CITY OF NEW BERN BOARD OF ALDERMEN MEETING JANUARY 11, 2022 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Mayor Outlaw. Pledge of Allegiance.
- Roll Call.
- Request and Petition of Citizens.

Consent Agenda

- Consider Adopting a Resolution Closing Specific Streets for the Ghent Neighborhood Mardis Gras Parade and Block Party.
- Consider Adopting a Resolution Calling for a Public Hearing to Establish Electric Rate Schedules for Electric Vehicle Charging Stations.
- Approve Minutes.

- 7. Discussion of Extraterritorial Jurisdiction.
- Consider Adopting a Resolution Authorizing the Execution of a Contract for Architectural-Engineering Services for Stanley White Recreation Center.
- Consider Adopting a Resolution to Approve a First Amendment to License Agreement with NC Railroad Company for the Union Station Train Depot.
- Consider Adopting a Resolution Approving a Temporary Construction Easement with Craven County.
- Consider Adopting a Resolution Approving a Permanent Utility Easement with Craven County.
- Consider Adopting a Resolution to Initiate the Upset Bid Process for 2602 New Bern Avenue.
- Appointment(s).
- 14. Attorney's Report.
- City Manager's Report.

- 16. New Business.
- 17. Closed Session.
- 18. Adjourn.

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

Aldermen

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



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: January 06, 2022

Re: January 11, 2022 Agenda Explanations

- Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Odham. Pledge of Allegiance.
- 2. Roll Call.
- 3. Request and Petition of Citizens.

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

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

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

Consent Agenda

 Consider Adopting a Resolution Closing Specific Streets for the Ghent Neighborhood Mardis Gras Parade and Block Party.

(Ward 1) Cyndi Papia, event organizer, has requested the 1400-1900 blocks of Spencer Avenue be closed to vehicular traffic on February 20, 2022 from 12:00 p.m. to 3:30 p.m. for the Ghent Neighborhood's annual Mardi Gras Parade. It is also requested that the 1400-1700 blocks of Spencer Avenue be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. for a block party. A memo from Kari Warren, Interim Director of Parks and Recreation, is attached along with a copy of the event application and a map of the area.

5. Consider Adopting a Resolution Calling for a Public Hearing to Establish Electric Rate Schedules for Electric Vehicle Charging Stations.

Revisions to the electric rate schedules will be proposed to include service for electric vehicles. It is requested the Board call for a public hearing to be held January 25, 2022 to receive comments on the planned revisions. A memo from Charlie Bauschard, Director of Public Utilities, is attached.

6. Approve Minutes.

Minutes from the October 26, 2021 closed session and December 14, 2021 regular meeting are provided for review and approval.

Discussion of Extraterritorial Jurisdiction.

As requested by the Board, the City Attorney will initiate a discussion on extraterritorial jurisdictions ("ETJ"). There are currently three ETJ areas in New Bern, as identified on the map provided.

 Consider Adopting a Resolution Authorizing the Execution of a Contract for Architectural-Engineering Services for Stanley White Recreation Center.

(Ward 2) After soliciting Requests for Qualifications, the City received four responses from architectural/engineering firms for the construction of the new Stanley White Recreation Center. The responses were reviewed and scored by staff, and the firm of CPL Architects and Engineers received the highest score. A copy of the bid score sheet is attached for reference.

Consider Adopting a Resolution to Approve a First Amendment to License Agreement with NC Railroad Company for the Union Station Train Depot.

(Ward 1) On January 24, 2012, the City entered into a five-year license agreement with NC Railroad for the purpose of rehabilitating the Union Station Train Depot.

The agreement has twice been extended, and the latest extension will expire on December 31, 2021. New Bern Preservation Foundation has made significant progress in the preservation and rehabilitation of the depot. A third extension is sought until December 31, 2023 to allow the Foundation to complete the project.

10. Consider Adopting a Resolution Approving a Temporary Construction Easement with Craven County.

(Ward 1) Craven County is updating a booster pump station that is located on the edge of Lawson Creek Park. As a result, the County needs a temporary construction easement for a period of 36 months to perform the work.

Consider Adopting a Resolution Approving a Permanent Utility Easement with Craven County.

(Ward 1) In relation to the preceding item, the County was previously granted a permanent easement for the pump station located in Lawson Creek Park. Considering the impending improvements to the equipment, the County has requested an enlargement of the existing easement.

Consider Adopting a Resolution to Initiate the Upset Bid Process for 2602 New Bern Avenue.

(Ward 2) An offer of \$2,500 has been received for the purchase of 2602 New Bern Avenue. Although GIS indicates there is a structure on the property, Public Works has confirmed the parcel is vacant, as evidenced by the photo provided. The tax value of the 0.110-acre parcel is \$5,000, and the offer represents 50% of that value. The property was acquired jointly by the City and County in November 2017 through tax foreclosure. The unpaid taxes at that time, including interest, penalties, and fees, were \$3,089.68 to Craven County and \$995.90 to the City of New Bern. If the property is sold for the initial bid, the City is projected to receive \$333.99 and the County is projected to receive \$2,166.01 from the proceeds, less the cost to advertise. A memo from Brenda Blanco, City Clerk, is attached along with a copy of the offer to purchase, tax card, map and picture of the property, and an estimate of proceeds.

Appointment(s).

- a) Lindsay Best has moved outside of the city limits of New Bern. Therefore, she is ineligible to continue serving on the Community Development Advisory Committee. Alderman Odham is asked to make a new appointment to finish out her term, which will expire on June 30, 2024.
- b) The City has three seats on the NC Eastern Municipal Power Agency's ("NCEMPA") Board of Commissioners. Mark Stephens previously filled the seat of Second Alternate Commissioner, and it is requested Foster Hughes be appointed to now serve in this role.

Attorney's Report.

- 15. City Manager's Report.
- 16. New Business.
- 17. Closed Session.
- 18. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:
Consider Adopting a Resolution to close streets for Ghent Neighborhood Association Mardi Gras Parade/Block Party.

Date of Meeting: 1/11/2022 Department: Parks & Recreation Call for Public Hearing: □Yes⊠No		Ward # if applicable: Ward 1 Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation Date of Public Hearing: N/A					
					Explanation of Item:	the 1400-1900 Street (Trolley traffic for Gher 12:00 p.m. unt of Spencer Av 5th Street from	orhood Association has requested to close blocks of Spencer Avenue beginning at 8 th Run) and ending at 2 nd Street to vehicle at Neighborhood Association parade from til 3:30 p.m. as well as the 1400-1700 blocks enue beginning at 2 nd Street and ending at 8:00 a.m. until 6:00 p.m. for the Ghent block party on February 26, 2022.
Actions Needed by Board:	Adopt the Resolution						
Backup Attached:	Resolution – Memos – Application - Maps						
Is item time sensitive?	□Yes ⊠No						
Will there be advocates	opponents at t	he meeting? □Yes ⊠ No					
Cost of Agenda Item: N	//A						
If this requires an expe and certified by the Fin		een budgeted and are funds available					

Additional Notes: N/A

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 Foster Hughes City Manager Brenda E. Blanco City Clerk

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP W

Interim Director of Parks & Recreation

Re: Ghent Neighborhood Association Mardi Gras Parade/Block Party.

Background Information:

Ghent Neighborhood Association has requested to close the 1400-1900 blocks of Spencer Avenue beginning at 8th Street (Trolley Run) and ending at 2nd Street to vehicle traffic for Ghent Neighborhood Association parade from 12:00 p.m. until 3:30 p.m. as well as the 1400-1700 blocks of Spencer Avenue beginning at 2nd Street and ending at 5th Street from 8:00 a.m. until 6:00 p.m. for the Ghent Neighborhood block party on February 26, 2022.

Recommendation:

Parks and Recreation staff recommends approval and request the Board adopt a Resolution approving the request.

If you have any questions concerning this matter, please call.

RESOLUTION

THAT WHEREAS, the Ghent Neighborhood Association has scheduled its annual Mardi Gras Parade and block party. The Association has requested the 1400-1900 blocks of Spencer Avenue beginning at 8th Street (Trolley Run) and ending at 2nd Street be closed to vehicular traffic on February 26, 2022, from 12:00 p.m. until 3:30 p.m. for the parade route; and

WHEREAS, the Association has also requested the 1400-1700 blocks of Spencer Avenue be closed to vehicular traffic beginning at 2nd Street and ending at 5th Street for their annual block party from 8:00 a.m. until 6:00 p.m.; and

WHEREAS, the Interim Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

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

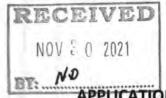
That the 1400-1900 blocks of Spencer Avenue beginning at 8th Street (Trolley Run) and ending at 2nd Street be closed to vehicular traffic from 12:00 p.m. until 3:30 p.m. on Saturday, February 26, 2022, for the Ghent Neighborhood Association's annual Mardi Gras parade; and

Further, that the 1400-1700 blocks of Spencer Avenue be closed to vehicular traffic beginning at 2nd street and ending at 5th street for a block party from 8:00 a.m. until 6:00 p.m. Saturday, February 26, 2022, for the Ghent Neighborhood Association's block party.

ADOPTED THIS 11TH DAY OF JANUARY 2022.

BRENDA E. BLANCO, CITY CLERK

DANA E. OUTLAW, MAYOR	
and the same of th	
	DANA E. OUTLAW, MAYOR



CITY OF NEW BERN

APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) – Public Assemblies and Parades. This application along with attachments must be presented at least 60 days prior to the event date.

Festival - A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.

<u>Parade</u> – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.

