# CITY OF NEW BERN BOARD OF ALDERMEN MEETING JUNE 25, 2019 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Kinsey. Pledge of Allegiance.
- 2. Roll Call.

# Consent Agenda

- 3. Consider Adopting a Resolution Calling for a Public Hearing to Rezone Properties in Martin Marietta Park Identified as Tax Parcel Numbers 8-244-033, 8-242-096, 8-244-4000, 8-242-9000, 8-244-2000 and 8-244-021 from I-1 and I-2 Industrial Districts to R-10 Residential District.
- 4. Approve Minutes.

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- 5. Discussion of Dangerous Animals.
- 6. Consider Adopting a Resolution Approving an Audit Contract with Thompson, Price, Scott & Adams for Fiscal Year Ending June 30, 2019.
- 7. Consider Adopting a Resolution Approving a Lease Agreement with State Employees Credit Union for ATM Located in the Parking Lot at the Corner of Pollock and Craven Streets.
- 8. Consider Adopting a Resolution Approving a Lease Agreement with the Area Day Reporting Program for Youth for Property Located at 500 Fort Totten Drive.
- 9. Consider Adopting a Resolution Approving a Lease Agreement with Habitat for Humanity of Greater New Bern NC for Property Located at 920 George Street.
- 10. Consider Adopting a Resolution Authorizing the City of New Bern Parks and Recreation Department to Solicit Fund Donations for Kidsville 2.0.
- 11. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.
- 12. Consider Adopting an Ordinance to Amend Chapter 74 "Utilities" of the Code of Ordinances.
- 13. Consider Adopting an Ordinance to Amend the Hurricane Florence Grant Project Fund.

- 14. Consider Adopting an Amendment to the FY2018-19 Budget Ordinance Amendment Dated April 23, 2019 and Identified as Ordinance #19-011.
- 15. Consider Adopting a Budget Ordinance to Amend the FY2018-19 Operating Budget for Various Funds.
- 16. Appointment(s).
- 17. Attorney's Report.
- 18. City Manager's Report.
- 19. New Business.
- 20. Closed Session.
- 21. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL 639-7501 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

#### Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



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

Mark A. Stephens City Manager

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager August 6/20/19

Date: June 20, 2019

Re: June 25, 2019 Agenda Explanations

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Kinsey. Pledge of Allegiance.
- 2. Roll Call.

### Consent Agenda

3. Consider Adopting a Resolution Calling for a Public Hearing to Rezone Properties in Martin Marietta Park Identified as Tax Parcel Numbers 8-244-033, 8-242-096, 8-244-4000, 8-242-9000, 8-244-2000 and 8-244-021 from I-1 and I-2 Industrial Districts to R-10 Residential District.

(Ward 5) The City of New Bern Parks and Recreation Department has requested to rezone approximately 294+/- acres from I-1 and I-2 Industrial Districts to R-10 Residential District. The subject property is located in Martin Marietta Park and is identified as Tax Parcels 8-244-033, 8-242-096, 8-244-4000, 8-242-9000, 8-244-2000 and 8-244-021. It is requested a public hearing be called for July 9, 2019 to receive comment on this request. A memo from Morgan Potts, City Planner, is attached along with a map of the subject properties.

4. Approve Minutes.

Minutes from the June 11, 2019 regular meeting are provided for review and approval.

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5. Discussion of Dangerous Animals.

Chapter 6 of the Code of Ordinances addresses dangerous and potentially dangerous dogs. Section 6-14(k) of the Code requires that a licensed veterinarian and an appeal board be appointed by the Board of Aldermen to make determinations as to dangerous animals. At least one incident involving a potentially dangerous dog has occurred recently.

6. Consider Adopting a Resolution Approving an Audit Contract with Thompson, Price, Scott & Adams for Fiscal Year Ending June 30, 2019.

At its May 28, 2019 meeting, the Board voted to enter into an audit contract with Thompson, Price, Scott, Adams & Co., P.A. for audit contract services for Fiscal Year Ending June 30, 2019. The fee to provide these services will be \$34,500. The Board is asked to consider adopting a resolution to approve the contract, a copy of which is provided. A memo from J.R. Sabatelli, Director of Finance, is attached.

7. Consider Adopting a Resolution Approving a Lease Agreement with State Employees Credit Union for ATM Located in the Parking Lot at the Corner of Pollock and Craven Streets.

(Ward 1) The State Employee's Credit Union has requested renewal of the lease agreement for the ATM currently located in the City's parking lot at 302 Craven Street. This ATM provides a needed service for those who live and work in the downtown area. The proposed lease term is for a period of 12 months beginning July 1, 2019, at a rate of \$225.00 a month. A memo from Matt Montanye, Director of Public Works, is attached.

8. Consider Adopting a Resolution Approving a Lease Agreement with the Area Day Reporting Program for Youth for Property Located at 500 Fort Totten Drive.

(Ward 1) The Area Day Reporting Program for Youth, which is a nonprofit corporation, has requested renewal of the lease agreement for the property located at 500 Fort Totten Drive. The proposed lease term is for a period of 12 months beginning on July 1, 2019, at a rate of \$1.00 a year. A memo from Mr. Montanye is attached.

9. Consider Adopting a Resolution Approving a Lease Agreement with Habitat for Humanity of Greater New Bern NC for Property Located at 920 George Street.

(Ward 1) Habitat for Humanity of Greater New Bern NC has requested renewal of the lease agreement for the property located at 920 George Street. The proposed lease term is for a period of 12 months beginning on July 1, 2019, at a rate of \$1.00 a year. A memo from Mr. Montanye is attached.

# 10. Consider Adopting a Resolution Authorizing the City of New Bern Parks and Recreation Department to Solicit Fund Donations for Kidsville 2.0.

(Ward 2) The Board of Aldermen has previously appropriated funds for the replacement of Kidsville. Plans to rebuild the playground have been obtained, and Parks and Recreation desires to solicit fund donations and sponsorship opportunities. The proposed resolution will authorize this solicitation and community involvement. A memo from J.R. Sabatelli, Director of Finance, is attached.

# 11. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.

On May 28, 2019, the Board adopted a fee schedule to be effective July 1, 2019. That schedule inadvertently omitted some of Parks and Recreation's fees. The schedule has been amended to include these omissions. Additionally, it is revised to expand the returned check fee to include any type of returned payment, regardless of the method used to remit the payment (i.e. bank drafts, etc.). A memo from Mr. Sabatelli is attached.

# 12. Consider Adopting an Ordinance to Amend Chapter 74 "Utilities" of the Code of Ordinances.

At the retreat on January 26, 2019, the Board voted to eliminate the Stormwater Fund and implement a revenue-neutral property tax rate for Fiscal Year 2019-20 to replace the stormwater fee revenue. The proposed ordinance will amend Chapter 74 by repealing the stormwater utility and fees. A memo from Mr. Sabatelli is attached.

# 13. Consider Adopting an Ordinance to Amend the Hurricane Florence Grant Project Fund.

On October 9, 2018, a project fund was created for Hurricane Florence grants. The fund was amended on December 11, 2018 to increase the estimated revenues. It is again necessary to amend the fund to reflected additional estimated revenues that are needed to continue recovery efforts and account for staff efforts during the event. The amendment will increase the budget by \$7 million. A memo from Mr. Sabatelli is attached.

# 14. Consider Adopting an Amendment to the FY2018-19 Budget Ordinance Amendment Dated April 23, 2019 and Identified as Ordinance #19-011.

On April 23, 2019 a budget ordinance amendment was adopted to advance repayment of the installment purchase debt for Phase I of the ERP. It also acknowledged grant funds from the Governors Highway Safety Program ("GHSP") and matching funds from the City for the purchase of a traffic enforcement vehicle. That amendment contained a typographical error in Section 2 – Estimated

Revenues. The funds relating to the GHSP grant item were listed as "Schedule E – Electric Fund" when they should have been listed as "Schedule K- Grants Fund". The attached amendment will correct this error. A memo from Mr. Sabatelli is attached.

# 15. Consider Adopting a Budget Ordinance to Amend the FY2018-19 Operating Budget for Various Funds.

The final budget ordinance for FY2018-19 ensures all projected expenditures have sufficient funds, and it realigns revenues to equal the appropriations. With regard to the General Fund, amendments are made to redistribute funds within the divisions of Public Works, acknowledge the transfer required to close the Stormwater Fund, and increase estimated revenues for PILOT transfers from the utility funds. The Electric, Water and Sewer funds are amended to meet the actual PILOT due. Further, the Electric Fund is amended to redistribute funds within various divisions, increase power supply costs, and establish a transfer from the Rate Stabilization Fund. The Water and Sewer Funds are also amended to allocate the estimated system development fees to the respective Capital Reserve Funds, and the Capital Reserve Funds are adjusted to recognize the increases.

The Employees' Benefit Insurance Fund is amended to cover additional costs for health and workers compensation claims. The Grants Fund is amended to provide for rollovers from Fiscal year 2017-18 and the new Bullet-Proof Vest Grant of \$5,770. A memo from Mr. Sabatelli is attached.

## 16. Appointment(s).

- (a) Carol Williams' second term on the Planning and Zoning Board has expired, and she is ineligible for reappointment. Alderwoman Harris is requested to make a new appointment to fill this vacancy. The new appointee shall serve a threeyear term.
- (b) Anne Schout resigned from her seat as an alternate on the Board of Adjustment effective March 1, 2019. Alderman Kinsey is asked to make an appointment to fill the remainder of Mrs. Schout's term, which will expire on November 12, 2021.
- (c) David Griffith's term on the Historic Preservation Commission expired May 15, 2019. He has served two consecutive terms and is not eligible for reappointment. Mayor Outlaw is asked to make an appointment to fill this seat. The new appointee will serve a three-year a term.
- (d) Jon Skinner's term on the Police Civil Service Board will expire on June 30, 2019. He is not eligible for reappointment, as appointees cannot serve more than one consecutive term. Alderman Aster is asked to make a new appointment to fill this seat. The appointee will serve a two-year term. The requirements of this position are outlined in the attached memorandum.

- (e) Craig Badder's term on the Police Civil Service Board will expire on June 30, 2019. He is not eligible for reappointment, as appointees cannot serve more than one consecutive term. Alderman Kinsey is asked to make a new appointment to fill this seat. The appointee will serve a two-year term. The requirements of this position are outlined in the attached memorandum.
- (f) Kip Peregoy's term on the Board of Adjustment expires on June 30, 2019, and he is eligible for and desires reappointment. Alderman Bengel is requested to consider reappointing Mr. Peregoy or make a new appointment to serve a three-year term.
- (g) Peter Walker has resigned from the Board of Adjustment. Alderman Aster is asked to make a new appointment to fill this seat. The appointee will serve a three-year term, as Mr. Walker's term would expire on June 30, 2019.
- (h) Steve Strickland resigned from his seat on the Board of Adjustment. Alderman Best is asked to appoint someone to fill this seat. The appointee will serve a three-year term, as Mr. Strickland's term would expire on June 30, 2019.
- (i) John Riggs' term on the Board of Adjustment expires on June 20, 2019, and he is eligible for and desires reappointment. Alderman Odham is requested to consider reappointing Mr. Riggs or make a new appointment to serve a three-year term.
- 17. Attorney's Report.
- 18. City Manager's Report.
- 19. New Business.
- 20. Closed Session.
- 21. Adjourn.

# **AGENDA ITEM COVER SHEET**

Agenda Item Title:  Consider Adopting a Resolution to Call for a public hearing to rezone Craven County Parcel ID #s 8-244-021, 8-033	3-2000, 4000, & 8-242-096 & 9000 from I-1/2 Inclustrial Districts to R-10 Residential District.
Date of Meeting 06/25/2019	Ward # if applicable Ward 5
<b>Department</b> Development Services	Person Submitting Item: Morgan Potts
Call for Public Hearing  Yes  No	Date of Public Hearing 7/9/2019
Explanation of Item:	
rezone Craven County Parcel ID #'s 8	ires the governing body to hold a public hearing to -244-021, 8-033-2000, 4000, & 8-242-096 & 9000 from dential District. The parcels consist of 294 +/- acres, and
Actions Needed by Board:	
To consider adopting a resolution to ca	all for a public hearing on July 9, 2019.
Is item time sensitive? ✓ Yes □ No	
Will there be advocates/opponents a	at the meeting? ✓ Yes □ No
Backup Attached:	
Staff Memo, Analysis, Site Map, & Re	solution.
Cost of Agenda Item: 0	
If this item requires an expenditure, certified by the Finance Director :	has it been budgeted and are funds available and Yes No
Additional notes:	
The Planning & Zoning Board unanim rezoning.	ously (6-0) recommended approval of the proposed



Development Services 303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7581

# **MEMORANDUM**

**TO:** Mayor Outlaw

City of New Bern Board of Aldermen

**FROM:** Morgan Potts, AICP

City Planner

**DATE:** June 13, 2019

**SUBJECT:** Call for a Public Hearing to consider a rezoning request for Craven County Parcel ID #'s 8-244-021, 8-033-2000, 4000, & 8-242-096 & 9000 from I-1/I-2 Industrial Districts to R-10 Residential District.

#### **Background**

The Board of Aldermen is requested to consider calling for a public hearing to be held on July 9, 2019, at 6:00 p.m., or as soon thereafter as possible, to consider a request by the City of New Bern Parks & Recreation Department, to rezone approximately 294 +/-acres from I-1/I-2 Industrial Districts to R-10 Residential District, which are further identified as Craven County Parcel ID #'s 8-244-021, 8-033-2000, 4000, & 8-242-096 & 9000. The parcels are located in Ward 5.

#### Recommendation

Call for a public hearing to be held on July 9, 2019 at 6:00 p.m. to consider a request by the City of New Bern Parks & Recreation Department, to rezone approximately 294 +/-acres from I-1/I-2 Industrial Districts to R-10 Residential District, which are further identified as Craven County Parcel ID #'s 8-244-021, 8-033-2000, 4000, & 8-242-096 & 9000.

Please contact Morgan Potts at 639-7583 should you have questions or need additional information.

## **RESOLUTION**

THAT WHEREAS, the City of New Bern desires to hold a public hearing to receive public comments on a request to rezone six parcels consisting of 294+/- acres from I-1/I-2 Industrial Districts to R-10 Residential. The parcels are located to the west of Glenburnie Road and to the south of Windy Trail, and to the north of Neuse Boulevard. The properties are further identified as Craven County Parcel ID's 8-244-021,8-244-033, 8-244-2000, 8-244-4000, 8-242-096 and 8-242-9000.

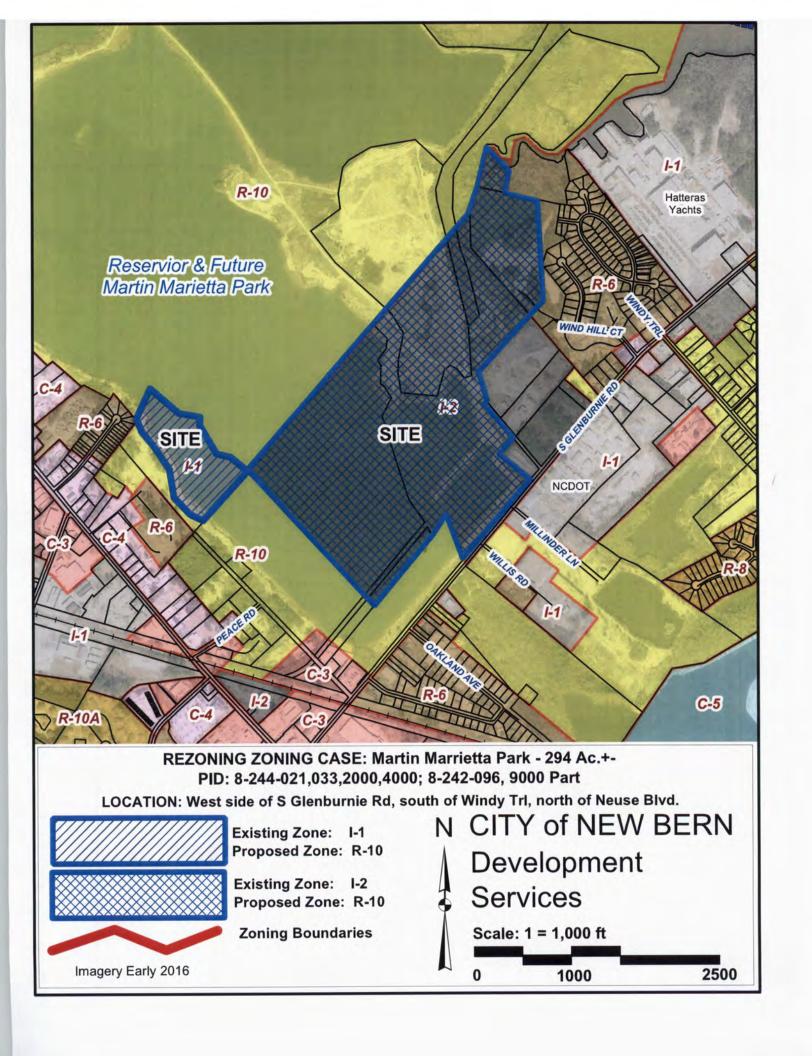
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m., or as soon thereafter as the matter may be reached, on July 9, 2019 in the City Hall Courtroom in the City of New Bern for public discussion on a request to rezone six parcels consisting of 294+/- acres from I-1/I-2 Industrial Districts to R-10 Residential. The parcels are located to the west of Glenburnie Road and to the south of Windy Trail and the north of Neuse Boulevard. The properties are further identified as Craven County Parcel ID's 8-244-021, 8-244-033, 8-244-2000, 8-244-4000, 8-242-096, and 8-242-9000.

