# CITY OF NEW BERN BOARD OF ALDERMEN MEETING APRIL 26, 2022 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

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

## Consent Agenda

- 3. Consider Approving a Proclamation for National Drinking Water Week.
- Consider Adopting a Resolution Calling for a Public Hearing to Rezone 1301 S. Glenburnie Road.
- Approve Minutes.

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- Consider Adopting a Resolution Authorizing the City Manager to Execute an Agreement with Draper Aden and Associates for Engineering Services for Phase 3 of the Category D Hurricane Florence Drainage System Project.
- Consider Adopting a Resolution Authorizing the Execution of a Conservation Easement with the State of North Carolina Land and Water Fund for Tax Parcel ID 8-244-021 Adjacent to Martin Marietta Park.
- 8. Consider Adopting an Ordinance to Amend Article III "Noise" of Chapter 26 "Environment".
- Consider Adopting a Budget Ordinance Amendment for FY21-22.
- Consider Adopting an Ordinance to Establish the Northwest Interceptor Rehabilitation Phase II Project Fund.
- 11. Appointment(s).
- 12. Attorney's Report.
- 13. City Manager's Report.
- 14. New Business.
- 15. Closed Session.
- Adjourn.

#### Aldermen

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



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

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: April 21, 2022

Re: April 26, 2022 Agenda Explanations

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

# Consent Agenda

3. Consider Approving a Proclamation for National Drinking Water Week.

Jordan Hughes, City Engineer, has requested a proclamation promoting the importance of drinking water and recognizing the first full week in May as National Drinking Water Week.

 Consider Adopting a Resolution Calling for a Public Hearing to Rezone 1301 S. Glenburnie Road.

(Ward 4) Quality Oil Company, LLC has requested to rezone a 0.95-acre parcel from C-4 neighborhood business district to C-3 commercial district. The property is located at 1301 S. Glenburnie Road. The Planning and Zoning Board unanimously approved this request at their April 5, 2022 meeting. It is requested a public hearing be called for May 10, 2022 to consider this request. A memo from Matthew Schelly, Interim Director of Development Services, is attached.

5. Approve Minutes.

Draft minutes from the April 12, 2022 (recessed to April 13, 2022) meeting are provided for review and approval.

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 Consider Adopting a Resolution Authorizing the City Manager to Execute an Agreement with Draper Aden and Associates for Engineering Services for Phase 3 of the Category D Hurricane Florence Drainage System Project.

(All Wards) The City received responses to a Request for Qualifications for engineering services associated with the Hurricane Florence FEMA project related to the City's drainage system. Six responses were received, and Draper Aden and Associates was selected as the most qualified firm. Their services will provide for the completion of the design work related to Category D projects within the Brices Creek, Jack Smith Creek, Jimmies Creek, North Glenburnie, Riverfront, Rennys Creek, Trent River, and Wilson Creek basins. A memo from Al Cablay, Director of Public Works, is attached.

 Consider Adopting a Resolution Authorizing the Execution of a Conservation Easement with the State of North Carolina Land and Water Fund for Tax Parcel ID 8-244-021 Adjacent to Martin Marietta Park.

(Ward 5) During the planning stage of Martin Marietta Park, a conservation easement was identified that limited recreational activity on the park's bodies of water. The City began working with the NC Clean Water Management Trust Fund in 2018 to ease those restrictions. The State proposed a conservation easement on an adjacent 8.2-acre parcel to offset the existing easement at the park, and the Board approved this request on July 24, 2018. The proposed resolution will approve a new conservation easement for the adjacent parcel, which is identified as Tax Parcel ID 8-244-021. A map of the area is provided for reference.

 Consider Adopting an Ordinance to Amend Article III "Noise" of Chapter 26 "Environment".

The Police Department has received several calls to address loud noise from street performers who use amplified speakers to project music on public property. Although the current ordinance contains language that prohibits noise above a certain decibel level, the characteristics of a business and an open-air performer are different. Amplified noise within a business is muffled and does not generally create the same adverse impact. Additionally, the city does engage in permitted events throughout the year that are negatively impacted by competing street performers who use amplified speakers. The requested ordinance change does not impact a person's freedom to engage in busking activities if they do not utilize speakers to amplify their instruments. A memo from Police Chief Patrick Gallagher is attached.

9. Consider Adopting a Budget Ordinance Amendment for FY21-22.

A budget amendment is needed to recognize \$110,809 in grant funds for the Lawson Creek Marshwalk Phase II project. The full project cost was \$147,746 and requires a 25% match of \$36,937. Additional grant funds of \$23,112 are recognized from the Edward Byrne Memorial Justice Assistance Grant and

\$15,000 from the Firehouse Subs Public Safety Foundation. Neither of these two grants require a match. The amendment will also transfer \$29,000 from fund balance to the City Hall Elevator Project. This will cover the difference between the \$3,929,000 project cost and the amount financed of \$3,900,000. A memo from Kimberly Ostrom, Director of Finance, is attached.

# Consider Adopting an Ordinance to Establish the Northwest Interceptor Rehabilitation Phase II Project Fund.

The NC General Assembly allocated funding for various drinking water, wastewater, and stormwater projects throughout the State. The City of New Bern was appropriated \$230,000 for drinking water and wastewater infrastructure projects. This ordinance will establish the Northwest Interceptor Rehabilitation Phase II Project Fund and initially fund the project with this appropriation. Once construction bids are received and the total project cost is known, a transfer will be made from the Sewer Fund's fund balance for the remainder of the cost. A memo from Mrs. Ostrom is attached.

- Appointment(s).
- 12. Attorney's Report.
- 13. City Manager's Report.
- 14. New Business.
- 15. Closed Session.
- 16. Adjourn.



- WHEREAS, water is our most valuable natural resource; and
- WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for the quality of life our citizens enjoy; and
- WHEREAS, tap water delivers public health protection, fire protection, support for our economy, and the quality of life we enjoy; and
- WHEREAS, the hard work performed by the entire water sector is worthy of recognition, from designing capital projects to operators ensuring the safety and quality of drinking water, or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and
- WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and
- WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and
- WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, to practice water conservation, and get involved with their water by familiarizing themselves with it.
- NOW, THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen, do hereby proclaim that annually the first full week of May shall be observed as

# DRINKING WATER WEEK

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 26<sup>th</sup> day of April in the year of our Lord Two Thousand and Twenty-Two.

Dana E. Outlaw, Mayor

City Hall • New Bern, NC 28563 • (252) 636-4000

# **AGENDA ITEM COVER SHEET**



# **Agenda Item Title:**

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 1301 South Glenburnie Road from C-4 Neighborhood Business District to C-3 Commercial District.

Date of Meeting: 04/26/2022		Ward # if applicable: Ward 4	
Department: Development Services  Call for Public Hearing:   ✓ Yes□No		Person Submitting Item: Matt Schelly, Interim Director of Development Services	
		Date of Public Hearing: 5/10/2022	
Explanation of Item:	rezone one parc	mpany, LLC has requested consideration to cel, totaling 0.95 +/- acres, from C-4 Business District to C-3 Commercial District.	
Actions Needed by Board:	Adopt a Resolution		
Backup Attached:	Memo, Resolution, Map		
Is item time sensitive?			
Will there be advocates/	opponents at t	he meeting?   Yes   No	
C			
Cost of Agenda Item: N/			
If this requires an expen and certified by the Fina		been budgeted and are funds availa □Yes ⊠ No	

**Additional Notes:** 



New Bern, NC 28563 (252)639-7587

# MEMORANDUM

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

FROM: Matt Schelly, Interim Director Development Services

DATE: April 14, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing to Rezone

1301 South Glenburnie Road from C-4 Neighborhood Business District to

C-3 Commercial District.

Quality Oil Company, LLC has requested consideration to rezone one parcel, totaling 0.95 +/- acres, from C-4 Neighborhood Business District to C-3 Commercial District. The parcel is located at 1301 South Glenburnie Road and is further identified as Craven County Parcel ID # 8-240-100. (Ward 4)

The Planning and Zoning Board unanimously approved this application at their April 5, 2022, meeting and recommend approval of the request.

Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

## RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to rezone 0.95 +/- acres located at 1301 South Glenburnie Road from C-4 Neighborhood Business District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-240-100.

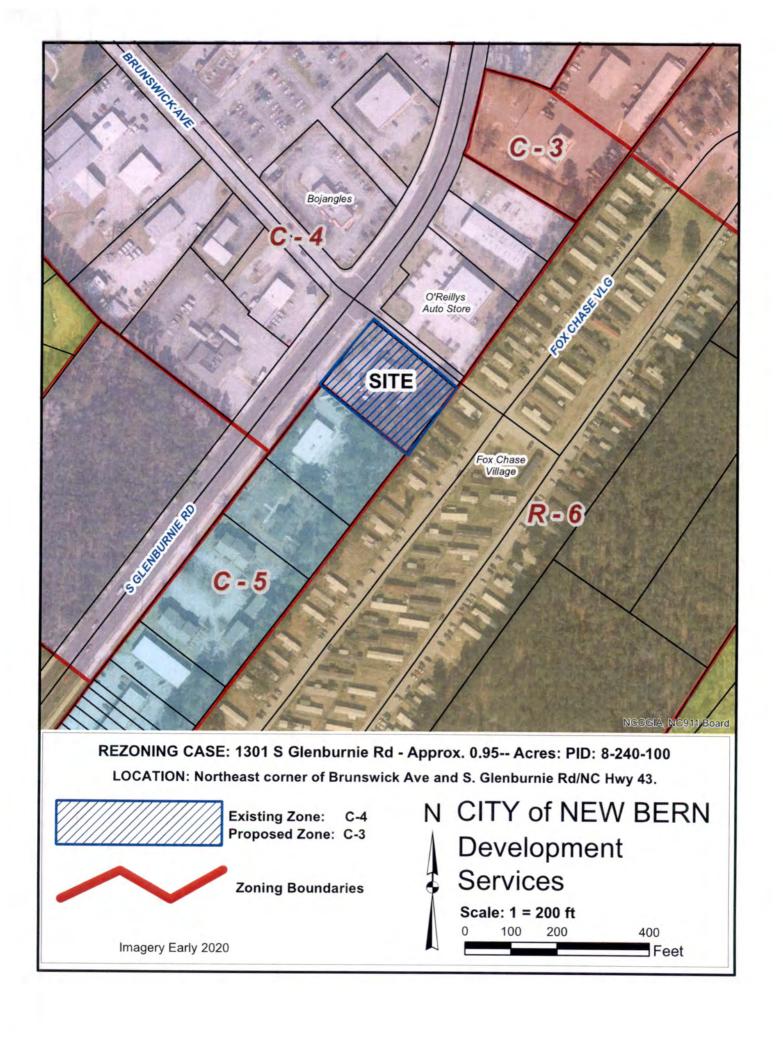
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m. on Tuesday, May 10, 2022 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to rezone 0.95 +/- acres located at 1301 South Glenburnie Road from C-4 Neighborhood Business District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-240-100.

ADOPTED THIS 26th DAY OF APRIL, 2022.

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



# **AGENDA ITEM COVER SHEET**



# **Agenda Item Title:**

Date of Meeting: April 26, 2022

Adopt a resolution approving a proposal for Professional Engineering Services to complete the CAT D design work related to the Hurricane Florence Drainage System Project.

Ward # if applicable: All Wards

Date of Meeting. April	20, 2022	ward in applicable. All wards		
Department: Public Wor	ks	Person Submitting Item: Al Cablay, Director of Public Works		
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A		
Explanation of Item:	Services for the Hi drainage system. It to be the most qua services related to contracted. This co related to Category Jimmies Creek, N.	submittals to an RFQ for Professional Engineering urricane Florence FEMA project related to the City's Draper Aden and Associates of Raleigh, N.C., was selected lified firm and has submitted a proposal for engineering this project. Quarry 1 & 2 Basins have been designed and ontract pertains to the completion of the Design work y D Projects within the Brices Creek, Jack Smith Creek, Glenburnie, Riverfront, Rennys Creek, Trent River, and ins.		
Actions Needed by Board:	Adopt a resolution to approve the proposal from Draper Ad and Associates for Professional Engineering Services and			

authorizing the City Manager to execute an agreement for engineering services related to design of the CAT D Design

Is item time sensitive?	Y ⊠Yes □No
Will there be advocate	es/opponents at the meeting?   Yes  No
Cost of Agenda Item:	N/A
집을 하는데 모든 사용 선지원이를 경면하실 때문이다.	enditure, has it been budgeted and are funds available inance Director?   Yes   No

work for the remaining basins.

Memo, Proposal, and Resolution

**Additional Notes:** 

Backup Attached:



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

April 14, 2022

Memo to: Mayor and Board of Aldermen

From: Al Cablay, Director of Public Works

**Re:** Adopt a Resolution approving a proposal for Professional Engineering Services

for Design work related to Category D Projects within the Brices Creek, Jack Smith Creek, Jimmies Creek, N. Glenburnie, Riverfront, Rennys Creek, Trent

River, and Wilson Creek Basins.

#### **Background Information:**

The City received submittals to an RFQ for Professional Engineering Services for the Hurricane Florence FEMA project related to the City's drainage system. Draper Aden and Associates of Raleigh, N.C., was selected to be the most qualified firm and has submitted a proposal for engineering services related to this project. Quarry 1 & 2 Basins have been designed and contracted. This contract pertains to the completion of the Design work related to Category D Projects within the Brices Creek, Jack Smith Creek, Jimmies Creek, N. Glenburnie, Riverfront, Rennys Creek, Trent River, and Wilson Creek Basins.

#### Recommendations:

The Public Works Department, along with Disaster Recovery Services, has reviewed the proposal and recommends that the Board consider approving this proposal.

### RESOLUTION

THAT WHEREAS, a Request for Qualifications ("RFQ") for Engineering Services was publicly advertised on October 25, 2019, and submittals were received on November 13, 2019; and

WHEREAS, the following six submittals were received and scored:

Draper Aden and Associates	499
LDSI Engineering	494
MBF Architects	482
Avolis Engineering	423
Summit Engineering	423
Wethrell Engineering	410

WHEREAS, the Director of Public Works of the City of New Bern has since negotiated pricing for completion of the and recommends acceptance of the proposal from Draper Aden and Associates for professional engineering services based on time and material as outlined in the attached agreement.

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

That Proposal No. P19080319-030302 dated January 31, 2022, for Engineering Services from Draper Aden Associates of Raleigh, N.C., a copy of which is attached hereto and incorporated herein by reference, is hereby accepted, and the City Manager is authorized to execute an agreement to proceed with engineering services for phase three of the Hurricane Florence Drainage System Project (design work related to category D Projects).

ADOPTED THIS 26th DAY OF APRIL 2022.

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



114 Edinburgh South Drive Suite 200 Cary, North Carolina 27511 919.827,0864 www.daa.com

January 31, 2022

Mr. Al Cablay Director of Public Works City of New Bern 1004 S. Glenburnie Road New Bern, North Carolina 28563

RE: Proposal for Engineering Services

City of New Bern – Hurricane Florence FEMA Project – New Bern, North Carolina FEMA Category D Engineering Services
Brices Creek, Jack Smith Creek, Jimmies Creek, North Glenburnie, River Front, Rennys Creek, Trent River, and Wilson Creek Drainage Basins
Draper Aden Associates Proposal No. 19080319-10

Dear Mr. Cablay:

On behalf of Draper Aden Associates (DAA), thank you for allowing us the opportunity to present our proposal to the City of New Bern (City) for providing professional engineering services for the surveying, subsurface utility engineering (SUE), design, bidding, and construction services associated with identified FEMA Category D permanent repair activities within the Brices Creek, Jack Smith Creek, Jimmies Creek, North Glenburnie, Riverfront, Rennys Creek, Trent River, and Wilson Creek drainage basins. This project is part of Phase III of the overall Hurricane Florence recovery project; design services for all identified FEMA Category D permanent repair activities. The overall Scope of Services presented within this proposal are in general accordance with the provided Engineering Services for Ditch Drainage Project Request for Qualifications (RFQ) documents issued as part of the solicitation dated October 25, 2019.

#### I. PROJECT DESCRIPTION

The overall project area has been divided into ten different drainage basins organized by outfall. The project areas included in this proposal are the Brices Creek, Jack Smith Creek, Jimmies Creek, North Glenburnie, River Front, Rennys Creek, Trent River, and Wilson Creek drainage basins only (see Project Area Figures). DAA will develop construction documents, technical specifications, and bid documents necessary to complete the identified FEMA Category D permanent repair activities within the aforementioned drainage basins. The identified FEMA Category D permanent repairs within the above mentioned drainage basins will be combined into the following four groupings for bidding:

Mr. Al Cablay January 31, 2022 Page 2 of 8

- Project #1: Brices Creek, North Glenburnie, Rennys Creek, River Front, and Wilson Creek Drainage Basins (94 Damage Locations)
- 2. Project #2: Jack Smith Creek Drainage Basin (90 Damage Locations)
- 3. Project #3: Jimmies Creek Drainage Basin (84 Damage Locations)
- 4. Project #4: Trent River Drainage Basin (74 Damage Locations)

Additionally, DAA will provide construction services while permanent repair activities are ongoing.

