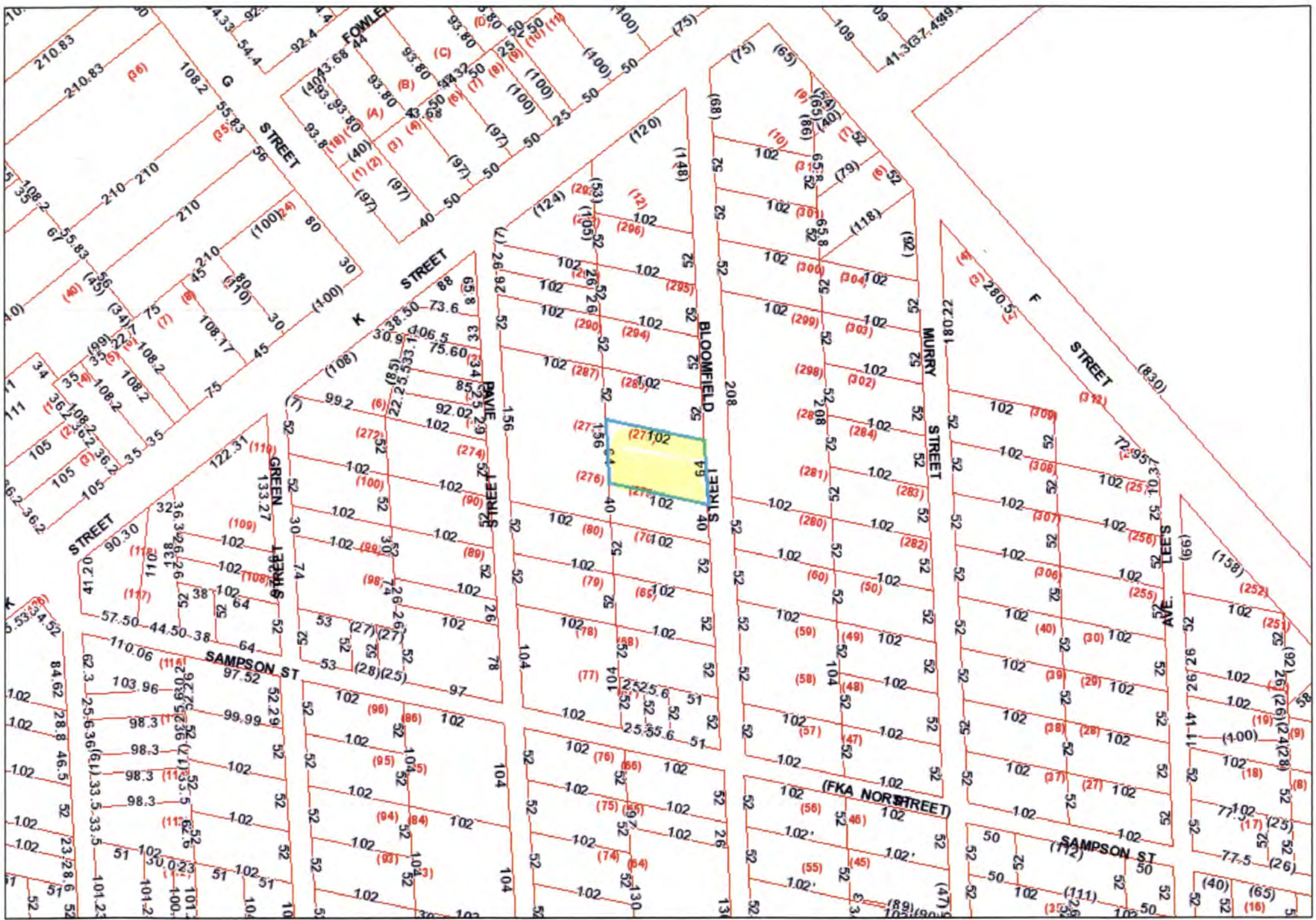
### PARCEL ID : 8-006 -206

<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY OF		
<b>Mailing Address :</b>	PO BOX 1128 NEW BERN, NC 28563		
<b>Address of Property :</b>	1017 BLOOMFIELD ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	1017 BLOOMFIELD		
<b>Assessed Acreage :</b>	0.143		
<b>Deed Book Page :</b>	3544 0729	<b>Deed Recording Date :</b>	8 8 2018
<b>Land Value :</b>	\$6,000	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$6,000	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT

### Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/8/2018 3544-0729	MOORE, AARON	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$10,500

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



# Craven County GIS 1017 Bloomfield St

1 inch = 125 feet

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 15, 2023 at 2:12:11 PM





1017 Bloomfield Street



FINAL DIVISION OF PROCEEDS

Property: 1017 Bloomfield Street, PID: 8-006-206			
Offer Amount			\$ 3,000.00
Less: Reimb to City for publication of notice of offer		\$ 211.60	
Balance			\$ 2,788.40
County cost reimbursement		\$ 1,907.15	
City cost reimbursement		\$ 517.61	\$ 2,424.76
Remaining Balance			\$ 363.64
County Taxes at Foreclosure	\$ 1,244.02	15.832%	\$ 57.57
City Taxes/Priority Liens at Foreclosure	\$ 6,613.75	84.168%	\$ 306.07
Total Taxes	\$ 7,857.77		
County Total	\$ 1,964.72		
City Total	\$ 1,035.28		

## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to Sell 1302 Williams Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	PR Property Group, LLC tendered an offer of \$3,000 for the purchase of 1302 Williams Street, PID 8-013-065. The bid was advertised, but no upset bids were received. The property is a vacant 0.119-acre residential lot that was acquired by the City and County in 2006 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, map, pictures of the property, and breakdown of proceeds.
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**



**Aldermen**

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk  
Kimberly A. Ostrom  
Director of Finance

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** March 01, 2024  
**SUBJECT:** Sale of 1302 Williams Street

PR Property Group, LLC submitted a bid of \$3,000 for the purchase of 1302 Williams Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.119-acre residential parcel with a tax value of \$6,000. It was acquired jointly by the City and County in November of 2006 through tax foreclosure. Attached are pictures of the property, the tax card, and offer to purchase.

If the property is sold for this bid, the City will receive \$1,192.04 and Craven County \$1,807.96 from the proceeds. The City will be reimbursed for the cost of advertising the bid.

/beb

## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 1302 Williams Street, being further identified as Craven County parcel identification number 8-013-065, and being more particularly described herein; and

WHEREAS, the City owns a twenty-three percent (23%) undivided interest in the subject property, and Craven County owns a seventy-seven percent (77%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$3,000.00 by PR Property Group LLC of 3513 Taylor Street, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for twenty-three percent (23%) of the bid amount of \$3,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of PR Property Group LLC in the sum of \$3,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 1302 Williams Street, being further identified as Craven County parcel identification number 8-013-065, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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

Being all of lands described in and conveyed by a certain deed dated April 8, 1950, from Laura Green Lee, widow, to Rosemary Brown Lane, which is recorded in Book 439, on page 367, in the office of the Register of Deeds of Craven County, to which deed reference is hereby made for greater certainty of description.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 013 065

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-013-065  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to PR PROPERTY GROUP LLC, whose mailing address is 3513 Taylor Street, New Bern, North Carolina 28560, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFRY T. ODHAM, MAYOR

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

**CRAVEN COUNTY**

(SEAL)

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

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

Being all of lands described in and conveyed by a certain deed dated April 8, 1950, from Laura Green Lee, widow, to Rosemary Brown Lane, which is recorded in Book 439, on page 367, in the office of the Register of Deeds of Craven County, to which deed reference is hereby made for greater certainty of description.

