

**CITY OF NEW BERN  
BOARD OF ALDERMEN MEETING  
JANUARY 24, 2023 – 6:00 P.M.  
CITY HALL COURTROOM  
300 POLLOCK STREET**

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

Consent Agenda

4. Consider Adopting a Resolution to Initiate the Upset Bid Process for College Street Property Identified as Tax Parcel ID 8-039-197.
5. Consider Adopting a Resolution to Initiate the Upset Bid Process for Saint John Street Property Identified as Tax Parcel ID 8-039-203.
6. Approve Minutes.

\*\*\*\*\*

7. Conduct a Public Hearing and Consider Adopting an Ordinance Amending the Schedule of Fees and Charges Relative to Leased Parking Rates.
8. Discussion of Converting the Pollock Street Parking Lot from Leased Spaces to a Pay-to-Park Mobile Lot.
9. Consider Adopting a Resolution to Sell 304 and 308 South Front Street.
10. Consider Adopting a Resolution to Sell Tax Parcel ID 8-015-023 on Neuse Avenue.
11. Consider Adopting a Resolution to Sell Tax Parcel ID 8-015-022 on Neuse Avenue.
12. Consider Adopting a Resolution to Sell 115 Hillmont Road.
13. Consider Adopting a Resolution to Participate in the NC Cooperative Liquid Assets Securities System.
14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract for the Trent Road/Red Robin Project.
15. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract for the Trent Road Bank Stabilization Project.



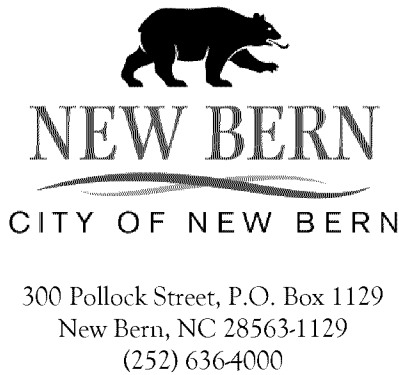
16. Consider Adopting a Budget Ordinance Amendment for FY2022-23.
17. Consider Adopting an Amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund.
18. Appointment(s).
19. Attorney's Report.
20. City Manager's Report.
21. New Business.
22. Closed Session.
23. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL  
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING



Aldermen

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



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

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

**From: Foster Hughes, City Manager**

**Date: January 20, 2023**

**Re: January 24, 2023 Agenda Explanations**

1. Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Best. Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.

**Consent Agenda**

4. Consider Adopting a Resolution to Initiate the Upset Bid Process for College Street Property Identified as Tax Parcel ID 8-039-197.

(Ward 2) Jesse Adams has tendered an offer of \$2,250 for the purchase of Tax Parcel ID 8-039-197 on College Street. The property is a vacant residential lot with a tax value of \$4,500. The property was acquired by the City in May 2000. A memo from Brenda Blanco, City Clerk, is attached.

5. Consider Adopting a Resolution to Initiate the Upset Bid Process for Saint John Street Property Identified as Tax Parcel ID 8-039-203.

(Ward 2) Jesse Adams also tendered an offer of \$2,250 for the purchase of Tax Parcel ID 8-039-203 on Saint John Street. The parcel is contiguous to the College Street parcel referenced in the previous item. The property is a vacant residential lot with a tax value of \$4,500 that was acquired by the City in May 2000. A memo from Ms. Blanco is attached.



**6. Approve Minutes.**

Draft minutes from the January 10, 2023 meeting are provided for review and approval.

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**7. Conduct a Public Hearing and Consider Adopting an Ordinance Amending the Schedule of Fees and Charges Relative to Leased Parking Rates.**

(Ward 1) At the Board's retreat in November, a discussion was held about downtown parking and the City's leased parking lots. The current monthly rate for limited leased parking Monday through Friday from 7 a.m. until 5:30 p.m. is \$20 per space and unlimited leased parking is \$30 per space. There has been no increase in these rates since at least 2011. Staff recommended adjusting the limited rate to \$35 monthly and unlimited to \$45 monthly effective April 01, 2023. After conducting a public hearing, the Board is asked to consider adopting an ordinance that will amend the Schedule of Fees and Charges to reflect the new rates. A memo from Kim Ostrom, Director of Finance, is attached.

**8. Discussion of Converting the Pollock Street Parking Lot from Leased Spaces to a Pay-to-Park Mobile Lot.**

(Ward 1) The City currently has three off-street, leased parking lots. The lots are located on Pollock Street across from City Hall, on Craven Street beside of Morgan's Tavern and Grill, and on Hancock Street behind the Chelsea restaurant. At the November retreat, a discussion was initiated about transitioning the Pollock Street lot from a leased lot to a pay-to-park lot. Information will be shared on how the program would work and the options available.

**9. Consider Adopting a Resolution to Sell 304 and 308 South Front Street.**

(Ward 1) At the August 09, 2022 meeting, a suggestion was made and direction subsequently given to place signage on the "Talbot's lots" advertising the property for sale. At the November 08, 2022 meeting, a minimum bid of \$750,000 was established for the two parcels. After receiving an offer of \$825,000 from Betty Wilson, the Board adopted a resolution on December 13, 2022 to initiate the upset bid process. The bid was advertised, but no additional bids were received.

The property was acquired by the City in July of 2000 utilizing funds from the Municipal Service District ("MSD"). If the property is sold, proceeds from the sale will be placed in the MSD fund. A memo from Ms. Blanco is attached along with a copy of the offer and aerial map of the property.



**10. Consider Adopting a Resolution to Sell Tax Parcel ID 8-015-023 on Neuse Avenue.**

(Ward 1) The Board adopted a resolution on November 22, 2022 to initiate the upset bid process for Tax Parcel ID 8-015-023 (front of 1000 Neuse Avenue) after receiving an offer of \$3,000 from Argelis Arauz Fallas. The property is a vacant 0.23-acre parcel that was acquired by the City and County in 2006 through tax foreclosure. It has a tax value of \$6,000. If the property is sold for the initial bid, the City will receive \$1,266.67 and the County will receive \$1,733.33 from the proceeds. A memo from Ms. Blanco is attached.

**11. Consider Adopting a Resolution to Sell Tax Parcel ID 8-015-022 on Neuse Avenue.**

(Ward 1) After receiving an offer of \$2,700 from Argelis Arauz Fallas for the purchase of Tax Parcel ID 8-015-022 (rear of 1000 Neuse Avenue), the Board adopted a resolution to initiate the upset bid process. The offer was advertised, but no additional bids were received. The property is a vacant 0.12-acre parcel with a tax value of \$5,400 that was acquired by the City in 2003. It is contiguous to and landlocked by the property identified in the previous item. A memo from Ms. Blanco is attached.

**12. Consider Adopting a Resolution to Sell 115 Hillmont Road.**

(Ward 5) The Board adopted a resolution on November 22, 2022 to initiate the upset bid process for 115 Hillmont Road after receiving an offer of \$7,500 from Argelis Arauz Fallas. The bid was advertised, but no upset bids received. The property is a vacant 0.54-acre parcel with a tax value of \$15,000 that was acquired by the City and County in 2019 through tax foreclosure. If the property is sold for the initial bid, the City will receive \$3,229.41 and the County \$4,270.59 from the proceeds. A memo from Ms. Blanco is attached.

**13. Consider Adopting a Resolution to Participate in the NC Cooperative Liquid Assets Securities System.**

The City's cash reserves are currently invested with the NC Capital Management Trust. An opportunity exists for the City to participate with the NC Cooperative Liquid Assets Securities Systems ("NC CLASS"), a financial and investment service that provides diversified investing. NC CLASS investments are limited to the investments outlined in NCGS §159.30. NC CLASS has an AAAM rating from Standard & Poor's, which is the same level held by NCCMT. If the Board adopts the resolution approving participation in the system, New Bern will enter into an interlocal agreement to participate in a pool investment with Lincoln County and the Town of Hope Mills. A memo from Mrs. Ostrom is attached.



**14. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract for the Trent Road/Red Robin Project.**

(Ward 2) A section of the Trent River outfall drainage requires repair of eroded ditch banks. Funding was allocated for these repairs through Ward 2's ARP allocation. The project was bid, and two responses received. JYMCO Construction Company, Inc. submitted the lowest bid at \$209,500. It is requested the City Manager be authorized to execute a contract with JYMCO and any change orders that may arise within the budgeted amount. A memo from George Chiles, Director of Public Works, is attached along with the bid tabulation sheet.

**15. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract for the Trent Road Bank Stabilization Project.**

(Ward 2) Similar to the previous item, a section of the Wilson Creek outfall drainage requires repair of eroded ditch banks. This section of ditch is located at the intersection of Trent Road and Red Robin Lane. Funding was allocated for the repairs through Ward 2's ARP allocation. The project was bid, and two responses received. JYMCO Construction Company, Inc. submitted the lowest bid at \$227,025.52. It is requested the City Manager be authorized to execute a contract with JYMCO and any change orders that may arise within the budgeted amount. A memo from Mr. Chiles and bid tabulation sheet are attached.

**16. Consider Adopting a Budget Ordinance Amendment for FY2022-23.**

This budget ordinance amendment appropriates \$15,000 from the MSD fund balance to cover the cost of pruning trees on James Reed Lane and along Craven, Middle, and Pollock Streets. It also recognizes a \$1,000 Walmart grant awarded to the Fire Department for the purchase of water rescue equipment. A memo from Ms. Ostrom is attached.

**17. Consider Adopting an Amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund.**

The State of North Carolina awarded the City \$150,000 through the Environmental Enhancement Grant Program for stormwater improvements planning for the mid-section of the Duffyfield canal. This ordinance will amend the Resiliency and Hazard Mitigation Plan Grant Project Fund to recognize the grant funds. A memo from Mrs. Ostrom is attached.

**18. Appointment(s).**

As announced at the last meeting, Julian Tripp and Stephanie Lovick have resigned from the Redevelopment Commission. Appointments are needed to fill the remainder of their unexpired terms. Mrs. Lovick held seat 1 with a term expiration of August 14, 2024, and Mr. Tripp held Seat 4 with a term expiration of August 14, 2026. Appointees must reside in the city limits of New Bern. Mayor Odham suggested that each Board member nominate one or two individuals to fill these



vacancies. After nominees are announced and qualifications discussed, the Board will vote and the two nominees receiving the most votes will be selected to fill the seats.

- 19. Attorney's Report.**
- 20. City Manager's Report.**
- 21. New Business.**
- 22. Closed Session.**
- 23. Adjourn.**

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL  
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING



## AGENDA ITEM COVER SHEET

### **Agenda Item Title:**

Consider Adopting a Resolution to Initiate the Upset Bid Process for Tax Parcel ID 8-039-197 on College Street

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 2                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | Jesse Adams has tendered an offer of \$2,250 for the purchase of PID 8-039-197 on College Street. The property is a vacant residential lot with a tax value of \$4,500. |
| <b>Actions Needed by Board:</b> | Consider adopting resolution  |
| <b>Backup Attached:</b>         | Memo, resolution, offer to purchase, map and pictures of the property   |

**Is item time sensitive?** ☐Yes ☒No

**Will there be advocates/opponents at the meeting?** ☐Yes ☒No

**Cost of Agenda Item:**

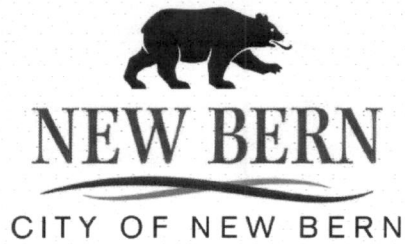
**If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?** ☐Yes ☐No

**Additional Notes:**



**Aldermen**

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



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

Jeffrey T. Odham  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary M. Hogan  
Director of Finance

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** January 13, 2023

**SUBJECT:** Offer to Purchase Tax PID 8-039-197 on College Street

Jesse Adams has made an offer to purchase Parcel ID 8-039-197 on College Street for \$2,250. The tax value of the vacant 0.11-acre residential lot is \$4,500, and the offer represents 50% of the value. The property was acquired by the City in May of 2000.

/beb



## **RESOLUTION**

THAT WHEREAS, the City of New Bern owns certain real property identified as Craven County parcel identification number 8-039-197; and

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

WHEREAS, the City has received an offer to purchase the above described property in the amount of \$2,250.00 submitted by Jesse Adams; and

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

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

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

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

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

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

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

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



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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: College Street \_\_\_\_\_

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

Tax Parcel ID No.: 8-039-197 \_\_\_\_\_

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

Being all of that property more particularly described in Deed Book 1755, Page 0994 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 2,250.00 and shall be paid as follows:

(a) \$ 200.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,050.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

Jesse Adams \_\_\_\_\_

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

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

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

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

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

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

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



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

BUYER:

(If an individual)

 (SEAL)

Name: Jesse Adams

Date: 12/28/2022

Address: 709 Burton Street

Rocky Mount, NC 27803

Phone: 252-315-2575

SELLER

CITY OF NEW BERN

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

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

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

(If a business entity)

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 12/28/2022 9:52:39 AM

**Parcel ID :** 8-039 -197  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :** COLLEGE ST  
**Description :** 471 PEMBROKE  
**Lot Description :**



**Subdivision :** PEMBROKE

**Assessed Acreage :** 0.115      **Calculated Acreage :** 0.110  
**Deed Reference :** 1755-0994      **Recorded Date :** 5 24 2000  
**Recorded Survey :**  
**Estate Number :**

**Land Value :** \$4,500      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$4,500  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** VACANT-RESIDENTIAL TRACT

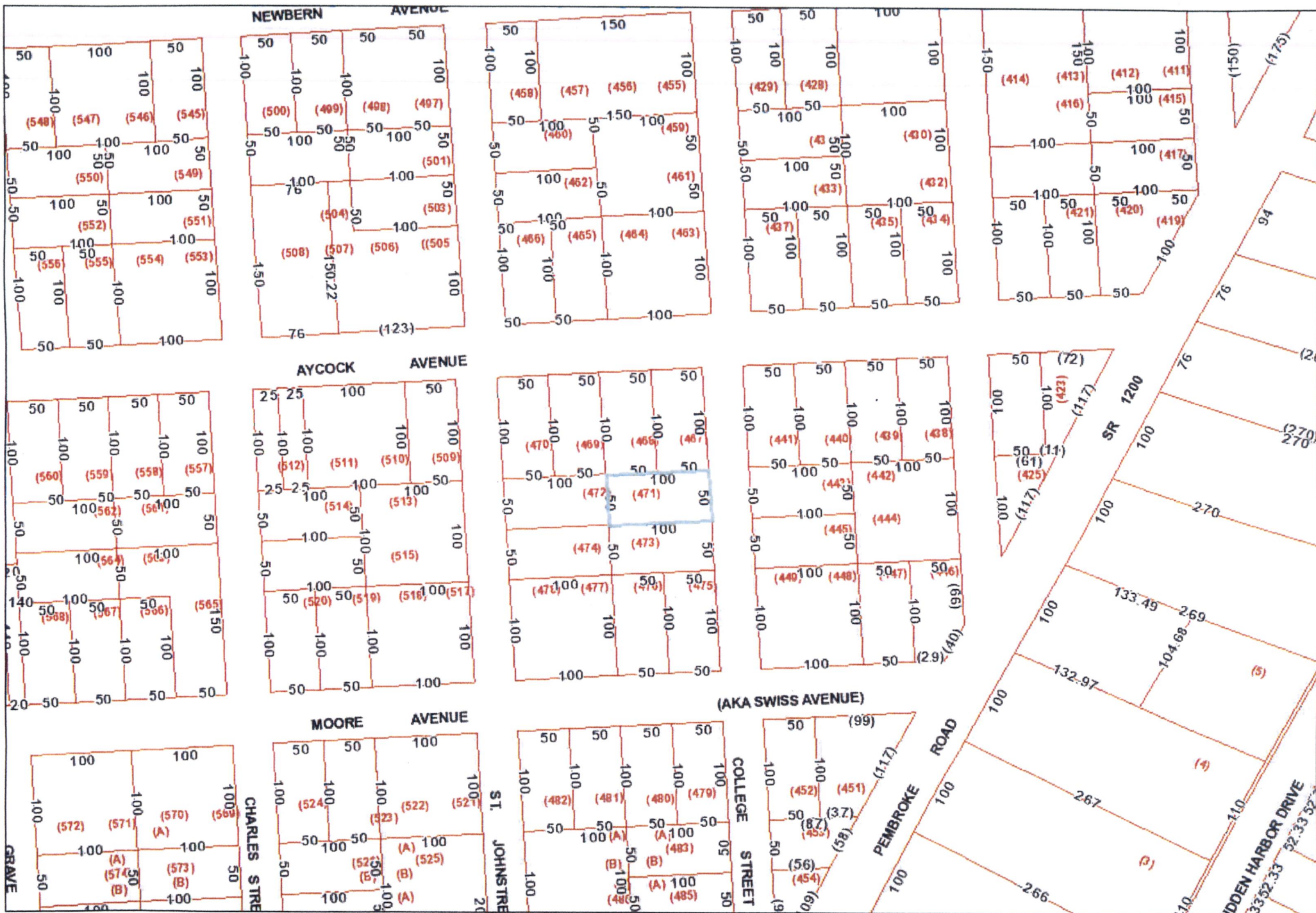
### Recent Sales Information

| SALE DATE  | Sellers Name                     | Buyers Name                      | Sale Type                      | Sale Price |
|------------|----------------------------------|----------------------------------|--------------------------------|------------|
| 5/24/2000  | MEDLER, PATRICIA LOREE           | NEW BERN-CITY OF                 | MULTI-PARCEL SALE-2 OR MORE PA | \$0        |
| 5/16/2000  | MEDLER, PATRICIA LOREE & MEDLER, | MEDLER, PATRICIA LOREE           | STRAIGHT TRANSFER              | \$0        |
| 10/20/1998 | CANTINE, MOLLIE ELIZABETH PERRY  | MEDLER, PATRICIA LOREE & MEDLER, | STRAIGHT TRANSFER              | \$0        |

### List of Improvements to Site

No improvements listed for this parcel





# Craven County GIS PID 8-039-197

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 28, 2022 at 9:51:15 AM

1 inch = 122 feet





PID 8-039-197 (College Street)









## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for Saint John Street Property  
(Tax Parcel ID 8-039-203)

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 2                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | Jesse Adams has tendered an offer of \$2,250 for the purchase of property on Saint John Street (PID 8-039-203). The property is a vacant lot with a tax value of \$4,500. |
| <b>Actions Needed by Board:</b> | Consider adopting resolution  |
| <b>Backup Attached:</b>         | Memo, resolution, offer to purchase, map and pictures of the property   |

|  |
|--|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

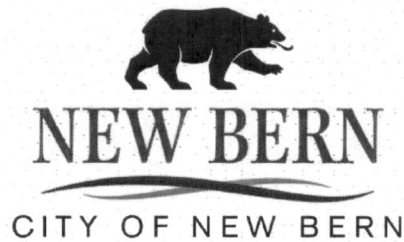
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



**Aldermen**

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



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

Jeffrey T. Odham  
Mayor  
Mark A. Stephens  
City Manager  
Brenda E. Blanco  
City Clerk  
Mary M. Hogan  
Director of Finance

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** January 13, 2023

**SUBJECT:** Offer to Purchase Saint John Street Property (PID 8-039-203)

Jesse Adams has made an offer to purchase property on Saint John Street for \$2,250. The tax value of the vacant 0.11-acre residential lot is \$4,500, and the offer represents 50% of the value. The property was acquired by the City in May of 2000.

/beb



## **RESOLUTION**

THAT WHEREAS, the City of New Bern owns certain real property identified as Craven County parcel identification number 8-039-203; and

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

WHEREAS, the City has received an offer to purchase the above described property in the amount of \$2,250.00 submitted by Jesse Adams; and

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

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

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

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

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

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

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

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



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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

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

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

Street Address: Saint John Street \_\_\_\_\_

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

Tax Parcel ID No.: 8-039-203 \_\_\_\_\_

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

Being all of that property more particularly described in Deed Book 1755, Page 0994 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 2,250.00 and shall be paid as follows:

(a) \$ 250.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,000.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

Jesse Adams \_\_\_\_\_

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

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

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

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

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

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


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



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

BUYER:

(If an individual)

 (SEAL)

Name: Jesse Adams

Date: 12/28/2022

Address: 709 Burton Street

Rocky Mount, NC 27803

Phone: 252-315-2575

SELLER

CITY OF NEW BERN

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

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

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

(If a business entity)

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 12/28/2022 9:49:12 AM

**Parcel ID :** 8-039 -203  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :** SAINT JOHN ST  
**Description :** 472 PEMBROKE



**Lot Description :** **Subdivision :** PEMBROKE

**Assessed Acreage :** 0.115 **Calculated Acreage :** 0.110  
**Deed Reference :** 1755-0994 **Recorded Date :** 5 24 2000

**Recorded Survey :**

**Estate Number :**

**Land Value :** \$4,500 **Tax Exempt :** Yes  
**Improvement Value :** \$0 **# of Improvements :** 0  
**Total Value :** \$4,500

**City Name :** NEW BERN **Fire tax District :**  
**Drainage District :** **Special District :**

**Land use :** VACANT-RESIDENTIAL TRACT

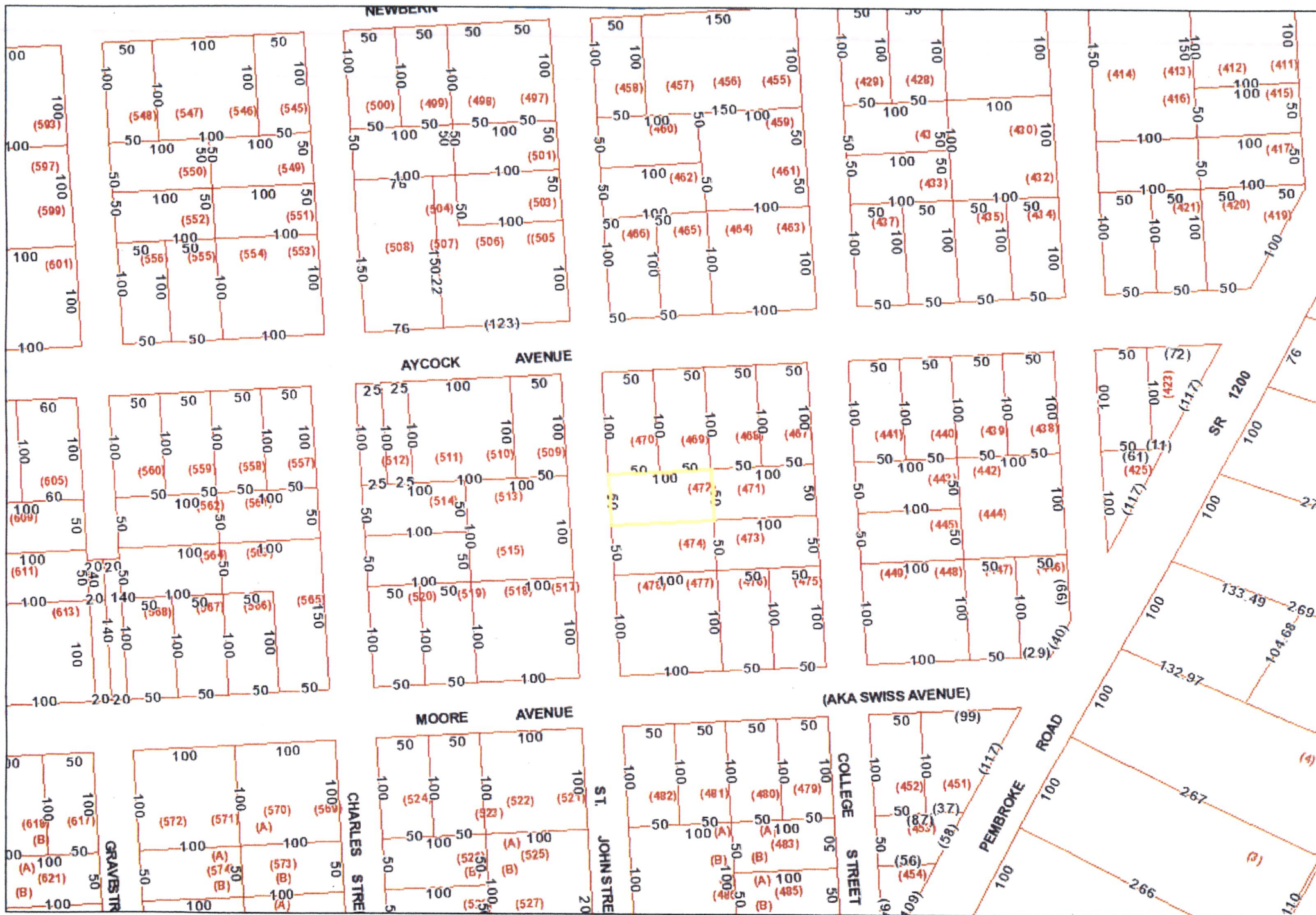
### Recent Sales Information

| SALE DATE  | Sellers Name                     | Buyers Name                      | Sale Type                      | Sale Price |
|------------|----------------------------------|----------------------------------|--------------------------------|------------|
| 5/24/2000  | MEDLER, PATRICIA LOREE           | NEW BERN-CITY OF                 | MULTI-PARCEL SALE-2 OR MORE PA | \$0        |
| 5/16/2000  | MEDLER, PATRICIA LOREE & MEDLER, | MEDLER, PATRICIA LOREE           | STRAIGHT TRANSFER              | \$0        |
| 10/20/1998 | CANTINE, MOLLIE ELIZABETH PERRY  | MEDLER, PATRICIA LOREE & MEDLER, | STRAIGHT TRANSFER              | \$0        |

### List of Improvements to Site

No improvements listed for this parcel





# Craven County GIS

PID 8-039-203

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 28, 2022 at 9:49:56 AM

1 inch = 122 feet





**PID 8-039-203 (Saint John Street)**









## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting Schedule of Fees and Charges Ordinance Amendment for Fiscal Year 2022-2023

|   |   |
|---|---|
| <b>Date of Meeting:</b> 01/24/2023  | <b>Ward # if applicable:</b>                                      |
| <b>Department:</b> Finance  | <b>Person Submitting Item:</b><br>Kim Ostrom, Director of Finance |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                                    |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | Amend the Schedule of Fees and Charges for FY22-23, effective April 1, 2023. Schedule of Fees and Charges with redline and Schedule of Fees and Charges without redline are attached. |
| <b>Actions Needed by Board:</b> | Adopt Ordinance Amendment for FY22-23 Schedule of Fees and Charges  |
| <b>Backup Attached:</b>         | Memo, Ordinance Amendment   |

|  |
|--|
| <b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

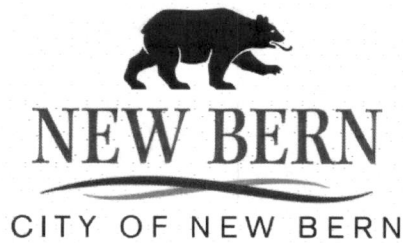
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



Aldermen

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk

Kimberly A. Ostrom  
Director of Finance

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

FROM: Kim Ostrom - Director of Finance

DATE: January 18, 2023

RE: Amendment to Schedule of Fees and Charges

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**Background**

The City of New Bern Schedule of Fees and Charges, adopted on June 14, 2022, should be amended to reflect proposed fee changes to off-street parking rates. The changes are identified in red on the attached proposed City of New Bern Schedule of Fees and Charges effective April 1, 2023.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on January 24, 2023.



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

THAT WHEREAS, pursuant to the Code of Ordinances of the City of New Bern, upon recommendation from the City Manager, the Board of Aldermen of the City of New Bern desires to amend the City of New Bern "Schedule of Fees and Charges" adopted on June 14, 2022 by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges".

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

SECTION 1. That the City of New Bern "Schedule of Fees and Charges" adopted by the Board of Aldermen on June 14, 2022 is hereby amended by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges" to be effective as of April 1, 2023.