#### II. SCOPE OF SERVICES

Our proposed scope of services has been prepared in general accordance with the engineering standards of practice and consists of the following detailed services:

#### TASK 1 – Surveying Services

DAA will perform field survey services as necessary for the design of repair activities identified within the project area including:

- Establish horizontal and vertical control using the NC VRS Network or Static GPS methodologies; followed by conventional ground run traverse and differential levels (if necessary). Control will be established in the NAD83 (2011) and NAVD88 datums, respectively.
- Provide topographic and existing conditions survey throughout at the project locations shown on the included Figures 1 through 8, and listed in Tables 1 through 8.
- Provide traffic control and site safety measures in accordance with NCDOT regulations.
- Provide a planimetric and topographic survey (1-foot contour intervals and spot elevations) at the project locations shown on Figures 1 through 8, and listed in Tables 1 through 8.

Deliverables will include a digital CAD file (2018 or newer), coordinate file, and XML to the engineer of record. All field and office tasks will be performed to the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). Surveying services are anticipated to be required for the design of repair activities at the damage locations noted in the Project Tables. If surveying services are required for the design of repair activities at additional damage locations, they will be billed on a Time and Materials (T&M) basis according to the attached 2022 Hourly Bill Rate Table and 2022 Reimbursable Rate Table.

#### TASK 2 - SUE Services

DAA SUE personnel will mobilize, identify, and designate any detectable utilities (water, telephone, electric, communications, gas, etc.) as necessary within the project area using electromagnetic radio frequency (EMF) locating equipment. DAA will designate identified utilities in accordance with SUE Quality Level B standards (ASCE 38-02). Please note that non-metallic utilities without tracer wire such as PVC, HDPE, clay, concrete, fiber optics, etc. cannot always be located. DAA SUE personnel will then conduct an electronic grid sweep using EMF over the project area to search for and attempt to identify utilities that may not appear on available records. The accuracy of our investigation is subject to factors beyond our control such as site conditions, depth of utilities, utility congestion, conductivity, and access. This investigation, although highly reliable, should be understood as an approximate representation of the subsurface utility conditions. SUE services are anticipated to be required for the design of repair

Mr. Al Cablay January 31, 2022 Page 3 of 8

activities at the damage locations noted in the Project Tables. If SUE services are required for the design of repair activities at additional damage locations, they will be billed on a Time and Materials (T&M) basis according to the attached 2022 Hourly Bill Rate Table and 2022 Reimbursable Rate Table.

#### TASK 3 - Civil Engineering Services and Construction Document Preparation

DAA will provide a design for temporary erosion and sediment control of disturbed project areas to reduce runoff from construction activities. DAA will prepare a list of required ESC practices, ESC specifications, ESC notes, and ESC details. DAA will prepare and submit a total of four sets of ESC plans, one set for all projects in the under the Brices Creek, North Glenburnie, River Front, Rennys Creek, and Wilson Creek drainage basins, a second for all projects in the Jack Smith Creek drainage basin, a third for all projects in the Jimmies Creek drainage basin, and a fourth set for all projects in the Trent River drainage basin, to NCDEQ Land Quality Section for ESC plan approval.

DAA will perform civil engineering design services for the repair activities at all damage locations in the Project Tables. DAA will prepare construction plans for the proposed repair activities in conformance with City of New Bern and State standards. Our designs will be reflected in the typical deliverables described below:

- Existing Conditions Plan: Including topographic survey information.
- Demolition and Erosion Control Plan: Defining the removal of selected site features as necessary
  to accommodate the proposed new construction. Defining the contractor's requirements to
  provide erosion and sediment control measures for the site. Identifying all required elements for
  diverting stream flow around work areas using pump around systems as necessary. DAA will
  prepare a plan based on local and State minimum standards (NC Erosion and Sediment Control
  Handbook). The plan will include a sequencing of construction per phase of work as appropriate,
  an erosion control narrative, and design and construction details.
- Site Layout and Grading Plan: Identifying the new construction for the site. Will be at an
  appropriate scale with spot elevations and contours, where necessary, depicting proposed
  grades throughout the area of work.
- Construction Details: DAA will provide necessary erosion control and civil construction details for the construction of the site improvements.
- Specifications: Technical specifications will be provided in the project manual as necessary.

Various projects within the above mentioned drainage basins are located within the North Carolina Railroad (NCRR) corridor. Our team will complete and deliver the construction documents to NCRR for engineering review. Our team will respond to comments from up to two NCRR reviews. If additional project reviews are required, our services will be billed on a Time and Materials (T&M) basis according to the attached 2022 Hourly Bill Rate Table and 2022 Reimbursable Rate Table.

#### TASK 4 - Bid Document Preparation

DAA will prepare bid packages for performing the identified FEMA Category D permanent repair activities within the Brices Creek, Jack Smith Creek, Jimmies Creek, North Glenburnie, Riverfront, Rennys Creek, Trent River, and Wilson Creek drainage basins. A single bid package will be developed for each plan set identified above. Each bid package will include a project manual, contract documents, final

Mr. Al Cablay January 31, 2022 Page 4 of 8

construction drawings, and technical specifications to be advertised by the City for bids. DAA will finalize the construction drawing set (100% design) by incorporating comments from previous reviews. DAA will incorporate the project special provisions, bid tabulation, and the front-end and standard technical specifications, and will prepare the final bid package project manual. DAA will compile each bid package and post an advertisement on the DAA Planroom. Advertisements will also be provided to the City for advertising on their website. DAA will participate in a pre-bid meeting, assist in conducting a bid opening, and evaluating the bids received.

### TASK 5 - Construction Services and Observation

DAA will perform construction services and observations of the permanent repair activities. It is anticipated that our services will be required to:

- Participate in pre-construction meetings.
- Perform site visits at a frequency necessary to observe the work to meet the professional standard of practice for each type of construction activity.
- Assist in obtaining temporary construction access for areas that require access across private
  property. It is assumed that no exhaustive efforts will be required to contact or accommodate
  beyond reasonable requests by private landowners.
- Perform appropriate testing at our in-house United States Army Corps of Engineers Verified Materials Testing Laboratory on materials proposed for use as fill. Testing may include, but is not limited to:
  - Moisture Content, ASTM D2216
  - o Grain Size Distribution Sieve Analysis, ASTM D6913
  - o Atterberg Limits, ASTM D4318
  - Soil Classification, ASTM D2487
  - Standard Proctor, ASTM D698
  - In-Place Density and Water Content of Soil-Aggregate by Nuclear Methods, ASTM D6938
- Provide field supervisory oversight to ensure that the selected contractor(s) are performing the work according to plan and are complying with all environmental requirements and permits.
- Provide the services of compiling all field reports, attending project meetings when required, and preparing a final construction documentation report per project requirements.

Our proposal assumes a Field Operations Specialist will be onsite for up to two hours of coordination daily. Our proposal also assumes up to the following number of site visits by the Project Manager or a Professional Engineer, including the pre-construction meeting and final inspection, for each drainage basin:

- Brices Creek (10 visits)
- Jack Smith Creek (20 visits)
- Jimmies Creek (20 visits)
- North Glenburnie (3 visits)

- Rennys Creek (1 visit)
- River Front (10 visits)
- Trent River (20 visits)
- Wilson Creek (10 visits)

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If additional site visits are required, they will be billed on a Time and Materials (T&M) basis according to the attached 2021 Hourly Bill Rate Table and 2021 Reimbursable Rate Table.

#### III. SCHEDULE

The Draper Aden Associates team is prepared to begin work upon approval of our proposal. Based on a Notice to Proceed (NTP) no later than January 31, 2022, our team will complete the design and submit all permit applications for the projects on the following schedules following the notice to proceed:

- Project #1 (Brices Creek, North Glenburnie, Rennys Creek, River Front, and Wilson Creek drainage basins) bid package within 120 calendar days,
- Project #2 (Jack Smith Creek drainage basin) bid package within 150 calendar days
- Project #3 (Jimmies Creek drainage basin) bid package within 180 calendar days
- Project #4 (Trent River drainage basin) bid package within 210 calendar days

Our team will complete and deliver the construction documents to NCRR for engineering review within the timeline specified above. Because projects within each basin are located within the NCRR corridor and the NCRR engineering review process is often unpredictable, the schedule above does not include any timeline for receiving project approvals from NCRR.

### IV. FEES

Compensation for engineering services and project expenses will be on a Lump Sum basis. Additional services not explicitly included will be billed according to the attached 2022 Hourly Bill Rate Table and 2022 Reimbursable Rate Table. Fees will be billed monthly for actual project work incurred during the billing period.

Drainage Basin	Fee
Brices Creek	\$58,300
North Glenburnie	\$20,800
River Front	\$43,500
Rennys Creek	\$1,200
Wilson Creek	\$55,500
Jack Smith Creek	\$479,900
Jimmies Creek	\$313,000
Trent River	\$170,000
E&S Control Review Fee to NCDEQ (reimbursable)	\$20,000
Total Fee	\$1,162,200

# V. ASSUMPTIONS / LIMITATIONS

This proposal is based on the following assumptions:

- The City will provide the DAA team with an office space at the Public Works Facility with wireless
  internet access to use for coordinating field work and other activities associated with the project
  for the duration of this contract.
- The following assumptions apply to SUE Services:
  - Client to provide any and all available as-builts, record drawings, or utility mapping to DAA SUE prior to mobilizing onsite.
  - DAA SUE assumes that the project site will be accessible as needed and without restrictions.
  - Our scope of services and associated fee is for designation of buried utilities (defined as telephone, electric, gas, water, and comm) utilizing EMF technology only.
  - Test holes and GPR are not included in this SUE scope of services.
  - DAA SUE does not designate gravity pipelines or structures (storm, sanitary, inlets, manholes, cleanouts).
  - Clearing and grubbing is not included in this scope of services.
  - Televising of any pipes or lines is not included in this scope of services.
- Publicly available topographic data will be sufficient to develop prescriptive ESC design plans.
   Should additional topographic survey data be required, those services can be provided as an additional service.
- The fee for each drainage basin includes the required ESC Plan Review Permitting Option review fee (up to \$5,000 for each project, \$20,000 total). If any additional review fees are required, they will be billed an as an additional expense.
- Our proposal assumes that two reviews will be required by NCRR, or its designees, for repair
  activities completed within the railroad right-of-way. If additional project reviews are required,
  our services will be billed as an additional expense.
- The fee for each drainage basin does not include any application or engineering review fees required by NCRR, HNTB North Carolina, P.C., or Norfolk Southern Corporation.
- DAA highly recommends that the projects not be bid prior to all applicable permits being approved.
- If the scope of the project is revised by any party after acceptance of this proposal, we reserve
  the right to re-negotiate our schedule and fee accordingly.
- Analysis and/or design of upgrades, extensions, or relocations to existing off-site utilities and/or off-site road improvements is not included.
- Requests for revisions to our design after completion of our construction drawings will be considered as changes in our scope of work and may be subject to additional fee agreements.
- This scope of services does not include participation in public hearings, public meetings, presentations, etc. (other than those described above) and does not include preparation of presentation graphics, models, or renderings.
- Preparation of "as-built" surveys, easement plats or encroachment plats are not included, but can be provided as a supplemental service if needed.

Mr. Al Cablay January 31, 2022 Page 7 of 8

On behalf of Draper Aden Associates, thank you for giving us the opportunity to provide our proposal for engineering services. The engineering services under this proposal will be completed in accordance with our active Professional Services Agreement with the City. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records. Please note that it is the policy of Draper Aden Associates that no deliverables or other products of service will be submitted without a formal agreement between parties or written authorization acknowledging the scope of work and fees associated with the proposed work. We appreciate your efforts toward this end. We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

**Draper Aden Associates** 

Luke Baker, PG Project Geologist

C. Tyrus Clayton, Jr., PE Managing Principal

Attachments: 2022 Hourly Bill Rate Table

2022 Reimbursable Rate Table Brices Creek Project Area Figure 1

Brices Creek Project Table 1

Jack Smith Creek Project Area Figure 2

Jack Smith Creek Project Table 2

Jimmies Creek Project Area Figure 3

Jimmies Creek Project Table Figure 3

North Glenburnie Project Area Figure 4

North Glenburnie Project Table 4

Rennys Creek Area Figure 5

Rennys Creek Project Table 5

River Front Project Area Figure 6

River Front Project Table 6

Trent River Project Area Figure 7

Trent River Project Table 7

Wilson Creek Project Area Figure 8

Wilson Creek Project Table 8

Mr. Al Cablay January 31, 2022 Page 8 of 8

#### **AUTHORIZATION TO PROCEED**

Proposal for Engineering Services

City of New Bern – Hurricane Florence FEMA Project – New Bern, North Carolina
FEMA Category D Engineering Services

Brices Creek, Jack Smith Creek, Jimmies Creek, North Glenburnie, River Front, Rennys
Creek, Trent River, and Wilson Creek Drainage Basins
Draper Aden Associates Proposal No. 19080319-10

I/We agree and accept Draper Aden Associates' proposal to provide the above described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that Draper Aden Associates will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name	Title	
Signature	Date	



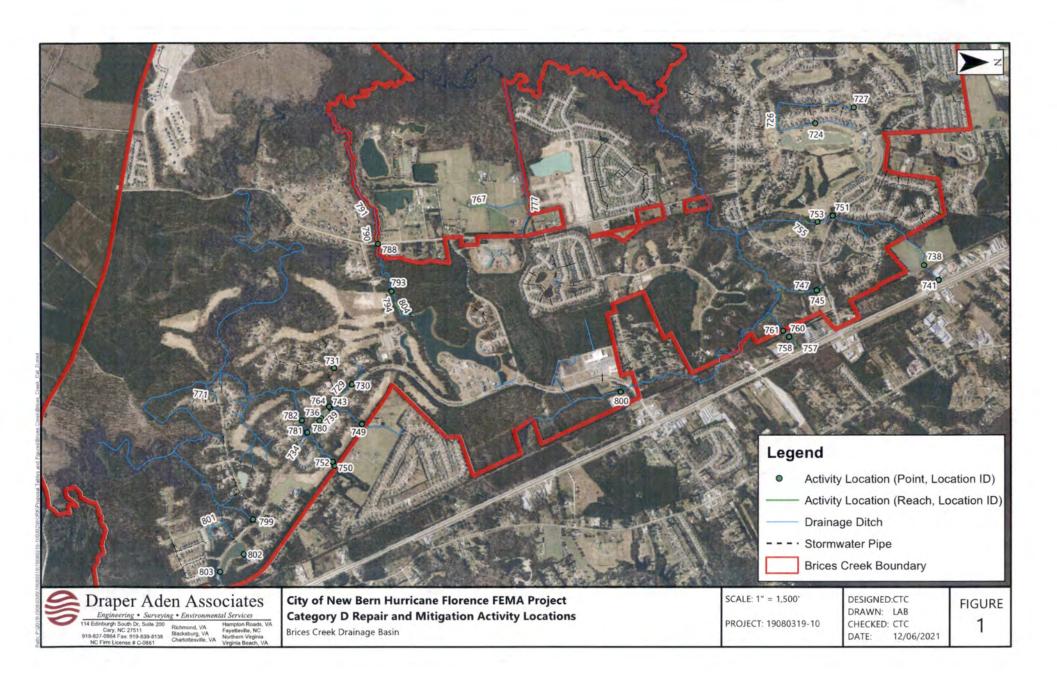
# 2022 Hourly Bill Rate Table

Staff Category	Hourly Rate
Administrative Assistant	\$83
Aerial/Scanning - Project Manager	\$149
Aerial/Scanning - Technician	\$138
Construction - Manager	\$133
Construction - Project Specialist	\$128
Construction - Specialist	\$116
Contract Specialist	\$131
Designer - Staff	\$93
Engineer - V	\$203
Engineer - IV	\$180
Engineer - III	\$157
Engineer - II	\$122
Engineer - I	\$102
Engineer - Senior Design	\$147
Engineer - Design	\$133
Engineer - Senior Project	\$170
Engineer - Project	\$153
Environmental Scientist - Project	\$118
Environmental Scientist	\$94
Field Operations Specialist	\$103
Geologist - Senior	\$183
Geologist - Project	\$123
Geologist - Staff	\$101
GIS Administrator - Senior	\$128
Grant Management Specialist	\$147
Landscape Architect - Senior	\$170
Landscape Architect	\$122
Permitting Scientist - Senior	\$112
Permitting Scientist - Project	\$77
Post Disaster Program Manager	\$142
Project Manager	\$191
SUE - Project Manager	\$133
SUE - Designation Crew (2 person)	\$181
Survey - Team leader	\$192
Surveyor - Senior Project	\$133
Surveyor - Project	\$106
Survey Crew (2 person)	\$155
Technical Advisor - Senior	\$219
Technical Advisor	\$196
Technician - Project	\$87
Technician - Staff	\$63
Water Resources Engineer - Senior	\$206
Water Resources Engineer - II	\$155
Water Resources Engineer - I	\$131