ADOPTED THIS 26th DAY OF JUNE, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



# **AGENDA ITEM COVER SHEET**

Discussion to appoint a Licensed Veterinarian and an appellate board.

**Agenda Item Title:** 

Date of Meeting June 25, 2019	Ward # if applicable N/A
Department Police	Person Submitting Item: Chief Toussaint E. Summers, Jr.
Call for Public Hearing Yes VNo	Date of Public Hearing
Explanation of Item:	
vicious, dangerous or potentially dangerous do	and an appellate board by Code Section 6-14K for declaration of a eg. At least one such recent incident has occurred involving a potentially entially dangerous dog. The existing ordinance requires that a vet and Aldermen to make determinations as to dangerous animals.
Actions Needed by Board:	
Consider appointments	
Is item time sensitive? Ves N	o
Will there be advocates/opponents	at the meeting?□Yes ☑No
Backup Attached:	
Cost of Agenda Item: \$0.00	
_	, has it been budgeted and are funds available and Yes No
Additional notes:	

# **AGENDA ITEM COVER SHEET**

Agenua Item Title	Agenda Item Tit	ıе	3
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Consider Adopting a Resolution Approving Audit Contract for Fiscal Year Ending June 30, 2019

Date of Meeting 6/25/19	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA, Director of Finance
Call for Public Hearing Yes V No	Date of Public Hearing
Explanation of Item:	
The Board wishes to contract with The audit for the Fiscal Year Ending June	ompsan, Price, Scott, Adams & Co., P.A. to perform the 30, 2019. The fee to conduct this audit is \$34,500.
Actions Needed by Board: Adopt resolution and authorize execut	tion of contract to audit accounts.
Is item time sensitive? ✓ Yes ☐ No Will there be advocates/opponents a	
Backup Attached:	
Memo, Resolution, Contract to Audit	Accounts
Cost of Agenda Item: \$34,500	
If this item requires an expenditure, certified by the Finance Director :	has it been budgeted and are funds available and Yes No
Additional notes:	



Office of the Director of Finance

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

FROM: JR Sabatelli, CPA - Director of Finance

DATE: June 4, 2019

RE: Fiscal Year Ending June 30, 2019 Audit Contract

# **Background**

North Carolina General Statutes (G.S.) 159-34 requires each governmental until to have an annual independent audit and specifies the general terms and conditions of the audit. The firm of Mauldin & Jenkins, LLC performed our audit for Fiscal Year Ending June 30, 2019.

At its regular meeting on May 28, 2019, the Board of Aldermen decided to proceed with Thompson, Price, Scott, Adams & Co., P.A. at a price of \$34,500.

## **Requested Action**

The Board adopt a resolution naming Thompson, Price, Scott, Adams & Co. as the audit firm for the City of New Bern for fiscal year ending June 30, 2019, and authorize the Mayor to execute a contract for the same.

**RESOLUTION** 

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

**BERN:** 

That the "Contract to Audit Accounts" by and between the City of New Bern and

Thompson, Price, Scott, Adams and Co., P.A., a copy of which is attached hereto and

incorporated herein by reference, be and the same is hereby approved, and the Mayor

be and he is hereby authorized and directed to execute the same in duplicate originals

for and on behalf of the City.

ADOPTED this 25th day of June, 2019.

DAMA E CUTI ANY MAYOR

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

(SEAL)

The	Governing Board
	BOARD OF ALDERMAN
of	Primary Government Unit
	CITY OF NEW BERN
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A
	Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)
and	Auditor Name
	THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19
		<del></del>

Must be within four months of FYE

1626 SOUTH MADISON STREET, WHITEVILLE, NC 28472

#### hereby agree as follows:

- 1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
- 2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

- 3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 §600.42.
- 4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
- 5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

- 6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
- 7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the AICPA Professional Standards (Clarified). The Auditor shall file a copy of that report with the Secretary of the LGC.
- 8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

- 9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).
- 10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
- 11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
- 12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.
- 13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

- 15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
- 16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
- 17. Special provisions should be limited. Please list any special provisions in an attachment.
- 18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
- 19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
- 20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
- 21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
- 22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
- 23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
- 24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

- 25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
- 26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
- 27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.
- 28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

#### **FEES FOR AUDIT SERVICES**

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

#### **PRIMARY GOVERNMENT FEES**

Primary Government Unit	CITY OF NEW BERN	
Audit	\$31,000	
Writing Financial Statements	\$3,500	
All Other Non-Attest Services	<b>\$</b> <sub>0</sub>	
75% Cap for Interim Invoice Approval	<b>\$</b> 25,875.00	

#### DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

#### SIGNATURE PAGE

### **AUDIT FIRM**

Audit Firm	
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed) ALAN W. THOMPSON	Signature/
Date 06/03/19	Email Address alanthompson@tpsacpas.com
00/03/17	aranurompson(w) psacpas.com

### **GOVERNMENTAL UNIT**

Governmental Unit CITY OF NEW BERN	
Date Primary Government Unit Governing Board App	proved Audit Contract (Ref. G.S. 159-34(a) or G.S. 115C-447(a))
Mayor/Chairperson (typed or printed) DANA OUTLAW, MAYOR	Signature
Date	Email Address
June 25, 2019	OutlawD@newbernnc.gov

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

# GOVERNMENTAL UNIT - PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

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

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

Primary Governmental Unit Finance Officer (typed or printed)	Signature
JOSEPH SABATELLI	
Date of Pre-Audit Certificate	Email Address
	sabatellij@newbernnc.gov



# Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398 1626 S Madison Street Whiteville, NC 28472 Telephone (910) 642-2109 Fax (910) 642-5958

Alan W. Thompson, CPA R. Bryon Scott, CPA Gregory S. Adams, CPA

CERTIFIED PUBLIC ACCOUNTANTS CONSULTANTS AND TAX ADVISORS

June 3, 2019

City of New Bern PO Box 1129 New Bern, NC 28562

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the City of New Bern for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of New Bern as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of New Bern's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of New Bern's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's discussion and analysis.
- 2. Changes in Total OPEB Liability and Related Ratios
- 3. Changes in Total Pension Liability- LEOSSA
- 4. Schedule of the Proportionate Share of the Net Pension Liability and Schedule of Contributions LGERS

We have also been engaged to report on supplementary information other than RSI that accompanies City of New Bern's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1. Schedule of Expenditures of Federal and State Awards.
- 2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Comprehensive Annual Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of City of New Bern. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of New Bern's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of New Bern's major programs. The purpose of these procedures will be to express

an opinion on City of New Bern's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of City of New Bern in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

# Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2019.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes

and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Joey Fuqua), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines,

working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parities may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit by approximately June 17, 2019 and to issue our reports no later than October 31, 2019. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$34,500. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

We appreciate the opportunity to be of service to the City of New Bern and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Alan W. Thompson, CPA

Thompson, Price, Scott, Adams & Co., P.A.

# This letter correctly sets forth the understanding of the City of New Bern. Management signature: Title: Director of Finance June 25, 2019 Governance signature: Title: Mayor June 25, 2019

CC: Board of Alderman

Date:

RESPONSE:

# **AGENDA ITEM COVER SHEET**

# **Agenda Item Title:** Consider adopting a resolution approving lease agreement with State Employee's Credit Union for ATM located in parking lot located at 302 Craven Street. **Date of Meeting** 6/25/2019 Ward # if applicable Ward 1 If multiple, list: Person Submitting Item: Matt Montanye, Dir of PW **Department** Public Works **Date of Public Hearing** Call for Public Hearing No **Explanation of Item:** Consider adopting resolution approving a lease renewal agreement with State Employee's Credit Union for ATM located in parking lot located at 302 Craven Street. **Actions Needed by Board:** Consider approving lease Is item time sensitive? Yes Will there be advocates/opponents at the meeting? No Backup Attached: Memo Letter of Request Lease Agreement Resolution Cost of Agenda Item: N/A If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director: Select... Additional notes:



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129
Phone: (252) 639-7501
Fax: (252) 636-1848

June 13, 2019

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: Consider adopting resolution approving lease agreement with State Employee's

Credit Union for ATM in parking lot located at 302 Craven Street.

## **Background Information:**

The State Employee's Credit Union, a North Carolina non-profit corporation, has requested a renewal of lease agreement for the ATM that is currently located in the city's parking lot at 302 Craven Street (parcel# 8-002-A-220). The proposed lease agreement would be renewed for a period of twelve (12) months effective July 1, 2019, for a sum of \$225.00 per month.

### Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement.

Enclosures

### **RESOLUTION**

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

That the Lease Agreement dated June 25, 2019, by and between the City of New Bern and State Employees Credit Union, 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 for and on behalf of the City.

ADOPTED THIS 25th DAY OF JUNE, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

#### STATE OF NORTH CAROLINA

#### **COUNTY OF CRAVEN**

#### LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 25<sup>th</sup> day of June, 2019, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and STATE EMPLOYEES' CREDIT UNION ("Lessee"), a North Carolina non-profit corporation, North Carolina.

### WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 302 Craven Street in City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-002-A-220 ("Subject Property"); and

WHEREAS, Lessee is a North Carolina non-profit corporation which was chartered for the express purpose of operating a credit union; and

WHEREAS, the Lessor has agreed that the Lessee may lease a portion of the Subject Property for the operation of an automated teller machine, subject to the terms and conditions established herein, said portion being more specifically described in Exhibit A (the "Premises"); and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the lease; and

WHEREAS, the parties have agreed upon the terms of a one (1) year lease with options to extend the term, and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth:

- 1. The term of this Lease shall be for a period of twelve (12) months commencing at 12:01 a.m. on July 1, 2019, and terminating at midnight on June 30, 2020.
- 2. During the term of this Lease, the Lessee shall be responsible for maintaining the Premises and all fixtures located thereon so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease. Prior to commencing any repairs to the exterior of the Premises, the Lessee shall receive the Lessor's written authorization to proceed with such repairs. All repairs initiated by the Lessee

shall be completed to the Lessor's satisfaction. At the expiration of the term of this Lease Agreement, Lessee shall be responsible for removing all fixtures from the Premises and restoring the Premises to a condition consistent with the parking lot located on the Subject Property.

- 3. During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with maximum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to anyone person; Lessee shall also maintain excess liability coverage with a per occurrence limit of One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 4. If the Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume.
- 5. As rental for the Premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of Two Hundred Twenty-five Dollars (\$225.00) per month during the term of the lease, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to City of New Bern, P.O. Box 1129, New Bern, NC 28563.
- 6. The Lessee agrees to utilize the Premises exclusively for the operation of an automated teller machine, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 7. The Lessee shall make no substantial modification to the exterior the improvements located on said Premises without the prior written consent of the Lessor.
- 8. If the whole of the Premises, or such portion thereof as will make the Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 9. All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.

- 10. Lessee shall not assign this Lease nor sublet any part of the demised property without written consent of the Lessor.
- 11. It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (l0) days, Lessor may, at its option, at any time during such default, declare this Lease Agreement terminated and canceled and take possession of said Premises, and require the Lessee to remove the structure from the Premises and restore the Premises to their former condition.
- 12. Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the Premises by Lessee.
- shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 14. If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15. All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

City Of New Bern Post Office Box 1129 New Bern, NC 28563

and to Lessee at:

State Employees' Credit Union Post Office Box 26807 Raleigh, NC 27611

16. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina

- 17. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18. This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, all by authority duly given of its Board of Aldermen; and STATE EMPLOYEES' CREDIT UNION has caused this document to be executed by its Senior Vice President and attested by its Secretary, all by authority duly given by its Board of Directors, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF NEW BERN

## 

ATTEST:	
BRENDA E. BLANCO, CIT	Y CLERK
	STATE EMPLOYEES CREDIT UNION

[SEAL]

[SEAL]	By:	
<u></u>	SENIOR VICE PRESIDENT	
ATTEST:		

SECRETARY	

#### STATE OF NORTH CAROLINA

# COUNTY OF CRAVEN

I,	who, being by me duly sworn, says that he is the y Clerk of the City of New Bern, the municipal pregoing instrument; that he knows the common ixed to the foregoing instrument is said common as subscribed thereto by the said Mayor; that the poard of Aldermen of said municipal corporation;
WITNESS my hand and notarial seal, this _	day of June, 2019.
	Notary Public
My commission expires:	
STATE OF NORTH CAROLINA	
COUNTY OF CRAVEN	
This is to cortify that on the day of	of April, 2013, before me personally appeared
	I am personally acquainted, who, being by me
duly sworn, says that he/she is Senior Vice President of STATE EMPLOYEES CREDIT UNION, and	ent and is the Secretary
is the corporate seal of the said corporation, and	that said instrument was signed and sealed by
him/her on behalf of the said corporation by its a	uthority duly given, and that said instrument is
the act and deed of said corporation.	
WITNESS my hand and notarial seal, this _	day of, 2019.
	Notary Public
	110tm y 1 dollo
My commission expires:	

#### **EXHIBIT A**

Commencing at the intersection of the eastern right-of-way line of Craven Street with the northern right-of-way line of Pollock Street; thence in a northerly direction along and with the eastern right-of-way line of Craven Street 24.5 feet; thence in an easterly direction parallel with the northern right-of-way line of Pollock Street 46.0 feet to the point of beginning; thence in a northerly direction parallel with the eastern right-of-way line of Craven Street 14.0 feet; thence in an easterly direction parallel with the northern right-of-way line of Pollock Street 14.0 feet; thence in a southerly direction parallel with the eastern right-of-way line of Craven Street 14.0 feet; thence in a westerly direction parallel with the northern right-of-way line of Pollock Street 14.0 feet; thence in a westerly direction parallel with the northern right-of-way line of Pollock Street 14.0 feet; thence in a westerly direction parallel with the northern right-of-way line of Pollock Street 14.0 feet to the point of beginning. (See Exhibit B attached hereto.)

June 13, 2019

Mr. Matt Montanye City Of New Bern Public Works Department P O Box 1129 New Bern NC 28563

RE: State Employees' Credit Union ATM Lease

Dear Mr. Montanye:

We would like to renew the lease for our ATM located at 226 Pollock Street. We would like to renew the lease for one year term, \$225 a month.

Thank you for your consideration of our request. If you need additional information, please feel free to contact me at 252-636-1818.

Doth D Docto

Vice President/City Officer

#### **AGENDA ITEM COVER SHEET**

#### **Agenda Item Title:**

Consider ado Program for \ City of New B	outh for the property I	ring lease agreement with Area Day Reporting located at 500 Fort Totten Drive and owned by the
Date of Meeti	ng 6/25/2019	Ward # if applicable Ward 1  If multiple, list:
Department	<u>Public Works</u>	Person Submitting Item: Matt Montanye, Director of P
Call for Public	: Hearing No	Date of Public Hearing
<b>Explanation</b> o	f Item:	
Consider ado	pting resolution approv Youth for the property l	ring lease agreement with Area Day Reporting located at 500 Fort Totten Drive and owned by the
Actions Need	ed by Board:	
Consider appro	oving resolution	
	sensitive? <u>Yes</u> advocates/opponents hed:	at the meeting? No
Memo		
Letter of Requ	est	
Lease Agreem	ent	
Resolution		
Cost of Agend	da Item: N/A	
	equires an expenditure he Finance Director : <u>S</u>	e, has it been budgeted and are funds available and elect
Additional no	tes:	



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129
Phone: (252) 639-7501
Fax: (252) 636-1848

June 13, 2019

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: Consider adopting resolution approving lease agreement with Area Day

Reporting Program for Youth for the property located at 500 Fort Totten Drive

and owned by the City of New Bern.

#### **Background Information:**

Area Day Reporting Program for Youth has requested renewal of lease agreement between the City of New Bern and Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive be renewed. The proposed lease agreement would be effective July 1, 2019, for a period of 12 months (1 year) at a rate of \$1.00 per year.

#### Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement. If you have any questions concerning this matter, please feel free to contact me directly.

Enclosures

Cc: Scott Davis, City Attorney

**RESOLUTION** 

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

BERN:

That the Lease Agreement dated June 25, 2019 by and between the City of New Bern and

Area Day Reporting Program for Youth, 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 for and on behalf of the City.

ADOPTED THIS 25<sup>th</sup> DAY OF JUNE, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

THIS LEASE AGREEMENT is made and entered into as of the 25<sup>th</sup> day of June, 2019, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and AREA DAY REPORTING PROGRAM FOR YOUTH ("Lessee"), a North Carolina non-profit corporation, collectively referred to as the "Parties."