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

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

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



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE APRIL 1, 2023**  
**(Revised 1/24/2023)**

| 1. ADMINISTRATIVE  | FEES  |
|--|---|
| CD or DVD  | \$5   |
| Copies - Other info not specifically listed  | Minimum \$2.00 (1 - 10 copies)<br>plus 20¢ each additional copy over 10 |
| GIS Base Maps (8.5"x11")   | B&W \$2; color \$3  |
| GIS Base Maps (11"x17")  | B&W \$3; color \$5  |
| GIS Base Maps (24"x36")  | B&W \$10; color \$15  |
| GIS Base Maps (36"x48")  | B&W \$15; color \$30  |
| Plans/Plats (copies of) ariel view - letter size   | \$5   |
| Plans/Plats (copies of) ariel view - tabloid size  | \$7.50  |
| Plans/Plats (copies of) ariel view - large size  | \$12.50   |
| Maps - Other large formats   | \$10.00   |
| Maps - Street index map  | \$15.00   |
| Maps - Zoning  | \$10 large; \$5 small   |
| Maps - GIS staff time for non-existent maps or data:   |   |
| Analysis/Coordinator   | \$50/hr   |
| Technician   | \$25/hr   |
| Administration   | \$20/hr   |
| Motor vehicle fee  | \$5   |
| Publications:  |   |
| CAMA Land Use Plan   | \$11  |
| Historic Preservation Guidelines   | \$11  |
| Land Use Ordinance   | \$12  |
| Urban Design Plan  | \$11  |
| Street Atlas Book  | \$25  |
| Convenience fee for online payment   | \$5   |
| Returned payment fee   | \$25  |
| 2. CEMETERIES: (Code Sections 18-26 and 18-32)   | FEES  |
| Opening/Closing:   |   |
| Weekdays before 4pm, adult   | \$500 resident/\$750 nonresident  |
| Weekdays before 4pm, infant/cremations/mausoleum   | \$250 resident/\$500 nonresident  |
| Weekdays after 4pm and weekends, adult   | \$575 resident/\$1,000 nonresident                                      |
| Weekdays after 4pm and weekends, infant/cremations/mausoleum   | \$300 resident/\$500 nonresident  |
| Holidays, adult  | \$650 resident/\$1,000 nonresident                                      |
| Holidays, infant/cremations/mausoleum  | \$425 resident/\$750 nonresident  |
| Wait time per hour (for noncompliance for "before 4pm" services that extend beyond 4pm)  | \$150 resident/\$300 nonresident  |
| Grave/Lot Sales - New Bern Memorial Cemetery:  |   |
| Plot - Single grave, resident  | \$600   |
| Plot - Single grave, nonresident   | \$1,200   |
| Plot - 4-Grave lot, resident   | \$2,000   |
| Plot - 4-Grave lot, nonresident  | \$4,000   |
| Plot - Infant grave, resident  | \$100   |
| Plot - Infant grave, nonresident   | \$300   |
| Plot - Mausoleum, resident   | \$3,500   |
| Plot - Mausoleum, nonresident  | \$7,000   |
| Plot - Cremations, resident  | \$250   |
| Plot - Cremations, nonresident   | \$500   |
| Transfer/resale of license (per grave)   | \$25 resident-to-resident/\$100 nonresident                             |
| *This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided. |   |
| 3. FIRE: (Code Section 30-33)  | FEES  |
| Working without a permit   | Cost of permit plus \$50  |
| Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)  | \$50  |
| Plan Review (Construction)   | \$50  |
| New Business Inspection  | \$50  |
| ABC/ALE Inspection   | \$50  |
| Special Requested Inspections  | \$50  |
| Care Homes (foster, respite, therapeutic)  | \$50  |
| 2nd Reinspection (noncompliance when Codes ARE NOT met)  | \$75  |
| 3rd Reinspection (noncompliance when Codes ARE NOT met)  | \$150   |
| Standby personnel-minimum 4-men engine company   | FEMA equipment rate plus labor  |
| After hours fire inspection  | \$150   |
| Occupying building without a C/O or C/C  | \$150   |



**SCHEDULE OF FEES AND CHARGES\***

**CITY OF NEW BERN**

**EFFECTIVE APRIL 1, 2023**

**(Revised 1/24/2023)**

|   |                                    |
|---|------------------------------------|
| Failure to obtain final inspection  | \$100                              |
| Operational Permits:  |                                    |
| Amusement buildings   | \$75                               |
| Carnivals and Fairs   | \$75                               |
| Combustible dust-producing operations   | \$75                               |
| Covered and open mall buildings   | \$75                               |
| Exhibits and trade shows  | \$75                               |
| Explosives  | \$125                              |
| Flammable and combustible liquids (only mandated by NC Fire Prevention Code)                                | \$75                               |
| Fumigation and thermal insecticidal fogging   | \$75                               |
| Liquid or gas vehicles or equipment in assembly buildings   | \$75                               |
| Private fire hydrants   | \$75                               |
| Pyrotechnic special effects material  | \$125                              |
| Spraying or dipping   | \$75                               |
| Temporary membrane structures and tents   | \$75                               |
| Open burning - land clearing  | \$50/acre cleared                  |
| Open burning - hazard reduction   | No Fee                             |
| Open burning - camp fire  | \$75                               |
| Construction Permits:   |                                    |
| Automatic fire extinguishing systems  | \$100 +\$2 per head                |
| Battery systems   | \$75                               |
| Compressed gas  | \$75                               |
| Cryogenic fluids  | \$75                               |
| Emergency responder radio coverage systems  | \$75                               |
| Fire alarm and detection systems and related equipment  | \$100                              |
| Fire pump and related equipment   | \$100                              |
| Flammable and combustible liquids (only mandated by NC Fire Prevention Code)<br>(per tank if applicable)    | \$75                               |
| Gates and barricades across fire apparatus access roads   | \$75 per gate or barricade         |
| Hazardous materials   | \$75                               |
| Industrial ovens  | \$75                               |
| Private fire hydrants   | \$75 per hydrant                   |
| Smoke control or smoke exhaust systems  | \$75                               |
| Solar photovoltaic power systems  | \$75                               |
| Spraying or dipping   | \$75                               |
| Standpipe systems   | \$100                              |
| Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment  | \$125                              |
| Temporary membrane structures and tents   | \$75                               |
| Fire Main Inspection  | \$100 + \$2 per foot of pipe       |
| <b>4. PARKING: (Code Section 70-272)</b>  | <b>FEES</b>                        |
| Parking Spaces Monthly Fee: (billed annually)   | \$35 Limited/\$45 Residential      |
| Limited: 7:00am - 5:30pm - Monday to Friday   | \$35                               |
| Residential: 24 hours   | \$45                               |
| Sign Installation Fee - one-time fee for monthly spaces   | \$20                               |
| Late Penalty - Parking leases billed and managed by Accounting (payment received after due date)            | 5% of monthly bill                 |
| Delinquent Fee - Parking leases billed and managed by Accounting (payment received 10+ days after due date) | \$30                               |
| Parking Penalties (Code Section 70-274)   | \$25, see code for further details |
| Leased Space Parking Hangers  | 2 Free, \$3 each additional        |
| <b>5. PARKS AND RECREATION: (Code Section 50-2)</b>   | <b>FEES</b>                        |
| Athletics and Field Rentals:  |                                    |
| Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Daily               | not to exceed \$5                  |
| Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Weekend             | not to exceed \$13                 |
| Adult sports leagues - Men's basketball (per team)  | \$350 resident/\$450 nonresident   |
| Adult sports leagues - Adult 3 on 3 basketball (per team)   | \$200 resident/\$275 non resident  |
| Adult sports leagues - Women's basketball (per team)  | \$350 resident/\$450 nonresident   |
| Adult sports leagues - Men's flag football (per team)   | \$250 resident/\$325 nonresident   |
| Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)   | \$200 resident/\$275 nonresident   |
| Adult sports leagues - co-ed softball (per team)  | \$400 resident/nonresident         |
| Adult sports leagues - 5K events per participant  | \$30 resident/\$45 nonresident     |
| Adult sports leagues - Individual participation for all leagues   | \$20 resident/\$30 nonresident     |
| Adult sports leagues - Co-ed volleyball   | \$35 resident/\$45 nonresident     |
| Summer basketball program (Youth)   | \$10 resident/\$15 nonresident     |



**SCHEDULE OF FEES AND CHARGES\***

**CITY OF NEW BERN**

**EFFECTIVE APRIL 1, 2023**

**(Revised 1/24/2023)**

|   |   |
|---|---|
| Summer basketball program (Adult)   | \$15 resident/\$20 nonresident                          |
| Aquatic Center General Admission:   |   |
| Up to age 2   | \$2.50 resident; \$3.25 nonresident                     |
| Parent and one child up to age 2 package<br>(\$1.00 for each additional child up to age 2. Limit of 3)  | \$5.50 resident; \$6.75 nonresident                     |
| Age 3-17  | \$4.00 resident; \$5.00 nonresident                     |
| Age 18-54   | \$4.50 resident; \$5.50 nonresident                     |
| Age 55 and up (seniors)   | \$3.50 resident; \$4.50 nonresident                     |
| Aquatic Center Family Night:  |   |
| Up to age 2   | \$1.00 resident; \$1.50 nonresident                     |
| Age 3-17  | \$2.00 resident; \$2.50 nonresident                     |
| Age 18-54   | \$2.50 resident; \$3.00 nonresident                     |
| Age 55 and up (seniors)   | \$1.50 resident; \$2.00 nonresident                     |
| Aquatic Center season pass  | \$60 resident; \$100 nonresident                        |
| Aquatic Center Pool Party:  |   |
| 2 Hours - Up to 30 participants   | \$150 resident; \$200 nonresident                       |
| 31 or greater participants (per person)   | \$5   |
| Deposit - Refundable  | \$50  |
| Athletic Field - Ballfield Preparation (per field):   |   |
| Baseball/Softball   | \$30  |
| Football/Soccer/Lacrosse  | \$100   |
| Athletic field - Day use minimum 2 hours maximum 8 hours (additional after 8 hours):  |   |
| Civic organizations/private groups - city sponsored   | N/C   |
| Schools during school hours and/or athletic season  | N/C   |
| Recreation teams *  | \$15/hr   |
| Civic organizations/private groups not charging admission/donations*  | \$20/hr resident; \$30/hr nonresident                   |
| *No charge if no field prep is done   |   |
| Civic organizations/private groups charging admission/donations   | \$25/hr resident; \$50/hr nonresident                   |
| Athletic field - Night use minimum 2 hours maximum 4 lighted hours:   |   |
| Non-city recreation teams   | \$30/hr   |
| Civic organization/private groups - not charging admission/donations  | \$25/hr resident; \$50/hr nonresident                   |
| Civic organizations/private groups charging admission/donations   | \$40/hr resident; \$60/hr nonresident                   |
| Athletic field (full tournament not to exceed 3 days/2 nights)  | \$350 + \$25/hr attendant fee                           |
| Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours)   | \$20/hr resident; \$30/hr nonresident                   |
| <b>EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.</b> |   |
| Batting cages, parties only (2 hours). Available offseason only.  | \$30  |
| Bleacher rentals (daily rental fees)  | \$100 (small); \$150 (medium); \$300 (large) (1-4 sets) |
| Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)   |   |
| Recreation Programs:  |   |
| Childcare after-school recreation program (resident)  | \$35/wk   |
| Childcare after-school recreation program (non-resident)  | \$50/wk   |
| Classes - Adult recreation & fitness (annual) indoor  | \$30 resident/\$35 nonresident                          |
| Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor)   | \$6 per class   |
| Classes - Art (resident) includes instructor fee & some materials<br>(20 city /80 split with instructor)  | \$20-\$150  |
| Classes - Art (nonresident) includes instructor fee & some materials  | \$40-\$200  |
| Classes - Ceramics (resident)   | \$30; seniors \$25                                      |
| Classes - Ceramics (nonresident)  | \$40; seniors \$30                                      |
| Dog Park:   |   |
| Yearly 1 dog  | \$25 resident/\$50 nonresident                          |
| Each additional dog   | \$20 resident/\$35 nonresident                          |
| One day pass  | \$5 resident/\$15 nonresident                           |
| Weekend pass  | \$15 resident/\$25 nonresident                          |
| Monthly pass  | \$20 resident/\$25 nonresident                          |
| Honor/Memory Programs:  |   |
| Honor tree program  | \$300 tree resident; \$350 nonresident                  |
| Tree purchase program   | \$150 - \$250 depending on the species                  |
| Memory bench program - new  | \$750/bench (includes placard)                          |
| Memory bench program - existing   | \$600/bench (includes placard)                          |
| Brick Pavers  | \$75  |
| Kidsville Pickets   | \$50  |
| Kidsville Tiles   | \$25  |
| Facility Rates (Recreation Centers, 408 Hancock, Community Center):   |   |



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE APRIL 1, 2023**  
**(Revised 1/24/2023)**

|  |   |
|--|---|
| Multi-purpose room rental (2 hours minimum):   |   |
| Resident   | \$30/hr                                       |
| Nonresident  | \$45/hr                                       |
| Gym rental (2 hours minimum):  |   |
| Resident   | \$40/hr                                       |
| Nonresident  | \$55/hr                                       |
| Meeting room rental (2 hours minimum):   |   |
| Resident   | \$25  |
| Nonresident  | \$35  |
| Gym - walk-in (1 day)  | \$1   |
| Gym - contracted lessons (Parks & Recreation receives 20% of fee)  | 80/20% split                                  |
| Kitchen rental:  |   |
| Resident   | \$25/hr                                       |
| Nonresident  | \$35/hr                                       |
| Facility rental deposit  | \$50  |
| Admission Rate   | \$25/hr                                       |
| (If admission is charged, this additional hourly rate applies to each room rented)   |   |
| After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee  | \$15/hr room rental + \$20/hr staff           |
| Park Fees:   |   |
| Gazebo rental (Union Point Park)   | \$40/hr resident; \$70/hr nonresident         |
| Union Point Park Green space - per side (adjacent to gazebo)   | \$50/hr resident; \$80/hr nonresident         |
| Park Green Space - Small   | \$40/hr resident; \$70/hr nonresident         |
| Park Green Space - Medium  | \$50/hr resident; \$80/hr nonresident         |
| Park Green Space - Large   | \$60/hr resident; \$90/hr nonresident         |
| Shelter Reservation:   |   |
| Resident (half day - up to 4 hours)  | \$20 - \$50 based on location                 |
| Nonresident (half day - up to 4 hours)   | \$30 - \$60 based on location                 |
| Resident (full day - up to 8 hours)  | \$30 - \$60 based on location                 |
| Nonresident (full day - up to 8 hours)   | \$40 - \$80 based on location                 |
| Sprayground (Daily admission before noon for group reservations)   | \$1 resident/\$3 nonresident                  |
| Summer camps:  |   |
| Bear Bunch Camp (per session)  | \$75 resident/\$95 nonresident                |
| Cooking Camp   | \$105 resident/\$125 nonresident              |
| Sports Camp  | \$75 resident/\$95 nonresident                |
| Teen Camp  | \$75 resident/\$95 nonresident                |
| Y.E.S. camp  | \$25 for 1st/\$20 each additional resident    |
| Y.E.S. camp  | \$35 for 1st/\$30 each additional nonresident |
| Adventure Camp   | \$100 resident/\$125 nonresident              |
| Swim lesson sessions - 8 classes per session   | \$40 resident/\$70 nonresident                |
| (Reduced rate of \$10 per session available for City residents who qualify (application available))  |   |
| Youth Sports:  |   |
| Youth football and cheerleading  | \$50 resident/\$80 nonresident                |
| Youth basketball   | \$40 resident/\$70 nonresident                |
| Youth baseball   | \$20-\$40 resident/\$30-\$50 nonresident      |
| Youth soccer   | \$40 resident/\$70 nonresident                |
| Youth lacrosse   | \$40 resident/\$70 nonresident                |
| Youth road races (per participant)   | \$30 resident/\$45 nonresident                |
| Fishing Tournament Attendant (opening/closing)   | \$25/hour                                     |
| Community Garden (per space)   | \$25  |
| Wedding Permit (City parks or green spaces)  | \$100 resident/\$200 nonresident              |
| Mobile Recreation Unit (2 hour minimum)  | \$125/hour                                    |
| Canoe/Kayak Rentals (2 hours)  | \$15/\$10 each additional hour                |
| Pedal boat   | \$10/hour                                     |
| Specialty Day Camp (One Week)  | \$50 resident/\$75 nonresident                |
| Mobile Stage (20'x24') Daily Rental  | \$2,000.00                                    |
| Mobile Stage Deposit (Refundable)  | \$500.00                                      |
| Staff Supervision Rate (2 staff minimum)   | \$35.00/hour per staff                        |
| NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are limited to 12 hours per day. Rentals exceeding these hours will require director's approval. |   |
| <b>6. Development Services:</b>  | <b>FEES</b>                                   |
| Certificate of zoning compliance letter  | \$27  |
| Conditional use permit   | \$375   |
| Historic Preservation - Minor works  | \$22  |



**SCHEDULE OF FEES AND CHARGES\***

**CITY OF NEW BERN**

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|   |  |
|---|--|
| Historic Preservation - Major works requiring design review   | \$107  |
| Historic preservation - Major works not requiring design review                                     | \$27   |
| Homeowners recovery fee (single family dwelling only)   | \$10   |
| Site Plan review  | \$214  |
| Special use permit  | \$321  |
| Subdivision plan review   | \$161  |
| P&Z General Subdivision Plan Review Application   | \$161 or \$11/lot whichever is greater                                     |
| Subdivision application - final review  | \$214 or \$27/lot whichever is greater                                     |
| Subdivision application - minor plats & recombination   | \$107  |
| Telecommunication - New wireless support structure  | \$1,500 per section 15-170 of Other Land Use Ordinance                     |
| Telecommunication - other   | \$500  |
| Zoning compliance   | \$22   |
| Zoning compliance - Residential flood plain   | \$54   |
| Zoning compliance - Commercial flood plain  | \$107  |
| Zoning permit   | \$38   |
| Administrative Fees:  |  |
| Weed and debris clearance   | \$71   |
| Removing abandoned vehicles   | \$71   |
| Boarding up buildings (MHC)   | \$84   |
| Starting work without a permit  | 1st: \$107+permit; 2nd: \$161+permit; 3rd: \$214+permit; 4th: \$268+permit |
| Convenience fee for online payment  | \$5  |
| Building permit (+ \$17 compliance fee):  |  |
| Residential: Single family/townhouse/duplex - per unit for multicomplex                             | Heated \$0.21/sf; Unheated \$0.16/sf                                       |
| Minimum charge \$38   |  |
| Commercial: minimum charge \$38   | \$0.18/sf  |
| Building permit - Demolition (+ \$17 compliance fee)  | Residential \$161; Commercial \$321  |
| Building permit - Manufactured mobile home: singlewide/construction trailer; doublewide; triplewide | \$107; \$161; \$214  |
| Building permit-Renovations to existing bldg (+ \$17 compliance fee) (per unit for multicomplex)    | \$0.16/sf; Minimum \$38  |
| Certificate of occupancy  | \$27/unit  |
| Temporary Certificate of Occupancy  | \$50, 30 days  |
| First Extension of Temporary Certificate of Occupancy   | \$300, 30 days   |
| All Extension of Temporary Certificate of Occupancy thereafter                                      | \$500, every 30 days   |
| Inspections:  | Incl. in building permit fee   |
| Inspections - Building compliance   | \$107 residential; \$161 commercial  |
|   | \$75 group homes   |
| Inspections - Minimum housing as notified by Customer Service cutoffs                               | \$38   |
| Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)                       | \$75/each  |
| Inspections - Plan review, residential up to 1,500 sf   | \$54   |
| Inspections - Plan review, residential over 1,500 sf  | \$81   |
| Inspections - Plan review, commercial up to 20,000 sf   | \$214  |
| Inspections - Plan review, commercial 20,001-40,000 sf  | \$268  |
| Inspections - Plan review, commercial 40,001 or greater   | \$428  |
| Permit - Electrical (signs & billboards)  | \$43   |
| Permit - Electrical (temporary buildings)   | \$100  |
| Permit - Electrical   | 60 -150 amp - \$54; 200 amp - \$65   |
|   | 400 amp - \$75; 401 - 600 amp - \$86                                       |
|   | 601 - 800 amp - \$97   |
|   | 801 - 1000 amp - \$107   |
|   | 1001 - 1600 amp - \$118  |
|   | over 1600 amp - \$120 + \$11 for each additional 100 amp                   |
| Permit - Electrical heating & cooling   | \$17/each  |
| Permit - Electrical outlets & wall switches   | \$33 for 1 - 5; \$43 for 6 - 50;   |
|   | \$65 for 51-100; \$81 for 101-200  |
|   | \$2 each over 200  |
| Permit - Electrical light fixtures  | \$3  |
| Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)                           | \$17/each  |
| Permit - Electrical equipment (motors, hoists, xrays, etc.)   | \$17   |
| Permit - Electrical disconnects & subpanels   | \$13/each  |
| Permit - Gas piping & distribution system (residential)   | \$22   |
| Permit - Gas appliances   | \$17   |
| Permit - Gas refrigeration - coolers/freezers (each unit)   | \$27   |



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
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|  |   |
|--|---|
| Permit - Gas boilers/water heaters (each unit)                             | \$22  |
| Permit - Home Occupation   | \$27  |
| Permit - House Moving  | \$214   |
| Permit - Insulation (+ \$17 compliance fee):                               |   |
| Residential (minimum charge \$38)  | \$54 per unit + \$27/each additional unit   |
| Commercial (minimum charge \$38)   | \$65 per unit + \$33/each additional unit   |
| Permit - Mechanical Residential (HVAC)                                     | \$107 + \$54/each additional unit   |
| Permit - Mechanical Commercial (HVAC) - Roof or ground level units         | \$43 + \$7/ton  |
| Permit - Plumbing each fixture   | \$11  |
| Permit - Plumbing, backflow preventer (in system)                          | \$22  |
| Permit - Plumbing, floor drain & grease traps                              | \$11  |
| Permit - Plumbing, heat pump connections                                   | \$22/each   |
| Permit - Plumbing, lawn sprinkler  | \$33  |
| Permit - Plumbing, water distribution system                               | \$17  |
| Permit - Plumbing, replace or alter existing system                        | \$17  |
| Permit - Plumbing, sewer distribution system                               | \$17  |
| Permit - Signs (building permit - based on sign value)                     | \$1 - \$500 = \$65;<br>\$501-\$1,000 = \$75<br>\$1,001-\$5,000 = \$86<br>\$5,001-\$10,000 = \$97<br>over \$10,000 = \$107 |
| Permit - Signs (shopping center master)                                    | \$214   |
| Permit - Signs (temporary, permanent) (additional fees may apply)          | \$33  |
| Permit - Tree removal  | \$22  |
| <b>7. POLICE: (Code Section 42-32)</b>                                     | <b>FEES</b>   |
| Accident report  | No charge   |
| Citizens Academy fee   | \$25  |
| False Alarm  | \$50 on and after 3rd offense   |
| Alarm Registration Fee   | \$25  |
| Alarm Reinstatement Fee  | \$50  |
| Non-Permitted Alarm System   | \$250   |
| Alarm Appeal Fee   | \$25  |
| Illegal Use of Automatic Voice Dialer                                      | \$100   |
| Fingerprinting   | \$10  |
| Funeral escorts  | \$50 per escort with 48 hours notice;<br>\$100 per escort without 48 hours notice   |
| Off Duty Fee   | \$40/hr - 3 hours minimum paid to officer   |
| Off Duty Fee for Federal/City Holiday                                      | \$40/hr - 3 hours minimum paid to officer   |
| Pawnbroker - initial license application fee                               | \$50  |
| Pawnbroker - renewal license fee   | \$25  |
| Permit - Alarm Registration (first permit/annual renewal)                  | \$25  |
| Permit - Alarm failure to register   | No charge   |
| Permit - Outdoor amplified sound   | No charge   |
| Vicious, Dangerous, or potentially Dangerous Dog Registration fee (annual) | \$100   |
| Vicious Dog Permit Fee (annual)  | \$500   |
| Vicious, Dangerous, or potentially Dangerous Dog Appeal                    | \$50  |
| Precious Metal Permits:  |   |
| Dealer permits (annual)  | \$180   |
| Special occasion permit  | \$180   |
| Employee certificate of compliance   | \$10  |
| Employee certificate of compliance (annual renewal fee)                    | \$10  |
| Fingerprints (processed for dealer permits - SBI fee)                      | \$38  |
| Wrecker - (includes inspection)  | \$250 to be on rotation list  |
| Parking Penalties (Code Section 70-235)                                    | \$25, see code for further details  |
| <b>8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)</b>    | <b>FEES</b>   |
| City Sponsored Event Fees:   |   |
| Vendor Permit Fee  | \$25  |
| Food Vendor Service Fee  | \$35  |
| NonCity Sponsored Event Fees:  |   |
| Vendor Permit Fee  | \$35  |
| Food Vendor Service Fee  | \$45  |
| Barricades   | \$5 each  |
| Safety cones   | \$2   |
| City Labor: (Hourly Rates)   |   |
| Fire - Lieutenant/Inspector  | \$29  |
| Fire - Specialist  | \$23  |



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
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|  |  |
|--|--|
| Police - Officers (On Duty Rate)   | \$35   |
| Police - Officers (Off Duty Rate)  | \$27   |
| Public Works - Supervisor  | \$35   |
| Public Works - Equipment Operator  | \$26   |
| Public Works - Maintenance Worker  | \$22   |
| Recreation - Supervisor (per person)   | \$35   |
| Recreation - Park Staff (per person)   | \$22   |
| <b>9. PUBLIC WORKS: (Code Sections 66-12)</b>  | <b>FEES</b>                                    |
| Repair Fees:   |  |
| Labor  | Hourly rate with benefits*                     |
| Material   | Actual cost                                    |
| Equipment trucks   | Hourly rate per FEMA schedule*                 |
| *See explanation at the end of this Fee Schedule   |  |
| Permit - Sidewalk Café   | \$150  |
| Permit - Street Café   | \$150  |
| Permit - Nonprofit street banners  | \$75   |
| Permit - Driveway  | \$20   |
| Public nuisance  | Hourly equip rate per FEMA schedule + labor    |
| Safety cones (use)   | \$2  |
| Safety cones (replacement)   | \$25   |
| Signs - regulatory/right-of-way  | Material cost + labor                          |
| Signs - Community watch  | Material cost + labor                          |
| Signs - Handicapped  | Material cost + labor                          |
| Signs - Hardware (1 set)   | Material cost + labor                          |
| Signs - Maximum penalty  | Material cost + labor                          |
| Signs - No parking-fire lane   | Material cost + labor                          |
| Signs - Van accessible   | Material cost + labor                          |
| Street closings (right-of-way abandonments)  | \$500 plus cost of advertising                 |
| <b>10. REFUSE: (Code Section 62-37)</b>  | <b>FEES</b>                                    |
| Commercial refuse (65-gal cart / 1x week service)  | \$14.93/month + \$14.93 each additional        |
| Dumpster services - 2 yd (1x week service)   | \$29.77/month                                  |
| Dumpster services - 4 yd (1x week service)   | \$59.54/month                                  |
| Dumpster services - 6 yd (1x week service)   | \$89.31/month                                  |
| Dumpster services - 8 yd (1x week service)   | \$119.08/month                                 |
| Refuse container   | 1 at no charge                                 |
| Residential service (65-gal cart / 1x week service)  | \$14.93  |
| Seniors Exemption Credit   | 50% of residential service                     |
| <b>11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)</b> | <b>FEES</b>                                    |
| Electric rates   | See rate ordinance adopted 7/1/21              |
| Water & Sewer System Development Fees & Connection Fees  | See ordinance adopted 6/12/18                  |
| Water & Sewer Rates  | See ordinance adopted 6/23/15                  |
| Additional fee if service needs to be disconnected by  |  |
| City personnel at pole due to meter-service tampering  | \$160  |
| City personnel at pole due to delinquency  | \$160  |
| Changed payment arrangement fee  | \$30   |
| New service connection/transfer fee: requests after 11 am are next day service                   | \$30   |
| New service connection/transfer fee added for same day request after 11 am                       | \$45   |
| Delinquent Fee (for bills unpaid after 10th day following due date)                              | \$30   |
| Deposit - Residential (exempt with excellent credit score)                                       | 2x highest bills in last 24 months             |
| (refunded after 18 months with good payment history)   | Not to exceed \$500                            |
| Deposit - Commercial/Industrial (refunded after 60 months with good payment history)             | 2x highest bills in last 24 months             |
| Fee if payment is not made in night drop as agreed   | \$100  |
| Late penalty (payments received after due date)  | 5% of monthly bill                             |
| Meter change out fee   | \$155  |
| Meter Diversion Fee (Meter Tampering Investigation)  | \$400  |
| Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)    | \$75   |
| Payment Arrangement Fee  | No charge                                      |
| Reconnection for Non-payment Fee weekdays 8am-5pm  | No charge                                      |
| Reconnection for Non-payment Fee weekdays 5pm-11pm   | \$75   |
| Reconnection for Non-payment Fee weekends 8am-11pm   | \$75   |
| Temporary electric service and/or utility pole (utility determines location)                     | See Customer Service Guidelines                |
| Load management switch recovery fee  | Cost of switch from latest bid                 |
| Extra facilities charge  | 2% installed costs minimum 5 years, \$75/month |