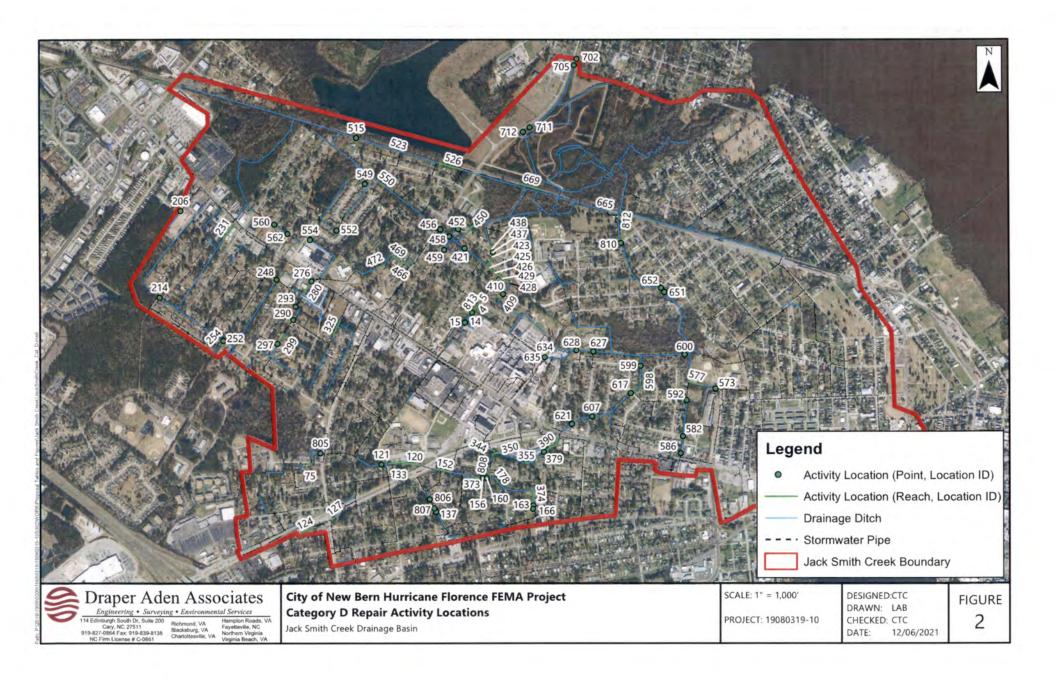
# 2022 Reimburseable Rate Table

Item	Billing
8" x 11" Color Copies	\$0.95 / Page
8" x 11" Black and White Copies	\$0.15 / Page
Mileage	\$0.56 / Mile
Per Diem - Meals and Incidentals	\$55 / Day
Per Diem - Lodging	\$96 / Night + tax
Express Mail & Courier Services	Cost
Four MiFi Devices	\$50 / Unit / Month
Other Additional Project Supplies	Cost



## FEMA Category D Engineering Services Brices Creek Drainage Basin

Project ID	Location ID (OID)	FEMA Site	Project Type	Project Activity		ervices	
	724	1	Slope Stabilization/Outlet Stabilization	Backfill erosional area and install vegetative stabilization.	Survey	SUE	Civil
1-1	726	2	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.		1	v
	727	3	Slope Stabilization/Outlet Stabilization	Remove riprap , backfill erosional area and install vegetative stabilization.	-		X
				Remove riprap, geotextile underlayment, and undermined sidewalk. Backfill erosional			
	751	17	Slope Stabilization	areas, install new riprap and geotextile underlayment, and vegetative stabilization.			
			1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Replace sidewalk.		1 1	
1-2	753	19	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install	×		х
	1,55	13	Slope Stabilization	vegetative stabilization.			
	755	20	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install	1	1 1	
			Slope Stabilization	vegetative stabilization.	1		
	738	9	Slope Stabilization	Backfill erosional area and install vegetative stabilization			
1-3		2.00					X
	741	11	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	2,30	32		Remove uprooted trees and associated root balls, backfill erosional area, and install			_
	745	13	Slope Stabilization	vegetative stabilization.			
1-4	747	2.	Section 2012	Remove uprooted trees and associated root balls, backfill erosional area, and install	1		X
	747	14	Slope Stabilization	vegetative stabilization.			
	767	26	CL C. LIN	Remove riprap. Backfioll erosional areas, replace riprap, and install vegetative			
1.5	767	26	Slope Stabilization	stabilization.			
1-3	777	28	Slone Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			X
	111	20	Slope Stabilization	vegetative stabilization.			
1-6	800	38	Slove Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			
1-0	000	30	Slope Stabilization	vegetative stabilization.			X
	788	32	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-7	790	33	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			**
	791	34	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			X
				vegetative stabilization.			
	793	35	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			
1-8	794	36	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			x
1-9	221	- 10		vegetative stabilization.			
* 0		43	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			
1-9		6	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			X
1	129	4	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-10	730	5	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1.10				Remove underwined side will remode above to defill the second side will			X
	764	25	Slope Stabilization	Remove undermined sidewalk, regrade slope, backfill material, and install vegetative			
	-		A Service Control	stabilization. Replace sidewalk.			
	736	8	Slope Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			
1-11	739	10	Slope Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			X
	743	12	Slope Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			
	780	29	Slope Stabilization / Outlet Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			
	774	-					
	/34	7	Slope Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			
1-12	201		CA SA AM AS	Remove undermined sidewalk, regrade slope, backfill material, and install vegetative	x		X
	781	30	Slope Stabilization	stabilization. Replace sidewalk.			
	782	31	Slope Stabilization	Remove uprooted tree and associated root ball, backfill erosional area, and install			
1-7	740	15		Remove uprooted tree and associated root ball, backfill erosional area, and install		-	
753 755 738 755 738 741  1-3 741  1-4 745 747 747  1-6 800 788 790 791 793 1-8 794 804 1-9 731 729 1-10 730 764 736 1-11 739 743 780 734 1-12 781 782 1-13 749 750 1-14 752 1-15 771 1-16 799	749	15	Slope Stabilization	vegetative stabilization.			X
	750	16	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-14	752	10	CI CI I	Remove uprooted tree and associated root ball, backfill erosional area, and install			X
	752	18	Slope Stabilization	vegetative stabilization.			
	224	42	rain day discrete that the control of	Remove failed RCP and drop inlet. Install new 24" RCP and drop inlet, back fill		_	_
1-15	7/1	27	Slope Stabilization / Pipe Replacement	erosional areas, and install vegetative stabilization.	X		X
	700	27	20.00				
1-16	799	37	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			X
1-17	901	40	Slope Stabilization				
1-11	801	40	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			X
	802	41	Slope Stabilization	Regrade slope backfill existing area and jestall translation stability if			
1-18				Regrade slope, backfill erosional area and install vegetative stabilization.			X
	803	42	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	757	21	Slope Stabilization	Remove uprooted tree and associated root ball, backfill erosional area, and install			
-				vegetative stabilization.			
1-19		22	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
	760	23	Slope Stabilization	Remove uprooted tree and associated root ball, backfill erosional area, and install			
	761	24	Slope Stabilization	Remove uprooted tree and associated root ball, backfill erosional area, and install			
			The second secon	vegetative stabilization.			



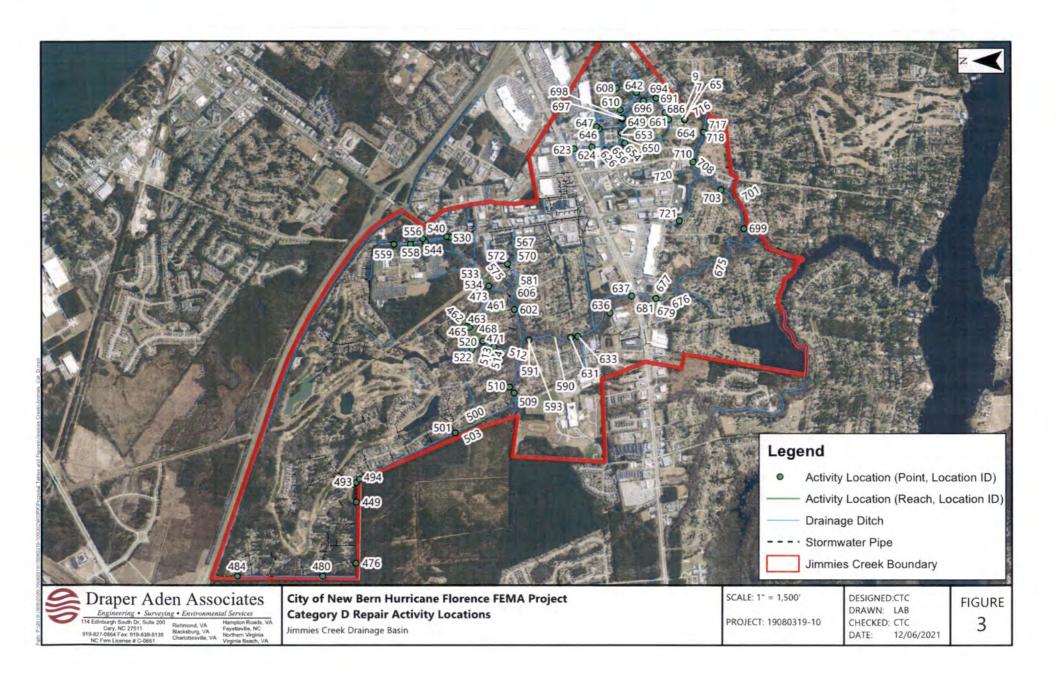
702 705 705 711 712 515 523 526 549 550 552 554 560 562 231 206	103 104 106 107 63 65 66 67 68 69 70 71	Slope Stabilization Slope Stabilization Culvert Slope Stabilization Culvert Slope Stabilization	Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and install vegetative stabilization.	X	SUE	
711 712 515 523 526 549 550 552 554 560 562 231	106 107 63 65 66 67 68 69 70 71	Slope Stabilization Culvert Slope Stabilization Culvert Slope Stabilization	Backfill erosional areas and install vegetative stabilization.  and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			+
712 515 523 526 549 550 552 554 560 562 231	107 63 65 66 67 68 69 70 71	Culvert Slope Stabilization Culvert Slope Stabilization	and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			1
515 523 526 549 550 552 554 560 562 231	63 65 66 67 68 69 70 71	Slope Stabilization Culvert Slope Stabilization	Backfill erosional areas and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			1
523 526 549 550 552 554 560 562 231	65 66 67 68 69 70 71	Slope Stabilization Slope Stabilization Slope Stabilization Slope Stabilization Slope Stabilization Culvert Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and	х		+
526 549 550 552 554 560 562 231	66 67 68 69 70 71	Slope Stabilization Slope Stabilization Slope Stabilization Slope Stabilization Culvert Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and	х		
549 550 552 554 560 562 231 206	67 68 69 70 71 72	Slope Stabilization Slope Stabilization Slope Stabilization Culvert Slope Stabilization	Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and	×		1
550 552 554 560 562 231 206	67 68 69 70 71 72	Slope Stabilization Slope Stabilization Slope Stabilization Culvert Slope Stabilization	vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			1
550 552 554 560 562 231 206	68 69 70 71 72	Slope Stabilization Slope Stabilization Culvert Slope Stabilization	Backfill erosional areas and install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			
552 554 560 562 231 206	69 70 71 72	Slope Stabilization  Culvert  Slope Stabilization	Backfill erosional areas and install vegetative stabilization.  Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			T
554 560 562 231 206	70 71 72	Culvert Slope Stabilization	Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			1
560 562 231 206	71 72	Slope Stabilization	Remove 4 linear feet of 15" RCP. Install 4 linear feet of 15" RCP, backfill erosional area, and			
560 562 231 206	71 72	Slope Stabilization			+	+
562 231 206	72					1
231			Backfill erosional areas and install vegetative stabilization.			1
231				X	1	1
206	20	Slope Stabilization	Remove asphalt slope protection and curb and gutter. Backfill erosional area, install new curb			1
206	20		and gutter and slope protection, and install vegetative stabilization.			1
		Slope Stabilization	Remove chainlink fence. Regrade slope, backfill erosional area, install new chainlink	x		T
			fence, and install vegetative stabilization.	,		1
214	18	Slope Stabilization	Remove fallen trees and associated rootballs. Backfill erosional areas and install			T
	19	Slama Saakillaasiaa	vegetative stabilization.			1
	19	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			1
252	22	Slone Stabilization	Remove existing headwall and wingwall. Backfill erosion areas and install new masonry			1
LJE	22	Slope Stabilization	block			1
			Parama 90 linear feet of 42% CMD and and the state of the 1800 linear feet of 42% CMD and and the state of the 1800 linear feet of 42% CMD and and the state of the 1800 linear feet of 42% CMD and and the state of the 1800 linear feet of 42% CMD and and the state of the 1800 linear feet of 42% CMD and and the state of the 1800 linear feet of 42% CMD and and 42% CMD	X	X	١
254	23	Culvert	Remove 80 linear feet of 42" CMP and asphalt paving. Install 80 linear feet of new 42"			1
1000			CMP. Backfill erosional area, install new asphalt pavement in-kind, and install		-	+
248	21	Slope Stabilization				ı
					-	+
276	24	Outlet Protection	Remove headwall. Install new headwall, backfill erosional area, and install vegetative			
			stabilization.	×	X	ı
280	25	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization			ı
290	26					t
293	27	Outlet Protection		X	/	ı
297	28	Slope Stabilization				t
299	29	Slope Stabilization		X	1,11	ı
325	30	Slope Stabilization				t
	- 277	stope stoomzotton	regrade slope, backini erosional areas, and install vegetative stabilization.			
466	50	Class Cash Washing			-	Г
400	33	Slope Stabilization	Regrade clans backfill anguland area and install annual to the little of the			ı
			negrave stope, vackini erosional area and install vegetative stabilization.			L
469	60	Slope Stabilization		X	X	ı
7.7						ı
472	61	Slope Stabilization				L
452						H
452	55	Slope Stabilization / Outlet Protection				ı
456	56	Outlet Protection	Remove concrete outlet protection. Backfill erosional area, install new concrete outlet			ı
		Oddet Protection	protection, and install vegetative stabilization.	Α.		ı
458	57	Slope Stabilization				ı
-	-		vegetative stabilization.			L
421	44	Slope Stabilization		V		
		and comments		×		
459	58	Slope Stabilization / Outlet Protection				
450	54	Slone Stabilization			$\rightarrow$	L
423				X		L
		Stope Stabilization				1
425	47	Slope Stabilization				
426	48	Slone Stabilization				
428	49	Slope Stabilization			1.3	
420			Tregerative Stabilization.	x	X	
429	50	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
		And the second	Tegeraute stabilitation.			
437	51	Slope Stabilization	Remove riprap and sidewalk. Backfill erosional areas, install new sidewalk and riprap, and			
		al al / "	install vegetative stabilization.			
430	52	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
438						
669	97					
22 25 25 32 46 47 45 45 42 42 42 42 42 42	76  80  90  93  97  99  25  66  69  72  552  56  58  21  59  50  23  25  26  28	76 24  80 25  90 26  93 27  97 28  99 29  25 30  66 59  69 60  72 61  52 55  56 56  58 57  21 44  59 58  50 54  23 46  25 47  26 48  49	24	Remove headwall. Install new headwall, backfill erosional area, and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.  Remove remnants of headwall and riprap, Install new headwall and riprap, backfill erosional area, install new concrete outlet protection. Backfill erosional area, install new riprap, and vegetative stabilization.  Remove riprap. Regrade slope, backfill erosional areas, install new riprap, and vegetative stabilization.  Remove riprap. Regrade slope, backfill erosional areas, install new riprap, and vegetative stabilization.  Regrade slope, backfill erosional	Remove headwall, install new headwall, backfill erosional area, and install vegetative stabilization.  Remove headwall, install new headwall, backfill erosional area, and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  X  Slope Stabilization  Remove headwall, install new headwall and install vegetative stabilization.  X  Remove headwall, install new headwall and install vegetative stabilization.  X  Regrade slope, backfill erosional area and install vegetative stabilization.  X  Slope Stabilization  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs, Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs, Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs, Regrade slope, backfill erosional area and install vegetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area, install new concrete outlet protection, and install vegetative stabilization.  Remove trees and associated rootball. Backfill erosional area, install new concrete outlet protection, and install vegetative stabilization.  Remove trees and associated rootball. Backfill erosional material, compact, and install vegetative stabilization.  Remove trees and associated rootball. Backfill erosional area, install new riprap, and vegetative stabilization.  Remove trees and associated rootball. Regrade slope, backfill erosional area, install new riprap, and vegetative stabilization.	Remove headwalf, Install new headwalf, backfill erosional area, and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.  X X X X X X X X X X X X X X X X X X X

