CITY OF NEW BERN BOARD OF ALDERMEN MEETING AUGUST 25, 2020 – 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 on the 2020-2021 CDBG Draft Annual Action Plan.
- 4. Approve Minutes.

- 5. Conduct a Public Hearing and Consider Adopting an Ordinance for Overlay Language for the Redevelopment Area.
- 6. Submission of Tax Collector's Annual Settlement for Tax Year 2019.
- 7. Consider Adopting a Resolution Approving a Declaration of Intent to Reimburse.
- 8. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.
- 9. Consider Adopting a Resolution Approving a Lease Agreement with Craven Community College for 128 Rhem Street.
- 10. Consider Adopting a Budget Ordinance Amendment for FY20-21.
- 11. Consider Adopting a Resolution Approving a Mutual Aid Agreement for 911 Communications and Dispatch Backup PSAPs with Craven County.
- 12. Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program.
- 13. Consider Adopting a Resolution Approving Engineering Amendment No. 3 for the Township 7 Sewer Improvements Phase III Project.
- 14. Consider Adopting a Resolution Approving a Utility Preliminary Engineering Agreement with NCDOT for the Area of US 70/Neuse River Bridge.

- 15. Consider Adopting a Resolution Approving a Utility Relocation Agreement with NCDOT for the Dr. Martin Luther King, Jr. Boulevard Neuse Boulevard Roundabout.
- 16. Consider Adopting a Resolution Approving the Addition of Street Lights on Phillips Avenue.
- 17. Appointment(s).
- 18. Attorney's Report.
- 19. City Manager's Report.
- 20. New Business.
- 21. Closed Session.
- 22. Adjourn.

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
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager

Date: August 19, 2020

Re: August 25, 2020 Agenda Explanations

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

Consent Agenda

 Consider Adopting a Resolution Calling for a Public Hearing on the 2020-2021 CDBG Draft Annual Action Plan.

The Annual Action Plan serves as the City's application for funding under the Entitlement Cities Program. The plan provides a summary of the actions, activities, and specific federal and non-federal resources that will be used to address the priority needs and specific goals identified in the Strategic Plan section of the Consolidated Plan for the year 2020. The FY20-21 CDBG draft Annual Action Plan will be on display for public inspection beginning August 28, 2020. It is requested a public hearing be called for September 8, 2020 to receive comments on the plan.

4. Approve Minutes.

Draft minutes from the August 11, 2020 meeting are provided for review and approval.

Conduct a Public Hearing and Consider Adopting an Ordinance for Overlay Language for the Redevelopment Area.

(Wards 1, 2 & 5) Establishing an overlay district for the Greater Five Points redevelopment area will provide new standards to guide the physical development of the area, as detailed in the Redevelopment Commission's plan that was adopted by the Board on February 11, 2020. A new section will be added in the Code of Ordinances to establish Article XXIV-B Section 15-487 for the Greater Five Points Redevelopment Overlay District. After conducting the hearing, the Board is asked to consider adopting the ordinance. A memo from Jeff Ruggieri, Director of Development Services, is attached.

6. Submission of Tax Collector's Annual Settlement for Tax Year 2019.

NC General Statute §105-373 requires the Tax Collector to furnish to the Board an annual settlement of property taxes. Ron Antry, Craven County Tax Administrator, has provided a statement revealing the total 2019 amended tax levy was \$14,167,346.17. As of June 30, 2020, \$14,024,086.67 of this had been collected, which represents a 98.99% collection rate. The amount delinquent as of that date was \$143,259.50.

In addition, the 2019 amended tax levy for the Municipal Service District was \$188,089.09. As of June 30, 2020, \$187,833.64 of this had been collected, which equates to a collection rate of 99.86%. The amount remaining delinquent as of June 30th was \$255.45.

The Board is asked to make a motion to accept these settlement reports.

Consider Adopting a Resolution Approving a Declaration of Intent to Reimburse.

The adopted budget for FY20-21 included the purchase of vehicle and equipment capital items. Pursuant to IRS regulations, it is necessary to adopt a Declaration of Official Intent to Reimburse prior to incurring expenses for the purchases. Doing so allows the City to pay itself back for items paid for prior to obtaining financing. A memo from Mrs. Hogan is attached.

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

This item was tabled from the August 11, 2020 meeting to allow staff an opportunity to confirm changes that need to be made to the Schedule of Fees and Charges. The Schedule was previously amended on June 9, 2020 to reflect fees that were to be effective July 1, 2020. That amendment inadvertently omitted changes to be implemented in Section 11 for Electric Utilities. Those changes have been reviewed and confirmed by staff and are listed in the attached schedule. A memo from Mrs. Hogan.

Consider Adopting a Resolution Approving a Lease Agreement with Craven Community College for 128 Rhem Street.

(Ward 3) This lease agreement with Craven Community College is for the Cityowned property at 128 Rhem Street. The College intends to utilize the facility as an expansion of the VOLT Workforce Training Center to house a police simulator for law enforcement training. The lease is for a period of 10 years and calls for a one-time payment of \$50,000 at the time of execution and \$1.00 per year. As a condition of the lease, the City agrees to make upgrades to the existing facility as outlined in Exhibit B of the lease.

As previously discussed, the total cost of the simulator project is anticipated to be \$250,000. A \$50,000 grant has been secured from the Harold H. Bate Foundation, and \$50,000 will be received from the College upon execution of the lease. The Board will have to consider funding for the remaining \$150,000. A memo from Matt Montanye, Director of Public Works, is attached.

10. Consider Adopting a Budget Ordinance Amendment for FY20-21.

(Ward 3) This budget ordinance amendment will transfer \$150,000 from Contingency to the Grant Fund for costs related to the preparation of the VOLT Center Simulator building. It also recognizes \$50,000 in grant funds from the Harold H. Bate Foundation, \$50,000 from the lease agreement with Craven Community College, and a General Fund transfer in the amount of \$150,000. A memo from Mrs. Hogan is attached.

Consider Adopting a Resolution Approving a Mutual Aid Agreement for 911 Communications and Dispatch Backup PSAPs with Craven County.

NC General Statutes required all Public Safety Answering Points ("PSAP") to have an emergency back-up plan on file with the 911 Board by July 1, 2016 or risk loss of funding. As a result, the City entered into a mutual aid agreement on July 14, 2015 with Craven County for 911 communications and dispatch backup PSAPs. That agreement was for a period of five years and has recently expired. A new agreement is proposed for another 5-year term. A memo from Police Chief Toussaint Summers, Jr., is attached.

Consider Adopting a Resolution Approving a Grant from the NC Governor's Highway Safety Program.

The New Bern Police Department has been filling the role of Law Enforcement County Coordinator since 2012 and has been offered the position of Law Enforcement Liaison for our region. In part, the liaison would coordinate and organize highway safety activities and work with participating agencies in the region to coordinate safety-related traffic events. The position would also host quarterly meetings, work closely with the Governor's Highway Safety Program ("GHSP") to determine what equipment is made available to agencies in the state, and assist GHSP with events such as conferences, campaign kick-offs, and the state fair. The position comes with a \$24,995 grant, which requires no match. The grant will cover

all expenses for travel, training, and equipment for the position. For additional benefits associated with this position and the grant, please refer to the memo from Chief Summers.

Consider Adopting a Resolution Approving Engineering Amendment No. 3 for the Township 7 Sewer Improvements Phase III Project.

The Township 7 Sewer Improvements Phase III project addresses sewer capacity needs south of the Trent River. One of the major components of the project will be to relocate sewer pump station No. 10 from the bank of Lawson Creek to 201 Eden Street. Since the new site is in a historical district, the Office of State Archaeology determined that in-depth archaeological work would need to be performed to mitigate any potential adverse impacts on the site. This additional work will increase the project's engineering costs. Rivers and Associates has proposed a lump sum price of \$53,450 for completion of the additional work. The existing engineering agreement will need to be amended to reflect this increase. A memo from Jordan Hughes, City Engineer, is attached.

Consider Adopting a Resolution Approving a Utility Preliminary Engineering Agreement with NCDOT for the Area of US 70/Neuse River Bridge.

The NC Department of Transportation ("NCDOT") has requested the City relocate its overhead and underground electric utilities to facilitate highway construction in the area of US 70 in James City and near the Neuse River Bridge. The preliminary engineering costs are estimated at \$419,220. The agreement recognizes and establishes that estimate and the terms for reimbursement from NCDOT. The balance of reimbursable engineering and construction expenses will be forthcoming as a separate agreement. A memo from Charles Bauschard, Director of Public Utilities, is attached.

Consider Adopting a Resolution Approving a Utility Relocation Agreement with NCDOT for the Dr. Martin Luther King, Jr. Boulevard – Neuse Boulevard Roundabout.

NCDOT has requested the City relocate overhead and underground electric utilities for the purpose of constructing a roundabout at Neuse Boulevard and Dr. MLK Jr. Boulevard. The cost of such relocation is estimated at \$225,760, and the agreement establishes the estimate and the terms for reimbursement from NCDOT. A memo from Mr. Bauschard is attached.

Consider Adopting a Resolution Approving the Addition of Street Lights on Phillips Avenue.

(Ward 4) Phillip Williams, a resident on Phillips Avenue, requested additional street lighting in the area of 1310 Phillips Avenue. The Department of Public Utilities evaluated the area and determined the current lighting does not meet the City's light standard. The installation of two lights will cost \$1,165.35, and the monthly utility charge for service will be \$16.88. A memo from Mr. Bauschard is attached.

- 17. Appointment(s).
- 18. Attorney's Report.
- 19. City Manager's Report.
- 20. New Business.
- 21. Closed Session.
- 22. Adjourn.

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution Calling for a Public Hearing on the 2020-2021 Community Development Block Grant Program (CDBG) Draft Annual Action Plan.

Date of Meeting: 8/25/2020 Department: Development Services		Person Submitting Item: Amanda Ohlensehlen, Community and Economic Development Manager	
	Consider Adam	tion - Develotion Calling for a Dublic Hearing or	
Explanation of Item:	Consider Adopting a Resolution Calling for a Public Hearing of the 2020-2021 CDBG Draft Annual Action Plan. This plan provides a summary of the actions, activities, and the specific federal and non-federal resources that will be used to address th priority needs and specific goals identified in the Strategic Plan section of the Consolidated Plan for the 2020 year.		
Actions Needed by Board:	Adopt a Resolution.		
Backup Attached:	Memo, Resolution		
Is item time sensitive?	⊠Yes □No		
Will there be advocates	s/opponents at t	the meeting? Yes No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fir		been budgeted and are funds available □ Yes □ No	

Additional Notes:



New Bern, NC 28563 (252)639-7587

MEMORANDUM

Mayor Outlaw and Board of Aldermen TO:

Amanda Ohlensehlen, Community and Economic Development Manager FROM:

DATE: 8/10/2020

Consider Adopting a Resolution Calling for a Public Hearing on the 2020-SUBJECT:

2021 Community Development Block Grant Program (CDBG) Draft

Annual Action Plan.

Background Information:

The 2020-2021 Annual Action Plan provides a summary of the actions, activities, and the specific federal and non-federal resources that will be used to address the priority needs and specific goals identified in the Strategic Plan section of the Consolidated Plan for the 2020 year. The Annual Action Plan also serves as the City's application for funding under the Entitlement Cities program. Due to the current pandemic, Entitlement Cities have also been allocated special COVID-related funds that will be released after approval of the Annual Action Plan, which will also include how these funds will be utilized.

The 2020-2021 CDBG Draft Annual Action Plan will go on display on Friday, August 28. 2020.

This public hearing will provide a final opportunity for citizens to comment on the contents of the Draft Annual Action Plan. Comments from the public will be summarized and added to the plan which will be submitted to HUD for review and approval.

Recommendation:

That the Board Consider Adopting a Resolution Calling for a Public Hearing on the 2020-2021 CDBG Draft Annual Action Plan.

RESOLUTION

WHEREAS, the Board of Aldermen of the City of New Bern desires to conduct a public hearing to receive public comments on the 2020-2021 Community Development Block Grant Program ("CDBG") Draft Annual Action Plan; and

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 September 8, 2020 in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the 2020-2021 Community Development Block Grant Program ("CDBG") Draft Annual Action Plan. All interested parties will be given an opportunity to be heard:

ADOPTED THIS THE 25th DAY OF AUGUST 2020.

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

AGENDA ITEM COVER SHEET



Agenda Item Title:
Conduct a Public Hearing and Consider Adopting an Ordinance to establish Article XXIV-B Section 15-487 Greater Five Points Redevelopment Overlay District.

Date of Meeting: 8/25/2020 Department: Development Services		Ward # if applicable: Wards 1, 2 & 5 Person Submitting Item: Jeff Ruggieri, Director of Development Services	
Explanation of Item:	to establish Art	ic Hearing and Consider Adopting an Ordinance icle XXIV-B Section 15-487 Greater Five Points	
Actions Needed by Board:	Redevelopment Overlay District. Conduct Public Hearing and Adopt Ordinance		
Backup Attached:	Memo, Ordinance		
Is item time sensitive?			
		the meeting? Yes No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fit		been budgeted and are funds available ? □Yes □ No	

Additional Notes:

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
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director of Development Services

DATE: August 13, 2020

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance for the

establishment of Article XXIV-B Section 15-487 Greater Five Points

Redevelopment Overlay District.

Background

The Mayor and Board of Aldermen are requested to conduct a public hearing to receive public comments for the establishment of Article XXIV-B Section 15-487 Greater Five Points Redevelopment Overlay District.

The Establishment of the Greater Five Points Redevelopment Overlay District will provide the Greater Five Points Redevelopment Area with new standards that will guide the physical development of the area in a pattern as detailed in Redevelopment Commission of New Bern Redevelopment Plan adopted by the Board of Aldermen of the City on February 11, 2020.

Recommendation

Conduct a Public Hearing and Consider Adopting an Ordinance to establish Article XXIV-B Section 15-487 Greater Five Points Redevelopment Overlay District.

Please contact Jeff Ruggieri at 639-7587 should you have any questions or need additional information.

AN ORDINANCE TO AMEND APPENDIX A "LAND USE" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN TO ADD ARTICLE XXIV-B GREATER FIVE POINTS REDEVELOPMENT OVERLAY DISTRICT

THAT WHEREAS, the Planning and Zoning Board of the City of New Bern unanimously recommends that certain amendments be made to Appendix A "Land Use" of the Code of Ordinances of the City of New Bern; and

WHEREAS, the City's development services staff further recommends approval of said proposed amendments; and

WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revisions to Appendix A "Land Use" 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:

<u>SECTION 1</u>. That Appendix A "Land Use" of the Code of Ordinances of the City of New Bern is hereby amended to add Article XXIV-B "Greater Five Points Redevelopment Overlay District" as follows:

"ARTICLE XXIV-B. Greater Five Points Redevelopment Overlay District

Sections 15-487. Establishment of Greater Five Points redevelopment overlay district; promulgation of use and design standards.

- (a) Redevelopment overlay district established. The Greater Five Points redevelopment overlay district is hereby established as a district which overlays existing zoning districts, the extent and boundaries of which are as indicated on the official zoning map for the City of New Bern. The boundaries of the Greater Five Points redevelopment overlay district are as shown on the official zoning map, and contained in the "Redevelopment Commission of New Bern Redevelopment Plan" as approved by the board of alderman on February 11, 2020, a copy of which is on file in the office of the director of development services of the City of New Bern.
- (b) Statement of intent. It is the intent of this section to provide new standards that will guide the physical development of the redevelopment area in a pattern as detailed in Redevelopment Commission of New Bern Redevelopment Plan adopted by the board of aldermen on February 11, 2020. Future development in the area shall be guided by the following standards:
- (1) Density and dimensional requirements. For all R-6 zoning designations within the redevelopment district boundary the following density and dimensional requirements shall apply to all single family detached residential construction. The following standards represent the minimum. Nothing herein precludes increasing the standards established herein.

i. Minimum lot Size: 1,500 square feet

ii. Minimum Lot width: 25'

iii. Building setback requirements

Front Setback Line: 15'

Rear Setback Line: 10'

Side Setback Line: 5

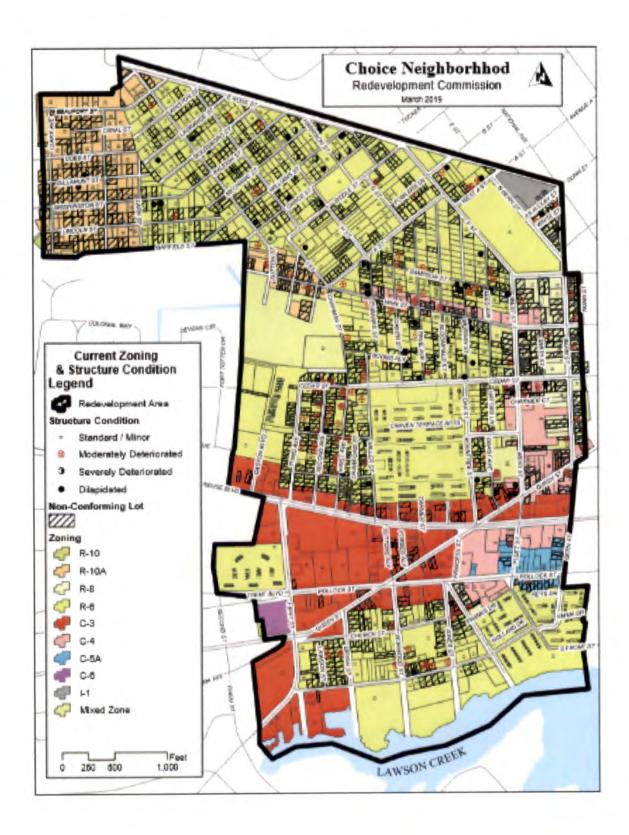
- (2) Prohibition on manufactured homes. All manufactured homes as defined in section 15-164 herein are prohibited within the redevelopment district boundary. This prohibition does not include modular homes as defined in 15-164(a)(vi). As of the date of adoption of this section all existing manufactured homes shall be subject to the provisions of Article VIII. – Nonconforming Situations.
- (3) Parking, single family residential. Use code 1.100 (single family residential, detached) and use code 1.200 (single family residential attached) require a minimum of one (1) off-street parking space for each dwelling unit."