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
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|   |   |
|---|---|
| Additional pole   | \$350   |
| OH extension beyond two pole spans  | \$1.05/ft.  |
| UG line extension beyond 300 ft.  | \$7.70/ft.  |
| OH to UG conversion of service  | \$735   |
| UG Crossings including streets, sidewalks, driveways and other obstacles  | Time, material and equipment.<br>See repair fee below   |
| Underground service length  | \$7.70  |
| Cost per linear foot  | \$6.43  |
| Second trip to site   | \$310   |
| Service drop after normal working hours ( 24-hour notice required)  | \$100/hr 2 hours minimum; if service is required to be reconnected, a minimum charge of 4 hours applies |
| <b>Construction/Maintenance/Repair Fees:</b>  |   |
| Labor   | Hourly rate with benefits   |
| Material  | Actual cost of material   |
| Vehicles and specialized equipment  | FEMA hourly rate schedule   |
| Contractual services  | Actual cost of service  |
| General overhead  | 10% calculated after labor, material, equipment and contractual services                                |
| <b>12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)</b>   | <b>FEES</b>   |
| <b>Pretreatment Programs Fees for SIU's:</b>  |   |
| Pretreatment - Permit Application   | \$500   |
| Pretreatment - Permit Modification  | \$250   |
| Pretreatment - Permit renewal   | \$500   |
| Pretreatment - Annual administrative fee  | \$300   |
| Pretreatment - Annual inspection  | \$100   |
| Pretreatment - Permit fine  | \$250   |
| Pretreatment - Administrative fee for monthly review  | \$100/month   |
| Pretreatment - Unscheduled sampling   | Contract analyses charges   |
| Pretreatment - Permit limit violation   | \$100   |
| Pretreatment - Technical review criteria  | \$250   |
| Pretreatment - Significant noncompliance  | \$500   |
| <b>Pretreatment - BOD:</b>  |   |
| Surcharge ceiling conc. (mg/L)  | \$350   |
| Surcharge cost per pound  | \$0.15  |
| Charge for analysis   | Contract labor cost   |
| <b>Pretreatment - TSS:</b>  |   |
| Surcharge ceiling conc. (mg/L)  | \$250   |
| Surcharge cost per pound  | \$0.27  |
| Charge for analysis   | Contract labor cost   |
| FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by the United States Department of Homeland Security Federal Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at <a href="https://www.fema.gov/assistance/public/schedule-equipment-rates">https://www.fema.gov/assistance/public/schedule-equipment-rates</a> . Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment. |   |
| Labor - Standard and overtime hourly labor rates are adjusted annually and applied to the service performed. Labor rates include, but are not limited to, benefits, taxes, social security, Medicare, retirement, workers compensation and health insurance. Annual labor rates are available upon request.   |   |



**SCHEDULE OF FEES AND CHARGES\***

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**CITY OF NEW BERN  
EFFECTIVE APRIL 1, 2023  
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| <b>1. ADMINISTRATIVE</b>   | <b>FEES</b>   |
|--|---|
| CD or DVD  | \$5   |
| Copies - Other info not specifically listed  | Minimum \$2.00 (1 - 10 copies)<br>plus 20¢ each additional copy over 10 |
| GIS Base Maps (8.5"x11")   | B&W \$2; color \$3  |
| GIS Base Maps (11"x17")  | B&W \$3; color \$5  |
| GIS Base Maps (24"x36")  | B&W \$10; color \$15  |
| GIS Base Maps (36"x48")  | B&W \$15; color \$30  |
| Plans/Plats (copies of) ariel view - letter size   | \$5   |
| Plans/Plats (copies of) ariel view - tabloid size  | \$7.50  |
| Plans/Plats (copies of) ariel view - large size  | \$12.50   |
| Maps - Other large formats   | \$10.00   |
| Maps - Street index map  | \$15.00   |
| Maps - Zoning  | \$10 large; \$5 small   |
| Maps - GIS staff time for non-existent maps or data:   |   |
| Analysis/Coordinator   | \$50/hr   |
| Technician   | \$25/hr   |
| Administration   | \$20/hr   |
| Motor vehicle fee  | \$5   |
| Publications:  |   |
| CAMA Land Use Plan   | \$11  |
| Historic Preservation Guidelines   | \$11  |
| Land Use Ordinance   | \$12  |
| Urban Design Plan  | \$11  |
| Street Atlas Book  | \$25  |
| Convenience fee for online payment   | \$5   |
| Returned payment fee   | \$25  |
| <b>2. CEMETERIES: (Code Sections 18-26 and 18-32)</b>  | <b>FEES</b>   |
| Opening/Closing:   |   |
| Weekdays before 4pm, adult   | \$500 resident/\$750 nonresident  |
| Weekdays before 4pm, infant/cremations/mausoleum   | \$250 resident/\$500 nonresident  |
| Weekdays after 4pm and weekends, adult   | \$575 resident/\$1,000 nonresident                                      |
| Weekdays after 4pm and weekends, infant/cremations/mausoleum   | \$300 resident/\$500 nonresident  |
| Holidays, adult  | \$650 resident/\$1,000 nonresident                                      |
| Holidays, infant/cremations/mausoleum  | \$425 resident/\$750 nonresident  |
| Wait time per hour (for noncompliance for "before 4pm" services that extend beyond 4pm)  | \$150 resident/\$300 nonresident  |
| Grave/Lot Sales - New Bern Memorial Cemetery:  |   |
| Plot - Single grave, resident  | \$600   |
| Plot - Single grave, nonresident   | \$1,200   |
| Plot - 4-Grave lot, resident   | \$2,000   |
| Plot - 4-Grave lot, nonresident  | \$4,000   |
| Plot - Infant grave, resident  | \$100   |
| Plot - Infant grave, nonresident   | \$300   |
| Plot - Mausoleum, resident   | \$3,500   |
| Plot - Mausoleum, nonresident  | \$7,000   |
| Plot - Cremations, resident  | \$250   |
| Plot - Cremations, nonresident   | \$500   |
| Transfer/resale of license (per grave)   | \$25 resident-to-resident/\$100 nonresident                             |
| *This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided. |   |
| <b>3. FIRE: (Code Section 30-33)</b>   | <b>FEES</b>   |
| Working without a permit   | Cost of permit plus \$50  |
| Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)  | \$50  |
| Plan Review (Construction)   | \$50  |
| New Business Inspection  | \$50  |
| ABC/ALE Inspection   | \$50  |
| Special Requested Inspections  | \$50  |
| Care Homes (foster, respite, therapeutic)  | \$50  |
| 2nd Reinspection (noncompliance when Codes ARE NOT met)  | \$75  |
| 3rd Reinspection (noncompliance when Codes ARE NOT met)  | \$150   |
| Standby personnel-minimum 4-men engine company   | FEMA equipment rate plus labor  |
| After hours fire inspection  | \$150   |
| Occupying building without a C/O or C/C  | \$150   |



**SCHEDULE OF FEES AND CHARGES\***

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**CITY OF NEW BERN**

**EFFECTIVE APRIL 1, 2023**

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|   |  |
|---|--|
| Failure to obtain final inspection  | \$100  |
| Operational Permits:  |  |
| Amusement buildings   | \$75   |
| Carnivals and Fairs   | \$75   |
| Combustible dust-producing operations   | \$75   |
| Covered and open mall buildings   | \$75   |
| Exhibits and trade shows  | \$75   |
| Explosives  | \$125  |
| Flammable and combustible liquids (only mandated by NC Fire Prevention Code)                                | \$75   |
| Fumigation and thermal insecticidal fogging   | \$75   |
| Liquid or gas vehicles or equipment in assembly buildings   | \$75   |
| Private fire hydrants   | \$75   |
| Pyrotechnic special effects material  | \$125  |
| Spraying or dipping   | \$75   |
| Temporary membrane structures and tents   | \$75   |
| Open burning - land clearing  | \$50/acre cleared  |
| Open burning - hazard reduction   | No Fee   |
| Open burning - camp fire  | \$75   |
| Construction Permits:   |  |
| Automatic fire extinguishing systems  | \$100 + \$2 per head   |
| Battery systems   | \$75   |
| Compressed gas  | \$75   |
| Cyrogenic fluids  | \$75   |
| Emergency responder radio coverage systems  | \$75   |
| Fire alarm and detection systems and related equipment  | \$100  |
| Fire pump and related equipment   | \$100  |
| Flammable and combustible liquids (only mandated by NC Fire Prevention Code)<br>(per tank if applicable)    | \$75   |
| Gates and barricades across fire apparatus access roads   | \$75 per gate or barricade   |
| Hazardous materials   | \$75   |
| Industrial ovens  | \$75   |
| Private fire hydrants   | \$75 per hydrant   |
| Smoke control or smoke exhaust systems  | \$75   |
| Solar photovoltaic power systems  | \$75   |
| Spraying or dipping   | \$75   |
| Standpipe systems   | \$100  |
| Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment  | \$125  |
| Temporary membrane structures and tents   | \$75   |
| Fire Main Inspection  | \$100 + \$2 per foot of pipe   |
| <b>4. PARKING: (Code Section 70-272)</b>  | <b>FEES</b>  |
| Parking Spaces Monthly Fee: (billed annually)   | <del>\$35</del> <del>\$20</del> Limited/ <del>\$45</del> <del>\$30</del> Residential |
| Limited: 7:00am - 5:30pm - Monday to Friday   | <del>\$35</del> <del>\$20</del>  |
| Residential: 24 hours   | <del>\$45</del> <del>\$30</del>  |
| Sign Installation Fee - one-time fee for monthly spaces   | \$20   |
| Late Penalty - Parking leases billed and managed by Accounting (payment received after due date)            | 5% of monthly bill   |
| Delinquent Fee - Parking leases billed and managed by Accounting (payment received 10+ days after due date) | \$30   |
| Parking Penalties (Code Section 70-274)   | \$25, see code for further details   |
| Leased Space Parking Hangers  | 2 Free, \$3 each additional  |
| <b>5. PARKS AND RECREATION: (Code Section 50-2)</b>   | <b>FEES</b>  |
| Athletics and Field Rentals:  |  |
| Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Daily              | not to exceed \$5  |
| Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Weekend            | not to exceed \$13   |
| Adult sports leagues - Men's basketball (per team)  | \$350 resident/\$450 nonresident   |
| Adult sports leagues - Adult 3 on 3 basketball (per team)   | \$200 resident/\$275 non resident  |
| Adult sports leagues - Women's basketball (per team)  | \$350 resident/\$450 nonresident   |
| Adult sports leagues - Men's flag football (per team)   | \$250 resident/\$325 nonresident   |
| Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)   | \$200 resident/\$275 nonresident   |
| Adult sports leagues - co-ed softball (per team)  | \$400 resident/nonresident   |
| Adult sports leagues - 5K events per participant  | \$30 resident/\$45 nonresident   |
| Adult sports leagues - Individual participation for all leagues   | \$20 resident/\$30 nonresident   |
| Adult sports leagues - Co-ed volleyball   | \$35 resident/\$45 nonresident   |
| Summer basketball program (Youth)   | \$10 resident/\$15 nonresident   |



**SCHEDULE OF FEES AND CHARGES\***

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**CITY OF NEW BERN  
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|   |   |
|---|---|
| Summer basketball program (Adult)   | \$15 resident/\$20 nonresident                          |
| Aquatic Center General Admission:   |   |
| Up to age 2   | \$2.50 resident; \$3.25 nonresident                     |
| Parent and one child up to age 2 package  | \$5.50 resident; \$6.75 nonresident                     |
| (\$1.00 for each additional child up to age 2. Limit of 3)  |   |
| Age 3-17  | \$4.00 resident; \$5.00 nonresident                     |
| Age 18-54   | \$4.50 resident; \$5.50 nonresident                     |
| Age 55 and up (seniors)   | \$3.50 resident; \$4.50 nonresident                     |
| Aquatic Center Family Night:  |   |
| Up to age 2   | \$1.00 resident; \$1.50 nonresident                     |
| Age 3-17  | \$2.00 resident; \$2.50 nonresident                     |
| Age 18-54   | \$2.50 resident; \$3.00 nonresident                     |
| Age 55 and up (seniors)   | \$1.50 resident; \$2.00 nonresident                     |
| Aquatic Center season pass  | \$60 resident; \$100 nonresident                        |
| Aquatic Center Pool Party:  |   |
| 2 Hours - Up to 30 participants   | \$150 resident; \$200 nonresident                       |
| 31 or greater participants (per person)   | \$5   |
| Deposit - Refundable  | \$50  |
| Athletic Field - Ballfield Preparation (per field):   |   |
| Baseball/Softball   | \$30  |
| Football/Soccer/Lacrosse  | \$100   |
| Athletic field - Day use minimum 2 hours maximum 8 hours (additional after 8 hours):  |   |
| Civic organizations/private groups - city sponsored   | N/C   |
| Schools during school hours and/or athletic season  | N/C   |
| Recreation teams *  | \$15/hr   |
| Civic organizations/private groups not charging admission/donations*  | \$20/hr resident; \$30/hr nonresident                   |
| *No charge if no field prep is done   |   |
| Civic organizations/private groups charging admission/donations   | \$25/hr resident; \$50/hr nonresident                   |
| Athletic field - Night use minimum 2 hours maximum 4 lighted hours:   |   |
| Non-city recreation teams   | \$30/hr   |
| Civic organization/private groups - not charging admission/donations  | \$25/hr resident; \$50/hr nonresident                   |
| Civic organizations/private groups charging admission/donations   | \$40/hr resident; \$60/hr nonresident                   |
| Athletic field (full tournament not to exceed 3 days/2 nights)  | \$350 + \$25/hr attendant fee                           |
| Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours)   | \$20/hr resident; \$30/hr nonresident                   |
| <b>EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.</b> |   |
| Batting cages, parties only (2 hours). Available offseason only.  | \$30  |
| Bleacher rentals (daily rental fees)  | \$100 (small); \$150 (medium); \$300 (large) (1-4 sets) |
| Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)   |   |
| Recreation Programs:  |   |
| Childcare after-school recreation program (resident)  | \$35/wk   |
| Childcare after-school recreation program (non-resident)  | \$50/wk   |
| Classes - Adult recreation & fitness (annual) indoor  | \$30 resident/\$35 nonresident                          |
| Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor)   | \$6 per class   |
| Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor)   | \$20-\$150  |
| Classes - Art (nonresident) includes instructor fee & some materials  | \$40-\$200  |
| Classes - Ceramics (resident)   | \$30; seniors \$25                                      |
| Classes - Ceramics (nonresident)  | \$40; seniors \$30                                      |
| Dog Park:   |   |
| Yearly 1 dog  | \$25 resident/\$50 nonresident                          |
| Each additional dog   | \$20 resident/\$35 nonresident                          |
| One day pass  | \$5 resident/\$15 nonresident                           |
| Weekend pass  | \$15 resident/\$25 nonresident                          |
| Monthly pass  | \$20 resident/\$25 nonresident                          |
| Honor/Memory Programs:  |   |
| Honor tree program  | \$300 tree resident; \$350 nonresident                  |
| Tree purchase program   | \$150 - \$250 depending on the species                  |
| Memory bench program - new  | \$750/bench (includes placard)                          |
| Memory bench program - existing   | \$600/bench (includes placard)                          |
| Brick Pavers  | \$75  |
| Kidsville Pickets   | \$50  |
| Kidsville Tiles   | \$25  |
| Facility Rates (Recreation Centers, 408 Hancock, Community Center):   |   |



**SCHEDULE OF FEES AND CHARGES\***

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**CITY OF NEW BERN  
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|  |   |
|--|---|
| Multi-purpose room rental (2 hours minimum):   |   |
| Resident   | \$30/hr                                       |
| Nonresident  | \$45/hr                                       |
| Gym rental (2 hours minimum):  |   |
| Resident   | \$40/hr                                       |
| Nonresident  | \$55/hr                                       |
| Meeting room rental (2 hours minimum):   |   |
| Resident   | \$25  |
| Nonresident  | \$35  |
| Gym - walk-in (1 day)  | \$1   |
| Gym - contracted lessons (Parks & Recreation receives 20% of fee)  | 80/20% split                                  |
| Kitchen rental:  |   |
| Resident   | \$25/hr                                       |
| Nonresident  | \$35/hr                                       |
| Facility rental deposit  | \$50  |
| Admission Rate   | \$25/hr                                       |
| (If admission is charged, this additional hourly rate applies to each room rented)   |   |
| After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee  | \$15/hr room rental + \$20/hr staff           |
| Park Fees:   |   |
| Gazebo rental (Union Point Park)   | \$40/hr resident; \$70/hr nonresident         |
| Union Point Park Green space - per side (adjacent to gazebo)   | \$50/hr resident; \$80/hr nonresident         |
| Park Green Space - Small   | \$40/hr resident; \$70/hr nonresident         |
| Park Green Space - Medium  | \$50/hr resident; \$80/hr nonresident         |
| Park Green Space - Large   | \$60/hr resident; \$90/hr nonresident         |
| Shelter Reservation:   |   |
| Resident (half day - up to 4 hours)  | \$20 - \$50 based on location                 |
| Nonresident (half day - up to 4 hours)   | \$30 - \$60 based on location                 |
| Resident (full day - up to 8 hours)  | \$30 - \$60 based on location                 |
| Nonresident (full day - up to 8 hours)   | \$40 - \$80 based on location                 |
| Sprayground (Daily admission before noon for group reservations)   | \$1 resident/\$3 nonresident                  |
| Summer camps:  |   |
| Bear Bunch Camp (per session)  | \$75 resident/\$95 nonresident                |
| Cooking Camp   | \$105 resident/\$125 nonresident              |
| Sports Camp  | \$75 resident/\$95 nonresident                |
| Teen Camp  | \$75 resident/\$95 nonresident                |
| Y.E.S. camp  | \$25 for 1st/\$20 each additional resident    |
| Y.E.S. camp  | \$35 for 1st/\$30 each additional nonresident |
| Adventure Camp   | \$100 resident/\$125 nonresident              |
| Swim lesson sessions - 8 classes per session   | \$40 resident/\$70 nonresident                |
| (Reduced rate of \$10 per session available for City residents who qualify (application available))  |   |
| Youth Sports:  |   |
| Youth football and cheerleading  | \$50 resident/\$80 nonresident                |
| Youth basketball   | \$40 resident/\$70 nonresident                |
| Youth baseball   | \$20-\$40 resident/\$30-\$50 nonresident      |
| Youth soccer   | \$40 resident/\$70 nonresident                |
| Youth lacrosse   | \$40 resident/\$70 nonresident                |
| Youth road races (per participant)   | \$30 resident/\$45 nonresident                |
| Fishing Tournament Attendant (opening/closing)   | \$25/hour                                     |
| Community Garden (per space)   | \$25  |
| Wedding Permit (City parks or green spaces)  | \$100 resident/\$200 nonresident              |
| Mobile Recreation Unit (2 hour minimum)  | \$125/hour                                    |
| Canoe/Kayak Rentals (2 hours)  | \$15/\$10 each additional hour                |
| Pedal boat   | \$10/hour                                     |
| Specialty Day Camp (One Week)  | \$50 resident/\$75 nonresident                |
| Mobile Stage (20'x24') Daily Rental  | \$2,000.00                                    |
| Mobile Stage Deposit (Refundable)  | \$500.00                                      |
| Staff Supervision Rate (2 staff minimum)   | \$35.00/hour per staff                        |
| NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are limited to 12 hours per day. Rentals exceeding these hours will require director's approval. |   |
| <b>6. Development Services:</b>  | <b>FEES</b>                                   |
| Certificate of zoning compliance letter  | \$27  |
| Conditional use permit   | \$375   |
| Historic Preservation - Minor works  | \$22  |



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|   |  |
|---|--|
| Historic Preservation - Major works requiring design review   | \$107  |
| Historic preservation - Major works not requiring design review                                     | \$27   |
| Homeowners recovery fee (single family dwelling only)   | \$10   |
| Site Plan review  | \$214  |
| Special use permit  | \$321  |
| Subdivision plan review   | \$161  |
| P&Z General Subdivision Plan Review Application   | \$161 or \$11/lot whichever is greater                                     |
| Subdivision application - final review  | \$214 or \$27/lot whichever is greater                                     |
| Subdivision application - minor plats & recombination   | \$107  |
| Telecommunication - New wireless support structure  | \$1,500 per section 15-170 of Other Land Use Ordinance                     |
| Telecommunication - other   | \$500  |
| Zoning compliance   | \$22   |
| Zoning compliance - Residential flood plain   | \$54   |
| Zoning compliance - Commercial flood plain  | \$107  |
| Zoning permit   | \$38   |
| Administrative Fees:  |  |
| Weed and debris clearance   | \$71   |
| Removing abandoned vehicles   | \$71   |
| Boarding up buildings (MHC)   | \$84   |
| Starting work without a permit  | 1st: \$107+permit; 2nd: \$161+permit; 3rd: \$214+permit; 4th: \$268+permit |
| Convenience fee for online payment  | \$5  |
| Building permit (+ \$17 compliance fee):  |  |
| Residential: Single family/townhouse/duplex - per unit for multicomplex                             | Heated \$0.21/sf; Unheated \$0.16/sf                                       |
| Minimum charge \$38   |  |
| Commercial: minimum charge \$38   | \$0.18/sf  |
| Building permit - Demolition (+ \$17 compliance fee)  | Residential \$161; Commercial \$321  |
| Building permit - Manufactured mobile home: singlewide/construction trailer; doublewide; triplewide | \$107; \$161; \$214  |
| Building permit-Renovations to existing bldg (+ \$17 compliance fee) (per unit for multicomplex)    | \$0.16/sf; Minimum \$38  |
| Certificate of occupancy  | \$27/unit  |
| Temporary Certificate of Occupancy  | \$50, 30 days  |
| First Extension of Temporary Certificate of Occupancy   | \$300, 30 days   |
| All Extension of Temporary Certificate of Occupancy thereafter                                      | \$500, every 30 days   |
| Inspections:  | Incl. in building permit fee   |
| Inspections - Building compliance   | \$107 residential; \$161 commercial  |
|   | \$75 group homes   |
| Inspections - Minimum housing as notified by Customer Service cutoffs                               | \$38   |
| Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)                       | \$75/each  |
| Inspections - Plan review, residential up to 1,500 sf   | \$54   |
| Inspections - Plan review, residential over 1,500 sf  | \$81   |
| Inspections - Plan review, commercial up to 20,000 sf   | \$214  |
| Inspections - Plan review, commercial 20,001-40,000 sf  | \$268  |
| Inspections - Plan review, commercial 40,001 or greater   | \$428  |
| Permit - Electrical (signs & billboards)  | \$43   |
| Permit - Electrical (temporary buildings)   | \$100  |
| Permit - Electrical   | 60 -150 amp - \$54; 200 amp - \$65   |
|   | 400 amp - \$75; 401 - 600 amp - \$86                                       |
|   | 601 - 800 amp - \$97   |
|   | 801 - 1000 amp - \$107   |
|   | 1001 - 1600 amp - \$118  |
|   | over 1600 amp - \$120 + \$11 for each additional 100 amp                   |
| Permit - Electrical heating & cooling   | \$17/each  |
| Permit - Electrical outlets & wall switches   | \$33 for 1 - 5; \$43 for 6 - 50;   |
|   | \$65 for 51-100; \$81 for 101-200  |
|   | \$2 each over 200  |
| Permit - Electrical light fixtures  | \$3  |
| Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)                           | \$17/each  |
| Permit - Electrical equipment (motors, hoists, xrays, etc.)   | \$17   |
| Permit - Electrical disconnects & subpanels   | \$13/each  |
| Permit - Gas piping & distribution system (residential)   | \$22   |
| Permit - Gas appliances   | \$17   |
| Permit - Gas refrigeration - coolers/freezers (each unit)   | \$27   |



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|  |   |
|--|---|
| Permit - Gas boilers/water heaters (each unit)                             | \$22  |
| Permit - Home Occupation   | \$27  |
| Permit - House Moving  | \$214   |
| Permit - Insulation (+ \$17 compliance fee):                               |   |
| Residential (minimum charge \$38)  | \$54 per unit + \$27/each additional unit   |
| Commercial (minimum charge \$38)   | \$65 per unit + \$33/each additional unit   |
| Permit - Mechanical Residential (HVAC)                                     | \$107 + \$54/each additional unit   |
| Permit - Mechanical Commercial (HVAC) - Roof or ground level units         | \$43 + \$7/ton  |
| Permit - Plumbing each fixture   | \$11  |
| Permit - Plumbing, backflow preventer (in system)                          | \$22  |
| Permit - Plumbing, floor drain & grease traps                              | \$11  |
| Permit - Plumbing, heat pump connections                                   | \$22/each   |
| Permit - Plumbing, lawn sprinkler  | \$33  |
| Permit - Plumbing, water distribution system                               | \$17  |
| Permit - Plumbing, replace or alter existing system                        | \$17  |
| Permit - Plumbing, sewer distribution system                               | \$17  |
| Permit - Signs (building permit - based on sign value)                     | \$1 - \$500 = \$65;<br>\$501-\$1,000 = \$75<br>\$1,001-\$5,000 = \$86<br>\$5,001-\$10,000 = \$97<br>over \$10,000 = \$107 |
| Permit - Signs (shopping center master)                                    | \$214   |
| Permit - Signs (temporary, permanent) (additional fees may apply)          | \$33  |
| Permit - Tree removal  | \$22  |
| <b>7. POLICE: (Code Section 42-32)</b>                                     | <b>FEES</b>   |
| Accident report  | No charge   |
| Citizens Academy fee   | \$25  |
| False Alarm  | \$50 on and after 3rd offense   |
| Alarm Registration Fee   | \$25  |
| Alarm Reinstatement Fee  | \$50  |
| Non-Permitted Alarm System   | \$250   |
| Alarm Appeal Fee   | \$25  |
| Illegal Use of Automatic Voice Dialer                                      | \$100   |
| Fingerprinting   | \$10  |
| Funeral escorts  | \$50 per escort with 48 hours notice;<br>\$100 per escort without 48 hours notice   |
| Off Duty Fee   | \$40/hr - 3 hours minimum paid to officer   |
| Off Duty Fee for Federal/City Holiday                                      | \$40/hr - 3 hours minimum paid to officer   |
| Pawnbroker - initial license application fee                               | \$50  |
| Pawnbroker - renewal license fee   | \$25  |
| Permit - Alarm Registration (first permit/annual renewal)                  | \$25  |
| Permit - Alarm failure to register   | No charge   |
| Permit - Outdoor amplified sound   | No charge   |
| Vicious, Dangerous, or potentially Dangerous Dog Registration fee (annual) | \$100   |
| Vicious Dog Permit Fee (annual)  | \$500   |
| Vicious, Dangerous, or potentially Dangerous Dog Appeal                    | \$50  |
| Precious Metal Permits:  |   |
| Dealer permits (annual)  | \$180   |
| Special occasion permit  | \$180   |
| Employee certificate of compliance   | \$10  |
| Employee certificate of compliance (annual renewal fee)                    | \$10  |
| Fingerprints (processed for dealer permits - SBI fee)                      | \$38  |
| Wrecker - (includes inspection)  | \$250 to be on rotation list  |
| Parking Penalties (Code Section 70-235)                                    | \$25, see code for further details  |
| <b>8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)</b>    | <b>FEES</b>   |
| City Sponsored Event Fees:   |   |
| Vendor Permit Fee  | \$25  |
| Food Vendor Service Fee  | \$35  |
| NonCity Sponsored Event Fees:  |   |
| Vendor Permit Fee  | \$35  |
| Food Vendor Service Fee  | \$45  |
| Barricades   | \$5 each  |
| Safety cones   | \$2   |
| City Labor: (Hourly Rates)   |   |
| Fire - Lieutenant/Inspector  | \$29  |
| Fire - Specialist  | \$23  |