Subject to restrictive covenants and easements of record.  
Parcel Number: 8 013 065

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1302 William St.

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

Tax Parcel ID No.: 9-013-005

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 2574, Page 728 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 300,000 and shall be paid as follows:

(a) \$ 150,000, 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) \$ 150,000, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials

JS

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: \_\_\_\_\_

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

CITY OF NEW BERN

By: PR Property Group LLC (SEAL)

Its: Member / Jessica Perez

Date: 12/15/23

Address: 3513 Taylor St.

New Bern NC 28560

Phone: 252 976-1707

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

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

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

Buyer Initials

Seller Initials

# Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 12/15/2023 at 1:35:36 PM

## PARCEL ID : 8-013 -065

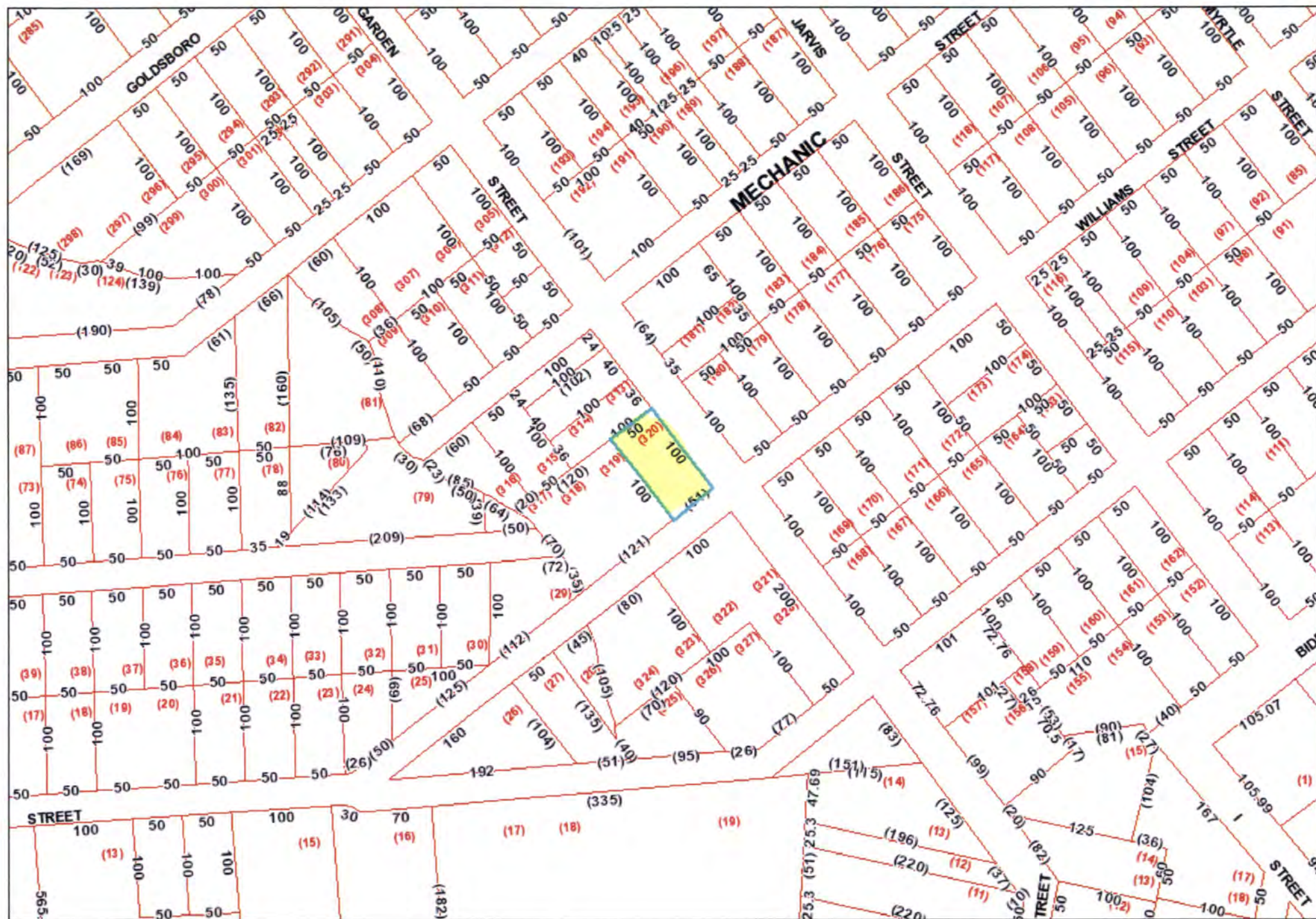
<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY OF		
<b>Mailing Address :</b>	PO BOX 1128 NEW BERN, NC 28563		
<b>Address of Property :</b>	1302 WILLIAMS ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	1302 WILLIAM ST		
<b>Assessed Acreage :</b>	0.119	<b>Deed Recording Date :</b>	11 21 2006
<b>Deed Book Page :</b>	2534 0728	<b>Recorded Survey :</b>	
<b>Land Value :</b>	\$6,000	<b>Life Estate Deed :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Estate File Year-E-Folder :</b>	
<b>Total Assessed Value :</b>	\$6,000	<b>Tax Exempt :</b>	Yes
<b>Number of Improvements:</b>	0	<b>Fire Tax District :</b>	
<b>City Name :</b>	NEW BERN	<b>Lot Dimension :</b>	
<b>Drainage District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT
<b>Special District :</b>			

## Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
11/21/2006 2534-0728	BROWN, BRUCE	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$3,500

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





**Craven County GIS** 1302 Williams St

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 15, 2023 at 1:36:25 PM

1 inch = 125 feet





1302 Williams Street



FINAL DIVISION OF PROCEEDS

Property: 1302 Williams Street, PID: 8-013-065			
Offer Amount			\$ 3,000.00
Less: Reimb to City for publication of notice of offer		\$ 190.90	
Balance			\$ 2,809.10
County cost reimbursement		\$ 1,292.72	
City cost reimbursement		\$ 849.37	\$ 2,142.09
Remaining Balance			\$ 667.01
County Taxes at Foreclosure	\$ 938.27	77.247%	\$ 515.24
City Taxes/Priority Liens at Foreclosure	\$ 276.37	22.753%	\$ 151.77
Total Taxes	\$ 1,214.64		
County Total	\$ 1,807.96		
City Total	\$ 1,192.04		



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to Sell 1407 Garden Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	PR Property Group, LLC tendered an offer of \$2,700 for the purchase of 1407 Garden Street, PID 8-013-064. The bid was advertised, but no upset bids were received. The property is a vacant 0.085-acre residential lot that was acquired by the City and County in 2015 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, quitclaim deed, offer to purchase, map, pictures of the property, and breakdown of proceeds.
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

**Jeffrey T. Odham**  
Mayor

**Foster Hughes**  
City Manager  
**Brenda E. Blanco**  
City Clerk

**Kimberly A. Ostrom**  
Director of Finance

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** March 01, 2024  
**SUBJECT:** Sale of 1407 Garden Street

PR Property Group, LLC submitted a bid of \$2,700 for the purchase of 1407 Garden Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.085-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in September of 2015 through tax foreclosure. Attached are pictures of the property, the tax card, offer to purchase, and breakdown of proceeds.