#### WITNESSETH:

THAT WHEREAS, the Lessor owns the facility located at 500 Fort Totten Drive in the City of New Bern (the "Premises"), said facility being located on real property acquired by the Lessor by deed appearing of record in the office of the Register of Deeds of Craven County in Book 478, at Page 357; and

WHEREAS, the Lessor has agreed that the Lessee may lease the Premises for the purpose of operating a youth program; and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth:

- 1. This term of this Lease shall be for a period of twelve (12) months commencing at 12:01 a.m. on July 1, 2019, and terminating at midnight on June 30, 2020.
- 2. During the term of this Lease, the Lessee shall be responsible for maintaining and repairing both the interior and exterior of the Premises so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease.
- 3. The Lessor shall maintain hazard insurance on the improvements located on the Premises, including contents owned by Lessor, in such amount as Lessor may determine in its

sole discretion. Lessor shall also maintain general liability insurance in such amount as it deems necessary to protect the City of New Bern. The Lessee shall pay to the Lessor on or before October 1, 2019, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, but no more than the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Subject Property, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), so long as the City of New Bern is a named insured therein. In such event, the Lessee shall provide the Lessor with a Certificate of Insurance.

- 4. Should the Premises be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Premises, and, should it elect not to repair or replace, this Lease shall thereupon terminate, (unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Premises and proceeds to do so within ninety (90) days of the loss.
- 5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, with payment to be made contemporaneously with the execution of this Lease.
- 6. The Lessee agrees to utilize the subject facility to foster the purposes of operating a youth program in the City of New Bern.
- 7. The Lessee shall make no substantial modification of the improvements located on said Premises without the prior written consent of the Lessor.
- 8. It is expressly agreed that all alterations and additions that are made by Lessee to the Premises during the term of this Lease shall be and become a permanent part of the real estate and, as such, the property of the Lessor. It is agreed, however, that all personal property placed in and about the Premises by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease. All other improvements shall be considered a part of the real estate.
- 9. Lessee shall make timely payment of all utility bills presented to Lessee by the City of New Bern.
  - 10. Lessee shall not assign this Lease nor sublet any part of the demised property

without written consent of the Lessor.

11. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and cancelled and take possession of said Premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said Premises or sent by certified mail to the Lessee at the following address:

Area Day Reporting Program for Youth 500 Fort Totten Drive New Bern, NC 28560

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, and Lessee has caused this instrument to be executed in its corporate name by its President, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

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

Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

AREA DAY REPORTING PROGRAM FOR YOUTH [SEAL]

A North Carolina Nonprofit Corporation

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

President

#### STATE OF NORTH CAROLINA

#### COUNTY OF CRAVEN

I,	e is the ws ent the aid
WITNESS my hand and notarial seal, this day of June, 2019.	
Notary Public	_
Notary 1 done	
My commission expires:	

#### STATE OF NORTH CAROLINA

#### 



#### AREA DAY REPORTING CENTER FOR YOUTH

500 Fort Totten Drive New Bern, NC 28560 Telephone: (252) 638-6542 Fax: (252)-638-6745

E-Mail: ayouth@suddenlinkmail.com

June 6, 2019

**Dear City of New Bern:** 

Area Day Reporting Center (ADRC) greatly appreciate your dedication and support over the years for allowing us to use the facility located at 500 Fort Totten Drive. We are so thankful that you help to make the difference in the lives of children and their families who rely so much on our services. The ADRC program has saved and changed so many lives over the years, by providing structure, motivation and an exceptional learning environment, to countless numbers of youth throughout Craven County. We are very appreciative and are looking forward to renewing our lease with the City of New Bern for the upcoming year.

Respectively yours,

Barbara H. Lee Mrs. Barbara H. Lee Director

#### **AGENDA ITEM COVER SHEET**

#### Agenda Item Title:

				t with Habitat for Humanity for a by the City of New Bern.
Date of Meet	ing 6/25/20	)19	Ward # if applicable If multiple, list	
Department	Public Work	<u> </u>	Person Submitting I	tem: Matt Montanye, Dir. of PW
Call for Publi	c Hearing	<u>No</u>	Date of Public H	learing
<b>Explanation</b>	of Item:			
			_	with Habitat for Humanity for a by the City of New Bern.
Actions Need	led by Boar	·d:		
Consider appr	oving lease			
Is item time Will there be Backup Attac	advocates		at the meeting? No	
Memo				
Letter of Requ				
Lease Agreem Resolution	ent 			
Cost of Agen	da Item: N	/A		
If this item r certified by t	-	-	<del>-</del>	d and are funds available and
Additional no	otes:			



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129
Phone: (252) 639-7501
Fax: (252) 636-1848

June 13, 2019

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: Consider adopting resolution approving lease agreement with Habitat for

Humanity for a portion of the property located at 920 George Street and owned

by the City of New Bern.

#### Background Information:

Habitat for Humanity has requested renewal of lease agreement between the City of New Bern and Habitat for Humanity for a portion of the property located at 920 George Street be renewed. The proposed lease agreement would be effective July 1, 2019, for a period of 12 months (1 year) at a rate of \$1.00 per year.

#### Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement. If you have any questions concerning this matter, please feel free to contact me directly.

#### **Enclosures**

Cc: Scott Davis, City Attorney

**RESOLUTION** 

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

BERN:

That the Lease Agreement dated June 25, 2019 by and between the City of New Bern and

Habitat for Humanity of Greater New Bern NC, 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 for and on behalf of

the City.

ADOPTED THIS 25th DAY OF JUNE, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

THIS LEASE AGREEMENT is made and entered into as of the 25<sup>th</sup> day of June, 2019, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and HABITAT FOR HUMANITY OF GREATER NEW BERN NC ("Lessee"), a North Carolina non-profit corporation, which has its principal office and place of business in the City of New Bern, North Carolina, collectively referred to as the "Parties."

#### WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 920 George Street in the City of New Bern (the "Subject Property"), the same being identified by Craven County tax parcel identification number 8-004-004; and

WHEREAS, the Lessee was chartered for the purpose of creating a nonprofit housing organization to build simple, decent, affordable housing in partnership with people in need; and

WHEREAS, the Lessor has agreed that the Lessee might use a portion of the building located on the Subject Property for storage of construction equipment and materials, said portion being more particularly described herein as the "Premises"; and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises located on the Subject Property, together with reasonable parking and access across the Subject Property to the Premises from public streets. The leased Premises specifically excludes the following: approximately 640 square feet of the northernmost portion of the building separated by a partition wall which is currently being used as a produce market, together with reasonable parking and access to said building from public streets for use by those who frequent the produce market.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth.

- 1. This term of this Lease shall be for a period of twelve (12) months commencing at 12:01 a.m. on July 1, 2019, and terminating at midnight on June 30, 2020.
- 2. During the term of this Lease, the Lessee shall be responsible for maintaining and repairing both the interior and exterior of the Premises so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease.
- The Lessor shall maintain hazard insurance on the improvements located on the Premises, including contents owned by Lessor, in such amount as Lessor may determine in its sole discretion. Lessor shall also maintain general liability insurance in such amount as it deems necessary to protect the City of New Bern. The Lessee shall pay to the Lessor on or before October 1, 2019, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, but no more than the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Subject Property, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), so long as the City of New Bern is a named insured therein. In such event, the Lessee shall provide the Lessor with a Certificate of Insurance.
- 4. Should the Premises be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Premises, and, should it elect not to repair or replace, this Lease shall thereupon terminate, (unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Premises and proceeds to do so within ninety (90) days of the loss.
- 5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, with payment to be made contemporaneously with the execution of this Lease.
- 6. The Lessee agrees to utilize the Premises in connection with its mission of building simple, decent, affordable housing in partnership with people in need in the City of New Bern.
- 7. The Lessee shall make no substantial modification of the interior of the improvements located on said Premises without the prior written consent of the Lessor.

- 8. It is expressly agreed that all alterations and additions that are made by Lessee to the Premises during the term of this Lease shall be and become a permanent part of the real estate and, as such, the property of the Lessor. It is agreed, however, that all personal property placed in and about the Premises by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease. All other improvements shall be considered a part of the real estate.
- 9. Lessee shall make timely payment of all utility bills presented to Lessee by the City of New Bern.
- 10. Lessee shall not assign this Lease nor sublet any part of the demised property without written consent of the Lessor.
- 11. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and canceled and take possession of said Premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said Premises or sent by certified mail to the Lessee at the following address:

Habitat for Humanity of Greater New Bern NC Post Office Box 1231 New Bern, NC 28563

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, and Lessee has caused this instrument to be executed in its corporate name by its President, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

[SIGNATURES ON FOLLOWING PAGE]

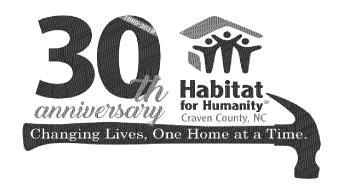
## By:\_ Dana E. Outlaw, Mayor ATTEST: Brenda E. Blanco, City Clerk HABITAT FOR HUMANITY OF GREATER NEW BERN NC [SEAL] A North Carolina Nonprofit Corporation President STATE OF NORTH CAROLINA COUNTY OF CRAVEN I, \_\_\_\_\_\_, a notary public in and for said county and state, do hereby certify that on the \_\_\_\_\_ day of June, 2019, before me personally appeared DANA E. OUTLAW, 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 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 \_\_\_\_ day of June, 2019. Notary Public My commission expires:

CITY OF NEW BERN

#### STATE OF NORTH CAROLINA

#### COUNTY OF CRAVEN

personally a personally a personally a personally a personally a poration, and that (s)	said County and State, do appeared before me this day ANITY OF GREATER NEW he, as President, being duly on behalf of said corporation
this day of	, 2019.
Notary Public	
	personally HABITAT FOR HUMA poration, and that (s) foregoing instrument this day of



June 6, 2019

Sherri Baldree Department of Public Works City of New Bern P. O. Box 1129 New Bern, NC 28563

Dear Ms. Baldree,

On behalf of the Board of Directors of Habitat for Humanity of Craven County, I would like to request the renewal of our lease with the City of New Bern for the property known as the New Bern Curb Market located at 920 George Street.

Our previous lease agreement for this property was a ten (10) year term from April 28, 2009 through April 30, 2019 for a charge of \$1.00 per annum. We would like to request that this fee be considered for the one year period of May 1, 2019 through May 1, 2020.

Over this ten year period we have found this space to be necessary and particularly helpful for the storage of our construction equipment and supplies. We have maintained fire extinguishers as required and have provided the City with a Certificate of Insurance from our carrier. At this time, we have no alternative options for the storage and/or access to our construction items and the renewal of this lease is of significant importance to our organization.

We understand there may be some discussions as to the future of this building, so we are hereby requesting a one year lease at this time. We would appreciate being advised and involved with any discussions concerning how this property may be assigned or possible ownership options following this one year term.

Sincerely,

Mike Williams

Mike Williams
Executive Director

Please note, we no longer have a Post Office Box address as listed on our previous Lease Agreement.



#### **AGENDA ITEM COVER SHEET**

Consider Adopting Resolution to Seek Donations for Kidsville 2.0

Agenda Item Title:

**Additional notes:** 

Date of Meeting 6/25/19	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA Director of Finance
Call for Public Hearing Yes V No	Date of Public Hearing
Explanation of Item:	
The Board of Aldermen has appropria additional contributions from citizens. of Parks and Recreation to seek estated	ated funds for the replacement of Kidsville and is seeking.  The attached resolution formally authorizes the Director blish programs for this purpose.
Actions Needed by Board: Adopt Resolution	
Is item time sensitive? ✓ Yes ☐ N Will there be advocates/opponents	
	at the meeting
Backup Attached:	
Memo; Resolution	
Cost of Agenda Item:	
If this item requires an expenditure certified by the Finance Director:	e, has it been budgeted and are funds available and Yes



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

FROM: Joseph R. Sabatelli, CPA - Director of Finance

DATE: June 14, 2019

RE: Resolution to Seek Funding for Kidsville 2.0

**Background** 

The Board of Aldermen has appropriated funding to replace Kidsville with a more modern structure in the Fiscal Year 2018-2019 budget and has previously asked the Director of Parks & Recreation Foster Hughes to seek donations from other sources, including the citizens of the City of New Bern. A local government has inherent authority to solicit funds. Mr. Hughes is seeking to use multiple platforms such as social media and based on a review by the City Attorney and the Department of Finance staff, it is advisable for the Board to adopt a formal resolution to seek out these funds. The attached resolution provides necessary direction.

**Requested Action** 

It is recommended that the Board adopt the attached resolution at its meeting to be held on June 25, 2019.

#### RESOLUTION

THAT WHEREAS, in conjunction with local citizens, a play area known as Kidsville was built by the City of New Bern in 1994. That structure has now exceeding its useful life and has been dismantled. Plans and drawings have been secured for a new playground structure to be built at the same location. The new playground will be known as Kidsville 2.0 and will provide a safe, public play area for families in and around the City of New Bern; and

WHEREAS, the City of New Bern has budgeted funds for the new playground structure, and desires to raise additional funding for the project by seeking donations.

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

The Director of Parks and Recreation is hereby directed to establish programs and seek donations to raise funds for the new Kidsville 2.0 playground through: social media outlets; the sale of tiles, pickets, brick pavers, etc.; and other forms of sponsorships and donations. All funds received for this purpose are to be deposited into the City of New Bern's general fund and utilized for the replacement and future maintenance of the new structures. Additionally, an accounting of all donations is to be provided to and maintained by the Director of Finance.

**ADOPTED** THIS THE 25<sup>TH</sup> DAY OF JUNE, 2019.

	DANA E. OUTLAW, MAYOR	
BRENDA E. BLANCO, CITY CLERK		



Spenierally Operation





**New Bern Parks & Recreation** 



**Kidsville** is a tradition that has been in the New Bern community since 1994. This unique wooden playground has been an entertaining and creative outlet for thousands of children over the years. After 24 years of service, it is now time to replace the aging structure due to safety concerns.

New Bern Parks and Recreation is excited to announce a fundraising opportunity for citizens of all ages to join in and help create a new State of the Art KIDSVILLE 2.0! The new playground will be in the same architectural style and feature unique attributes similar to the old playground, but will be constructed with sustainable materials ensuring safe play for generations to come. The best part of this project is that children from New Bern will get to design the new playground, and our community can help with fundraising and construction. The goal is to break ground on the new playground in the

The budget for **KIDSVILLE 2.0** is \$300,000. The City of New Bern has agreed to match donations \$1 for \$1 up to \$150,000. WE NEED YOUR HELP! This community project is a once-in-a-lifetime investment that will not only produce an outstanding place where children of all ages can explore and play, but will also serve as a tangible model for community involvement, service, cooperation and leadership that will leave a lasting impact on the community for years to come.

We invite you to join us in supporting this project by making a tax deductible donation. The information in this document provides a variety of sponsorship opportunities. If you have any questions, please feel free to contact New Bern Parks and Recreation at 252-639-2901 or email Foster Hughes, Director of Parks and Recreation at <a href="https://hughesforcembern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-newbern-

nc.org. Now, let's get busy and make KIDSVILLE 2.0 a reality!

spring/summer of 2019.

# Sponsorthing Opportunities

**Tiles** – This is a great way to make a lasting impression on the playground. This is an opportunity to design your own tile and have your name on it. Once the artwork is completed, the tiles are glazed, fired and then displayed around the playground. **Cost:** \$25 per tile.





**Pickets** – This playground will include a fence. Pickets will surround the entire playground just like the old Kidsville. These pickets are made of recycled materials and will last for decades. **Cost:** \$50 per picket.

Brick Pavers – Bricks will be used to provide a walk way leading up to the entrance of the playground and to the shelter area. Cost: \$75 per brick.



Playground Components – Components include Towers, Slides, Tunnels, Climbers, Swings, etc... Information on specific components and pricing will be available once the playground has been designed. Cost: \$1,000 - \$10,000.



**Sponsorship Levels** – The following sponsorship levels are available. Individuals and businesses that wish to donate in this manner will be recognized on a kiosk located inside the playground.

 Bronze
 \$100 - \$249

 Silver
 \$250 - \$999

 Gold
 \$1,000 - \$4,999

 Benefactor
 \$5,000 or more



#### PLAYGROUND SPONSOR FORM

Help make **KIDSVILLE 2.0** a reality by becoming a playground sponsor. Donate a brick, tile, picket, or playground component and become part of the new **KIDSVILLE 2.0** playground!

ldress	City	State	Zip code
none		-	
TILE SPONSOR			
ou will be contacted regarding	quantity) tile(s) at \$25.00/each. g tile painting times and the location.		
PICKET SPONSOR			
	(quantity) picket(s) at \$50.00/ea 20 characters – including spaces:	nch. Picket Total \$	5
1			
2			
3			
4			
5			
BRICK SPONSOR would like to donate	If additional bricks are requested,  (quantity) picket(s) at \$75.00/ea ), maximum 3 lines, 20 characters – including	please submit on a separate ach. Brick Total \$	sheet.
vame of inscription for brick(s)	, maximum 3 illes, 20 characters – including	spaces per line.	
1			

#### 

Please make checks payable to:

#### City of New Bern

Sponsor Grand Total \$

Cash Donation Total \$

In Memo Line Write - Kidsville Donation.