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|  |   |
|--|---|
| Police - Officers (On Duty Rate)   | \$35  |
| Police - Officers (Off Duty Rate)  | \$27  |
| Public Works - Supervisor  | \$35  |
| Public Works - Equipment Operator  | \$26  |
| Public Works - Maintenance Worker  | \$22  |
| Recreation - Supervisor (per person)   | \$35  |
| Recreation - Park Staff (per person)   | \$22  |
| <b>9. PUBLIC WORKS: (Code Sections 66-12)</b>  | <b>FEES</b>                                       |
| Repair Fees:   |   |
| Labor  | Hourly rate with benefits*                        |
| Material   | Actual cost                                       |
| Equipment trucks   | Hourly rate per FEMA schedule*                    |
| *See explanation at the end of this Fee Schedule   |   |
| Permit - Sidewalk Café   | \$150   |
| Permit - Street Café   | \$150   |
| Permit - Nonprofit street banners  | \$75  |
| Permit - Driveway  | \$20  |
| Public nuisance  | Hourly equip rate per FEMA<br>schedule + labor    |
| Safety cones (use)   | \$2   |
| Safety cones (replacement)   | \$25  |
| Signs - regulatory/right-of-way  | Material cost + labor                             |
| Signs - Community watch  | Material cost + labor                             |
| Signs - Handicapped  | Material cost + labor                             |
| Signs - Hardware (1 set)   | Material cost + labor                             |
| Signs - Maximum penalty  | Material cost + labor                             |
| Signs - No parking-fire lane   | Material cost + labor                             |
| Signs - Van accessible   | Material cost + labor                             |
| Street closings (right-of-way abandonments)  | \$500 plus cost of advertising                    |
| <b>10. REFUSE: (Code Section 62-37)</b>  | <b>FEES</b>                                       |
| Commercial refuse (65-gal cart / 1x week service)  | \$14.93/month + \$14.93 each additional           |
| Dumpster services - 2 yd (1x week service)   | \$29.77/month                                     |
| Dumpster services - 4 yd (1x week service)   | \$59.54/month                                     |
| Dumpster services - 6 yd (1x week service)   | \$89.31/month                                     |
| Dumpster services - 8 yd (1x week service)   | \$119.08/month                                    |
| Refuse container   | 1 at no charge                                    |
| Residential service (65-gal cart / 1x week service)  | \$14.93   |
| Seniors Exemption Credit   | 50% of residential service                        |
| <b>11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)</b> | <b>FEES</b>                                       |
| Electric rates   | See rate ordinance adopted 7/1/21                 |
| Water & Sewer System Development Fees & Connection Fees  | See ordinance adopted 6/12/18                     |
| Water & Sewer Rates  | See ordinance adopted 6/23/15                     |
| Additional fee if service needs to be disconnected by  |   |
| City personnel at pole due to meter-service tampering  | \$160   |
| City personnel at pole due to delinquency  | \$160   |
| Changed payment arrangement fee  | \$30  |
| New service connection/transfer fee: requests after 11 am are next day service                   | \$30  |
| New service connection/transfer fee added for same day request after 11 am                       | \$45  |
| Delinquent Fee (for bills unpaid after 10th day following due date)                              | \$30  |
| Deposit - Residential (exempt with excellent credit score)                                       | 2x highest bills in last 24 months                |
| (refunded after 18 months with good payment history)   | Not to exceed \$500                               |
| Deposit - Commercial/Industrial (refunded after 60 months with good payment history)             | 2x highest bills in last 24 months                |
| Fee if payment is not made in night drop as agreed   | \$100   |
| Late penalty (payments received after due date)  | 5% of monthly bill                                |
| Meter change out fee   | \$155   |
| Meter Diversion Fee (Meter Tampering Investigation)  | \$400   |
| Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)    | \$75  |
| Payment Arrangement Fee  | No charge   |
| Reconnection for Non-payment Fee weekdays 8am-5pm  | No charge   |
| Reconnection for Non-payment Fee weekdays 5pm-11pm   | \$75  |
| Reconnection for Non-payment Fee weekends 8am-11pm   | \$75  |
| Temporary electric service and/or utility pole (utility determines location)                     | See Customer Service Guidelines                   |
| Load management switch recovery fee  | Cost of switch from latest bid                    |
| Extra facilities charge  | 2% installed costs minimum 5 years,<br>\$75/month |



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|   |   |
|---|---|
| Additional pole   | \$350   |
| OH extension beyond two pole spans  | \$1.05/ft.  |
| UG line extension beyond 300 ft.  | \$7.70/ft.  |
| OH to UG conversion of service  | \$735   |
| UG Crossings including streets, sidewalks, driveways and other obstacles  | Time, material and equipment.<br>See repair fee below   |
| Underground service length  | \$7.70  |
| Cost per linear foot  | \$6.43  |
| Second trip to site   | \$310   |
| Service drop after normal working hours ( 24-hour notice required)  | \$100/hr 2 hours minimum; if service is<br>required to be reconnected, a minimum<br>charge of 4 hours applies |
| <b>Construction/Maintenance/Repair Fees:</b>  |   |
| Labor   | Hourly rate with benefits   |
| Material  | Actual cost of material   |
| Vehicles and specialized equipment  | FEMA hourly rate schedule   |
| Contractual services  | Actual cost of service  |
| General overhead  | 10% calculated after labor, material,<br>equipment and contractual services                                   |
| <b>12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)</b>   |   |
| <b>FEES</b>   |   |
| <b>Pretreatment Programs Fees for SIU's:</b>  |   |
| Pretreatment - Permit Application   | \$500   |
| Pretreatment - Permit Modification  | \$250   |
| Pretreatment - Permit renewal   | \$500   |
| Pretreatment - Annual administrative fee  | \$300   |
| Pretreatment - Annual inspection  | \$100   |
| Pretreatment - Permit fine  | \$250   |
| Pretreatment - Administrative fee for monthly review  | \$100/month   |
| Pretreatment - Unscheduled sampling   | Contract analyses charges   |
| Pretreatment - Permit limit violation   | \$100   |
| Pretreatment - Technical review criteria  | \$250   |
| Pretreatment - Significant noncompliance  | \$500   |
| <b>Pretreatment - BOD:</b>  |   |
| Surcharge ceiling conc. (mg/L)  | \$350   |
| Surcharge cost per pound  | \$0.15  |
| Charge for analysis   | Contract labor cost   |
| <b>Pretreatment - TSS:</b>  |   |
| Surcharge ceiling conc. (mg/L)  | \$250   |
| Surcharge cost per pound  | \$0.27  |
| Charge for analysis   | Contract labor cost   |
| FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by the United States Department of Homeland Security Federal Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at <a href="https://www.fema.gov/assistance/public/schedule-equipment-rates">https://www.fema.gov/assistance/public/schedule-equipment-rates</a> . Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment. |   |
| Labor - Standard and overtime hourly labor rates are adjusted annually and applied to the service performed. Labor rates include, but are not limited to, benefits, taxes, social security, Medicare, retirement, workers compensation and health insurance. Annual labor rates are available upon request.   |   |



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Discussion on converting the Pollock Street Parking Lot from leased spaces to pay to park.

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 1                                |
| <b>Department:</b> Administration   | <b>Person Submitting Item:</b><br>Foster Hughes, City Manager |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                                |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | To discuss transitioning the current leased lot on Pollock Street to a pay to park lot. |
| <b>Actions Needed by Board:</b> | Receive direction in moving forward in this transition.                                 |
| <b>Backup Attached:</b>         | Presentation, Memo  |

|   |
|---|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

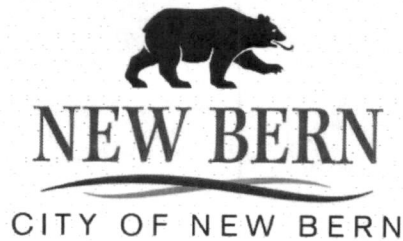
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



Aldermen

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager  
Brenda E. Blanco  
City Clerk

Kimberly A. Ostrom  
Director of Finance

**To:** Mayor and Board of Aldermen

**From:** Foster Hughes, City Manager

**Date:** January 19, 2023

**Subject:** Discussion on converting the Pollock Street Parking Lot from leased spaces to pay to park.

**Background Information:**

During the Board Retreat on November 3, 2022, a discussion was held on downtown parking. The City currently has three off-street lots where parking spaces are leased. Those lots include the Pollock lot across from City Hall, the Craven lot beside Morgan's restaurant, and the Hancock lot in the area behind the Chelsea restaurant. A discussion was held on transitioning the Pollock Street lot from leased to Pay to Park.

**Recommendation:**

Staff will discuss updated information received from vendors and seek direction for moving forward.





# Powering Smart Mobility in New Bern, NC



**NEW BERN**

CITY OF NEW BERN

January 5th, 2023

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# PARKMOBILE BY THE NUMBERS



**43 Million+**  
USERS  
NATIONWIDE



**13**  
**Million+**  
MONTHLY  
TRANSACTIONS



**500+**  
CITIES &  
MUNICIPALITIES



**47**  
OF THE TOP  
100 CITIES

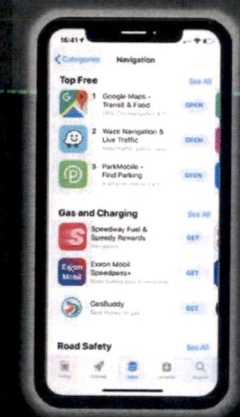


**25+**  
AIRPORTS



**150+**  
UNIVERSITIES

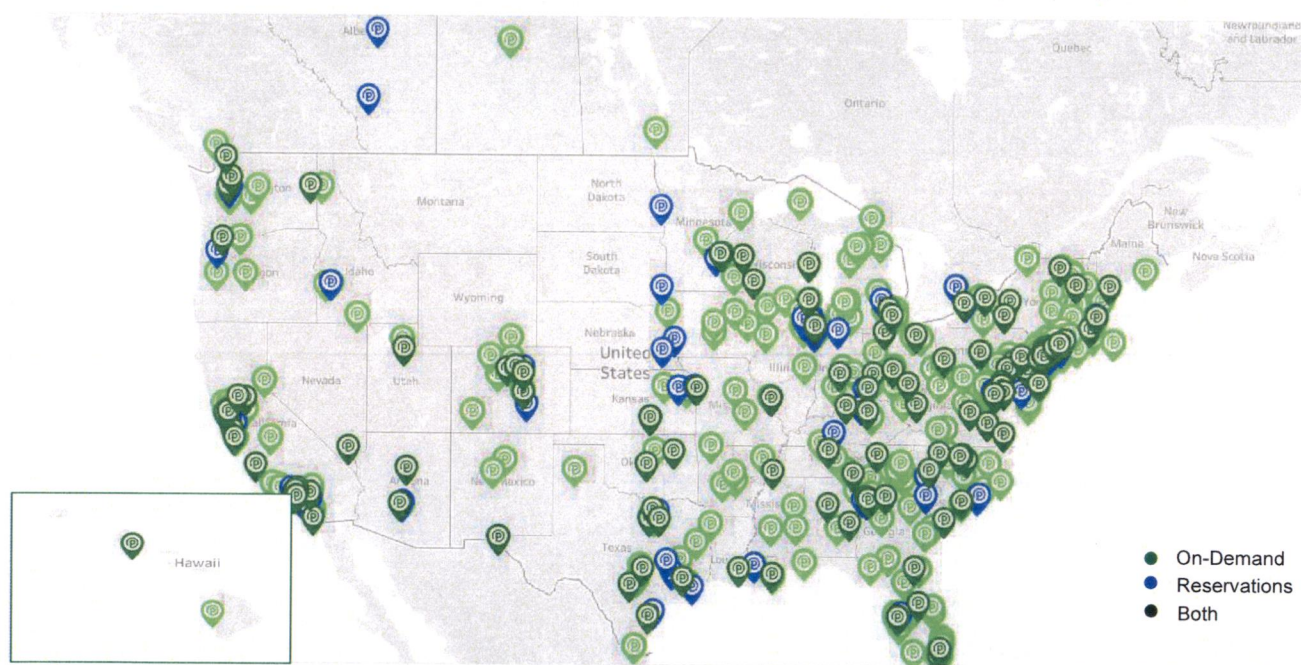
- **Ranked #3** in the Navigation category of the app store only behind Waze and Google Maps
- Adopted by over **1 in 11 U.S. drivers**
- 25% of users engage with the app as they **travel to different markets**





# The ParkMobile Network

The ParkMobile network connects drivers to the **largest network** of mobility related services in the U.S., with parking in over 500 cities including **8 of the top 10** in the U.S.



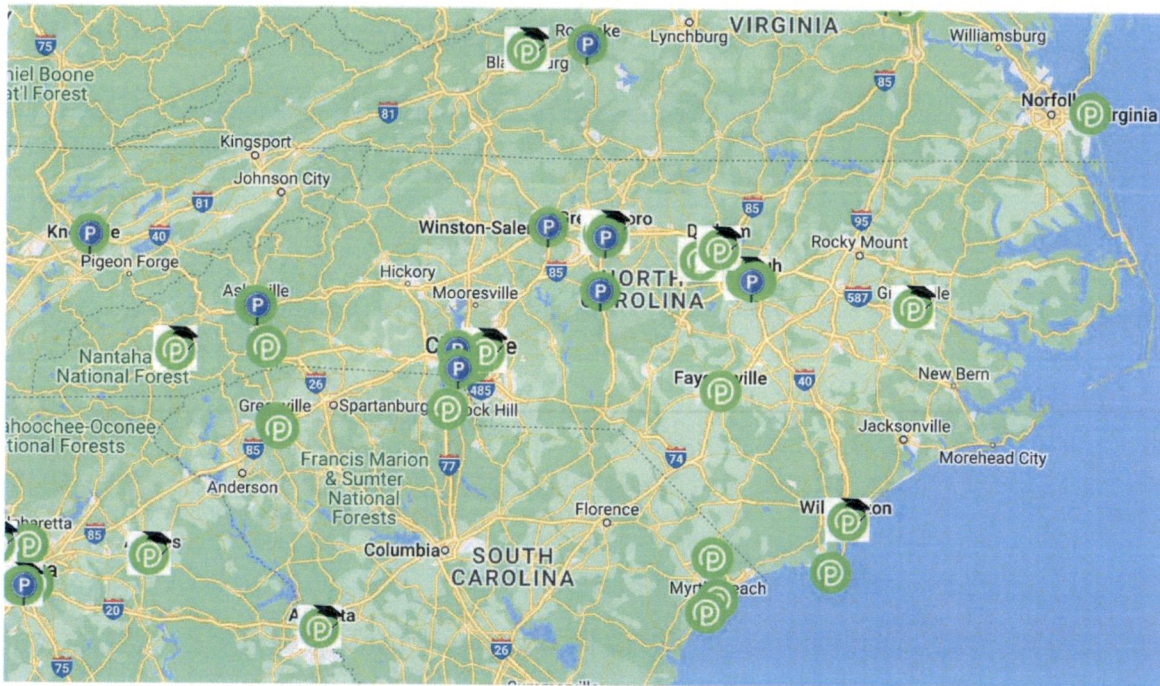
## Top Markets

Washington, DC  
Philadelphia, PA  
Los Angeles, CA  
Denver, CO  
Pittsburgh, PA  
Newark, NJ  
Atlanta, GA  
Boston, MA  
Minneapolis, MN  
Tampa, FL  
Birmingham, AL  
Dallas, TX  
Houston, TX  
Miami Beach, FL  
Phoenix, AZ  
New Orleans, LA

25% of ParkMobile members use our app as they travel across markets



# The ParkMobile Network



## Current Clients Surrounding New Bern

- Charlotte
- Chapel Hill
- Fayetteville
- Rock Hill
- Greenville
- Beaufort
- Myrtle Beach
- Surfside Beach
- Bald Head Island
- Virginia Beach
- UNC Wilmington
- North Carolina State University
- UNC Charlotte
- East Carolina University
- The CarPark
- Preferred Parking
- REEF Parking

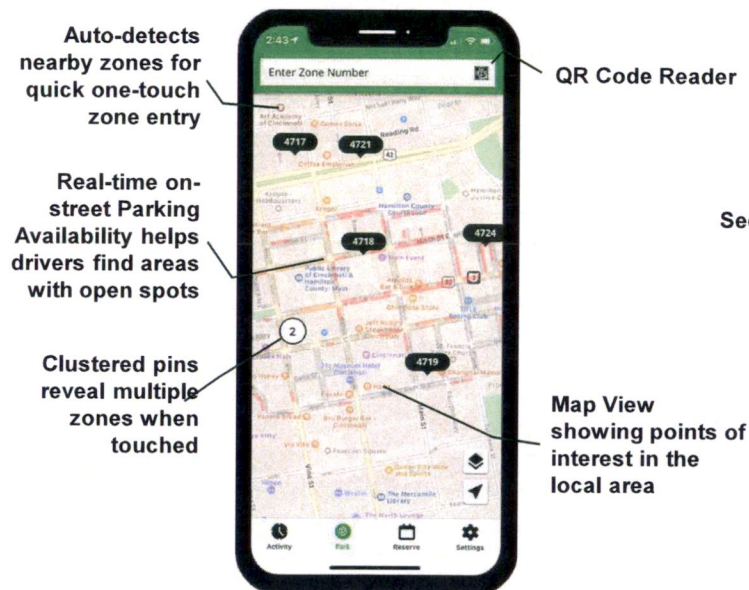
**+300 other municipal, university, and operator deployments across the US**



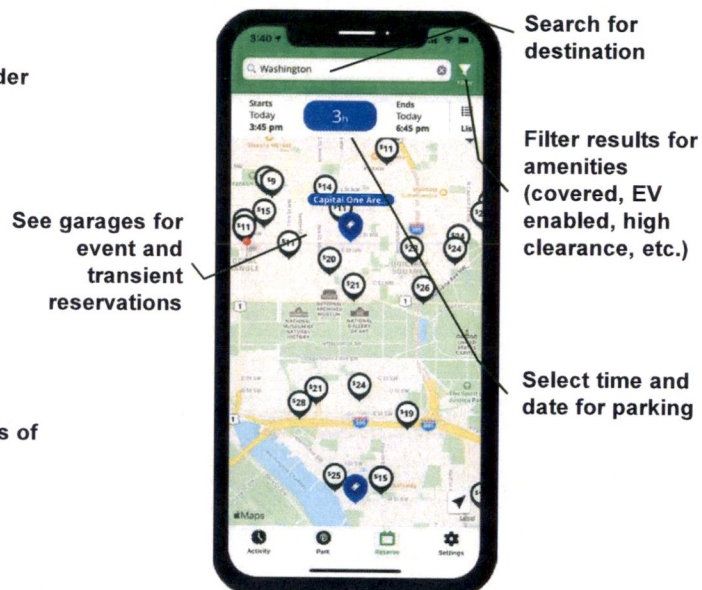
# The Most Feature Rich, Flexible And User-friendly Mobility Solution In The Industry

More functionalities address all driver needs and use cases

## Zone Parking



## Reservations



## Other features

Find My Car

Off-Street Gate Access

Notifications

Manage vehicles

Add and remove payment methods

Account History

IVR Phone Number

24/7/365 Customer Support

Extend time

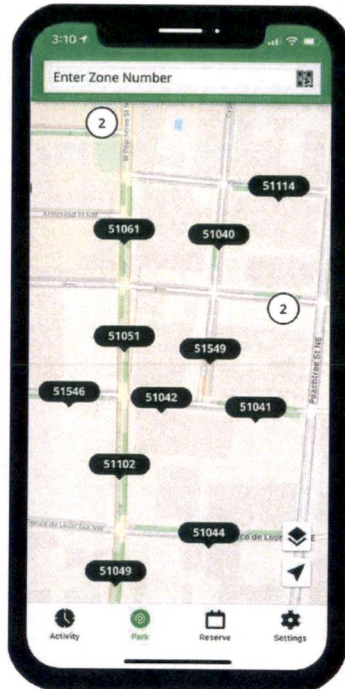


# ParkMobile On-Demand Parking

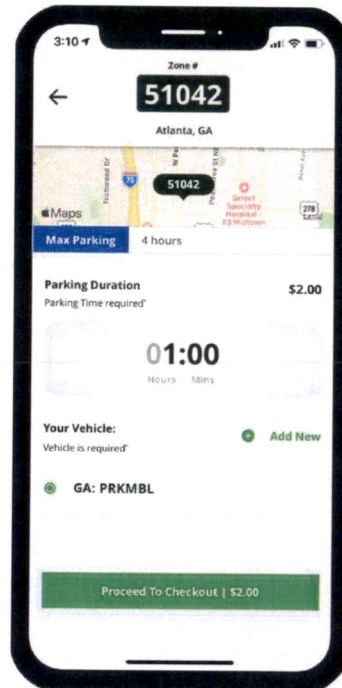
Enhancing transparency and removing friction



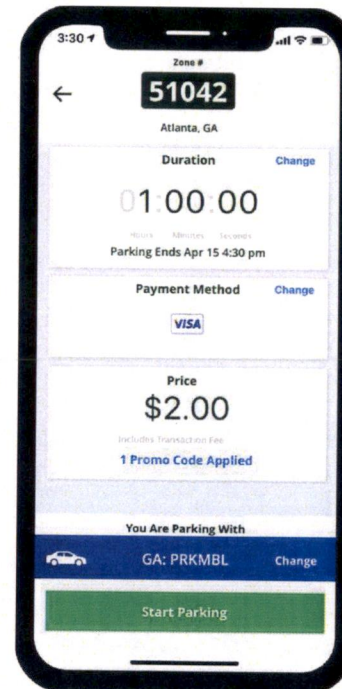
Register or  
Login



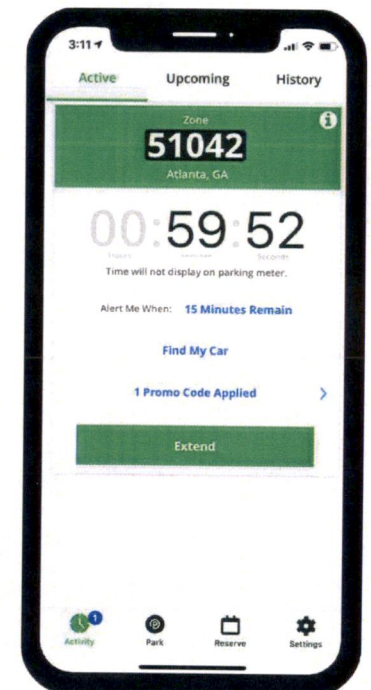
Select or Enter  
ParkMobile Zone



Choose Parking Time,  
Vehicle and Payment  
Method



Confirm Information  
and Start Parking



Know how much time  
you have left. Extend  
time remotely





**MORE WAYS TO PAY**

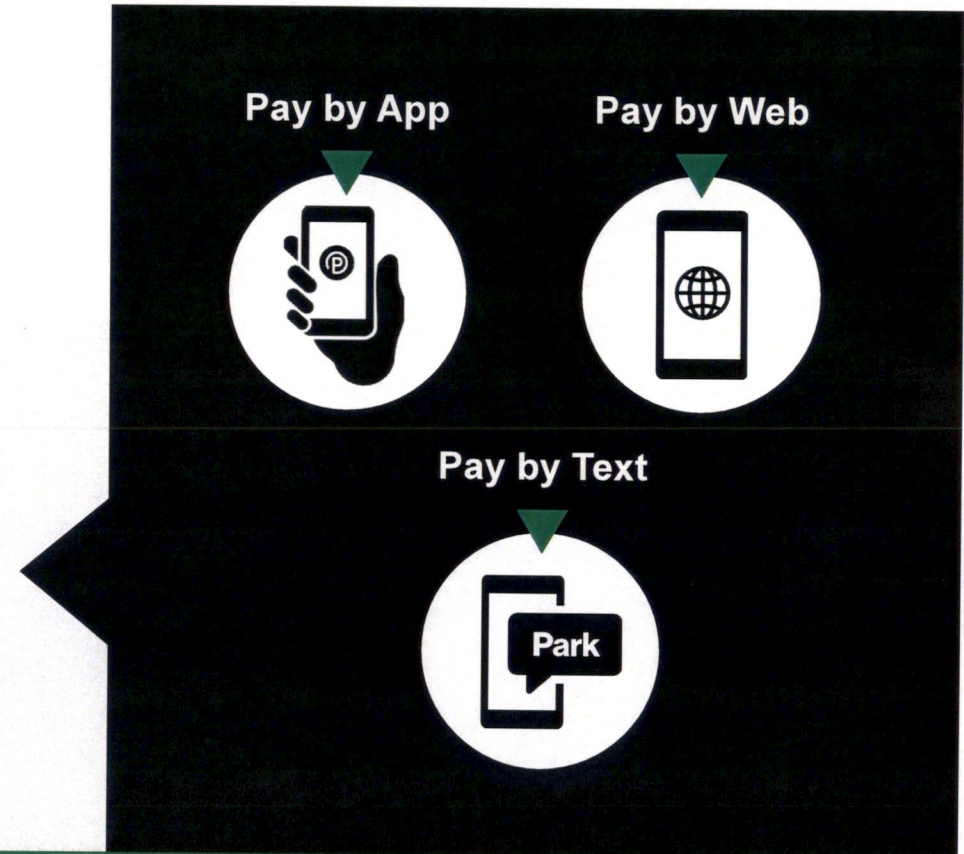




# ParkMobile Gives More Options for Contactless Payments

Looking to provide more **contactless payment options** in your city or facility?

ParkMobile now offers multiple ways for your customers to pay for parking, making it easier than ever to go contactless. People can pay by app, web, or even text, whichever way they choose.



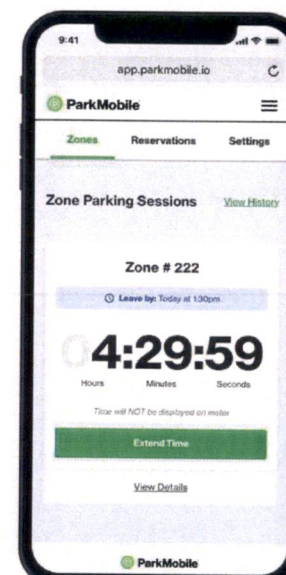
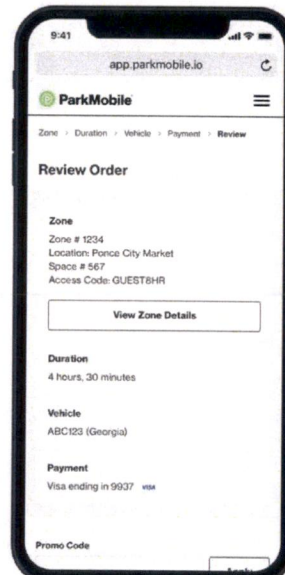
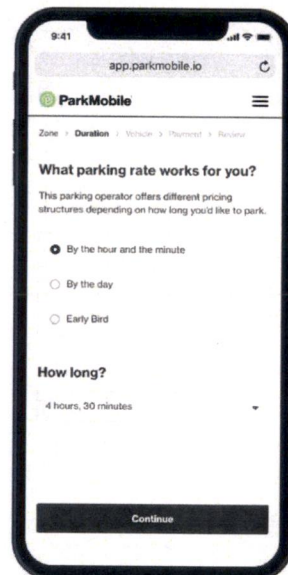
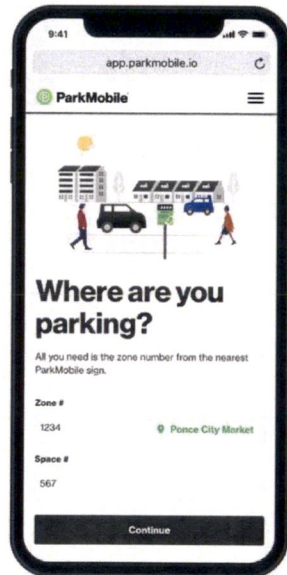


# Pay by Web

Lightweight web-based flow for people who do not want to download the full-featured app

## Mobile Web Experience

## Commentary



Lightweight – no app download required  
Ability to do a quick transaction on-the-go  
Supports text-to-pay option  
Enables easy linking from any website or mobile app  
Ability to create an account  
User acquisition point to drive people to the full-featured app experience



# Pay by Text

Text to park for people who do not want to download the full-featured app

## Text Experience

Text to Park from ParkMobile is a contactless solution that allows users to quickly and easily pay for their parking without touching a meter or downloading an app.