SECTION 2. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 25th DAY OF AUGUST, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



AGENDA ITEM COVER SHEET



Agenda Item Title: Annual Settlement for 2019 Real & Personal Tax Collections

Date of Meeting: 8/25/2020 Department: Development Services Call for Public Hearing: □Yes□No		Ward # if applicable: N/A Person Submitting Item: Mary M. Hogan Date of Public Hearing: N/A				
				Explanation of Item:	State statutes (G.S. §105-373) require that the tax collector provide the Board of Aldermen with an annual settlement of property taxes.	
				Actions Needed by Board:	It is requested that the Board accept and enter into the minute the enclosed settlement statements submitted by Ronald Antry Craven County Tax Administrator.	
Backup Attached:	Memo, Tax Settlement Memos from Craven County Tax Collector.					
Is item time sensitive?	□Yes □No					
Will there be advocate	s/opponents at	the meeting? Yes No				
Cost of Agenda Item: S	80.00					
If this requires an expe and certified by the Fir		been budgeted and are funds available				

Additional Notes:



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

FROM: Mary M. Hogan - Director of Finance

DATE: August 14, 2020

RE: Annual Settlement of 2019 Real & Personal Property Tax Collections

Background

State statutes (G.S. §105-373) require that the tax collector provide the Board of Aldermen with an annual settlement of property taxes. Pursuant to G.S. § 105-373, it is requested that the Board accept and enter into the minutes the enclosed settlement statements submitted by Ronald Antry, Craven County Tax Administrator. The citywide collection rate for the 2019 taxes was 98.99%, leaving a remaining balance of \$143,259.50 of the \$14,167,346.17 levied. The collection rate for the MSD was 99.86%, leaving a remaining balance of \$255.45 of the \$188,089.09 levied.

Requested Action

It is recommended that the Board accept the annual tax settlement of the 2019 tax levy at its August 25, 2020 meeting.

Tax Administrator Craven County



Listing (252) 636-6604
Collections (252) 636-6605
Fax (252) 636-2569
E-mail tax@cravencountync.gov

Ronald V. Antry Tax Administrator

July 13, 2020

Ms. Mary Hogan, Finance Officer City of New Bern PO Box 1129 New Bern NC 28563-1129

Dear Ms. Hogan:

I am pleased to present the settlement of the City of New Bern tax collections for tax year 2019. This date corresponds to the city's 2019-2020 fiscal year.

	Real and Other Personal Property
2019 Tax Levy (Per Scroll)	\$ 14,194,825.20
Releases Refunds Write-Offs	<26,687.78> <429.88> <361.37>
Total 2019 Amended Tax Levy	\$ 14,167,346.17
Collections as of June 30, 2020	\$ <14,024,086.67>
Delinquent 2019 Taxes	\$ 143,259.50
Percent Collected	98.99

The net taxable valuation of all property excluding registered motor vehicles within the town corrected through June 30, 2020 is \$2,934,241,459. If I can provide to you anything further, please call on me.

Respectfully submitted,

Ronald V. Antry

Craven County Tax Administrator



Tax Administrator Graven County



Listing (252) 636-6604

Collections (252) 636-6605

Fax (252) 636-2569

E-mail tax@cravencountync.gov

Ronald V. Antry Tax Administrator

July 13, 2020

Ms. Mary Hogan, Finance Officer City of New Bern PO Box 1129 New Bern NC 28563-1129

Dear Ms. Hogan:

I am pleased to present the settlement of the City of New Bern Municipal Service District tax collections for tax year 2019. This date corresponds to the city's 2019-2020 fiscal year.

	l and Other sonal Property	
2019 Tax Levy (Per Scroll)	\$ 188,122.00	
Releases	<29.33>	
Refunds	<0.00>	
Write-Offs	<3.58>	
Total 2019 Amended Tax Levy	\$ 188,089.09	
Collections as of June 30, 2020	\$ <187,833.64>	
Delinquent 2019 Taxes	\$ 255.45	
Percent Collected	99.86	

The net taxable valuation of all property excluding registered motor vehicles within the New Bern Municipal Service District corrected through June 30, 2020 is \$136,585,429. If I can provide to you anything further, please call on me.

Respectfully submitted,

Ronald V. Antry

Craven County Tax Administrator



226 Pollock St PO Box 1128 New Bern, North Carolina 28563-1128

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider adopting resolution approving Declaration of Intent to Reimburse for FY2020-21 capital purchases

Date of Meeting: 8/25/2020 Department: Finance Call for Public Hearing: □Yes□No		Person Submitting Item: Mary M. Hogan	
		Explanation of Item:	The adoption of the Declaration of Official Intent to Reimburs certain expenditures will provide the ability to reimburse FY2020-21 capital purchases paid for prior to obtaining financing.
Actions Needed by Board:	Adopt resolution.		
Backup Attached:	Memo, Resolution, Declaration of Intent to Reimburse, List of Items to be Financed.		
Is item time sensitive? Will there be advocate		the meeting? □Yes □ No	
Cost of Agenda Item: S If this requires an experience and certified by the Fire	enditure, has it	been budgeted and are funds available? □Yes □ No	

Additional Notes:



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

FROM: Mary M. Hogan - Director of Finance

DATE: August 14, 2020

RE: Declaration of Official Intent to Reimburse for FY 2020-21 Capital Purchases

Background

On June 9, 2020 the Board of Aldermen adopted the Fiscal Year 2020-21 operating budget. In this budget the City anticipates incurring certain expenditures designated as being financed in an amount not exceeding \$1,210,673. According to IRS regulations, the Declaration needs to be adopted prior to or within sixty (60) days of payment of the expenditures to be reimbursed for items paid prior to obtaining financing agreements. Attached is a departmental breakdown of the items in each fund originally identified in the detailed budget.

Requested Action

It is recommended that the Board adopts the Resolution and Declaration of Official Intent to Reimburse at its August 25, 2020 meeting.

RESOLUTION

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

Section 1. That the document entitled "Declaration of Official Intent to Reimburse", a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor is hereby authorized and directed to execute said Declaration for and on behalf of the City of New Bern.

ADOPTED THIS 25TH DAY OF AUGUST, 2020.

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

DECLARATION OF OFFICIAL INTENT TO REIMBURSE

THIS DECLARATION ("Declaration") is made pursuant to the requirements of United States Treasury Regulations §1.103-18 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations section.

THE UNDERSIGNED, DANA E. OUTLAW, Mayor of the City of New Bern, North Carolina, is authorized to declare the official intent of the City of New Bern ("Issuer") with respect to the matters contained herein.

1. EXPENDITURES TO BE INCURRED. The Issuer anticipates incurring expenditures ("Expenditures") for fiscal year 2020-21 to purchase capital equipment and improvements for its general governmental and enterprise operations ("Program"). The Program includes the following:

Police Vehicles & Accessories
Equipment Trailer
Midsize Utility Vehicle
Used Bucket Truck
Used Bus
Extrication Equipment
Mini Excavator
Tractors/Mowers
Lowboy
Seven (7) Service Vehicles

- PLAN OF FINANCE. The Issuer intends to finance the cost of the Program described above with the proceeds of debt to be issued by the Issuer ("Obligations").
- 3. MAXIMUM PRINCIPAL AMOUNT OF DEBT TO BE ISSUED. The maximum principal of Obligations to be issued by the Issuer to finance the Programs is \$ 1,210,673.
- 4. DECLARATION OF OFFICIAL INTENT TO REIMBURSE. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Obligations for any of the eligible Expenditures incurred by it prior to the issuance of the Obligations.

THIS 25th DAY OF AUGUST, 2020.

THE CITY OF NEW BERN

Bv:		
-,	Dana E. Outlaw, Mayor	

City of New Bern Listing of Vehicles and Equipment to be Financed

General Fund:		FY21	
Police Department	Police Vehicles and Accessories	\$	410,173
Fire			
	Fire Inspector Vehicle	\$	45,000
	Extrication Equipment	\$	35,000
Parks & Recreation			
	Vehicle Replacement	\$	37,000
	Heavy Equipment Trailer	\$	11,000
	midsize utility vehicle (Kobuta)	\$	12,500
	Used Bucket Truck	\$	40,000
	Replacement Truck	\$	104,000
	Replacement Bus	\$ \$	105,000
	Tractor w/front end loader	\$	38,000
	Mini Excavator	\$	68,000
Development Services			
1070,000,000,000,000	2 Replacement Vehicles	\$	50,000
Public Works			
	2 Replacement Vehicles	\$	85,000
	Replace tractor/mowers	\$	52,000
	Replace flatbed/pickup	\$	58,000
	Replace 1994 Lowboy	\$	60,000
	Grant Total	\$	1,210,673

AGENDA ITEM COVER SHEET



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

Date of Meeting: 08/25/2020 Department: Finance Call for Public Hearing: □Yes⊠No		Ward # if applicable:		
		Person Submitting Item: Mary M. Hogan, Director of Finance		
		Date of Public Hearing:		
Explanation of Item:	The current fee	schedule was adopted on June 9, 2020. Fee		
Explanation of Items		ed in red on the attached updated fee schedule.		
Actions Needed by Board:	Adopt ordinance amending the 'Schedule of Fees and Charges			
Backup Attached:	Memo, Ordinance, Proposed Fee Schedule – Redline, Propose Fee Schedule			
Is item time sensitive?	□Ves □No			
		the meeting? Yes No		
Cost of Agenda Item:				
If this requires an expe and certified by the Fir		been budgeted and are funds available □ Yes □ No		

Additional Notes:

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
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Mary M. Hogan
Director of Finance

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

FROM: Mary M. Hogan - Director of Finance

DATE: August 14, 2020

RE: Amendment to Schedule of Fees and Charges

Background

The "City of New Bern Schedule of Fees and Charges," adopted on June 09,2020, should be amended to reflect proposed fee changes. The changes are included in the FY2020-21 adopted budget revenue projections and will be effective July 1, 2020.

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 10 – Electric

Requested Action

The Board consider adopting the attached revised "City of New Bern Schedule of Fees and Charges" at its August 25, 2020 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 June 9, 2020 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 June 9, 2020 is hereby amended by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges" to be effective as of July 1, 2020.

ADOPTED THIS 25th DAY OF AUGUST, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

I. ADMINISTRATIVE	FEES
CD or DVD	\$5
Copies - Other info not specifically listed	Min \$2.00 (1-10 copies)
NEW TOTAL PROPERTY OF THE PROP	plus 20¢ ea add'l copy over 10
GIS Base Maps (8.5x11)	B&W \$2; color \$3
GIS Base Maps (11x17)	B&W \$3, color \$5
GIS Base Maps (24x36)	B&W \$10; color \$15
GIS Base Maps (36x48)	B&W \$15, color \$30
Plans/Plats (copies of) ariel view - letter size	\$5
Plans/Plats (copies of) ariel view - tabloid size	\$7.50
Plans/Plats (copies of) ariel view - large size	\$12.50
Maps - Other large formats	\$10.00
Maps - Street index map	\$15.00
Maps - Zoning	\$10 large, \$5 small
Maps - GIS staff time for non-existent maps or data:	oro mage, oo oman
Analysis/Coordinator	\$50/hr
Technician	\$25/hr
Administration	\$20/hr
Motor vehicle fee	
Publications:	\$5
CAMA Land Use Plan	
27.11.21.21.21.21.21.21.21.21.21.21.21.21.	\$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
2. CEMETERIES: (Code Sections 18-26 and 18-32)	FEES
Opening/Closing.	
Weekdays before 4 pm, adult	\$500 resident/\$700 nonresident
Weekdays before 4 pm, infant/cremations/mausoleum	\$250 resident/\$400 nonresident
Weekdays after 4 pm and weekends, adult	\$575 resident/\$900 nonresident
Weekdays after 4 pm and weekends, infant/cremations/mausoleum	\$300 resident/\$450 nonresident
Holidays, adult	\$650 resident/\$950 nonresident
Holidays, infant/cremations/mausoleum	\$425 resident/\$525 nonresident
Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm)	\$150 resident/\$250 nonresident
	o roo recitem o zo o nom contoni
Grave/Lot Sales - New Bern Memorial Cemetery	
Plot - Single grave, resident	\$600
	\$600 \$900
Plot - Single grave, nonresident	\$900
Plot - Single grave, nonresident Plot - 4-Grave lot, resident	\$900 \$1,850
Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident	\$900 \$1,850 \$2,750
Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident	\$900 \$1,850 \$2,750 \$100
Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident	\$900 \$1,850 \$2,750 \$100 \$275
Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Mausoleum, resident	\$900 \$1,850 \$2,750 \$100 \$275 \$3,500
Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Mausoleum, resident Plot - Mausoleum, nonresident	\$900 \$1,850 \$2,750 \$100 \$275 \$3,500 \$5,250
Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Mausoleum, resident Plot - Mausoleum, nonresident Plot - Cremations, resident	\$900 \$1,850 \$2,750 \$100 \$275 \$3,500 \$5,250 \$200
Plot - Single grave, resident Plot - Single grave, nonresident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Infant grave, nonresident Plot - Mausoleum, resident Plot - Mausoleum, nonresident Plot - Cremations, resident Plot - Cremations, nonresident Transfer or reslae of Cemetery license	\$900 \$1,850 \$2,750 \$100 \$275 \$3,500 \$5,250

*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
Fees:	0 6
Working without a permit Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	Cost of permit plus \$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)	\$50 \$75
3rd Reinspection (noncompliance when Codes ARE NOT met)	\$150
Standby personnel-minimum 4-man engine company	Fema equipment rate plus labor
After hours fire inspection	
Occupying building without a C/O or C/C	\$150 \$150
Failure to obtain final inspection	\$100
Operational Permits:	2100
Amusement buildings	975
Carnivals and Fairs	\$75
A STATE OF THE PROPERTY OF THE	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings Exhibits and trade shows	\$75
	\$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
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$50/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per head
Battery systems	\$75
Compressed gas	\$75
Cyrogenic fluids	\$75
Emergency responder radio coverage systems	\$75
Fire alarm and detection systems and related equipment	\$100
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire	
Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial Ovens	\$75
Private fire hydrants	\$75 per hydrant
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
6. PARKING: (Code Section 70-272)	FEES
Parking Spaces Monthly Fee (Limited = 7:00a-5:30p M-F,	\$20 Limited/\$30 Residentia
Residential = 24hr, Dumpster = 24hr)	\$40 Dumpster
Sign Installation Fee - one-time fee for monthly spaces	\$10
Late Penalty - Parking Leases billed/managed by CIS (pymt rec'd after due date)	5% of monthly bill
Delinquent Fee - Parking Leases billed/managed by CIS (pymt rec'd 10+ days after due date)	\$30
Parking Penalties (Code Section 70-274)	\$25, see code for further details