#### FEMA Category D Engineering Services Jack Smith Creek Drainage Basin

roject ID	Location ID (OID)	FEMA Site ID	Project Type	Project Activity	Survey	SUE	Civ
	665	96	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.			X
1-22							
	812	113	Culvert	Remove 40 linear feet of dual 60° CMP culverts and asphalt paving. Install 40 linear feet of new dual 60° CMP culverts. Backfill erosional area, install new asphalt pavement in-kind, and install vegetative stabilization.	x	X	,
1-23	409	42	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
200	410	43	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	4	1	Slope Stabilization	Remove remnants of CMU retaining wall. Install new CMU retaining wall. Backfill eroded areas and install vegetative stabilization.			
1.74	5	2	Culvert	Remove and replace 90 LF of 54 inch RCP culvert.			
1-24	813	Not assigned	Slope Stabilization	Remove remnants of CMU retaining wall. Install new CMU retaining wall. Backfill eroded areas			1
	14	3	Slope Stabilization	and install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.			
	15	4	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-25	810	112	Slope Stabilization / Culvert	Remove portions of wooden retaining wall, concrete wing wall, and 8 linear feet of 12" RCP. Install 8 linear feet of 12" RCP, backfill erosional areas, install wooden retaining wall in kind, Install new concrete wing wall, and install vegetative stabilization.	x	x	
1-26	651	94	Slope Stabilization	Remove stumps and associated rootballs. Backfill erosional areas and install vegetative stabilization.		7	
1-20	652	95	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.			
1-27	634	91	Slope Stabilization	Remove concrete apron, backfill erosional areas, replace concrete apron, and install vegetative stabilization.	x		
	635	92	Slope Stabilization	Remove riprap, backfill erosional area, replace riprap, and install vegetative stabilization.			
1-28	628	90	Slope Stabilization / Culvert / Outlet Protection	Remove 8 linear feet of 28" x 18" elliptical CMP, headwall and concrete slope protection.  Install 8 linear feet of new 28" x 18" elliptical CMP and concrete headwall. Backfill erosional area, install concrete slope protection, and install vegetative stabilization.	x		
1-29	627	89	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.			
1-30	600	82	Slope Stabilization	Remove uprooted trees and associated rootballs. Backfill erosional areas and install vegetative			
	598	80	Slope Stabilization	stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.	-		
	599	81	Culvert	Remove 4 linear feet of 18" RCP. Install 4 linear feet of new 18" RCP, backfill erosional area			
1-31	617	86	Outlet Protection	and install vegetative stabilization.  Remove masonry wingwall and concrete slope protection. Regrade slope, back fill material, and replace masonry wingwall and concrete slope protection. Install vegetative stabilization around disturbed areas.	X		
61	573	74	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.			
1-32	577	75	Slope Stabilization	Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.			
1-33	592	78	Slope Stabilization	Remove concrete curb outlet. Backfill erosional area, install new concrete curb outlet, and	x		
1-34	582	76	Slope Stabilization	install vegetative stabilization.  Backfill erosional areas and install vegetative stabilization.			
1-35	586	77	Slope Stabilization				
1-36	607	83	Slope Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.			+
1-37	621	87	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.	X		
1-38	805	108	Slope Stabilization	Remove retaining wall and install new wooden retaining wall. Back fill material, compact, and install vegetative stabilization.	х	х	
1-39	75	5	Culvert	Remove approximately 40 linear feet of 15" RCP. Install approximately 40 linear feet of new 15" RCP. Backfill erosional area and install vegetative stabilization.	Х	Х	

#### FEMA Category D Engineering Services Jack Smith Creek Drainage Basin

Project ID	Location ID	FEMA Site ID	Project Type	Project Activity	Services		
THE PARTY IS	(OID)			Project Activity	Survey	SUE	Civ
	120	6	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-40	121	7	Slope Stabilization	Remove uprooted trees and associated rootballs. Backfill erosional areas and install vegetative stabilization.	х	STATE OF THE PARTY NAMED IN	×
	133	10	Slope Stabilization	Remove various slope drains and riprap. Backfill erosional areas, install new slope drains and riprap, and install vegetative stabilization.			
1-41	152	12	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	×		X
	344	31	Slope Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.			
	350	32	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	355	33	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.		х	
1-42	379	36	Slope Stabilization	Remove concrete flume. Backfill erosional area, install new concrete flume, and install vegetative stabilization.  Remove uprooted trees and associated rootballs. Backfill erosional areas and install	Х	х	×
	156	13	Slope Stabilization / Culvert	vegetative stabilization.  Remove 4 LF of 12" RCP. Regrade ditch slopes, backfill erosional areas, and replace 4 LF			
	160	14	Slope Stabilization	of 12" RCP. Install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.			
1-43	178	17	Slope Stabilization	Remove uprooted trees and associated rootballs. Backfill erosional areas and install	x		
(32	373	34	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	X	X	×
	808	111	Slope Stabilization	Regrade slope, back fill erosional areas, and install vegetative stabilization,			
	163	15	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-44	166	16	Slope Stabilization	Backfill erosional area and install vegetative stabilization.	X	X	X
	374	35	Culvert	Remove 196 linear feet of 18" RCP. Install 196 linear feet of new 18" RCP pipe, backfill			
1-45	807	110	Slope Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.			x
	137	11	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-46	806	109	Slope Stabilization	Remove riprap. Regrade slope, backfill erosional area, install new riprap, and vegetative stabilization.			Х
1-47	124	8	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			x
	127	9	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			1 12



#### FEMA Category D Engineering Services Jimmies Creek Drainage Basin

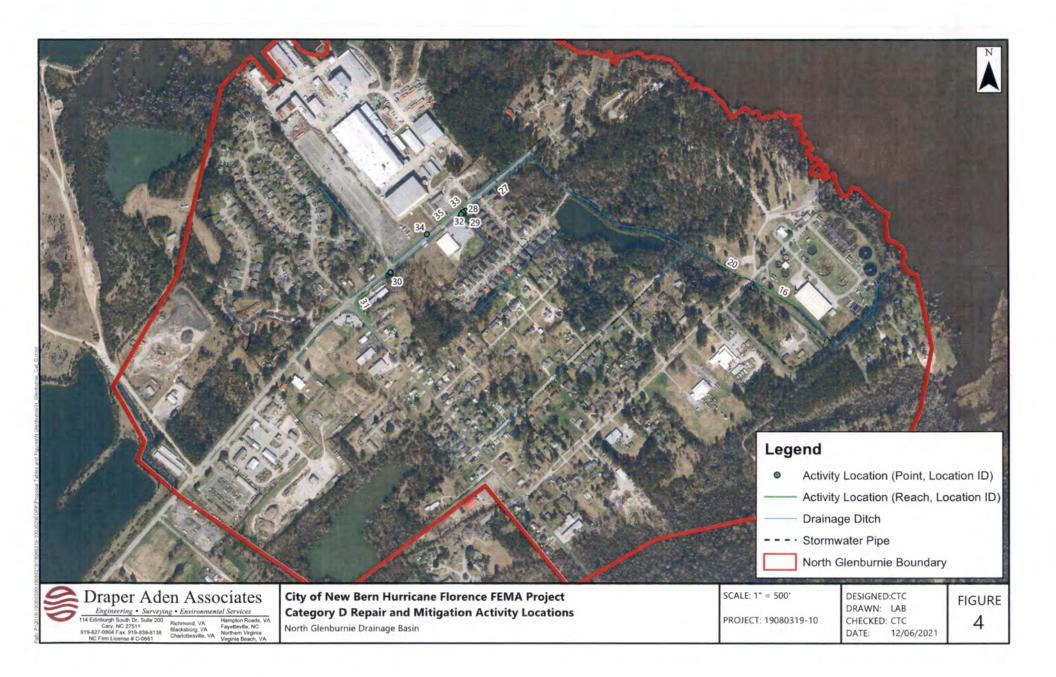
Project ID	Location ID	FEMA Site	Project Type	Devices Activity	S	ervices	
	(OID)	ID	rioject type	Project Activity	Survey	SUE	Cív
	449	4	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	493	15	Slope Stablization	Regrade slope, backfill erosional area, and install riprap and vegetative stabilization.			
1-1	494	16	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-1	476	12	Slope Stablization	Remove riprap. Backfill erosional area, install new riprap and vegetative stabilization.			×
	480	13	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	484	14	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	500	17	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-2	501	18	Slope Stablization	Regrade slope, backfill erosional area, and install riprap and vegetative stabilization.	X		X
	503	19	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1.2	558	33	Slope Stablization	Backfill erosional area and install vegetative stabilization.			
1-3	559	34	Slope Stablization	Backfill erosional area and install vegetative stabilization.			X
	544	31	Slope Stablization	Backfill erosional area and install vegetative stabilization.			
1-4	556	32	Slope Stablization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			Х
- 7.	530	27	Slope Stablization	Backfill erosional area and install vegetative stabilization.			
1-5	540	30	Slope Stablization	Backfill erosional area and install vegetative stabilization.			Х
- 2 c V	509	20	Slope Stablization	Remove tree and associated root ball. Regrade slope, back fill, and install vegetative stabilization.			
1-6	510	21	Slope Stablization	Remove wooden fence. Back fill material, compact, and install vegetative stabilization.			X
	512	22	Slope Stablization	Reinstall wooden fence.  Regrade slope, backfill erosional area and install vegetative stabilization.			
1-7	513	23	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	×		×
	514	24	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-8	522	26	Slope Stablization	Remove trees, riprap berm, and silt fence as needed to access site. Regrade slope,			х
	465	8	Slope Stablization	back fill material, compact and replace riprap. Install vegetative stabilization around  Backfill erosional area and install vegetative stabilization.			
3	468	9	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-9	471	10	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	X		Х
	520	25	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	462	6	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-10	463	7	Slope Stablization	Backfill erosional area, install new riprap and vegetative stabilization.			X
	533	28	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-11				Remove riprap. Backfill erosional material, install new riprap and vegetative			X
1-12	534	29	Slope Stablization	stabilization.  Remove concrete apron. Backfill erosional areas, install new concrete apron, and install		$\dashv$	
1-12	473	11	Slope Stablization	vegetative stabilization.	X		X
	461	5	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	Х		X
1-14	602	43	Slope Stablization	Back fill material, compact, and install vegetative stabilization.			X
	575	38	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-15	581	39	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	X		X
	606	44	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	567	35	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-16	570	36	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	×		Х
	572	37	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.		. 8	

### FEMA Category D Engineering Services Jimmies Creek Drainage Basin

Project ID	Location ID	FEMA Site	Project Type	Project Activity	3	ervices	
rroject ID	(OID)	ID	Project Type	roject namely	Survey	SUE	Civi
	590	40	Slope Stablization	Remove uprooted tree and associated rootball. Backfill erosion area and install vegetative stabilization.			1
	591	41	Slope Stablization	Backfill erosional area and install vegetative stabilization.		x	
1-17	593	42	Slope Stablization	Remove masonry block retaining wall. Back fill material, compact, and replace concrete masonry block retaining wall. Install vegetative stabilization for all disturbed areas.	х		X
	631	50	Slope Stablization	Remove geotextile underlayment and riprap. Backfill erosional area, install new geotextile underlayment and riprap, and install vegetative stabilization.			
1-18	633	51	Slope Stablization	Remove uprooted tree and associated rootball. Backfill erosion area and install vegetative stabilization.	x		x
1-19	636	52	Slope Stablization	Remove concrete slope protection. Backfill erosional area, install new concrete slope protection, and install vegetative stabilization.	×		×
1-20	637	53	Slope Stablization	Regrade slope, back fill material, compact, and install vegetative stabilization.			×
	676	65	Slope Stablization	Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.			
	677	66	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-21	679	67	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	×		×
	681	68	Slope Stablization	Backfill erosional areas and install vegetative stabilization.			
1-22	675	64	Slope Stablization	Remove uprooted trees and associated rootball. Backfill erosion areas and install	х		×
1-23	721	84	Slope Stablization	veqetative stabilization.  Remove trees and associated rootballs. Regrade slope, backfill erosional area and install			x
1-24	703	77	Slope Stablization	vegetative stabilization. Remove uprooted trees and associated rootball. Backfill erosion areas and install	x		x
1-25	701	76	Slope Stablization	vegetative stabilization.  Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.	х		×
1-26	699	75	Slope Stablization	Remove uprooted trees and associated rootball. Backfill erosion areas and install	- "		X
1-20	623	47		vegetative stabilization.  Remove ashpalt and concrete apron. Backfill erosional area, install new concrete apron, install			^
1.5			Slope Stablization	new asphalt, and install vegetative stabilization.  Remove shrub and associated rootball. Backfill erosional area and install vegetative			
1-27	624	48	Slope Stablization	stabilization.  Remove and relay approximately 16 linear feet of 24" HDPE piping, Backfill erosional area and	x	X	×
	626	49	Slope Stablization / Culvert	install vegetative stabilization.  Remove 4 linear feet of 36" RCP, uprooted trees, and associated rootballs. Install 4 linear feet	-		
1-28	646	55	Slope Stablization	of new 36" RCP, backfill erosional areas, and install vegetative stabilization.	x		×
	647	56	Slope Stablization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.			
	649	57	Slope Stablization	Regrade slope, backfill erosional area, and install vegetative stabilization.			
	650	58	Slope Stablization	Regrade slope, backfill erosional area, and install vegetative stabilization.			
1-29	653	59	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	×		×
	654	60	Slope Stablization	Remove rootball from tree removed as part of Category A debris removal. Backfill erosional area and install vegetative stabilization.			
	656	61	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
	608	45	Slope Stablization	Backfill erosional area and install vegetative stabilization.			
1-30	610	46	Slope Stablization	Backfill erosional area and install vegetative stabilization.			×
	642	54	Slope Stablization	Backfill erosional area and install vegetative stabilization.			
	686	69	Slope Stablization	Backfill erosional areas and install vegetative stabilization.			
	691	70	Slope Stablization	Backfill erosional areas and install vegetative stabilization.			
1-31	694	71	Slope Stablization	Backfill erosional areas and install vegetative stabilization.	×	x	×
	696	72	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-32	661	62	Slope Stablization	Backfill erosional area and install vegetative stabilization.			×
1-33	664	63	Slope Stablization	Backfill erosional areas and install vegetative stabilization.			x
1-34	720	83	Slope Stablization / Culvert	Remove approximately 52 linear feet of 18" RCP, riprap, and asphalt. Install approximately 52 linear feet of new 18" RCP. Backfill erosional areas, install new riprap, install new asphalt	×	×	x

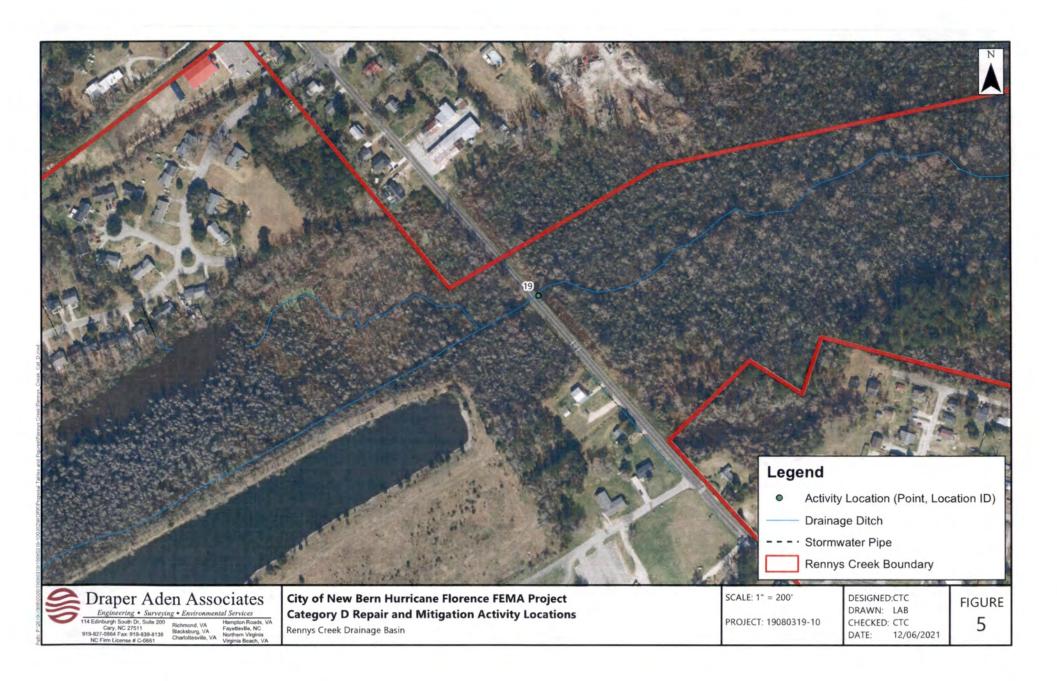
#### FEMA Category D Engineering Services Jimmies Creek Drainage Basin