When the user parks in a ParkMobile zone, they can text the keyword “Park” to 77223 to receive a short link via SMS to start their session.

The user can open that link on their mobile phone, enter their zone number, select their duration, and then proceed to start their paid parking session.

Users can also opt in to SMS notifications so they know when their time is up. They can add more time if they need to, all from the convenience of their smartphone.



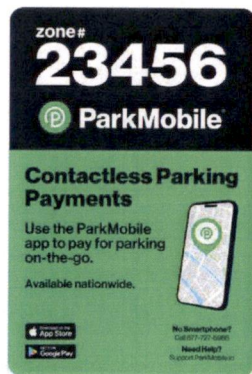


# Equitable Access for Patrons Without Smartphones, Credit, or Debit Cards

Pay for parking by calling, by PayPal, or by prepaid card

## An Equitable Experience

- **No smartphone?** Drivers who don't own a smartphone can easily pay for parking by calling a toll-free IVR number and making a payment over the phone.
- **No credit or debit card?** Drivers without a credit card can use PayPal to connect a bank account or use a prepaid card as payment
- **Unbanked?** Use a prepaid card or a reloadable prepaid card from a retailer like GreenDot or NetSpend.



No Smartphone?  
Call 877-727-5988  
Need Help?  
Support.ParkMobile.io



Link a payment method



Link a bank account

Use it to send money to friends in the U.S. for free







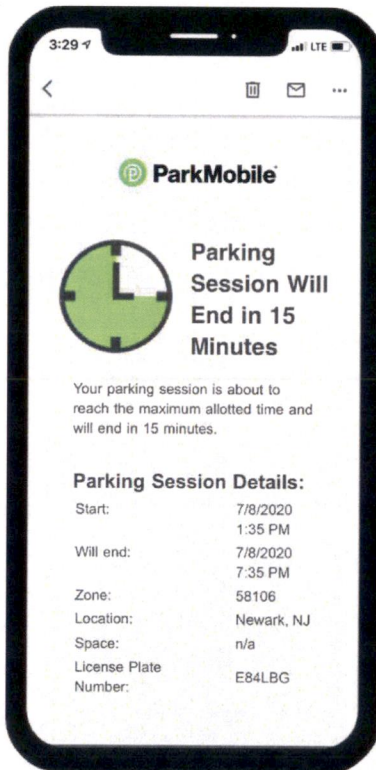
# APP FEATURES



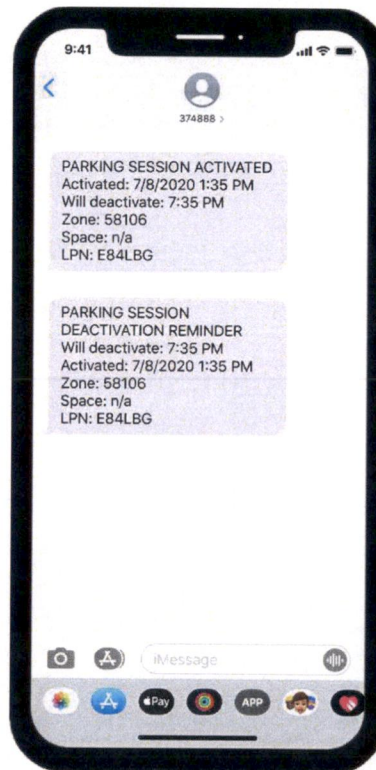


# Parking Expiration Notifications Reminder

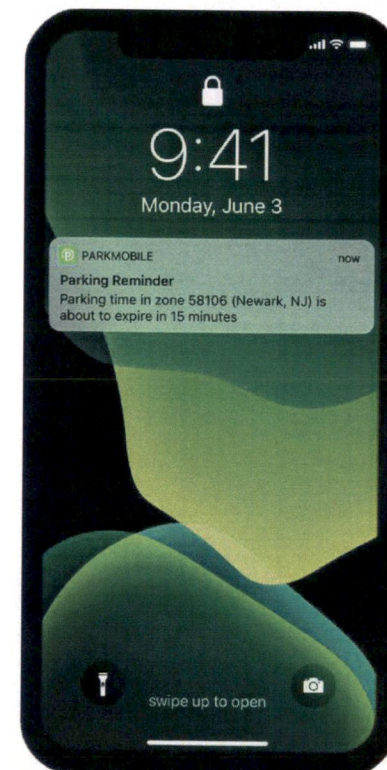
## Email



## SMS Text

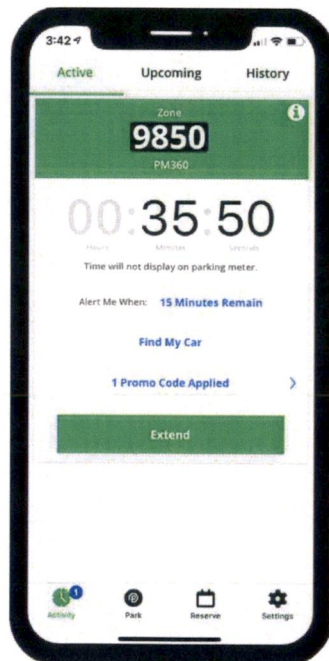


## In- App Notifications

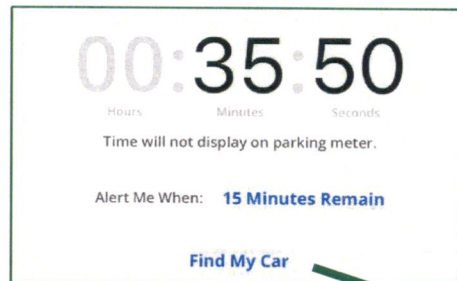




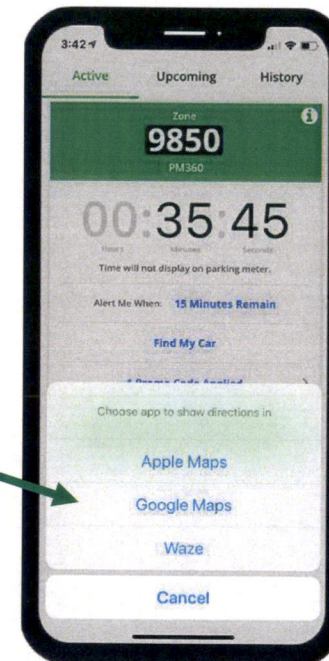
## 'Find My Car' Offers Walking Directions Back to Parked Vehicle



Active Parking Session



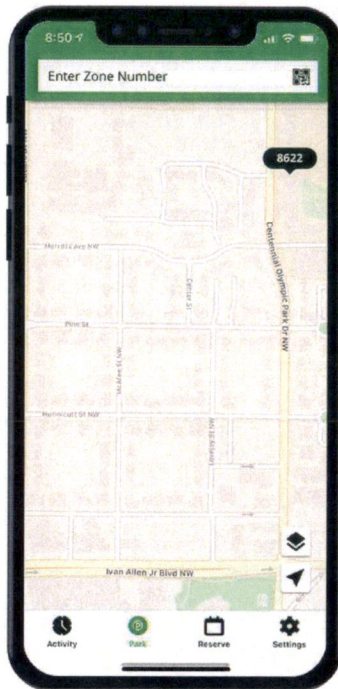
Find My Car



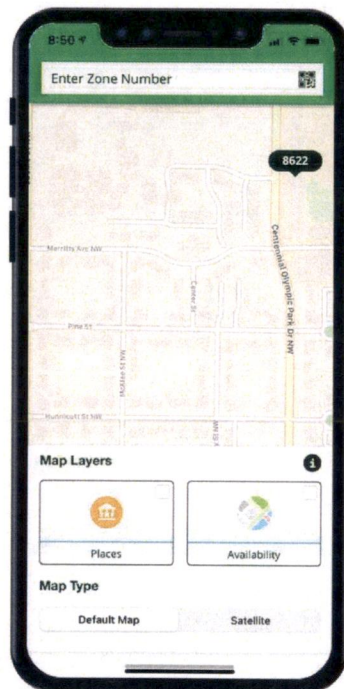
Get Walking Directions back to Car



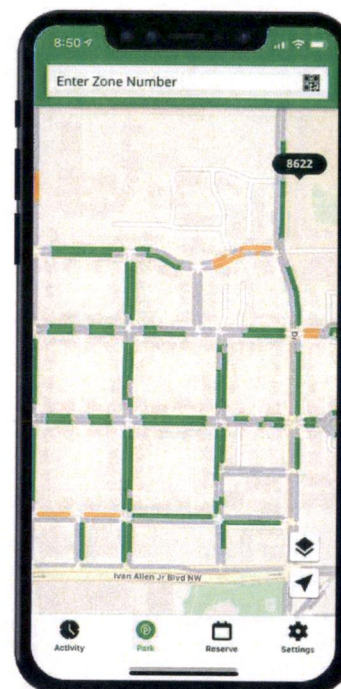
# ParkMobile Parking Availability



Default with Parking Availability Turn Off



Map Layer Settings to Turn on Parking Availability & Places



Map with Parking Availability Enabled



Map with CivicSmart Parking Availability

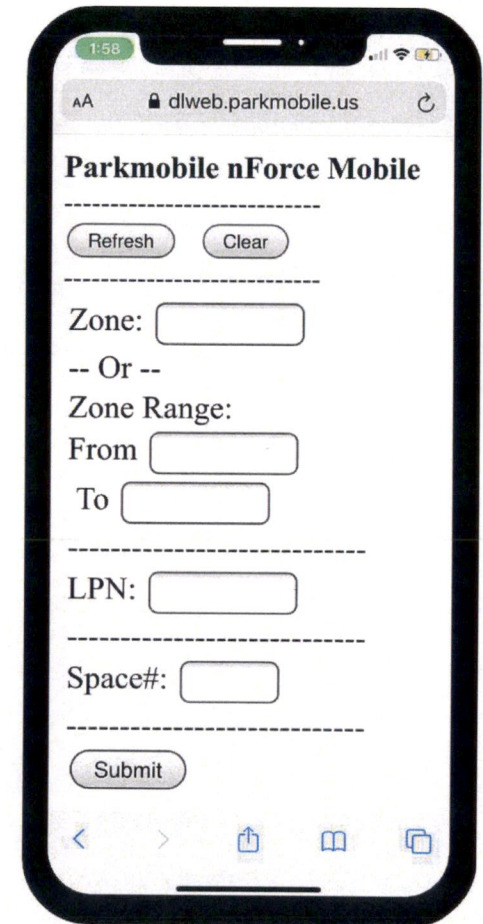


# Enforcement with ParkMobile nForce

**ParkMobile nForce** enables your enforcement team to check that the vehicles parked on-street or in lots have paid for parking. Your enforcement team can use this solution in the field to verify parking payment prior to issuing a citation or other penalty.

**ParkMobile nForce** can be accessed via any internet-enabled mobile device. It will show all active ParkMobile parking sessions in real-time.

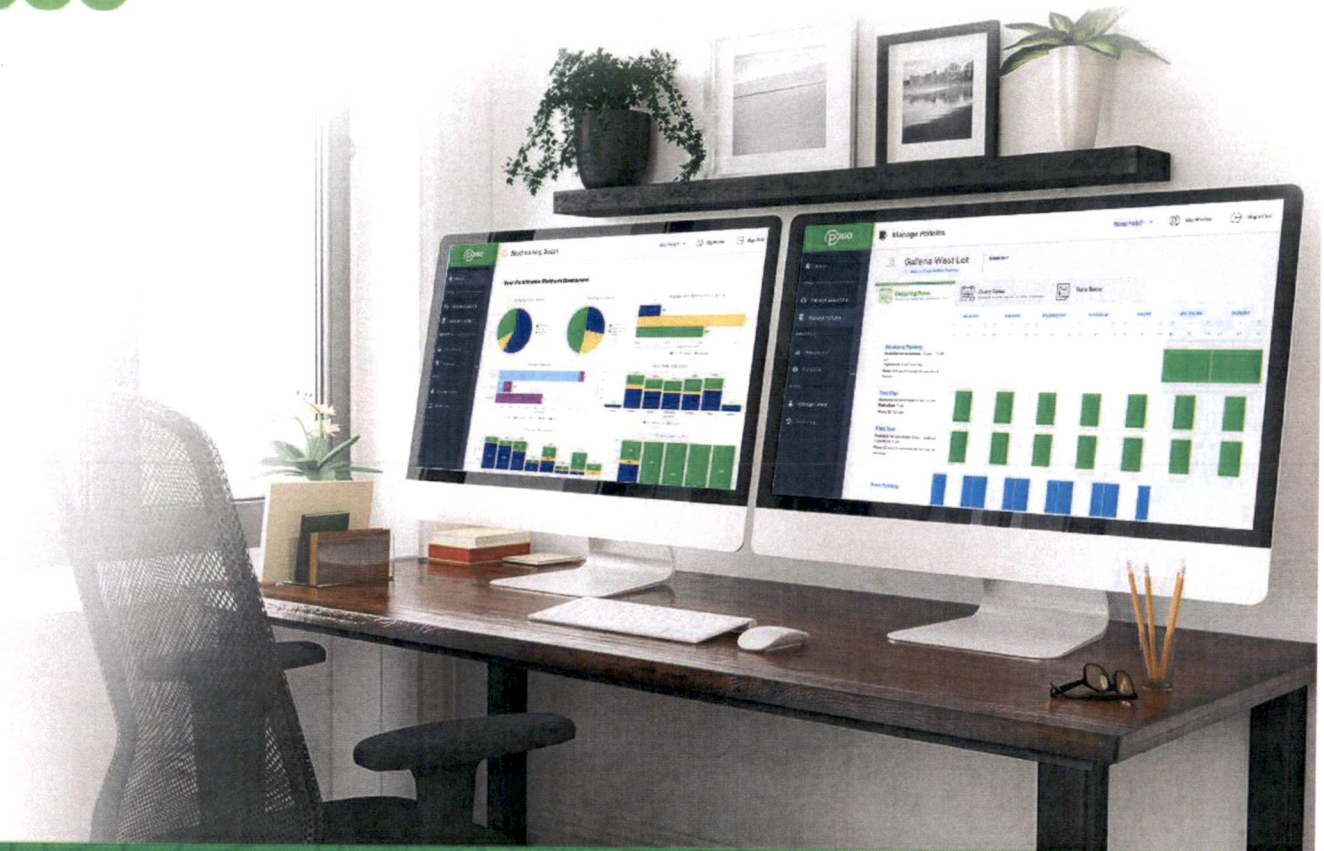
If you use another enforcement solution that integrates with ParkMobile, you may not need access to ParkMobile nForce. In these cases, nForce serves as a backup for your primary enforcement solution.







## ADMINISTRATION & ANALYTICS PORTAL







# Recurring Rates: Week View







# Performance Summary

## Recent Performance

51,490

Yesterday's Transactions

\$225,666

Yesterday's Parking Amount

▼ 24.71% from Same Day Last Week

▼ 25.88% from Same Day Last Week

51,490

This Week's Transactions to Date

\$225,666

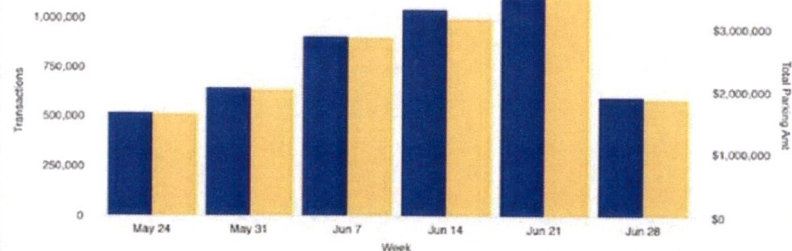
This Week's Parking Amount to Date

▼ 24.71% This WTD vs. Last WTD

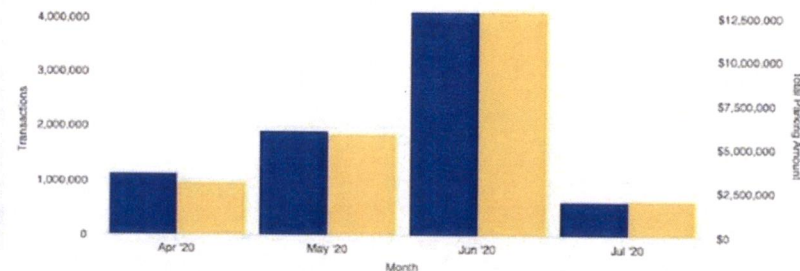
▼ 25.88% This WTD vs. Last WTD

Last 6 Weeks Transactions and Parking Amount

4d ago



Last 4 Months Transactions and Parking Amount

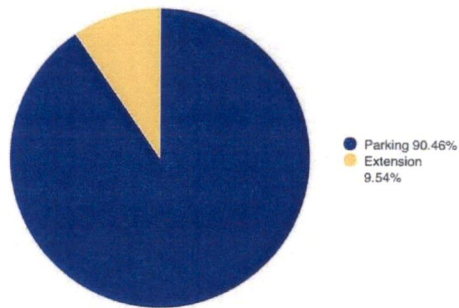




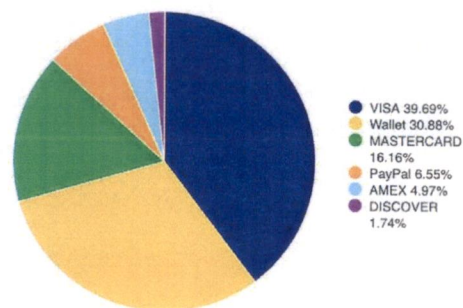


# Velocity and Demand Trends

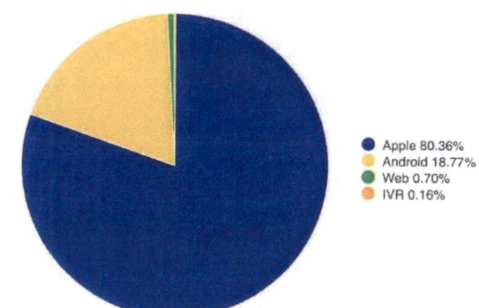
Transaction Type Breakdown



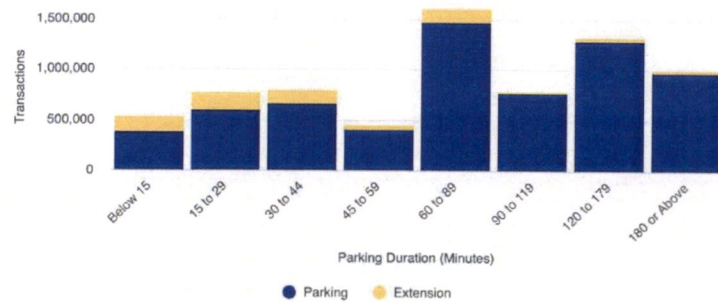
Payment Method Breakdown 5d ago



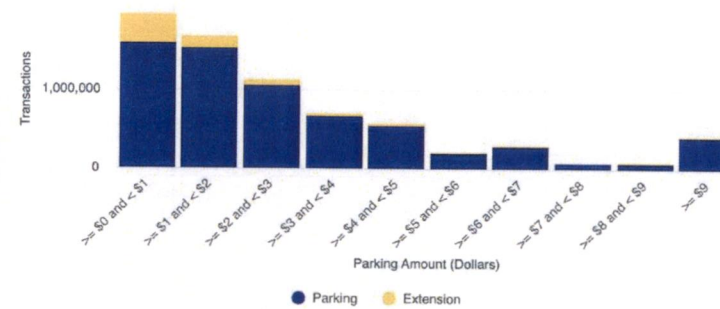
Device Type Breakdown



Parking Duration Distribution



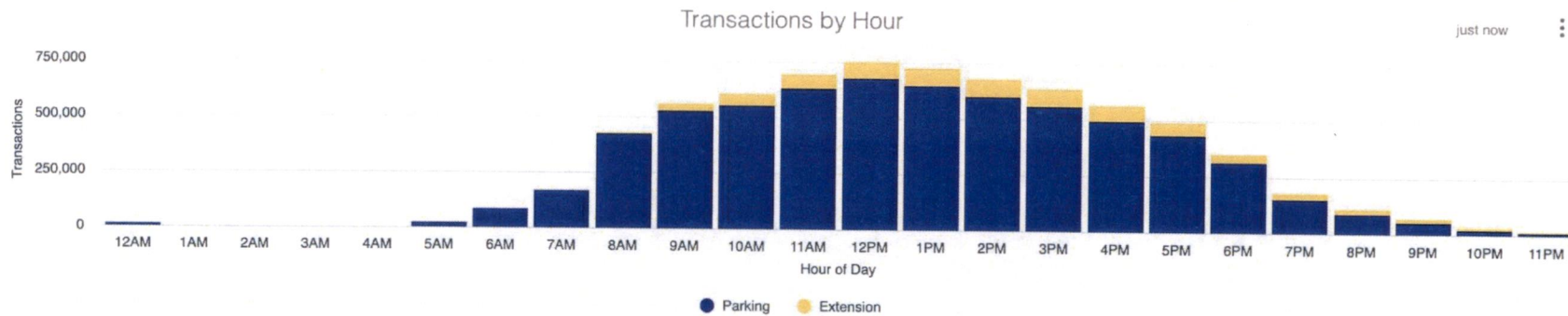
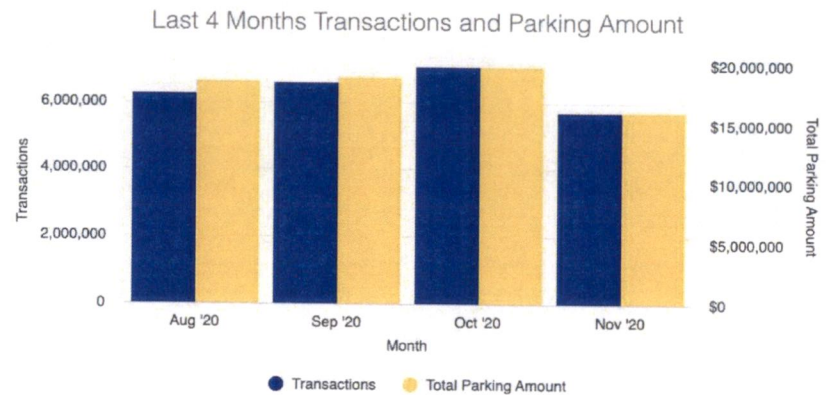
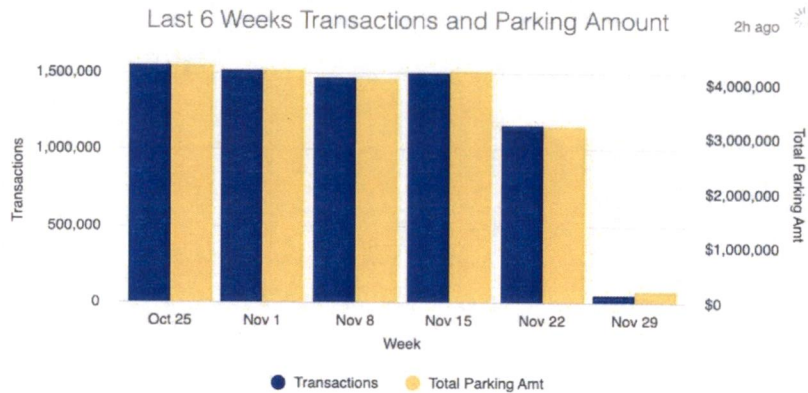
Parking Amount Distribution







# Drill Down: Months > Weeks > Hours





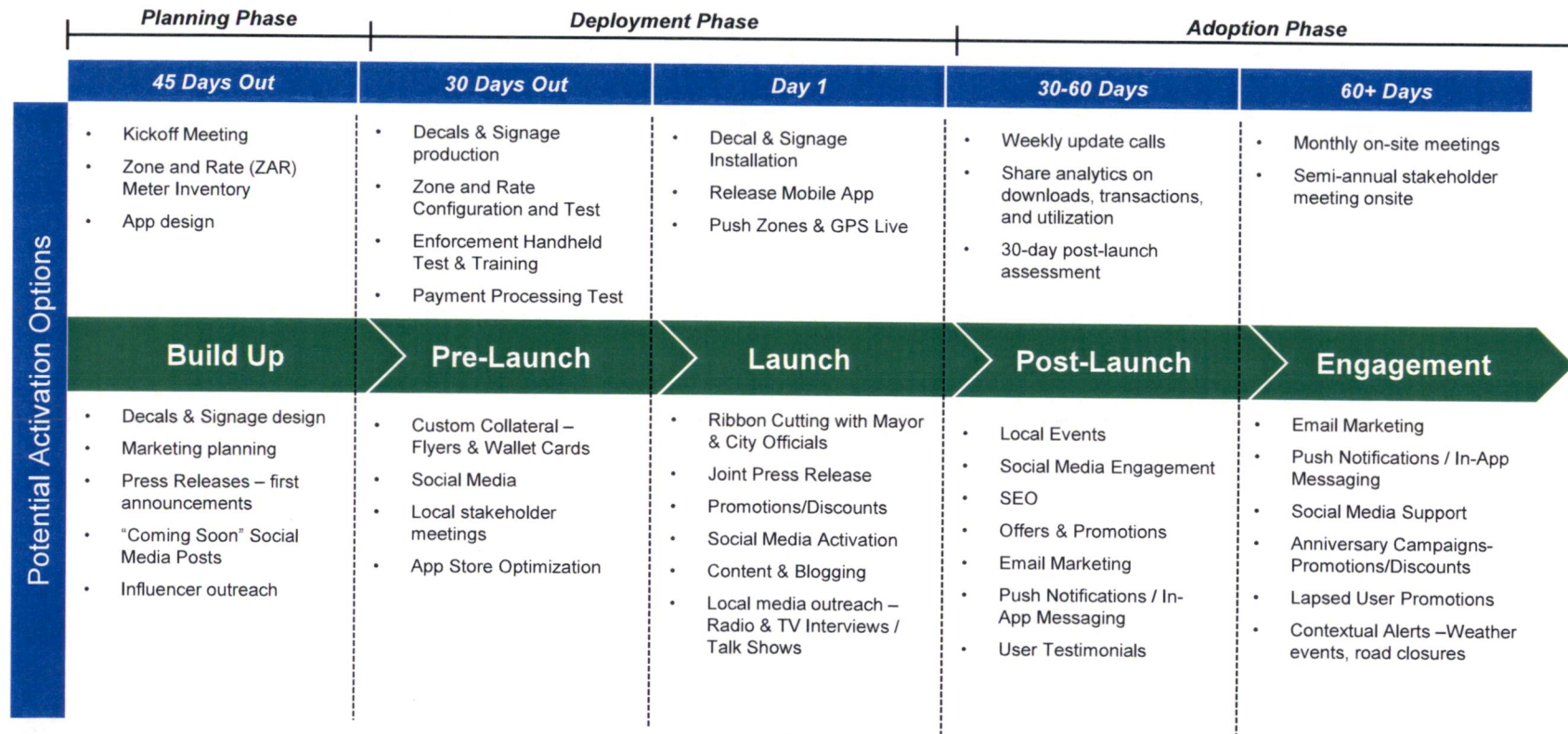


# IMPLEMENTATION





# Complete End-to-End Launch Plan







# SIGNAGE





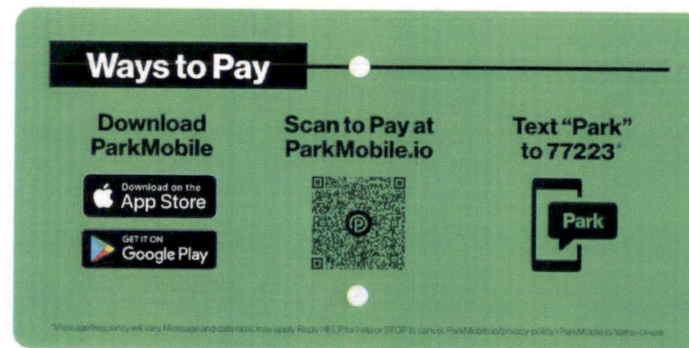
# What is Signage?