5. PARKS AND RECREATION: (Code Section 50-2) Athletics and Field Rentals	FEES
	1.00
Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Daily Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Weekend	not to exceed \$
	not to exceed \$1: \$350 resident/\$450 nonresiden
Adult sports leagues - Mens basketball (per team)	\$200 resident/\$275 non residen
Adult sports leagues - Adult 3 on 3 basketball (per team)	
Adult sports leagues - Womens basketball (per team)	\$350 resident/\$450 nonresiden
Adult sports leagues - Mens flag football (per team)	\$250 resident/\$325 nonresiden
Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)	\$200 resident/\$275 non residen
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresiden
Adult sports leagues - 5k events per participant	\$30 resident/\$45 nonresiden
Adult sports leagues - individual participation for all leagues	\$20 resident/\$30 nonresiden
Adult sports leagues - co-ed volleyball	\$35 resident/\$45 nonresiden
Summer basketball program (Youth)	\$10 resident/\$15 nonresiden
Summer basketball program (Adult)	\$15 resident/\$20 nonresiden
Aquatic Center General Admission	
Up to age 2	\$2.50 resident, \$3.25 nonresiden
Parent and one child up to age 2 package	\$5 50 resident, \$6.75 nonresiden
(\$1.00 for each add'l child up to age 2) (limit of 3)	
Age 3-17	\$4.00 resident; \$5.00 nonresiden
Age 18-54	\$4 50 resident, \$5.50 nonresiden
Age 55 and up (seniors)	\$3,50 resident: \$4 50 nonresiden
Aquatic Center Family Night.	
Up to age 2	\$1.00 resident, \$1.50 nonresiden
Age 3-17	\$2.00 resident; \$2.50 nonresiden
Age 18-54	\$2.50 resident; \$3.00 nonresiden
Age 55 and up (seniors)	\$1.50 resident, \$2.00 nonresiden
Aquatic Center season pass	\$60 resident, \$75 nonresiden
Aquatic Center Pool Party.	300 resident, 375 nonresiden
2 Hours - Up to 30 Participants	\$150 resident, \$200 nonresiden
31 or greater participants (per person)	
Deposit - Refundable	\$5
Athletic Field - Ballfield Preparation (per field)	\$50
Baseball/Softball	625
Football/Soccer/Lacrosse	\$25
	\$100
Athletic field - Day Use min 2 hrs max 8 hrs (addl after 8 hrs)	57
civic organizations/private groups - city sponsored	N/C
schools during school hrs and/or athletic season	N/C
recreation teams *	\$15/h
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 nonresiden
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 hrs)	\$20/hr resident/\$30/hr nonresiden
EXCEPTION: Tournaments and other types of "special" events by	
non-profic "charitable" organizations for the purpose of fundraising	
for others arenegotiated with and determined by the Parks and	
Recreation Department.	
Batting cages, parties only (2 hours) available offseason only	\$30
Bleacher rentals (daily rental fees)	\$100(sm); \$150(med);
(Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation	(may); (may);
(returned as rented)	\$300 (lg) (1-4 sets
Recreation Programs	5500 (Ig) (1-4 305
Childcare after-school recreation program (resident)	\$35/wl
Childcare after-school recreation program (non-resident)	\$55/wi
Classes - Adult recreation & fitness (annual) indoor	
	\$30 resident/\$35 nonresident
Classes - Adult recreation & fitness outdoor (20 city/80 split w/instructor)	\$6 per class
Classes - Art (resident) incl instructor fee & some materials (20 city /80 split w/instructor)	\$20-\$150

Classes - Art (nonresident) includes instructor fee & some materials	\$40-\$200
Classes - Ceramics (resident)	\$30; seniors \$25
Classes - Ceramics (nonresident)	\$40, seniors \$30
Dog Park	
Yearly I dog	\$25 resident/\$50 nonresident
Each additional dog	\$20 resident/\$35 nonresident
One day pass	\$5 resident/\$15 nonresident
Weekend pass	\$15 resident/\$25 nonresident
Monthly pass	\$20 resident/\$25 nonresident
Honor/Memory Programs	
Honor tree program	\$300 tree resident; \$350 nonresident
Tree purchase program	\$150 - \$250 depending on the species
Memory bench program - new	\$750/bench (includes placard)
Memory bench program - existing	\$600/bench (includes placard)
Brick Pavers	\$75
Kidsville Pickets	\$50
Kidsville Tiles	\$25
Recreation Center Facility Rates	323
Multi-purpose Room rental (2 hour minimum).	2207
resident	\$30/hr
nonresident	\$45/hr
Gym rental (2 hour minimum)	
resident	\$40/hr
nonresident	\$55/hr
Meeting room rental (2 hour minimum).	
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/hr
nonresidential	\$35/hr
Facility Rental Deposit	\$50
Admission Rate	\$25/hr
(if admission is charged, this additional hourly rate applies to each room rented)	323/10
After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee	\$15/hr room rental + \$20/hr staff
Park Fees	313/m room rentar + 320/m starr
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	The second secon
	\$50/hr resident/\$80/hr nonresident
Park Green Space - Small	\$40/hr resident, \$70/hr nonresident
Park Green Space - Medium	\$50/hr resident; \$80/hr nonresident
Park Green Space - Large	\$60/hr resident, \$90/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 nonresident
Summer camps.	
bear bunch camp (per session)	\$75 resident/\$95 nonresident
cooking camp	\$105 resident/\$125 nonresident
sports camp	\$75 resident/\$95 nonresident
teen camp	\$75 resident/\$95 nonresident
	\$25 for 1st/\$20 each additional resident
y.e.s. camp y.e.s. camp	\$35 for 1st/\$30 each
1. b.a. bana)	555 for 187,550 each
7	
Adventure Camp	additional nonresident \$100 resident/\$125 nonresident

Swim lesson sessions - 8 classes per session	\$40 resident/\$70 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available)	
Youth sports	
Youth football and cheerleading	\$50 resident/\$80 nonresiden
Youth basketball	\$40 resident/\$70 nonresident
Youth baseball	\$20-\$40 resident/\$30-\$50 nonresident
Youth Soccer	\$40 resident/\$70 nonresident
Youth Lacrosse	\$40 resident/\$70 nonresident
Youth road races (per participant)	\$30 resident/\$45 nonresident
Fishing Tournament Attendant (opening/closing)	\$25/hr
Community Garden (per space)	\$25
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:	FEES
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
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 greater
Subdivision application - final review	\$214 or \$27/lot whichever is greater
Subdivision application - minor plats & recombination	\$107
Telecommunication - New wireless support structure	1500 per section 15-170
Telecommunication - other	\$500
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
Starting work without a permit	1st-\$107 + permit; 2nd-\$161 + permit
	3rd-\$214 + permit, 4th-\$268 + permit
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/sf
Commercial (min chg \$38)	\$0.18/sf
Building permit - Demolition (+ \$17 compliance fee)	residential \$161; commercial \$321
Building permit - Manufactured mobile home	, , , , , , , , , , , , , , , , , , , ,
singlewide/construction trailer; doublewide; triplewide	\$107, \$161, \$214
Building permit-Renovations to existing bldg (+\$17 compliance fee)	\$0 16/sf; min \$38
(per unit for multicomplex)	99 10/02 11411 020
Certificate of occupancy	\$27/unit
Inspections	Incl. in Bldg permit fee
Inspections - Building compliance	\$107 residential; \$161 commercial
	\$75 group homes
Inspections - Minimum housing as notified by Customer Service cutoffs	\$38
Inspections - Reinspection (bldg, elec, plbg, hvac, insulation)	\$75/ea
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
The state of the s	
Inspections - Plan review, commercial 40,001 or greater	\$478
Inspections - Plan review, commercial 40,001 or greater Permit - Electrical (signs & billboards)	\$428 \$43

Permit - Electrical	60-150 amp - \$54, 200 amp - \$65
	400 amp - \$75, 401-600 amp - \$86
	601-800 amp - \$9
	801-1000 amp - \$10
	1001-1600 amp - \$113
	over 1600 amp - \$120 + \$11 for each
	add'l 100 am
Permit - Electrical heating & cooling	\$17/eacl
Permit - Electrical outlets & wall switches	\$33 for 1-5; \$43 for 6-50,
	\$65 for 51-100, \$81 for 101-200
	\$2 each over 200
Permit - Electrical light fixtures	\$3 83
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$17/each
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$17/640
Permit - Electrical disconnects & subpanels	
Permit - Gas piping & distribution system (residential)	\$13/eacl \$22
Permit - Gas appliances	
Permit - Gas appnances Permit - Gas refrigeration - coolers/freezers (each unit)	\$17
Permit - Gas boilers/water heaters (each unit)	\$27
	\$22
Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee)	
Residential (min. chg \$38)	\$54 per unit + \$27/ea. addt'l uni
Commercial (min chg \$38)	\$65 per unit + \$33/ea. addt'l um
Permit - Mechanical Residential (HVAC)	\$107 + \$54/ea addl unr
Permit - Mechanical Commercial (HVAC) - roof or ground level units	\$43 + \$7/tor
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	\$33
7. POLICE: (Code Section 42-32)	FEES
Accident report	N/C
False Alarm	\$50 on and after 3rd offense
Citizens Academy fee	\$25
Alarm Registration Fee	\$25
Non-Permitted Alarm System	\$250
Alarm Appeal Fee	\$250
Illegal Use of Automatic Voice Dialer	\$100
Fingerprinting	\$100
Funeral escorts	\$50 per escort w/48 hrs notice,
L. Company of the Com	\$100 per escort w/o 48 hrs notice
	\$27/hr (5am to 11pm; \$35/hr
Off-duty fee	
Officially for	(11pm to 5am),3hr min pd to officer
Off-duty fee for Federal/City Holiday	\$35/hr (5am to 11pm); \$40/hr
	(11pm to 5am),3hr min pd to officer
Pawnbroker - initial license application fee	\$50
Pawnbroker - initial license application fee Pawnbroker - renewal license fee Permit - Alarm Registration (first permit/annual renewal)	\$50 \$25 \$25

Permit - Outdoor amplified sound	N/C
Precious Metal Permits	
Dealer permits (annual)	\$180
Special occasion permit	\$180
Employee certificate of compliance	\$10
Employee certificate of compliance (annual renewal fee)	\$10
Fingerprints (processed for dealer permits - SBI fee)	\$38
Wrecker - (includes inspection)	\$250 to be on rotation list
Parking Penalties (Code Section 70-235)	\$25, see code for further details
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees.	
Labor	Hourly rate with benefits*
Material	Actual cost
Equipment trucks	Hourly rate per FEMA schedule*
*see explanation at the end of this Fee Schedule	Trouty tute per remarkable
Permit - Sidewalk Café	\$150
Permit - Nonprofit street banners	\$75
Public nuisance	
I done nuisance	Hourly Equip rate per FEMA schedule
Sofati canas (wa)	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 + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
10. REFUSE: (Code Section 62-37)	FEES
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 - 4 yd (1x week service) 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 Evernation Credit	57.07.5
Seniors Exemption Credit	37.075
11. UTILITIES - ELECTRIC: (Code Section 74-46)	50% of residential service
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates	50% of residential service
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by	50% of residential services
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering	50% of residential services
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency	50% of residential service FEES See rate ordinance adopted 7/1/17
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$30
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$30
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months
11. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed Late penalty (payments received after due date)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100 5% of monthly bil
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed Late penalty (payments received after due date) Meter change out fee	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100 5% of monthly bill \$155
Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed Late penalty (payments received after due date) Meter change out fee Meter Diversion Fee (Meter Tampering Investigation)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100 5% of monthly bill \$155 \$400
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed Late penalty (payments received after due date) Meter change out fee Meter Diversion Fee (Meter Tampering Investigation) Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100 5% of monthly bill \$155 \$400 \$75
Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed Late penalty (payments received after due date) Meter change out fee Meter Diversion Fee (Meter Tampering Investigation) Meter test for meters less than 5 years old payable in advance (refunded if meter fails test) Payment Arrangement Fee	50% of residential service FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100 5% of monthly bill \$155 \$400 \$75
II. UTILITIES - ELECTRIC: (Code Section 74-46) Electric rates Additional fee if service needs to be disconnected by City personnel at pole due to meter/service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee Connection/Transfer Fee - holidays, weekends and after 11 am weekdays Delinquent Fee (for bills unpaid after 10th day following due date) Deposit - Residential (exempt with excellent credit score) (refunded after 18 months with good payment history) Deposit - Commercial/Industrial (refunded after 60 months with good payment history) Fee if payment is not made in night drop as agreed Late penalty (payments received after due date) Meter change out fee Meter Diversion Fee (Meter Tampering Investigation) Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	50% of residential services FEES See rate ordinance adopted 7/1/17 \$160 \$160 \$30 \$30 \$75 \$30 2x highest bills in last 24 months Not to exceed \$500 2x highest bills in last 24 months \$100 5% of monthly bill \$155 \$400

Temporary electric service and/or utility pole (utility determises location)	
Load management switch recovery fee	Cost of switch from latest bid
Extra facilities charge	2% installed costs min. 5yrs, \$75/mo
Additional pole	\$350
OH extension beyond two pole spans	\$1 05/ft
UG line extension beyond 300 ft.	\$7.70/ft
OH to UG conversion of service	\$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment See repair fee below
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$310
Service drop after normal working hours (24-hr notice req'd)	\$100/hr 2 hr min ; if service is req'd to be
	reconnected, a min. chg of 4 hrs applies
Repair Fees:	reconnected, a time eng of 4 ms applies
Labor	Hourly Employee Rate w/Benefits
Material	Actual Warehouse cost + 10%
Equipment /Trucks	Hourly Rate per FEMA schedule
	Treasy that per result sentence
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 6/12/18
1112 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Water and sewer rates	See ordinance adopted 6/23/15
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	See ordinance adopted 6/23/15 FEES
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's:	
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application	
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application Pretreatment - Permit Modification	FEES
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal	FEES \$500
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee	\$500 \$250
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal	\$500 \$250 \$500
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application Pretreatment - Permit Modification Pretreatment - Permit renewal Pretreatment - Annual administrative fee Pretreatment - Annual inspection Pretreatment - Permit fine	\$500 \$250 \$500 \$300
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250 \$100/month \$500 + analyses chrg
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250 \$100/month \$500 + analyses chrg
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: Pretreatment - Permit Application 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250 \$100/month \$500 + analyses chrg \$100 \$250
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$250 \$500 \$300 \$100 \$250 \$100/month \$500 + analyses chrg \$100 \$250 \$500
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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 - Significant noncompliance Pretreatment - Significant noncompliance Pretreatment - BOD	\$500 \$250 \$250 \$500 \$500 \$300 \$100 \$250 \$100/month \$500 + analyses chrg \$100 \$250 \$500
I3. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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 - BOD surcharge ceiling conc (mg/L) surcharge cost per pound charge for analysis	\$500 \$250 \$5500 \$5500 \$5300 \$100 \$250 \$100/month \$5500 + analyses chrg \$1500 \$250 \$5500
I3. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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 - BOD surcharge ceiling conc (mg/L) surcharge cost per pound charge for analysis	\$500 \$250 \$5500 \$5500 \$5300 \$100 \$250 \$100/month \$5500 + analyses chrg \$1500 \$250 \$5500
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$500 \$500 \$300 \$100 \$250 \$100/month \$500 + analyses chrg \$100 \$250
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196) Pretreatment Programs Fees for SIU's: 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	\$500 \$250 \$250 \$500 \$3300 \$100 \$250 \$100/month \$500 + analyses chrg \$100 \$250 \$500 \$500

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 Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2 Equipment rates may be found at www fema/gov/schedule-equipment rates. Specific equipment not

Labor - Labor charges shall be an employee's hourly rate of pay in effect at the time the service being performed (standard hourly rate, overtime, etc.) plus all taxes and benefits, including but not limited to social security, medicare, retirement,