Contributions are tax deductible to the full extent allowed by law.

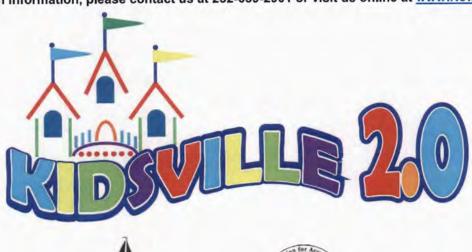
#### You may mail this completed form and payment to:

New Bern Parks and Recreation KIDSVILLE PO Box 1129, New Bern, NC 28563

#### or deliver to

New Bern Parks and Recreation Administration 1307 Country Club Road New Bern, NC 28562.

For donation information, please contact us at 252-639-2901 or visit us online at www.NewbernNC.gov







#### **AGENDA ITEM COVER SHEET**

Agenda Item Title:
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Consider Adopting Ordinance Amending the 'Schedule of Fees and Charges'

Date of Meeting 6/25/19	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA Director of Finance
Call for Public Hearing Yes V No	Date of Public Hearing
Explanation of Item:	
The City fee schedule adopted on Ma deletions are noted in red on the attack	y 28, 2019 needs amended. Fee changes, additions and ched revised fee schedule.
Actions Needed by Board: Adopt ordinance amending the 'Sche	dule of Fees and Charges'
Adopt ordinance amending the cone	
Is item time sensitive? Yes V	0
Will there be advocates/opponents	at the meeting? Yes No
Backup Attached:	
Memo; Ordinance; Proposed Fee So	hedule - Redline; Proposed Fee Schedule
Cost of Agenda Item:	
If this item requires an expenditure certified by the Finance Director:	e, has it been budgeted and are funds available and Yes No
Additional notes:	



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

FROM: Joseph R. Sabatelli, CPA - Director of Finance

DATE: June 13, 2019

RE: Amendment to Schedule of Fees and Charges

#### **Background**

The "City of New Bern Schedule of Fees and Charges," adopted a fee schedule on May 28, 2019 to be effective July 1, 2019. Previously adopted Parks and Recreation Fees were inadvertently omitted from the previous schedules and need to be added. Additionally, a modification to Administration is needed for returned check payments and will be effective July 1, 2019.

#### Current

These changes, additions and deletions are identified in red on the attached proposed "City of New Bern Schedule of Fees and Charges". Please note fee amendments in the following sections:

- Section 1 Administration
- Section 5 Parks and Recreation

#### **Requested Action**

The Board consider adopting the attached revised "City of New Bern Schedule of Fees and Charges" at its June 25, 2019 meeting.

### AN ORDINANCE TO AMEND THE CITY OF NEW BERN SCHEDULE OF FEES AND CHARGES

THAT WHEREAS, pursuant to the Code of Ordinances of the City of New Bern, upon recommendation from the City Manager, the Board of Aldermen of the City of New Bern desires to amend the City of New Bern "Schedule of Fees and Charges" adopted on May 28, 2019 by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges".

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

SECTION 1. That the City of New Bern "Schedule of Fees and Charges" adopted by the Board of Aldermen on May 28, 2019 is hereby amended by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges," all effective as of July 1st, 2019.

ADOPTED THIS 25th DAY OF JUNE, 2019.

## SCHEDULE OF FEES AND CHARGES\* CITY OF NEW BERN

EFFECTIVE: JULY 1, 2019

1. ADMINISTRATIVE	FEES
CD or DVD	\$5
Copies - Other info not specifically listed	Min \$2.00 (1-10 copies
	plus 20¢ ea add'l copy over 1
GIS Base Maps (8.5x11)	B&W \$2; color \$
GIS Base Maps (11x17)	B&W \$3; color \$
GIS Base Maps (24x36)	B&W \$10; color \$1
GIS Base Maps (36x48)	B&W \$15; color \$3
Plans/Plats (copies of) ariel view - letter size	55 St
Plans/Plats (copies of) ariel view - tetter size	
Plans/Plats (copies of) ariel view - tabloid size	\$7.50
Maps - Other large formats	\$12.50
	\$10.00
Maps - Street index map	\$15.00
Maps - Zoning	\$10 large; \$5 sma
Maps - GIS staff time for non-existent maps or data:	
Analysis/Coordinator	\$50/h
Technician	\$25/h
Administration	\$20/h
Motor vehicle fee	\$5
Publications:	
CAMA Land Use Plan	\$11
Historic Preservation Guidelines	\$11
Land Use Ordinance	\$12
Urban Design Plan	\$11
Street Atlas Book	\$25
Convenience fee for online payment	\$5
Returned payment fee	\$25
Opening/Closing:	
Weekdays before 4 pm, adult	\$500 resident/\$700 nonresiden
Weekdays before 4 pm, infant/cremations/mausoleum	\$250 resident/\$400 nonresiden
Weekdays after 4 pm and weekends, adult	\$575 resident/\$900 nonresiden
Weekdays after 4 pm and weekends, infant/cremations/mausoleum	\$300 resident/\$450 nonresiden
Holidays, adult	
Holidays, audit Holidays, infant/cremations/mausoleum	\$650 resident/\$950 nonresiden
	\$425 resident/\$525 nonresiden
Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm)	\$150 resident/\$250 nonresiden
Grave/Lot Sales - New Bern Memorial Cemetery:	
Plot - Single grave, resident	\$600
Plot - Single grave, nonresident	\$900
Plot - 4-Grave lot, resident	\$1,850
Plot - 4-Grave lot, nonresident	\$2,750
Plot - Infant grave, resident	\$100
Plot - Infant grave, nonresident	\$275
Plot - Mausoleum, resident	\$3,500
Plot - Mausoleum, nonresident	
Plot - Cremations, resident	\$5,250
Plot - Cremations, nonresident	\$150 \$300
'This schedule of Fees and Charges establishes most of the fees and charges for services offe all fines and penalties for violations of city code provisions, nor does it contain rates and instances, it will be necessary to refer to specific city code provisions, or to a specific utili	d charges for the provision of city utility services. In man

## SCHEDULE OF FEES AND CHARGES\* CITY OF NEW BERN

EFFECTIVE: JULY 1, 2019

. FIRE: (Code Section 30-33)	FEES
ees:	Cost of permit plus \$5
Norking without a permit	\$50
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$50
Plan Review (Construction)	
New Business Inspection	\$50
ABC/ALE Inspection	\$50
Special Requested Inspections	\$5
Care Homes (foster, respite, therapeutic)	\$50
2nd Reinspection (noncompliance when Codes ARE NOT met)	\$75
Brd Reinspection (noncompliance when Codes ARE NOT met)	\$15
Standby personnel-minimum 4-man engine company	Fema equipment rate plus lab
After hours fire inspection	\$15
177 (A) (A) 177 (A) (B) (B) (B) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A	\$15
Occupying building without a C/O or C/C	\$10
ailure to obtain final inspection	710
perational Permits:	\$7
Amusement buildings	
Carnivals and Fairs	\$7
Combustible dust-producing operations	\$7
Covered and open mall buildings	\$7
Exhibits and trade shows	\$7
Explosives	\$12
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$7
Fumigation and thermal insecticidal fogging	\$7
	\$7
Liquid or gas vehicles or equipment in assembly buildings	\$7
Private fire hydrants	\$12
Pyrotechnic special effects material	\$72
Spraying or dipping	
Temporary membrane structures and tents	\$7
Open burning - land clearing	\$50/acre clear
Open burning - hazard reduction	No Fe
Open burning - camp fire	. \$7
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per he
	\$7
Battery systems	\$7
Compressed gas	\$7
Cyrogenic fluids	\$7
Emergency responder radio coverage systems	\$10
Fire alarm and detection systems and related equipment	
Fire pump and related equipment	\$10
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)(per tank if applicable)	\$7
Sates and barricades across fire apparatus access roads	\$75 per gate or barrica
Hazardous materials	\$7
Industrial Ovens	\$7
Private fire hydrants	\$75 per hydra
moke control or smoke exhaust systems	\$7
Martin Control of the	\$7
iolar photovoltaic power systems	\$7
Spraying or dipping	\$10
Standpipe systems	\$12
Storage Tank - AST/UST / installation / removal / repiping / abandonment	
Temporary membrane structures and tents	\$
. PARKING: (Code Section 70-272)	FEI
Parking Spaces Monthly Fee (Limited = 7:00a-5:30p M-F, Residential = 24hr, Dumpster = 24hr)	\$20 Limited/\$30 Residential/\$40 Dumps
	\$20 Elimited, \$30 Nesidential, \$40 Damps
Sign Installation Fee - one-time fee for monthly spaces	5% of monthly
Late Penalty - Parking Leases billed/managed by CIS (pymt rec'd after due date)	
Delinquent Fee - Parking Leases billed/managed by CIS (pymt rec'd 10+ days after due date)	\$35, see code for further data
Parking Penalties (Code Section 70-274)	\$25, see code for further deta
Leased Space Parking Hangers	2 Free, \$3 each addition

## SCHEDULE OF FEES AND CHARGES\* CITY OF NEW BERN

EFFECTIVE: JULY 1, 2019

5. PARKS AND RECREATION: (Code Section 50-2)	
Athletics and Field Rentals	
Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Daily	not to exceed \$5
dmission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Weekend	not to exceed \$13
Adult sports leagues - Mens basketball (per team)	\$450 resident/\$525 nonresident
Adult sports leagues - Weens basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Women's basketball (per team)	\$250 resident/\$325 nonresident
Adult sports leagues - to-ed softball (per team)	\$400 resident/nonresident
Adult sports leagues - 5k events per participant	\$30 resident/\$45 nonresident
Adult sports leagues - 5k events per participant	\$20 resident/\$30 nonresident
	\$35 resident/\$45 nonresident
Adult sports leagues - co-ed volleyball Summer basketball program (Youth)	\$10 resident/\$15 nonresident
	\$15 resident/\$20 nonresident
Summer basketball program (Adult)	,
Aquatic Center General Admission:	\$2.50 resident; \$3.25 nonresident
Up to age 2	\$5.50 resident; \$6.75 nonresident
Parent and one child up to age 2 package (\$1.00 for each add'l child up to age 2) (limit of 3)	\$4.00 resident; \$5.00 nonresident
Age 3-17	\$4.50 resident; \$5.50 nonresident
Age 18-54	\$3.50 resident; \$4.50 nonresident
Age 55 and up (seniors)	\$5.50 Tesident, \$4.50 nomesident
Aquatic Center Family Night:	\$1.00 resident; \$1.50 nonresident
Up to age 2	\$2.00 resident; \$2.50 nonresident
Age 3-17	\$2.50 resident; \$2.50 nonresident
Age 18-54	TOTAL SERVICE AND
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonresident
Aquatic Center season pass	\$60 resident; \$75 nonresident
Aquatic Center Pool Party:	
2 Hours - Up to 30 Participants	\$150 resident; \$200 nonresident
31 or greater participants (per person)	\$5
Deposit - Refundable	\$50
Athletic Field - Ballfield Preparation (per field)	
Baseball/Softball	\$25
Football/Soccer/Lacrosse	\$100
Athletic field - Day Use min 2 hrs max 8 hrs (addl after 8 hrs):	
civic organizations/private groups - city sponsored	N/C
schools during school hrs and/or athletic season	N/C
recreation teams *	\$15/hi
civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresiden
*no charge if no field prep is done	
civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonresiden
Athletic field - Night Use min 2 hrs max 4 lighted hrs :	
non-city recreation teams	\$30/hi
civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident
civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonresiden
Athletic field (full tournament not to exceed 3 days/2 nights)	\$350 + \$25/hr attendant fee
Athletic field (practice - night use - min. 2 hours of light; not to exceed 4 hours)	\$20/hr resident/\$30/hr nonresiden
EXCEPTION: Tournaments and other types of "special" events by non-profit	
"charitable" organizations for the purpose of fundraising for others are	
negotiated with and determined by the Parks and Recreation Department.	
	\$30
Batting cages, parties only (2 hours) available offseason only	\$100(sm); \$150(med); \$300(lg) (1-4 sets
Bleacher rentals (daily rental fees)	\$200(3111)) \$200(11111)) \$100(10) (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	
Recreation Programs	\$35/w
Childcare after-school recreation program (resident)	\$50/w
Childcare after-school recreation program (non-resident)	\$30 resident/\$35 nonresiden
Classes - Adult recreation & fitness (annual) indoor	\$6 per clas
Classes - Adult recreation & fitness outdoor (20 city/80 split w/instructor)	\$20-\$15
Classes - Art (resident) incl instructor fee & some materials (20 city /80 split w/instructor)	\$40-\$20
Classes - Art (nonresident) includes instructor fee & some materials	
Classes - Ceramics (resident)	\$30; seniors \$2 \$40; seniors \$3
Classes - Ceramics (nonresident)	\$40; seniors \$3
Dog Park	60F
Yearly 1 dog	\$25 resident/\$50 nonresiden
Each additional dog	\$20 resident/\$35 nonresider
One day pass	\$5 resident/\$15 nonresider
Weekend pass	\$15 resident/\$25 nonresiden
Monthly pass	\$20 resident/\$25 nonresider

\$300 tree resident; \$350 nonresident \$150 - \$250 depending on the tree species \$750/bench (includes placard) \$600/bench (includes placard) \$30/hr \$45/hr
\$750/bench (includes placard) \$600/bench (includes placard) \$30/hr \$45/hr
\$600/bench (includes placard) \$30/hr \$45/hr
\$30/hr \$45/hr
\$45/hr
\$45/hr
\$45/hr
\$40/ba
\$40/hr
\$55/hr
\$25
\$35
\$1
80/20% split
\$25/hr
\$35/hr
\$25/hr
\$15/hr room rental + \$20/hr staff
\$40/hr resident; \$70/hr nonresident
\$40/hr resident; \$70/hr nonresident
7,4,,33,7,,7,
\$20-\$30 based on location
\$30-\$40 based on location
\$30-\$45 based on location
\$40-\$55 based on location
\$25-\$45 based on location
\$40-\$60 based on location
\$30-\$60 based on location
\$40-\$70 based on location
\$1 resident/\$3 nonresident
\$75 resident/\$95 nonresident
\$105 resident/\$125 nonresident
\$75 resident/\$95 nonresident
\$75 resident/\$95 nonresident
\$25 for 1st/\$20 each additional resident
\$35 for 1st/\$30 each additional nonresident
\$40 resident/\$70 nonresident
\$50 resident/\$80 nonresident
\$40 resident/\$70 nonresident
\$20 resident/\$50 nonresident
\$30 resident/\$45 nonresident
\$25/hi
\$25

6. DEVELOPMENT SERVICES: (Code Section 15-8)	FEES
Amendments - Rezoning & text amendments (per request)	\$375
Appeals (per request)	\$268 (refunded if granted
Appeal of HPC decision	\$268 (refunded if granted
Board of Adjustment (variance)	\$268
Special called mtg. of Planning & Zoning Board, Board of Adjustments or HPC	\$161
	\$27
Certificate of zoning compliance letter	\$375
Conditional use permit	
Historic Preservation - Minor works	\$22
Historic Preservation - Major works requiring design review	\$107
Historic Preservation - Major works not requiring, design review	\$27
Homeowners recovery fee (single family dwelling only)	\$10
Site Plan review	\$214
Special use permit	\$321
Subdivision plan review	\$161
P&Z General Subdivision Plan Review Application	\$161 or \$11/lot whichever is greate
Subdivision application - final review	\$214 or \$27/lot whichever is greate
Subdivision application - minor plats & recombination	\$107
Zoning compliance	\$22
Zoning compliance - Residential flood plain	\$54
Zoning compliance - Commercial flood plain	\$107
Zoning permit	\$38
Administrative Fees:	, J.C.
Weed and debris clearance	\$71
	\$71
Removing abandoned vehicles	
Boarding up buildings (MHC)	\$84
Starting work without a permit	1st-\$107 + permit; 2nd-\$161 + perm
	3rd-\$214 + permit; 4th-\$268 + perm
Convenience fee for online payment	\$5.00
Building permit (+ \$17 compliance fee)	
Residential (min. chg \$38) (single family/townhouse/duplex - per unit for multicomplex)	heated \$0.21/sf; unheated \$0.16/s
Commercial (min chg \$38)	\$0.18/9
Building permit - Demolition (+ \$17 compliance fee)	residential \$161; commercial \$32
Building permit - Manufactured mobile home	
singlewide/construction trailer; doublewide; triplewide	\$107; \$161; \$21
Building permit - Renovations to existing bldg (+\$17 compliance fee) (per unit for multicomplex)	\$0.16/sf; min \$3
Certificate of occupancy	\$27/un
Inspections	Incl. in Bldg permit fe
Inspections - Building compliance	\$107 residential; \$161 commercia
inspections building compilation	\$75 group home
Increasings Minimum bouring as natified by Customer Sonies sutoffs	\$38
Inspections - Minimum housing as notified by Customer Service cutoffs	
Inspections - Reinspection (bldg, elec, plbg, hvac, insulation)	\$75/e
Inspections - Plan review, residential up to 1,500 sf	\$54
Inspections - Plan review, residential over 1,500 sf	\$81
Inspections - Plan review, commercial up to 20,000 sf	\$214
Inspections - Plan review, commercial 20,001-40,000 sf	\$268
Inspections - Plan review, commercial 40,001 or greater	\$428
Permit - Electrical (signs & billboards)	\$43
Permit - Electrical (temporary buildings)	\$100
Permit - Electrical	60-150 amp - \$54; 200 amp - \$6
	400 amp - \$75; 401-600 amp - \$8
	601-800 amp - \$9
	801-1000 amp - \$10
	1001-1600 amp - \$11
	over 1600 amp - \$120 + \$11 for eac
	add'l 100 am
Permit Flectrical heating 2 cooling	\$17/eac
Permit - Electrical heating & cooling Permit - Electrical outlets & wall switches	\$33 for 1-5; \$43 for 6-50
Permit - Electrical Outlets & Wall Switches	
	\$65 for 51-100; \$81 for 101-20
	\$2 each over 20
Permit - Electrical light fixtures	\$3
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$17/eac
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$17
Permit - Electrical disconnects & subpanels	\$13/eac
Permit - Gas piping & distribution system (residential)	\$22
	\$17
Permit - Gas appliances	
Permit - Gas appliances Permit - Gas refrigeration - coolers/freezers (each unit)	\$27

Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee)	
Residential (min. chg \$38)	\$54 per unit + \$27/ea. addt'l unit
Commercial (min chg \$38)	\$65 per unit + \$33/ea. addt'l unit
Permit - Mechanical Residential (HVAC)	\$107 + \$54/ea addl unit
Permit - Mechanical Commercial (HVAC) - roof or ground level units	\$43 + \$7/ton
Permit - Plumbing each fixture	\$11
Permit - Plumbing, backflow preventer (in system)	\$22
Permit - Plumbing, floor drain & grease traps	\$11
Permit - Plumbing, heat pump connections	\$22/each
Permit - Plumbing, lawn sprinkler	\$33
Permit - Plumbing, water distribution system	\$17
Permit - Plumbing, replace or alter existing system	\$17
Permit - Plumbing, sewer distribution system	\$17
Permit - Signs (building permit - based on sign value)	\$1 - \$500 = \$65
	\$501-\$1,000 = \$75
	\$1,001-\$5,000 = \$86
	\$5,001-\$10,000 = \$97
	over \$10,000 = \$107
Permit - Signs (shopping center master)	\$214
Permit - Signs (temporary, permanent) (additional fees may apply)	\$33
Permit - Tree removal	\$22
7. POLICE: (Code Section 42-32)	FEES
Accident report	N/C
Citizens Academy fee	\$25
False Alarm	\$50 on and after 3rd offense
Fingerprinting	\$10
Funeral escorts	\$50 per escort w/48 hrs
10000000	
	notice; \$100 per escort w/o 48 hrs notice
	notice; \$100 per escort w/o 48 hrs notice \$27/hr (5am to 11pm: \$35/hr (11pm to 5am)
Off-duty fee	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office
Off-duty fee	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office
	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am)
Off-duty fee for Federal/City Holiday	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am), 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am), 3hr. min. pd to office
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal)	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25 \$25
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25 \$25
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits:	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25 \$25 \$7/0
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits: Dealer permits (annual)	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am), 3hr. min. pd to officer \$35/hr (5am to 11pm); \$40/hr (11pm to 5am), 3hr. min. pd to officer \$50 \$25 \$25 \$7/0 \$7/0 \$180
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits: Dealer permits (annual) Special occasion permit	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25 \$25 \$7/0 N/0 \$180
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits: Dealer permits (annual) Special occasion permit Employee certificate of compliance	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am) 3hr. min. pd to office \$35/hr (5am to 11pm); \$40/hr (11pm to 5am) 3hr. min. pd to office \$50 \$25 \$25 \$7/c \$7/c \$180 \$180
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits: Dealer permits (annual) Special occasion permit Employee certificate of compliance Employee certificate of compliance (annual renewal fee)	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am), 3hr. min. pd to officer \$35/hr (5am to 11pm); \$40/hr (11pm to 5am), 3hr. min. pd to officer \$50 \$25 \$25 \$7/0 \$7/0 \$180 \$180 \$180 \$110
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits: Dealer permits (annual) Special occasion permit Employee certificate of compliance Employee certificate of compliance (annual renewal fee) Fingerprints (processed for dealer permits - SBI fee)	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am), 3hr. min. pd to officer \$35/hr (5am to 11pm); \$40/hr (11pm to 5am), 3hr. min. pd to officer \$50 \$25 \$25 \$7/0 \$7/0 \$180 \$180 \$180 \$180 \$180 \$180 \$180 \$388
Off-duty fee for Federal/City Holiday Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal) Permit - Alarm failure to register Permit - Outdoor amplified sound Precious Metal Permits: Dealer permits (annual) Special occasion permit Employee certificate of compliance Employee certificate of compliance (annual renewal fee)	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am), 3hr. min. pd to officer \$35/hr (5am to 11pm); \$40/hr (11pm to 5am), 3hr. min. pd to officer \$50 \$25 \$25 \$7/0 \$7/0 \$180 \$180 \$180 \$110

8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)	FEES
City Conserved Count Conse	
City Sponsored Event Fees: Vendor Permit Fee	\$25
Food Vendor Service Fee	\$35
rood velidol Service ree	, , , , , , , , , , , , , , , , , , ,
NonCity Sponsored Event Fees:	
Vendor Permit Fee	\$35
Food Vendor Service Fee	\$45
Barricade	\$5 e
barricade	43 6
City Labor: (Hourly Rates)	
Fire - Lieutenant/Inspector	\$29
Fire - Specialist	\$23
Police - Officers (On Duty Rate)	\$35
Police - Officers (Off Duty Rate)	\$27
Public Works - Supervisor	\$35
Public Works - Equipment Operator	\$26
Public Works - Maintenance Worker	\$22
Recreation - Supervisor (per person)	\$35
Recreation - Park Staff (per person)	\$33
neweation - raik stail (per person)	\$22
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees:	
Labor	Hourly rate with benefits
Material	Actual cos
Equipment trucks	Hourly rate per FEMA schedule
*see explanation at the end of this Fee Schedule	
Permit - Sidewalk Café	\$150
Permit - Nonprofit street banners	\$75
Public nuisance	Hourly Equipment rate per FEMA schedule + Labor
Safety cones (use)	\$2
Safety cones (replacement)	\$25
Signs - regulatory / right-of-way	Material cost + labor
Signs - Community watch	Material cost + labor
Signs - Handicapped	Material cost + labor
Signs - Hardware (1 set)	Material cost + labor
Signs - Maximum penalty	Material cost + labor
Signs - No parking-fire lane	Material cost + labo
Signs - Van accessible	Material cost + labo
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
10. REFUSE: (Code Section 62-37)	FEES
	TELS
Commercial refuse (65-gal cart / 1x week service)	\$14.75 /month+ \$14.75 ea add
Dumpster services - 2 yd (1x week service)	\$29.49/month
Dumpster services - 4 yd (1x week service)	\$58.98/month
Dumpster services - 6 yd (1x week service)	\$88.47/month
Dumpster services - 8 yd (1x week service)	\$117.96/month
Refuse container	1 @ no charge
Residential service (65-gal cart / 1x week service)	\$14.75
Seniors Exemption Credit	50% of residential service
11. UTILITIES - ELECTRIC: (Code Section 74-46)	FEES
Electric rates	See rate ordinance adopted 7/1/1
Additional fee if service needs to be disconnected by	See rate ordinance adopted 7/1/1
City personnel at pole due to meter/service tampering	\$160
City personnel at pole due to delinquency	\$160
Changed payment arrangement fee	\$30
Connection/Transfer Fee	\$30
Connection/Transfer Fee - holidays, weekends and after 11 am weekdays	\$30
Delinquent Fee (for bills unpaid after 10th day following due date)	\$30
Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good	2x highest bills in last 24 months Not to exceed \$500
	ZA HIGHEST DIIIS III IdST Z4 HIORITIS NOT TO exceed \$500
payment history)  Pongeit Commercial/Industrial (refunded after 60 months with good payment history)	Ou highwat hills in last 24 mouth
Deposit - Commercial/Industrial (refunded after 60 months with good payment history)	2x highest bills in last 24 month
Fee if payment is not made in night drop as agreed	\$100
Late penalty (payments received after due date)	5% of monthly bil

Meter change out fee	\$155
Meter Diversion Fee (Meter Tampering Investigation)	\$400
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	\$75
Payment Arrangement Fee	N/
Reconnection Fee during normal business hours for delinquency	\$25
Reconnection Fee 7:30 PM to 11:00 PM for delinquency	\$75
Reconnection Fee after 11 PM or on weekends for delinquency	\$150
Temporary electric service and/or utility pole	
oad management switch recovery fee	Cost of switch from latest bi
Extra facilities charge	2% installed costs min. 5yrs, \$75/mc
Additional pole	\$350
OH extension beyond two pole spans	\$1.05/f
JG line extension beyond 300 ft.	\$7.70/f
DH to UG conversion of service	\$735
JG Crossings	Sidewalk - \$115; paved driveway - \$460
ou crossings	street - \$950 water; sewer or gas - \$34
Underground service length	\$7.70
Cost per linear foot	\$6.43
T 7/ • (10) (10) (10) (10) (10) (10) (10) (10)	\$310
Second trip to site	
Service drop after normal working hours (24-hr notice req'd)	\$100/hr 2 hr min.; if service is req'd to b
	reconnected, a min. chg of 4 hrs applie
Repair Fees:	
Labor	Hourly Employee Rate w/Benefit
Material	Actual Warehouse cost + 10%
Equipment /Trucks	Hourly Rate per FEMA schedul
17 LITHETIES WATER AND SEWED, If and Sections 74 D7 and 74 1711	FFFF
12. UTILITIES - WATER AND SEWER: (Code Sections 74-97 and 74-121)	FEES
Water and sewer system development fees and connection fees	See ordinance adopted 6/12/1
Water and sewer rates	See ordinance adopted 6/23/1
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application	\$500
Pretreatment - Permit Application	
Pretreatment - Permit Application Pretreatment - Permit Modification	\$250
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal	\$250 \$500
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee	\$250 \$500 \$300
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection	\$250 \$500 \$300 \$100
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine	\$250 \$500 \$300 \$100 \$250
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review	\$250 \$500 \$300 \$100 \$250 \$100/mont
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling	\$250 \$500 \$300 \$100 \$250 \$100/mont \$500 + analyses chi
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation	\$250 \$500 \$300 \$100 \$250 \$100/mont \$500 + analyses chr
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria	\$250 \$500 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance	\$250 \$500 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD	\$250 \$500 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$250
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L)	\$250 \$500 \$300 \$100 \$250 \$100/mont \$500 + analyses chi \$100 \$250 \$500
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound	\$250 \$300 \$300 \$100 \$250 \$100/mont \$500 + analyses chi \$100 \$250 \$500 \$35
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge for analysis	\$250 \$300 \$300 \$100 \$250 \$100/mont \$500 + analyses chi \$100 \$250 \$500 \$35
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS	\$250 \$300 \$300 \$100 \$250 \$100/mont \$500 + analyses chi \$100 \$250 \$500 \$35 \$0.1 contract labor co
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Permit limit violation Pretreatment - Significant noncompliance Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge ceiling conc. (mg/L)	\$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chi \$100 \$250 \$500 \$35 \$500 \$35 \$0.1 \$0.1
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS	\$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$500 \$35 \$500 \$35 \$0.1
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Permit limit violation Pretreatment - Significant noncompliance Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge ceiling conc. (mg/L)	\$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$500 \$35 \$0.1 contract labor cor
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Permit limit violation Pretreatment - Significant noncompliance Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis	\$500 \$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$250 \$500 \$35 \$0.1 contract labor cos
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Permit limit violation Pretreatment - Significant noncompliance Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis	\$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$500 \$35 \$0.1 contract labor cos \$25 \$0.2 contract labor cos
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Permit limit violation Pretreatment - Technical review criteria Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge cost per pound charge for analysis Pretreatment - TSS surcharge cost per pound charge for analysis	\$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$500 \$35 \$0.1 contract labor cos \$25 \$0.2 contract labor cos
Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine Pretreatment - Admin. Fee for monthly review Pretreatment - Unscheduled sampling Pretreatment - Permit limit violation Pretreatment - Permit limit violation Pretreatment - Significant noncompliance Pretreatment - Significant noncompliance Pretreatment - BOD surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis Pretreatment - TSS surcharge ceiling conc. (mg/L) surcharge cost per pound charge for analysis	\$250 \$300 \$100 \$250 \$100/mont \$500 + analyses chr \$100 \$250 \$500 \$35 \$0.1 contract labor cos \$25 \$0.2 contract labor cos

EFFECTIVE: JULY 1, 2019

	FEES
CD or DVD	\$5
Copies - Other info not specifically listed	Min \$2.00 (1-10 copies
opies - Other line not specifically isseed	plus 20¢ ea add'l copy over 1
GIS Base Maps (8.5x11)	B&W \$2; color \$
GIS Base Maps (11x17)	B&W \$3; color \$
SIS Base Maps (24x36)	B&W \$10; color \$1
	B&W \$15; color \$3
GIS Base Maps (36x48) Plans/Plats (copies of) ariel view - letter size	\$5
	\$7.50
Plans/Plats (copies of) ariel view - tabloid size	\$12.50
Plans/Plats (copies of) ariel view - large zize	\$10.00
Maps - Other large formats	\$15.00
Maps - Street index map	\$10 large; \$5 sma
Maps - Zoning	\$10 laige, \$5 sills
Maps - GIS staff time for non-existent maps or data:	\$50/1
Analysis/Coordinator	
Technician	\$25/0
Administration	\$20/1
Motor vehicle fee	\$1
Publications:	
CAMA Land Use Plan	\$1
Historic Preservation Guidelines	\$1
Land Use Ordinance	\$1.
Urban Design Plan	\$1
Street Atlas Book	\$2
	A.
Convenience fee for online payment	\$5
	\$25
Convenience fee for online payment	
Convenience fee for online payment Returned <del>check</del> <u>payment</u> fee <del>(statutory limit except for Tax Collection which is 10%/\$25 minimum)</del>	\$25
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25 minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:	\$2
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25 minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:  Weekdays before 4 pm, adult	\$2. FEE \$500 resident/\$700 nonreside
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25 minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:  Weekdays before 4 pm, adult Weekdays before 4 pm, infant/cremations/mausoleum	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25 minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:  Weekdays before 4 pm, adult Weekdays before 4 pm, infant/cremations/mausoleum Weekdays after 4 pm and weekends, adult	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25 minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:  Weekdays before 4 pm, adult Weekdays before 4 pm, infant/cremations/mausoleum Weekdays after 4 pm and weekends, adult Weekdays after 4 pm and weekends, infant/cremations/mausoleum	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25-minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:  Weekdays before 4 pm, adult Weekdays before 4 pm, infant/cremations/mausoleum Weekdays after 4 pm and weekends, adult Weekdays after 4 pm and weekends, infant/cremations/mausoleum Holidays, adult	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside
Convenience fee for online payment Returned check payment fee (statutory limit except for Tax Collection which is 10%/\$25-minimum)  2. CEMETERIES: (Code Sections 18-26 and 18-32)  Opening/Closing:  Weekdays before 4 pm, adult Weekdays before 4 pm, infant/cremations/mausoleum Weekdays after 4 pm and weekends, adult Weekdays after 4 pm and weekends, infant/cremations/mausoleum Holidays, adult Holidays, infant/cremations/mausoleum	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside
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\*This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided.