Signage includes permanent signs, stickers, and can even include temporary signage like A-frames. It includes any visualizations that help drive awareness and adoption of mobile payment as an option.

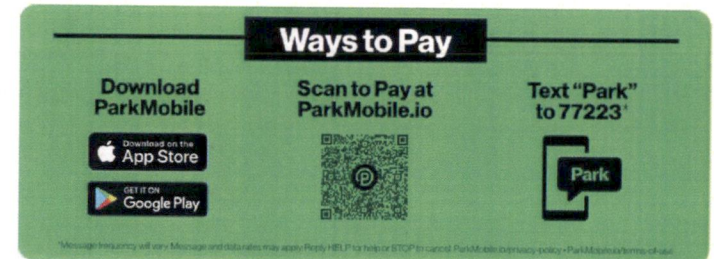
12x18 Sign



Rider to Place Under Existing Sign



Rider sticker to go below Multispace Meters (e.g. 8"x12")



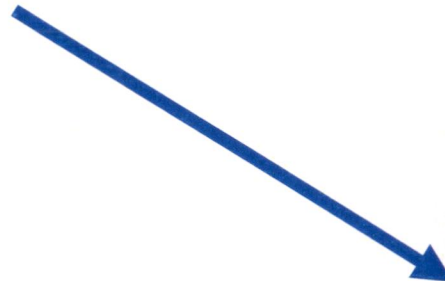


# ParkMobile Standard Signage

12" x 18" Aluminum sign

## Your Logo Goes Here

Please provide us with a high quality version to avoid pixilation. EPS or Vector formats are ideal.





An aerial photograph of a dense urban area, likely New York City, with numerous skyscrapers and buildings. A large, semi-transparent green 'P' logo is overlaid on the left side of the image.

**Thank You**





# AGENDA ITEM COVER SHEET

## Agenda Item Title:

Consider Adopting a Resolution to Sale 304 and 308 S. Front Street

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 1                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|                                 |  |
|---------------------------------|--|
| <b>Explanation of Item:</b>     | Betty Wilson tendered an offer of \$825,000 for the purchase of 304 and 308 South Front Street. The offer was advertised, but no upset bids were received. |
| <b>Actions Needed by Board:</b> | Consider adopting resolution   |
| <b>Backup Attached:</b>         | Memo, resolution, offer to purchase, and quitclaim deed  |

|  |
|--|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

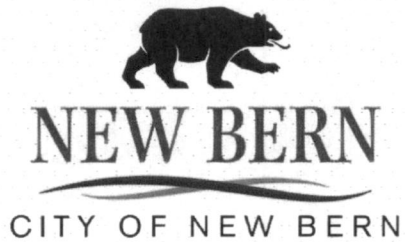
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



Aldermen

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



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

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

MEMO TO: Mayor and Board of Aldermen  
FROM: Brenda Blanco, City Clerk  
DATE: January 13, 2023  
SUBJECT: Offer to Purchase

Betty Wilson made an offer to purchase 304 and 308 South Front Street ("Talbots" lots) for \$825,000. The Board adopted a resolution on December 13, 2022 to initiate the upset bid process. This offer was advertised, but no additional bids were received. The offer exceeds the minimum bid of \$750,000 established by the Board at its November 08, 2022 meeting.

The property was acquired by the City in July of 2000 utilizing MSD funds. If the property is sold, proceeds from the sale will be placed in the MSD fund.

/beb



## **RESOLUTION**

THAT WHEREAS, the City of New Bern has received an offer to purchase parcels of property owned by the City identified as 304 and 308 South Front Street, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$825,000.00 by Betty Idell Wilson of 505 Rogers Court, Trent Woods, North Carolina 28562; that no increased bids were received; and

WHEREAS, the Board of Aldermen deems it advisable and in the best interest of the City to sell the subject property to the successful bidder and to convey the said property by quitclaim deed.

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

Section 1. That the last and highest bid of Betty Idell Wilson in the sum of \$825,000.00 for said parcels bearing postal enumerations for the City of New Bern of 304 and 308 South Front Street, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to Betty Idell Wilson for the said property.

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

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



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

**Tract 1: (Parcel No. 8-001-C-101)**

All that certain tract or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, which is located north of South Front Street and west of Craven Street, and which is described as follows:

Beginning at the intersection of the northern right-of-way line of South Front Street and the western right-of-way line of Craven Street and running thence North 79 degrees 47 minutes 00 seconds West 107.75 feet to a point; running thence North 10 degrees 11 minutes 00 seconds East 120.00 feet to a point; thence North 10 degrees 11 minutes 00 seconds East 1.50 feet to a point; thence South 79 degrees 47 minutes 00 seconds East 107.75 feet to a rebar in the western right-of-way line of Craven Street; thence along and with the western right-of-way line of Craven Street South 10 degrees 11 minutes 00 seconds West 121.50 feet to the point or place of beginning, being 19,451 square feet, more or less, in accordance with that survey for the City of New Bern by Jerry R. Ryan, PLS, dated March 28, 2000, which said survey is specifically incorporated herein by reference for a more perfect description of said tract or parcel of land.

Elizabeth G. Williams, late of Carteret County, North Carolina, died testate on the 5<sup>th</sup> day of September, 1999, leaving surviving her Edwin P. McKnight, who under the Will of the said Elizabeth G. Williams is the sole devisee of the interest of Elizabeth G. Williams in a portion of this described land. James M. Ayers, II, qualified as Executor of the Estate of Elizabeth G. Williams on September 22, 1999, before the Clerk of the Superior Court of Carteret County, Estate File 99-E-505.

**Tract 2: (Parcel No. 8-001-C-103)**

All that certain tract or parcel of land lying and being situate on the north side of South Front Street (formerly Tryon Palace Drive), in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Beginning at a point in the northern right-of-way line of South Front Street which is located the following course and distance from the intersection of the western right-of-way line of Craven Street and the northern right-of-way line of South Front Street, North 79 degrees 47 minutes 00 seconds West 160.75 feet. FROM SAID POINT OR PLACE OF BEGINNING RUNNING THENCE along an alley North 10 degrees 11 minutes 00 seconds East 120 feet to an iron pin set, thence South 79 degrees 47 minutes 00 seconds East 53.00 feet, thence South 10 degrees 11 minutes 00 seconds West 120.00 feet along the Amy McKnight line to the northern right-of-way line of South Front Street, thence North 79 degrees 47 minutes 00 seconds West 53.00 feet to the point of beginning, according to a survey for the City of New Bern prepared by Jerry R. Ryan, PLS, and dated March 28, 2000, which map is incorporated herein specifically by reference for a more perfect description of said tract or parcel of land.



This being that same property conveyed to Raymond C. Smith, II and wife, Elsie King Smith, by Deed recorded in Book 1065, at Page 695, in the Office of the Register of Deeds of Craven County.

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-001-C-101 and 8-001-C-103  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 24<sup>th</sup> day of January, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina ("Grantor"); to **BETTY IDELL WILSON**, whose mailing address is 505 Rogers Court, Trent Woods, North Carolina 28562, ("Grantee");

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and

---

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



discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

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

**CITY OF NEW BERN**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of January, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of January, 2023.

---

Notary Public

My Commission Expires:

---



## EXHIBIT A

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

### **Tract 1: (Parcel No. 8-001-C-101)**

All that certain tract or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, which is located north of South Front Street and west of Craven Street, and which is described as follows:

Beginning at the intersection of the northern right-of-way line of South Front Street and the western right-of-way line of Craven Street and running thence North 79 degrees 47 minutes 00 seconds West 107.75 feet to a point; running thence North 10 degrees 11 minutes 00 seconds East 120.00 feet to a point; thence North 10 degrees 11 minutes 00 seconds East 1.50 feet to a point; thence South 79 degrees 47 minutes 00 seconds East 107.75 feet to a rebar in the western right-of-way line of Craven Street; thence along and with the western right-of-way line of Craven Street South 10 degrees 11 minutes 00 seconds West 121.50 feet to the point or place of beginning, being 19,451 square feet, more or less, in accordance with that survey for the City of New Bern by Jerry R. Ryan, PLS, dated March 28, 2000, which said survey is specifically incorporated herein by reference for a more perfect description of said tract or parcel of land.

Elizabeth G. Williams, late of Carteret County, North Carolina, died testate on the 5<sup>th</sup> day of September, 1999, leaving surviving her Edwin P. McKnight, who under the Will of the said Elizabeth G. Williams is the sole devisee of the interest of Elizabeth G. Williams in a portion of this described land. James M. Ayers, II, qualified as Executor of the Estate of Elizabeth G. Williams on September 22, 1999, before the Clerk of the Superior Court of Carteret County, Estate File 99-E-505.

### **Tract 2: (Parcel No. 8-001-C-103)**

All that certain tract or parcel of land lying and being situate on the north side of South Front Street (formerly Tryon Palace Drive), in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Beginning at a point in the northern right-of-way line of South Front Street which is located the following course and distance from the intersection of the western right-of-way line of Craven Street and the northern right-of-way line of South Front Street, North 79 degrees 47 minutes 00 seconds West 160.75 feet. FROM SAID POINT OR PLACE OF BEGINNING RUNNING THENCE along an alley North 10 degrees 11 minutes 00 seconds East 120 feet to an iron pin set, thence South 79 degrees 47 minutes 00 seconds East 53.00 feet, thence South 10 degrees 11 minutes 00 seconds West 120.00 feet along the Amy McKnight line to the northern right-of-way line of South Front Street, thence North 79 degrees 47 minutes 00 seconds West 53.00 feet to the point of beginning, according to a survey for the City of New Bern prepared by Jerry R. Ryan,



PLS, and dated March 28, 2000, which map is incorporated herein specifically by reference for a more perfect description of said tract or parcel of land.

This being that same property conveyed to Raymond C. Smith, II and wife, Elsie King Smith, by Deed recorded in Book 1065, at Page 695, in the Office of the Register of Deeds of Craven County.



## NORTH CAROLINA

## OFFER TO PURCHASE AND CONTRACT

## CRAVEN COUNTY

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

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

Street Address: 304 and 308 South Front Street, New Bern, NC 28560

Subdivision Name: NA

Tax Parcel ID No.: 8-001-C -101 & 8-001-C -103

Plat Reference: 1065 & 069 1796 & 0043 1765 & 0639

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

2. **PURCHASE PRICE:** The purchase price is \$ 825,000 and shall be paid as follows:

(a) \$ 41,250, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ bank check ☒ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 783,750, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

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

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

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

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

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

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

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

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

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



**13. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

**14. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

**15. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**16. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**17. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

**18. NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

SELLER

(If an individual)

CITY OF NEW BERN

\_\_\_\_\_  
Name: Betty Idell Wilson (SEAL) By: \_\_\_\_\_ (SEAL)  
Date: November 16, 2022 Its: \_\_\_\_\_  
Address: 505 ROGERS CT  
Trent woods, NC 28562 Date: \_\_\_\_\_  
Phone: 252-772-3642

curtisgatlin@cca-group.net  
wilsonwin505@gmail.com

(If a business entity)

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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





## 304 & 308 S. Front Street

**Ownership:** City of New Bern  
**Size:** 0.394 Acres+- Tot.  
**Zoning:** C-1 Cent. Business  
**Land Use:** Vacant Commercial Lot  
**Flood Hazard:** AE (SFHA)  
**Tax Values**  
**Land:** Land: \$567,630 Tot.  
**Building:** Building: \$0  
**Total:** Total: \$567,630 Tot.  
**Tax ID (PID):** 8-001-C-101 (part) & 103

**Note: Min. Bid: \$750,000**

1 inch = 50 feet

0 25 50 100 150 Feet





## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 11/21/2022 11:25:15 AM

**Parcel ID :** 8-001-C -101  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :** 304 S FRONT ST  
**Description :** CRAVEN ST & SOUTH FRONT ST  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 0.297      **Calculated Acreage :** 0.300  
**Deed Reference :** 1765-0639      **Recorded Date :** 7 17 2000  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$409,850      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$409,850  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :** NEW BERN MUNI  
(SSD 8)  
**Land use :** COMM - GENERAL COMMERCIAL USE

### Recent Sales Information

| SALE DATE | Sellers Name                | Buyers Name      | Sale Type                            | Sale Price |
|-----------|-----------------------------|------------------|--------------------------------------|------------|
| 7/17/2000 | WILLIAMS, B & A<br>MCKNIGHT | NEW BERN-CITY OF | MULTI-PARCEL<br>SALE-2 OR<br>MORE PA | \$120,500  |
| 7/17/2000 | NEW BERN-CITY OF            | NEW BERN-CITY OF | MULTI-PARCEL<br>SALE-2 OR<br>MORE PA | \$0        |

### List of Improvements to Site

No improvements listed for this parcel





1 inch = 122 feet





## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 11/21/2022 11:26:00 AM

**Parcel ID :** 8-001-C -103  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :** 308 S FRONT ST  
**Description :** 308 TRYON PALACE DR



**Lot Description :**

**Subdivision :**

**Assessed Acreage :** 0.147      **Calculated Acreage :** 0.150  
**Deed Reference :** 1796-0043      **Recorded Date :** 1 24 2001

**Recorded Survey :**

**Estate Number :**

**Land Value :** \$157,780      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0

**Total Value :** \$157,780

**City Name :** NEW BERN

**Fire tax District :**

**Drainage District :**

**Special District :** NEW BERN MUNI  
(SSD 8)

**Land use :** COMM - GENERAL COMMERCIAL USE

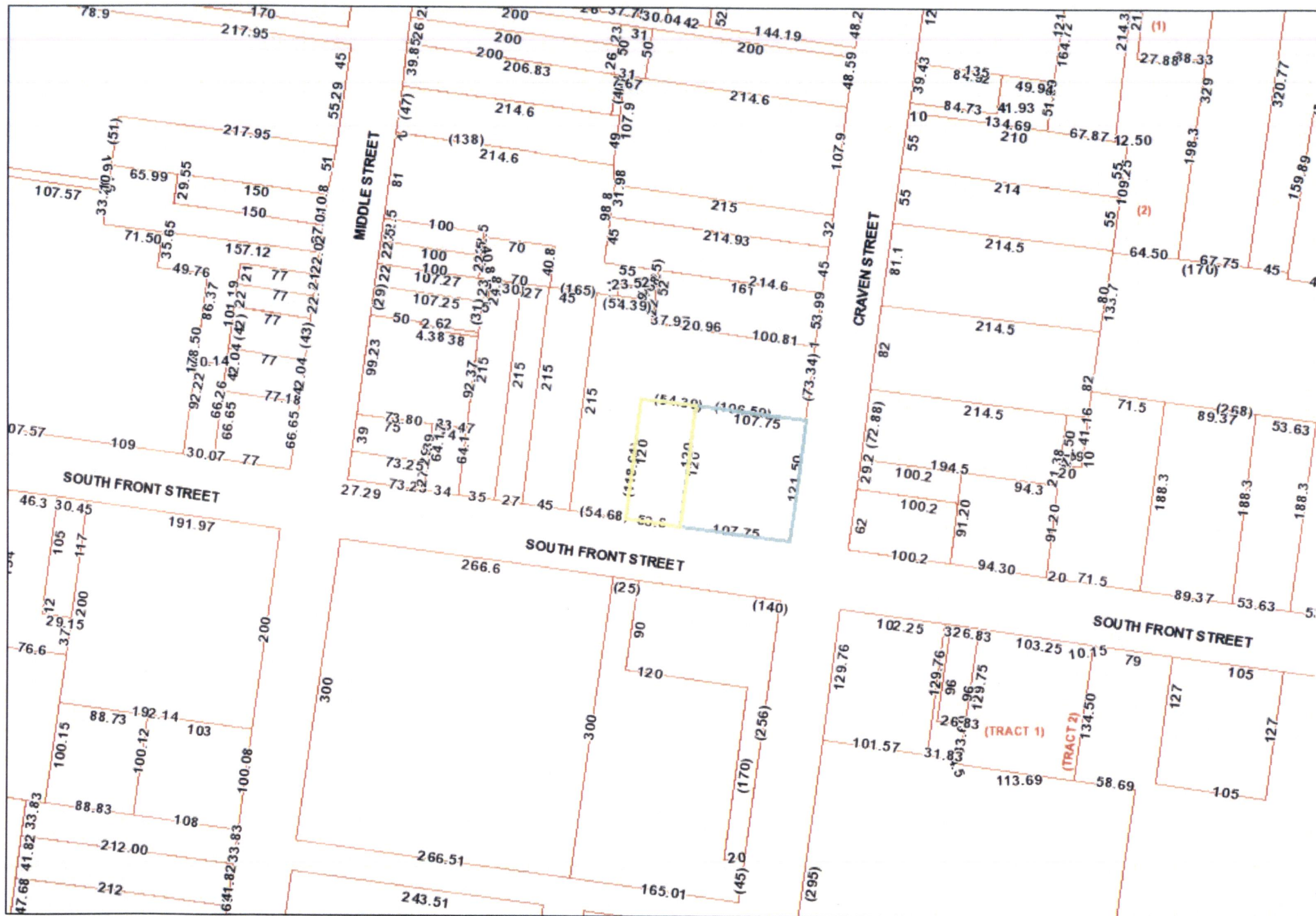
### Recent Sales Information

| SALE DATE | Sellers Name                     | Buyers Name      | Sale Type         | Sale Price |
|-----------|----------------------------------|------------------|-------------------|------------|
| 1/24/2001 | SMITH, RAYMOND C II & ELSIE KING | NEW BERN-CITY OF | STRAIGHT TRANSFER | \$88,500   |

### List of Improvements to Site

No improvements listed for this parcel





# Craven County GIS PID 8-001-C-103

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on November 21, 2022 at 11:27:07 AM

1 inch = 122 feet





# AGENDA ITEM COVER SHEET

## **Agenda Item Title:**

Consider Adopting a Resolution to Sale PID 8-015-023 on Neuse Avenue

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 1                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|                                 |  |
|---------------------------------|--|
| <b>Explanation of Item:</b>     | Argelis E. Arauz Fallas made an offer to purchase 1000 Neuse Avenue – Front (Tax Parcel ID 8-015-023) for \$3,000. The offer was advertised, but no upset bids were received. The property has a tax value of \$6,000 and was acquired by the City and County in 2006 through tax foreclosure. |
| <b>Actions Needed by Board:</b> | Consider adopting a resolution to sale the property  |
| <b>Backup Attached:</b>         | Memo, resolution, deed, offer to purchase, tax card, map and pictures of property  |

|  |
|--|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

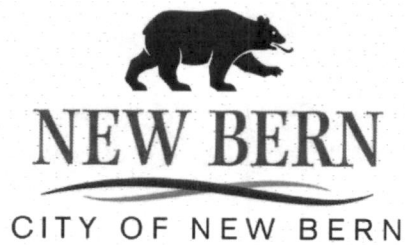
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



**Aldermen**

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



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

**Jeffrey T. Odham**  
Mayor

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

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** January 13, 2023

**SUBJECT:** Sale of Tax Parcel ID 8-015-023 on Neuse Avenue

On November 22, 2022, the Board adopted a resolution to initiate the upset bid process for PID 8-015-022 after receiving an offer of \$3,000 from Argelis E. Arauz Fallas. The offer was advertised, but no additional bids were received. The vacant 0.23-acre parcel has a tax value of \$6,000 and was acquired by the City and County in 2006 through tax foreclosure. It is the front portion of 1000 Neuse Avenue.

If the property is sold for the initial bid, the City will receive \$1,266.67 and the County \$1,733.33 from the proceeds.



## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at intersection of Durham Street and Neuse Avenue, being identified as Craven County parcel identification number 8-015-023, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$3,000.00 by Argelis E. Arauz Fallas of 530 Rosemary Drive, Newport, North Carolina 28570; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for thirty-three percent (33%) of the bid amount of \$3,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Argelis E. Arauz Fallas in the sum of \$3,000.00 for said parcel being identified as Craven County parcel identification number 8-015-023, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

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



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

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

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

Named lot or parcel of land situated in said State and county in Number 8 Township near the city of New Bern and in a suburb known as Sunnyside a map of which is duly registered in the Office of the Register of Deeds of Craven County in Book number 121 at page number 1 and hereby referred to, which said lot 73.

Subject to restrictive covenants and easements of record.  
Parcel Identification Number: 8 015 023

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

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JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-015-023  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 24<sup>th</sup> day of January, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina ("Grantors"); to **ARGELIS E. ARAUZ FALLAS**, whose mailing address is 520 Rosemary Drive, Newport, North Carolina 28570, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges

---

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



and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

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

**CITY OF NEW BERN**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of January, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of January, 2023.

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

My Commission Expires:

\_\_\_\_\_



**CRAVEN COUNTY**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State do hereby certify that on the \_\_\_\_\_ day of January, 2023, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_\_ day of January, 2023.

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

My Commission Expires:

\_\_\_\_\_



EXHIBIT A

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

Named lot or parcel of land situated in said State and county in Number 8 Township near the city of New Bern and in a suburb known as Sunnyside a map of which is duly registered in the Office of the Register of Deeds of Craven County in Book number 121 at page number 1 and hereby referred to, which said lot 73.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 015 023



**NORTH CAROLINA**

**OFFER TO PURCHASE AND CONTRACT**

**Craven County**

Argelis E. Arauz Fallas \_\_\_\_\_, as Buyer, hereby offers to purchase and **Craven County and the City of New Bern**, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 1000 Neuse Avenue \_\_\_\_\_

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

Tax Parcel ID No.: 8-015-023 \_\_\_\_\_

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

Being all of that property more particularly described in Deed Book 2534, Page 0732 in the Craven County Registry.

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

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

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

**3. CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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



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

BUYER:

(If an individual)

 Argelis E. Arauz Fallas (SEAL)

Name: Argelis E. Arauz Fallas

Date: 10/27/2022

Address: 520 Rosemary Drive

Newport, NC 28570

Phone: 252-646-7869

SELLER

CRAVEN COUNTY

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

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

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

(If a business entity)

CITY OF NEW BERN

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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

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



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 10/27/2022 3:27:12 PM

**Parcel ID :** 8-015 -023  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :**  
**Description :** 17 NEUSE AVE  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 0.229      **Calculated Acreage :** 0.230  
**Deed Reference :** 2534-0732      **Recorded Date :** 11 21 2006  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$6,000      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$6,000  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** VACANT-RESIDENTIAL TRACT

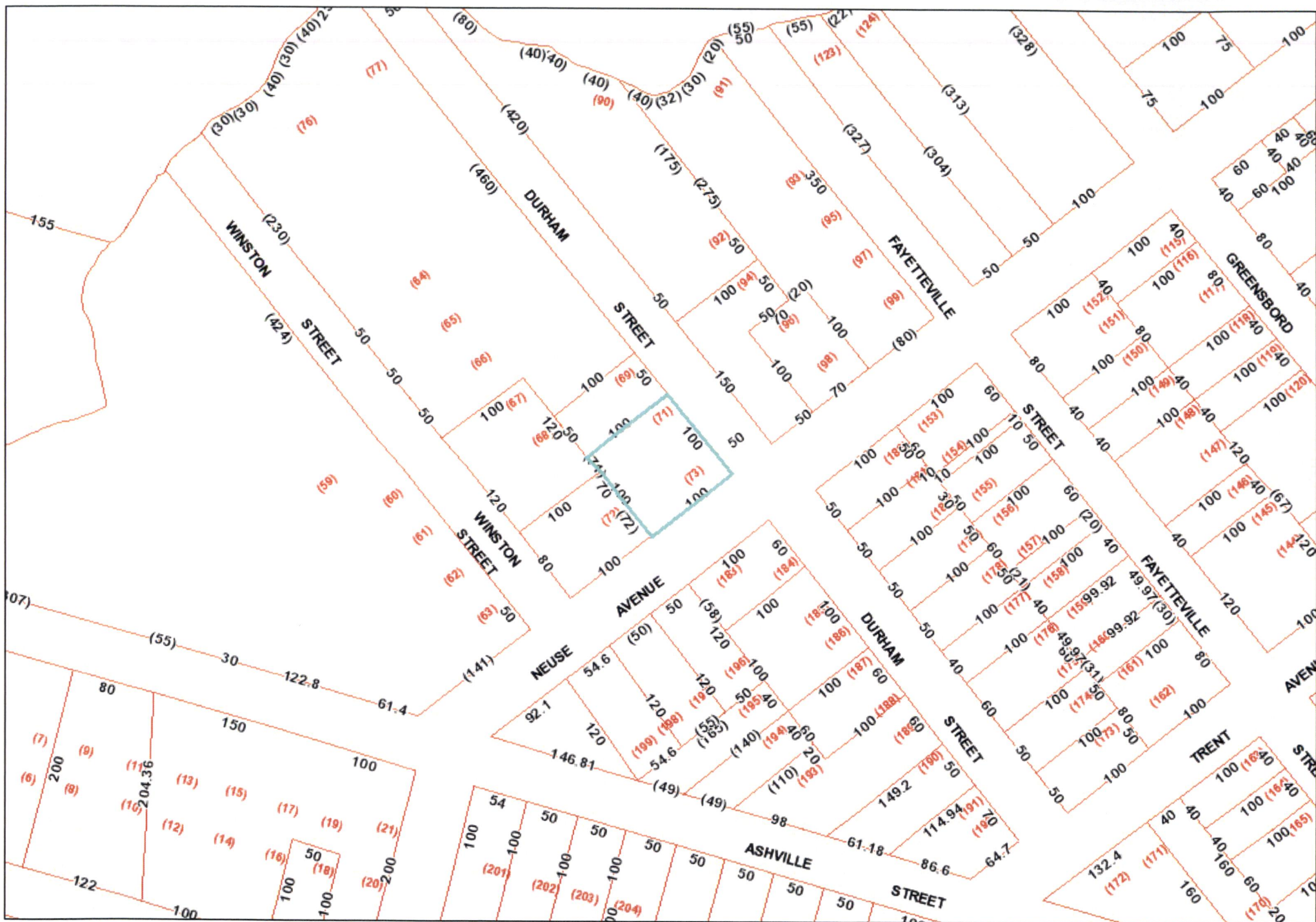
### Recent Sales Information

| SALE DATE  | Sellers Name       | Buyers Name                      | Sale Type         | Sale Price |
|------------|--------------------|----------------------------------|-------------------|------------|
| 11/21/2006 | MONK, MARJORIE HRS | CRAVEN COUNTY & NEW BERN-CITY OF | STRAIGHT TRANSFER | \$7,500    |

### List of Improvements to Site

No improvements listed for this parcel





# Craven County GIS

PID 8-015-023

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on October 27, 2022 at 3:27:30 PM

1 inch = 122 feet





PID 8-015-023





FINAL DIVISION OF PROCEEDS

|   |             |             |             |
|---|-------------|-------------|-------------|
| Property: 1000 Neuse Avenue (Parcel No. 8-015-023)              |             |             |             |
|   |             |             |             |
|   |             |             |             |
| Offer Amount  |             |             | \$ 3,000.00 |
| Less: Reimb to City for publication of notice of offer (approx) |             | \$ 172.50   |             |
| Balance   |             |             | \$ 2,827.50 |
|   |             |             |             |
| County cost reimbursement                                       |             | \$ 1,212.48 |             |
| City cost reimbursement   |             | \$ 838.07   | \$ 2,050.55 |
|   |             |             |             |
| Remaining Balance   |             |             | \$ 776.95   |
|   |             |             |             |
| County Taxes at Foreclosure                                     | \$ 1,192.46 | 67.037%     | \$ 520.85   |
| City Taxes/Priority Liens at Foreclosure                        | \$ 586.34   | 32.963%     | \$ 256.10   |
| City Taxes/Inferior Liens at Foreclosure                        | \$ 3,347.40 |             |             |
| Total Taxes   | \$ 5,126.20 |             |             |
|   |             |             |             |
| County Total  | \$ 1,733.33 |             |             |
| City Total  | \$ 1,266.67 |             |             |



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Sale PID 8-015-022 on Neuse Avenue

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 1                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|                                 |  |
|---------------------------------|--|
| <b>Explanation of Item:</b>     | Argelis E. Arauz Fallas made an offer to purchase 1000 Neuse Avenue – Rear (Tax Parcel ID 8-015-022) for \$2,700. The offer was advertised, but no upset bids were received. The property has a tax value of \$5,400 and was acquired by the City in 2003. |
| <b>Actions Needed by Board:</b> | Consider adopting a resolution to sale the property  |
| <b>Backup Attached:</b>         | Memo, resolution, deed, offer to purchase, tax card, map and pictures of property  |

|  |
|--|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

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

**Additional Notes:**



**Aldermen**

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



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

**Jeffrey T. Odham**

Mayor

**Foster Hughes**

City Manager

**Brenda E. Blanco**

City Clerk

**Kimberly A. Ostrom**

Director of Finance

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** January 13, 2023

**SUBJECT:** Sale of Tax Parcel ID 8-015-022 on Neuse Avenue

On November 22, 2022, the Board adopted a resolution to initiate the upset bid process for PID 8-015-022 after receiving an offer of \$2,700 from Argelis E. Arauz Fallas. The offer was advertised, but no additional bids were received. The vacant 0.12-acre parcel has a tax value of \$5,400 and was acquired by the City in 2003. It is the rear portion of 1000 Neuse Avenue.