Project ID	Location ID	FEMA Site	Project Type	Project Activity	Services		
	(OID)	ID			Survey	SUE	Civil
1-35	708	78	Slope Stablization	Backfill erosional areas and install vegetative stabilization.			
1-33	710	79	Slope Stablization	Remove riprap. Backfill erosional area, install new riprap , and vegetative stabilization.			X
	716	80	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-36	717	81	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			х
	718	82	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.	7		
	7	85	Slope Stablization	Remove riprarp and woven geotextile. Backfill erosional area, replace riprap and geotextile underlayment, and install vegetative stabilization.			
1-37	9	2	Slope Stablization	Regrade slope, backfill erosional area and install vegetative stabilization.			Х
	65	3	Culvert	Repair joint seperation with self tapping screw.			
1-38	697	73	Slope Stablization	Backfill erosional areas and install vegetative stabilization.			
1-36	698	74	Slope Stablization	Remove trees and associated rootballs. Regrade slope, backfill erosional area and install vegetative stabilization.			х



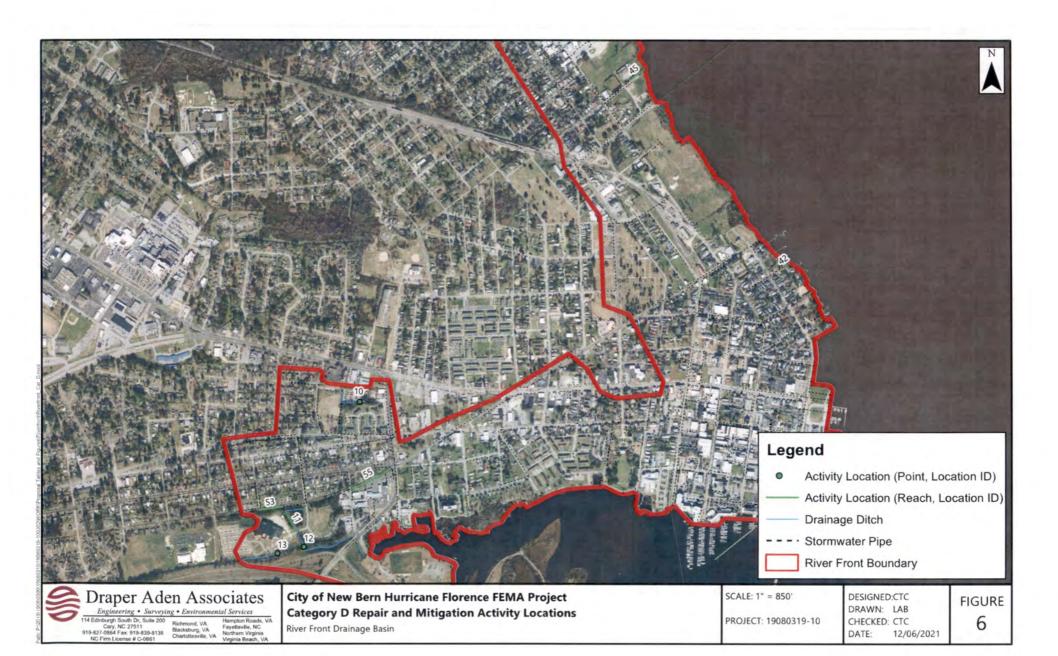
#### FEMA Category D Engineering Services North Glenburnie Drainage Basin

Project ID	Location ID	FEMA Site	MA Site   Project Type   Project Activity	Desired Resides	S		
	(OID)	ID	riojec type	Project Activity	Survey	SUE	Civil
	27	3	Slope Stabilization / Outlet Protection	Regrade slope, backfill erosional area and install vegetative stabilization.			
	28	4	Slope Stabilization / Outlet Protection	Regrade slope, backfill erosional area and install vegetative stabilization.			
	29	5	Slope Stabilization / Outlet Protection	Regrade slope, backfill erosional area and install vegetative stabilization.			
	30	6	Slope Stabilization / Outlet Protection	Regrade slope, backfill erosional area and install vegetative stabilization.			1
	31	7	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-1	32	8	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
	33	9	Slope Stabilization	Remove riprap. Regrade slope, backfill erosional area, and install riprap and vegetative stabilization.			
	34	10	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	35	11	Slope Stabilization / Outlet Protection	Remove riprap. Regrade slope, backfill erosional area, and install riprap and vegetative stabilization.			
1-2	16	1	Slope Stabilization	Regrade slope, backfill erosional area, and install riprap and vegetative stabilization.			.,
1-2	20	2	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	X		X



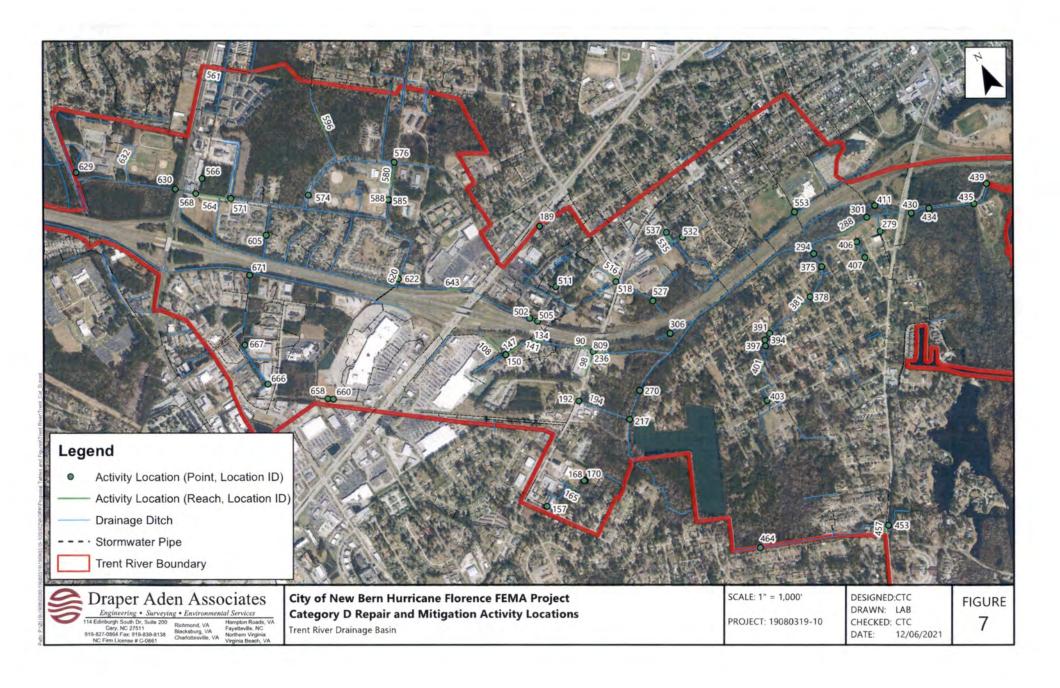
#### FEMA Category D Engineering Services Rennys Creek Drainage Basin

Project ID			THE RESERVE TO SERVE THE PARTY OF THE PARTY		S	ervices	
	(OID)	ID ID	Project Type	Project Activity	Survey	SUE	Civil
1-1	19	1	Slope Stabilization/Outlet Stabilization	Backfill erosional area and install vegetative stabilization.	57.7	The Real Property lies	X



#### FEMA Category D Engineering Services Riverfront Drainage Basin

Project ID Lo	Location ID	FEMA Site	Project Type	Bullion Back No.		Services		
(OID) ID		ID	Project Type	Project Activity	Survey	SUE	Civil	
1-1	45	6	Culvert / Slope Stabilization	Remove approximately 270 linear feet of 18" VCP. Install approximately 270 linear feet of RCP. Backfill erosional area and install vegetative stabilization.	x		x	
1-2	42	5	Culvert / Slope Stabilization	Remove approximately 20 liner feet of 36" RCP. Install approximately 20 linear feet of 36" RCP. Backfill erosional soils and install vegetative stabilization.			x	
1-3	10	1	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			X	
1-4	55	8	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			х	
1-5	53	7	Culvert / Slope Stabilization	Remove approximately 340 linear feet of 15" VCP. Install approximately 340 linear feet of RCP pipe. Backfill erosional area and install vegetative stabilization.			x	
	11	2	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				
1-6	12	3	Slope Stabilization	Slope Stabilization Regrade slope, backfill erosional area, and install riprap and vegetative stabilization			X	
1-7	13	4	Slope Stabilization	Replace riprap.			X	



## FEMA Category D Engineering Services Trent River Drainage Basin

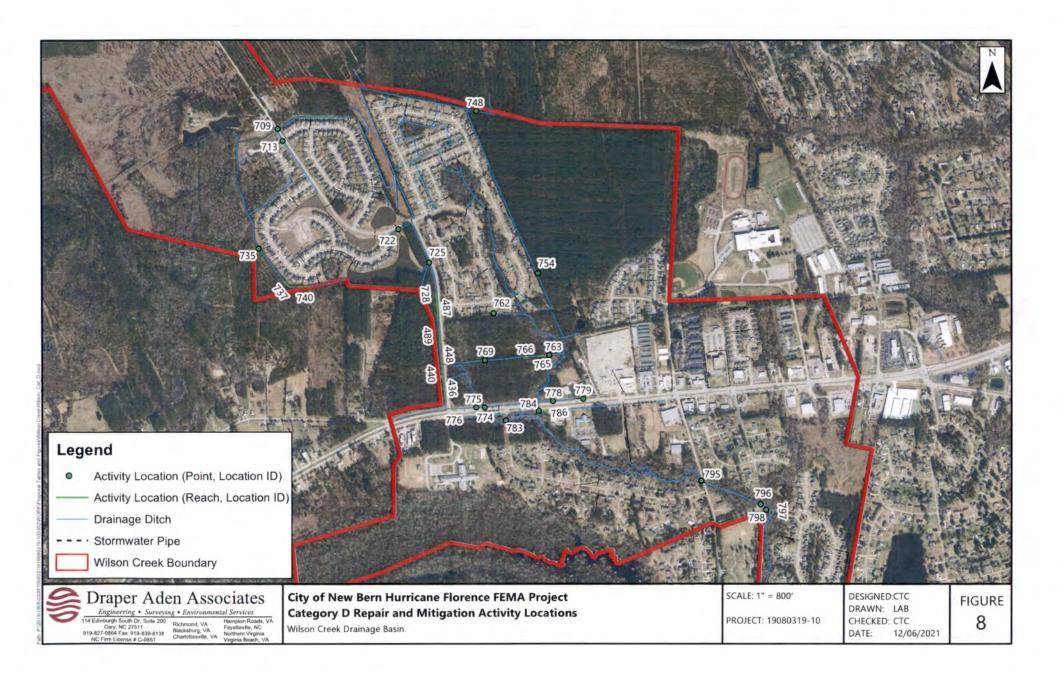
Project ID	Location ID	FEMA Site	A Site Project Type	Project Activity	Services		
roject ib	(OID)	ID	Project Type	Project Activity	Survey	SUE	Civ
1-1	629	65	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	632	67	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			×
1-2	630	66	Slope Stabilization	Remove riprap. Backfill erosional areas and install new riprap and vegetative stabilization.			х
1-3	561	51	Slope Stabilization	Remove asphalt, curb and gutter, and riprap. Regrade slope, backfill erosional areas, and install new asphalt, curb and gutter, riprap, and vegetative stabilization.	х		x
	564	52	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-4	566	53	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.			
1-4	568	54	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			×
	571	55	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-5	605	62	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install vegetative stabilization.			×
1-6	574	56	Slope Stabilization	Remove riprap and crushed asphalt. Backfill erosional areas, install new riprap, crushed asphalt, and vegetative stabilization.			×
1-7	596	61	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
	576	57	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	580	58	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-8	585	59	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	X		×
	588 60 Culvert /		Culvert / Slope Stabilization	Remove 15 linear feet of 15" CMP. Install 15 linear feet of new 15" CMP, backfill erosional			
1-9	671	73	Slope Stabilization	area, and install vegetative stabilization.  Backfill erosional area and install vegetative stabilization.	-		3
	666	71	Slope Stabilization	Remove riprap. Backfill erosional areas and install new riprap and vegetative stabilization.			
1-10	1-10 667	72	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
3110	658	69	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-11	660	70 Slope Stabilization Remove 16 linear feet of 42" RCP. Install 16 linear feet of 42" RCP, backfill erosional area, and		×		×	
	620	63	Slope Stabilization	install vegetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.			
1-12	1-12		Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
1-13	643	68	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
	189	13	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-14	511	44	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			X
	502	42	Slope Stabilization	Backfill erosional areas and install vegetative stabilization.			
1-15	505	43	Slope Stabilization	Remove riprap, backfill ersoional areas, replace riprap and install vegetative stabilization.			×
	516	45	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-16	518	46	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			×
	532	48	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-17	535	49	Slope Stabilization	Remove concrete apron. Regrade slope, backfill erosional area, and install new concrete apron	×		×
	537	75	Slope Stabilization	and vegetative stabilization.  Remove approximately 4 linear feet of 30" RCP. Install 4 linear feet of new RCP, backfill	- 1		
1-18	527	47	Slope Stabilization	erosional area, and install vegetative stabilization.  Remove uprooted trees and associated root balls, backfill erosional area, and install vegetative stabilization.			×
1-19	553	50	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
1-20	108	4	Slope Stabilization	Remove riprap. Regrade slope, backfill erosional area, and install riprap and	x		×
707	147	7	Slope Stabilization	veqetative stabilization.  Regrade slope, backfill erosional area and install vegetative stabilization.			- 12
1-21	150	8	Slope Stabilization	Remove riprap. Regrade slope, backfill erosional area, install new riprap and vegetative			X

## FEMA Category D Engineering Services Trent River Drainage Basin

Project ID	Location ID	FEMA Site	Project Type	Project Activity	Services		
roject ID	(OID)		Project Activity		Survey	SUE	Civ
1-22	134	5	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	x		×
1-22	141	6	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	^		,
	90	2	Slope Stabilization	Remove concrete slope drain. Regrade slope, backfill erosional area, and install new concrete slope drain and vegetative stabilization.			
	98	3	Slope Stabilization	Remove concrete apron. Regrade slope, backfill erosional area, and install new concrete apron and vegetative stabilization.			
1-23	236	17	Slope Stabilization	Regrade slope, backfill erosional area, and install riprap and vegetative stabilization.	X		×
	809	74	Slope Stabilization	Remove existing headwall, 16 linear feet of 60" RCP, and riprap and geotextile underlayment. Install 16 linear feet of 60" RCP and headwall. Backfill erosional areas and install riprap and geotextile underlayment and vegetative stabilization.			
	192	14	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			T.
1-24	194	15	Slope Stabilization	Remove uprooted tree and associated root ball, backfill erosional area, and install vegetative stabilization.			×
	157	9	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
	165	10	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-25	168	11	Slope Stabilization	Remove riprap. Regrade slope, backfill erosional area, install new riprap and vegetative			×
	170	12	Slope Stabilization	stabilization.  Backfill erosional area and install vegetative stabilization.			
	217	16	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-26	270	270 18 Slope Stabilization Remove uprooted tree and associated root ball, backfill erosional area, and install		X		)	
1-27	306	23	Slope Stabilization	regetative stabilization.  Remove uprooted tree and associated root ball, backfill erosional area, and install vegetative stabilization.			,
1-28	403	31	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install vegetative stabilization.			)
1-29	401	30	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			>
	391	27	Slope Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.	n.		
1-30	394	28	Slope Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			)
	397	29	Slope Stabilization / Outlet Stabilization	Remove crushed concrete, backfill erosional area, install new riprap and vegetative stabilization.			
7.2	378	25	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-31	381	26	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			×
1-32	294	21	Slope Stabilization	Remove uprooted tree and associated root ball, backfill erosional area, and install			,
	406	32	Culvert / Slope Stabilization	vegetative stabilization.  Remove riprap and 4 linear feet of 18" RCP. Install 4 linear feet of 18 RCP, backfill			
1-33	407	33	Slope Stabilization / Outlet Protection	erosional area, and install new riprap and vegetative stabilization.  Remove riprap, backfill erosional area, install new riprap and vegetative stabilization.			,
	288	20	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			
1-34	301	22	Slope Stabilization	Remove uprooted trees and associated root balls, backfill erosional area, and install			>
	375	24	Slope Stabilization / Outlet Protection	vegetative stabilization.  Remove riprap. Regrade slope, backfill erosional area, install new riprap and vegetative			
1-35	279			stabilization.  Remove 9 linear feet of 18" RCP. Install 9 linear feet of new 18" RCP, backfill erosional	x		>
1-55		19	Culvert / Slope Stabilization	area, and install vegetative stabilization.  Remove uprooted tree and associated root ball, backfill erosional area, and install	^		
1-36	411	34	Slope Stabilization	vegetative stabilization.  Remove riprap and undermined pavement. Backfill erosional area, install new riprap,			)
	430	35	Slope Stabilization	and install vegetative stabilization.  Remove uprooted trees and associated root balls, backfill erosional area, and install			
1-37	434	36	Slope Stabilization	vegetative stabilization.	х		,
	435	37	Slope Stabilization	Remove crushed concrete, backfill erosional area, and install crushed concrete and veqetative stabilization.			
1	439	38	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			
1-38	464	41	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			>