3. FIRE: (Code Section 30-33)	FEES
ees:	Cost of permit plus \$50
Working without a permit	And the second s
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$50
Plan Review (Construction)	\$50
New Business Inspection	\$50
ABC/ALE Inspection	\$50
Special Requested Inspections	\$50
Care Homes (foster, respite, therapeutic)	\$50
2nd Reinspection (noncompliance when Codes ARE NOT met)	\$75
3rd Reinspection (noncompliance when Codes ARE NOT met)	\$150
Standby personnel-minimum 4-man engine company	Fema equipment rate plus labo
After hours fire inspection	\$150
Occupying building without a C/O or C/C	\$150
	\$100
Failure to obtain final inspection	\$100
Operational Permits:	670
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
Fumigation and thermal insecticidal fogging	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
	\$125
Pyrotechnic special effects material	\$75
Spraying or dipping	\$75
Temporary membrane structures and tents	
Open burning - land clearing	\$50/acre cleare
Open burning - hazard reduction	No Fe
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per hea
Battery systems	\$75
Compressed gas	\$75
Cyrogenic fluids	\$75
Emergency responder radio coverage systems	\$75
Fire alarm and detection systems and related equipment	\$100
	\$100
Fire pump and related equipment	\$75
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)(per tank if applicable)	
Gates and barricades across fire apparatus access roads	\$75 per gate or barricad
Hazardous materials	\$75
Industrial Ovens	\$75
Private fire hydrants	\$75 per hydrar
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST / installation / removal / repiping / abandonment	\$125
Temporary membrane structures and tents	\$75
4. PARKING: (Code Section 70-272)	FEES
Parking Spaces Monthly Fee (Limited = 7:00a-5:30p M-F, Residential = 24hr, Dumpster = 24hr)	\$20 Limited/\$30 Residential/\$40 Dumpsto
Sign Installation Fee - one-time fee for monthly spaces	\$10
oign installation ree - offe-time ree to morning spaces	5% of monthly b
Late Penalty - Parking Leases billed/managed by CIS (pymt rec'd after due date)	\$30 01 110111111111111111111111111111111
Delinquent Fee - Parking Leases billed/managed by CIS (pymt rec'd 10+ days after due date)	\$25, see code for further detail
Parking Penalties (Code Section 70-274) Leased Space Parking Hangers	
	2 Free, \$3 each additio

5. PARKS AND RECREATION: (Code Section 50-2)	FEES
Athletics and Field Rentals	
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Daily	not to exceed \$5
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Weekend	not to exceed \$13
Adult sports leagues - Mens basketball (per team)	\$450 resident/\$525 nonresident
Adult sports leagues - Womens basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Mens flag football (per team)	\$250 resident/\$325 nonresident
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresident
Adult sports leagues - 5k events per participant	\$30 resident/\$45 nonresident
Adult sports leagues - individual participation for all leagues	\$20 resident/\$30 nonresident
Adult sports leagues - co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$10 resident/\$15 nonresident
Summer basketball program (Adult)	\$15 resident/\$20 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresident
Parent and one child up to age 2 package (\$1.00 for each add'l child up to age 2) (limit of 3)	\$5.50 resident; \$6.75 nonresident
Age 3-17	\$4.00 resident; \$5.00 nonresident
Age 18-54	\$4.50 resident; \$5.50 nonresident
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonresident
Aquatic Center Family Night:	***************************************
	\$1.00 resident; \$1.50 nonresident
Up to age 2	\$2.00 resident; \$2.50 nonresident
Age 3-17	\$2.50 resident; \$3.00 nonresident
Age 18-54	\$1.50 resident; \$2.00 nonresident
Age 55 and up (seniors)	\$60 resident; \$75 nonresident
Aquatic Center season pass	\$70 resident; \$85 nonresident (per hr
Aquatic Center rental (2 hr max) pool party program (facility cost only; staff cost is separate)	\$70 resident; \$65 nonresident (per in)
Aquatic Center Pool Party:	Č150 maidant, Č200 nangaridant
2 Hours - Up to 30 Participants	\$150 resident; \$200 nonresident
31 or greater participants (per person)	\$5
Deposit - Refundable	\$50
Athletic Field - Ballfield Preparation (per field)	
Baseball/Softball	\$25
Football/Soccer/Lacrosse	\$100
Athletic field - Day Use min 2 hrs max 8 hrs (addl after 8 hrs):	
civic organizations/private groups - city sponsored	N/C
schools during school hrs and/or athletic season	N/C
recreation teams *	\$15/hi
civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresiden
*no charge if no field prep is done	
civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonresiden
Athletic field - Night Use min 2 hrs max 4 lighted hrs :	
non-city recreation teams	\$30/h
civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident
civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonresident
Athletic field (full tournament not to exceed 3 days/2 nights)	\$350 + \$25/hr attendant fee
Athletic field (practice - night use - min. 2 hours of light; not to exceed 4 hours)	\$20/hr resident/\$30/hr nonresiden
EXCEPTION: Tournaments and other types of "special" events by non-profit	****
"charitable" organizations for the purpose of fundraising for others are	
negotiated with and determined by the Parks and Recreation Department.	\$30
Batting cages, parties only (2 hours) available offseason only	\$100(sm); \$150(med); \$300(lg) (1-4 sets
Bleacher rentals (daily rental fees)	\$100(\$111), \$150(111ed), \$500(1g) (1-4 sets
(Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	
Recreation Programs	éar tu
Childcare after-school recreation program (resident)	\$35/w
Childcare after-school recreation program (non-resident)	\$50/w
Classes - Adult recreation & fitness (annual) indoor	\$30 resident/\$35 nonresiden
Classes - Adult recreation & fitness outdoor (20 city/80 split w/instructor)	\$6 per clas
Classes - Art (resident) incl instructor fee & some materials (20 city /80 split w/instructor)	\$20-\$15
Classes - Art (nonresident) includes instructor fee & some materials	\$40-\$20
Classes - Ceramics (resident)	\$30; seniors \$2
Classes - Ceramics (nonresident)	\$40; seniors \$3
Dog Park	
Yearly 1 dog	\$25 resident/\$50 nonresiden
Each additional dog	\$20 resident/\$35 nonresiden
One day pass	\$5 resident/\$15 nonresiden
Weekend pass	\$15 resident/\$25 nonresider
Monthly pass	\$20 resident/\$25 nonresiden

Honor/Memory Programs	\$300 tree resident; \$350 nonresident
Honor tree program	\$150 - \$250 depending on the tree species
Tree purchase program	\$750/bench (includes placard)
Memory bench program - new	\$600/bench (includes placard)
Memory bench program - existing	\$000/ Deficit (includes places a)
Recreation Center Facility Rates	
Multi-purpose Room rental (2 hour minimum):	\$30/hr
resident	\$45/hi
nonresident	Ş43/III
Gym rental (2 hour minimum):	\$40/hi
resident	\$40/11 \$55/hi
nonresident	\$33/11
Meeting room rental (2 hour minimum):	ė ar
resident	\$25
nonresident	\$35
Gym - walk-in (1 day)	\$1
Gym - contracted lessons (P&R receives 20% of fee)	80/20% split
Kitchen rental:	
residential	\$25/h
nonresidential	\$35/h
Admission Rate (if admission is charged, this additional hourly rate applies to each room rented)	\$25/h
After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee	\$15/hr room rental + \$20/hr staf
Park Fees	
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$40/hr resident; \$70/hr nonresident
Shelter reservation:	
resident (half day - up to 4 hours)	\$20-\$30 based on location
nonresident (half day - up to 4 hours)	\$30-\$40 based on location
resident (full day - up to 8 hours)	\$30-\$45 based on location
nonresident (full day - up to 8 hours)	\$40-\$55 based on location
company inside city (half day - up to 4 hours)	\$25-\$45 based on location
company outside city (half day - up to 4 hours)	\$40-\$60 based on location
company inside city (half day - up to 8 hours)	\$30-\$60 based on location
company outside city (half day - up to 8 hours)	\$40-\$70 based on location
Sprayground (Daily Admission before noon for group reservations)	\$1 resident/\$3 nonresiden
Summer camps:	\$75 resident/\$95 nonresiden
bear bunch camp (per session)	\$105 resident/\$125 nonresiden
cooking camp	\$75 resident/\$95 nonresiden
sports camp	575 resident/\$95 nonresiden
teen camp	\$25 for 1st/\$20 each additional residen
y.e.s. camp	\$35 for 1st/\$30 each additional nonresiden
y.e.s. camp	\$40 resident/\$70 nonresiden
Swim lesson sessions - 8 classes per session	\$40 Testaetty \$70 Homestaet
(Reduced rate of \$10 per session available for City residents who qualify (application available)	
Youth sports:	\$50 resident/\$80 nonresider
Youth football and cheerleading	\$40 resident/\$70 nonresiden
Youth basketball	\$20 resident/\$50 nonresiden
Youth baseball	\$30 resident/\$45 nonresiden
Youth road races (per participant)	\$30 resident/\$45 nonresider \$25/h
Fishing Tournament Attendant (opening/closing)	
Community Garden (per space)	\$2!
NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are	
limited to 12 hours per day. Rentals exceeding these hours will require director approval.	

6. DEVELOPMENT SERVICES: (Code Section 15-8)	
Amendments - Rezoning & text amendments (per request)	\$375
Appeals (per request)	\$268 (refunded if granted)
Appeal of HPC decision	\$268 (refunded if granted
Board of Adjustment (variance)	\$268
Special called mtg. of Planning & Zoning Board, Board of Adjustments or HPC	\$161
Certificate of zoning compliance letter	\$27
Conditional use permit	\$375
Historic Preservation - Minor works	\$22
Historic Preservation - Major works requiring design review	\$107
Historic Preservation - Major works not requiring design review	\$27
Historic Preservation - Major works not requiring, design review	\$10
Homeowners recovery fee (single family dwelling only)	\$214
Site Plan review	\$321
Special use permit	\$161
Subdivision plan review	\$161 or \$11/lot whichever is greater
P&Z General Subdivision Plan Review Application	\$214 or \$27/lot whichever is greater
Subdivision application - final review	\$214 or \$27/10t whichever is greater
Subdivision application - minor plats & recombination	
Zoning compliance	\$22
Zoning compliance - Residential flood plain	\$54
Zoning compliance - Commercial flood plain	\$107
Zoning permit	\$38
Administrative Fees:	
Weed and debris clearance	\$71
Removing abandoned vehicles	\$71
Boarding up buildings (MHC)	\$84
	1st-\$107 + permit; 2nd-\$161 + permit
Starting work without a permit	3rd-\$214 + permit; 4th-\$268 + permi
	\$5.00
Convenience fee for online payment	75100
Building permit (+ \$17 compliance fee)	heated \$0.21/sf; unheated \$0.16/sf
Residential (min. chg \$38) (single family/townhouse/duplex - per unit for multicomplex)	\$0.18/s
Commercial (min chg \$38)	
Building permit - Demolition (+ \$17 compliance fee)	residential \$161; commercial \$32:
Building permit - Manufactured mobile home	
singlewide/construction trailer; doublewide; triplewide	\$107; \$161; \$214
Building permit - Renovations to existing bldg (+\$17 compliance fee) (per unit for multicomplex)	\$0.16/sf ; min \$38
Certificate of occupancy	\$27/uni
Inspections	Incl. in Bldg permit fe
Inspections - Building compliance	\$107 residential; \$161 commercia
inspections - building compilance	\$75 group home
Inspections - Minimum housing as notified by Customer Service cutoffs	\$38
Inspections - Minimum nousing as notified by Castorner 19	\$75/e
Inspections - Reinspection (bldg, elec, plbg, hvac, insulation)	\$54
Inspections - Plan review, residential up to 1,500 sf	\$81
Inspections - Plan review, residential over 1,500 sf	\$214
Inspections - Plan review, commercial up to 20,000 sf	\$268
Inspections - Plan review, commercial 20,001-40,000 sf	
Inspections - Plan review, commercial 40,001 or greater	\$428
Permit - Electrical (signs & billboards)	\$43
Permit - Electrical (temporary buildings)	\$100
Permit - Electrical	60-150 amp - \$54; 200 amp - \$6
	400 amp - \$75; 401-600 amp - \$8
	601-800 amp - \$9
	801-1000 amp - \$10
	1001-1600 amp - \$11
	over 1600 amp - \$120 + \$11 for eac
	add'l 100 am
and the state of t	\$17/eac
Permit - Electrical heating & cooling	\$33 for 1-5; \$43 for 6-50
Permit - Electrical outlets & wall switches	\$65 for 51-100; \$81 for 101-20
	\$2 each over 20
	\$2 Each over 20
Permit - Electrical light fixtures	\$17/eac
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$1
Permit - Electrical disconnects & subpanels	\$13/eac
Permit - Gas piping & distribution system (residential)	\$2.
Permit - Gas appliances	\$1
Permit - Gas appliances  Permit - Gas refrigeration - coolers/freezers (each unit)	\$2
It willing the confidence of t	\$2

Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee)	
Residential (min. chg \$38)	\$54 per unit + \$27/ea. addt'l unit
Commercial (min chg \$38)	\$65 per unit + \$33/ea. addt'l unit
Permit - Mechanical Residential (HVAC)	\$107 + \$54/ea addl unit
Permit - Mechanical Commercial (HVAC) - roof or ground level units	\$43 + \$7/ton
Permit - Plumbing each fixture	\$11
Permit - Plumbing, backflow preventer (in system)	\$22
Permit - Plumbing, floor drain & grease traps	\$11
Permit - Plumbing, heat pump connections	\$22/each
Permit - Plumbing, lawn sprinkler	\$33
Permit - Plumbing, water distribution system	\$17
Permit - Plumbing, water distribution system  Permit - Plumbing, replace or alter existing system	\$17
Permit - Plumbing, replace of alter existing system  Permit - Plumbing, sewer distribution system	\$17
Permit - Plumbing, sewer distribution system  Permit - Signs (building permit - based on sign value)	\$1 - \$500 = \$65;
Permit - Signs (building permit - based on sign value)	\$501-\$1,000 = \$75
	\$1,001-\$5,000 = \$86
	\$5,001-\$10,000 = \$97
	over \$10,000 = \$107
	\$214
Permit - Signs (shopping center master)	\$33
Permit - Signs (temporary, permanent) (additional fees may apply)	\$22
Permit - Tree removal	722
7. POLICE: (Code Section 42-32)	FEES
Accident report	N/C
Citizens Academy fee	\$25
False Alarm	\$50 on and after 3rd offense
Fingerprinting	\$10
Funeral escorts	\$50 per escort w/48 hrs
Tuneral escorts	notice; \$100 per escort w/o 48 hrs notice
	\$27/hr (5am to 11pm; \$35/hr (11pm to 5am),
	3hr. min. pd to officer
Off-duty fee	
	\$35/hr (5am to 11pm); \$40/hr (11pm to 5am)
Off-duty fee for Federal/City Holiday	3hr. min. pd to officer
Pawnbroker - initial license application fee	\$50
Pawnbroker - renewal license fee	\$25
Permit - Alarm Registration (first permit/annual renewal)	\$25
Permit - Alarm failure to register	N/C
Permit - Outdoor amplified sound	N/C
Precious Metal Permits:	
Dealer permits (annual)	\$180
TO 100 MIN 100	\$180
Special occasion permit	\$10
Employee certificate of compliance	\$10
Employee certificate of compliance (annual renewal fee)	\$38
Fingerprints (processed for dealer permits - SBI fee)	\$250 to be on rotation list
Wrecker - (includes inspection) Parking Penalties (Code Section 70-235)	\$25, see code for further detail

PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)	FEES
ity Sponsored Event Fees:	\$25
lendor Permit Fee	\$35
ood Vendor Service Fee	
IonCity Sponsored Event Fees:	ės.
endor Permit Fee	\$35
ood Vendor Service Fee	\$45
arricade	\$5 ea
City Labor: (Hourly Rates)	\$29
Fire - Lieutenant/Inspector	\$23
Fire - Specialist	\$35
Police - Officers (On Duty Rate)	\$33
Police - Officers (Off Duty Rate)	\$27
Public Works - Supervisor	1.00
Public Works - Equipment Operator	\$26
Public Works - Maintenance Worker	\$22
Recreation - Supervisor (per person)	\$35
Recreation - Park Staff (per person)	\$22
	FEES
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees:	
	Hourly rate with benefits*
Labor	Actual cost
Material	Hourly rate per FEMA schedule*
Equipment trucks	
*see explanation at the end of this Fee Schedule	\$150
Permit - Sidewalk Café	\$75
Permit - Nonprofit street banners	Hourly Equipment rate per FEMA schedule + Labor
Public nuisance	\$2
Safety cones (use)	\$25
Safety cones (replacement)	Material cost + labor
Signs - regulatory / right-of-way	Material cost + labor
Signs - Community watch	Material cost + labor
Signs - Handicapped	
Signs - Hardware (1 set)	Material cost + labor
Signs - Maximum penalty	Material cost + labor
Signs - No parking-fire lane	Material cost + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
Street doubles from a straight of the straight	FEES
10. REFUSE: (Code Section 62-37)	1665
Commercial refuse (65-gal cart / 1x week service)	\$14.75 /month+ \$14.75 ea add
Commercial refuse (05-gal cart / 1x week service)	\$29.49/month
Dumpster services - 2 yd (1x week service)	\$58.98/month
Dumpster services - 4 yd (1x week service)	\$88.47/month
Dumpster services - 6 yd (1x week service)	\$117.96/month
Dumpster services - 8 yd (1x week service)	1 @ no charge
Refuse container	\$14.75
Residential service (65-gal cart / 1x week service)	50% of residential service
Seniors Exemption Credit	
11. UTILITIES - ELECTRIC: (Code Section 74-46)	FEES
Electric rates	See rate ordinance adopted 7/1/1
Additional fee if service needs to be disconnected by	1100
City personnel at pole due to meter/service tampering	\$160
City personnel at pole due to delinquency	\$160
Changed payment arrangement fee	\$30
Connection/Transfer Fee	\$30
Connection/Transfer Fee - holidays, weekends and after 11 am weekdays	\$75
Connection/ transfer ree - nonuays, weekends and after 11 am weekends	\$30
Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good	2x highest bills in last 24 months Not to exceed \$50
payment history)	2x highest bills in last 24 month
Deposit - Commercial/Industrial (refunded after 60 months with good payment history)	\$100
Fee if payment is not made in night drop as agreed	5% of monthly b

leter change out fee	\$155 \$400
leter Diversion Fee (Meter Tampering Investigation)	\$75
leter test for meters less than 5 years old payable in advance (refunded if meter fails test)	N/C
ayment Arrangement Fee	\$25
econnection Fee during normal business hours for delinquency	17000
econnection Fee duting normal business reconnection Fee 7:30 PM to 11:00 PM for delinquency	\$75
econnection Fee after 11 PM or on weekends for delinquency	\$150
econnection ree after 11 PW of on Westerna for delinquency	
emporary electric service and/or utility pole	Cost of switch from latest bid
oad management switch recovery fee	2% installed costs min. 5yrs, \$75/mo.
xtra facilities charge	\$350
dditional pole	\$1.05/ft.
H extension beyond two pole spans	\$7.70/ft.
G line extension beyond 300 ft.	\$735
H to UG conversion of service	Sidewalk - \$115; paved driveway - \$460
G Crossings	street - \$950 water; sewer or gas - \$345
	\$7.70
nderground service length	\$6.43
ost per linear foot	\$310
econd trip to site	\$100/hr 2 hr min.; if service is req'd to be
ervice drop after normal working hours (24-hr notice req'd)	\$100/Nr 2 nr min.; if service is req a to be
ervice drop after normal working treasure.	reconnected, a min. chg of 4 hrs applie
	16 6
Repair Fees:	Hourly Employee Rate w/Benefit
Labor	Actual Warehouse cost + 10%
Material	Hourly Rate per FEMA schedule
Equipment /Trucks	
AND STAND, Viola Sections 74-97 and 74-121)	FEES
12. UTILITIES - WATER AND SEWER: (Code Sections 74-97 and 74-121)	
	See ordinance adopted 6/12/1
Water and sewer system development fees and connection fees	See ordinance adopted 6/23/1
Water and sewer rates	
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
e / cul	
Pretreatment Programs Fees for SIU's:	\$500
Pretreatment - Permit Application	\$250
Pretreatment - Permit Modification	\$50
Pretreatment - Permit renewal	\$30
Pretreatment - Annual administrative fee	\$10
Pretreatment - Annual inspection	\$25
Pretreatment - Permit fine	\$100/mon
Pretreatment - Admin. Fee for monthly review	\$500 + analyses ch
Pretreatment - Unscheduled sampling	\$10
Pretreatment - Permit limit violation	\$25
Pretreatment - Technical review criteria	\$50
Pretreatment - Significant noncompliance	\$300
	Ć2
Pretreatment - BOD	\$3
surcharge ceiling conc. (mg/L)	\$0.
surcharge cost per pound	contract labor co
charge for analysis	
Pretreatment - TSS	\$2
	\$0.
surcharge ceiling conc. (mg/L)	contract labor of
surcharge ceiling conc. (mg/L) surcharge cost per pound	
surcharge cost per pound charge for analysis	
surcharge cost per pound charge for analysis	the United States Department of Homeland Security Federal
surcharge cost per pound charge for analysis	the United States Department of Homeland Security Federal s may be found at www.fema/gov/schedule-equipment rate
surcharge cost per pound charge for analysis  FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by	the United States Department of Homeland Security Federal s may be found at www.fema/gov/schedule-equipment rates
surcharge cost per pound charge for analysis  FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rate Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.	sillay be round at the same at
surcharge cost per pound charge for analysis  FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by	sillay be round at the same at

### **AGENDA ITEM COVER SHEET**

Agenda Item Title	Aae	enda	a Ite	m T	itle
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Agenda Item Title: Consider Adopting Ordinance to Amend Chapter 74 "Utilities" of the Code of Ordinances

Date of Meeting 06/25/19	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA Director of Finance
Call for Public Hearing ☐ Yes ✔ No	Date of Public Hearing
Explanation of Item:	
The attached ordinance repeals Articl July 1, 2019	le VI "Stormwater Utilities Fees" in its entirety effective
Actions Needed by Board:	
Adopt Ordinance	
Is item time sensitive? ✓ Yes ☐ N	0
Will there be advocates/opponents	at the meeting? Yes No
Backup Attached:	
Memo; Ordinance	
Cost of Agenda Item:	
If this item requires an expenditure certified by the Finance Director :	e, has it been budgeted and are funds available and Yes No
Additional notes:	



Office of the Director of Finance

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

FROM: Joseph R. Sabatelli, CPA - Director of Finance

DATE: June 13, 2019

RE: Repeal of Stormwater Utility and Fees

#### **Background**

At their annual retreat on January 26, 2019, the Board of Aldermen elected to repeal the Stormwater Utility as well as the associated fund and fees at the end of the June 30, 2019 fiscal year, and transfer all activities of the Stormwater Fund to the General Fund. The Board directed staff to provide a revenue neutral property tax rate be included with recommended budget to replace the Stormwater Fee revenues. The new rate was adopted by the Board and the Fiscal Year 2019-2020 incorporates the elimination of the Stormwater Fund and fees.

#### **Current**

The Board must adopt an ordinance that repeals the Stormwater Utility and Fees. This will complete all formal requirements directed by the Board of Aldermen.

#### Requested Action

The Board consider adopting the attached ordinance repealing the Stormwater Utility and Fees at its June 25, 2019 meeting.

## AN ORDINANCE TO AMEND CHAPTER 74 "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect certain revisions to Chapter 74 "Utilities" of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Chapter 74 "Utilities" of the Code of Ordinance of the City of New Bern be and the same is hereby amended by deleting Article VI "Stormwater Utility and Fees" in its entirety.

SECTION 2. This ordinance shall be effective on July 1, 2019.

ADOPTED THIS 25th DAY OF JUNE, 2019.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

### AGENDA ITEM COVER SHEET

Consider Adopting an Ordinance to Amend the Hurricane Florence Grants Fund

Agenda Item Title:

Date of Meeting 12/11/18	Ward # if applicable N/A
Department Finance	Person Submitting Item: JR Sabatelli, CPA, Dir of Finance
Call for Public Hearing Yes VNo	Date of Public Hearing
44 OO40 Additional fundit	orence grant fund on October 9, 2018 and amended it oning is necessary to continue recovery efforts and account attached amendment increases the budget by \$7 million.
Actions Needed by Board: Adopt Ordinance	
Is item time sensitive? Yes 🗸 N	0
Will there be advocates/opponents	at the meeting? Yes INO
Backup Attached: Memo, Ordinance	
Cost of Agenda Item:  If this item requires an expenditure certified by the Finance Director:	, has it been budgeted and are funds available and ☑Yes ☑No



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

FROM: Joseph R. Sabatelli, CPA - Director of Finance

DATE: June 14, 2019

RE: Amend the Hurricane Florence Fund

#### **Background**

Hurricane Florence came through our area on September 12<sup>th</sup> through the 14<sup>th</sup> and as a result, the City of New Bern is eligible for reimbursements through our insurance provider, FEMA, and the State of North Carolina. The City experienced extensive damages throughout its properties, and as a result, has and will incur substantially large costs for emergency services, utility restoration, debris removal, repairs and replacement of property and equipment, mitigation efforts, mutual aid and other related expenses. The Board of Aldermen current amended budget of the Hurricane Florence Fund is \$8.0 million. The Hurricane Florence Fund aids in the accounting of revenues and expenses related to this event. Future budget amendments were and are expected as recovery efforts, repairs, replacements and mitigation costs are identified. The attached amendment of \$7.0 million will allow for the transfer of staff time and benefits to the fund and includes direct administrative costs and recovery efforts to continue. Please note that future budget amendments will be necessary for other major initiatives including Stanley White.

### Requested Action

It is requested that the Board adopt the ordinance to amend the grant fund at its meeting to be held on June 25, 2019.

### AMENDMENT TO GRANT PROJECT ORDINANCE **Hurricane Florence Fund**

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

That Section 4 of the Ordinance adopted on October 9, 2018 and amended Section 1. on December 11, 2018 is hereby amended for additional estimated revenues:

> \$1,700,000 Insurance Proceeds Increase: 5,300,000 **Grant Revenues**

\$7,000,000

That Section 5 of the Ordinance adopted on October 9, 2018 and amended Section 2. on December 11, 2018 is hereby amended for additional appropriations:

> \$7,000,000 Increase: Hurricane Florence

This amendment shall become effective upon adoption. Section 3.

ADOPTED THIS 25<sup>TH</sup> DAY OF JUNE, 2019.

DANA E. OUTLAW, MAYOR BRENDA E. BLANCO, CITY CLERK

### **AGENDA ITEM COVER SHEET**

Consider Adopting Ordinance to Amend the FY2018-19 Operating Budget Adopted on April 23, 2019

Agenda Item Title:

Date of Meeting 6/25/2019 Ward # if applicable N/A
Department Finance Person Submitting Item: JR Sabatelli, CPA Director of Finance
Call for Public Hearing Yes No Date of Public Hearing
Explanation of Item:  The attached ordinance corrects the amendment of the FY2018-19 Operating Budget originally adopted on April 23, 2019 for various funds for the refinancing of the Installment Purchase debt for the ERP Phase I Project and acceptance of a \$17,500 GHSP grant to purchase a patrol vehicle.
Actions Needed by Board: Adopt Budget Ordinance Amendment
Is item time sensitive? Ves No
Will there be advocates/opponents at the meeting? Yes No
Backup Attached: Memo; Budget Ordinance Amendment
Cost of Agenda Item:  If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director: Yes No  Additional notes:



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

Joseph R. Sabatelli, CPA - Director of Finance FROM:

June 18, 2019 DATE:

Amendment to Budget Ordinance Amendment to the FY2018-19 Operating RE:

Budget Adopted on April 23, 2019

Background

The Board adopted a budget ordinance amendment on April 23, 2019 with the following explanations:

The ordinance amended the operating budget for Fiscal Year 2019 for the amount of appropriations necessary to advance repay the Installment Purchase debt for ERP Phase I. The Fiscal Year 2019 equipment financing approved by the Board on March 26, 2019 included an amount to refinance the remaining \$400,000 of this debt. This budget amendment was required to complete that transaction.

On March 12, 2019 the Board of Aldermen adopted a resolution authorizing the Police Department to submit an application for the 2019 Governor's Highway Safety Program (GHSP). The City of New Bern received the GHSP grant award for \$17,500 for the purchase of a patrol vehicle for use in traffic enforcement and education. This budget ordinance amendment accepted the grant and established the necessary budget. There is a \$7,500 City match required for combined total of \$25,000. The trade-in value received on an existing 2013 Harley Davidson motorcycle will fulfill the City's match requirement.

Current

The original amendment listed Schedule E – Electric Fund twice within Section 2 – Estimated Revenues, making the amendment out of balance. This amendment corrects that and replaces the incorrect revenue with Schedule K - Grants Fund

**Requested Action** 

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on April 23, 2019.

#### CITY OF NEW BERN, NORTH CAROLINA

#### AMENDMENT TO BUDGET ORDINANCE AMENDMENT ADOPTED APRIL 23, 2019

#### Fiscal Year 2018-2019

FROM: Joseph R. Sabatelli, Director of Finance MEETING DATE: June 25, 2019 EXPLANATION: This amendment corrects an original budget ordinance amendment adopted on April 23, 2019 identified as #19-011. In Section 2 - Estimated Revenues, the original amendment referenced Schedule E - Electric Fund, when it should have referenced Schedule K - Grants Fund.

As a reminder, this amendment was adopted to appropriate funds necessary to repay the ERP Phase I Installment Purchases as part of the Fiscal Year 2019 capital financing Installment Purchase approved by the Board on March 26, 2019.

On March 12, 2019, the Board of Aldermen adopted a resolution authorizing the Police Department to submit an application for the 2019 Governor's Highway Safety Program (GHSP). The City of New Bern received the GHSP grant award for \$17,500 for the purchase of a patrol vehicle for use in traffic enforcement and education. This budget ordinance amendment accepts the grant and establishes the necessary budget. There is a \$7,500 City match required for combined total of \$25,000. The trade-in value received on an existing 2013 Harley Davidson motorcycle will fulfill the City's match requirement.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2018-2019 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

#### Section 1 - Appropriations

Schedule A -	General Fund			
Increase:	Administration		\$	19,998
	Information Techn	ology		16,962
	Finance:	Accounting		91,966
		Warehouse		32,105
	Human Resources	5		13,066
	Development Serv	vices		12,948
	Public Works:	Administration		18,979
			_\$	206,024
Schedule C	- Water Fund			
Increase:	Water Debt Service	e	\$	40,000
				40,000

Schedule D - Sewer Fund		
Increase: Sewer Debt Service		40,000
	\$	40,000
Schedule E - Electric Fund		
Increase: Electric Debt Service		113,976
morodos. — Listania	\$	113,976
Schedule K - Grants Fund		
Increase: Police - SRF	_\$	25,000
	\$	25,000
Section 2 - Estimated Revenues  Schedule A - General Fund		
Increase: Proceeds from Borrowing		206,024
	\$	206,024
Schedule C - Water Fund Increase: Proceeds from Borrowing	\$ \$_	40,000 40,000
Schedule D - Sewer Fund		
Increase: Fund Balance Appropriated	_\$	40,000
	<u>\$</u>	40,000
Schedule E - Electric Fund Increase: Proceeds from Borrowing	\$ 	113,976 113,976
Schedule K - Grants Fund		
- ·· • • • •	\$	17,500
Increase: Police - SRF  City Match	\$	7,500
City Mator	\$	25,000

E OF TRANSACTIONS: _ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
 TRANSFER WITHIN ACCOUNTS OF SAME FUND
 OTHER:
APPROVED BY THE BOARD OF ALDERMEN AND ENTERED ON MINUTES DATED AGENDA ITEM NUMBER
BRENDA E. BLANCO, CITY CLERK

### CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO

#### Fiscal Year 2018-2019

FROM: Joseph R. Sabatelli, Director of Finance

MEETING DATE: April 23, 2019

EXPLANATION: This Amendment appropriates funds necessary to repay the ERP Phase I Installment Purchases as part of the Fiscal Year 2019 capital financing Installment Purchase approved by the Board on March 26, 2019.

On March 12, 2019 the Board of Aldermen adopted a resolution authorizing the Police Department to submit an application for the 2019 Governor's Highway Safety Program (GHSP). The City of New Bern received the GHSP grant award for \$17,500 for the purchase of a patrol vehicle for use in traffic enforcement and education. This budget ordinance amendment accepts the grant and establishes the necessary budget. There is a \$7,500 City match required for combined total of \$25,000. The trade-in value received on an existing 2013 Harley Davidson motorcycle will fulfill the City's match requirement.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2018-2019 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

#### Section 1 - Appropriations

Schedule A -	General Fund			
Increase:	Administration		\$	19,998
110,000.	Information Techn	ology		16,962
	Finance:	Accounting		91,966
	i illanoc.	Warehouse		32,105
	Human Resources			13,066
	• • • • • • • • • • • • • • • • • • • •			12,948
	Development Sen	Administration		18,979
	Public Works:	Administration	\$	206,024
Schedule C	- Water Fund			40.000
Increase:	Water Debt Servi	ce		40,000
			<u> </u>	40,000

Schedule D -	Sewer Fund		40.000
Increase:	Sewer Debt Service	\$	40,000
		\$	40,000
Schedule E -	Electric Fund Electric Debt Service	<u>\$</u>	113,976 113,976
		Ψ	110,070
Schedule K - Increase:	Grants Fund Police - SRF	\$ \$	25,000 25,000
	Section 2 - Estimated Revenues		
Schedule A	- General Fund	•	206 024
Increase:	Proceeds from Borrowing		206,024 206,024
		\$	200,024
Schedule C	- Water Fund	•	40.000
Increase:	Proceeds from Borrowing	<u>\$</u> \$	<u>40,000</u> <u>40,000</u>
Schedule D Increase:	- Sewer Fund Fund Balance Appropriated	\$ \$	40,000 40,000
	- Electric Fund Proceeds from Borrowing	\$ \$	113,976 113,976
Schedule E	- Electric Fund Should state "Schedule K - Grants Fund"	•	47 500
Increase:	Police - SRF	\$	17,500 7,500
	City Match	<u>\$</u> \$	7,500 25,000
		<u> </u>	20,000

NATUF	RE OF TRANSACTIONS:ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
	_ TRANSFER WITHIN ACCOUNTS OF SAME FUND
	_OTHER:
	APPROVED BY THE BOARD OF ALDERMEN AND ENTERED ON MINUTES DATED APRIL 23, 2019  AGENDA ITEM NUMBER 12
	Brenda & Blanco BRENDA E. BLANCO, CITY CLERK

### **AGENDA ITEM COVER SHEET**

Consider Adopting Ordinance to Amend the FY2018-19 Operating Budget for Various Funds

Agenda Item Title:

Additional notes:

Date of Meeting 06/25/19	Ward # if applicable N/A
Department Finance	Person Submitting Item: Joseph R. Sabatelli, CPA
Call for Public Hearing Yes V No	Date of Public Hearing
Explanation of Item:	
The attached ordinance amends the Sewer, Electric, Stormwater, Employer Sewer Capital Reserve and Rate Sta	FY2018-19 Operating Budget for the General, Water, ees' Benefit Insurance, Grants, Water Capital Reserve, ibilization Funds.
Actions Needed by Board: Adopt Budget Ordinance Amendmen	nt
Is item time sensitive? Yes N	
Backup Attached:	
Memo; Budget Ordinance Amendme	ent
Cost of Agenda Item:	
_	e, has it been budgeted and are funds available and



Office of the Director of Finance

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

FROM: Joseph R. Sabatelli, CPA - Director of Finance

DATE: June 20, 2019

RE: Amendments to the FY2018-19 Operating Budget

### **Background Information**

This budget ordinance allows for the budget amendments for Fiscal Year 2018-19 to ensure all projected expenditures have sufficient budget and to realign the revenues to equal the appropriations.