## **RESOLUTION**

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City and County located on Durham Street, being identified as Craven County parcel identification number 8-015-022, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was in the sum of \$2,700.00 by Argelis E. Arauz Fallas of 530 Rosemary Drive, Newport, North Carolina 28570; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell the subject property to the successful bidder for the bid amount of \$2,700.00, and to convey said property by quitclaim deed.

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

Section 1. That the bid of Argelis E. Arauz Fallas in the sum of \$2,700.00 for said parcel being identified as Craven County parcel identification number 8-015-022, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

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

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



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

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, designated as Lot Number Sixty Nine (69) as the same is shown and delineated on that certain map or plat of SUNNYSIDE, of record in the Office of the Register of Deeds of Craven County in Map Book 121, Page 1, to which said map or plat reference is hereby made for a more particular description of the aforesaid Lot Number Sixty Nine (69).

This conveyance is made subject to restrictions, easements, and other matters appearing of record, if any. The property hereinabove described was acquired by Grantor by instrument recorded in Book 1341, Page 902 in the Craven County Registry.

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-015-022  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 24<sup>th</sup> day of January, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantor”); to **ARGELIS E. ARAUZ FALLAS**, whose mailing address is 520 Rosemary Drive, Newport, North Carolina 28570, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee’s heirs and assigns, free and

---

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



discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantor.

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

**CITY OF NEW BERN**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of January, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of January, 2023.

---

Notary Public

My Commission Expires:

---



EXHIBIT A

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

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, designated as Lot Number Sixty Nine (69) as the same is shown and delineated on that certain map or plat of SUNNYSIDE, of record in the Office of the Register of Deeds of Craven County in Map Book 121, Page 1, to which said map or plat reference is hereby made for a more particular description of the aforesaid Lot Number Sixty Nine (69).

This conveyance is made subject to restrictions, easements, and other matters appearing of record, if any. The property hereinabove described was acquired by Grantor by instrument recorded in Book 1341, Page 902 in the Craven County Registry.



NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1000 Neuse Ave (Rear)

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

Tax Parcel ID No.: 8-015-022

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

Being all of that property more particularly described in Deed Book 2039, Page 1034 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 2,700.00 and shall be paid as follows:

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

(b) \$ 2,565.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

Argelis E. Arauz Fallas

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

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

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

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

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

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

Buyer Initials

AA


Seller Initials



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

BUYER:

(If an individual)

 Argelis E. Arauz Fallas (SEAL)

Name: Argelis E. Arauz Fallas

Date: 10/27/2022

Address: 520 Rosemary Drive  
Newport, NC 28570

Phone: 252-646-7869

SELLER

CITY OF NEW BERN

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

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

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

(If a business entity)

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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



## Craven County Geographic Information System

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This report was created by Craven County GIS reporting services on 10/27/2022 3:24:25 PM

**Parcel ID :** 8-015 -022  
**Owner :** NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1129 NEW BERN NC 28563  
**Property Address :**  
**Description :** 69 SUNNYSIDE  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 0.117      **Calculated Acreage :** 0.120  
**Deed Reference :** 2039-1034      **Recorded Date :** 5 20 2003  
**Recorded Survey :**  
**Estate Number :**

**Land Value :** \$5,400      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$5,400

**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**

**Land use :** VACANT-RESIDENTIAL TRACT

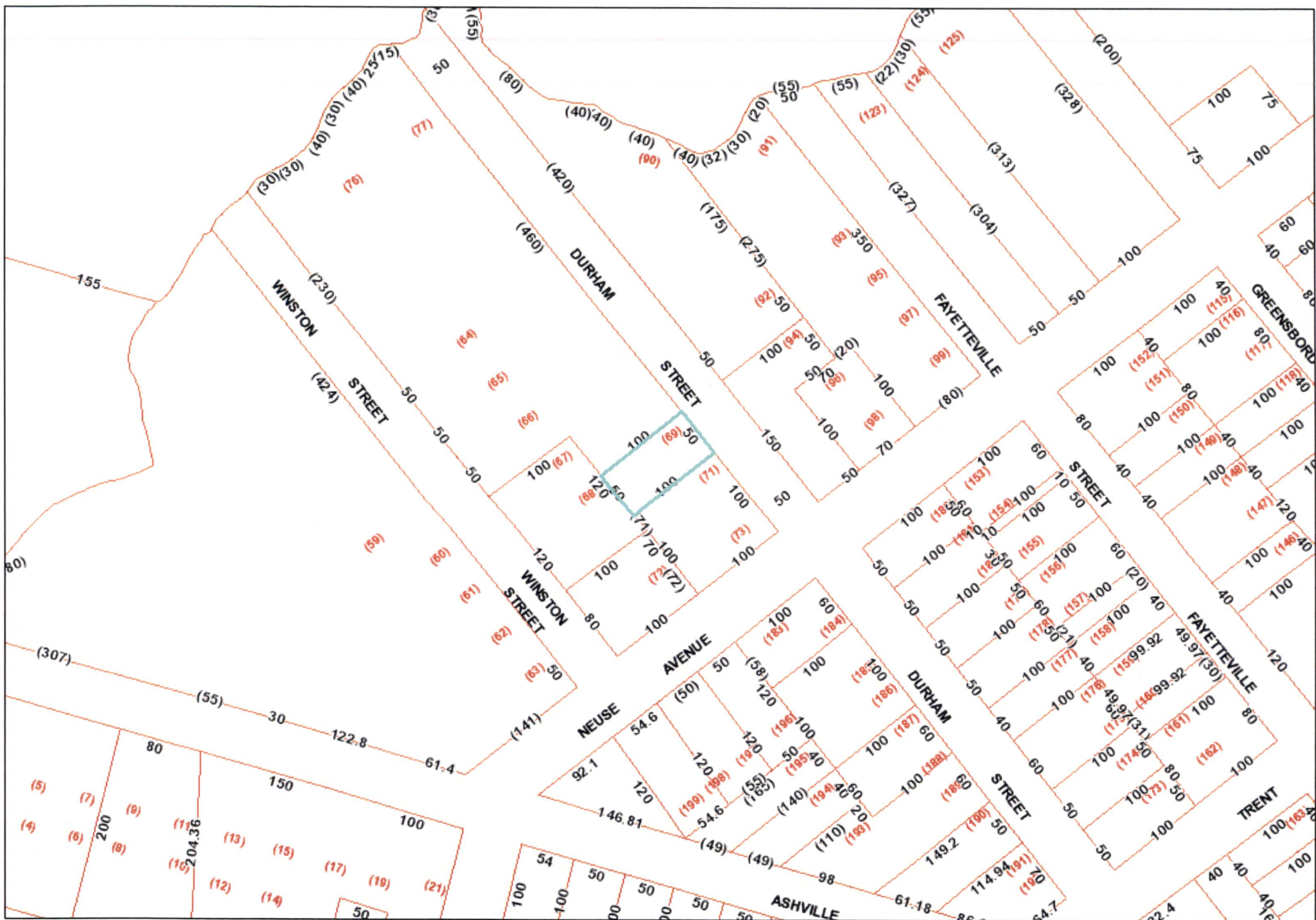
### Recent Sales Information

| SALE DATE | Sellers Name             | Buyers Name              | Sale Type         | Sale Price |
|-----------|--------------------------|--------------------------|-------------------|------------|
| 5/20/2003 | HODGES, ELIZABETH TAYLOR | NEW BERN-CITY OF         | STRAIGHT TRANSFER | \$0        |
| 11/2/1992 | HODGES, JAMES M & LUCY   | HODGES, ELIZABETH TAYLOR | STRAIGHT TRANSFER | \$0        |

### List of Improvements to Site

No improvements listed for this parcel





# Craven County GIS

PID 8-015-022

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1 inch = 122 feet







## 1000 NEUSE AVE (2 lots)

**Ownership:** New Bern & Craven County  
**Size:** 0.34 Acres combined  
**Zoning:** R-8 Residential  
**Land Use:** Vacant Residential Lots  
**Flood Hazard:** AE  
**Tax Values**  
**Land:** \$11,400 combined  
**Buildings:** \$0  
**Total:** \$11,400 combined  
**Tax ID:** 8-015 -022 & 023



1 inch = 50 feet

0 20 40 80 Feet





# **AGENDA ITEM COVER SHEET**

## **Agenda Item Title:**

Consider Adopting a Resolution to Sale 115 Hillmont Road

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b> 5                  |
| <b>Department:</b> City Clerk   | <b>Person Submitting Item:</b><br>Brenda Blanco |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A              |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | Argelis E. Arauz Fallas made an offer to purchase 115 Hillmont Road for \$7,500. The offer was advertised, but no upset bids received. The property has a tax value of \$15,000 and was acquired by the City and County in 2019 through tax foreclosure |
| <b>Actions Needed by Board:</b> | Consider adopting resolution to sale the property   |
| <b>Backup Attached:</b>         | Memo, resolution, deed, offer to purchase, tax card, map and pictures of property   |

|  |
|--|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

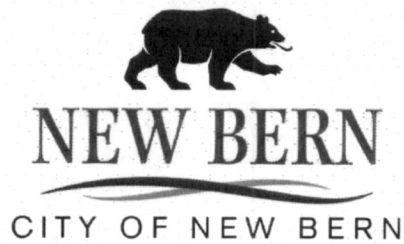
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



**Aldermen**

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



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

**Jeffrey T. Odham**

Mayor

**Foster Hughes**

City Manager

**Brenda E. Blanco**

City Clerk

**Kimberly A. Ostrom**

Director of Finance

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

**FROM:** Brenda Blanco, City Clerk

**DATE:** November 11, 2022

**SUBJECT:** Offer to Purchase 115 Hillmont Road

On November 22, 2022, the Board adopted a resolution to initiate the upset bid process after receiving an offer of \$7,500 from Argelis E. Arauz Fallas for the purchase of 115 Hillmont Road. The offer was advertised, but no upset bids were received. The property is a vacant 0.54-acre residential tract with a tax value of \$15,000. It was acquired by the City and County in 2019 through tax foreclosure. If the property is sold for the initial bid, the County will receive \$4,270.59 and the City \$3,229.41 from the proceeds.



## **RESOLUTION**

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 115 Hillmont Road, and being more particularly described herein; and

WHEREAS, the City owns a forty-five percent (45%) undivided interest in the subject property, and Craven County owns a fifty-four percent (54%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$7,500.00 by Argelis E. Arauz Fallas of 530 Rosemary Drive, Newport, North Carolina 28570; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for forty-five percent (45%) of the bid amount of \$7,500.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of Argelis E. Arauz Fallas in the sum of \$7,500.00 for said parcel bearing the postal enumeration for the City of New Bern of 115 Hillmont Road, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

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



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

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

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

Lying and being situate in Number 8 Township, Craven County, North Carolina, and being Lot Number 3, as shown and designated on that certain map entitled "Plat of Subdivision of property owned by John Gardner" and recorded in map Book 9, Page 14, in which reference is hereby made for a complete and accurate description by metes and bounds.

Subject to restrictive covenants and easements of record.  
Parcel Identification Number: 8 219 006

ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



Prepared by and return to:

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

PARCEL NO. 8-219-006  
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 24<sup>th</sup> day of January, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **ARGELIS E. ARAUZ FALLAS**, whose mailing address is 520 Rosemary Drive, Newport, North Carolina 28570, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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



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

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

**CITY OF NEW BERN**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of January, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of January, 2023.

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

My Commission Expires:

\_\_\_\_\_



**CRAVEN COUNTY**

(SEAL)

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

ATTEST:

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



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State do hereby certify that on the \_\_\_\_\_ day of January, 2023, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_\_ day of January, 2023.

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

My Commission Expires:

\_\_\_\_\_



EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

Lying and being situate in Number 8 Township, Craven County, North Carolina, and being Lot Number 3, as shown and designated on that certain map entitled "Plat of Subdivision of property owned by John Gardner" and recorded in map Book 9, Page 14, in which reference is hereby made for a complete and accurate description by metes and bounds.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 219 006



**NORTH CAROLINA**

**CRAVEN COUNTY**

**OFFER TO PURCHASE AND CONTRACT**

Argelis E. Arauz Fallas

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

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

Street Address: 115 Hillmont Road

Subdivision Name:

Tax Parcel ID No.: 8-219-006

Plat Reference:

Being all of that property more particularly described in Deed Book 3569, Page 0533 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is \$ 7,500.00 and shall be paid as follows:

(a) \$ 375.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 7,125.00, BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

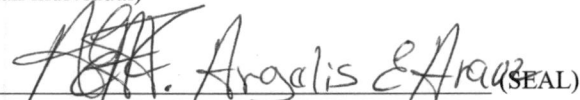
Buyer Initials AA Seller Initials \_\_\_\_\_



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

BUYER:

(If an individual)

 (SEAL)  
 Name: Argelis E. Arauz Fallas  
 Date: 10/24/2022  
 Address: 520 Rosemary Drive  
Newport, NC 28570  
 Phone: 252-646-7869

SELLER

CRAVEN COUNTY

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

(If a business entity)

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

CITY OF NEW BERN

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

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



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 10/24/2022 10:55:19 AM

**Parcel ID :** 8-219 -006  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** 115 HILLMONT RD  
**Description :** 3 JOHN GARDNER SUB\$  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 0.544      **Calculated Acreage :** 0.540  
**Deed Reference :** 3569-0533      **Recorded Date :** 5 3 2019  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$15,000      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$15,000  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** VACANT-RESIDENTIAL TRACT

### Recent Sales Information

| SALE DATE | Sellers Name                       | Buyers Name                      | Sale Type                      | Sale Price |
|-----------|------------------------------------|----------------------------------|--------------------------------|------------|
| 5/3/2019  | GARDNER, JOHNNIE R & LAURA PADILLA | CRAVEN COUNTY & NEW BERN-CITY OF | MULTI-PARCEL SALE-2 OR MORE PA | \$19,500   |

### List of Improvements to Site

No improvements listed for this parcel







115 Hillmont Road  
Tax Parcel ID 8-219-006



Center of lot



115 Hillmont Road  
Tax Parcel ID 8-219-006



Right edge of lot



115 Hillmont Road  
Tax Parcel ID 8-219-006



Left edge of lot



FINAL OF DIVISION OF PROCEEDS

|   |             |             |             |
|---|-------------|-------------|-------------|
| Property: 115 Hillmont Road (Parcel No. 8-219-006)              |             |             |             |
|   |             |             |             |
|   |             |             |             |
| Offer Amount  |             |             | \$ 7,500.00 |
| Less: Reimb to City for publication of notice of offer (approx) |             | \$ 177.10   |             |
| Balance   |             |             | \$ 7,322.90 |
|   |             |             |             |
| County cost reimbursement                                       |             | \$ 1,274.94 |             |
| City cost reimbursement   |             | \$ 553.42   | \$ 1,828.36 |
|   |             |             |             |
| Remaining Balance   |             |             | \$ 5,494.54 |
|   |             |             |             |
| County Taxes at Foreclosure                                     | \$ 2,476.84 | 54.521%     | \$ 2,995.65 |
| City Taxes/Priority Liens at Foreclosure                        | \$ 2,066.11 | 45.479%     | \$ 2,498.89 |
| Total Taxes   | \$ 4,542.95 |             |             |
|   |             |             |             |
| County Total  | \$ 4,270.59 |             |             |
| City Total  | \$ 3,229.41 |             |             |



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Adopt a Resolution Authorizing Participation in North Carolina Cooperative Liquid Assets Securities System (NC CLASS)

|   |  |
|---|--|
| <b>Date of Meeting:</b> 1/24/2023   | <b>Ward # if applicable:</b>                   |
| <b>Department:</b> Finance  | <b>Person Submitting Item:</b> Kimberly Ostrom |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b> N/A             |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | The City has an opportunity to participate with NC CLASS, a local government investment pool, which will allow diversification of assets. |
| <b>Actions Needed by Board:</b> | Adopt Resolution  |
| <b>Backup Attached:</b>         | Resolution to be adopted. The NC CLASS Indenture of Trust and NC CLASS Interlocal Agreement as supporting documentation only.             |

|  |
|--|
| <b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

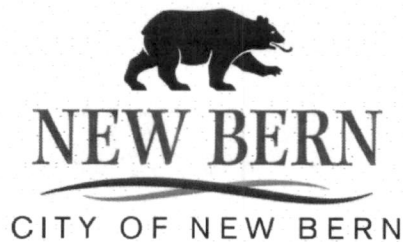
|   |
|---|
| <b>Cost of Agenda Item:</b>   |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**Additional Notes:**



**Aldermen**

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



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

Jeffrey T. Odham  
Mayor

Foster Hughes  
City Manager

Brenda E. Blanco  
City Clerk

Kimberly A. Ostrom  
Director of Finance

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

FROM: Kimberly Ostrom - Director of Finance

DATE: January 12, 2023

RE: Resolution to Participate in NC Cooperative Liquid Assets Securities Systems

---

The City currently invests cash reserves in the NC Capital Management Trust (NCCMT) and now has the opportunity to participate with the North Carolina Cooperative Liquid Assets Securities Systems (NC CLASS), which will allow diversification of investing assets. NC CLASS holds the highest level of safety with an AAAM rating from Standard & Poor's, which is the same level as NCCMT, with a \$1.00 stable net asset value (stable NAV means assets maintain value, minimizing loss).

Investments made on behalf of participants are subject to the direction of the NC CLASS Board of Trustees, which are comprised of public finance professionals representing North Carolina local government units that participate in NC CLASS. The NC CLASS portfolio is professionally managed by Public Trust, an experienced investment advisor. Public Trust is responsible to the Board for all program investment and administrative activities. Public Trust manages \$61 billion nationwide, focused solely on the government space and their unique needs. Public Trust works with 11 other states running local government investment pools. Fifth Third Bank, N.A. is the custodian for NC CLASS investment holdings.

NC CLASS investments are limited to those qualifying for investment under North Carolina General Statutes Section 159-30. The goal for NC CLASS is to provide competitive returns while adhering to the objectives of safety and liquidity.

**Requested Action**

The Board considers approving the enclosed Resolution to Participate in North Carolina Cooperative Liquid Assets Securities Systems at its meeting on January 24, 2023.



## **RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS**

This resolution is authorizing the City of New Bern to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by an interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) governing the investment of monies of the City of New Bern ("Permitted Investments");

WHEREAS, the City of New Bern desires to enter into an Interlocal Agreement (the "Interlocal Agreement") with such other Participants for the purpose of creating the Trust;

WHEREAS, the City of New Bern and the other Participants will execute and deliver an Indenture of Trust (the "Indenture"), in the form consistent with the form attached to the Interlocal Agreement, which will provide for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments; and

WHEREAS, the City of New Bern desires to become a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Board of Aldermen (the "Governing Body") of the City of New Bern as follows:

1. The Governing Body hereby approves the City of New Bern's participation in the Trust.
2. The Governing Body authorizes the execution and delivery of the Interlocal Agreement and the Indenture substantially in the forms presented at this



meeting, together with such changes, modifications, and deletions, as they may deem necessary and appropriate, including, but not limited to, changes, modifications and deletions as may be approved by the City of New Bern's Director of Finance (the "Authorized Representative"). The approval of the Interlocal Agreement and the Indenture will be evidenced conclusively by the execution and delivery of such documents by the Authorized Representative.

3. The Authorized Representative is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the City of New Bern in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the City of New Bern's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the City of New Bern.
4. The Governing Body hereby approves the Authorized Representative to serve as the City of New Bern's Authorized Representative under the Interlocal Agreement and the Indenture (as "Authorized Representative" is defined in such documents) and in such capacity shall remain responsible for the management, supervision, and investment of the City of New Bern's idle funds.

The undersigned hereby certifies that the Board of Aldermen has enacted this Resolution.

Approved this 24<sup>th</sup> day of January, 2023.

---

JEFFREY ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

( S E A L )



**INTERLOCAL AGREEMENT**

**DATED \_\_\_\_\_, 2023**

**BY AND AMONG**

**LINCOLN COUNTY, NORTH CAROLINA,**

**TOWN OF HOPE MILLS, NORTH CAROLINA,**

**AND**

**CITY OF NEW BERN, NORTH CAROLINA**

For the Establishment of a  
Commingled Investment Pool  
Entitled:

North Carolina Cooperative Liquid Assets Securities System  
(North Carolina CLASS)



## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Agreement"), and is by and among **Lincoln County, NORTH CAROLINA** ("Local Govt Unit 1"), a local government and body politic and corporate of the State of North Carolina, the **Town of Hope Mills, NORTH CAROLINA** ("Local Govt Unit 2"), a local government and body politic and corporate of the State of North Carolina, and the **City of New Bern, NORTH CAROLINA** ("Local Govt Unit 3"), a local government and body politic and corporate of the State of North Carolina (hereinafter, individually, a "Party" and collectively, the "Parties").

### **WITNESSETH:**

**WHEREAS**, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended or successor statute ("N.C. Gen. Stat."), enable any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

**WHEREAS**, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30 governing the investment of monies of a Local Government Unit ("Permitted Investments");

**WHEREAS**, the Parties are executing this Agreement for the purpose of creating a Local Government Investment Pool, known as the "North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS)" (the "Trust"), solely for North Carolina Local Government Units, and the initial Parties to this Agreement will be the initial Local Government Units of the Trust (the "Initial Local Government Units");

**WHEREAS**, the Trust will be governed by the terms of an Indenture of Trust (the "Indenture"), in a form consistent with the form attached as Exhibit A hereto, executed by the Parties, which will provide for the deposit and investment of pooled funds in only Permitted Investments;

**WHEREAS**, the Initial Local Government Units anticipate that other Local Government Units may become participants in the Trust ("Participants") in the future by amendment or joinder to this Agreement and the Indenture as set forth in this Agreement and the Indenture; and

**WHEREAS**, pursuant to Articles 3, 12 and 20 of Chapter 160A of the North Carolina General Statutes, the Parties are authorized to enter into this Agreement.

**NOW THEREFORE**, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

### **ARTICLE I**

#### **PURPOSE AND LOCAL GOVERNMENT INVESTMENT POOL ESTABLISHED**

**1.01 Purpose.** The purpose of this Agreement is to establish the Trust for the benefit of the Parties, a commingled investment pool limited to qualifying investments under N.C. Gen. Stat. § 159-30(c) governing the investment of monies of a Local Government Unit. The Parties agree that the Trust will be maintained pursuant to the provisions of the Indenture, substantially in the form of Indenture attached hereto as Exhibit A.



## **1.02 Local Government Investment Pool Established.**

A. The Parties, through this Agreement and the Indenture, establish a joint agency empowered by the Board (as defined herein) under the Indenture to provide a trust fund in accordance with North Carolina law permitting Local Government Units, each of which must be a Local Government Unit of the State of North Carolina, to pool monies available from idle funds, which are not immediately required to be disbursed, with the same such monies held by other Local Government Units, in order to invest them and earn interest in accordance with, and as permitted by, the provisions of N.C. Gen. Stat. § 159-30 governing the investment of monies of a Local Government Unit.

B. After the initial execution of this Agreement and the Indenture, additional Local Government Units may become Participants in the Trust so long as Local Government Units comply with the provisions of this Agreement and the Indenture to become a Participant in the Trust, including but not limited to approval of the Local Government Unit's participation in the Trust by its governing body in accordance with Section 1.03 hereof and the execution and delivery of an amendment or joinder to this Agreement and the Indenture.

C. The structure, administration, management and operation of the Trust shall be governed by the terms of the Indenture and the bylaws of the Trust attached hereto as Exhibit B, as such bylaws may be amended from time to time in accordance with their terms and the terms of the Indenture (the "Bylaws").

D. The Trust shall be governed by a Board of Trustees (the "Board"), appointed in accordance with the Bylaws, and operating in accordance with the Bylaws and the Indenture.

E. Pursuant to the Indenture and the Bylaws, the Board shall be responsible for the operation of the Trust and for the investment of the assets of the Trust, and has the power to appoint, employ, retain, or contract with investment advisors, administrators, distributors, custodians and independent contractors to perform designated functions under the supervision of the Board. The Indenture will provide for the manner in which the charges and expenses that are necessary or incidental to the management and operation of the Trust shall be paid.

F. The Parties have not established a minimum contribution to the Local Government Investment Pool or a minimum obligation with regard to participation in the Local Government Investment Pool; provided that, from time to time, the Board may by resolution establish such minimums.

G. The manner in which ownership of property and assets of the Trust is allocated among the Participants and the manner in which property and assets are valued shall be set forth in the Indenture. The Trust will be divided into non-transferable units called Shares without par value. Title to the assets of the Trust is vested in the Board on behalf of the Participants, each of which has a beneficial interest in its allocable share of such assets.

H. Any Party may resign or withdraw from the Indenture and this Agreement pursuant to the terms of the Indenture and this Agreement, respectively, with no further responsibility or obligation to any other Party.

I. Each Parties' finance officer is responsible for the continued management, supervision and investment of the idle funds on behalf of such Party and as such will be the Authorized Representative of such Party under the Indenture. The finance officers of the respective Parties shall independently determine whether to invest or withdraw the funds of their respective Local Government Units in accordance with, and as permitted by, that Party's investment policies, if any, and the provisions of the N.C. Gen. Stat. § 159-30 governing the investment of monies of a Local Government Unit. The Parties authorize their respective



finance officers to execute such documents necessary to effect the spirit and intent of this Agreement according to their statutory powers and internal investment policies, if any, including, but not limited to, the execution of the Indenture.

**1.03 Joinder.** In the event a Local Government Unit desires to become a party to this Agreement and to invest idle cash in the Local Government Investment Pool, such Local Government Unit must deliver to the Administrator the following:

A. Evidence that the governing body of the Local Government Unit has adopted an authorizing resolution approving the Local Government Unit's (i) participation in the Trust, (ii) execution and delivery of an amendment or joinder to this Agreement and (iii) approval of the terms of the Indenture;

B. An original executed copy of the amendment or joinder to this Agreement; and

C. Execution and delivery of all forms deemed necessary by the Administrator.

All existing Parties shall execute an amendment to this Agreement in accordance with Section 2.02 for the purposes of adding such Local Government Unit into the Trust. Following such joinder, the term "Party" as used in this Agreement shall include such additional Local Government Unit.

## **ARTICLE II TERM, AMENDMENT, AND TERMINATION**

**2.01 Term.** This Agreement commences on the date of its execution by the initial Parties and shall continue until terminated as provided in Section 2.04 below ("Term").

**2.02 Amendments.**

A. This Agreement may not be amended, changed, modified or altered without the written consent of the Parties.

B. Any Party may propose an amendment to this Agreement by submitting the proposed amendment and the reasons for the proposed amendment in writing to the other Parties in accordance with the notice provisions in Section 2.05 below. If the Parties agree to the proposed amendment, a written amendment to this Agreement shall be distributed to the Parties and executed.

C. The Parties may enter into amendments (i) in order to add an additional Local Government Unit to the Local Government Investment Pool or (ii) which do not have financial implications for any Party, in either case with the approval of and execution by their respective Authorized Representative (as defined in the Indenture). All other amendments shall require approval by the governing boards of each Party.

D. Unless otherwise provided in such amendment, an amendment to this Agreement shall become effective upon its execution by all of the Parties.