### FEMA Category D Engineering Services Trent River Drainage Basin

Project ID	Location ID	FEMA Site	Project Type	Project Activity		Services		
,	(OID) ID	ID	, injusticipal			SUE	Civil	
1-39	453	39	Slope Stabilization / Outlet Stabilization	Remove riprap , backfill erosional area, install new riprap and vegetative stabilization.			.,	
		40	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			X	



### FEMA Category D Engineering Services Wilson Creek Drainage Basin

Project ID	Location ID	FEMA Site ID	ite ID Project Type	Declare Assista		Services		
riojectio	(OID)	PENIA SICE ID	Project Type	Project Activity	Survey	SUE	Civ	
1-1	709	6	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			×	
	713	7	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			,	
1-2	748	14	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			)	
1-3	722	8	Slope Stabilization	Backfill erosional area and install vegetative stabilization.			>	
1-4	725	9	Slope Stabilization / Outlet Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.			)	
	436	1	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				
	440	2	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				
1-5	448	3	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	X		1	
	487	4	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	100			
	489	5	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.	1			
	728	10	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				
1-6	754	31	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
1-7	762	32	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
1-8	783	24	Slope Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.			3	
1-9	795	27	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	796	28	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
1-10 797	797	29	Culvert / Slope Stabilization	Remove approximately 35 linear feet of 36" RCP and asphalt pavement. Install new 36" RCP, backfill erosional materials, install asphalt pavement in-kind, and install vegetative stabilization.	x		3	
	798	30	Slope Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.				
	735	11	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				
1-11	737	12	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				
	740	13	Slope Stabilization	Remove concrete debris. Regrade slope, backfill erosional area, replace concrete debris, and install vegetative stabilization.				
	763	15	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
1-12	765	16	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.			)	
A 2	766	17	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	769	18	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	774	19	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	775	20	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	776	21	Slope Stabilization	Remove riprap. Backfill erosional area, install new riprap, and vegetative stabilization.				
1-13	778	22	Slope Stabilization	Backfill erosional area and install vegetative stabilization.	X		1	
	779	23	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	784	25	Slope Stabilization	Backfill erosional area and install vegetative stabilization.				
	786	26	Slope Stabilization	Regrade slope, backfill erosional area and install vegetative stabilization.				



# Hurrucane Florence - Category A & D (Drainage Improvements) RFQ Evaluation Rankings

<b>NEW BERN</b>	RFQ - REVIEWERS						
NORTH CAROLINA	Matt Montanye Director of Public Works	George Chiles Staff Engineer	Jordan Hughes, PE City Engineer	Lori Colon Purchasing Manager	TOTAL SCORE		
Draper Aden Associates	125	129	126	119	499		
LDSI Engineering	121	108	123	142	494		
MBF Architects	105	119	121	137	482		
Avolis Engineering	110	61	115	137	423		
Summit Engineering	108	91	109	115	423		
Wethrell Engineering	108	69	106	127	410		

## **AGENDA ITEM COVER SHEET**



Agenda Item Title:

Consider a resolution to add a conservation easement on an 8.2 acre parcel of City owned property identified as Tax Parcel ID 8-244-021 adjacent to Martin Marietta Park

Date of Meeting: 4/26/2	2022	Ward # if applicable: 5		
Department: Administrat	tion	Person Submitting Item: Foster Hughes		
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing:		
Explanation of Item:	Trust Fund sind Easement at the	been working with the Clean Water Management nce 2018 to reduce the existing Conservation ne Park. This easement will be offset by adding		
Actions Needed by Board:	new conservation easement on adjacent City owned propert Adopt the Resolution			
Backup Attached:	Resolution – M	1emo - Map		
Is item time sensitive?	□Yes ⊠No			
		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:** 

#### 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
Kimberly Ostrom
Director of Finance

To: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: April 22, 2022

Subject: Conservation Easement on 8.2-acre parcel of City owned property

adjacent to Martin Marietta Park

## **Background Information:**

In 2018, during the Martin Marietta Park planning stage, we discovered a conservation easement to all bodies of water that limited recreation activity. At that time, the City began working with Clean Water Management Trust Fund to ease those restrictions to allow recreation activities adjacent to the water.

In consideration for easing those restrictions, the Clean Water Management Trust Fund inquired as to placing a conservation easement on an adjacent 8.2-acre parcel of city owned property (Parcel ID 8-244-021) to offset the existing easement at the park. On July 24, 2018, the Board of Aldermen approved this request.

Since that time, we have been working with the Clean Water Management Fund and the State Property Office to amend the original easement to add additional reserved rights on the Martin Marietta property, and work to record a new conservation easement on the property in question.

## Recommendation:

Parks and Recreation recommends approval of this resolution.

RESOLUTION

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

BERN:

That the deed of conservation easement dated April 26, 2022 by and between the City of

New Bern and the State of North Carolina acting by and through North Carolina Land and Water

Fund, 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 26th DAY OF APRIL, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

## CONSERVATION EASEMENT Windy Hills Property

Prepared by: City of New Bern and North Carolina Land and Water Fund

After Recording Return to: North Carolina Land and Water Fund, 1651 Mail Service Center, Raleigh, NC 27699-1651

NORTH CAROLINA Tax Parcel No. 8-244-021 CRAVEN COUNTY NCLWF No. 1998B-504

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made, given, granted, and executed on this the 26th day of April, 2022, by and between CITY OF NEW BERN, a local government of the State of North Carolina ("Grantor"), its address being: 300 Pollock Street, New Bern, NC 28560, and the STATE OF NORTH CAROLINA ("Grantee" or "State"), its address being: Attn: NCLWF Real Property Agent, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321, acting by and through NORTH CAROLINA LAND AND WATER FUND a.k.a. North Carolina Clean Water Management Trust Fund, a division of the North Carolina Department of Natural and Cultural Resources ("Fund"), its address being: Attn: Contract Administrator, North Carolina Land and Water Fund, 1651 Mail Service Center, Raleigh, North Carolina 27699-1651. Grantor and Grantee may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

- A. Grantor owns in fee simple absolute certain real property lying and being in Number Eight Township, Craven County, North Carolina, which consists of 8.3 acres, and which is more particularly described in "Exhibit A" which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Property").
- B. Grantor is a North Carolina local government. Grantor's Parks and Recreation Department will help manage and maintain the Property.

- C. The State has enacted the Conservation and Historic Preservation Agreements Act (the "Act"), Chapter 121, Article 4 of the North Carolina General Statutes ("N.C.G.S."), which provides for the enforceability of restrictions, easements, covenants, and conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition . . . ."
- D. The North Carolina Land and Water Fund a.k.a. North Carolina Clean Water Management Trust Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land on behalf of the State:
  - for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses,
  - for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs,
  - · to provide buffers around military bases to protect the military mission,
  - that represent the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes, and
  - that contribute to the development of a balanced State program of historic properties.
- E. Grantor and Grantee have agreed that the entire Property shall be subject to this Conservation Easement. As aforementioned, the Property is more particularly described in Exhibit A.

The Property has the following conservation values and serves the following conservation purposes:

- to preserve, enhance, restore, and maintain the natural features and resources of the riparian buffer, to control runoff of sediment, and to improve and maintain the water quality, of portions of the Neuse River, Taylors Creek, and their tributaries,
- to preserve and maintain the natural features and resources of the riparian buffer, and to provide environmental, educational, and recreational uses, including riparian greenway along portions of the Neuse River, Taylors Creek, and their tributaries,
- to protect and preserve the ecological diversity including natural features such as depressional swamp forest for recreational, scientific, educational, cultural, and aesthetic purposes,

Moreover, Grantor and Grantee recognize that the Property has other conservation values and purposes, including fish and wildlife conservation, open space values, and scenic values (hereinafter, collectively with the conservation values described in this Section E of the Recitals and the conservation purposes of this Conservation Easement, the "Conservation Values").

- F. Grantor has received a grant from Fund in accordance with Grant Contract No. 1998B-504 between Grantor and Fund dated August 24, 1999 (the "Grant Contract"). In the Grant Contract, Grantor agreed to enter into a Conservation Easement recorded in Craven County Register of Deeds Book 2304, Page 699 ("Martin Marietta Conservation Easement"). The terms and conditions of the Grant Contract are incorporated herein by reference as if fully set forth herein. The Grant Contract is on file and available for public inspection in the offices of Grantor and Fund. The Grant Contract and the Martin Marietta Conservation Easement are collectively referred to herein as the "Project."
- G. Grantor and Grantee agreed to amend the Martin Marietta Conservation Easement to add additional recreational reserved rights, which was approved by the Fund's Board of Trustees as its June 5, 2018 meeting. To offset any impact to Conservation Values on the Martin Marietta Conservation Easement, Grantor agreed to enter into this Conservation Easement on the Property.
- H. Grantor and Grantee acknowledge that the Property is currently unencumbered except as permitted in **Article V** of this Conservation Easement. The Property's characteristics, its current use, and its state of improvement are described in **Exhibit B**, which is attached hereto and incorporated herein by reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby unconditionally and irrevocably gives, grants, and conveys forever and in perpetuity to Grantee, its successors and assigns, and Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, on, over, under, through, above, and across the Property, together with the right and easement to preserve and protect the Conservation Values.

The purpose of this Conservation Easement is to protect and preserve the Conservation Values as outlined above in **Section E** of the Recitals including the conservation purposes and it shall be so held, maintained, and used therefor. Grantor hereby conveys to Grantee all development rights that are now or hereafter allocated to, or are implied or inherent in, the Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any other property. It is the further purpose of this Conservation Easement to prevent any use of the Property that will impair or interfere with the preservation of the Conservation Values. Grantor intends that this Conservation Easement will restrict the use of the Property to such activities as are consistent with the Conservation Values.

FURTHER, for the purpose of providing uninterrupted access to the Property, Grantor grants and conveys unto Grantee, its successors and assigns, a perpetual right of ingress, egress, and regress to and from the Property (1) in that certain 60 foot wide easement described in the deed recorded in Book 1021 at Page 979 in the Craven County Registry, and further described in **Exhibit A** as

providing access to the Property from the terminus of Sunrise Way, and (2) in any other right-of-way appurtenant to the Property.

### ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee, its successors and assigns, against Grantor, its representatives, successors, assigns, lessees, agents, and licensees.

### ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves the right accruing from the fee simple ownership of the Property to engage in or permit others to engage in the uses of the Property that are not inconsistent with this Conservation Easement or the Conservation Values. All rights specifically reserved by Grantor are reserved for Grantor and its successors and assigns and are considered to be consistent with this Conservation Easement and the Conservation Values. The Parties acknowledge and agree that they have no right to agree to any activity that would result in the termination of this Conservation Easement.

The Property shall be restricted from any development or usage that would impair or interfere with the Conservation Values including the purposes of this Conservation Easement. The following uses are reserved as indicated:

- A. Access and Use. Grantor reserves the right to allow access and use of the Property for the purposes of the activities permitted herein. Grantor reserves the right to generate income from individuals and groups related to the activities permitted under the rights reserved herein, so long as the activities are not detrimental to the Conservation Values.
- B. <u>Passive Recreational Use</u>. Grantor reserves the right to engage in and to permit others to engage in passive recreational uses of the Property that do not require surface alteration of the land and pose no threat to the Conservation Values. By way of illustration, such passive recreational uses may include hiking, walking, scientific study, animal/plant observation, nature and environmental education, historic tours, photography, so long as such uses are consistent with the maintenance of the Conservation Values, and such uses are subject to all applicable federal, state, and local laws and regulations.
- C. Existing Roads and Trails. Grantor reserves the right to maintain existing unpaved roads and trails on the Property. These roads and trails shall not be paved without prior written approval of Fund. The existing roads and trails may be stabilized with gravel and permanent vegetation. Associated ditches, culverts, stream crossings, and bridges may be maintained and replaced as necessary as maintenance of the road or trail. All necessary care shall be taken to maintain existing roads and trails in a manner so as not to impair any Conservation Values. Existing roads and trails shall not be realigned without the prior written approval of Fund.
- D. <u>Motorized Vehicles</u>. Grantor reserves the right to use motorized vehicles on allowed roads and trails for management, maintenance, or stewardship purposes.

- E. New Trails. Grantor reserves the right to construct and maintain new natural surface trails for the purpose of hiking. Grantor further reserves the right to pave trails for non-motorized recreational purposes. All trails must be located a minimum distance of fifty (50) feet from the top of the bank of all surface water, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values. All trail construction involving soil disturbance must follow best practices for sustainable trail design and construction and must have prior written approval by Fund. When required by the terrain, trails may include boardwalks, ramps, and handrails to the extent necessary. Trails may include stream crossings up to twenty (20) feet wide, provided they are permitted by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trails in a manner so as not to impair any Conservation Values either during or after construction. Fund shall have the authority to require the closure of any trail that is detrimental to any Conservation Values. All realignments of trails are subject to the requirements of this Paragraph.
- F. Trail and Recreational Accessories. Grantor reserves the right to construct and maintain park benches, litter receptacles, and directional, educational, and informational signs along existing trails and approved new trails. Grantor further reserves the right to construct and maintain eight (8) observation platforms/camping platforms/fishing platforms/boat docks along existing and approved new trails or on the banks of surface water if allowed and approved by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trail and recreational accessories in a manner so as not to impair any Conservation Values either during or after construction. Fund shall have the authority to require the removal of any trail or recreational accessory that is detrimental to any Conservation Values.
- G. <u>Vegetation Management</u>. Grantor reserves the right to manage vegetation for boundary marking, fencing, signage, fire containment, disease control, insect control, invasive exotic plant control, and removal of conditions that threaten life or property. Methods of vegetation management may include, but are not limited to, selective cutting, prescribed burning, and application of herbicides or pesticides.
- H. Native Community Restoration, Management, and Maintenance. Grantor reserves the right to perform all activities necessary to restore, manage, or maintain the native plant and animal communities on the Property, provided, however, that the conversion of one habitat type to a native habitat type requires prior written approval of Fund. All necessary care shall be taken to protect all Conservation Values, and restoration, management, and maintenance activities shall be carried out in a manner so as not to impair any Conservation Values either during or after the activities.
- I. <u>Stream/Wetland Restoration</u>. Grantor reserves the right to perform all activities necessary to restore and stabilize streams and wetlands to enhance water quality on the Property. Such activities shall be based upon prevailing design and permitting standards. Restoration and stabilization activities shall be based on a design using as many natural materials as possible, shall require prior written approval of Fund, and shall be subject to all applicable regulatory authorities.
  - J. Hunting and Fishing. Grantor reserves the rights to recreational hunting and

recreational fishing and to permit others to hunt and fish on the Property in compliance with all federal, state, and local rules and regulations. Grantor may lease or license the Property for recreational hunting and fishing in accordance with **Article VI**, **Paragraph B**, but such leases and licenses are exempt from the 60-day notification requirement. Recreational hunting and fishing leases and licenses shall be in writing and shall reference this Conservation Easement and shall require tenants and licensees to abide by its terms.

K. <u>Signs</u>. Grantor reserves the right to post the following signs: no trespassing signs, local, state, or federal traffic or similar information signs, for sale or lease signs, signs identifying the Conservation Values of the Easement, signs identifying Grantor as owner of the Property, signs identifying the funders or the holders of Conservation Easements, educational signs, directional signs, and interpretative signs.

## ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property that is inconsistent with this Conservation Easement or the Conservation Values is prohibited. The Property shall be maintained in its natural, scenic, wooded, and open condition and restricted from any development or use that would impair or interfere with this Conservation Easement or the Conservation Values.

Without limiting the generality of the immediately foregoing Paragraph, the following activities and uses are expressly prohibited or restricted on the Property as stated, except to the extent of rights specifically reserved to Grantor in Article II. When an activity or use is prohibited or restricted in, within, on, or of the Property, the activity or use is prohibited or restricted in, on, over, under, through, above, and across the Property.