<u>Public Assembly</u> — A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity: Ghent	Mardi Gras Festival				
Organization Name: Ghent Neighborhood Association					
Responsible Contact: Cyndi Par	oia				
Address: 1317 Spencer Ave					
City: New Bern	State: NC Zip code: 28560				
Phone: 252-649-7529	Alternate Phone:				
Email: cyndipapia@outlook.com					
ype of Event:	Demonstration ■Festival ■Parade 5				
ate of Event: February 26, 2022	Proposed Rain Date: NA				
vent Set up time: 8 AM 8 am	Event Tear Down Completed Time: 6 PM				
vent Start Time: 11 AM	Event End Time: 5 PM				
	I/or route of the proposed event? (Attach additional information if needed) un and go down Spencer Ave. Vendors and entertainment will be set up on Spencer Ave.				
etween Third and Fifth Streets.					
병사가 살아보고 있었다. 이 경기가 하면 가게 되었다면 하다 하고 있다면 하다 되었다.	e as well as a specific list of streets is required. The specific location of the Public Assembly on marked. Festivals/Events require detailed aerial map with complete layout.				
What is the purpose of this even innual neighborhood parade and block p	nt? Please be detailed in your description - (Attach additional information if needed) arty.				
stimated attendance: 600	expected 1) <u>Proof of Crowd Manager Training Certification is required</u> . Training is available				
the following link: http://www.newbern	nc.gov/departments/fire department/crowd manager training.php 2) Public Safety Plan is with application. For additional info, please contact the Fire Marshall at 252-639-2931.				
ents # Sizes	Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.				
ow will you handle trash gener e are requesting # 6 trash cans.	ated from the event? Vendors - btw 2nd 45th				
We will provide our own bags & dispo	ose of any trash generated ourselves.				
We request that City Staff dispose of	all trash generated. We understand additional fees will be charged for this service,				

including the cost of labor, and materials (bags, etc.) used.

	icades. A fee of \$5.00 per barricade must be paid 48 bg to close? Be specific: Block party will be limited to	Spencer Ave. between 2nd St. and 5th St.
AND THE RESIDENCE OF THE PARTY	of 2nd St. (not on parade route)and west of 8th St., lines	
	cks will be required. Parade to travel east on the eastbo	
TO THE PARTY HERE AND A STREET	ent. Residents are publically notified via online & printednewsletter, annu-	al picnic (held Sept. 2021), website, & Facebook page.
please call NCDOT Office at 252-439-2816.	quired by the NCDOT for in order to consider state roa The State Road/Bridge Closure permit must be attache vehicles, placards, loud speakers, or mechanical d	ed to this application.
[19] [2] 아이들 않는데 아르게 되었다. [1] 아이들에 얼마나 다 살아야?	tures be part of this event? Yes	[[[[[[] [[[[[[[[[[[[[[[[
	al/Non-Profit vendors be part of this eve	ent? ■Yes □No
If you answered YES, Additional Fees apply.	그는 게임하다면 되었다. 이번 그림이라고 바람이 있는 것이다. 그 사이에 생각하는 경기에 가입니다. 이 사람들이 되었다.	
프리크이트 경영 내가 즐겁게 되었습니다. 그렇게 그렇게 하는 것이 그래요?	nust be attached at the time of Application:	
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[발표 ^ 대통령 [[10] 10] 이상이라고 있는데 되었다고 있는데 되었다고 있다.	residents affected – If roads are closed. n two (2) business days of the event or event sha	all be concelled:
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☐ List of all food/commercial/non-prof		Additional histored .
☐ Payment in full of applicable fees and		
	s group/organization to request the permit for the activ	uities prescribed herein Lunderstand
	full details and attachments. I understand that addition	
	e for staff, rental of barricades, Public Safety, Trash coll	
	sted information within the specified timelines shall res	
damage to person or property during this ac	lew Bern, its departments, agents, employees, officials tivity.	and volunteers for any injury, liness or
The following items must be submit		Total Anticipated Charges
☐ Completed & Signed Application		Barricades: #
☐ Detailed maps of parade route and/		
The state of the s	or festival layout	barricades. #
☐ Petition of signatures (if road closure	e is requested)	\$\$
☐ Proof of Crowd Manager training &	Contract Con	\$ Trash Collection:
☐ Proof of Crowd Manager training &	e is requested)	\$
Proof of Crowd Manager training & Cynthia Papia	e is requested) Public Safety Plan (if attendance is 1,000 or more)	\$ Trash Collection: \$
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Proof of Crowd Manager training & Cynthia Papia Authorized Signature All documents have been provided and to administrative Support Supervisor	Public Safety Plan (if attendance is 1,000 or more) November 18, 2021 Date This application is recommended for approval	\$
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Attachment to Application for Parade Permit

Event: Ghent Neighborhood Mardi Gras

Parade starts at 3 pm on February 26, 2022

Scope: Applicants seek a permit for the Sixth Annual Ghent Neighborhood Mardi Gras festival. Parade attendance for this event is approximately 500-600. The event is not age specific. Currently we are expecting 10 floats plus classic cars. The closing date for parade participants is February 12th and we will provide final numbers.

All affected residents, including all residents of Spencer Ave. have been notified. We have tremendous support for the parade and no objections have been made to the Ghent Neighborhood Association nor the Mardi Gras Committee.

Proposed parade route: Please see attached map.

For parade only, Spencer Ave. blocked west of Second St. (not on parade route) and west of 8th St.

Parade lineup is on the south side of 8th St. in Trolley Run, the road is wide enough there, no road blocks required. The time for the lineup will be between 12 and 3:30 pm. Required time to be in place is 2 pm.

Parade starts at 3 pm.

Parade to travel east on the eastbound side of Spencer Ave to 2nd St. Parade ends at 2nd St.

As soon as parade ends, western street barriers on the west side of 8th St. will be brought down to Spencer Ave. to th4 east side of 5th St so that the block party will be limited to Spencer Ave. between 2nd St. and 5th St. (This will happen at the end of the parade until 6 pm). The only closed through-street will be 3rd St., affecting one of the several approaches to Temple Church. Access to the YMC will be unaffected.

Local traffic will access to westbound Spencer Ave. as may be needed.

Temple Church has offered their parking lot for the event. We will be directing non-resident participants to park at Temple Church.

We would like to use the power from the street lamp in the median at 3rd and Spencer Ave. for the entertainment stage.

Event is from 11 am until 6 pm.

Ghent Support for Annual Mardi Gras Festival 2022

Our community is overwhelmingly supportive of the event. Hundreds of our neighbors and their friends participate, and the reviews have always been positive. We advertise the event on social media (the Ghent Facebook page, the Mardi Gras Facebook page, on our website GhentNeighborhood.com, and in both the General and Event sections of Nextdoor.com), as well as at our annual neighborhood picnic in September, and in our printed newsletter that is delivered in person to every household regardless of their membership in the Association. It is fair to say it would be difficult for a resident to NOT be informed about the Mardi Gras event. As a result of that promotion, we have many participants and volunteers from Ghent who come together to make this wonderful family event come together every year.

Since we started advertising the 2022 Mardi Gras, neither the Ghent Neighborhood Association or the Mardi Gras committee (both of whom have publicly advertised contact information) have received any direct complaints or objections.

Thank you for your continued assistance with this very popular and successful community-building event.

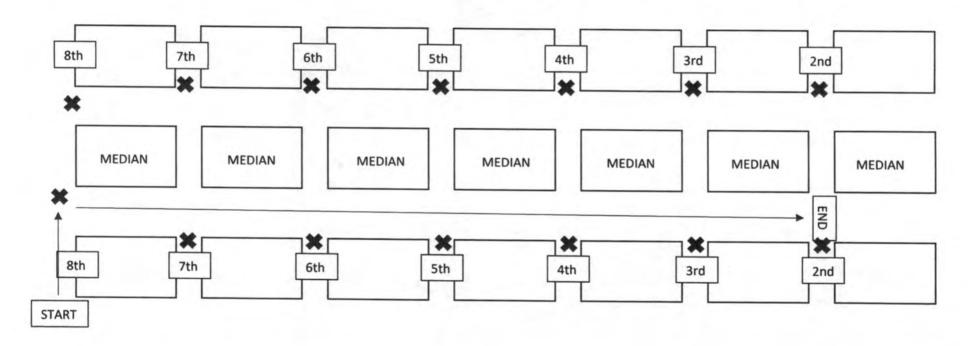
Cyndi Papia (Ghent Neighborhood Association Member-at-Large and Mardi Gras committee member, 3rd year)

Arrow Lines = PARADE ROUTE

X = Barricades

For duration of Parade ONLY (approximately 2:45 PM to 3:30 PM) access to Spencer Ave. and its cross streets will be blocked by movable barriers. Emergency vehicles will have access to all areas of Spencer Ave. at all times.

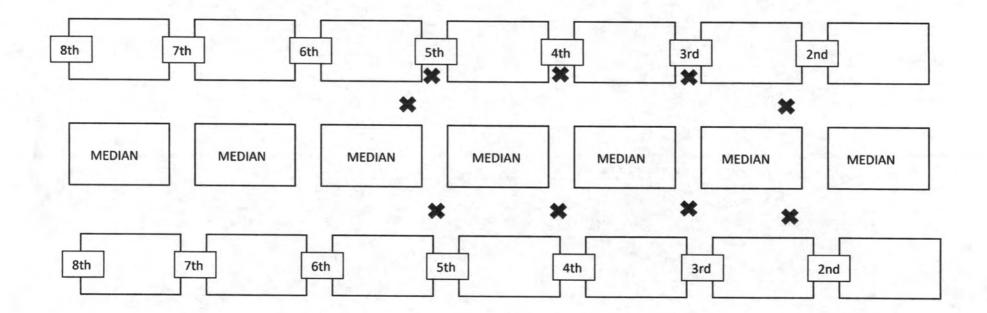
SPENCER AVE.



BLOCK PARTY

The block party area (Spencer Ave. between 5th and 2nd) will be closed to non-emergency traffic by movable barriers from 9 AM (to allow for setup of vendors and sanitation facilities) until the conclusion of the event at approximately 5 PM).