CD or DVD	FEES
	\$.
Copies - Other info not specifically listed	Min \$2.00 (1-10 copie
GIS Base Maps (8.5x11)	plus 20¢ ea add'l copy over 1 B&W \$2; color \$
GIS Base Maps (11x17)	B&W \$3; color :
GIS Base Maps (14x17)	B&W \$10, color \$
GIS Base Maps (36x48)	B&W \$10, color \$ B&W \$15; color \$:
Plans/Plats (copies of) ariel view - letter size	
Plans/Plats (copies of) ariel view - tetter size	\$
Plans/Plats (copies of) ariel view - large size	\$7.5
Maps - Other large formats	\$12.5
Maps - Street index map	\$10.0 \$15.0
Maps - Zoning	
Maps - GIS staff time for non-existent maps or data.	\$10 large; \$5 sm
Analysis/Coordinator	650
Technician Technician	\$50/
Administration	\$25/
2.2000000000000000000000000000000000000	\$20/
Motor vehicle fee	S
Publications.	
CAMA Land Use Plan	\$1
Historic Preservation Guidelines	\$1
Land Use Ordinance	\$1
Urban Design Plan	\$1
Street Atlas Book	\$2
0	
Returned payment fee	\$ \$2
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32)	
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32)	\$2
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/Closing	\$2
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/Closing Weekdays before 4 pm, adult	\$2 FEE \$500 resident/\$700 nonreside
C. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/Closing Weekdays before 4 pm, adult Weekdays before 4 pm, infant/cremations/mausoleum	\$2 FEE \$500 resident/\$700 nonreside \$250 resident/\$400 nonreside
Returned payment fee 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	\$20 FEE \$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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	\$20 FEE \$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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 \$575 resident/\$400 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside
Convenience fee for online payment Returned payment fee 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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm)	\$2 FEE
Returned payment fee 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 Wart time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm)	\$20 FEE \$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery.	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery.	\$200 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/\$250 nonreside \$150 resident/\$250 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - Single grave, nonresident	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - Single grave, nonresident Plot - Grave lot, resident	\$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 \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Depening/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside
Returned payment fee C. CEMETERIES: (Code Sections 18-26 and 18-32) Depening/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident	\$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/\$25 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside
CEMETERIES: (Code Sections 18-26 and 18-32) Depening/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 Wolidays, adult Iolidays, infant/cremations/mausoleum Watt time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Ioli - Single grave, resident Ioli - 4-Grave lot, resident Ioli - 4-Grave lot, nonresident Ioli - Infant grave, resident Ioli - Infant grave, resident Ioli - Infant grave, nonresident	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside
Returned payment fee C. CEMETERIES: (Code Sections 18-26 and 18-32) Depening/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Infant grave, nonresident Plot - Infant grave, nonresident Plot - Mausoleum, resident	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Depening/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 Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - 4-Grave lot, resident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Mausoleum, resident Plot - Mausoleum, nonresident	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 nonreside \$150 sesident/\$250 nonreside \$1,85 \$2,75 \$10 \$27 \$3,50 \$3,50
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Depening/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 Wart time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm) Grave/Lot Sales - New Bern Memorial Cemetery. Plot - Single grave, resident Plot - 4-Grave lot, nonresident Plot - 4-Grave lot, nonresident Plot - Infant grave, resident Plot - Infant grave, nonresident Plot - Mausoleum, resident Plot - Mausoleum, nonresident Plot - Mausoleum, nonresident Plot - Mausoleum, nonresident	\$500 resident/\$700 nonreside \$250 resident/\$400 nonreside \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside \$150 resident/\$250 sonreside \$1,85 \$2,75 \$10 \$27 \$3,50 \$5,25 \$20
Returned payment fee 2. CEMETERIES: (Code Sections 18-26 and 18-32) Denning/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 \$575 resident/\$900 nonreside \$300 resident/\$450 nonreside \$650 resident/\$950 nonreside \$425 resident/\$525 nonreside \$150 resident/\$250 nonreside

*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
Fees:	
Working without a permit	Cost of permit plus \$50
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 labor
After hours fire inspection	\$150
Occupying building without a C/O or C/C	\$150
Failure to obtain final inspection	\$100
Operational Permits:	
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$125 \$75
Funigation and thermal insecticidal fogging	
	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$50/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per head
Battery systems	\$75
Compressed gas	\$75
Cyrogenic fluids	\$75
Emergency responder radio coverage systems	\$75
Fire alarm and detection systems and related equipment	\$100
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire	
Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial Ovens	\$75
Private fire hydrants	\$75 per hydran
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,	\$20 Limited/\$30 Residentia
Residential = 24hr, Dumpster = 24hr)	\$40 Dumpster
Sign Installation Fee - one-time fee for monthly spaces	
	\$10
Late Penalty - Parking Leases billed/managed by CIS (pymt rec'd after due date)	5% of monthly bil
Delinquent Fee - Parking Leases billed/managed by CIS (pymt rec'd 10+ days after due date)	\$30
Parking Penalties (Code Section 70-274)	\$25, see code for further details
Leased Space Parking Hangers	2 Free, \$3 each additional

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 \$:
Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Weekend	not to exceed \$13
Adult sports leagues - Mens basketball (per team)	\$350 resident/\$450 nonresiden
Adult sports leagues - Adult 3 on 3 basketball (per team)	\$200 resident/\$275 non residen
Adult sports leagues - Womens basketball (per team)	\$350 resident/\$450 nonresiden
Adult sports leagues - Mens flag football (per team)	\$250 resident/\$325 nonresiden
Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)	\$200 resident/\$275 non residen
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresiden
Adult sports leagues - 5k events per participant	\$30 resident/\$45 nonresident
Adult sports leagues - individual participation for all leagues	\$20 resident/\$30 nonresiden
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	\$5 50 resident; \$6.75 nonresident
(\$1.00 for each add'l child up to age 2) (limit of 3)	
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.	
Up to age 2	\$1.00 resident; \$1.50 nonresident
Age 3-17	\$2 00 resident; \$2.50 nonresident
Age 18-54	\$2.50 resident, \$3.00 nonresident
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)	400
Baseball/Softball	\$25
Football/Soccer/Lacrosse	\$100
Athletic field - Day Use min 2 hrs max 8 hrs (addl after 8 hrs):	3100
civic organizations/private groups - city sponsored	N/C
schools during school hrs and/or athletic season	N/C
recreation teams *	\$15/hr
civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresident
*no charge if no field prep is done	320/in resident, 350/in nomesident
civic organizations/private groups charging admission/donations	\$25/hr resident, \$50/hr nonresident
Athletic field - Night Use min 2 hrs max 4 lighted hrs	325/m resident, 350/m nomesident
non-city recreation teams	\$30/hr
civic organization/private groups - not charging admission/donations	
civic organizations/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident
Athletic field (full tournament not to exceed 3 days/2 nights)	\$40/hr resident; \$60/hr nonresident
	\$350 + \$25/hr attendant fee
Athletic field (practice - night use - min. 2 hours of light; not to exceed 4 hrs)	\$20/hr resident/\$30/hr nonresident
EXCEPTION: Tournaments and other types of "special" events by	
non-profic "charitable" organizations for the purpose of fundraising	
for others arenegotiated with and determined by the Parks and	
Recreation Department.	
Batting cages, parties only (2 hours) available offseason only	\$30
Bleacher rentals (daily rental fees)	\$100(sm); \$150(med);
(Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation	
(returned as rented)	\$300 (lg) (1-4 sets)
Occasional and December 1	
Recreation Programs	\$35/wk
Childcare after-school recreation program (resident)	
Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident)	\$50/wk
Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor	\$50/wk \$30 resident/\$35 nonresident
Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident)	

Classes - Art (nonresident) includes instructor fee & some materials	\$40-\$200
Classes - Ceramics (resident)	\$30, seniors \$25
Classes - Ceramics (nonresident)	\$40; semors \$30
Dog Park	
Yearly 1 dog	\$25 resident/\$50 nonresident
Each additional dog	\$20 resident/\$35 nonresident
One day pass	\$5 resident/\$15 nonresident
Weekend pass	\$15 resident/\$25 nonresident
Monthly pass	\$20 resident/\$25 nonresident
Honor/Memory Programs	
Honor tree program	\$300 tree resident, \$350 nonresident
Tree purchase program	\$150 - \$250 depending on the species
Memory bench program - new	\$750/bench (includes placard)
Memory bench program - existing	\$600/bench (includes placard)
Brick Pavers	\$75
Kıdsville Pickets	\$50
Kidsville Tiles	\$25
Recreation Center Facility Rates	323
Multi-purpose Room rental (2 hour minimum)	6207-
resident	\$30/hr
nonresident	\$45/hr
Gym rental (2 hour minimum)	
resident	\$40/hr
nonresident	\$55/hr
Meeting room rental (2 hour minimum):	
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/hr
nonresidential	\$35/hr
Facility Rental Deposit	\$50
Admission Rate	\$25/hr
(if admission is charged, this additional hourly rate applies to each room rented)	
After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee	\$15/hr room rental + \$20/hr staff
Park Fees	
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$50/hr resident/\$80/hr nonresident
Park Green Space - Small	\$40/hr resident; \$70/hr nonresident
Park Green Space - Medium	\$50/hr resident; \$80/hr nonresident
Park Green Space - Large	\$60/hr resident; \$90/hr nonresident
Shelter reservation:	500/III resident, 570/III nomesident
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 nonresident
Summer camps	
bear bunch camp (per session)	\$75 resident/\$95 nonresident
	\$105 resident/\$125 nonresident
cooking camp	
cooking camp sports camp	\$75 resident/\$95 nonresident
	\$75 resident/\$95 nonresident
sports camp	\$75 resident/\$95 nonresident \$25 for 1st/\$20 each additional resident
sports camp teen camp	\$75 resident/\$95 nonresident
sports camp teen camp y.e.s camp	\$75 resident/\$95 nonresident \$25 for 1st/\$20 each additional resident

Swim lesson sessions - 8 classes per session	\$40 resident/\$70 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available)	
Youth sports [*]	
Youth football and cheerleading	\$50 resident/\$80 nonresident
Youth basketball	\$40 resident/\$70 nonresident
Youth baseball	\$20-\$40 resident/\$30-\$50 nonresident
Youth Soccer	\$40 resident/\$70 nonresident
Youth Lacrosse	\$40 resident/\$70 nonresident
Youth road races (per participant)	\$30 resident/\$45 nonresident
Fishing Tournament Attendant (opening/closing)	\$25/hr
Community Garden (per space)	\$25
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:	FEES
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
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 greater
Subdivision application - final review	\$214 or \$27/lot whichever is greater
Subdivision application - minor plats & recombination	\$107
Telecommunication - New wireless support structure	1500 per section 15-170
Telecommunication - other	\$500 per section 13-170
Zoning compliance	\$22
Zoning compliance - Residential flood plain	
Zoning compliance - Residential flood plain Zoning compliance - Commercial flood plain	\$54
Zoning computative - Commercial flood plant	\$107
Administrative Fees	\$38
Weed and debris clearance	671
Removing abandoned vehicles	\$71
	\$71
Boarding up buildings (MHC)	\$84
Starting work without a permit	1st-\$107 + permit; 2nd-\$161 + permit
Committee for for the first terms of	3rd-\$214 + permit; 4th-\$268 + permit
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/sf
Commercial (min chg \$38)	\$0.18/sf
Building permit - Demolition (+ \$17 compliance fee)	residential \$161; commercial \$321
Building permit - Manufactured mobile home	
singlewide/construction trailer; doublewide; triplewide	\$107; \$161; \$214
Building permit-Renovations to existing bldg (+\$17 compliance fee)	\$0.16/sf, min \$38
(per unit for multicomplex)	
Certificate of occupancy	\$27/unit
Inspections	Incl. in Bldg permit fee
Inspections - Building compliance	\$107 residential, \$161 commercial
	\$75 group homes
Inspections - Minimum housing as notified by Customer Service cutoffs	\$38
Inspections - Reinspection (bldg, elec, plbg, hvac, insulation)	\$75/ea
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
Inspections - Plan review, commercial 40,001 or greater Permit - Electrical (signs & billboards)	\$428 \$43

Permit - Electrical	60-150 amp - \$54, 200 amp - \$65
Termit Enverten	400 amp - \$75, 401-600 amp - \$86
	601-800 amp - \$97
	801-1000 amp - \$107
	1001-1600 amp - \$118
	over 1600 amp - \$120 + \$11 for each
	add'l 100 amp
Permit - Electrical heating & cooling	\$17/each
Permit - Electrical outlets & wall switches	\$33 for 1-5, \$43 for 6-50,
	\$65 for 51-100; \$81 for 101-200
	\$2 each over 200
Permit - Electrical light fixtures	\$3
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$17/each
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$17
Permit - Electrical disconnects & subpanels	\$13/each
Permit - Gas piping & distribution system (residential)	\$22
Permit - Gas appliances	\$17
Permit - Gas refrigeration - coolers/freezers (each unit)	\$27
Permit - Gas boilers/water heaters (each unit)	\$22
Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee)	9211
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;
Territor Signo (Guirante permito Guire Guirante)	\$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
Alarm Registration Fee	\$25
Alarm Reinstatement Fee	\$50
Non-Permitted Alarm System	\$250
Alarm Appeal Fee	\$25
Illegal Use of Automatic Voice Dialer	\$100
Fingerprinting	\$10
Funeral escorts	\$50 per escort w/48 hrs notice,
	\$100 per escort w/o 48 hrs notice

Off hour for	\$27/hr (5am to 11pm; \$35/hr
Off-duty fee	(11pm to 5am),3hr. min. pd to officer
061.6657140.711	\$35/hr (5am to 11pm), \$40/hr
Off-duty fee for Federal/City Holiday	(11pm to 5am),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	410
Dealer permits (annual)	\$180
Special occasion permit	\$180
Employee certificate of compliance	\$10
Employee certificate of compliance (annual renewal fee)	\$10
Fingerprints (processed for dealer permits - SBI fee)	\$38
Wrecker - (includes inspection)	\$250 to be on rotation list
Parking Penalties (Code Section 70-235)	\$25, see code for further details
8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-8	6) FEES
City Sponsored Event Fees:	FEES
Vendor Permit Fee	\$25
Food Vendor Service Fee	\$35
	, , , , , , , , , , , , , , , , , , , ,
NonCity Sponsored Event Fees:	
Vendor Permit Fee	\$35
Food Vendor Service Fee	\$45
Barricade	\$5 ea
City Labor: (Hourly Rates)	400
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)	\$22
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
7. Tebble Works. (code belions 00-12)	FEES
Repair Fees	
Labor	Hourly rate with benefits*
Material	Actual cost
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 Equip rate per FEMA schedule
	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 + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
	The second secon

10. REFUSE: (Code Section 62-37)	FEES
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 7/1/17
Additional fee if service needs to be disconnected by	
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
Delinquent Fee (for bills unpaid after 10th day following due date)	\$30
Deposit - Residential (exempt with excellent credit score)	2x highest bills in last 24 months
(refunded after 18 months with good payment history)	Not to exceed \$500
Deposit - Commercial/Industrial (refunded after 60 months with good payment history)	2x highest bills in last 24 months
Fee if payment is not made in night drop as agreed	\$100
Late penalty (payments received after due date)	5% of monthly bill
Meter change out fee	
Meter Diversion Fee (Meter Tampering Investigation)	\$155
	\$400
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	\$75
Payment Arrangement Fee	N/C
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
Reconnection Fee weekdays 8AM-5PM	N/C
Reconnection Fee weekdays 5PM - 11PM	\$75
Reconnection Fee weekends 8AM - 11PM	\$75
Temporary electric service and/or utility pole (utility determines location)	N/C
Load management switch recovery fee	Cost of switch from latest bid
Extra facilities charge	2% installed costs min. 5yrs, \$75/mo.
Additional pole	\$350
OH extension beyond two pole spans	\$1 05/ft.
UG line extension beyond 300 ft.	\$7.70/ft.
OH to UG conversion of service	\$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Sidewalk - \$115, paved driveway - \$460,
	street - \$950 water; sewer or gas - \$345
	Time, material and equipment. See repair fee
	below
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$310
Service drop after normal working hours (24-hr notice req'd)	\$100/hr 2 hr min., if service is req'd to be
	reconnected, a min. chg of 4 hrs applies
Repair Fees	
Labor	Hourly Employee Rate w/Benefits
Material	Actual Warehouse cost + 10%
Equipment /Trucks	Hourly Rate per FEMA schedule
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 6/12/18
Water and sewer rates	

13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250
Pretreatment - Admin. Fee for monthly review	\$100/month
Pretreatment - Unscheduled sampling	\$500 + analyses chrg
Pretreatment - Permit limit violation	\$100
Pretreatment - Technical review criteria	\$250
Pretreatment - Significant noncompliance	\$500
Pretreatment - BOD	
surcharge ceiling conc (mg/L)	\$350
surcharge cost per pound	\$0.15
charge for analysis	contract labor cost
Pretreatment - TSS	
surcharge ceiling conc. (mg/L)	\$250
surcharge cost per pound	\$0.27
charge for analysis	contract labor cost

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 Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at www fema/gov/schedule-equipment rates. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.

Labor - Labor charges shall be an employee's hourly rate of pay in effect at the time the service being performed (standard hourly rate, overtime, etc.) plus all taxes and benefits, including but not limited to social security, medicare, retirement, workers compensation and health insurance

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider adopting a resolution approving a	lease agreement between the City of New Bern and
The Trustees of Craven Community College	for property located at 128 Rhem Street.

Date of Meeting: 8/25/2020 Department: Public Works Call for Public Hearing: □Yes⊠No		Ward # if applicable: Ward 3 Person Submitting Item: Matt Montanye, Director of Public Works
		Explanation of Item:
Actions Needed by Board:	Approval of the proposed lease.	
Backup Attached:	Memo, Lease, Exhibit A & B	
Is item time sensitive?		u o □Vos ☑ No
Will there be advocate	s/opponents at	the meeting? □Yes ⊠ No
Cost of Agenda Item:	\$150,000.00	
If this requires an expe	enditure, has it	been budgeted and are funds available

Additional Notes: The total project upfit cost is \$250,000, with \$100,000 already secured for the project (\$50,0000 Harold H. Bate Foundation Grant and \$50,000 from the College as part of the lease). Thus, the Board will also have to consider funding the additional \$150,000 for the renovation required for the project.

N/A

and certified by the Finance Director?

Yes

No



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

August 14, 2020

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: Consider approving a lease agreement between the City of New Bern and

The Trustees of Craven Community College for property located at 128

Rhem Street.