- A. <u>Industrial and Commercial Use</u>, Industrial and commercial activities and any rights of passage for such purposes are prohibited on the Property.
- B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations and any rights of passage for such purposes are prohibited on the Property.
- C. <u>Disturbance of Natural Features</u>, <u>Plants</u>, <u>and Animals</u>. There shall be no cutting or removal of trees and no disturbance of other natural features on the Property.
- D. <u>Construction of Structures or Improvements.</u> There shall be no constructing or placing of any temporary or permanent structure, improvement, building, fixture, mobile home, asphalt, concrete, or other pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, or facility on the Property.
  - E. Motorized Vehicles. Use of motorized vehicles on the Property is prohibited.
  - F. Signs. Signs are not permitted on the Property.
  - G. Mineral Use, Excavation, Dredging, There shall be no filling, excavation, dredging,

mining, or drilling on the Property. There shall be no removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons, or other materials from the Property. There shall be no change in the topography of the Property in any manner.

- H. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters on the Property. There shall be no construction or other activities that would be detrimental to water quality or that would alter the natural water levels, drainage, sedimentation, or water flow in, on, or over the Property or into any surface waters. There shall be no construction or other activities that would cause soil degradation or erosion. There shall be no diking, dredging, alteration, draining, filling, or removal of wetlands.
- Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the Property is prohibited.
- J. <u>Conveyance and Subdivision</u>. The Property shall not be divided, subdivided, or partitioned. No property interest in the Property, including, but not limited to the fee simple interest, shall be divided, subdivided, or partitioned. Without limiting the foregoing, the Property shall not be conveyed except in its current configuration as a single parcel of property.
- K. Open Space and Development Rights. The Property shall not be used to satisfy open space or density requirements of any cluster or other development scheme or plan. The development rights encumbered by this Conservation Easement shall not be transferred to any other land pursuant to a transfer of development rights scheme, a cluster development arrangement, or otherwise.
- L. <u>Mitigation</u>. There shall be no use of the Property or any portion thereof to satisfy compensatory mitigation requirements under 33 USC Section 1344, N.C.G.S. §143-214.11 or any successor or replacement provision of the foregoing.

## ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement and Remedies. Grantee has the right to prevent and stop any violation of this Conservation Easement, including, but not limited to, preventing and stopping any activity on or use of the Property that is inconsistent with this Conservation Easement or its purposes, and to require the prompt restoration to the condition required by this Conservation Easement of such areas or features of the Property that may have been damaged by such violation, activity, or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of Grantee, Grantee, may notify Grantor in writing of such breach. Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, Grantee may enforce this Conservation Easement by legal proceedings for damages, injunctive relief, and any other legal or equitable remedy. Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Property by acts which may be unlawful or in violation of this Conservation Easement, (b) to otherwise preserve or protect its interest in the Property, and (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, Grantee has the immediate right, without notice, to obtain a temporary restraining order, injunction, or other appropriate relief

if a breach or threatened breach of the terms of this Conservation Easement is or would irreversibly or materially impair the benefits to be derived from this Conservation Easement. Grantor and Grantee acknowledge that under such circumstances damage to Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Contract under which this Conservation Easement was obtained.

- B. Access for Inspection and Right of Entry. Grantee shall have the right, by and through its agents and employees, to enter the Property to inspect the Property for compliance with this Conservation Easement at all reasonable times and with prior notice and, if necessary, cross other lands owned by Grantor for the purposes of (1) inspecting the Property to determine if Grantor is complying with this Conservation Easement and its purposes, (2) enforcing the terms of this Conservation Easement, (3) taking any and all actions with respect to the Property as may be necessary or appropriate with or without order of the Court, to remedy or abate violations hereof, and (4) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by Grantor.
- Termination and Proceeds of Property Rights Created. This Conservation Easement gives rise to a property right that is immediately vested in Grantee at the time of recordation, with a fair market value that is equal to the proportionate value that the Conservation Easement bears to the full value of the whole Property, as if unencumbered by the Conservation Easement, on the date of the recording of this Conservation Easement. This proportionate value shall remain constant. For the purposes of determining any distribution of proceeds pursuant to this Paragraph. Grantor's proportionate contribution to the purchase price shall be deemed to be 25%, and Grantee's proportionate contribution to the purchase price shall be deemed to be 75%. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred, or contributed in consideration for, or as otherwise required as a condition to, the taking, sale, exchange, or involuntary conversion of the Property or part thereof, and any money, damages, or just compensation otherwise awarded as a result of judicial proceedings, minus Grantor's reasonable expenses from such transaction or proceeding. If any Proceeds of Sale are due, payable, or otherwise obligated to the United States government or any department or agency thereof related to funding provided to Grantor, then any such obligation shall be paid or satisfied solely from Grantor's portion of the Proceeds of Sale.
  - 1. Eminent Domain. Whenever all or part of the Property is taken by eminent domain, threatened to be taken by an entity with the power of eminent domain, or acquired, or sought to be acquired, by negotiated sale in lieu of condemnation, whether by public, corporate, or other authority, Grantor shall immediately give notice to Grantee and Fund, and shall take all appropriate actions related to such taking or negotiated sale in coordination with and with the prior written approval of Grantee and Fund, to recover the full fair market value (without regard to any diminution in value attributable to the Conservation Easement) of the taking or acquisition and all incidental, direct, and severance damages resulting from the taking or acquisition. Grantee, its successors and assigns, shall be entitled to its proportionate share of the Proceeds of Sale which shall include, but not be limited to, the proceeds of such taking, sale, exchange, or involuntary

conversion of the Property or any part thereof, and any damage or just compensation otherwise awarded with respect to any judicial proceedings, according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. As allowed by N.C.G.S. §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement as specified above. Nothing herein limits Grantee's right to be included as a named party in any eminent domain action or its right to just compensation for the taking of its property interest.

- Changed Conditions. If a subsequent, unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property or any part thereof for the purposes of this Conservation Easement as set forth herein, and the Conservation Easement is extinguished in whole or in part by judicial proceeding, Grantee, its successors and assigns, shall be entitled to its proportionate share of the Proceeds of Sale which shall include, but not be limited to, the proceeds of any sale, exchange, or involuntary conversion of the Property or any part thereof, and any damage award with respect to any judicial proceedings according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. As allowed by N.C.G.S. §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement as specified above. Nothing herein limits Grantee's right to be included as a named party in any judicial proceedings related to changed conditions.
- 3. Federal Grant Divestment. In the event that Grantee is divested of this Conservation Easement or it is terminated, in whole or in part, pursuant to or by the operation of any grant program of the United States or any agency thereof, or any law, rule, regulation, or policy related to any such grant program, related to a grant obtained by Grantor, Grantor shall pay to Grantee the value of the Conservation Easement or the part thereof of which the State has been divested or has been terminated. The value of the Conservation Easement if divested or terminated in whole shall be 75% of the full fair market value of the Property, as if unencumbered by any federal grant program restrictions or this Conservation Easement, at the time of the divestment or termination. The value of the full fair market value of the part of the Property over which the Conservation Easement is divested or terminated, as if unencumbered by any federal grant program restrictions or this Conservation Easement, at the time of the divestment or termination.
- D. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property resulting from the acts of third parties not authorized by Grantor, or from causes

beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property, or the Property, resulting from such causes.

- E. <u>Costs of Enforcement</u>. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.
- F. No Waiver. Any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

## ARTICLE V. TITLE

Grantor covenants, represents, and warrants (i) that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, (ii) that there is legal access to the Property, (iii) that the Property is free and clear of any and all encumbrances, except those permitted exceptions outlined below, none of which would nullify, impair, or limit in any way the terms or effect of this Conservation Easement, (iv) that Grantor shall defend its title and Grantee's title against the claims of all persons whomsoever, and (v) that Grantee, its successors and assigns, shall have the right to monitor and defend the terms of this Conservation Easement. The following are permitted exceptions to the above covenants, representations, and warranties: (1) Easements, covenants, restrictions, conditions and all other instruments of record; (2) Matters as shown on any recorded plat and as would be revealed by a current and accurate survey; and (3) Zoning, subdivision and land use regulations or ordinances affecting the Property.

## ARTICLE VI. MISCELLANEOUS

A. <u>Stewardship of the Conservation Easement</u>. Pursuant to the terms of the Grant Contract and any contract for stewardship of the Property entered into pursuant to the Grant Contract, City of New Bern will monitor and observe the Property in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Contract, and that it will report on the condition of the Property, or provide for such reporting to State and Fund no less frequently than once a year, and further will report immediately to State and Fund any observed and/or known violations of this Conservation Easement or the Grant Contract. The Parties acknowledge that this obligation to monitor the Property is assignable provided such assignment is made with the prior written approval of Fund and evidenced by a written instrument signed by the Parties thereto and recorded in the Office of the Register of Deeds of Craven County. Provided further, that any such assignment of City of New Bern's obligation to monitor the Property shall include a right of entry onto the Property for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to Fund's internal stewardship policies and procedures. The Parties specifically

acknowledge that neither City of New Bern's obligation to monitor the Property, nor its assignment of said obligation, shall have any effect on the rights and obligations of the Grantee of this Conservation Easement.

- B. Subsequent Transfers of the Fee or Other Interests; Licenses. Grantor agrees for itself, its successors and assigns, that in the event it intends to transfer the Property, any interest in the Property, or any license to use the Property, to notify Grantee and Fund in writing of the names and addresses of any party to whom the Property, any interest in the Property, or any license to use the Property, is to be transferred, the nature of the interest or license to be transferred, and the terms and conditions of the intended transfer, at least sixty (60) days before the transfer is intended to be consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, license, or other legal instrument by which any interest or license in the Property is conveyed. The Property owner shall not convey the Property or any interest or license therein, and shall not incur, assume, or suffer to exist any lien, upon or with respect to the Property, without disclosing to the prospective transferee the Conservation Easement, the obligations of the Property owner, and the limitations on use of the Property. Nothing in this Paragraph abrogates or limits **Paragraph J of Article III** hereof.
- C. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended, or any successor section, and the regulations promulgated thereunder that is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the purpose(s) of the Conservation Easement that the contribution was originally intended to advance as set forth herein, but acknowledge specifically that any transfer or assignment of the Conservation Easement shall have no effect on City of New Bern's obligation to provide stewardship of the Conservation Easement as set forth in this Article VI.
- D. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation to Grantor as owner of the Property. Among other things, this shall apply to:
  - Taxes. Grantor shall continue to be solely responsible for payment of all
    taxes and assessments levied against the Property. If Grantee is ever
    required to pay any taxes or assessments on its interest in the Property,
    Grantor will reimburse Grantee for the same.

- Upkeep and Maintenance. Grantor shall continue to be solely responsible
  for the upkeep and maintenance of the Property to the extent it may be
  required by law. Grantee shall have no obligation for the upkeep or
  maintenance of the Property.
- 3. <u>Liability and Indemnification</u>. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall indemnify and reimburse Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage.
- E. <u>Conservation Purpose</u>. Grantor and Grantee, each for itself, and its respective successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Contract, this Conservation Easement and as specified in Section 170(h)(4)(A) of the Code. Further, this Conservation Easement shall be construed to promote the purposes of the Act and such purposes of this Conservation Easement as are defined in Section 170(h)(4)(A) of the Code.
- F. <u>Recording</u>. Grantee shall record this instrument and any amendment hereto in the official records of Craven County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.
- G. <u>Notices</u>. Any notices shall be sent by registered or certified mail, return receipt requested, to the Parties at their addresses shown below, and each Party may update its information by a notice sent in accordance with this Paragraph:

If to Grantee:

NC Land and Water Fund (formerly CWMTF)

1651 Mail Service Center

Raleigh, NC 27699-1651

If to Grantor:

City of New Bern (Attn: City Manager)

300 Pollock Street New Bern, NC 28560

- H. Amendments. Grantor and Grantee, or their successors in interest in the Property, are free jointly to amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendments require the prior written approval of both Grantor and Grantee and shall be effective upon recording in the public records of Craven County, North Carolina.
- I. Environmental Condition of the Property. Grantor warrants, represents, and covenants to Grantee that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state, and local environmental laws and regulations, (b) as of the date hereof, there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in, or under the Property or used in connection therewith, (c) that there are no environmental conditions existing

on the Property that may prohibit or impede use of the Property for the purposes set forth herein, and (d) Grantor will not allow such conditions.

- J. <u>Indemnity</u>. Grantor agrees to the fullest extent permitted by law, to protect, indemnify, and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs, expenses, and attorneys' fees suffered or incurred as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of any hazardous substance, hazardous waste, or other regulated material in, on, or under the Property.
- K. Entire Agreement. The Recitals set forth above and the exhibits, if any, attached hereto are incorporated herein by reference. This instrument, including the Grant Contract incorporated by reference herein, sets forth the entire agreement of the Parties with respect to the Project and supersedes all prior discussions, negotiations, understandings, and agreements relating to the Project. To the extent that this Conservation Easement is in conflict with the Grant Contract, the terms of this Conservation Easement shall control.
- L. <u>Interpretation and Severance</u>. This Conservation Easement shall be construed and interpreted under the laws of the State and the United States, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. The normal rule of construction of ambiguities against the drafting party shall not apply in the interpretation of this Conservation Easement. Further, this Conservation Easement shall be construed to promote the purposes of the Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, and such conservation purposes as are defined in Section 170(h)(4)(A) of the Code. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby and shall remain in full force and effect.
- M. Parties. Every provision of this Conservation Easement that applies to Grantor or to Grantee or to Fund shall likewise apply to their respective executors, administrators, successors, and assigns.
- N. No Extinguishment through Merger. The Parties agree that the doctrine of extinguishment by merger shall not apply to this Conservation Easement because of the public interest in its enforcement. The Parties agree that this Conservation Easement and its terms shall survive any coming together of the ownership of the fee interest in the Property and the Conservation Easement interest, and that this Conservation Easement shall not be merged into the fee interest. Further, the Parties agree that if Grantee, or any successor in interest to Grantee, acquires title to any fee interest in the Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement and (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in any way in view of the public interest in its enforcement.
  - O. Subsequent Liens. No provision of this Conservation Easement shall be construed

as impairing the ability of Grantor to use the Property for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall be subordinate to this Conservation Easement.

- P. Gender. The designations Grantor, Grantee, State, and Fund, as used herein shall include the persons or entities indicated and their administrators, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter as the context may require.
- Q. <u>Headings</u>. The headings of the various sections of this Conservation Easement have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding upon Grantor and Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

[See next page for signatures and notary acknowledgement]

IN WITNESS WHEREOF, Grantor, by authority duly given, has hereunto caused these presents to be executed under seal in such form as to be binding, the day and year first above written, and Grantee accepts this Conservation Easement by the recording hereof in the public records.

	GRA	NTOR:		
	CITY	OF NEW BER	RN	
	By:			(SEAL)
		Dana E. Outlav	w. Mayor	
ATTEST:				
By:				
Brenda E. Bla	anco, City Cler	k		
Affix Corporate Se	al			
STATE OF NORTH COUNTY OF CRA				
I,			, Notary Public in	and for said County and ersonally appeared DANA
E. OUTLAW, with w	whom I am pers	sonally acquainte	ed, who, being duly	y sworn, says that he is the
				f New Bern, the municipal
				hat she knows the common instrument is said common
and the second s				by the said Mayor; that the
				lermen of said municipal
corporation; that the	said instrument	t is the act and de	eed of said municip	oal corporation.
Witness my h	and and notari	al seal this the _	day of April, 2	022.
		Notary Public:		_
		Printed Name:		
		My commissio	on expires:	

STAMP/SEAL

### EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY PROPERTY OF CITY OF NEW BERN NUMBER EIGHT TOWNSHIP CRAVEN COUNTY, NORTH CAROLINA

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

Beginning at a point, marking the northwestern corner of Lot No. 15 as shown on a map entitled "Windy Hills—Section 1" which map is recorded in Plat Cabinet C, at Slide 67, in the Office of the Register of Deeds of Craven County. Thence from said beginning point North 71° 58' 12" West 843.40 feet to an iron stake in Martin-Marietta's line; thence with Martin-Marietta's line North 21° 05' East 384.86 feet to a point in the edge of Taylors Creek; thence along the water's edge of Taylors Creek in an easterly direction to a point which lies North 03° 50' 08" West 262.07 feet from the northwestern corner of Lot No. 19 as shown on the aforesaid map; thence South 03° 50' 08" East 262.07 feet to an iron stake, the northwestern corner of Lot No. 19 as shown on the aforesaid plat; thence along the western line of Lot No. 19 South 33° 40' 51" West 99.23 feet to a point, the northwest corner of Lot No. 18 s shown on the aforesaid map; thence along and with the western line of Lot No. 18 South 0° 53' 53" West 152.14 feet to the northeastern corner of Lot No. 15; thence along and with the northern line of Lot No. 15 North 76° 08' West 90.0 feet to the point of beginning; containing 8.3 acres.