X = Barricades





CERTIFICATE OF LIABILITY INSURANCE

10/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	(Mandatory in NH) If yes, describe under	15						E.L. DISEASE - EA EMPLOYEE	2	
-	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	•	
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	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL ditional Insured: City of New Bern	LES (A	CORD	101, Additional Remarks Schedule	, may be	attached if more	space is require	od)		
CE	RTIFICATE HOLDER				CANC	ELLATION				
300	y of New Bern 9 Pollock Street w Bern , NC 28560			7.0	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CAREOF, NOTICE WILL EY PROVISIONS.		
	74 - 300 - 41 - 30 - 30 - 30 - 30 - 30 - 30 - 30 - 3				Robert V. Nuccio Count V. Aurio					

Certificate Number: NAEP097143

Effective Dates: 2/26/2022 12:01am to 02/27/2022 12:01am

Additional Insured - Person, Organization or other Entity - 600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies) City of New Bern

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that bodily injury, property damage or personal and advertising injury is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

Policy Number: XXC80514929

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

D. Fracké

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

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Certificate of Completion

Cynthia Papia

has completed

MISC-1059 Crowd Manager

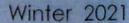
on

11/18/2021

Credit Hours: 1



GHENT NEIGHBORHOOD ASSOCIATION







CONTACT:

P.O. Box 72 New Bern, NC 28563

EMAIL:

Ghent28560@gmail.com

WEBSITE:

GhentNeighborhood.com

FACEBOOK:

Ghent Community

NEXTDOOR:

Ghent, New Bern, NC

BOARD MEMBERS:

President: Mike Genest Vice President: Margaret Bartlett Secretary: Nancy Bradley Treasurer: Nancy Hill

MEMBERS AT LARGE:

Jennifer Gudaitis Cyndi Papia Mary Traina



Holiday Porch Parties

Saturday, December 11 – 5 to 7:30 pm



As we near the end of 2021, let's gather and spread holiday cheer with our neighbors.

Santa and Mrs. Claus will be visiting 1618 Spencer Avenue.

Please visit our other participating neighbors to spread holiday cheer!

1317 Spencer - Cyndi Papia

1506 Spencer - Dan & Liz Drummond

1617 Rhem - Amy Nowell & Alan Norris

1901 Spencer - Jennifer Gudaitis

212 8th Street - Linda Grezika & Mary Traina

Upcoming Events



Santa and Mrs. Claus visit Ghent

February 26: New Bern Mardi Gras in Historic Ghent

April TBD: Spring Yard Sale





Ghent Neighborhood Association Mardi Gras Parade/Block Party

Parade line up starts at 12:00 noon and Parade starts at 3:00pm, ends at 3:30pm (Spencer Avenue from 8th Street to 2nd Street)



Ghent Neighborhood Association Mardi Gras Parade/Block Party

Block Party starts at 3:30pm until 5:00pm, Event Tear Down until 6:00pm (Spencer Avenue from 5th Street to 2nd Street)

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting Resolution to Call for Public Hearing to Receive the Public's Comments on Proposed Revisions to Electricity Rate Schedules.

Date of Meeting: January 11, 2022 Department: Public Utilities Call for Public Hearing: □Yes⊠No		Ward # if applicable:			
		Person Submitting Item: Charles Bauschard Date of Public Hearing: N/A			
					Explanation of Item:
Actions Needed by Board:	Adoption of Resolution				
Backup Attached:	Memo, Resolut	ion,			
Is item time sensitive?	⊠ Yes □No				
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No			
Cost of Agenda Item:	nditure has it l	peen budgeted and are funds available			
and certified by the Fin					

Additional Notes: N/A

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

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

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: Call for Public Hearing to Consider Revisions to the Electric Rate

Schedules to Provide Service for Large Scale Electric Vehicle Charging

Stations

DATE: January 6, 2022

In preparation for the impact of electric vehicle ("EV") charging on the public electric system, staff is requesting a public hearing be held on January 25, 2022, at 6:00 p.m. for the purpose of receiving the public's comments on proposed revisions to the electric rate schedules.

These rates are designed to provide a service for early adopters in the EV consumer market and prepare the utility for potential market growth. The proposed Electric Rate Schedules will be provided at the public hearing.

Please let me know if you have any questions or concerns.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on proposed revisions to its electricity rate schedules to incorporate rates, fees, or charges for electric vehicle charging stations located within the City of New Bern.

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

Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on January 25, 2022, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on the proposed revisions to its electricity rate schedules to incorporate rates, fees, or charges for electric vehicle charging stations located within the City of New Bern.

Section 2. That a notice of public hearing shall be published twice in the *Sun-Journal* at least once a week for two successive weeks prior to January 25, 2022.

ADOPTED THIS 11th DAY OF JANUARY, 2022.

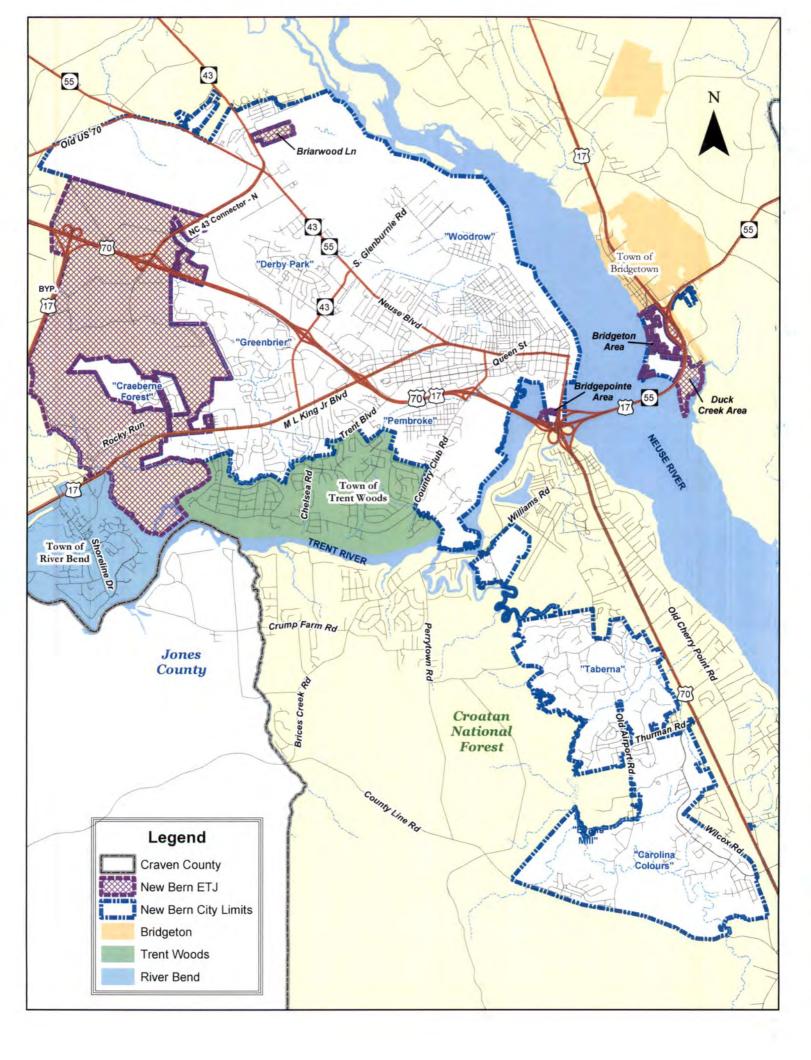
AGENDA ITEM COVER SHEET



Agenda Item Title:Discussion of Extraterritorial Jurisdiction

Date of Meeting: 1/11/2021 Department: City Manager Call for Public Hearing: □Yes⊠No		Ward # if applicable: ETJ			
		Person Submitting Item: Foster Hughes Date of Public Hearing: N/A			
					Explanation of Item:
discussion on		TJs.			
Actions Needed by Board:	Informational only				
Backup Attached:	Current map of	ETJ areas			
Is item time sensitive?	□Yes ⊠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 □ Ves □ No			

Additional Notes:



AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider adopting a resolution authorizing execution of a contract for Architectural/Engineering Services for the Stanley White Recreation Center Project

Date of Meeting: 1/11/2022 Department: Parks & Recreation Call for Public Hearing: □Yes⊠No		Ward # if applicable: 1			
		Person Submitting Item: Foster Hughes Date of Public Hearing:			
					Zir president or receive
Actions Needed by Board:	Adopt the Resolution				
Backup Attached: Resolution – C		Contract – RFQ Scoresheet			
Is item time sensitive?	⊠Ves □No				
		he meeting? □Yes ☒ No			
Cost of Agenda Item:					
If this requires an expe and certified by the Fir		een 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 Foster Hughes City Manager Brenda E. Blanco City Clerk

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Re: Execution of contract for A/E Services for the Stanley White Recreation

Center Project

Background Information:

On November 3, 2021, the City started accepting statements of qualifications from architectural/engineering firms for the construction of the Stanley White Recreation Center Project. The deadline to receive RFQ's was December 3, 2021. A total of four (4) proposals were received. Staff consisting of the City Engineer, Development Services Director, Interim Public Works Director, Facilities & Building Maintenance Superintendent, and Purchasing Manager reviewed and scored the proposals. CPL received the overwhelming highest score from all proposals submitted.

Recommendation:

Staff recommends approval of this resolution.



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of January in the year 2022 (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

City of New Bern 300 Pollock Street New Bern, NC 28560 Telephone Number: 252-636-4000

and the Architect:
(Name, legal status, address and other information)

CPL Architects and Engineers, P.C. 1620 Hillsborough Street, Suite A Raleigh, NC 27605 Telephone Number: 800-274-9000

for the following Project: (Name, location and detailed description)

Stanley White Recreation Center Third Avenue New Bern, NC 28560

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

To be determined in Schematic Design.

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

.2 Construction commencement date:

On or about November 2022.

- .3 Substantial Completion date or dates:
- .4 Other milestone dates:
- § 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design Bid Build.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

- § 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.
- § 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Foster Hughes, City Manager City of New Bern 300 Pollock Street New Bern, NC 28560 Telephone Number: 252-636-4000

Email Address: hughesf@newbernnc.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

- § 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)
 - .1 Geotechnical Engineer:

To be determined.

Init.