The General Fund budget is amended to redistribute funds within the various divisions of Public Works; acknowledge the transfer required to close the Stormwater Fund which amended for the same; estimated revenues for PILOT transfers from the utility funds are increased. The Electric, Water and Sewer Funds budgets are amended to meet the actual PILOT due. The Electric Fund is amended to redistribute funds within its various divisions; increase power supply costs; establish a transfer from the Rate Stabilization Fund. The Water and Sewer Funds are amended to allocate the estimated system development fees to the respective Capital Reserve Funds; the capital reserve funds are adjusted to recognize this increase. The Employees' Benefit Insurance Fund is amended to cover additional health and workers compensation claims costs associated with maintaining these programs. The Grants Funded is amended for rollovers from Fiscal Year 2017-2018 and the new Bullet Proof Vest Grant of \$5,770 (the match of \$5,770 was included with the original adopted budget).

### **Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on June 26, 2019.

### CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2018-2019

FROM: Joseph R. Sabatelli, Director of Finance

Meeting Date: June 25, 2019

#### **EXPLANATION:**

This budget ordinance allows for the budget amendments for Fiscal Year 2018-19 to ensure all projected expenditures have sufficient budget and to realign the revenues to equal the appropriations. The General Fund budget is amended to acknowledge additional costs Public Buildings and redistribute funds within the divisions of Public Works; estimated revenues are increased for additional Utility Fund PILOT transfers. The Electric, Water and Sewer Funds budgets are amended to meet the actual PILOT due. The Electric Fund is amended to redistribute funds within its various divisions for additional power supply costs and transfer necesssary funds from the Rate Stabilization Fund. The Water and Sewer Funds are amended to allocate the estimated system development fees to the respective Capital Reserve Funds; the capital reserve funds are adjusted to recognize this increase. The Stormwater Fund is amended for debt service requirements as well as the transfer of the fund to the General Fund; the General Fund includes an acknowledgement of the transfer. The Employees' Benefit Insurance Fund is amended to cover additional health claims costs associated with maintaining this program. The Grants Fund is amended to acknowledge grants that rolled from Fiscal Year 2017-2018 and the new Bullet Proof vest grant of \$5,770 (the match of \$5,770 was included with the original adopted budget).

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2018-2019 Annual Budget ORDINANCE IS AMENDED AS FOLLOWS:

### Section 1 - Appropriations

Schedule A - GENERAL FUND	
Increase: Public Works Public Buildings Contingency	\$ 50,000 200,000
Decrease: Public Works Streets	\$ (38,176) 211,824
Schedule C - WATER FUND Increase: Interfund Transfers & Transfer Supports Decrease: Contingency	 108,806 (6,306) 102,500

Schedule D - SEWER FUND Increase: Interfund Transfers & Transfer Supports		301,929 (3,179)
Decrease: Sewer Collection System Maintenance	\$	298,750
Schedule E - ELECTRIC FUND Increase: Power Supply Interfund Transfers & Transfer Supports Decrease: Electric Administration Utility Business Office Contingency	\$	800,000 2,339 (50,000) (93,916) (158,423) 500,000
Schedule F - STORMWATER FUND Increase: Stormwater Debt Service Interfund Transfers & Transfer Supports	\$	40,000 200,000 240,000
Schedule G - EMPLOYEES' BENEFIT INSURANCE FUND Increase: Employee Benefits	_\$_	550,000
Schedule K - GRANTS FUND Increase:  Police - SRF Fire - SRF Parks & Recreation SRF Transfer to Fund Balance	<u>\$</u>	17,347 14,866 2,079 15,282 49,574
Schedule M - WATER CAPITAL RESERVE FUND Increase: Water Capital Reserve		102,500
Schedule N - SEWER CAPITAL RESERVE FUND Increase: Sewer Capital Reserve		298,750
Schedule O - RATE STABILIZATION FUND Increase: Interfund Transfers & Transfer Supports	_\$_	500,000
Section 2 - Estimated Revenues		
Schedule A - GENERAL FUND Increase: Transfer from Other Funds Transfer from Electric PILOT Transfer from Water PILOT Transfer from Sewer PILOT	\$	200,000 2,339 6,306 3,179 211,824

Schedule C - WATER FUND Increase: Charges for Sales & Service	\$ 102,500
Schedule D - SEWER FUND Increase: Charges for Sales & Service	\$ 298,750
Schedule E - ELECTRIC FUND Increase: Transfers from Other Funds	\$ 500,000
Schedule F - STORMWATER FUND Increase: Fund Balance Appropriated	\$ 240,000
Schedule G - EMPLOYEES' BENEFIT INSURANCE FUND Increase: Investment Earnings Interfund Reimbursement Fund Balance Appropriated	\$ 12,000 175,000 363,000 \$ 550,000
Schedule K - GRANTS FUND Increase: Police SRF Fire SRF	\$ 35,574 14,000 \$ 49,574
Schedule M - WATER CAPITAL RESERVE FUND Increase: Transfer from Water Fund	\$ 102,500
Schedule N - SEWER CAPITAL RESERVE FUND Increase: Transfer from Sewer Fund	\$ 298,750
Schedule O - RATE STABILIZATION FUND Increase: Fund Balance Appropriated	\$ 500,000

NATURE	OF TRANSACTION:
X	_ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
Χ	TRANSFER WITHIN ACCOUNTS OF SAME FUND
X	OTHER: Appropriate Fund Balance
	APPROVED BY THE BOARD OF ALDERMEN AND ENTERED ON MINUTES DATED JUNE 25, 2019 AGENDA ITEM NUMBER
	BRENDA E. BLANCO, CITY CLERK



Development Services 303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7581

TO

Alderwoman Harris

FROM:

Morgan Potts, AICP

DATE:

February 7, 2019

SUBJECT: Planning and Zoning Board Appointment

#### Dear Alderwoman Harris:

Carol Williams' second term on Planning and Zoning Board has ended and is not eligible for reappointment at this time due to term limits. You are requested to nominate an appointee whose term will conclude June 30, 2021. Ms. Williams may continue to serve until an appointment has been made.

The duties of the Planning and Zoning Board are to conduct studies and make recommendations to the Board of Aldermen on matters concerning plans, goals and objectives relating to the growth, development and redevelopment of the City and the surrounding extra-territorial planning area. In addition, the Board makes recommendations on proposed conditional use permits, zoning and rezoning requests, subdivision plan approvals, and changes to the Land Use Ordinance.

The Land Use Ordinance requires that all Planning and Zoning Board members have demonstrated special interest, experience or education in banking, economics, environmental and land use policy, housing or other industry. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the office and must regularly attend meetings lasting 1-3 hours each month.

To appoint a person of your choosing, please provide the contact information to the City Clerk for inclusion on the Board's next meeting agenda. If you have anyone in mind or have any other questions or need information, please contact me at 639-7583.

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Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



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

Mark A. Stephens City Manager

#### **Memorandum**

TO: Alderman Johnnie Ray Kinsey

FROM: Brenda Blanco, City Clerk

DATE: March 15, 2019

SUBJECT: Appointment to Board of Adjustment

On November 13, 2018, you appointed Anne Schout to an alternate seat on the Board of Adjustment. Mrs. Schout has tendered a resignation effective March 1, 2019. You are requested to appoint someone to fill the remainder of her seat, which will expire on November 12, 2021.

/beb



Development Services 303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7581

TO: Mayor Dana Outlaw

**FROM:** Morgan Potts, AICP

City Planner

**DATE:** May 9, 2019

**SUBJECT:** Historic Preservation Commission Appointment

#### Mayor Outlaw:

Commissioner and Chairman David Griffith's term on the HPC will expire on May 15, 2019. He has served two consecutive terms with distinction, and is not eligible for reappointment at this time. He has served the Commission in a leadership capacity for many years, and is to be commended for his six years of committed service to New Bern. You are requested to nominate a replacement to fill this important vacancy on the Historic Preservation Commission. The new appointee will serve a 3-year term. To aid in the selection process, the City Clerk maintains a file of interested applicants and their resumes.

The Historic Preservation Commission is a "quasi-judicial" administrative board consisting of nine members. The Commission's major responsibilities are to monitor and protect the City's valuable historic and cultural resources. Appointees must have demonstrated special interest, experience or education in history, architecture, archeology or similarly-related fields. The Historic Preservation Commission meets twice each month; first in an informal design review at 5:30 p.m. on the first Wednesday of the month and second in a full regular meeting on the third Wednesday of the month at 5:30 p.m. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the position and must attend approximately two-hour meetings twice a month and as otherwise needed. It is strongly recommended that whoever is appointed have a strong background in, and familiarity with New Bern's Historic Districts and is capable of allotting the necessary time and effort to historic preservation.

To nominate the person of your choice, please provide their contact information to the City Clerk at the time the appointment is made. If you have questions or need additional information, please contact me at 639-7583.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



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

Mark A. Stephens City Manager

MEMO TO:

Alderman Bobby Aster

FROM:

Brenda Blanco, City Clerk

DATE:

May 31, 2019

SUBJECT:

Appointment to Police Civil Service Board

Jon Skinner's term on the Police Civil Service Board will expire on June 30, 2019. Members of this Board are not eligible to serve more than one consecutive term. For that reason, Mr. Skinner is not eligible for reappointment. You are asked to make a new appointment to fill this seat for a two-year term.

When considering an appointee, please bear in mind the Civil Service Board does not have regularly-scheduled meetings as do most other City Boards and Commissions. Instead, meetings are on an as-needed basis and are almost always held during normal working hours of 8 a.m. to 5 p.m. For this reason, it is prudent for an appointee to have a flexible schedule that would permit attending hearings that are not only conducted during the day, but also are scheduled on relatively short notice and often last all day and possibly two to three days.

Additionally, the City's charter provides members shall be appointed based upon relevant professional experience. Appointees cannot be a member of the Board of Aldermen, an elected officer, a member or employee of the Police Department or a person who has served as a volunteer in the Police Department within the previous 36 months, or an employee of the City. Appointees shall be a qualified voter in the City's municipal election.

/beb

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



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

Mark A. Stephens City Manager

MEMO TO:

Alderman Johnnie Ray Kinsey

FROM:

Brenda Blanco, City Clerk

DATE:

May 31, 2019

SUBJECT:

Appointment to Police Civil Service Board

Craig Badder's term on the Police Civil Service Board will expire on June 30, 2019. Members of this Board are not eligible to serve more than one consecutive term. For that reason, Mr. Badder is not eligible for reappointment. You are asked to make a new appointment to fill this seat for a two-year term.

When considering an appointee, please bear in mind the Civil Service Board does not have regularly-scheduled meetings as do most other City Boards and Commissions. Instead, meetings are on an as-needed basis and are almost always held during normal working hours of 8 a.m. to 5 p.m. For this reason, it is prudent for an appointee to have a flexible schedule that would permit attending hearings that are not only conducted during the day, but also are scheduled on relatively short notice and often last all day and possibly two to three days.

Additionally, the City's charter provides members shall be appointed based upon relevant professional experience. Appointees cannot be a member of the Board of Aldermen, an elected officer, a member or employee of the Police Department or a person who has served as a volunteer in the Police Department within the previous 36 months, or an employee of the City. Appointees shall be a qualified voter in the City's municipal election.

/beb

Sabrina Bengel Jameesha S. Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



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

Mark A. Stephens City Manager

**TO:** Alderman Sabrina Bengel

**FROM:** Bradleigh Sceviour

Land & Community Development Administrator

**DATE:** June 21<sup>st</sup> 2019

**SUBJECT:** Board of Adjustment Appointment.

Mr. Kenneth "Kip" Peregoy's term of office as a regular member of the City of New Bern Board of Adjustment expires on June 30, 2019. Mr. Peregoy has served with distinction and dedication for a three-year term and is eligible to serve an additional term. Staff strongly recommends that Mr. Peregoy be reappointed to a final three-year term on the Board of Adjustment. An appointment is limited to a 3-year term with a maximum of two consecutive terms of office.

The Board of Adjustment is a quasi-judicial body acting independently from the Board of Aldermen. Board membership is composed of 10 regular and 3 alternate members. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the position and must attend approximately two hour meetings on the last Monday night of each month. The Board's major responsibilities are the granting of variances, appeals and special use permits. Members must have the ability to read and understand complex land ownership and development issues.

To nominate Mr. Peregoy or another citizen of your choosing, please provide the contact information to the City Clerk for inclusion on the Board's next meeting agenda. If you have questions or need additional information, please contact me at 639-7582.

Sabrina Bengel Jameesha S. Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 6364000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

**TO:** Alderman Robert Aster

FROM: Bradleigh Sceviour

Land & Community Development Administrator

**DATE:** June 21<sup>st</sup> 2019

**SUBJECT:** Board of Adjustment Appointment.

Mr. Peter Walker resigned from the Board of Adjustment and his seat will need to be filled. You are requested to nominate an appointment to fill this seat on the Board of Adjustment.

The Board of Adjustment is a quasi-judicial body acting independently from the Board of Aldermen. Board membership is composed of 10 regular and 3 alternate members. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the position and must attend approximately two hour meetings on the last Monday night of each month. The Board's major responsibilities are the granting of variances, appeals and special use permits. Members must have the ability to read and understand complex land ownership and development issues.

To nominate a citizen of your choosing, please provide the contact information to the City Clerk for inclusion on the Board's next meeting agenda. If you have questions or need additional information, please contact me at 639-7582.

Sabrina Bengel Jameesha S. Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 6364000 Dana E. Outlaw Mayor

Mark A. Stephens City Manager

**TO:** Alderman Barbara J. Best

**FROM:** Bradleigh Sceviour

Land & Community Development Administrator

**DATE:** June 21<sup>st</sup> 2019

**SUBJECT:** Board of Adjustment Appointment.

Mr. Steve Strickland resigned from the Board of Adjustment and his seat will need to be filled. You are requested to nominate an appointment to fill this seat on the Board of Adjustment.

The Board of Adjustment is a quasi-judicial body acting independently from the Board of Aldermen. Board membership is composed of 10 regular and 3 alternate members. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the position and must attend approximately two hour meetings on the last Monday night of each month. The Board's major responsibilities are the granting of variances, appeals and special use permits. Members must have the ability to read and understand complex land ownership and development issues.

To nominate a citizen of your choosing, please provide the contact information to the City Clerk for inclusion on the Board's next meeting agenda. If you have questions or need additional information, please contact me at 639-7582.

Sabrina Bengel Jameesha S. Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



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

Mark A. Stephens City Manager

**TO:** Alderman Jeffrey T. Odham

FROM: Bradleigh Sceviour

Land & Community Development Administrator

**DATE:** June 21<sup>st</sup> 2019

**SUBJECT:** Board of Adjustment Appointment.

Mr. John Riggs' term of office as a regular member of the City of New Bern Board of Adjustment expires on June 30, 2019. Mr. Riggs has served with distinction and dedication for a three-year term and is eligible to serve an additional term. Staff strongly recommends that Mr. Riggs be reappointed to a final three-year term on the Board of Adjustment. An appointment is limited to a 3-year term with a maximum of two consecutive terms of office.

The Board of Adjustment is a quasi-judicial body acting independently from the Board of Aldermen. Board membership is composed of 10 regular and 3 alternate members. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the position and must attend approximately two hour meetings on the last Monday night of each month. The Board's major responsibilities are the granting of variances, appeals and special use permits. Members must have the ability to read and understand complex land ownership and development issues.

To nominate Mr. Riggs or another citizen of your choosing, please provide the contact information to the City Clerk for inclusion on the Board's next meeting agenda. If you have questions or need additional information, please contact me at 639-7582.