If the property is sold for \$2,700, the City will receive \$706.92 and Craven County \$1,993.08 from the proceeds. The City will be reimbursed for the cost to advertise the bid.

/beb

## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 1407 Garden Street, being further identified as Craven County parcel identification number 8-013-064, and being more particularly described herein; and

WHEREAS, the City owns a sixty percent (60%) undivided interest in the subject property, and Craven County owns a forty percent (40%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$2,700.00 by PR Property Group LLC of 3513 Taylor Street, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for sixty percent (60%) of the bid amount of \$2,700.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of PR Property Group LLC in the sum of \$2,700.00 for said parcel bearing the postal enumeration for the City of New Bern of 1407 Garden Street, being further identified as Craven County parcel identification number 8-013-064, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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

A certain lot or parcel of land lying and being situate in Number Eight Township, Craven County, North Carolina, and more particularly described as follows: Beginning at a point in the southwesterly line of Garden Street and in the Northeastern line of Lot No. 313 of Mechanicsville, said point being located 64 feet Southeasterly from the southern intersection of Short (now Mechanics) Street and Garden Street and running thence to the easternmost corner of Lot No. 313 a distance of 36 feet; thence in a southwesterly direction along and with the southeasterly lines of Lot No. 313 and Lot No. 314 of Mechanicsville to the southern corner of said Lot No. 314 a distance of 100 feet; thence in a Northwesterly direction a distance of 36 feet along and with the southwesterly line of Lot No. 314; thence in a Northeasterly direction and parallel to the Southeasterly lines of Lot No. 313 and Lot No. 314, a distance of 100 feet to the beginning.

Subject to restrictive covenant and easements of record.

Parcel Identification Number: 8 013 064

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-013-064  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to PR PROPERTY GROUP LLC, whose mailing address is 3513 Taylor Street, New Bern, North Carolina 28560, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFRY T. ODHAM, MAYOR

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

**CRAVEN COUNTY**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

A certain lot or parcel of land lying and being situate in Number Eight Township, Craven County, North Carolina, and more particularly described as follows: Beginning at a point in the southwesterly line of Garden Street and in the Northeastern line of Lot No. 313 of Mechanicsville, said point being located 64 feet Southeasterly from the southern intersection of Short (now Mechanics) Street and Garden Street and running thence to the easternmost corner of Lot No. 313 a distance of 36 feet; thence in a southwesterly direction along and with the southeasterly lines of Lot No. 313 and Lot No. 314 of Mechanicsville to the southern corner of said Lot No. 314 a distance of 100 feet; thence in a Northwesterly direction a distance of 36 feet along and with the southwesterly line of Lot No. 314; thence in a Northeasterly direction and parallel to the Southeasterly lines of Lot No. 313 and Lot No. 314, a distance of 100 feet to the beginning.

Subject to restrictive covenant and easements of record.

Parcel Identification Number: 8 013 064

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: Garden St.

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

Tax Parcel ID No.: 8-013-064

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3347, Page 224 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 270,000 and shall be paid as follows:

(a) \$ 135.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2565.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials



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: \_\_\_\_\_

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

CITY OF NEW BERN

By: PR Property Group LLC (SEAL)

Its: Member/Jessica Perez

Date: 12/15/23

Address: 3513 Taylor St.

New Bern NC 28560

Phone: 252-976-1707

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

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

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

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

# Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 12/15/2023 at 1:34:24 PM

## PARCEL ID : 8-013 -064

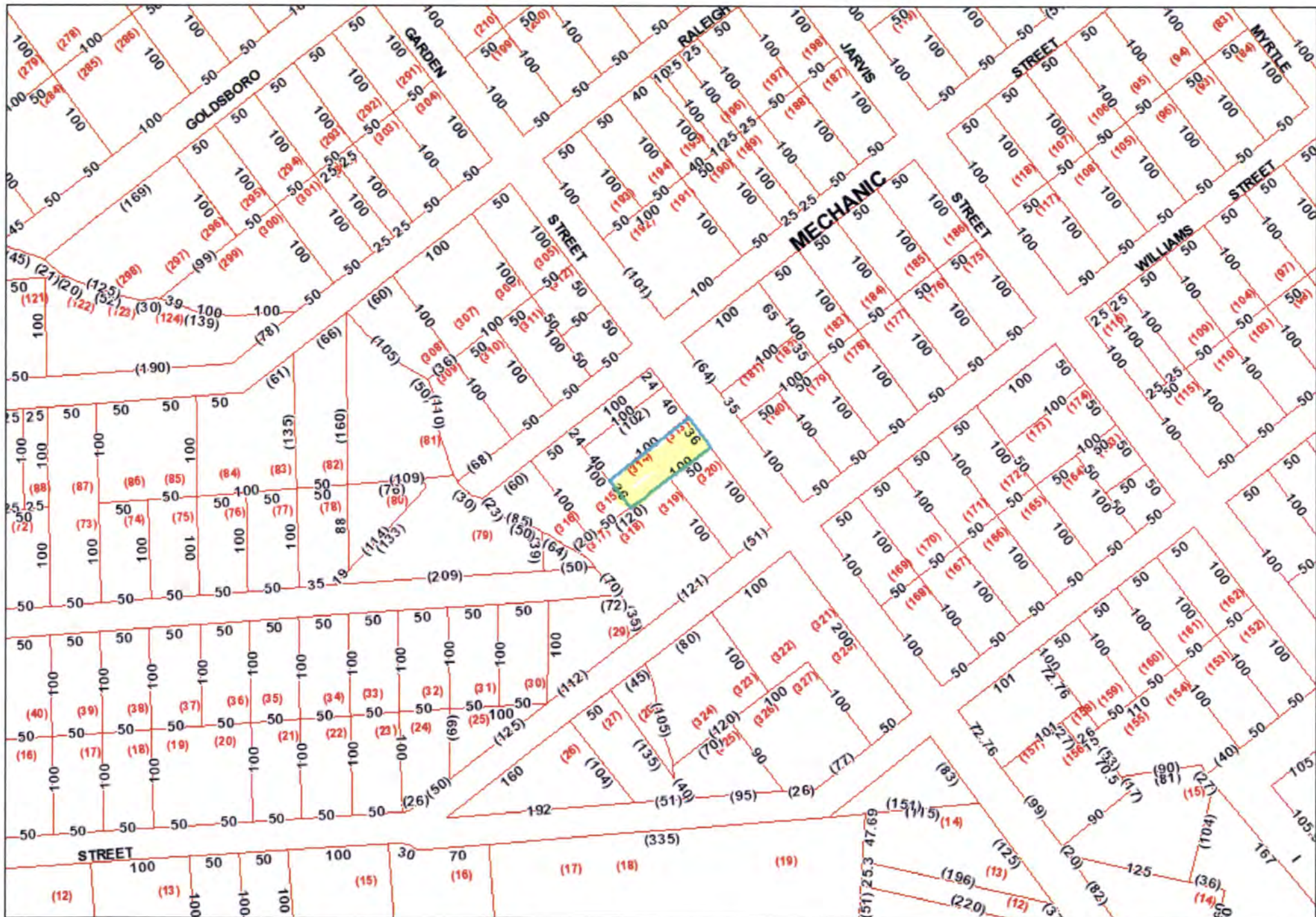
<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY		
<b>Mailing Address :</b>	406 CRAVEN ST NEW BERN, NC 28560		
<b>Address of Property :</b>	GARDEN ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	1407 GARDEN		
<b>Assessed Acreage :</b>	0.085		
<b>Deed Book Page :</b>	3383 0224	<b>Deed Recording Date :</b>	9 3 2015
<b>Land Value :</b>	\$5,400	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$5,400	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT

## Recent Sales Information

<b>Sale Date Deed</b>	<b>Seller Name</b>	<b>Buyer Name</b>	<b>Type of Sale</b>	<b>Sale Price</b>
9/3/2015 3383-0224	CHAPMAN, HERMAN JR HRS	CRAVEN COUNTY & NEW BERN- CITY	STRAIGHT TRANSFER	\$6,500
1/1/1969 0757-0430	CHAPMAN, HERMAN JR	CHAPMAN, HERMAN JR HRS	STRAIGHT TRANSFER	\$0
1/1/1969 0757-0430	CHAPMAN, HERMAN JR	CHAPMAN, HERMAN JR HRS	STRAIGHT TRANSFER	\$0

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





# Craven County GIS Garden St PID 8-013-064

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 15, 2023 at 1:35:15 PM

1 inch = 125 feet





1407 Garden Street



FINAL DIVISION OF PROCEEDS

Property: 1407 Garden Street, PID: 8-013-064			
Offer Amount			\$ 2,700.00
Less: Reimb to City for publication of notice of offer		\$ 241.50	
Balance			\$ 2,458.50
County cost reimbursement		\$ 2,216.85	
City cost reimbursement		\$ 797.72	\$ 3,014.57
Remaining Balance			\$ (556.07)
County Taxes at Foreclosure	\$ 440.42	40.241%	\$ (223.77)
City Taxes/Priority Liens at Foreclosure	\$ 654.04	59.759%	\$ (332.30)
Total Taxes	\$ 1,094.46		
City Inferior Liens at Foreclosure	\$ 1,205.63		
County Total	\$ 1,993.08		
City Total	\$ 706.92		



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to Sell 1411 Garden Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	PR Property Group, LLC tendered an offer of \$3,000 for the purchase of 1411 Garden Street, PID 8-013-063-A. The bid was advertised, but no upset bids were received. The property is a vacant 0.093 acre residential lot that was acquired by the City and County in 2015 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, quitclaim deed, offer to purchase, map pictures of the property, and breakdown of proceeds.
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

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



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

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

MEMO TO: Mayor and Board of Aldermen  
FROM: Brenda Blanco, City Clerk  
DATE: March 01, 2024  
SUBJECT: Sale of 1411 Garden Street

PR Property Group, LLC submitted a bid of \$3,000 for the purchase of 1411 Garden Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.093-acre residential parcel with a tax value of \$6,000. It was acquired jointly by the City and Craven County in February of 2015 through tax foreclosure. Attached are pictures of the property, the tax card, offer to purchase, and breakdown of proceeds.

If the property is sold for \$3,000, the City will receive \$1,275.26 and the County \$1,724.74 from the proceeds. The City will be reimbursed for the cost of advertising.

/beb



## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 1411 Garden Street, being further identified as Craven County parcel identification number 8-013-063A, and being more particularly described herein; and

WHEREAS, the City owns a fifty-two percent (52%) undivided interest in the subject property, and Craven County owns a forty-eight percent (48%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$3,000.00 by PR Property Group LLC of 3513 Taylor Street, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for fifty-two percent (52%) of the bid amount of \$3,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of PR Property Group LLC in the sum of \$3,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 1407 Garden Street, being further identified as Craven County parcel identification number 8-013-063A, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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

A certain tract or parcel of land in the City of New Bern, Craven County, State of North Carolina adjoining the lands of Pennie Keys Gaskins, Bradham, and others bounded as follows, viz: BEGINNING at a point located in the southwesterly edge of Garden Street in the City of New Bern, a distance of 24 feet more or less from the southwestern intersection of Garden and Short Streets, said point being the eastern corner of the lot heretofore conveyed by the parties of the first part to Pennie Keys Gaskins, by deed dated 14 March 1949, and recorded in Book 428, Page 206, Craven County Registry; said point being further located as being the point at which the line midway between the house on the lot conveyed to Gaskins and the house on the lot to be conveyed herein (the southeastern line of the Gaskins lot) intersects the southwesterly edge of Garden Street; and from that beginning along and with the southwesterly edge of Garden Street in a southeasterly direction a distance of forty feet; thence in a southwesterly direction, perpendicular to Garden and parallel to Short Street, a distance of one hundred feet, to the southwesterly line of lot #314, Mechanicsville (map in Book 116, Page 530); thence along and with the southwesterly line of Lot #314 in a northwesterly direction a distance of forty feet; thence in a northeasterly direction parallel to Short Street a distance of 100 feet to the point of beginning, said line being the southeasterly line of the Gaskins lot. The point of beginning and the first line of the lot conveyed herein are in the northeasterly line of lot #313, Mechanicsville, this lot being a of portion Lots #313 and 314.

Subject to restrictive and easements of record.

Parcel Identification Number: 8 013 063A

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-013-063A  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to PR PROPERTY GROUP LLC, whose mailing address is 3513 Taylor Street, New Bern, North Carolina 28560, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFRY T. ODHAM, MAYOR

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

**CRAVEN COUNTY**

(SEAL)

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

Chairman, Craven County Board of  
Commissioners

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

### EXHIBIT A

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

A certain tract or parcel of land in the City of New Bern, Craven County, State of North Carolina adjoining the lands of Pennie Keys Gaskins, Bradham, and others bounded as follows, viz: BEGINNING at a point located in the southwesterly edge of Garden Street in the City of New Bern, a distance of 24 feet more or less from the southwestern intersection of Garden and Short Streets, said point being the eastern corner of the lot heretofore conveyed by the parties of the first part to Pennie Keys Gaskins, by deed dated 14 March 1949, and recorded in Book 428, Page 206, Craven County Registry; said point being further located as being the point at which the line midway between the house on the lot conveyed to Gaskins and the house on the lot to be conveyed herein (the southeastern line of the Gaskins lot) intersects the southwesterly edge of Garden Street; and from that beginning along and with the southwesterly edge of Garden Street in a southeasterly direction a distance of forty feet; thence in a southwesterly direction, perpendicular to Garden and parallel to Short Street, a distance of one hundred feet, to the southwesterly line of lot #314, Mechanicsville (map in Book 116, Page 530); thence along and with the southwesterly line of Lot #314 in a northwesterly direction a distance of forty feet; thence in a northeasterly direction parallel to Short Street a distance of 100 feet to the point of beginning, said line being the southeasterly line of the Gaskins lot. The point of beginning and the first line of the lot conveyed herein are in the northeasterly line of lot #313. Mechanicsville, this lot being a of portion Lots #313 and 314.

Subject to restrictive and easements of record.