.2 Surveyor:

To be determined.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Kenneth C. Mayer, Jr., FAIA, LEED AP 328 East Market Street, Suite 200 Greensboro, NC 27401

Telephone Number: 336-232-5720 Mobile Number: 336-456-9805 Email Address: kmayer@cplteam.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Lynch Mykins Structural Engineers, PC 301 North West Street, Suite 105 Raleigh, NC 27603 Telephone Number: 919-782-1833

.2 Civil Engineer:

CLH design, p.a. 400 Regency Forest Drive, Suite 120 Cary, NC 27518 Telephone Number: 919-319-6716

.3 Cost Consultant:

Palacio Collaborative, Inc. 400 Galleria Parkway SE, Suite 1500 Atlanta, GA 30339 Telephone Number: 404-609-9006

§ 1.1.11.2 Consultants retained under Supplemental Services:

Refer to Exhibit A.

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

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User Notes:

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000.000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and five million dollars (\$ 5,000,000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

(Paragraph deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors;
 - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

Init.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM_2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility (Architect, Owner, or not provided)		
§ 4.1.1.1	Programming	Not Applicable		
§ 4.1.1.2	Multiple preliminary designs	Not Applicable		
§ 4.1.1.3	Measured drawings	Not Applicable		
§ 4.1.1.4	Existing facilities surveys	Not Applicable		
§ 4.1.1.5	Site evaluation and planning	Not Applicable		
§ 4.1.1.6	Building Information Model management responsibilities	Not Applicable		
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Applicable		
§ 4.1.1.8	Civil engineering	Refer to Exhibit A		
§ 4.1.1.9	Landscape design	Refer to Exhibit A		
§ 4.1.1.10	Architectural interior design	Architect		

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Applicable
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable
§ 4.1.1.21 Telecommunications/data design	Refer to Exhibit A
§ 4.1.1.22 Security evaluation and planning	Refer to Exhibit A
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or.
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Twenty-four (24) visits to the site by the Architect during construction

Init.

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs deleted)

- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)
 - [x] Arbitration pursuant to Section 8.3 of this Agreement
 - [] Litigation in a court of competent jurisdiction
 - [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined.

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

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necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Refer to Exhibit A.

- .1 Stipulated Sum (Insert amount)
- .2 Percentage Basis
 (Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

As agreed to in advance in accordance with the attached rate schedule.

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)
- § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Refer to Exhibit A.

%)
%)
%)
%)
%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit B.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets:
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - 4 Printing, reproductions, plots, and standard form documents;
 - .5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses:
 - 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

- § 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.
- § 13.2 This Agreement is comprised of the following documents identified below:
- .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect (Paragraphs deleted)
 - .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[x] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Professional Fee Proposal dated January 5, 2022.

Exhibit B - Hourly Rate Schedule

Exhibit C - Certificates of Insurance

.4 Other documents:

Init.

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

	ARCHITECT (Signature)
OWNER (Signature)	ARCHITECT (Signature)
	Kenneth C. Mayer, FAIA, LEED AP, Vice-President
(Printed name and title)	(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for

AIA® Document B101™ - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:59:28 ET on 01/05/2022.

PAGE 1

AGREEMENT made as of the 11th day of January in the year 2022

City of New Bern
300 Pollock Street
New Bern, NC 28560
Telephone Number: 252.6

Telephone Number: 252-636-4000

CPL Architects and Engineers, P.C. 1620 Hillsborough Street, Suite A Raleigh, NC 27605 Telephone Number: 800-274-9000

Stanley White Recreation Center Third Avenue New Bern, NC 28560 PAGE 2

Refer to Exhibit A.

Refer to Exhibit A.

To be determined in Schematic Design. PAGE 3

On or about November 2022.

Design Bid Build.

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User Notes:

Not applicable.

Foster Hughes, City Manager City of New Bern 300 Pollock Street New Bern, NC 28560 Telephone Number: 252-636-4000 Email Address: hughesf@newbernnc.gov

To be determined.

PAGE 4

.2 Civil Engineer:Surveyor:

To be determined.

Kenneth C. Mayer, Jr., FAIA, LEED AP 328 East Market Street, Suite 200 Greensboro, NC 27401 Telephone Number: 336-232-5720 Mobile Number: 336-456-9805 Email Address: kmayer@cplteam.com

Lynch Mykins Structural Engineers, PC 301 North West Street, Suite 105 Raleigh, NC 27603 Telephone Number: 919-782-1833

Mechanical Civil Engineer:

CLH design, p.a. 400 Regency Forest Drive, Suite 120 Cary, NC 27518 Telephone Number: 919-319-6716

Electrical Engineer: Cost Consultant:

Palacio Collaborative, Inc. 400 Galleria Parkway SE, Suite 1500 Atlanta, GA 30339 Telephone Number: 404-609-9006

Refer to Exhibit A. PAGE 5

- § 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000.000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

- **§ 2.5.5** Employers' Liability with policy limits not less than <u>one million dollars</u> (\$ 1,000,000.00) each accident, <u>one million dollars</u> (\$ 1,000,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than <u>five million dollars</u> (\$ 5,000,000.00) per claim and <u>five million dollars</u> (\$ 5,000,000.00) in the aggregate.

PAGE 8

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

PAGE 11

Not Applicable Not Applicable Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Refer to Exhibit A
Refer to Exhibit A
Architect

PAGE 12

§ 4.1.1.15 As-designed record drawings	Architect		
§ 4.1.1.16 As-constructed record drawings	Not Applicable		

§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable
§ 4.1.1.21 Telecommunications/data design	Refer to Exhibit A
§ 4.1.1.22 Security evaluation and planning	Refer to Exhibit A

PAGE 13

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- Twenty-four (24) visits to the site by the Architect during construction .2
- One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- One (1) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

PAGE 17

Arbitration pursuant to Section 8.3 of this Agreement [x] PAGE 19

Not applicable.

To be determined.

PAGE 20

Refer to Exhibit A.

Not applicable.

As agreed to in advance in accordance with the attached rate schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (%), 5%), or as follows:

Refer to Exhibit A.

PAGE 21

Refer to Exhibit B.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred. PAGE 22

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

.2		ocument E203 ^{1M} 2013, Building Information Modeling and Digital Data Exhibit, dated as ed below:
-	(Insert	the date of the E203-2013 incorporated into this agreement.)
-		
	[]	AIA Document E204 TM 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
	<u>[_x]</u>	Other Exhibits incorporated into this Agreement:
		Exhibit A – Professional Fee Proposal dated January 5, 2022.
AGE 23	-	Exhibit B – Hourly Rate Schedule Exhibit C – Certificates of Insurance
		Kenneth C Mayer FAIA I FED AD Vice Presiden

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Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Kenneth C. Mayer, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:59:28 ET on 01/05/2022 under Order No. 2114266488 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Vice-President
(Title)

January 11, 2022
(Dated)



January 5, 2022

Via Email

Mr. Foster Hughes, City Manager (hughesf@newbernnc.gov) City of New Bern 300 Pollock Street New Bern, NC 28560

RE: PROFESSIONAL FEE PROPOSAL

Stanley White Recreation Center - Schematic Design through Construction Administration New Bern, NC

Dear Foster:

On behalf of CPL, we are pleased to submit the following proposal for architectural and engineering design services for the Stanley White Recreation Center project in New Bern, North Carolina.

PROJECT UNDERSTANDING

The City of New Bern wishes to contract with CPL for professional design services including Schematic Design, Design Development, Construction Documentation, Construction Procurement, and Construction Administration for the new Stanley White Recreation Center. CPL's proposed scope includes architecture, interior design, mechanical, electrical, plumbing, fire protection, structural and civil engineering as well as landscape architecture for an approximately 34,000 square foot building to include two (2) regulation basketball courts, raised indoor walking track, aerobics/fitness rooms and concession area as well as restrooms, locker rooms, reception, office area, and 2-4 multi-purpose rooms. Outdoor features include on-site parking, drop-off area, and connection path to Henderson Park. The project scope defined by the CPL-developed Feasibility Study is the basis of design with which to proceed.

SCOPE OF SERVICES

CPL's proposed scope of services is further defined below.

Task I - Schematic Design

- Finalize scope of project, budget, size of facility, program.
- Two (2) design meetings during Schematic Design phase with City Staff and Planning Committee
 - Design meetings will review site design, exterior design and high-level interior design.
- One (1) presentation to City Council at close of Schematic Design.
- Schematic code review.
- Receive survey and geotechnical information.

Deliverables

- One (1) final Schematic Design.
- One (1) final space program.

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PROFESSIONAL FEE PROPOSAL

Stanley White Recreation Center City of New Bern January 5, 2022 Page 2 of 4

- Provide Schematic Design Opinion of Probable Cost.
- Three-four (3-4) final high-resolution rendering of Schematic Design.
- · One schematic site plan.

Task II - Design Development

- Development of site plan and exterior features.
- · Development of design from Schematic Design Phase.
- Three (3) design meetings to review MEP systems, equipment selection/placement, finishes.
- Owner Review of engineering approach, selected materials.

Deliverables

- Design Development review set for Owner
- Provide Design Development Opinion of Probable Cost

Task III - Construction Documentation

- Prepare final design and project specifications.
- · Prepare front end bidding documents and review with Owner.
- Owner Review meeting with 90% Construction Documents.
- Owner Review period.
- Coordinate review/approval with NC Department of Insurance.
- · Coordinate review/approval with City/County for permitting.
- Coordinate review/approval with FEMA.

Deliverables

- CPL will provide Construction Documentation in compliance with the North Carolina State Building Code (2018 edition) and other applicable standards. We will include at a minimum:
 - Code Review
 - Civil/Landscape Plans
 - Floor Plan
 - Reflected Ceiling Plan
 - Interior Finishes / Furniture Plan
 - MEP Plans and Details
 - Project Manual

Task IV - Construction Procurement Phase Services

We will submit the necessary documents to the Local and State authorities having jurisdiction. All permits and approvals for the project will be paid for and secured by others. Project delivery is assumed to be Design Bid Build. CPL will answer Requests for Information (RFIs), provide clarifications, issue addenda as required, and conduct a pre-bid meeting and sub-bid opening.