Background Information:

The Mayor and Board of Aldermen are asked to consider adoption of a resolution to approve a lease with The Trustees of Craven Community College for city-owned property located at 128 Rhem Street. Craven Community College proposes to utilize this facility as an expansion to the workforce training center for a police simulator and law enforcement officer in-service training, and in conduct of college educational programs, consistent with North Carolina Community College System Policies, Craven Community College Board of Trustees Policies, and College Procedures, and for no other purposes without Lessor's prior written consent.

The total cost is \$250,000.00, with \$100,000.00 already secured for the project (\$50,000.00 from the Harold H. Bate Foundation Grant and \$50,000.00 from the College as part of the lease). Thus, the Board will also have to consider funding the additional \$150,000.00 for the project. Finance has submitted a Budget Ordinance Amendment for this expenditure. E

The proposed lease would be for a period of ten years and would be effective 120 days from date the agreement is executed. The rent for the proposed ten-year lease is a one-time payment of \$50,000.00 made payable with the execution of the lease agreement plus subsequent annual payments of one dollar (\$1.00).

As a condition of this lease the City of New Bern agrees to make upgrades to the existing facility as outlined in "Exhibit B" and that said upgrades would be completed 120 days from date the agreement is executed.

Recommendation:

The Director of Public Works has reviewed the proposed lease agreement with Craven Community College and recommends that the Board of Aldermen consider approving this agreement.

If you have any questions concerning this matter, please feel free to contact me directly.

RESOLUTION

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

That the Lease Agreement by and between the City of New Bern and The Trustees of Craven Community College, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 25th DAY OF AUGUST, 2020.

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

NORTH CAROLINA

CRAVEN COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated August 11, 2020, for convenience of reference, is made by and between the CITY OF NEW BERN, ("Lessor"), a North Carolina municipal corporation, and THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE ("Lessee"), collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 128 Rhem Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-011-153-B ("Subject Property"); and

WHEREAS, the Lessor has agreed that the Lessee may lease the Subject Property more specifically described herein as the "Premises" for use as a workforce training center, including but not limited to a police simulator and law enforcement officer in-service training, subject to the terms and conditions established herein; and

WHEREAS, the Lessor 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, the Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises, for the term and upon the conditions hereinafter set forth:

- INCORPORATION OF RECITALS. The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this Lease.
- 2. THE PREMISES. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, those certain premises containing a commercial structure of approximately 3,200 square feet and a storage structure of approximately 288 square feet, along with such real property depicted as the "WFD Premises Area" as illustrated on Exhibit A attached hereto and incorporated herein by reference, said real property being a portion of the parcel identified as Craven County Tax Parcel ID #8-011-153-B

(the "Premises"). Lessor further grants to the Lessee non-exclusive access for ingress and egress over the "Driveway" as illustrated on Exhibit A to access the Premises.

- CONDITION OF PREMISES AND TENANT UPFIT. Lessor agrees that it will 3. deliver the Premises to Lessee upfit and remodeled consistent with details/plans specified on Exhibit B attached hereto and incorporated herein by reference, within 120 days of the date on which the Lessee executes this Agreement (the "Scheduled Completion Date"). If Lessor should for any reason be unable to deliver the Premises to Lessee by the Scheduled Completion Date, Lessor shall continue to complete such work and shall deliver possession to the Lessee promptly upon completion, but Lessor shall not be liable for any damages to Lessee. The date on which Lessor delivers the Premises to Lessee with a final Certificate of Occupancy, whether before or after the Scheduled Completion Date, shall be the "Completion Date". Lessor warrants that, upon completion of Lessor's Work, the Premises shall be in compliance with all federal, state and local environmental laws, ordinances, rules and regulations (including but not limited to the American with Disabilities Act and the Occupational Safety and Health Act of 1970). In the event of a dispute between Lessor and Lessee with respect to Lessor's Work, and Lessor and Lessee cannot resolve the dispute, then the dispute shall be resolved by arbitration conducted in accordance with the North Carolina Uniform Arbitration Act.
- 4. TERM. The term of this Lease shall commence on a date within thirty (30) days of the Completion Date (the "Commencement Date"), shall continue for the balance of the month in which the Commencement Date occurs and for a period of ten (10) years thereafter, unless sooner terminated or extended in accordance with the terms hereof. Lessor and Lessee agree that they will, promptly following the Commencement Date, execute and deliver a letter agreement acknowledging that Lessee has accepted possession and that this Lease is operative, and reciting the Commencement Date and the date of expiration of the Lease Term. The Parties, by written instrument, may agree to an extension of the lease term prior to the termination of this Lease.

Notwithstanding the foregoing, Lessee may terminate this Lease at any time after the second anniversary of the Commencement Date upon ninety (90) days' advance written notice to Lessor.

5. <u>RENT</u>. As rent for the said Premises, the Lessee agrees to maintain the Premises, as set forth herein, and to pay Lessor a one-time sum of FIFTY THOUSAND DOLLARS (\$50,000.00), such payment to be made contemporaneously with the execution of this Lease, plus

subsequent annual payments of ONE DOLLAR (\$1.00) to be made on or before each anniversary date of this Lease; provided that Lessee shall have the option of paying rent for the entire Term at any time in lieu of paying rent annually.

- 6. PERMITTED USES. Lessee agrees to utilize the Premises as a workfrorce training center, including but not limited to a police simulator and law enforcement officer inservice training, and in conduct of college educational programs, consistent with North Carolina Community College System Policies, Craven Community College Board of Trustees Policies, and College Procedures, and for no other purposes without Lessor's prior written consent.
- PROHIBITED USES. Lessee shall not cause or permit any waste to occur in the 7. Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable activities or nuisances. Lessee agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Premises in violation of any State, Federal or local environmental laws regulating Lessee's use and occupancy of the Premises. Lessee shall indemnify Lessor for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Lessee's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances." "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement or any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents and petroleum products outside sealed containers. Notwithstanding the above, Lessee shall not be responsible for any claim, demand, cost, damage, injury, loss,

liability or change based on or arising out of the presence of any Hazardous Materials or conditions on or about the Premises which existed prior to Lessee's occupancy or which was not expressly caused by Lessee, its agents, employees or representatives.

- 8. <u>UTILITIES</u>. All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Premises shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, and telephone services.
- 9. REPAIR AND MAINTENANCE. Lessor shall keep the foundation, exterior walls (except plate glass and exterior doors), HVAC systems, roof, gutters, downspouts, and foundation walls of the Premises, and all interior and exterior water, sewer, electrical and gas systems serving the Premises in good repair, except that Lessor shall not be required to make any repairs occasioned by the act or neglect of Lessee or its employees or agents. For purposes of this Section 9. Lessor's obligation to maintain all interior water, sewer, electrical and gas systems serving the Premises in good repair shall be limited to such portions of the water, sewer, electrical and gas systems located within the walls, floors and ceilings of the commercial structure located on the Premises. In the event that the Premises become in need of repairs required to be made by Lessor hereunder, Lessee shall give prompt written notice to Lessor; and Lessor shall not in any way be responsible for failure to make any such repairs until thirty (30) days shall have passed after its receipt of such written notice (provided, however, that in the event the repair cannot, with reasonable diligence, be completed within such thirty (30) day period, Lessor shall have a reasonable time thereafter to complete such repair so long as Lessor promptly commences and diligently pursues such repair to completion). Should the Premises require an emergency repair, Lessor shall contact the City Manager or Public Works Director by telephone, and Lessor shall take immediate action to address such emergency repair unless Lessee is advised by the City Manager or Public Works Director that Lessor is unable to take immediate action in which case Lessee may take all reasonable steps to resolve such emergency repair at Lessor's expense. Lessor shall maintain the grounds, driveways, and parking areas on the Subject Property and any other property over which Lessee has access rights in good condition and repair, and maintain adequate lighting in such areas, all consistent with Lessor's maintenance standards for its public facilities. Lessor's obligations include the removal of snow and ice from walkways, driveways, and parking

lots in the area surrounding the Premises consistent with Lessor's practices for its public parking areas.

Except for the foregoing Lessor responsibilities, Lessee shall perform all other repairs and maintenance necessary to maintain the Premises, including, but not limited to, needed repairs and replacements to all exterior and interior items unless such items are the responsibility of Lessor as set forth above. Lessee shall perform all preventative maintenance and repairs to the Premises, including without limitation all repairs and replacements to all interior items, to the ceiling, to the lighting system, to all doors and door opening mechanisms, and to all water, sewer, and electrical facilities located within the Premises, unless such items are the responsibility of Lessor as set forth above. Lessee shall promptly replace any cracked or broken plate glass or window glass used in any interior and exterior windows and doors in the Premises.

- all glass in the doors and windows of the Premises clean; shall keep clean all exterior surfaces of the Premises which are not Lessor's responsibility; shall not place or maintain any structures or other articles on the sidewalk or street adjacent to the Premises or elsewhere on the exterior thereof without Lessor's written consent; shall maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; shall not permit undue accumulations of garbage, trash, rubbish and other refuse, and shall keep such refuse in proper containers on the exterior of the Premises in the areas designated therefor by Lessor; and shall maintain temperatures within the Premises sufficient (and open taps to reduce pressure as needed) to prevent the freezing and bursting of water and sewer pipes serving the Premises. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee.
- alterations or improvements to the Premises with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. If approved by Lessor, such work shall be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof. Lessee shall make no such change, alteration or improvement which substantially affects the structural integrity of the Premises or substantially decreases the value of the Premises. All changes, alterations or improvements to the Premises shall remain for the benefit of Lessor unless otherwise provided in a writing signed by Lessor.

CASUALTY AND LIABILITY INSURANCE. Lessee, at its sole cost and 12. expense, shall maintain for the benefit of Lessor and Lessee, general liability insurance protecting Lessor and Lessee against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect Lessor and Lessee jointly and severally to the combined limit of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate Lessor, Lessor's mortgagee, if any, as additional insureds as their respective interests may appear, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving Lessor a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by Lessor, and a certificate of insurance shall be provided to Lessor. In the event Lessee at any time shall fail to maintain such insurance or shall fail to pay any and all premiums therefor, Lessor shall have the right and option to effect such insurance and pay any and all premiums therefor; and, in the event of any such payment, Lessee, on the rental date next succeeding the date on which Lessee receives notice of such payment having been made, shall pay to Lessor a sum equal to the amount which was so paid for such insurance premiums, it being expressly understood that Lessor shall have no obligation whatsoever hereunder to effect such insurance or to make such premium payments to cure the default of Lessee.

Lessor shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof in such amount as may be agreed upon by Lessor and Lessee prior to the commencement of each lease year against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina. Lessee shall reimburse Lessor for the reasonable cost of such insurance within thirty (30) days after receipt of notice from Lessor with supporting information as to the amount due.

- 13. <u>DAMAGE OR DESTRUCTION</u>. In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of Lessor and Lessee shall be as follows:
 - (a) If the Premises shall be damaged or destroyed so as to render the Premises untenantable, Lessor or Lessee may, at either party's election, terminate this Lease by

written notice to the other party not more than thirty (30) days after the occurrence of such damage or destruction. Untenantable shall mean that the improvements upon property of which the Premises are a part shall be damaged or destroyed by fire, the elements, or other causalty to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

- (b) If the Premises are not rendered untenantable by such damage or destruction, this Lease shall remain in full force and effect and Lessor shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. Lessee shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.
- 14. <u>DEFAULT</u>. If Lessor or Lessee shall fail to perform or comply with any of the agreements or covenants of this Lease and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this Lease.
- 15. <u>REMEDIES</u>. Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this Lease.
- Property, which shall include reasonable space on the sign face(s) to identify Lessee's operations, the design of which shall be similar to Lessee's other signage at its existing facilities. Lessee may not install any additional signage without Lessor's consent. Lessor shall be responsible for the cost of the common signage program. Once the common signage is installed on the Premises, Lessee shall be responsible for the cost of any replacement signage necessitated by Lessee.
- 17. <u>ASSIGNMENT OR SUBLETTING</u>. Lessee shall not assign this Lease nor sublet any part of the Premises without written consent of the Lessor.
- 18. <u>QUIET POSSESSION</u>. Lessor agrees that Lessee shall, upon paying the rent and performing the covenants of this Lease, quietly have, hold and enjoy the Premises during the term of this Lease. Lessor ackowledges that Lessee's operations on the Premises may extend beyond customary "business hours" and that Lessee and its invitees will need access to the Premises "around the clock"; therefore, Lessee's access to and use of the Premises shall not be limited by Lessor. Further, Lessor acknowledges that Lessee's use of the Premises as a workforce

development center by its nature may involve noises and odors emanating from the Premises from equipment and machinery, and that such use shall not constitute a nuisance to Lessor or other tenants of the Subject Property. Lessor will disclose in leases with other tenants of the Subject Property the nature of Lessee's use of the Premises and include a provision in the leases that such tenants waive any right to object to Lessee's operations on the Premises.

- 19. <u>SURRENDER OF POSSESSION</u>. Upon expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as the same are at the beginning of the lease term, reasonable wear and tear and casualty excepted.
- equipment deemed necessary by Lessee for the conduct of Lessee's operations. So long as Lessee is not in default of the terms of this Lease, all fixtures and equipment installed by Lessee shall remain the property of Lessee and Lessee shall have the right to remove such equipment at any time up to and including the expiration date of this Lease or sooner termination of this Lease for any reason; provided, however, Lessee shall give Lessor ten (10) days' written notice prior to removal of a fixture that has been affixed to the foundation or structural systems of the Premises if the removal would damage in any way the Premises. Lessee shall be responsible for the cost of repairing any damage to the Premises which is caused by such removal. Any fixtures installed by Lessee shall automatically become the property of the Lessor, with Lessee remaining liable for any indebtedness thereon, if such fixtures are not removed by Lessee within a reasonable time after the expiration date of this Lease or sooner termination of this Lease for any reason.
- 21. NOTICES. All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to Lessee or to Lessor at the following addresses:

Lesssor	Lessee
Depart	

City of New Bern Craven Community College
Attn: Director of Public Works
P.O. Box 1129 800 College Court
New Bern, NC 28560 New Bern, NC 28562

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

- 22. INDEMNIFICATION/LIMITATION OF LIABILITY. To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessee, its officers, agents, contractors, or employees, Lessee shall indemnify Lessor and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Lessee of the Premises, unless the same is caused by the negligence or willful misconduct of Lessor. To the extent allowed by law, and as limited by all state and federal laws, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessor, its agents, contractors, or employees, Lessor shall indemnify Lessee and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessee.
- 23. <u>MEMORANDUM OF LEASE</u>. This Lease shall not be recorded, but Lessor and Lessee, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.
- 24. <u>ENTIRE AGREEMENT</u>. This Lease contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.
- 25. <u>BINDING EFFECT</u>. All the terms and conditions of this Lease shall be binding upon and shall apply and inure to the benefit of the parties hereto.
- 26. <u>CONSTRUCTION OF LEASE</u>. In construing and interpreting this lease, the following rules shall apply:
- (a) This lease shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.

- (b) Pronouns used in this lease importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.
- (c) Pronouns, verbs and/or other words used in this lease importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.
- (d) Paragraph headings appearing in this lease are for purposes of easy reference and shall be considered a part of this lease and shall in no way modify, amend, or affect the provisions thereof.
- 27. GOVERNING LAW. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.
- 28. <u>COMPLIANCE WITH NONDISCRIMINATION LAWS</u>. Lessee agrees to comply with all applicable federal, state, and local laws prohibiting discrimination.

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and the Chair of the Board of Trustees of Craven Community College has executed or caused this document to be duly executed, all as of the day and year first above written.