Parcel Identification Number: 8 013 063A



## NORTH CAROLINA

## OFFER TO PURCHASE AND CONTRACT

## CRAVEN COUNTY

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

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

Street Address: 1411 Garden

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

Tax Parcel ID No.: 5-013-063A

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 2335, Page 850 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 300,000 and shall be paid as follows:

(a) \$ 150,000, 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) \$ 250,000, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials JR

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: \_\_\_\_\_

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

CITY OF NEW BERN

By: PR Property Group LLC (SEAL)

Its: Member/Jessica Perez

Date: 12/15/23

Address: 3513 Taylor St.

New Bern NC 28560

Phone: 252.976.1707

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

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

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

Buyer Initials



Seller Initials

# Craven County Geographic Information System



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**PARCEL ID : 8-013 -063-A**

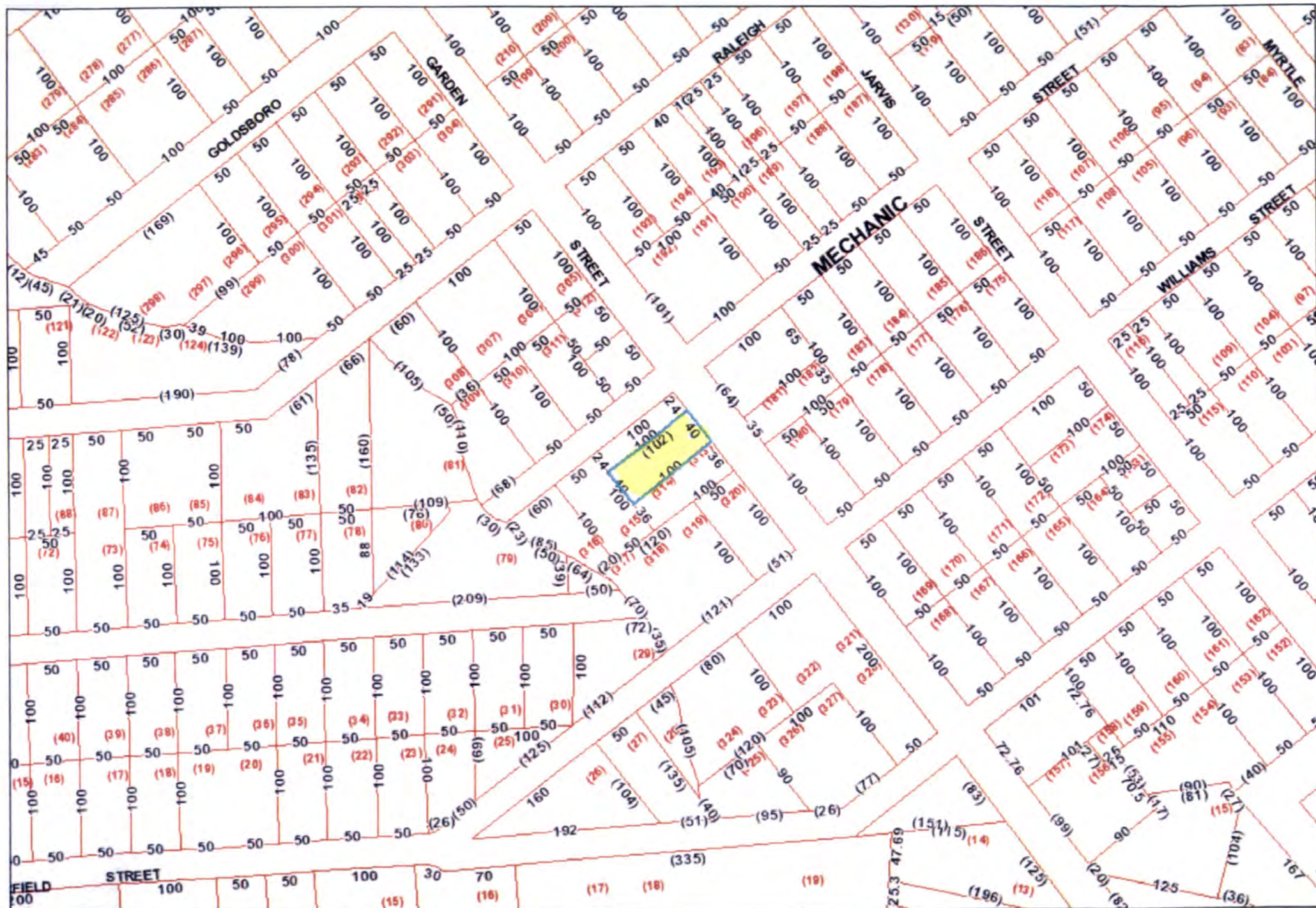
<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY OF		
<b>Mailing Address :</b>	PO BOX 1128 NEW BERN, NC 28563		
<b>Address of Property :</b>	1411 GARDEN ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	1411 GARDEN		
<b>Assessed Acreage :</b>	0.093		
<b>Deed Book Page :</b>	3335 0850	<b>Deed Recording Date :</b>	2 17 2015
<b>Land Value :</b>	\$6,000	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$6,000	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT

## Recent Sales Information

<b>Sale Date Deed</b>	<b>Seller Name</b>	<b>Buyer Name</b>	<b>Type of Sale</b>	<b>Sale Price</b>
2/17/2015 3335-0850	CHAPMAN, HERMAN JR HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$3,500
1/1/1952 0470-0486	CHAPMAN, HERMAN JR	CHAPMAN, HERMAN JR	STRAIGHT TRANSFER	\$0
1/1/1952 0470-0486	CHAPMAN, HERMAN JR	CHAPMAN, HERMAN JR HRS	STRAIGHT TRANSFER	\$0

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





# Craven County GIS 1411 Garden St

1 inch = 125 feet

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 15, 2023 at 1:32:41 PM





1411 Garden Street





FINAL DIVISION OF PROCEEDS

Property: 1411 Garden Street, PID: 8-013-063A			
Offer Amount			\$ 3,000.00
Less: Reimb to City for publication of notice of offer		\$ 299.00	
Balance			\$ 2,701.00
County cost reimbursement		\$ 1,363.90	
City cost reimbursement		\$ 578.13	\$ 1,942.03
Remaining Balance			\$ 758.97
County Taxes at Foreclosure	\$ 632.86	47.544%	\$ 360.84
City Taxes/Priority Liens at Foreclosure	\$ 698.25	52.456%	\$ 398.13
Total Taxes	\$ 1,331.11		
County Total	\$ 1,724.74		
City Total	\$ 1,275.26		

## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to Sell 1904 Washington Street

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	PR Property Group, LLC tendered an offer of \$10,000 for the purchase of 1904 Washington Street, PID 8-070-012. The bid was advertised, but no upset bids were received. The property is a vacant 0.374-acre residential lot that was acquired by the City and County in 2015 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, quitclaim deed, offer to purchase, map, pictures of the property, and breakdown of proceeds.
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk

Kimberly A. Ostrom  
Director of Finance

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** March 01, 2024  
**SUBJECT:** Sale of 1904 Washington Street

PR Property Group, LLC submitted a bid of \$10,000 for the purchase of 1904 Washington Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.374-acre residential parcel with a tax value of \$20,000. It was acquired jointly by the City and Craven County in March of 2015 through tax foreclosure. Attached are pictures of the property, the tax card, offer to purchase, and breakdown of proceeds.