Task V - Construction Phase Services

CPL will attend one (1) pre-construction meeting and a total of twenty-four (24) biweekly site visits inclusive of architecture, structural, civil, mechanical, plumbing, and electrical engineering during construction (2 per month for 12 months) with a field report written for each visit. CPL will also provide construction administration services consisting of the review of submittals, shop drawings, certification of monthly pay requests, responding to RFIs that arise during the course of construction and closeout documentation.



PROFESSIONAL FEE PROPOSAL

Stanley White Recreation Center City of New Bern January 5, 2022 Page 3 of 4

SCHEDULE

CPL's proposed schedule is attached.

ASSUMPTIONS

Our fee proposal is based upon the following assumptions:

- 1. No furniture, fixtures, or equipment is included in the scope.
- 2. All selection of fixed equipment shall be in CPL's scope (basketball goals, fixed bleachers, etc.).
- 3. Security, data, telecom drawings can be prepared as an additional service. CPL's basic services include identifying locations for security, data, and telecom devices; and including pathways (conduit, blank boxes) on our Construction Documents. Wiring and device specifications will be by others.
- 4. Security devices will be selected by Owner's IT personnel.
- 5. Allow for two (2) design meetings during the Schematic Design phase.
- 6. Allow for three (3) design meetings during the Design Development phase.
- 7. No PE certifications of water/sewer mains are included in the base scope of work.
- 8. No third-party special inspections are included in the base scope of work.
- 9. No roadway improvements, traffic study or impact analysis are included in the base scope of work.
- 10. No rezoning or recombination of properties is included in the scope.
- 11. Construction budget is assumed to be \$11,900,000.00. The budget will be finalized by the end of Schematic Design.
- 12. Any additional funding received or scope change pertaining to the project will trigger a mutually agreed adjustment in compensation to the Architect based on the amount of the funding.
- 13. Contingency shall not be factored into the cost of construction. Contingency shall be approved and used at the will of the Owner.
- 14. Survey and Geotechnical scope and fee will be provided to CPL.
- 15. Delivery method is assumed to be Design Bid Build.
- 16. There is assumed to be one (1) bid package.

CLIENT RESPONSIBILITIES

The Client shall appoint an "Owner's Representative" to act as the point of contact for CPL. It shall be the responsibility of the client to provide the following:

- Unrestricted access to the project site.
- · Reasonable advance notice of scheduled meetings.
- Decisions on critical issues including partnerships and program in a timely manner.
- · Payment of all invoices in accordance with this agreement.

COMPENSATION

CPL agrees to provide the professional design services listed in the Scope of Services. Our fee proposal is based upon work-effort projections and applicable billing rates for the scope of work anticipated for this project. We propose a lump-sum fixed fee as summarized in the following table.



PROFESSIONAL FEE PROPOSAL

Stanley White Recreation Center City of New Bern January 5, 2022 Page 4 of 4

Description	Fee	
Schematic Design	\$ 69,560.00	
Design Development	\$ 173,900.00	
Construction Documentation	\$ 208,680.00	
Construction Services Procurement	\$ 34,780.00	
Construction Administration	\$ 208,680.00	
Architecture/Interiors/M/E/P/S Engineering Subtotal	\$ 695,600.00	
Civil Engineering/Landscape (CLH)	\$ 185,000.00	
Total Fee	\$ 880,600.00	
Greenway Connector and Stormwater Control Measures	\$24,000.00	

ADDITIONAL SERVICES

Any items not contained in our Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the Client, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

High End Drone Composite Renderings	\$ 3,000.00 each
Animation (Master Plan Context to be 2D, 2:00 run time)	\$ 6,000.00
Security/Data/Telecom	TBD
Signage design	TBD
Furniture design	TBD

CONCLUSION

We appreciate the opportunity to work with the City of New Bern. If there are any questions, do not hesitate to contact us. We look forward to working with you on the successful completion of this project.

Sincerely,

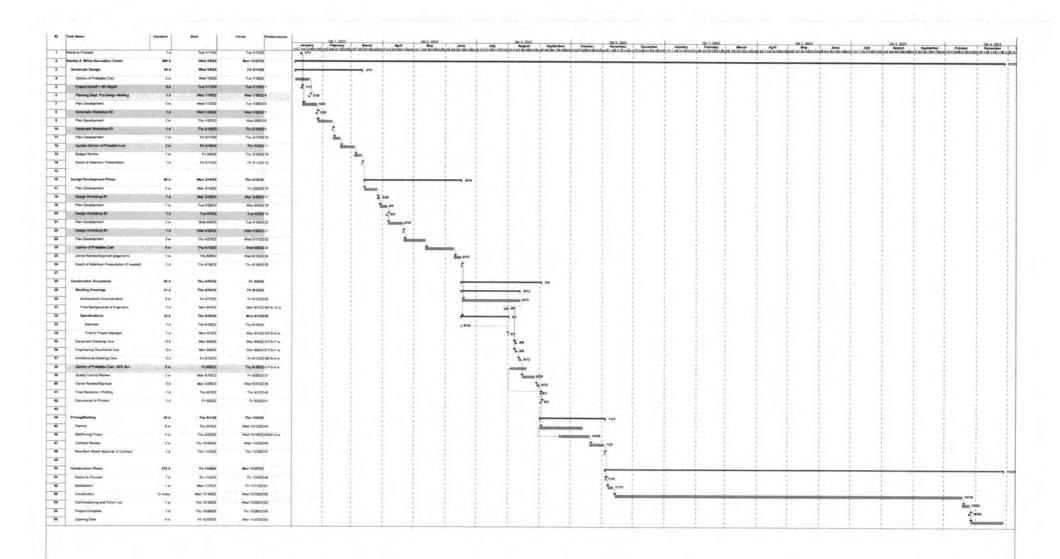
CPL

Kenneth C. Mayer, Jr., FAIA, LEED AP

Vice President

Enclosures: As noted

cc: Ms. Rachel Nilson, AIA (rnilson@cplteam.com)



Project New Barn, Schedule.mop Date: Wed 12/29/21

Page 1

Exhibit B

2022 CPL HOURLY RATES



Title	Hourly Rate		
Principal-in-Charge	\$250		
Project Manager	\$175		
Senior Engineer / Architect	\$150		
Project Engineer / Architect	\$125		
Junior Engineer / Intern Architect	\$90		
Senior CADD Operator / Drafter	\$90		
CADD Operator / Drafter	\$75		
Resident Observer	\$90		
Survey Crew	\$150		

	RFQ 22-038 A & E Stanley White					
	Proposals will be reviewed and evaluated by City staff familiar Firm Name	with the scope of the proposed work, in accorda		ng criteria: C. R Francis Archiecture	OCA Architects	CDI Austria
	Firm Name		nn Architecture	C. R Francis Archiecture	OCA Architects	CPL Architecture
	General Qualifications, Competence & Reputation of Firm	MAX (30 points Per Committee Member)				
	Age, size, staff qualifications and stability of firm	Jordan Hughes	25	20	25	30
	Projects to illustrate competence in similar projects	Jeff Ruggieri	25	20	28	29
	Reputation with previous clients	James Hucks	26	18	24	28
	nepolition morpherous energy	George Chiles	25	12	17	26
		Lori Colon	25	22	28	30
		LOTI COION	25	22	20	30
	Experience of Involved Staff	MAX (30 points Per Committee Member)				
	Experience of staff with similar type projects	Jordan Hughes	25	23	25	28
	Key personnel – roles and experience	Jeff Ruggieri	26	20	26	27
	Experience with procurement, development & permitting	James Hucks	28	17	27	28
		George Chiles	27	20	21	27
		Lori Colon	25	25	26	27
	Project Approach	MAX (40 points Per Committee Member)				
	Grasp of projects development	Jordan Hughes	35	32	30	40
	Design approach/methodology	Jeff Ruggieri	30	35	30	34
	Familiarity with the City of New Bern	James Hucks	37	30	36	38
	Completed similar projects	George Chiles	32	20	27	35
		Lori Colon	35	32	35	39
d.	Availability	Asitua was de la separativa de				
-	Ability to provide access to qualified project team	MAX (25 points Per Committee Member				
mem	bers on a continual basis	Jordan Hughes	23	18	20	25
	Ability to commit available resources (current workload)	Jeff Ruggieri	15	25	15	20
		James Hucks	20	21	22	23
		George Chiles	18	22	18	18
		Lori Colon	22	20	22	24
e.	Project Delivery Timeline:	MAX (25 points Per Committee Member)				
	lentify phases of service milestones		15	10	25	20
- 10	lentity phases of service milestones	Jordan Hughes	15	10		20
		Jeff Ruggieri	25	5	20	25
		James Hucks	10	14	21	24
		George Chiles	22	20	20	23
		Lori Colon	15	15	20	20
	Construction Administration Capabilities	MAX (40 points Per Committee Member)				
	roximity to New Bern	Jordan Hughes	30	20	40	35
	requency of observations.		30	35	37	30
		Jeff Ruggieri				
	escription of field staff capabilities.	James Hucks	35 30	32	32	36
0	escription of office staff capabilities.	George Chiles		35	23	35
		Lori Colon	25	25	30	30
f.	Federal Funding Experience	MAX (10 points Per Committee Member)				
	Previous experience with Federally funded projects	Jordan Hughes	5	5	10	10
	A CONTRACT OF SALES AND ADDRESS OF THE PERSON OF THE PERSO	Jeff Ruggieri	5	9	10	10
		James Hucks	7	7	8	8
		George Chiles	8	8	7	0
		Lori Colon	5	5	10	10
				~	4.0	10
		1000 Combined Point Matrix	791	697	815	892
		Weighted Scale	158.2	139.4	163	178.4

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving a First Amendment to License Agreement with NC Railroad Company to Extend the License Agreement for the Union Station Train Depot

Date of Meeting: 1/11/2022 Department: Administration Call for Public Hearing: □Yes⊠No		Ward # if applicable: 1 Person Submitting Item: Foster Hughes, City Manager Date of Public Hearing:			
			Explanation of Item:	The City previously entered into a license agreement with NC Railroad for the purpose of rehabilitating the Union Station Train Depot. An third extension is proposed to extend to extend the license agreement through December 31, 2023.	
			Actions Needed by Board:	Consider adopting the resolution	
Backup Attached:	Memo, resolution, first amendment to license agreement with option to lease				
Is item time sensitive?		w			
		he meeting? □Yes ⊠ No			
Cost of Agenda Item:					
If this requires an expe and certified by the Fin		een 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 Foster Hughes City Manager Brenda E. Blanco City Clerk

Memorandum

TO:

Mayor and Board of Aldermen

FROM:

Foster Hughes, City Manager

DATE:

December 30, 2021

SUBJECT:

First Amendment to License Agreement with Option to Lease

On January 24, 2012, the City entered into a five-year license agreement with NC Railroad for the purpose of rehabilitating the Union Station Train Depot. The agreement has twice been extended, and New Bern Preservation Foundation has made significant progress in the preservation and rehabilitation of the structure. A third extension is sought until December 31, 2023 to allow the Foundation to complete the project.