Together with a perpetual, non-exclusive 60° wide right of way and easement for the purpose of ingress, egress, regress, and access, the eastern line of which is more particularly described as follows:

Beginning at a point in the southern right of way line of Sunrise Way, said point being the northwestern corner of Lot No. 14 as shown and delineated on a map entitled "Windy Hills—Section 1" which map is recorded in Plat Cabinet C, at Slide 67, in the Office of the Register of Deeds of Craven County. Thence from said beginning point North 13° 52' 0" East 190.0 feet to the northwestern corner of Lot No. 15 as shown on the aforesaid plat; thence North 71° 58' 12" West 60 feet to a point; thence South 13° 52' West 190.0 feet to a point; thence South 71° 58' 12" East 60 feet more or less to the beginning.

## EXHIBIT B

## CURRENT CONDITION

The real property consists of forested uplands and wetlands, contains no improvements, and currently exists in its natural state.



## **AGENDA ITEM COVER SHEET**



**Agenda Item Title:** AN ORDINANCE TO AMEND ARTICLE III. "NOISE" OF CHAPTER 26 "ENVIRONMENT" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

Date of Meeting: 4/26/2	2022	Ward # if applicable: NA		
Department: Police		Person Submitting Item: Chief Patrick Gallagher		
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing:		
Explanation of Item:	amplified music	que characteristics of an open-air environment, c is unimpeded and has created an adverse or many who live, work, and visit downtown		
Actions Needed by Board:	Change the current ordinance to prohibit amplified noise.			
Backup Attached:		ž.		
Is item time sensitive?	□Yes ⊠No			
Will there be advocates	s/opponents at t	he meeting?		
Cost of Agenda Item: \$				
If this requires an expe and certified by the Fin		been budgeted and are funds available  ☐Yes ☒ No		

Additional Notes: The New Bern Police Department has been called on several occasions to address loud noise from buskers who utilize amplified speakers to project their music on public property. Although the current ordinance has language prohibiting noise over a certain decibel level, the characteristic of a business and an open-air performer are different. Amplified noise within a business is muffled by the structure and does not generally create the same adverse impact on the quality of life in the area. In addition, during certain times of the year, the city does engage in permitted events that are negatively impacted by competing street performers utilizing amplified speakers. This ordinance change does not impact any person's freedom to engage in busking activities if they do not utilize speakers to amplify their instruments.





Patrick L. Gallagher
Chief of Police

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

Police and Community Come Together Here

To: Mayor Dana Outlaw and the Board of Alderman

From: Chief Patrick Gallagher

Date: April 18, 2022

Subject: AMEND ARTICLE III. "NOISE" OF CHAPTER 26 "ENVIRONMENT"

The New Bern Police Department has been called on several occasions to address loud noise calls for service from buskers who utilize amplified speakers to project their music on public property. Although the current ordinance has language prohibiting noise over a certain decibel level, the characteristic of a business and an open-air performer are different. Amplified noise within a business is muffled by the building structure and does not generally create the same adverse impact on the quality of life in the area. In addition, during certain times of the year, the city does engage in permitted events that are negatively impacted by competing street performers utilizing amplified speakers.

This ordinance change does not impact any person's freedom to engage in busking activities if they do not utilize speakers to amplify their instruments.

Complaints from citizens regarding loud music from amplified speakers are not generally communicated to the police since many already understand that street performers are permitted to utilize these types of equipment. Many citizens and business owners are frustrated over the lack of options in addressing this problem and voice their complaints to others. When police are called and attempt to measure sound in accordance with the current provisions of the ordinance, many street performers turn down their music to avoid an accurate reading by law enforcement.

An ordinance of this nature is not unusual and has been adopted in other areas throughout the country.

## AN ORDINANCE TO AMEND ARTICLE III. "NOISE" OF CHAPTER 26 "ENVIRONMENT" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect certain revisions to Section 26-71. "Exemptions" of Article III. "Noise" of Chapter 26 "Environment" of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Section 26-71. "Exemptions" of Article III. "Noise" of Chapter 26 "Environment" of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting Section 26-71. "Exemptions" in its entirety and inserting in its stead the following:

## "Sec. 26-68. Exemptions.

The following acts or activities are exempt from the provisions of this article:

- (1) The use of a permanently installed loudspeaker or public address system at railroad and bus stations to announce the arrival and departure of trains and buses.
- (2) The use of a permanently installed loudspeaker or public address system at athletic stadiums to announce athletic events.
- (3) Musical chimes or the sounding of bells emanating from public or religious institutions or facilities.
- (4) Sounds emanating from any authorized emergency vehicle responding to an emergency or acting at the time of an emergency.
- (5) Noise sources associated with or created by construction, repair, remodeling, demolition, grading, or maintenance of any real property, provided such activities do not take place between the hours of 9:00 p.m. and 7:00 a.m. on weekdays or weekends. Such activities associated with a municipal construction project may take place between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and Saturday, or at any time on Sunday, if such work is required to protect the public's health and safety, or if the board of aldermen determines that performing such activities during the restricted hours is in the public interest.
- (6) Noise emanating from any burglar alarm or security device on any building, dwelling or vehicle, provided such noise terminates within 30 minutes of being activated.
- (7) Parades and public assemblies permitted pursuant to section 66-86, properly permitted or sanctioned public entertainment or sporting events, sporting activities taking place in areas set aside for such activities, or any activities normally associated with any of the above.

- (8) All noises coming from the normal operations of properly equipped aircraft (not including scale model aircraft).
- (9) All noises coming from normal operation of motorized vehicles properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (10) Warning devices required by OSHA or any local, county, state or federal safety regulations.
  - (11) Noise from properly permitted fireworks.
- (12) Noise resulting from the provision of street cleaning, sanitation and recycling services.
  - (13) Musical accompaniment or firearm discharge related to military ceremonies.
- (14) Emergency work necessary to maintain public safety, or to restore property to a safe condition following an accident or natural disaster, or to restore public utilities and infrastructure following an accident or natural disaster, or to protect persons or property from an imminent danger.
- (15) Noise resulting from the provision of government services necessary to operate and maintain the public infrastructure.
- (16) Noise resulting from local government generators provided such generators are properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (17) Noise resulting from generators operating during periods of electric power outages provided such generators are properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (18) Free live performances by musicians on public property, without amplified sound, within the C-1 and C-2 zoning districts between noon and 9:00 p.m. provided that the sound measurement taken at least 25 feet from the source of the noise does not exceed 70 dB(A), and between 9:00 p.m. and noon provided that the sound measurement taken at least 25 feet from the source of the noise does not exceed 55 dB(A).
- (19) Any activity to the extent regulation thereof has been preempted by state or federal law.

SECTION 2. This ordinance shall	be effective from and after the date of its adoption.
ADOPTED THIS 26 <sup>th</sup> DAY OF A	PRIL, 2022.
	DANA E. OUTLAW, MAYOR
BRENDA E. BLANCO, CITY CLERK	

## AN ORDINANCE TO AMEND ARTICLE III. "NOISE" OF CHAPTER 26 "ENVIRONMENT" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect certain revisions to Section 26-71. "Exemptions" of Article III. "Noise" of Chapter 26 "Environment" of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Section 26-71. "Exemptions" of Article III. "Noise" of Chapter 26 "Environment" of the Code of Ordinances of the City of New Bern be and the same is hereby amended by deleting Section 26-71. "Exemptions" in its entirety and inserting in its stead the following:

## "Sec. 26-68. Exemptions.

The following acts or activities are exempt from the provisions of this article:

- (1) The use of a permanently installed loudspeaker or public address system at railroad and bus stations to announce the arrival and departure of trains and buses.
- (2) The use of a permanently installed loudspeaker or public address system at athletic stadiums to announce athletic events.
- (3) Musical chimes or the sounding of bells emanating from public or religious institutions or facilities.
- (4) Sounds emanating from any authorized emergency vehicle responding to an emergency or acting at the time of an emergency.
- (5) Noise sources associated with or created by construction, repair, remodeling, demolition, grading, or maintenance of any real property, provided such activities do not take place between the hours of 9:00 p.m. and 7:00 a.m. on weekdays or weekends. Such activities associated with a municipal construction project may take place between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and Saturday, or at any time on Sunday, if such work is required to protect the public's health and safety, or if the board of aldermen determines that performing such activities during the restricted hours is in the public interest.
- (6) Noise emanating from any burglar alarm or security device on any building, dwelling or vehicle, provided such noise terminates within 30 minutes of being activated.
- (7) Parades and public assemblies permitted pursuant to section 66-86, properly permitted or sanctioned public entertainment or sporting events, sporting activities taking place in areas set aside for such activities, or any activities normally associated with any of the above.

- (8) All noises coming from the normal operations of properly equipped aircraft (not including scale model aircraft).
- (9) All noises coming from normal operation of motorized vehicles properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (10) Warning devices required by OSHA or any local, county, state or federal safety regulations.
  - (11) Noise from properly permitted fireworks.
- (12) Noise resulting from the provision of street cleaning, sanitation and recycling services.
  - (13) Musical accompaniment or firearm discharge related to military ceremonies.
- (14) Emergency work necessary to maintain public safety, or to restore property to a safe condition following an accident or natural disaster, or to restore public utilities and infrastructure following an accident or natural disaster, or to protect persons or property from an imminent danger.
- (15) Noise resulting from the provision of government services necessary to operate and maintain the public infrastructure.
- (16) Noise resulting from local government generators provided such generators are properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (17) Noise resulting from generators operating during periods of electric power outages provided such generators are properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (18) Free live performances by musicians on public property, with or without amplified sound, within the C-1 and C-2 zoning districts between noon and 9:00 p.m. provided that the sound measurement taken at least 25 feet from the source of the noise does not exceed 70 dB(A), and between 9:00 p.m. and noon provided that the sound measurement taken at least 25 feet from the source of the noise does not exceed 55 dB(A).
- (19) Any activity to the extent regulation thereof has been preempted by state or federal law.

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

## ADOPTED THIS 26th DAY OF APRIL, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET



**Agenda Item Title:**Consider adopting an amendment to the FY 2021-22 annual adopted budget.

Date of Meeting: 4/26/2	2022	Ward # if applicable:		
Department: Finance		Person Submitting Item: Kim Ostrom, Director of Finance		
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing:		
Explanation of Item:	Recognize NC	000 from General Fund to City Hall Elevator Fund Coastal Management Grant Award of \$110,809, ward of \$23,112, and Firehouse Subs Grant Awar		
Actions Needed by Board:	Adopt ordinance amendment			
Backup Attached:	Memo, Ordinance Amendment			
Is item time sensitive?	⊠Ves □No			
		he meeting? □Yes ☒ No		
Cost of Agenda Item:	10 10 10 10			
If this requires an expe and certified by the Fin		een budgeted and are funds available  ☐Yes ☐ No		

**Additional Notes:** 



Finance Department

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

FROM: Kim Ostrom - Director of Finance

DATE: April 14, 2022

RE: Amendments to the FY 2021-22 Operating Budget

The following are amendments to the Fiscal Year 2021-22 Operating Budget:

## **General Fund**

The General Fund is amended for the transfer of \$29,000 from fund balance to the City Hall Elevator Project Fund. The transfer was approved by the Board at the March 22, 2022 meeting.

## **Grants Fund**

The Grants Fund is amended to recognize the following awards received:

- North Carolina Coastal Management Program in the amount of \$110,809 for the Lawson Creek Marshwalk Phase II project. This grant requires a 25% match of the \$147,746 project cost, which is \$36,937. The grant application was approved by Resolution of the Board of Aldermen on July 27, 2021.
- Edward Byrne Memorial Justice Assistance Grant (JAG) by the US Department of Justice – Bureau of Justice Assistance in the amount of \$23,112 for the Police Department Portable Radio Project. No match is required.
- Firehouse Subs Public Safety Foundation Board of Directors in the amount of \$15,000 for the Police Department Dual Purpose Green K9 (Patrol/Narcotics). No match is required.

## Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on April 26, 2022.

## CITY OF NEW BERN, NORTH CAROLINA REQUESTED AMENDMENT TO Fiscal Year 2021-2022

FROM: Kim Ostrom, Director of Finance	Meeting Date:	April 26, 2022
EXPLANATION:		
The General Fund is amended for the transfer was approved amended to recognize the following award Program in the amount of \$110,809 for the requires a 25% match of the \$147,746 pro approved by the Board on July 27, 2021; 2 by the US Department of Justice – Bureau Police Department Portable Radio Project Foundation Board of Directors Grant in the Purpose Green K9 (Patrol/Narcotics). No interest the project of the project of the purpose Green K9 (Patrol/Narcotics).	at the March 22, 2022 meeting. Is received: 1) North Carolina Control of Lawson Creek Marshwalk Phatiget cost, which is \$36,937. The District Properties of Justice Assistance in the arm. No match is required; and 3) For amount of \$15,000 for the Police.	The Grants Fund is oastal Management use II project. This grant grant application was ce Assistance Grant (JAG) nount of \$23,112 for the irehouse Subs Public Safety
BE IT ORDAINED BY THE BOARD OF ALL THAT THE 2021-2022 ANNUAL BUDGET		
Sec	tion 1 - Appropriations	
Schedule A - GENERAL FUND Increase: Transfers to Other Funds	\$	29,000
Schedule K - GRANTS FUND Increase: Grants - Parks & Recreation Grants - Police	\$	110,809 38,112 148,921
Section	2 - Estimated Revenues	
Schedule A - GENERAL FUND Increase: Fund Balance Appropriated	<u>_\$</u>	29,000
Schedule K - GRANTS FUND Increase: Grants - Parks & Recreation Grants - Police	\$	110,809 38,112
	\$	148,921
NATURE OF TRANSACTION:		
X ADDITIONAL REVENUE AVAI	LABLE FOR APPROPRIATION	r.
X OTHER: FUND BALANCE A		
1.19	APPROVED BY THE BOARD OF ENTERED ON MINUTES DATE AGENDA ITEM NUMBER	(i) (i) (ii) (ii) (ii) (ii) (ii) (ii) (
	BRENDA E. BLANCO, CITY CL	ERK

## AGENDA ITEM COVER SHEET



Agenda Item Title:
Consider adopting an ordinance to establish the Northwest Interceptor Rehabilitation Phase II Project Fund

Date of Meeting: 04/26/22		Ward # if applicable:	
Department: Finance  Call for Public Hearing: □Yes⊠No		Person Submitting Item: Kim Ostrom, Director of Finance  Date of Public Hearing:	
			Explanation of Item:
Actions Needed by Board:	Adopt ordinance.		
Backup Attached:	Memo, Ordinance		
Is item time sensitive?		he meeting? □Yes ⊠ No	
	s/opponents at t	ne meeting: 1 tes 22 110	
Cost of Agenda Item: If this requires an expe and certified by the Fin		een budgeted and are funds available □Yes □ No	

**Additional Notes:** 



Finance Department

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

FROM: Kim Ostrom -Director of Finance

DATE: April 14, 2022

RE: Ordinance to Establish Northwest Interceptor Rehabilitation Phase II Project

Fund

## **Background Information**

In late 2021, the NC General Assembly issued Session Law 2021-180, Senate Bill 105, which allocated appropriations for various drinking water, wastewater, and stormwater projects throughout the State. The appropriations included \$230,000 to the City of New Bern for drinking water or wastewater infrastructure projects.

In reviewing the conditions of the appropriations and the types of projects that would be eligible, it was determined that the best use of the funding will be towards the implementation of the Northwest Interceptor Rehabilitation – Phase II project.

On March 9, 2022, NC Department of Environmental Quality issued a "Letter of Intent to Fund the Northwest Interceptor Rehabilitation – Phase II project", indicating the project will be eligible for receiving the grant funds.

This ordinance will establish the Northwest Interceptor Rehabilitation Phase II Project Fund with \$230,000 from the grant. Once the bids for construction work have been received and the total project cost is known, a transfer from the Sewer Fund fund balance will be requested.

### Requested Action

The Board considers adopting the enclosed ordinance to establish the fund at its meeting on April 26, 2022.

# CAPTIAL PROJECT ORDINANCE FOR THE CITY OF NEW BERN "NORTHWEST INTERCEPTOR REHABILITATION PHASE II PROJECT FUND"

BE IT ORDAINED by the Governing Board of the City of New Bern, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following capital project ordinance is hereby adopted:

- Section 1: There is hereby established a Fund to be known as the "Northwest Interceptor Rehabilitation Phase II Project Fund".
- Section 2: The project authorized will involve the rehabilitation of approximately 2,000 linear feet of the Northwest Interceptor. This project will be initially financed by \$230,000 ARPA funding through the NC Department of Environmental Quality. Once the total project cost is known, a transfer from the Water Fund fund balance will be requested.
- Section 3: The Finance Officer is hereby directed to maintain within the Fund sufficient specific detailed accounting records to provide the accounting to the agency as required by State and Federal regulations.
- Section 4: Copies of the ordinance shall be provided to the Budget Officer and the Finance Officer for use in the performance of their duties.

ADOPTED THIS 26<sup>TH</sup> DAY OF APRIL, 2022.

DANA E. OUTLAW, MAYOR	
	DANA E. OUTLAW, MAYOR