If the property is sold for the offer of \$10,000, the City will receive \$4,187.00 and the County \$5,813.00 from the proceeds.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 1904 Washington Street, being further identified as Craven County parcel identification number 8-070-012, and being more particularly described herein; and

WHEREAS, the City owns a fifty-one percent (51%) undivided interest in the subject property, and Craven County owns a forty-nine percent (49%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$10,000.00 by PR Property Group LLC of 3513 Taylor Street, New Bern, North Carolina 28560; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for fifty-one percent (51%) of the bid amount of \$10,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of PR Property Group LLC in the sum of \$10,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 1904 Washington Street, being further identified as Craven County parcel identification number 8-070-012, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has



been executed on behalf of the City and County, upon payment of the balance due on the purchase price.

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

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

Being all of Lot Number 12 as designated and described on a map on the Plan of Carver Heights prepared by Darrell D. Daniels, C.E. dated July 21, 1964, and duly recorded in Map Book 10, at Page 86, in the office of the Register of Deeds of Craven County, to which map reference is hereby made for a more perfect description.

This conveyance is made subject to those restrictive covenants dated July 20, 1968, and recorded in the office of the Register of Deeds of Craven County, North Carolina in Book 737, at Page 25.

This property is also commonly referred to by its tax parcel identification numbers which are 8-070-012.

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-070-012  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to PR PROPERTY GROUP LLC, whose mailing address is 3513 Taylor Street, New Bern, North Carolina 28560, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
JEFFRY T. ODHAM, MAYOR

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:  
\_\_\_\_\_



**CRAVEN COUNTY**

(SEAL)

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

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

Being all of Lot Number 12 as designated and described on a map on the Plan of Carver Heights prepared by Darrell D. Daniels, C.E. dated July 21, 1964, and duly recorded in Map Book 10, at Page 86, in the office of the Register of Deeds of Craven County, to which map reference is hereby made for a more perfect description.

This conveyance is made subject to those restrictive covenants dated July 20, 1968, and recorded in the office of the Register of Deeds of Craven County, North Carolina in Book 737, at Page 25.

This property is also commonly referred to by its tax parcel identification numbers which are 8-070-012.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1904 Washington St.

Subdivision Name: Carver Heights

Tax Parcel ID No.: 8-070-12

Plat Reference:

Being all of that property more particularly described in Deed Book 339, Page 126 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 10,000.00 and shall be paid as follows:

(a) \$ 2,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 8,000.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials



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: \_\_\_\_\_

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

CITY OF NEW BERN

By: PR Property Group LLC (SEAL)

Its: Member / Jessica Pérez

Date: 11/29/23

Address: 3513 Taylor St.

New Bern NC 28560

Phone: 252 86 252 876 1707


JP

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

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

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

Buyer Initials



Seller Initials

## Craven County Geographic Information System



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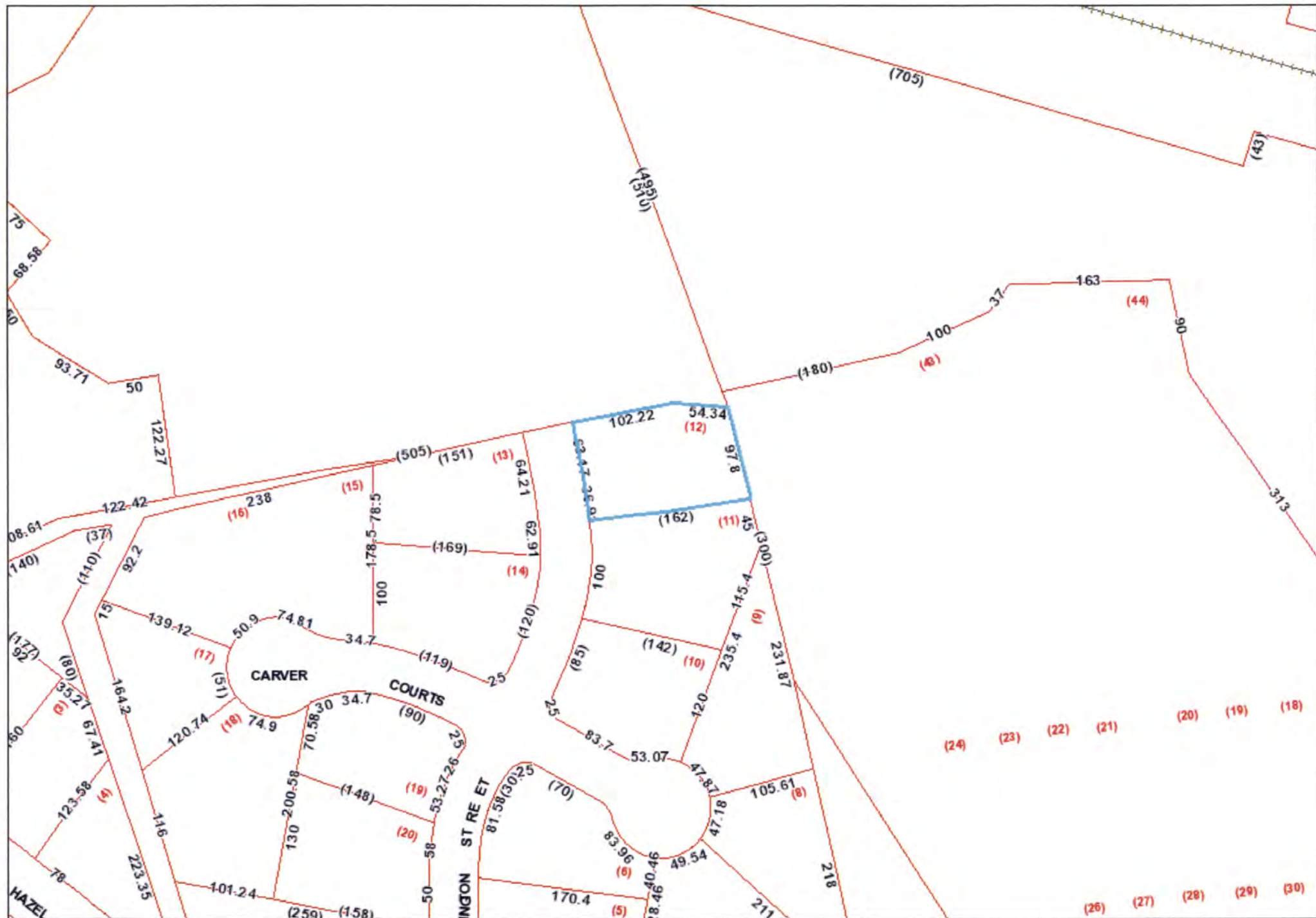
**PARCEL ID : 8-070 -012**

<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY		
<b>Mailing Address :</b>	406 CRAVEN ST NEW BERN, NC 28560		
<b>Address of Property :</b>	1904 WASHINGTON ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	12 CARVER HEIGHTS		
<b>Assessed Acreage :</b>	0.374		
<b>Deed Book Page :</b>	3339 0126	<b>Deed Recording Date :</b>	3 3 2015
<b>Land Value :</b>	\$20,000	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$20,000	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT

### Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
3/3/2015 3339-0126	MOORE, TRACIE MITCHELL	CRAVEN COUNTY & NEW BERN- CITY	STRAIGHT TRANSFER	\$3,000
7/24/1998 1641-0563	BUILDERS & FINANCE INC	MOORE, TRACIE MITCHELL	STRAIGHT TRANSFER	\$0

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



# Craven County GIS 1904 Washington St

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1 inch = 125 feet





1904 Washington Street







FINAL DIVISION OF PROCEEDS

Property: 1904 Washington Street, PID: 8-070-012			
Offer Amount			\$ 10,000.00
Less: Reimb to City for publication of notice of offer		\$ 211.60	
Balance			\$ 9,788.40
County cost reimbursement		\$ 2,066.48	
City cost reimbursement		\$ -	\$ 2,066.48
Remaining Balance			\$ 7,721.92
County Taxes at Foreclosure	\$ 343.91	48.518%	\$ 3,746.52
City Taxes/Priority Liens at Foreclosure	\$ 364.92	51.482%	\$ 3,975.40
Total Taxes	\$ 708.83		
County Total	\$ 5,813.00		
City Total	\$ 4,187.00		

## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider Adopting a Resolution to approve a License Agreement with The New Bern Area Improvement Association, Inc.

<b>Date of Meeting:</b> March 12, 2024	<b>Ward # if applicable:</b> Ward 1
<b>Department:</b> Parks & Recreation	<b>Person Submitting Item:</b> Kari Warren Director of Parks & Recreation
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	A license agreement is proposed for the City's use of the Omega Center to offer recreational and other programs to citizens.
<b>Actions Needed by Board:</b>	Consider adopting a resolution approving a license agreement with The New Bern Area Improvements Association, Inc., which is the owner of the Omega Center.
<b>Backup Attached:</b>	Memo – Resolution – License Agreement
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>Cost of Agenda Item:</b> \$25,971
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:** N/A

**Aldermen**

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



Kari Warren, CPRP  
Director of Parks & Recreation

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk  
Kimberly A. Ostrom  
Director of Finance



Memo To: Mayor and Board of Aldermen  
From: Kari Warren, CPRP *KW*  
Director of Parks and Recreation  
Re: Resolution Approving License Agreement for Use of the Omega Center

**Background Information:**

Parks and Recreation has used the Omega Center since September 1, 2019, to offer recreational programs in lieu of programs that were offered at the Stanley White Recreation Center ("SWRC") prior to sustained damage during Hurricane Florence. A license agreement for a three-year term of usage between the City and owner of the Omega Center "New Bern Area Improvement Association, Inc." was adopted on July 23, 2019, and extended on August 9, 2022, for an additional 18 months. The latest term expired on February 28, 2024, and it is proposed that the agreement be further extended until January 31, 2025.

Parks and Recreation would like to continue use of the Omega Center to offer recreational programs until construction of the new Stanley White Recreation Center ("SWRC") is completed.

A new license agreement proposes an eleven-month term at a rate of \$25,971 due no later than March 25, 2024. The Omega Center shall provide all water, sewer, and electric utilities, but the City will reimburse the cost of those utilities on a monthly basis at a sum equal to 57.14% of each utility bill. The Omega Center will perform all routine repairs and maintenance on the property. The City will be responsible for mowing and maintaining the grass and landscaping.

**Recommendation:**

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

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



**RESOLUTION**

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

That the License Agreement dated March 12, 2024, by and between the City of New Bern and The New Bern Area Improvements Association, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2024.

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

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

**NORTH CAROLINA**

**CRAVEN COUNTY**

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License"), dated March 12, 2024, for convenience of reference, is made by and between the THE NEW BERN AREA IMPROVEMENTS ASSOCIATION, INC. ("Omega Center"), a North Carolina non-profit corporation, and the CITY OF NEW BERN ("City"), a North Carolina municipal corporation, collectively referred to as the "Parties."

**WITNESSETH:**

THAT WHEREAS, the Omega Center owns the real property located at 800 Cedar Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-007-316 ("Subject Property") and commonly referred to as the "Cedar Street Recreation Center" or the "Omega Center"; and

WHEREAS, the Parties entered into a license agreement dated July 23, 2019, and subsequently entered into a second license agreement effective September 1, 2022 wherein the City licensed from the Omega Center a portion of the Subject Property to provide public recreational services and other similar public activities, subject to the terms and conditions established therein; and

WHEREAS, the September 1, 2022 license agreement terminates on February 28, 2024; and

WHEREAS, the Parties have agreed upon the terms of an eleven (11) month License Agreement to terminate on January 31, 2025, and wish to reduce their agreement to writing.

NOW, THEREFORE, the Omega Center does hereby license unto said City, and said City does hereby accept as licensee of said Omega Center, the Premises, for the term and upon the conditions hereinafter set forth:

1. **INCORPORATION OF RECITALS.** The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this License.

2. **THE PREMISES.** In consideration of the obligation of the City to pay a license fee as herein provided and in consideration of the other terms, covenants, and conditions hereof, the Omega Center hereby licenses to the City, and the City hereby licenses from the Omega Center, those certain premises containing a commercial structure of approximately 13,177 square feet, along with on-site parking at the real property located at 800 Cedar Street in the City of New Bern

(the "Premises"). The license granted herein is specifically limited to the days of Monday through Thursday (24 hours per day), with the exception of an adequate storage room which shall be provided by the Omega Center to the City at all times. By mutual agreement, the Parties may modify the hours and/or days of the license from time to time, provided such agreement is reduced to writing which may be in the form of confirming emails. The Omega Center shall provide the City with keys to the Premises to facilitate the City's use of the Premises.

3. **LICENSE FEE.** As consideration for the license granted herein, the City agrees to pay the Omega Center the sum \$25,971.00 no later than March 25, 2024.

4. **TERM.** The term of this License shall commence on March 1, 2024 and terminate on January 31, 2025, unless sooner terminated or extended in accordance with the terms hereof. The Parties, by written instrument, may agree to an extension of the license term prior to the termination of this License.

Notwithstanding the foregoing, the City may terminate this License at any time upon thirty (30) days' advance written notice to the Omega Center with no refund or proration of the License Fee.

5. **PERMITTED USES.** The City agrees to utilize the Premises to provide public recreational services and other similar public activities, and for no other purposes without the Omega Center's prior written consent.

6. **UTILITIES.** The Omega Center shall provide all utilities necessary to serve the Premises including water, sewer, and electric services. The City shall reimburse the Omega Center on a monthly basis a sum equal to 57.14% of each monthly utility bill.

7. **REPAIR AND MAINTENANCE.** The Omega Center shall perform all routine repairs and maintenance necessary to maintain the facilities, driveways and parking areas located on the Subject Property. The City shall mow and maintain the grass and landscaping located on the Subject Property. The City shall also repair any damage to the Premises caused during its occupancy of the Premises.

8. **CARE OF PREMISES.** The Parties shall be solely responsible for cleaning the Premises after each Party's use of the Premises.

9. **ALTERATIONS AND IMPROVEMENTS.** The City shall make no alterations or improvements to the Premises without the Omega Center's written consent.