RESOLUTION

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

BERN:

That the First Amendment to License Agreement With Option to Lease effective

December 31, 2021 by and between the North Carolina Railroad Company 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 City Clerk are hereby authorized and directed to execute

the same for and on behalf of the City.

ADOPTED THIS 11th DAY OF JANUARY, 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

FIRST AMENDMENT TO LICENSE AGREEMENT (WITH OPTION TO LEASE)

CRAVEN COUNTY

FIRST AMENDMENT TO LICENSE AGREEMENT (WITH OPTION TO LEASE) ("Amendment") is made and entered effective as of December 31, 2021, by and between the NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation ("NCRR"); and the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), collectively, the "Parties".

WITNESSETH:

THAT WHEREAS, the NCRR and the City entered into a License Agreement (with option to lease) dated January 24, 2012 ("License Agreement") with a term of five (5) years for the purpose of allowing the City to commence the rehabilitation of the Union Station Depot built by the Norfolk-Southern and the Atlantic Coast Line railroads; and

WHEREAS, the City, through the exclusive efforts of the New Bern Preservation Foundation, has made progress with the preservation and rehabilitation of the Union Station Depot;

WHEREAS, on January 1, 2017 the Parties extended the term of the License Agreement to midnight on July 1, 2021;

WHEREAS, on July 1, 2021 the Parties extended the term of the License Agreement to midnight on December 31, 2021 to allow the New Bern Preservation Foundation to complete the project consistent with the construction milestones, fundraising timeline, key project completion dates, and budget overview collectively attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Parties desire a third extension to extend the term of the License Agreement to midnight on December 31, 2023 to allow the New Bern Preservation Foundation to complete the project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree to as follows:

- Section 4 of the License Agreement is Amended as follows: The clause "(ii) the fifth (5th) anniversary
 of the commencement date" is hereby replaced with ""(ii) the eleventh (11th) anniversary of the
 commencement date plus six (6) months". To ensure no confusion with the amendment of Section 4,
 this provision is intended to allow the License Agreement to be extended to midnight on December
 31, 2023 with all other clauses and terms of Section 4 remaining the same.
- 2. The following provision is added to the Agreement:
 - 28. Right to Sub-License. Licensee shall have the right to sub-license any of the rights granted hereunder without the prior consent of Licensor, so long as: (a) each sub-licensee agrees in writing to be bound by all of the terms and conditions contained in this License Agreement and the sub-license does not extend or grant any right not expressly granted within this License Agreement; and (b) Licensor is provided with a copy of each such agreement within ten (10) days after it is executed. Licensee further hereby guarantees that each of its sub-licensees shall comply with the terms contained within this License Agreement.

Unless expressly identified within this Amendment, no other clauses or terms of the License Agreement were amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by hand and under seal affixed hereto in duplicate originals, all as of the date first written above.

NORTH CAROLINA RAILROAD COMPANY By: Carl Warren, President ATTEST: Catherine Knudson, Secretary [CORPORATE SEAL] CITY OF NEW BERN By: Dana E. Outlaw, Mayor ATTEST: Brenda E. Blanco, City Clerk [CORPORATE SEAL]

Norfolk Southern Railway Company joins in the execution of this agreement for the sole purpose of consenting to those provisions herein that require Norfolk Southern Railway Company's consent.

NORFOLK SOUTHERN RAILWAY COMPANY

Ву	President
ATTEST:	
Secretary	
[CORPORATE SEAL]	
STATE OF NORTH CAROLINA	
COUNTY OF	
Y Si	B10 - 16 - 16 - 16 - 17 - 1
certify that on theday ofwi	tary Public in and for said County and State, do hereby
is Secretary of NORTH CAROL in and which executed the foregoing corporation; that the seal affixed to the of the corporation was subscribed there President and Secretary subscri	President and thatINA RAILROAD COMPANY, the corporation described instrument; that he knows the common seal of said foregoing instrument is said common seal; that the name to by the said President; that the said bed their names thereto and the said common seal was Directors of said corporation; and that the said instrument
Date	
(Official Section	Signature of Notary Public
(Official Seal)	My commission expires:

STATE OF NORTH CAROLINA COUNTY OF

with whom I am personally acquested E. Blanco is City Clerk executed the foregoing instrumt affixed to the foregoing instrumt subscribed thereto by the said I thereto and the said common set.	Notary Public in and for said County and State, do ay of January 2022, before me personally appeared Dana E. Outlaw unainted, who, being by me duly sworn, saysthat he is Mayor and that of the CITY OF NEW BERN, the corporation described in and whice ent; that he knows the common seal of said corporation; that the seatent is said common seal; that the name of the corporation was Mayor; that the said Mayor and City Clerk subscribed their name all was affixed, all by authority of the Board of Aldermen of the CITY d instrument is the act and deed of said corporation.
Date	
(Official Seal)	Signature of Notary Public
	My commission expires;
COUNTY OF	
I,	, a Notary Public in and for said County and State,day of2022 before me personally appeared
do hereby certify that on the	with whom I am personally acquainted, who, being by me
	President and that is
described in and which executed corporation; that the seal affixed of the corporation was subscrib President and Secretary	FOLK SOUTHERN RAILWAY COMPANY, the corporation the foregoing instrument; that he knows the common seal of said to the foregoing instrument is said common seal; that the name sed thereto by the said President; that the said subscribed their names thereto and the said common seal was pard of Directors of said corporation; and that the said said corporation.
Date	Company of Materia, D. L.C.
(Official Seal)	Signature of Notary Public My commission expires:
	VIV COMBINSION EXDITES

AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider Adopting a Resolution Approving a Temporary Construction Easement with Craven County

Date of Meeting: 1/11/2022 Department: Administration Call for Public Hearing: □Yes⊠No		Ward # if applicable: 1 Person Submitting Item: Foster Hughes, City Manager Date of Public Hearing:			
			Explanation of Item:	Craven County is updating a pump station located in Lawson Creek Park. As a result, they need a temporary construction easement for a period of 36 months to facilitate the installation of the upgrades.	
			Actions Needed by Board:	Consider adopting the resolution	
Backup Attached:	Memo and resolution				
Is item time sensitive?	□Yes ⊠No				
Will there be advocates	s/opponents at t	he meeting? □Yes ☒ No			
Control American					
Cost of Agenda Item: If this requires an expeand certified by the Fire		peen budgeted and are funds available ☐Yes ☐ No			

Additional Notes:

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 Foster Hughes City Manager Brenda E. Blanco City Clerk

Memorandum

TO:

Mayor and Board of Aldermen

FROM:

Foster Hughes, City Manager

DATE:

December 30, 2021

SUBJECT:

Temporary Construction Easement with Craven County

Craven County is updating a pump station located in Lawson Creek Park. As a result, they need a temporary construction easement for a period of 36 months to facilitate the installation of the upgrades.

RESOLUTION

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

That the temporary construction easement dated January 11, 2022 by and between the City of New Bern and Craven County, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 11th DAY OF JANUARY, 2022.

BRENDA E. BLANCO, CITY CLERK

DANA E. OUTLAW, MAYOR

Prepared (without title search) by and return to:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this 11th day of January, 2022, by and between the CITY OF NEW BERN, a North Carolina municipal corporation, ("Grantor"); and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina, whose address is Post Office Box 1128, New Bern, North Carolina 28563, ("Grantee");

WITNESSETH:

THAT WHEREAS, Craven County is obtaining an easement from the Grantor for the purpose of installing public utilities through the land of the Grantor; and

WHEREAS, a temporary construction easement across the property of the Grantor is required for the installation of said public utilities; and

WHEREAS, the temporary construction easement created herein shall exist for a period of thirty-six (36) months beginning on the date of execution of this Temporary Construction Easement, and terminating thirty-six (36) months therefrom.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid to the Grantor by Craven County, the receipt of which is hereby acknowledged, the Grantor

does hereby give, grant, and convey unto Craven County a temporary right and easement across the Easement Area (hereinbelow described) for the installation of public utilities; PROVIDED, in its use of the temporary easement area, Craven County shall interfere as little as is reasonably possible with the planting or other improvements upon the property of the Grantor and shall restore said areas as nearly to their prior condition as is reasonably practicable, as soon as possible, including immediately repairing and replacing pavement in paved areas, re-sodding grassed areas, replacing and restoring shrubs with similar shrubs and replacing topographical features. Nothing herein shall interfere with the Grantor's access to its property.

The Grantor, for itself and its successors and assigns in the ownership of Grantor's property, reserves and retains the right to construct upon the Easement Area driveways, parking lots, utility lines and pipes, pavement, fencing and landscaping. If any of said improvements of Grantor, or its successors or assigns, located in Easement Area are destroyed by the Craven County's laying, constructing, replacing, enlarging, repairing, maintaining and operating the public utilities, or by any other activities permitted or required of Craven County hereunder, Craven County, at its sole cost and expense, immediately shall repair and replace such damages.