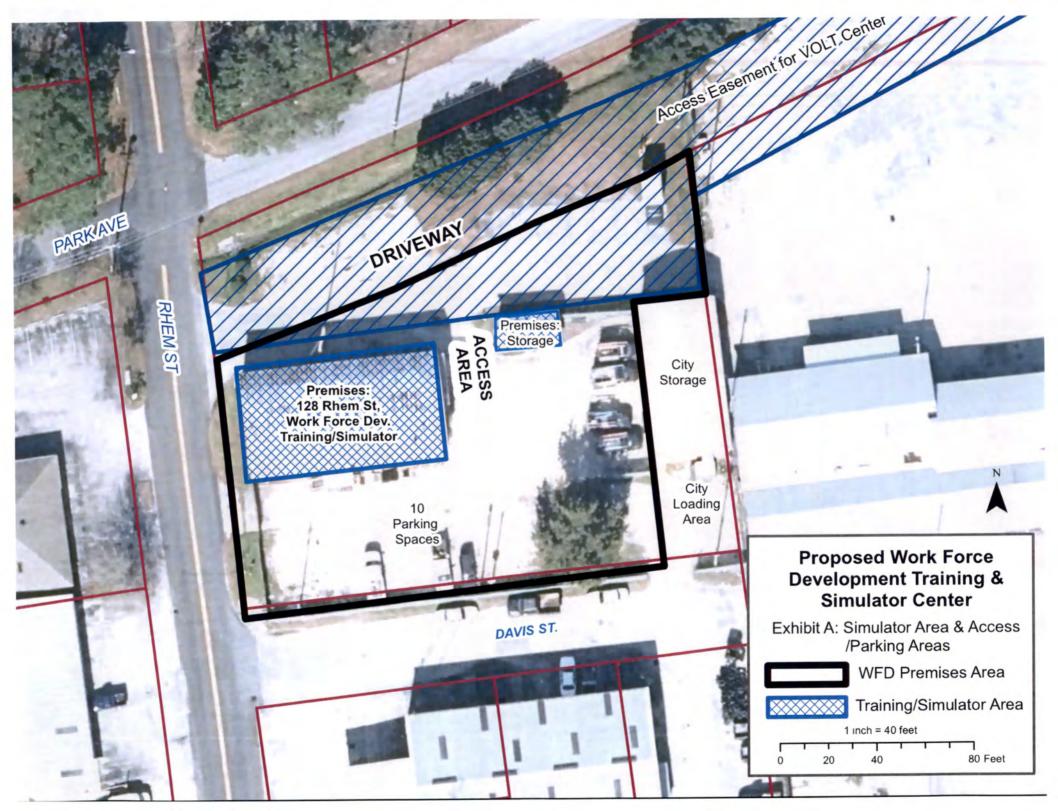
LESSOR:	CITY OF NEW BERN
	By:
ATTEST:	
BRENDA E. BLANCO, CITY CLERK	
(CORPORATE SEAL)	

LESSEE:	THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE		
	By:		
	CHAIR		
[SEAL]			

NORTH CAROLINA CRAVEN COUNTY

Ι,	of, a notary public in and for said county and state,
DANA E. OUTLAW with whom I am pothat he is the Mayor and that BRENDA the municipal corporation described in knows the common seal of said municipal instrument is said common seal; that the by the said Mayor; that the said common seal	ersonally acquainted, who, being by me duly sworn, says E. BLANCO is the City Clerk of the City of New Bern, and which executed the foregoing instrument; that he sipal corporation; that the seal affixed to the foregoing name of the municipal corporation was subscribed thereton seal was affixed, all by order of the Board of Aldermen the said instrument is the act and deed of said municipal
WITNESS my hand and notarial	seal, this the day of August 2020.
	Notary Public
My Commission Expires:	
NORTH CAROLINA CRAVEN COUNTY	
I certify that the following person to me that he signed the foregoing doc indicated therein:	n personally appeared before me this day, acknowledging cument for the purpose(s) stated therein, in the capacity
Date:	
	Signature of Notary Public
	Notary's printed or typed name
	My commission expires:

ND: 4820-7131-7703, v. 1





Public Works Department

300 Pollock Street, New Bern NC 28563-1129 Phone. (252)-639-7501 Fax. (252)-636-1848

MEMORANDUM

Date: July 22, 2020 (Revised August 11, 2020)

To: Amanda Ohlensehlen, Economic and Community Development Manager

From: Matt Montanye, Director of Public Works

Ref: Improvements to the Old Stormwater Building for use as a Police Simulator Building.

I have looked into the renovation cost associated with the previously discussed improvements to the Old Stormwater Building, located at 128 Rhem Street, and wanted to provide you with a preliminary budget number of \$250,000. This figure is based on the sketch below as well as rough estimates from local contractors and City staff. Below is an itemized list of the cost associated with these improvements. In addition, it is understood that this renovation project will be managed by the City of New Bern Public Works Department.

Interior Upgrades:	
Demolition of Existing Features	\$ 2,000.00
Interior Layout - Material and Labor	\$ 20,000.00
Plumbing Upgrades and Fixtures	\$ 7,000.00
Electrical Upgrades	\$ 10,000.00
Windows (Refurbish)	\$ 30,000.00
Sound Proofing	\$ 25,000.00
Ceiling Replacement (Grid & Tile)	\$ 13,000.00
Interior Lighting Replacement	\$ 5,000.00
Insulation Replacement	\$ 9,000.00
Carpet & Flooring	\$ 13,500.00
Sub-Total	\$ 134,500.00
Exterior Upgrades:	
Parking Improvements:	\$ 40,000.00
HVAC Upgrades:	\$ 17,000.00
Fence Replacement:	\$ 15,000.00
H/C Ramp:	\$ 20,000.00
Deck Replacement	\$ 1,000.00
Facia and Exterior Repairs	\$ 7,500.00
Contingencies:	\$ 15,000.00
Sub-Total	\$ 115,500.00
Grand Total	\$ 250,000.00

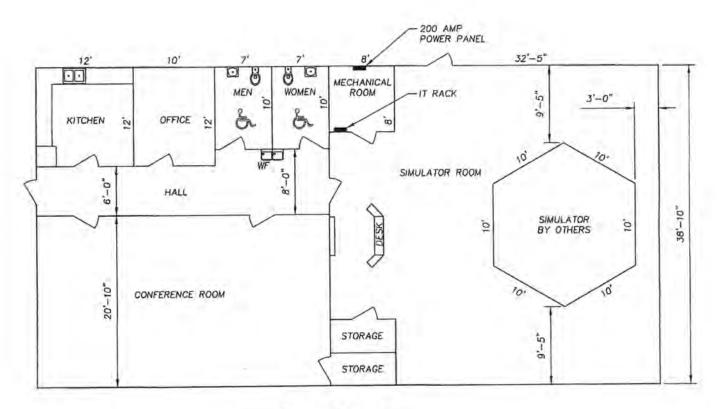
Timeline:

As discussed, we are proposing that as soon as an agreement is in place, the City will begin work. It is anticipated that all work will be completed in 120 days from the date the agreement is executed.

Exclusion:

It should be noted that the above estimate does not include any cost associated with the simulator, furniture and/or accessories associated with operating the simulator, office furnishings or appliances.

If you have any questions or need more detailed information regarding this project, please feel free to give me a call at 252-639-7500 or on my cell phone at 252-646-3984.



Proposed Layout Not to Scale

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider adopting an amendment to the FY 2020-21 annual adopted budget.

Date of Meeting: 08/25/2020		Ward # if applicable:	
Department: Finance		Person Submitting Item: Mary M. Hogan, Director of Finance	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing:	
Evulanation of Itom	Consider adopting	ng an amendment to the FY 2020-21 annual adopted	
Explanation of Item:	budget.		
Actions Needed by Board:	Adopt ordinance amendment.		
Backup Attached:	Memo, Ordinance Amendment		
Is item time sensitive?		ul	
Will there be advocate	s/opponents at	the meeting? □Yes ☒ No	
Cost of Agenda Item:			
If this requires an expe and certified by the Fi	enditure, has it nance Director'	been budgeted and are funds available ? □Yes □ No	

Additional Notes:



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

FROM: Mary M. Hogan - Director of Finance

DATE: 8/14/2020

RE: Amendment to the FY 2020-21 Operating Budget

Background Information

This budget ordinance allows an amendment to the Fiscal Year 2020-21 budget, which the General Fund will transfer \$150,000 from Contingency to the Grant Fund for the costs related to the preparation of the VOLT Center Simulator Building. The Grant Fund recognizes revenues from the Harold Bate Foundation in the amount of \$50,000, the lease agreement with Craven Community College in the amount of \$50,000, and a transfer from the General Fund in the amount of \$150,000 for the VOLT Center Simulator project.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on August 25, 2020.

CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2020-2021

FROM: Mary M. Hogan, Director of Finance Meeting Date: August 25, 2020

EXPLANATION:

Cabadula A CENEDAL FUND

The General Fund will transfer \$150,000 from Contingency to the Grant Fund for the costs related to the preparation of the VOLT Center Simulator Building. The Grant Fund recognizes revenues from the Harold Bate Foundation in the amount of \$50,000, from the Craven County Community College rental agreement in the amount of \$50,000, and from the General Fund transfer in the amount of \$150,000 for the VOLT Center Simulator project.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN THAT THE 2020-2021 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule	A - GENERAL FUND	
Increase:	Interfund Transfers & Transfer Supports Contingency	150,000 (150,000)
		\$ - u•
	K - GRANTS FUND	Tildel
Increase:	Public Works	\$ 250,000
		\$ 250,000
	Section 2 - Estimated Revenues	
Schedule	K - GRANTS FUND	
Increase:	Transfer from General Fund	\$ 150,000
	VOLT Center Simulator Building Grant	\$ 50,000
	Misc Revenue	50,000
		\$ 250,000

X	ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
X	TRANSFER WITHIN ACCOUNTS OF SAME FUND
	OTHER:
	APPROVED BY THE BOARD OF ALDERMEN AND
	ENTERED ON MINUTES DATED AUGUST 25, 202

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Approve a PSAP (911 Center) Back-Up Mutual Aid Agreement with Craven County

Date of Meeting: 8/25/2020		Ward # if applicable: N/A	
Department: Police		Person Submitting Item: Chief Toussaint E. Summers, Jr.	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A	
Explanation of Item:	authorizes mutua	General Statutes Section 166A-19.72 allows and all aid assistance and cooperation between political vided that such agreements are consistent with the	
	State emergency management program and plans. In 2015, Board of Alderman approved a Mutual Aid Agreement with Craven County for a period of a five year with. The current agreement has expired		
Actions Needed by Board:	Approval of and signing of the agreement with Craven County. Copy of Mutual Aid Agreement drafted by Mr. Davis		
Backup Attached:			
Is item time sensitive?	⊠Yes □ No		
Will there be advocate	s/opponents at	the meeting? □Yes ☒ No	
Cost of Agenda Item:	\$0.00		
If this requires an expe and certified by the Fi		been budgeted and are funds available ? □Yes ☒ No	

Additional Notes: Attorney Scott Davis may offer comments on this agreement.





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

Police and Community come together here.

TO: Mayor and Board of Alderman

FROM: Toussaint E. Summers, Jr., Chief of Police

SUBJECT: Mutual Aid Agreement with Craven County 911

DATE: August 25, 2020

Background

North Carolina General Statutes Section 166A-19.72 allows and authorizes mutual aid assistance and cooperation between political subdivisions provided that such agreements are consistent with the State emergency management program and plans. In 2015, Board of Alderman approved a Mutual Aid Agreement with Craven County 911 for a period of a five year with. The current agreement has expired.

Recommendation

After review by staff of each agency and their respective attorneys, it is recommended that the Board of Alderman adopt the attached mutual aid agreement, and the Mayor be authorized to sign said agreement.

RESOLUTION

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

That the Mutual Aid Agreement for 911 Communications and Dispatch Backup PSAPs by and between the City of New Bern and the County of Craven, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 25th DAY OF AUGUST, 2020.

DANA E. OUTLAW, MAYOR	

NORTH CAROLINA

CRAVEN COUNTY

MUTUAL AID AGREEEMENT FOR 911 COMMUNICATIONS AND DISPATCH BACKUP PSAPS

This Mutual Aid Agreement for 911 Communications and Dispatch Backup PSAPs ("Agreement") is made and entered into this 25th day of August, 2020, by and between CITY OF NEW BERN, a North Carolina municipal corporation ("City"), and the COUNTY OF CRAVEN, a body politic of the State of North Carolina ("County"), collectively referred to as the "Parties."

BACKGROUND STATEMENT; PURPOSE

North Carolina General Statutes Section 166A-19.72 allows and authorizes mutual aid assistance and cooperation between political subdivisions provided that such agreements are consistent with the State emergency management program and plans. The Parties hereto wish to enter into this Agreement, consistent with the provisions of the State emergency management program and plan to provide mutual aid during times of disaster to ensure that all available resources are potentially available in the event that either Party's 911 Communication Center Administrator requires the aid of the other.

AGREEMENT

The Parties agree to the following terms and conditions:

1. REQUESTING ASSISTANCE

- A. When temporary assistance is needed pursuant to this Agreement, the Administrator or either Party's 911 Communication Center shall notify the Administrator of the other Party's 911 Communication Center of the need for such assistance, and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible.
- B. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

2. GRANT OF AUTHORITY

- A. Each Party hereby authorizes and grants to its respective 911 Communications Center Administrator the authority to give, use and expend for the benefit of the other Party all available resources needed to assist the requesting party in providing reasonable and adequate 911 communication services for the residents of the requesting party.
- B. The Party who is requested to extend aid may withhold resources from the requesting Party in its sole discretion.

3. DUTIES OF PARTY REQUESTING AID

- A. The Party requesting aid will advise and assign the 911 Communication resources that shall be used by the responding Party to include additional personnel and portable equipment necessary.
- B. The Party requesting aid will provide for the physical needs of those employees and personnel of the Party rendering aid to include food and any temporary shelter needs unless otherwise agreed by the Party rendering aid.
- C. The Party requesting aid will reimburse and make whole the Party rendering aid for any and all damage to equipment, or loss of use of materials incurred by reason of extending aid.
- D. The Party requesting aid will indemnify, save, defend and hold harmless the Party rendering aid from any action or suit arising out of extending such aid, except for the negligence of the Party rendering aid.

4. DUTIES OF PARTY RENDERING AID

- A. The personnel of the Party rendering aid to the other Party shall, at all times, act in accordance with their respective certifications, and in accordance with their respective policies and procedures; and shall remain under the direct control, supervision and direction of their respective agency.
- B. The Party rendering aid will be responsible for the services rendered by its personnel.
- C. Unless otherwise specified, the personnel of the Party extending aid will continue to operate under the command and control of their own supervisors.

5. EQUIPMENT AND INSURANCE

A. Each Party to this agreement shall be responsible for its own equipment and insurance, including workers compensation, at any time while assisting the other Party.

6. TERM AND WITHDRAWAL

- A. The term of this Agreement shall be for a period of five (5) years from the date first above written and shall terminate automatically at the expiration of that term.
- B. Either Party may terminate this Agreement upon one hundred eighty (180) days prior written notice to the other Party.

7. OTHER MUTUAL AID AGREEMENTS

A. This Agreement does not affect any other service or mutual aid agreement previously entered into by or between the Parties, nor does it prevent either Party from entering into other such agreements.

8. PROCEDURES

- A. Each Party to this Agreement shall create a document to detail the procedures for implementing a transfer of 911 Communications to the other Party.
- B. The Parties shall conduct regular, joint training sessions with their respective employees regarding their duties and obligations under this Agreement.

9. MISCELLANEOUS.

- A. This Agreement sets forth the full understanding of the Parties, and all prior negotiations and understandings with regard to the same are merged herein.
- B. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision.
- C. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.
- D. This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be the Superior Courts of Craven County, North Carolina.

IN TESTIMONY WHEREOF, the CITY 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 the COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first above written.

	CITY OF NEW BERN
	By: DANA E, OUTLAW, MAYOR
ATTEST:	
BRENDA E. BLANCO, CITY CLERK	
	COUNTY OF CRAVEN
	Ву:
ATTEST:	THOMAS F. MARK, CHAIRMAN
NAN HOLTON, CLERK TO BOARD	

NORTH CAROLINA CRAVEN COUNTY

I,	, a notary public in and for said county and state, do
hereby certify that on the	day of August 2020, before me personally appeared Dana E.
Outlaw, with whom I am perso	onally acquainted, who, being by me duly sworn, says that he is the
Mayor and that Brenda E. Bl	anco is the City Clerk of the City of New Bern, the municipal
corporation described in and w	hich executed the foregoing instrument; that he knows the common
seal of said municipal corporati	on; that the seal affixed to the foregoing instrument is said common
seal; that the name of the muni	cipal 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	ne act and deed of said municipal corporation.
namena I I	1 1
WITNESS my hand and	I notarial seal, this day of August, 2020.
	NOTARY PUBLIC
My commission expires:	
Section of Company	
NORTH CAROLINA	
CRAVEN COUNTY	
	, a notary public in and for said county and state, do
horaby cartify that on the	day of August, 2020, before me personally appeared Thomas F.
Mork with whom I am person	nally acquainted, who, being by me duly sworn, says that he is the
Chairman of the Board of Con	nmissioners of CRAVEN COUNTY, NORTH CAROLINA, a body
politic and that Nan Holton is	the Clerk to the Board of Commissioners of CRAVEN COUNTY,
NORTH CAPOLINA the book	ly politic described in and which executed the foregoing instrument;
that he knows its common ses	al; that the seal affixed to the foregoing instrument is said common
goal: that the name of said hod	y politic was subscribed thereto by the said Chairman of the Board of
Commissioners: that the said of	ommon seal was affixed, all by order of its Board of Commissioners;
and that the said instrument is i	ts act and deed.
and that the said instrument is i	
WITNESS my hand an	d notarial seal, this day of August, 2020.
	NOTARY PUBLIC
My commission expires:	HOTART TODLIC
iviy continussion expires.	