**10. CASUALTY AND LIABILITY INSURANCE.** The Parties, at their respective sole cost and expense, shall maintain for the benefit of themselves and the other Party, general liability insurance protecting the Parties against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect the Parties jointly and severally to the combined limit of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate each Party as additional insureds, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving the other Party a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by each Party, and a certificate of insurance shall be provided to each Party.

The Omega Center shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina

**11. DAMAGE OR DESTRUCTION.** In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of the Parties shall be as follows:

(a) If the Premises shall be damaged or destroyed so as to render the Premises untenable, the Omega Center shall use it's insurance proceeds to immediately commence reconstruction of the Premises. During such construction period, the term of this License shall be suspended and shall resume upon completion of such construction. Untenable shall mean that the improvements upon property of which the Premises are a part shall be damaged or destroyed by fire, the elements, or other causalty to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

(b) If the Premises are not rendered untenable by such damage or destruction, this License shall remain in full force and effect and the Omega Center shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. The City shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.



12. **DEFAULT.** If either Party shall fail to perform or comply with any of the agreements or covenants of this License and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this License.

13. **REMEDIES.** Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this License.

14. **QUIET POSSESSION.** The Omega Center agrees that the City shall, upon paying the consideration and performing the covenants of this License, quietly have, hold and enjoy the Premises during its periods of occupancy over the term of this License.

15. **SURRENDER OF POSSESSION.** Upon expiration of the term of this License, the City shall surrender the Premises to the Omega Center in as good condition as the same are at the beginning of the license term, reasonable wear and tear and casualty excepted.

16. **NOTICES.** All notices required to be given with respect to any matter pertaining to this License shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to the City or to the Omega Center at the following addresses:

\_\_\_\_\_  
Licensee  
City of New Bern  
Attn: Director of Public Works  
P.O. Box 1129  
New Bern, N.C. 28560

\_\_\_\_\_  
Licensor  
The New Bern Area Improvements Association, Inc.  
Attn: Kurtis Stewart, President  
800 Cedar Street  
New Bern, N.C. 28560

Either Party may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

17. **INDEMNIFICATION/LIMITATION OF LIABILITY.** To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims

Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of the City, its officers, public officials, agents, contractors, or employees, the City shall indemnify the Omega Center and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by the City of the Premises, unless the same is caused by the negligence or willful misconduct of the Omega Center. To the extent allowed by law, and as limited by all state and federal laws, and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of the Omega Center, its officers, agents, contractors, or employees, the Omega Center shall indemnify the City and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, unless the same is caused by the negligence or willful misconduct of the City.

**18. ENTIRE AGREEMENT.** This License contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

**19. BINDING EFFECT.** All the terms and conditions of this License shall be binding upon and shall apply and inure to the benefit of the parties hereto.

**20. CONSTRUCTION OF LICENSE.** In construing and interpreting this License, the following rules shall apply:

(a) This License shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.

(b) Pronouns used in this License importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.

(c) Pronouns, verbs and/or other words used in this License importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

(d) Paragraph headings appearing in this License are for purposes of easy reference and shall be considered a part of this License and shall in no way modify, amend, or affect the provisions thereof.

**21. GOVERNING LAW.** This License shall be construed and interpreted in accordance with the laws of the State of North Carolina.

{Continued to Next Page}

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and the President of The New Bern Area Improvements Association, Inc. has executed or caused this document to be duly executed, all as of the day and year first above written.

LICENSEE:

**CITY OF NEW BERN**

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

ATTEST:

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

(CORPORATE SEAL)

LICENSOR:

**THE NEW BERN AREA IMPROVEMENTS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Kurtis Stewart, President

[SEAL]



NORTH CAROLINA  
CRAVEN COUNTY

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

WITNESS my hand and notarial seal, this the \_\_\_\_ day of March, 2024.

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

My Commission Expires:

\_\_\_\_\_

NORTH CAROLINA  
CRAVEN COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: KURTIS STEWART.

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

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
Notary's printed or typed name

My commission expires: \_\_\_\_\_

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Accept ARP funds from the State Fiscal Recovery Fund for Water/Wastewater Infrastructure

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The City has received an American Rescue Plan Act (ARPA) Funding Offer letter from the NC Department of Environmental Quality, Division of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII) grant in the amount of \$4,149,360. This letter requires the Board of Alderman adopt a resolution accepting the ARPA grant
<b>Actions Needed by Board:</b>	Adopt Resolution
<b>Backup Attached:</b>	Memo; Resolution
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk  
Kimberly A. Ostrom  
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen

FROM: Kim Ostrom – Finance Director

DATE: March 01, 2024

RE: Consider Adopting a Resolution Accepting the NC Department of Environmental Quality, Division of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII) grant.

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In September 2022, the City of New Bern applied for an American Rescue Plan Act (ARPA) Local Assistance for Stormwater Infrastructure Investments (LASII) Stormwater Construction Grant that will be administered by the State of North Carolina Department of Environmental Quality, Division of Water Infrastructure (NCDEQ – DWI). The City requested \$4,149,360 to construct a stormwater wetlands area which will mitigate flooding and improve water quality in the Duffyfield area. The City received a Letter of Intent to Fund from NCDEQ-DWI dated March 23, 2023.

The City has received an ARPA Funding Offer letter dated February 20, 2024. This letter requires the Board of Alderman adopt a resolution accepting the ARPA grant fund in the amount of \$4,149,360.

## RESOLUTION

**WHEREAS**, The American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or stormwater infrastructure needs, and

**WHEREAS**, The North Carolina Department of Environmental Quality, Division of Water Infrastructure has offered LASII ARPA funding in the amount of \$4,149,360 to perform the work detailed in the submitted application, and

**WHEREAS**, the City of New Bern intends to perform said project in accordance with the agreed scope of work,

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

That the City does hereby accept the ARPA grant offer of \$4,149,360; and

That the City of New Bern does hereby give assurance to the North Carolina Department of Environmental Quality, Division of Water Infrastructure that any *Conditions or Assurances* contained in the *Funding Offer and Acceptance* (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (state), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and

That the City Manager is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

ADOPTED THIS 12<sup>th</sup> DAY OF MARCH 2024.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund

<b>Date of Meeting:</b> 3/12/2024	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The ordinance amends the Drainage Improvements Project Fund to acknowledge the NC Department of Environmental Quality, Division of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) of \$4,149,360.
<b>Actions Needed by Board:</b>	Adopt Ordinance Amendment
<b>Backup Attached:</b>	Memo; Ordinance Amendment
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

Aldermen

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager

Brenda E. Blanco  
City Clerk

Kimberly A. Ostrom  
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen

FROM: Kim Ostrom – Finance Director

DATE: March 01, 2024

RE: Amendment to Drainage Improvements Project Fund

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**Drainage Improvements Project Fund**

The Drainage Improvements Project Fund will be amended to recognize a North Carolina Department of Environmental Quality, Division of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) received by the City in the amount of \$4,149,360. The funds will be utilized for the Duffyfield Community Stormwater Enhancement Project.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on March 12, 2024.

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE**  
**Drainage Improvements Project Fund**

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

Section 1. That Section 3 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional appropriations.

Increase: Stormwater Improvements \$4,149,360

Section 2. That Section 4 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize grant revenue from the North Carolina Department of Environmental Quality, Division of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA).

Increase: Grant Revenues \$4,149,360

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 12<sup>TH</sup> DAY OF MARCH 2024.

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

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