Craven County shall name Grantor as an additional insured or cause its agents, contractors and subcontractors to so name Grantor on any and all liability policies for work performed by Craven County, its agents, contractors and subcontractors in the exercise of Craven County's rights herein described.

THE PROPERTY over which said temporary construction easement is granted is more particularly described as follows (the "Easement Area"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD said temporary right and easement in and to the said Craven County and its successors in title, it being agreed that the temporary right and easement hereby granted shall terminate thirty-six (36) months from the date of the execution of this Temporary Construction Easement.

AND, subject to matters of record, the Grantor covenants to and with Craven County that it is seized in fee simple of the property through which said temporary easement is granted as described on Exhibit A, and that it has the right to grant said temporary easement.

IN TESTIMONY HEREOF, the Grantor and the Grantee have caused this instrument to be signed under seal in a manner so as to be binding, all as of the day and year first above written.

CITY OF NEW BERN

	By:
(SEAL)	
ATTEST:	
BRENDA E. BLANCO, CITY	CLERK

STATE OF NORTH CAROLINA COUNTY OF CRAVEN

I, hereby certify that on the day of	, Notary Pu	blic in and for said	County and State, do
hereby certify that on the day of	f	, 2022, before m	ne personally appeared
DANA E. OUTLAW, with whom I am p that he is the Mayor and that BRENDA municipal corporation described in and the common seal of said municipal corpo- said common seal; that the name of the Mayor; that the said common seal was municipal corporation; and that the sa- corporation.	BLANCO is the which executed pration; that the municipal corputation affixed, all by	e City Clerk for the d the foregoing inst seal affixed to the oration was subscri order of the Board	City of New Bern, the crument; that he knows foregoing instrument is bed thereto by the said d of Aldermen of said
WITNESS my hand and official	seal this the	day of	, 2022.
		Notary Public	
My Commission Expires:			

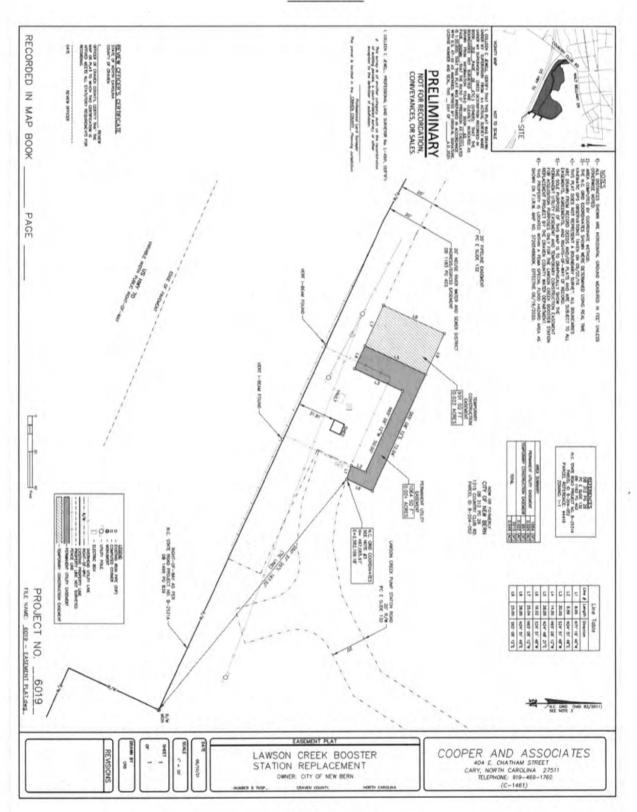
CRAVEN COUNTY

	Ву:		
	Chairmar	n, Craven County Bo sioners	oard of
(SEAL)			
ATTEST:			
Clerk, Craven County Board of Commissioners			
STATE OF NORTH CAROLINA COUNTY OF CRAVEN			
I,	personally acquard of Commissioner of Commissioner cuted the foregoine; that the seal and dy politic and commissioner was affixed, all be	oners for Craven County one instrument; that in affixed to the forego or porate was subscrib oy order of the Board	y me duly sworn, say founty, and that NAN y, the body politic and he knows the commo- ping instrument is said bed thereto by the said d of Commissioners of
WITNESS my hand and official	al seal this the	day of	, 2022.
		Notary Public	
My Commission Expires:			

EXHIBIT A

Commencing at a computed corner with N.C. Grid Coordinates of North 497,110.79' and East 2,582,109.18', said computed corner being located North 50°37'25" West 167.52 feet from a monument in the right-of-way for North Carolina State Road Project No. B-2531A, as set forth in Book 1466, at Page 839 in the Office of the Register of Deeds of Craven County, North Carolina; thence South 24°51'48" West 16.02 feet to a computed corner; thence South 65°08'12" East 72.04 feet to a computed corner and POINT OF BEGINNING. Thence from said point of beginning North 24°48'21" East 38.00 feet to a computed corner; thence North 65°08'12" West 25.04 feet to a computed corner; thence North 24°51'48" East 38.00 feet to a computed corner; thence South 65°08'12" East 25.00 feet to the point of beginning, containing 0.022 acres +/- and being identified as "Temporary Construction Easement" on the attached Exhibit B, "Easement Plat: Lawson Creek Booster Station Replacement" prepared by Colleen C. Jewell, P.L.S. (L-4501) of Cooper and Associates as Project No. 6019, dated August 10, 2021, which is incorporated herein by reference.

EXHIBIT B



Page 7 of 7

AGENDA ITEM COVER SHEET



Agenda Item Title: Consider Adopting a Resolution Approving an Easement with Craven County

Date of Meeting: 1/11/2022		Ward # if applicable: 1		
Department: Administration	tion	Person Submitting Item: Foster Hughes, City Manager Date of Public Hearing: has a pump station located in Lawson Creek Park. At is requested in relation to this utility equipment.		
Call for Public Hearing	g: □Yes⊠No			
Explanation of Item:				
Actions Needed by Board:	Consider adopting the resolution			
Backup Attached:	Memo and resolution			
Is item time sensitive?				
Will there be advocates	s/opponents at t	he 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:

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 Foster Hughes City Manager Brenda E. Blanco City Clerk

Memorandum

TO:

Mayor and Board of Aldermen

FROM:

Foster Hughes, City Manager

DATE:

December 30, 2021

SUBJECT: Easement Needed by Craven County

Craven County owns a water booster pump station that is located on the outer edge of Lawson Creek Park, for which the City previously granted the County an easement. Due to improvements being made, the County has requested an enlargement of the existing easement.

RESOLUTION

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

BERN:

That the deed of easement dated January 11, 2022 by and between the City of New Bern

and Craven County, a copy of which is attached hereto and incorporated herein by reference, be

and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed

to execute the same for and on behalf of the City.

ADOPTED THIS 11th DAY OF JANUARY, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared (without title search) by and return to:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this 11th day of January, 2022, by and between the CITY OF NEW BERN, a North Carolina municipal corporation, ("Grantor"); and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantee");

WITNESSETH:

THAT for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid to the Grantor by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the benefits accruing and which may accrue by the installation of a public utility on the property hereinafter described, the Grantor does hereby give, grant, and convey unto the Grantee a non-exclusive perpetual right and easement to construct and maintain, on the land of the Grantor hereinbelow described, public utilities together with a perpetual right of ingress, egress and regress upon the described property of said Grantor for the purpose of laying, constructing, replacing, enlarging, repairing, maintaining and perpetually operating said public utilities; PROVIDED, nothing herein shall interfere with the Grantor's access to its property, HOWEVER, that in constructing, maintaining and repairing said public utilities, said Grantee shall remove all surplus earth, if any, make level the surface of the ground above the public utilities, and interfere as little as is reasonably possible with any planting or other improvements upon the property of the Grantor, and shall restore the work area as nearly to its

preconstruction condition as is reasonably practicable, as soon as possible.

THE PROPERTY over which said non-exclusive perpetual utility easement is granted is lying and being situate in Township Number Eight (8), Craven County, North Carolina and more particularly described as follows:

BEGINNING at a computed corner with N.C. Grid Coordinates of North 497,110,79° and East 2,582,109,18°, said computed corner being located North 50° 37' 25" West 167.52 feet from a monument in the right-of-way for North Carolina State Road Project No. B-2531A, as set forth in Book 1466, at Page 839 in the Office of the Register of Deeds of Craven County, North Carolina; thence from said point and place of beginning North 71°19'46" West 8.05 feet to a computed corner; thence North 24°51'48" East 8.89 feet to a computed corner; thence North 65°08'12" West 50.00 feet to a computed corner; thence South 24°51'48" West 30.00 feet to a computed corner; thence North 65°08'12" West 14.00 feet to a computed corner; thence North 24°48'21" East 38.00 feet to a computed corner; thence South 65°08'12" East 72.04 feet to a computed corner; thence South 24°51'48" West 16.02 feet to the point and place of beginning, containing 0.02 acres +/- and being identified as "Permanent Utility Easement" on the map prepared by Colleen C. Jewell, P.L.S. (L-4501) of Cooper and Associates as Project No. 6019, dated August 10, 2021, entitled "Lawson Creek Booster Station Replacement" and recorded in Plat Cabinet , Slide , in the Office of the Register of Deeds of Craven County, North Carolina.

TO HAVE AND TO HOLD said non-exclusive perpetual right and easement to it, the said Grantee, and its successors and assigns.