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving Governor's Highway Safety Program Grant

This is a no mar		Ward # if applicable: N/A Person Submitting Item: Chief Toussaint E. Summers, Jr. Date of Public Hearing: N/A			
				for Governor's Highway Safety Program grant. tch grant, of \$24,995.00, with full	
				Actions Needed by Board:	Board approval is requested.
		Backup Attached:	Chief Toussaint E. Summers, Jr. is presenting the request.		
Is item time sensitive?	MVos □No				
		the meeting? Yes No			
Cost of Agenda Item: 1	ı/a				
0	enditure, has it	been budgeted and are funds available ☑ Xes □ No			

Additional Notes: This grant will be a reoccurring grant in the future and will remain a no match requirement by the city.





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

Police and Community come together here.

TO:

Mayor and Board of Alderman

FROM:

Toussaint E. Summers, Jr., Chief of Police

SUBJECT:

Governor's Highway Safety Program Grant

DATE:

August 25, 2020

Background

The City of New Bern Police Department has been filling the role of Law Enforcement County Coordinator (LECC) since 2012 and now has been offered the position of Law Enforcement Liaison (LEL) for our region. A liaison serves as coordinator and organizer for highway safety activities in their respective region. The LEL would work with participating agencies within the region to help coordinate traffic safety related events. They would host quarterly meetings with LECC's and ensure needs in their area are being met. The LEL will work closely with GHSP Staff in determining what equipment is made available to agencies throughout the state and will assist during other GHSP sanctioned events. These events could include conference(s), state fair and campaign kick-offs.

A Regional Law Enforcement Liaison (LEL) serves as coordinator and organizer for highway safety activities in their respective region. The NCGHSP supports and oversees the statewide "Booze it & Lose it" and "Click it or Ticket" programs. Coordination of these programs is accomplished by utilizing 11 regional "Law Enforcement Liaison" positions. New Bern falls within region 2. Through the guidance and coordination efforts of the Liaisons, planning and preparation and reporting activities from the event(s) occur. Efforts to continue to promote and involve law enforcement agencies in these lifesaving endeavors are of paramount importance to this statewide program.

This position comes with a no match grant of \$24, 995.00. This grant is a fully reimbursable grant that will cover all expense for travel, training, and equipment as related to the position. It also will allow us to have immediate access to various pieces of equipment such as a seatbelt convincer, DWI driving simulator and a speed display. This equipment has been proven valuable when educated our youth and during festivals and other events within the city. Funds from the grant can help facilitate paying and hosting training within our area, impacting not only our agency but others around us as well.

Recommendation

It is recommended that the Board of Alderman approve the Agreement and Resolution from GHSP and provide the reimbursable funds for this grant funded position.



North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the NEW BERN POLICE DEPARTMENT (The Applicant Agency) has completed an application contract for traffic safety funding; and that City of New Bern (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract; THEREFORE, NOW BE IT RESOLVED BY THE City of New Bern IN OPEN MEETING ASSEMBLED IN THE CITY OF New Bern THIS 25 DAY OF August 20 AS FOLLOWS: 1. That the project referenced above is in the best interest of the Governing Body and the general public; and That Mark Stephens, City Manager (Name and Title of Representative) is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$\frac{24,995.00}{(Federal Dollar Request)} to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and 3. That the Governing Body has formally appropriated the cash contribution of $\$^{f U}$ required by the project contract; and 4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and 5. That certified copies of this resolution be included as part of the contract referenced above; and That this resolution shall take effect immediately upon its adoption. DONE AND ORDERED in open meeting by Dana E. Outlaw SEAL ATTESTED BY

Brenda E. Blanco

DATE August 25, 2020

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP", and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency" During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

- Equal Opportunity/Nondiscrimination. The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U S C 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38.
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Drug Free Workplace. The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- Federal Grant Requirements and Contracts. The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www nhtsa.gov) and additions or amendments thereto
- 4. Political Activity (Hatch Act) The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

5. Lobbying.

- (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

(a) Audit Required. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.

(b) Single Audit. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6 22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
- (j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
- 8. Buy America Act. The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- Prohibition On Using Grant Funds To Check For Helmet Usage. The Agency and each subrecipient
 will not use 23 U S C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints
 that specifically target motorcyclists
- 10. Conditions for State, Local and Indian Tribal Governments. State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
- 11. Conditions for Institutions of Higher Education. If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations. If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations
- 13. Conditions for Hospitals. If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

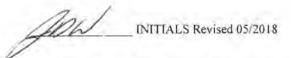
B. General Provisions

- 1. Contract Changes. This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department
- 2. Subcontracts Under This Contract. The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128 4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts. The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- Outsourcing. All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. Property and Equipment.

- (a) Maintenance and Inventory. The Agency shall maintain and inventory all property and equipment purchased under this contract.
- (b) Utilization. The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
- (c) Title Interest. The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:

 (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or



(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

- (d) Non-expendable Property. Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
- 7. Educational or Other Materials. If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
- 8. Review of Reports and Publications. Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release

9. Reimbursement.

- (a) General. Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) Approval. The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) Unapproved Costs. Any rejected or unaccepted costs shall be borne by the Agency The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) Final Claims for Reimbursement. Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) Expending Funds Under This Contract. Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date
- 10. Project Costs. It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
- 11. Program Income. The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
- 12. Project Directors. The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP

13. Reports Required.

- (a) Quarterly Progress Reports. Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) Final Accomplishments Report. A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

INITIALS Revised 05/2018

Incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP

(c) Audit Reports. Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

(a) General. All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.

(b) Requests. Requests for approval must be submitted to the GHSP, on forms provided by the

Department, no less than thirty (30) days prior to the intended departure date of travel

(c) Agency Travel Policy Required. For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.

(d) Agenda Required. Out-of-state travel requests must include a copy of the agenda for the travel

requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Certifications Required.

(i) In-car Camera or Video System. For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.

(ii) Radar. For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate

must be filed with GHSP prior to reimbursement of radar equipment.

(iii) Alcohol Screening Devices. For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch

(b) Report Required - Monthly Enforcement Data Report. In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

(a) Resolution Required. If the Agency is a local governmental entity, a resolution from the governing

body of the Agency is required on a form provided by the Department.

- (b) Resolution Content. The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating
 positions unless exempted by state law.
- 18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

(a) Federal Funding. The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be preportionately reduced.

funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

- 21. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties

23. Department Held Harmless.

- (a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
 - (a) Cancel, terminate, or suspend this contract in whole or in part;

(b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;

- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency.
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

(a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department

- 27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved
- 28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- 29. Certification of Eligibility Under the Iran Divestment Act, Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the Agency is <u>not now and was not at the time of the execution of the Contract dated below</u> identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.

(b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List, and

(c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is 06/30/2021

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

	AGENCY PROJECT DIR	ECTOR	
JASON WILLIAMS	TITLE LIEUTENANT	NEW BELN, NC 28560	
SIGNATURE DATE 1/8/2020		TELEPHONE NUMBER (252) 672 - 4323	
	AGENCY AUTHORIZING	OFFICIAL	
NAME MWKA Stephens SIGNATURE	City Manager	POBOX 1129. New Bern, NC 28563 TELEPHONE NUMBER 252 639-2700	
AGEN	CY OFFICIAL AUTHORIZED TO	O RECEIVE FUNDS	
MARY HOGAN	DIR OF FINANCE	PO Box 1129 New Bern, NC 28563 TELEPHONE NUMBER	
Many M. Hoc	m	252-639-2710	

AGENDA ITEM COVER SHEET



Agenda Item Title:

Adopt Resolution Approving Engineering Amendment No. 3 for the Township No. 7 Sewer Improvements Phase-III Project.

Rivers and Asso archaeological		Ward # if applicable: N/A Person Submitting Item: Jordan Hughes	
		existing professional services contract with ociates, Inc. for additional engineering and work that is required for the Township No. 7	
		Actions Needed by Board:	Sewer Improvements Phase-III project. Adopt Resolution Approving Engineering Amendment No. 3 for the Township No. 7 Sewer Improvements Phase-III Project.
Backup Attached:	Memo from Jordan Hughes, copy of Amendment No.3 and dra resolution for approving the Amendment.		
Is item time sensitive?			
Will there be advocate	s/opponents at	the meeting? □Yes ☒ No	
Cost of Agenda Item: S			
	enditure, has it	been budgeted and are funds available ≥ ⊠Yes □ No	

Additional Notes:



Department of Public Utilities Water Resources 527 NC Highway 55 West, P.O. Box 1129 New Bern, NC 28563-1129 (252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Jordan B. Hughes P.E., City Engineer

DATE: August 14, 2020

SUBJECT: Recommendation to Approve Engineering Amendment No. 3

For Township No. 7 Sewer Improvements Phase-III Project

Background Information:

The Township No.7 Sewer Improvements Phase-III project is being implemented by the City in order to meet the capacity needs of the City's sewer systems located south of the Trent River. One of the major components of this project is the relocation of the City's sewer pump station No. 10, which currently sits on the bank of Lawson Creek. This relocation will involve constructing a new pump station in the southwest corner of 201 Eden Street. As this site is in the Historic District, approval from multiple local and state agencies is required before construction can begin on this site. As part of these reviews it was determined by the Office of State Archaeology that in depth archaeological work will need to be completed to mitigate potential adverse impacts on the site. The addition of this archaeological work to the project will increase the engineering cost for the project, but has been determined to be the most cost effective alternative in continuing to move forward with the construction of the new pump station.

In order to move forward with the pump station construction, the aforementioned mitigation work will have to be completed and will require additional professional services and archaeological work. Rivers and Associates, Inc. has proposed lump sum price of \$53,450 for completion of the work that was not included in the original project scope. This lump sum price appears to be reasonable and consistent based on the increase in project scope and the consultants established hourly rates.

Recommendation:

In order to finalize the archaeological and permitting work that is necessary for the Township No.7 Sewer Improvements Phase-III Project, staff is recommending approving Engineering Amendment No.3 with Rivers and Associates, Inc.

Attached please find a copy of Engineering Amendment No.3 and a draft resolution for approving the amendment to the professional services agreement.

Please contact me if there are any questions or if additional information should be required

RESOLUTION

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

That the Amendment to Owner-Engineer Agreement, Amendment No. 3 dated August 25, 2020, by and between the City of New Bern and Rivers and Associates, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 25TH DAY OF AUGUST, 2020.

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



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

August 13, 2020

Mr. Jordan Hughes, P.E. City of New Bern 210 Kale Road New Bern, NC 28562

SUBJECT:

Engineering Amendment No. 3

Township 7 Sewer Improvements - Phase III

Rivers Project #2016009

Dear Mr. Hughes:

Enclosed are two (2) executed copies Engineering Amendment No. 3 for the additional services associated with the archeological investigations required for the pump station site for the Township 7 Sewer Improvements Phase III project. This scope of work has been reviewed by the Office of State Archeology (OSA), and appears to follow their criteria for mitigating any adverse impacts to allow construction of the pump station and all appurtenances on the site as currently proposed. The current proposal has also been accepted and approved by the local historic preservation commission with a Certificate of Appropriateness.

The archeological evaluation and proceeding with the current design is likely the most cost effective path to proceed forward. Abandoning the current design and rehabilitating the existing pump station would require a substantial amount of redesign and capital cost, and would likely have to be reconsidered by the local historic preservation committee.

Following concurrence by the City, please execute both and return one (1) signed amendment to my attention.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

M. Blaine Humphrey,

Project Manager

Enclosures

cc: File w/ encls.

P:\Muni\New Bern - Township 7 Sewer Impvts Phase III - 2016009\ADMIN\B-Contract\Project Engineering Agreement\Amendment 3\Ltr Hughes - Eng Amend #3 - 200813.doc

This is **EXHIBIT K**, consisting of <u>2</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 23, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 3

The Effective Date of this Amendment is: August 25, 2020.

Background	Data
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Effective Date of Owner-Engineer Agreement: February 23, 2016

Owner: City of New Bern

Engineer: Rivers & Associates, Inc.

Project: Township 7 Sewer Force Main - Phase III

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- X Modifications of payment to Engineer
 - X Modifications to time(s) for rendering services

Description of Modifications:

This amendment is for additional services associated with archeological investigations of the proposed pump station site. Attached to this amendment is an amended Appendix 3 to Exhibit C.

Agreement Summary:

Original agreement amount:	\$ 349,500
Net change for prior amendments:	\$ 112,000
This amendment amount:	\$ 53,450
Adjusted Agreement amount:	\$ 514,950

Change in time for services (additional days or date, as applicable): 120

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

effect. ENGINEER: OWNER: Rivers & Associates, Inc. City of New Bern By: By: Print Print Gregory J. Churchill, P.E. name: name: Dana E. Outlaw Title: President Title: Mayor Date Signed: August 25, 2020 Date Signed: 8-13-2020 Attest:

Brenda E. Blanco, City Clerk

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in

This is Appendix 3 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 23, 2016.

Summary of Engineering Fees - as Amended by Amendment No. 3

C2.01.1 Compens	ation for Basic Services (other than Resident Project Repr	esentative) - Lump Sum Method of Paym
A.1.a.	Study and Report Phase	\$ <u>NA</u>
A.1.b.	Preliminary Design Phase	\$40,000
A.1.c.	Final Design Phase	\$230,000
C2.01.2 Compension of Payme	ation for Basic Services (other than Resident Project Repr nt	esentative) – Standard Hourly Rates Meti
A.4.d.	Bidding or Negotiating Phase	\$(Reserved)
A.4.e.	Construction Phase	\$(Reserved)
A.4.f.	Post-Construction Phase	\$(Reserved)
C2.04 Compensa	tion for Resident Project Representative Basic Services –	-Standard Hourly Rates Method of Paym
A.1.	Resident Project Representative Services	\$(Reserved)
C2.05 Compensat	ion for Additional Services — Standard Hourly Rates Me	thod of Payment
D.1.	Surveying	\$ <u>91,000</u>
D.2.	Permitting	\$ <u>58,300</u>
D.3.	Easement Maps and Pump Station Site Plat	\$42,200
D.4.	Archeological Evaluation	\$53,450

C2.01.1 through C2.05 TOTAL \$514,950

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider Executing Utility Preliminary Engineering Agreement U-5713/R-5777A&B known as the US 70 James City; Neuse River Bridge thru one mile east of SR 1116 (Thurman Road)

Date of Meeting: August 25, 2020 Department: Public Utilities Call for Public Hearing: □Yes⊠No		Ward # if applicable: N/A Person Submitting Item: Charles Bauschard Date of Public Hearing: N/A				
				Explanation of Item:	Request for Mayor to execute Utility Preliminary Eng Agreement with NCDOT; U-5713/R-5777A&B kno US 70 James City; Neuse River Bridge thru one mile 1116 (Thurman Road).	
				Actions Needed by Board:	Execution by Mayor Outlaw	
Backup Attached:	Memo, Utility Preliminary Engineering Agreement, Engineerin Cost Estimate, Resolution					
Is item time sensitive?	⊠Yes □No					
Will there be advocates	s/opponents at t	he meeting? Yes No				
Cost of Agenda Item: N						
If this requires an expe and certified by the Fir		been budgeted and are funds available Yes No				

Additional Notes: Reimbursement of non-budgeted expenditures.



210 Kale Road, P.O. Box 1129 New Bern, NC 28563-1129

TO: Mayor Outlaw, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Mark Stephens, City Manager; File

SUBJECT: NCDOT / Utility Preliminary Engineering Agreement

DATE: August 13, 2020

The North Carolina Department of Transportation has requested for the City of New Bern to relocate City owned electric utilities for the purpose of constructing NC DOT Element No. 50111.1.1 / Program No. U-5713/R-5777A&B; known as the US 70 James City; Neuse River Bridge thru one mile east of SR 1116 (Thurman Rd). The scope of work includes the relocation of overhead and underground electrical distribution facilities of which is reimbursable by NC DOT.

Staff requests your consideration towards executing the attached "Utility Preliminary Engineering Agreement". This action establishes the utilities preliminary engineering cost estimate of \$419,220 and terms for reimbursement by NC DOT. The balance of reimbursable engineering and construction expenses will be forth coming as a separate agreement. Executable documents are attached for your review.

RESOLUTION

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

That the Utility Preliminary Engineering Agreement; U-5713/R-5777A&B known as the US 70 James City; Neuse River Bridge thru one mile east of SR 1116 (Thurman Road) dated August 25, 2020 by and between the NC Department of Transportation and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 25TH DAY OF AUGUST, 2020,

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

	WBS EL	EMENT: 501	11.1.1	
TD ANSPORTATION IMPROVI		Data to the Control of the Control		
TRANSPORTATION IMPROVEMENT PROGRAM NO.: COUNTY:			: CRAVEN	

This agreement made this	day of		, by and	
between the Department of To	ransportation, ar	agency of t	he State of North	
Carolina, hereinafter referred to	o as the DEPAR	TMENT, and	City of New Bern	
North Carolina	hereinaf	ter referred to	as the COMPANY:	
	WITNESSI	<u>E T H</u> :		
THAT WHEREAS, the DEPART follows:	TMENT will subn	nit a project for	construction as	
Construction of US 70 from Easter Approximately One Mile East of S		Neuse River B	ridge to	
known as route US 70 in	Craven	_ County, No	rth Carolina to be	
designated as N.C. State Highway	y Project and/or \	WBS Element	50111.1.1 and,	
WHEREAS, the construction of s	said project will r	equire certain	engineering of	
plans for adjustments to be made	to the existing fa	cilities of the C	COMPANY;	
NOW, THEREFORE, in order to	o facilitate the ord	lerly and exped	litious relocation of	
the said facilities of COMPANY,	the DEPARTME	NT and the CO	OMPANY have	
agreed as follows:				
1. That the DEPARTMI preliminary engineering charges the existing facilities of the COM	associated with			

2. That any work performed under this agreement shall comply with DEPARTMENT'S "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

- 3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.
- 4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement

- will be performed by the <u>method</u> or <u>methods</u> as specified below:

 BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.
- BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.
- BY CONTRACT: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20 Resources/NCDOT%20Audit%20Requirements%20Fiscal%20Form.pdf.

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the <u>TBD</u>

b. Based on the best information available at the pre COMPANY, indicate applicable paragraph below:	sent time to the
Preliminary Engineering will be complete allowing a materials and completion of certain adjustments properties.	
Preliminary Engineering will be complete proconstruction; however, certain adjustments are no complete prior to highway construction.	
Other (Specify)	
7. Indicate if (a) or (b) is applicable:	
 a. That preliminary engineering is for the adjusts facilities in conflict with said project. 	ments of existing
b. That the preliminary engineering involves COM for new facilities in addition to adjustments of exconflict with said project.	
8. That the total estimated cost of the preliminary engineer	ing
proposed herein, including all cost to the DEPARTMENT and	
COMPANY, is estimated to be	§ 419,220.00
The estimated preliminary engineering cost to the DEPARTMENT including all cost less any preliminary engineering for new	
facilities requested by the COMPANY	§ 419,220.00
The estimated cost to the COMPANY for any additional	
by the COMPANY will be	\$ 0.00
(The above costs shall be supported by attached estimate)	
9. That in the event it is determined there are changes in t extra work, or major changes from the statement of work agreement, reimbursement shall be limited to costs covered by a m agreement or a written change or extra work order ap DEPARTMENT.	covered by this odification of this
DELANTIMENT.	

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

- 11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.
- 12. That in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

	DEPARTMENT OF TRANSPORTATION
	BY;
	TITLE:
ATTEST OR WITNESS	City of New Bern
	(NAME OF COMPANY)
BY:	BY:
Brenda E. Blanco	Dana E. Outlaw
TITLE: City Clerk	TITLE: Mayor

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

CITY OF NEW BERN NEW BERN, NORTH CAROLINA

ENGINEERING COST ESTIMATE
FOR THE RELOCATION OF ELECTRIC
DISTRIBUTION FACILITIES
NECESSARY FOR THE CONSTRUCTION OF US 70
FROM EASTERN APPROACH OF THE NEUSE RIVER
BRIDGE TO APPROXIMATELY ONE MILE EAST OF SR 1116
IN CRAVEN COUNTY, NC
NCDOT PROJECT NO. U-5713/R-5777A&B
WBS NO. 50111.1.1

Scope of Work Task Descriptions

Estimated consulting engineering service costs have been separated into the following tasks:

\$ 5720.00
\$85,025.00
\$50,100.00

Task 6 Design / Staking Sheets / Recapitulation and Work Order Preparation Prepare design calculations. Check code compliance. Prepare Staking Sheets. Recapitulate units from Staking Sheets.

Field inventory of existing facilities to be affected.

Task 7 Construction Drawings and Material List Prepare construction drawings per City of New Bern requirements. Prepare a list of all project materials including manufacturer and catalog numbers.

Task 8 NCDOT Cost Estimate / UPEA and URA Prepare cost estimate, UPEA and URA to be submitted to NCDOT. Prepare any additional permits and submit prior rights documentation required by NCDOT.	\$25,875.00
Task 9 Construction Contract and Bidding Prepare Labor and Material contract for construction of electrical facilities. Prepare contractor's list for City and prequalify contractors if desired by New Bern. Hold the bid opening for the client following all laws and regulations. Review bids and make a recommendation to the City.	\$21,750.00
Task 10 Special Plans / Installation Specifications / Material Specifications Prepare construction plans to coordinate work schedule of contractor. Develop installation and material specifications for any non-standard work required by this project.	\$10,000.00
Task 11 Construction Management Respond to contractor questions. Prepare and approve change orders. Review contractor schedule progress.	\$ 8,500.00
Task 12 Pole Staking Install stakes indicating the locations of poles, anchors and other equipment. Marking of right-of-way for clearing as required.	\$ 8,750.00
Task 13 Project Closeout Perform a final review of the project. Prepare record documents. Coordinate	\$10,000.00

all project costs. Assist in the preparation of final project invoice.

Total Estimated Engineering Costs

\$419,220.00

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Executing Utility Relocation Agreement U-5993 known as Roundabout at Neuse Blvd and Dr. ML King Jr Blvd. with NCDOT

Date of Meeting: August 25, 2020		Ward # if applicable: N/A			
Department: Public Utilities		Person Submitting Item: Charles Bauschard			
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing: N/A			
	12				
Explanation of Item:	Request for Mayor to execute Utility Relocation Agreement U 5993; known as Roundabout at Neuse Blvd and Dr. ML King Blvd. with NCDOT				
Actions Needed by Board:	Execution by Mayor Outlaw				
Backup Attached:	Memo, Utility Relocation Agreement, Resolution				
Is item time sensitive?	⊠Yes □No				
Will there be advocates	o/opponents at t	he meeting? □Yes ☒ No			
Cost of Agenda Item; N					
If this requires an expe and certified by the Fin		een budgeted and are funds available ☐Yes ☐ No			

Additional Notes: Reimbursement of non-budgeted expenditures. Project is on hold by NCDOT. City will invoice \$37,581.00 of expenses incurred to date. 210 Kale Road, P.O. Box 1129 New Bern, NC 28563-1129

TO: Mayor Outlaw, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Mark Stephens, City Manager; File

SUBJECT: NCDOT / Utility Relocation Agreement (Roundabout at Neuse Blvd. and

Dr. M.L. King Jr. Blvd.)

DATE: August 12, 2020

The North Carolina Department of Transportation has requested that the City of New Bern relocate City owned electric utilities for the purpose of constructing NC DOT Element No. 47113.2.1/ Program No. U-5993; known as the Roundabout at Neuse Blvd and Dr. M.L. King Jr. Blvd. The scope of work includes the relocation of overhead and underground electrical distribution facilities of which is reimbursable by NC DOT.

Staff requests your consideration towards executing the attached "Utility Relocation Agreement". This action establishes the utilities cost estimate of \$225,760 and terms for reimbursement by NC DOT.

RESOLUTION

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

That the Utility Relocation Agreement; U-5993; known as Roundabout at Neuse Blvd. and Dr. M.L. King Jr. Blvd. dated August 25, 2020 by and between the NC Department of Transportation and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same. in duplicate originals, for and on behalf of the City.

ADOPTED THIS 25TH DAY OF AUGUST, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

UTILITY RELOCATION AGREEMENT

**************************************	NCDOT HIGHWAY WBS ELEMENT NO.		47113.2.1
This agreement made this	TRANSPORTATION IMPROVEMENT PR	OGRAM NO.	U-5993
This agreement made this		COUNTY	Craven
and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and The City of New Bern, North Carolina Inc. hereinafter referred to as the COMPANY: WITNESSETH: THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd.	********	* * * * * * * * * *	********
Carolina, hereinafter referred to as the DEPARTMENT, and The City of New Bern, North Carolina Inc. hereinafter referred to as the COMPANY: WITNESSETH: THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd. known as route 55 in Craven County,	This agreement made this	_day of	,, by
The City of New Bern, North Carolina Inc. hereinafter referred to as the COMPANY: WITNESSETH: THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd. known as route 55 in Craven County,	and between the Department of Transport	ation, an agency	of the State of North
COMPANY: WITNESSETH: THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd. known as route 55 in Craven County,	Carolina, hereinafter referred to	as the DF	EPARTMENT, and
WITNESSETH: THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd. known as route 55 in Craven County,	The City of New Bern, North Carolina	Inc. hereinafte	er referred to as the
THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd. known as route 55 in Craven County,	COMPANY:		
construction as follows: Roundabout at the intersection of Neuse Blvd and Dr. M.L. King Blvd. known as route 55 in Craven County,	WITN	<u>E S S E T H</u> :	
known as route 55 in Craven County,		TMENT will su	bmit a project for
	Roundabout at the intersection of Neuse Blvd a	nd Dr. M.L. King B	Blvd.
North Carolina to be designated as N.C. State Highway Project and/or WBS	known as route 55 in	Craven	County,
	North Carolina to be designated as N.C.	State Highway	Project and/or WBS
Element 47113.2.1 and, WHEREAS, the construction of said project will			

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

 That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Relocation of overhead and electrical distribution facilities.

- 2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.
- 3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.
- 4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.
6. That the construction work provided for in this agreement will be performed by the <u>method</u> or <u>methods</u> as specified below:
BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.
BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.
BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.
7. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the <u>lst</u> day of <u>December</u> , 2020 .
b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:
Materials are available and it is expected that work will be complete prior to highway construction.
All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.
Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.
Other (Specify)

That the method used by the COMPANY in developing the costs shall be as indicated by Paragraph (a), (b), or (c) as follows:	e relocation
a. Actual direct and related indirect costs a accordance with a work order accounting proce by the applicable Federal or State regulatory body	dure prescribed
b. Actual direct and related indirect costs a accordance with an established accounting proceed by the COMPANY and approved by the DEPART	edure developed
c. On a lump-sum basis where the estimate DEPARTMENT does not exceed \$100,000.00. Excosts are used and approved, the estimate shall stas man-hours by class and rate; equipment chargand rate; materials and supplies by items and pradditives and other overhead factors.	cept where unit how such details ges by type, size,
9. Indicate if (a) or (b) is applicable:	
a. That the replacement facility is not of greater fur or capability than the one it replaces, an COMPANY betterments.	
 That the replacement facility involves COMPAI or is of greater functional capacity or capability replaces. 	
10. That the total estimated cost of the work proposed	
herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be	\$225,760.60
The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the	
COMPANY will be	\$ 225.760.60
The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be	\$ <u>0.00</u>
(The above costs shall be supported by attached estimate and plans)	

11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

- 12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the State Utility Agent.
- 13. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement
- 14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.
- 15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- 16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.
- 17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.
- 18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.
- 19. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.
- 20. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.
- 21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

	BY: _	ACCT CTATE UTILITY ACENT
		ASST. STATE UTILITY AGENT
ATTEST OR WITNESS		
(TITLE)	-	
(IIILE)		
		The City of New Bern, North Carolina
		(NAME OF COMPANY)
	BY: _	
		Dana E. Outlaw
	TITLE: _	Mayor
ttest:		
Brenda E. Blanco, City Clerk	_	

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Form UT 16.9 Rev. 03/6/15

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider Adopting a Resolution for Street Lighting Request for 1310 Phillips Ave.

The state of the s		Ward # if applicable: 4 Person Submitting Item: Charles Bauschard Date of Public Hearing:						
						requested additional street light at the section of etween Neuse Blvd and W. High St.		
						Actions Needed by Board:	Approval of Request	
		Backup Attached:	Memo, Resolution, Street Lighting Request Form, Cost Analysis and location map					
Is item time sensitive?	□Yes ⊠No							
		he meeting? □Yes ⊠ No						
Cost of Agenda Item:	Est, cost to Electric	\$1165.35; Est cost to Public Works \$16.88/mo						
	nditure, has it l	oeen budgeted and are funds available						

Additional Notes:

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
Brenda E. Blanco
City Clerk
Mary Hogan
Director of Finance

TO: Mark Stephens, City Manager

FROM: Charles Bauschard, Director of Public Utilities

DATE: August 25, 2020

SUBJECT: Request for Additional Street Lighting from Resident

Background Information:

In August of 2010, the Board of Aldermen adopted a procedure for addressing requests for additional street lighting from residents. This procedure requires Electric Utilities to evaluate the area of the request. The existing lighting must also comply with or be brought up to the American National Standard Practice for Roadway Lighting.

The Department of Public Utilities has received a request from a resident for additional street lighting infrastructure in the area of 1310 Phillips Ave. This area was evaluated, and it was determined that it does not meet the City's light standard. The recommendation and cost estimate is included.

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlight near 1310 Phillips Ave.

RESOLUTION

THAT WHEREAS, the City of New Bern has adopted the American National Standard Practice for Roadway Lighting as the design standard for new street lighting installations within the City of New Bern; and

WHEREAS, the standard outlines the level of lighting necessary for the safe interaction of pedestrians and vehicles along municipal roadways; and

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

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Department of Public Utilities and Public Works for additional street lighting infrastructure along a section of Phillips Avenue between Neuse Boulevard and W. High Street.

ADOPTED THIS 25TH DAY OF AUGUST 2020.

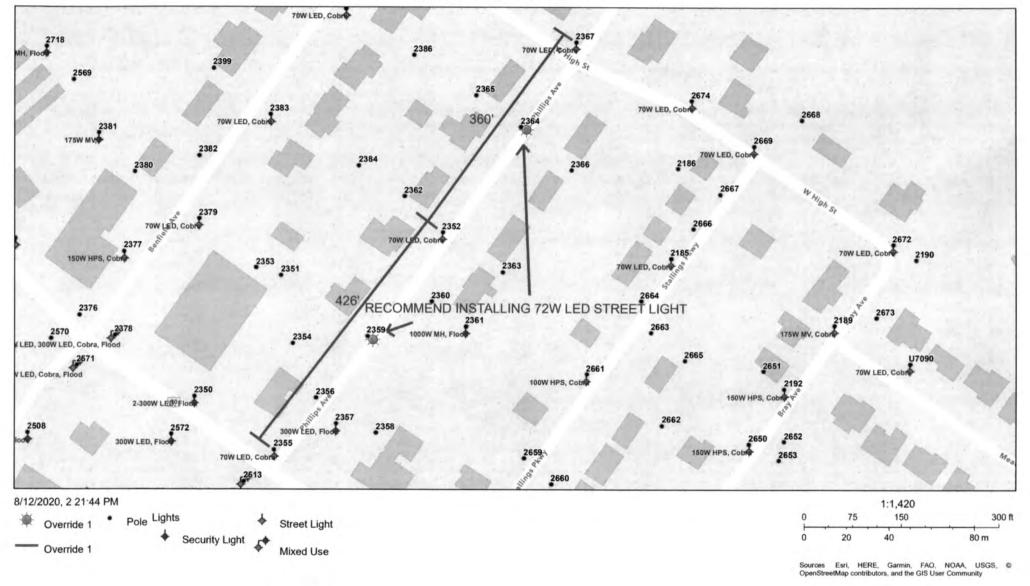
DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Street Lighting Request Form

REQ # 105	
Customer Name: Phillip Williams	
Customer Address: 1310 Phillips Ave	
Phone Number of Requestor: 252-876-3338	
Area of Request:	
Section of Phillips Ave between Neuse Blvd and W High St.	
(Street address, intersection	on, general description, etc)
Pole # (if known):	
Sent to Police Department Date:	
Police Recommendations:	
All items below this must be filled out	t by an Electric Department Engineer
lectric Department Engineer: Dustin Cayton	
Evaluations Results/Recommendation:	
The section of Phillips Ave between Neuse Blvd and W High of New Bern. I recommend installing a 72W LED Street Ligh	h St does not meet the street lighting standard of the Cit ht Fixture on an 8' arm at pole #2359 and pole #2364.

Street Light REQ 105



NEW BERN ELECTRIC

W.O. # Street Light REQ 105

CUSTOMER:Phillip Williams			LOCATION:	Phillips A	ive		
LABOR	QUANTITY	REG. HRS	OT HRS	RATE*		то	TALS
Crew Leader	1	3	0	\$ 52.00		\$	156.00
2nd Class	1	3	0	\$ 40.74		\$	122.22
					TOTAL	\$	278.22
EQUIPMENT	QUANTITY	HOURS		RATE*		то	TALS
Bucket Truck/Service Truck 55'	1	3		\$ 74.72		\$	224.16
					TOTAL	\$	224.16
MATERIAL	QUANTITY		PRICE			то	TAL
8' Arm	2		\$106,80			\$	213.60
72W LED Fixture	2		\$188.47			\$	376.94
#6 ACSR Tpx	10		\$0.40			\$	4.00
Photo Cell	2		\$4.08			\$	8.16
					TOTAL	\$	602.70
				SUB TOTA	AL	\$	1,105.08
				10%TAX		\$	60.27
				TOTAL JO	В	5	1.165.35

^{*}Labor Rates are based on hourly rates + benefits.

^{*}Equipment rates are based on FEMA's 2019 Schedule of Equipment Rates