AND the Grantor covenant to and with the Grantee that it is seized in fee simple of the property through which said utility easement is granted, and that they have the right to grant said utility easement; that the said Grantee shall have quiet and peaceful use and possession of said utility easement, free from interference by all persons whomsoever.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

CITY OF NEW BERN

(SEAL)	
	By:
	Dana E. Outlaw, Mayor
722321	
ATTEST:	
Brenda E. Blanco, City Clerk	
STATE OF NORTH CAROLINA	
COUNTY OF CRAVEN	
DANA E. OUTLAW, with whom I ame that he is the Mayor and that BREND the municipal corporation described knows the common seal of said muninstrument is said common seal; that the by the said Mayor; that the said common of said municipal corporation; that the corporation.	, Notary Public in and for said County and State, day of January, 2022, before me personally appeared personally acquainted, who, being by me duly sworn, says A E. BLANCO is the City Clerk for the City of New Bern, in and which executed the foregoing instrument; that he nicipal corporation; that the seal affixed to the foregoing he name of the municipal corporation was subscribed thereto non seal was affixed, all by order of the Board of Aldermen he said instrument is the act and deed of said municipal
WITNESS my hand and officia	al seal this the day of January, 2022.
	Notary Public
My Commission Expires:	

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider Adopting a Resolution to Initiate the Upset Bid Process for 2602 New Bern Avenue

Date of Meeting: 1/11/2021 Department: City Clerk Call for Public Hearing: □Yes⊠No		Ward # if applicable: 2 Person Submitting Item: Brenda Blanco		
		Explanation of Item:	THE RESERVE OF THE PROPERTY OF	500 has been received for the purchase of 2602 mue. This represents 50% of the tax value of the
Actions Needed by Board:	Consider adopting resolution			
Backup Attached:	Memo, resolution, offer to purchase, map and picture of the property, tax property card, and estimate of proceeds			
Is item time sensitive? Will there be advocates		he meeting? □Yes ⊠ No		
		een budgeted and are funds available □Yes □ No		

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 Foster Hughes City Manager Brenda E. Blanco City Clerk

MEMO TO:

Mayor and Board of Aldermen

FROM:

Brenda Blanco, City Clerk

DATE:

December 30, 2021

SUBJECT:

Offer to Purchase 2602 New Bern Avenue

Antonio Chapman made an offer to purchase 2602 New Bern Avenue for \$2,500.00. Although GIS indicates there is a structure on the property, Public Works has confirmed the parcel is vacant, as evidenced by the attached photo. The tax value of the 0.110-acre parcel is \$5,000, and the offer represents 50% of that value. The property was acquired jointly by the City and County in November 2017 through tax foreclosure. The unpaid taxes at that time, including interest, penalties, and fees, were \$3,089.68 to Craven County and \$995.90 to the City of New Bern.

If the property is sold for the initial bid, the City is projected to receive \$333.99 and the County is projected to receive \$2,166.01 from the proceeds, less the cost to advertise.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 2602 New Bern Avenue, Craven County parcel identification number 8-037-066-B; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,500.00 submitted by Antonio Chapman; and

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

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

- Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.
- Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

- (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and
 - (b) The buyer must pay with cash at the time of closing.

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

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

ADOPTED THIS 11th DAY OF JANUARY, 2022.

|--|

BRENDA E. BLANCO, CITY CLERK

CORD A STRUB	TOO	WITH TIRTY !
CRAVEN		

CRAVEN COUNTY	
Antonio Chapman	, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
	pon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parce the "Property"), upon the following terms and conditions:
I. REAL PROPERTY: Located in or near to particularly described as: Street Address: 3602 NEW BEKN AN Subdivision Name: Tax Parcel ID No.: 8-037-066-B	he City of New Bern, Craven County, North Carolina, being known as and more
Tax Parcel ID No.: 8-031-066-B Plat Reference:	
Being all of that property more particularly descri	ibed in Deed Book 35 ZO, Page 1904 in the Craven County Registry.
2. PURCHASE PRICE: The purchase price is	\$ 2500 and shall be paid as follows:
held by Seller until the sale is closed, at we terminated. In the event this offer is not acce this contract by Seller, all earnest monies sh	ONEY DEPOSIT with this offer by a cash bank check certified check to be which time it will be credited to Buyer, or until this contract is otherwise properly repted, then all earnest monies shall be refunded to Buyer. In the event of breach of all be refunded to Buyer upon Buyer's request In the event of breach of this contract forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other

- (b) \$ 2375°C 3. CONDITIONS:
- (a) This contract is not subject to Buyer obtaining financing.

remedies available to Seller for such breach.

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

, BALANCE of the purchase price in cash or readily available funds at Closing.

- (c) The Property is being sold subject to all liens and encumbrances of record, if any
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. \$160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED
- SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.
- PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.
- EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.
- 7. EVIDENCE OF TITLE: Not Applicable.
- 8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. \$160A-269. The deed is to be made to Antonia Chapman and Bharlene Chapman.
- POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.
- 10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:
- (a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.
- (b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
- 11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.
- 12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

1.0		
Buyer Initials	Seller Initials	

- 13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:	SELLER	
(If an individual)	CRAVEN COUNTY	
Name: Antonio (napman) Date: 12 9 2021 Address: 907 Devers Ave New Bern, NC 28560 Phone: 252-639-1352	By: Its: Date:	(SEAL)
(If a business entity)	CITY OF NEW BERN	
By: (SEAL)	Ву:	(SEAL)
Its:	Its:	
Date:	Date:	
Address:		
Phone:		

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes. This report was created by Craven County GIS reporting services on 12/9/2021 3:50:55 PM

Parcel ID:

8-037 -066-B

Owner:

CRAVEN COUNTY & NEW BERN-CITY

Mailing Address:

406 CRAVEN ST NEW BERN NC 28560

Property Address:

2602 NEW BERN AVE

Description:

Lot Description :

357 PEMBROKE\$

Assessed Acreage:

0.112

Calculated Acreage: 0.110

Deed Reference:

3520-1904

Recorded Date:

11 30 2017

Subdivision: PEMBROKE

Recorded Survey:

Estate Number:

Land Value:

\$5,000

Tax Exempt:

Yes

Improvement Value:

\$15,190 \$20,190

Total Value: City Name:

NEW BERN

Fire tax District:

of Improvements :

Drainage District:

Special District:

Land use :

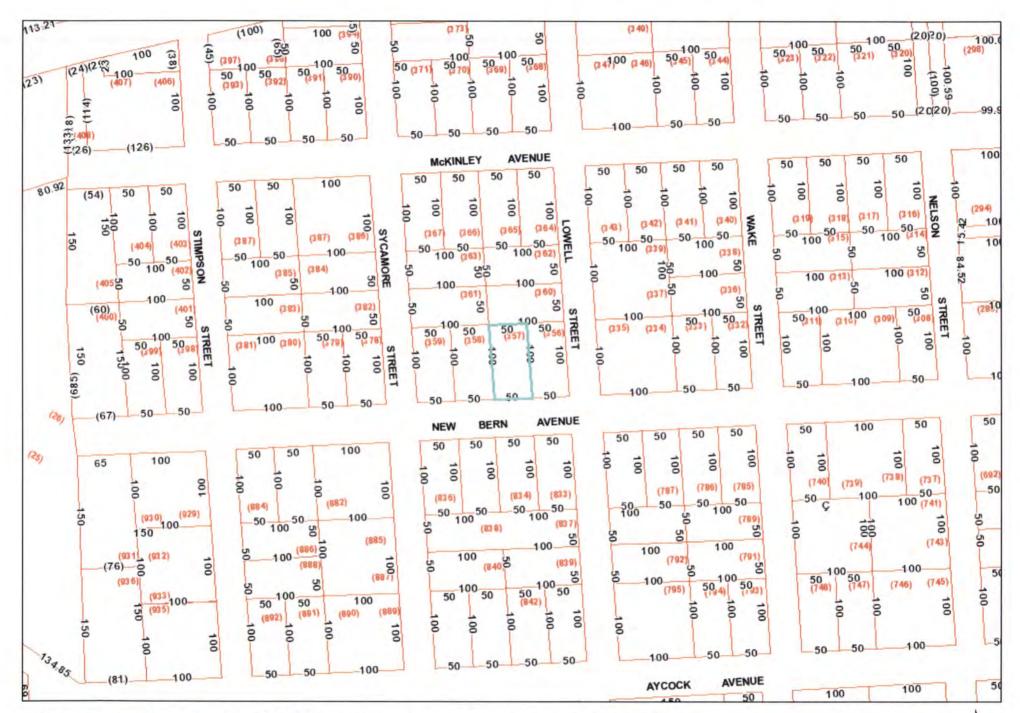
RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
11/30/2017	PAYTON, MARY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500
6/23/1995	LOFTIN, KATIE	PAYTON, MARY	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value	
RESIDENTIAL CONSTRUCTION	1962	576	\$15,190	



2602 New Bern Avenue



ESTIMATE OF DIVISION OF PROCEEDS

Property: 2602 New Bern Avenue (Parcel No. 8-037-066-B)					
				÷	
Offer Amount		D		\$	2,500.00
Less: Reimb to City for publication of notice of offer (approx)		\$			
Balance				\$	2,500.00
County cost reimbursement		\$	1,699.93		
City cost reimbursement		\$		\$	1,699.93
Remaining Balance				\$	800.07
County Taxes at Foreclosure	\$ 1,389.75		58.255%	\$	466.08
City Taxes/Priority Liens at Foreclosure	\$ 995.90		41.745%	\$	333.99
Total Taxes	\$ 2,385.65				
County Total	\$ 2,166.01				
City Total	\$ 333.99				

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 Foster Hughes City Manager Brenda E. Blanco City Clerk

Memorandum

TO:

Alderman Jeffrey Odham

FROM:

Brenda Blanco, City Clerk

DATE:

October 1, 2021

SUBJECT:

Appointment to Community Development Advisory Committee

Lindsay Best has moved outside of the city limits of New Bern. Therefore, she is ineligible to continue serving on the Community Development Advisory Committee. You are asked to make a new appointment to finish out her term, which will expire on June 30, 2024.

/beb

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



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk

MEMO TO:

Mayor and Board of Aldermen

FROM:

Brenda Blanco, City Clerk

DATE:

December 30, 2021

SUBJECT:

Appointment to NCEMPA Commissioners

The City of New Bern has three seats on the NCEMPA Board of Commissioners. Charlie Bauschard serves as the primary Commissioner, and Alderwoman Jameesha Harris serves as First Alternate Commissioner. The position of Second Alternate Commissioner is currently vacant, as it was previously held by Mark Stephens. It is requested the Board consider appointing Foster Hughes to fill this vacancy.

/beb