E. Notwithstanding the above, no amendment to the Agreement shall be entered into that is inconsistent with the terms of the Indenture.

**2.03 No Waiver of Non-Compliance with Agreement.** No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict



performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**2.04 Withdrawal; Termination.** Any Party may withdraw from this Agreement and terminate its involvement in the Trust for any reason, or for no reason, by notifying the other Parties in writing in accordance with the notice provisions in Section 2.05 below, and withdrawing as a Participant in the Trust in accordance with the provisions of the Indenture. So long as there are at least two Parties remaining, this Agreement shall remain in effect.

**2.05 Notice.** Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

**For [Local Govt Unit 1]:** Deanna Rios  
Lincoln County  
353 North Generals Blvd.  
Lincolnton, NC, 28092

With a copy to [Local Govt Unit 1]  
[Local Govt Unit 1]  
\_\_\_\_\_, NC \_\_\_\_\_

**For [Local Govt Unit 2]:** Drew Holland  
Town of Hope Mills  
5770 Rockfish Road  
Hope Mills, NC, 28348

With a copy to [Local Govt Unit 2]  
[Local Govt Unit 2]  
\_\_\_\_\_, NC \_\_\_\_\_

**For [Local Govt Unit 3]:** Kimberly Ostrom  
City of New Bern  
300 Pollock Street, PO Box 1129  
New Bern, NC, 28560

With a copy to [Local Govt Unit 3]  
[Local Govt Unit 3]  
\_\_\_\_\_, NC \_\_\_\_\_

Such notices may be given by electronic means, including e-mail or secure electronic transmission containing applicable, so long as the receiving party acknowledges receipt of such notice in like manner.



**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES OF PARTIES**

**3.01 Representations and Warranties.** Each Party hereby represents, covenants and warrants for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and the Indenture (the "Investment Pool Documents") and to carry out the transactions contemplated by the Investment Pool Documents, and the Investment Pool Documents have been duly authorized by resolution approved by its governing body. This Agreement is a valid and binding obligation of such Party and upon the execution and delivery of the Indenture, the Indenture will be a valid and binding obligation of such Party.

B. Each Party has authorized the finance officer to act as the Authorized Representative of such Party, and such finance officer shall remain responsible for the management, supervision and investment of the Party's idle funds.

C. Neither the execution and delivery of the Investment Pool Documents, nor the fulfillment of or compliance with their terms and conditions, nor the consummation of the transactions contemplated by the Investment Pool Documents, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by which it is bound, or constitutes a default under any of the foregoing.

D. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver the Investment Pool Documents or to comply with its obligations under the Investment Pool Documents. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

**ARTICLE IV**  
**OTHER PROVISIONS**

**4.01 Related Documents.** The Parties acknowledge that the Indenture and Bylaws must be finalized and the Indenture shall be executed and the Bylaws adopted by the Board as soon as reasonably possible and in no event later than the creation of the Trust.

**4.02 Entire Agreement.** The terms and provisions contained herein, together with the Indenture and the Bylaws, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

**4.03 Assignment.** No Party may sell or assign any interest in or obligation under this Agreement.

**4.04 Governing Law; Venue.**

A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. All references to particular statutes shall mean as amended or replaced from time to time.



B. Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Agreement shall lie in a court of competent jurisdiction in the State of North Carolina.

**4.05 Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of [ ] County, North Carolina.

**4.06 Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

**4.07 Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

**4.08 Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**4.09 Electronic Version of Agreement.** Any Party may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

**4.10 Liability of Officers and Agents.** No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

**4.11 Headings.** Any headings preceding the text of the several articles and sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.



**4.12 Regulatory Authority.** Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

**4.13 Further Actions.** The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

*{Signature Page Follows}*



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

|  |   |
|--|---|
| <b>LINCOLN COUNTY, NORTH CAROLINA</b><br><br>By: _____<br>Title: _____     | This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.<br><br>By: _____<br>Title: _____ |
| ATTEST:<br><br>By: _____<br>Title: _____<br><br>[Seal]                     | This instrument is approved as to form and legal sufficiency.<br><br>By: _____<br>Title: _____  |
| <b>TOWN OF HOPE MILLS, NORTH CAROLINA</b><br><br>By: _____<br>Title: _____ | This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.<br><br>By: _____<br>Title: _____ |
| ATTEST:<br><br>By: _____<br>Title: _____<br><br>[Seal]                     | This instrument is approved as to form and legal sufficiency.<br><br>By: _____<br>Title: _____  |
| <b>CITY OF NEW BERN, NORTH CAROLINA</b><br><br>By: _____<br>Title: _____   | This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.<br><br>By: _____<br>Title: _____ |
| ATTEST:<br><br>By: _____<br>Title: _____<br><br>[Seal]                     | This instrument is approved as to form and legal sufficiency.<br><br>By: _____<br>Title: _____  |



**EXHIBIT A**

**Indenture of Trust (Draft)**



## **EXHIBIT B**

### **Bylaws**



**North Carolina Cooperative Liquid Assets Securities System  
(North Carolina CLASS)**

**Indenture of Trust**

(Dated and Effective as of \_\_\_\_\_, 2023)



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**A NORTH CAROLINA STATUTORY TRUST  
INDENTURE OF TRUST**

**WITNESSETH:**

WHEREAS, the provisions of Section 159-30(c)(10) of Article 3 of Chapter 159 of the General Statutes of North Carolina, as amended and as may be further amended from time to time ("N.C.G.S.") entitled "The Local Government Budget and Fiscal Control Act" (the "Act") authorize any local government or public authority of the State of North Carolina (as each such term is defined in the Act) (a "Local Government Unit") to invest moneys in a commingled investment pool established by interlocal agreement pursuant to N.C.G.S. Chapter 160A, Article 20 (an "Investment Pool") if the investments of the Investment Pool are limited to those qualifying for investment under N.C.G.S. Section 159-30 governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, it is the intent of the Local Government Units that are a signatory hereto (the "Signatory Local Government Units") to create an investment pool, known as the North Carolina Cooperative Liquid Assets Securities System as a statutory trust created by interlocal agreement (the "Trust"), solely for North Carolina Local Government Units, and that this Indenture of Trust (the "Indenture") shall serve as the agreement for such purpose;

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds by the Signatory Local Government Units only in Permitted Investments;

WHEREAS, each of the Signatory Local Government Units has determined that establishment of and participation in the Trust serves a governmental purpose for such Signatory Local Government Unit, including, but not limited to, providing for the investment and deposit of their idle funds subject to the limitations of the Act, and by entering into the Interlocal Agreement, the Signatory Local Government Units are able to take advantage of pooling their investments with other Local Government Units to increase the investments available to the Trust and to lower costs associated with the investment of their funds;

WHEREAS, under the authority of resolutions duly adopted by their respective governing bodies, the Signatory Local Government Units have entered into an Interlocal Agreement dated \_\_\_\_\_, 20[ ] (the "Interlocal Agreement") pursuant to N.C.G.S. Chapter 160A, Article 20 in which the Signatory Local Government Units have agreed to create the Trust as an investment pool pursuant to this Indenture, which action serves a governmental purpose for such Local Government Units;

WHEREAS, each of the Signatory Local Government Units has undertaken all official action necessary and appropriate to become a party to the Interlocal Agreement and this Indenture for the purpose of establishing and participating in the Trust;

WHEREAS, the beneficial interests in the assets of the Trust funds created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares;

WHEREAS, the Signatory Local Government Units anticipate that other Local Government Units may wish to become Participants by becoming parties to the Interlocal Agreement, approving this Indenture and becoming a party hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns that all moneys, assets, securities, funds, and property now or hereafter acquired by the Trustees, their



successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the Participants of record from time to time of Shares of beneficial interests herein, without privilege, priority, or distinction among such holders, and subject to the terms, covenants, conditions, purpose, and provisions hereof.

## **ARTICLE I THE TRUST**

**1.1     Name.** Pursuant to the terms of this Indenture, a North Carolina trust is hereby established and the name of the trust shall be North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS). The Board shall conduct the Trust's activities, execute all documents, and sue or be sued under that name. The Board may use such other designations, including "North Carolina CLASS," or "NCCLASS," and may adopt such other name or names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as it, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the State of North Carolina or the United States of America so as to protect and reserve the right of the Trust in and to such names.

**1.2     Purpose; Participant Requirements.**

(a)     The purpose of the Trust is to provide a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting Local Government Units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 governing the investment of monies of a Local Government Unit.

(b)     Only those Local Government Units that have adopted this Indenture, have executed and delivered an interlocal agreement with the other Local Government Units pursuant to § 160A-460 through 160A-464 of the General Statutes of North Carolina, as amended, and have complied with the provisions hereof are Participants.

(c)     Each Local Government Unit taking all official action necessary to become a party to the Interlocal Agreement and this Indenture and executing the Interlocal Agreement and this Indenture, and otherwise complying with the provisions hereof, shall become a Participant upon depositing into the Trust the minimum total investment as that amount is established, from time to time, by the Board.

**1.3     Contributions.**

(a)     The Board will hold in the Trust all such funds contributed by Participants for investment by the Board. No Participant will be required to appropriate funds or to levy taxes for investment in the Trust.

(b)     All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept the Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.

**1.4     Location.** The Trust shall maintain an office of record in the State of North Carolina that shall be the repository for the primary records of the Trust and may maintain such other offices or places of business as the Board may from time to time determine. The office of record may be changed from time



to time by resolution of the Board and notice of such change of the office of record shall be given to each Participant.

### **1.5     Nature of Trust.**

(a)     The Trust shall be a trust organized and existing under the laws of the State of North Carolina. The Participants shall be beneficiaries of the Trust, and their relationship to the Trust shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b)     The Indenture is an agreement of indefinite term regarding deposit, redeposit, investment, reinvestment, and withdrawal of local government funds in accordance with the Local Government Finance Act and other laws of the State of North Carolina.

(c)     The Board may authorize the creation of one or more different portfolios, including portfolios that do not seek to maintain a stable net asset value, provided that each such portfolio shall conform in all respects to the requirements of this Indenture.

(d)     The Board may authorize the use of the names North Carolina CLASS and NCCLASS in conjunction with other products and services that provide investment, financial, or other cash management services to Local Government Units.

(e)     Pursuant to Section 115 of the Code, the Trust is intended to be exempt from income tax. The Trustees shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.

(f)     This Indenture shall be construed and the Trust operated in a manner consistent with the intention that the Trust is to be exempt from income tax.

(g)     The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. In the furtherance of their duties under this Indenture, the Trustees may rely on an opinion of independent counsel that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust.

**1.6     Definitions.** As used in this Indenture, the following terms shall have the following meanings:

"Additional Funds" shall have the meaning set forth in Section 6.4 herein.

"Administrative Agreement" shall mean the agreement between the Board on behalf of the Trust and the Administrator.

"Administrator" shall mean the person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article IV hereof.

"Authorized Representative" shall mean the finance officer of each Participant. Such Authorized Representative shall be the legal representative to act for and on behalf of each Participant.



"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in [Raleigh], North Carolina, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Board" shall mean the Board of Trustees as designated by the Signatory Local Government Units to administer and supervise the affairs of the Trust and such new or successor Trustees as shall be appointed as provided in Bylaws.

"Bylaws" shall mean the bylaws of the Trust as may be amended from time to time.

"Constant Net Asset Value Funds" means the Prime Fund and any Additional Funds that maintain a constant net asset value per Share.

"Custodian" shall mean any person or persons appointed, employed, or contracted with by the Investment Advisor on behalf of the Trust pursuant to Article V hereof.

"Custodian Agreement" shall mean the agreement between the Board on behalf of the Trust and the Custodian.

"Funds" shall have the meaning set forth in Section 6.4 herein

"Indenture" shall mean this Indenture of Trust as may be amended from time to time.

"Information Statement" shall mean an information statement or other descriptive document adopted as such by the Board from time to time and distributed to Participants and potential Participants.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article VI hereof and shall include any authorized representative of the Investment Advisor.

"Investment Advisor Agreement" shall mean the agreement between the Board on behalf of the Trust and the Investment Advisor.

"Investment Policy" shall mean the investment policy established by the Board pursuant to Section 7.1 herein.

"Local Government" has the meaning set forth in the recitals.

"Local Government Unit(s)" has the meaning set forth in the recitals.

"N.C.G.S." means North Carolina General Statutes, as amended from time to time.

"Participants" shall mean the Local Government Units that are the Signatory Local Government Units as of the date this Indenture and any other Local Government Unit that becomes a participant in the Trust by the execution and delivery of an amendment or joinder to the Interlocal Agreement and complying with the other requirements of the Interlocal Agreement.

"Permitted Investments" has the meaning set forth in the recitals.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks,



trust companies, land trust, business trust, or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Prime Fund" shall have the meaning set forth in Section 6.4 herein.

"Public Body" has the meaning set forth in the recitals.

"Responsible Person" shall mean a person listed on the United States Treasury Department List of Primary Dealers or any equivalent successor to such list, or a savings and loan or a bank that is organized and existing under the laws of the United States of America or any state thereof and that has assets in excess of \$500 million.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Trust Property as described in Article IX.

"Signatory Local Government Unit" has the meaning set forth in the recitals.

"Trust" shall mean the trust created by this Indenture.

"Trust Property" shall mean, as of any particular time, any and all moneys, properties, rights, or otherwise, tangible or intangible, that is transferred, conveyed, or paid to the Trust and all income, profits, and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust.

"Trustee" shall mean any member of the Board.

## **ARTICLE II THE PARTICIPANTS**

**2.1 General Powers.** Subject to the provisions of this Indenture, the Participants shall have full, exclusive, and absolute power of supervision over the Trust and the affairs of the Trust.

**2.2 Exercise of Participants' Rights.** All rights of the Participants as set forth in this Indenture shall be exercised by their respective Authorized Representative. Wherever in this Indenture action is required by or permitted by a Participant, such action shall be taken by the Authorized Representative on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Representative. Each Participant's Authorized Representative shall be responsible for the management, supervision and investment of such Participant's idle funds invested in the Trust.

**2.3 Voting.** Each Participant, through its Authorized Representative, shall be entitled to one vote as a matter of right with respect to the following matters:

- (a) Amendment of this Indenture;
- (b) Termination of the Trust; and
- (c) Reorganization of the Trust.

It shall not be necessary for any minimum number of Shares other than one to be allocated to a Participant for the Participant to be entitled to vote.

**2.4 Participant Right to Require a Vote of the Board.** The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten



percent of the Participants, have the right to require a vote by the Board related to questions or consideration of such matters as determined by such Participants. Within 90 days of receipt of such instrument(s) or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument(s) and be required to take action on the matter.

**2.5     Inspection of Records.** The records of the Trust shall be open to inspection by Participants at all reasonable times, provided that five (5) days written notice thereof is given to each of the Trustees.

**2.6     Meetings of the Participants.**

(a) Meetings of the Participants may be called at any time by a majority of the Board and shall be called upon written request of the lesser of 25 or ten percent of the Authorized Representatives. Such request shall specify the purpose(s) for which such meeting is to be called. Any such meeting shall be held within the State of North Carolina at such place, on such day and at such time as the Board shall designate, provided that a meeting requested by the Authorized Representatives shall be held within 60 days of such request or on such other date contained in the request but not less than 30 days from the date of the request.

(b) A majority of the Authorized Representatives entitled to vote shall constitute a quorum. An Authorized Representative may vote in person or by proxy (to the extent permitted by law). Any Authorized Representative may attend by conference telephone or similar communication equipment if all persons participating are able to communicate with each other.

(c) All meetings of Participants shall comply with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Section 143-33C.

**2.7     Notice to Participants.**

(a) Any notice required to be given to the Participants including notice of all meetings of the Participants shall be given by delivering by mail or electronically the notice to the Authorized Representative of each Participant at the address shown in the records of the Trust.

(b) In the case of a meeting of the Participants any notice shall be delivered at least 20 days before the meeting. The notice shall state the time, place, and purposes of the meeting. Only business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice.

(c) The Board may authorize the Administrator to maintain a website with respect to the Trust. Notices required to be given to the Participants may be posted to such website; provided, however, the Administrator shall post all notices to the website to the extent such notices are required to be posted on the website by applicable law, including, without limitation, with N.C.G.S. Section 143-33C.

(d) All notices to Participant shall comply with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Section 143-33C.

**2.8     Proxies.**

(a) At any meeting of the Participants, any Authorized Representative entitled to vote may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Trust or with such other officer or agent of the Trust as the Secretary of the Trust may direct. Pursuant to a resolution of a majority of the Board, proxies may be solicited in the name



of one or more of the officers of the Trust. All proxies shall be revocable at the option of the Authorized Representative at any time prior to the vote.

(b) A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless another Participant challenges the validity of such proxy at or prior to the vote. The burden of proving invalidity of a proxy shall rest on the challenger. Those Participants not involved in the challenge shall determine any such challenge, and their decision shall be final.

**2.9 Record Date of Meetings and Votes.** For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or for the purpose of any other action, the Board may fix a date no more than 30 days prior to the date of any meeting or vote of the Participants or other action as a record date for delivering notice to the Participants. No Participant shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, unless it has a minimum of one Share allocated to it as of the record date. Any Participant becoming such prior to the meeting shall be entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote and to be treated as a Participant for all purposes.

**2.10 Number of Votes.** Only Participants of record shall be entitled to vote, and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it. The approval of at least a majority of those voting shall be sufficient to approve any action at a meeting of the Participants except as provided in Sections 7.8 and 14.1.

### **ARTICLE III THE BOARD OF TRUSTEES**

#### **3.1 General Powers.**

(a) Subject to the rights of the Participants as provided herein, the Board shall have the authority over the Trust Property and the affairs of the Trust in order to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.9 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for the administration of the Trust and the investment of the Trust Property. as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to the Trustees by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court. The Board shall invest the assets of the Trust with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

(b) As set forth in Section 1.3 herein, Participants are not required to appropriate funds or to levy taxes for investment in the Trust. Further, Trustees shall neither have the right nor the obligation to require or collect contributions from the Participants or to enforce or attempt to enforce any agreement that may attempt to require contributions to the Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust in accordance with the terms of this Indenture.



**3.2 Annual Report.** The Board shall cause to be prepared at least annually:

(a) A report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with United States generally accepted accounting principles;

(b) An opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with United States generally accepted auditing standards;

(c) Sufficient information to establish compliance with the investment policy established in this Indenture; and

(d) Such other information as may be required by N.C.G.S. or by rules and regulations promulgated thereunder.

The Board shall cause copies of the annual report, together with the most recent Information Statement, to be delivered to all Participants of record within five Business Days from the receipt thereof.

**3.3 Other Reports.** The Board may also furnish to the Participants additional reports of operations and such other information as the Board may determine or as may be required by North Carolina law or by rules and regulations promulgated thereunder.

**3.4 Legal Title.**

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners; provided, however, the Trustees may cause legal title to all or a portion of the Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

**3.5 Execution of Documents.** All documents or instruments that require a signature shall be signed by the Chair or by such other person as so designated by resolution of the Board. The Board may authorize the use of facsimile, electronic or other legal signatures.

**3.6 Delegation; Committees, Bylaws; Policies; Procedures.** The Board shall have full and complete power to delegate, from time to time, to one or more Trustees (who may be designated as constituting a committee of the Board) or to officers, employees, or agents of the Trust (including without limitation the Administrator, the Custodian, and/or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time to time, amend or repeal Bylaws, policies, or procedures for the conduct of the business of the



Trust. Such Bylaws, policies, or procedures may, among other things, define the duties of the respective officers, agents, employees, and representatives of the Trust.

**3.7 Fiscal Year; Accounts.** The Board shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Board, the fiscal year of the Trust shall commence on January 1 and terminate on December 31.

**3.8 Payment of Expenses.**

- (a) The Board shall have full and complete power:
  - (i) To incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;
  - (ii) To reimburse others for the payment thereof; and
  - (iii) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Board has contracted or transacted business.

The Trustees may delegate the foregoing to the Administrator.

(b) The Trustees shall not be paid compensation for their general services as such. Trustees may be reimbursed for expenses reasonably incurred on behalf of the Board and for attendance at Board meetings and other Trust related activities.

(c) In no event shall the expenses of administration of the Trust be payable from any source other than Trust Property.

**3.9 Payment of Taxes.** The Board shall have full and complete power:

- (a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;
- (b) To dispute, settle and compromise tax liabilities; and
- (c) To file such tax returns as may be required to be filed by the applicable taxing authority.

The Trustees may delegate the foregoing to the Administrator.

**3.10 Insurance.** At all times, the Board, through the Administrator, shall maintain insurance policies insuring the Trust, the Trustees, officers, employees, and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability. The Board shall have full power and authority to purchase and pay for such insurance entirely out of the Trust Property. Such insurance policies shall be in such amounts as the Board shall deem adequate to cover



all foreseeable tort and contract liability to the extent available at reasonable rates, and as set forth in Section 8.5, the Board may rely on the advice of experts in determining such amounts.

**3.11 Power to Contract, Appoint, Retain, and Employ.**

(a) The Board is responsible for the investments of the Trust consistent with the Investment Policy and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors, or independent contractors of the Trust. The Trustees are not required to conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain, or contract on behalf of the Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, to:

- (i) Serve as Investment Advisor to the Trust;
- (ii) Serve as Administrator of the Trust;
- (iii) Serve as Custodian for the Trust;
- (iv) Furnish reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;
- (v) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;
- (vi) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments and in the handling, prosecuting, or other enforcement of any lien or security securing investments; or
- (vii) Assist in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Administrator and as the Investment Advisor, but no person serving as the Administrator or the Investment Advisor may serve as the Custodian.

**3.12 Seal.** The Board shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Board, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument, or other paper executed and delivered by or on behalf of the Trust.

**3.13 Information Statements.** The Board shall have full and complete power to prepare, publish, and distribute to the Participants or potential Participants one or more Information Statements regarding the Trust and to amend or supplement the same from time to time. The Information Statement for a particular fund shall include but not be limited to the following information related to such fund:

- (a) Credit standards for Trust investments;
- (b) The safekeeping practices utilized for the Trust;



- (c) Maximum and minimum account sizes;
- (d) Maximum and minimum transaction sizes for deposits to and withdrawals from Participants' accounts;
- (e) Instructions for establishing accounts and making deposits to and withdrawals from Participants' accounts;
- (f) The procedures for determining the value of the Trust Property and the net asset value per Share; and
- (g) The method for disclosure of administrative and associated costs incurred by the Trust.

**3.14 Trustees; Signatory Public Agencies and Participants.** No Signatory Local Government Unit or Participant, nor any of their respective officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Authorized Representative as a Trustee.

**3.15 Further Powers.** The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such documents, instruments and certificates as they deem necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of the Trust although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Board in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Board.

#### **ARTICLE IV ADMINISTRATOR**

**4.1 Appointment.** The Board shall appoint one or more persons to serve as the Administrator of the Trust.

**4.2 Duties of the Administrator.** The duties of the Administrator shall be those set forth in an Administrative Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administrative Agreement. The Administrative Agreement may authorize the Administrator to employ other Persons to assist it in the performance of its duties.

**4.3 Termination.** Any Administrative Agreement shall provide that it may be terminated without cause and without the payment of any penalty on at least 90 days' written notice. Nothing in this Indenture or in the Administrative Agreement shall limit or impair the right of the Board to terminate the Administrative Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administrative Agreement or any of its fiduciary obligations to the Trust.

**4.4 Successors.** In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board shall appoint, employ, or contract with a successor.



## **ARTICLE V CUSTODIAN**

**5.1     Appointment.** The Board shall select and employ, with the advice of the Investment Advisor, a bank, savings and loan association or trust company in the State of North Carolina or otherwise in accordance with N.C.G.S. Section 159-31 as Custodian.

**5.2     Duties of the Custodian.** The duties of the Custodian shall be those set forth in a Custodian Agreement. Such duties may be modified by the Trustees, from time to time, by the amendment of the Custodian Agreement. The Custodian will have the authority as agent of the Board, subject to the restrictions and limitations set forth in this Indenture and the Custodian Agreement. The Custodian shall agree to act in accordance with the instructions of the Investment Advisor.

**5.3     Termination.** The Custodian Agent may resign on not less than 90 days' written notice to the Board and may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than 90 days' written notice to the Custodian.

**5.4     Successors.** In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint, employ or contract with a successor.

## **ARTICLE VI INVESTMENT ADVISOR**

**6.1     Appointment.** The Board may appoint one or more persons to serve as the Investment Advisor of the Trust.

**6.2     Duties of the Investment Advisor.** The duties of the Investment Advisor shall be those set forth in an Investment Advisor Agreement to be entered into between the Board on behalf of the Trust and the Investment Advisor. Such duties may be modified by the Board from time to time. The Board may authorize the Investment Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Board. The Investment Advisor Agreement may authorize the Investment Advisor to employ other persons to assist in the performance of the duties set forth in the Investment Advisor Agreement. The Investment Advisor shall at no time have custody of, or physical control over, any of the investment property.

**6.3     Termination.** The Investment Advisor may resign on not less than 90 days' written notice to the Board and may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than 90 days' written notice to the Investment Advisor.

**6.4     Funds.** The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of idle funds of the Participants. The Prime Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in this Indenture and the Investment Policy (collectively, the "Investment Policy of Prime Fund"). Notwithstanding anything in this Indenture to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics (the "Additional Funds" and, together with the Prime Fund, the "Funds"). The Investment Advisor may cause the Custodian to establish such Additional Funds once the Board or its designee has approved in writing the investment characteristics of such Additional Funds. If established, any such Additional Fund



shall consist only of Permitted Investments, and the investment characteristics of each such Additional Fund shall be set forth in a separate Information Statement. The establishment of such Additional Funds shall not be deemed an amendment of this Indenture. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may choose to provide for a separate rating on each such Fund. All provisions of this Indenture and the Investment Advisor Agreement shall apply to any such Funds.

**6.5 Individualized Subaccounts.** Notwithstanding anything in this Indenture to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Indenture. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees. A Participant in its sole discretion may request that the Investment Advisor create such proposed individualized subaccounts within any Fund on behalf of such Participant. Any subaccount that is created pursuant to this Section 6.5 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such subaccount are amended by the specific Participant having such subaccount. To amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such subaccount. Such investment policy may not be broader than the Investment Policy of the Prime Fund, or if a subaccount is created for an Additional Fund, such investment policy may not be broader than the investment policy of such Additional Fund and in no case shall it be broader than the Investment Policy and Permitted Investments. The establishment of such subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of this Indenture. The Investment Advisor shall calculate the return realized by such subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

**6.6 Successors.** In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board shall appoint, employ, or contract with a successor.

## **ARTICLE VII INVESTMENTS**

**7.1 Statement of Investment Objective.** The Trust is a local government investment pool trust and is established to provide safety, liquidity, service, and income to Local Government Units by investing in Permitted Investments in accordance with this Indenture, the Act and any other applicable provisions of law, as the same may be amended from time to time. The Board shall adopt an investment policy to achieve this objective (the "Investment Policy").

**7.2 Restrictions Fundamental to the Trust.** Notwithstanding anything in this Indenture that may be deemed to authorize the contrary, the Board:

(a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and are consistent with the Investment Policy, and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same may be amended from time to time, provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's investment policy or elsewhere;

(b) May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments except as a temporary measure to facilitate



withdrawal requests that might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law;

(c) May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

(d) May not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any Trustee or any affiliate, officer, director, employee, or agent of any of them.

**7.3 Permitted Investments.** The Board shall have full and complete power:

(a) to conduct, operate, and provide investment programs for the pooling of surplus funds of Local Government Units to take advantage of short-term investments and maximize net interest earnings;

(b) for such consideration as it may deem proper and as may be required by law, to deposit, to subscribe for, invest in, assign, transfer, exchange, distribute, and otherwise deal in or dispose of investment instruments that are Permitted Investments; and

(c) to contract for and enter into agreements with respect to the purchase and sale of Permitted Investments.

**7.4 Disposition of Assets.** The Board, through the Investment Advisor, shall have full and complete power to sell, exchange, or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements, and reservations as they shall deem proper and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

**7.5 Collection.** The Board shall have full and complete power:

(a) to collect, sue for, receive, and receipt for all sums of money or other property due to the Trust;

(b) to consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations;

(c) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Trust Property;

(d) to foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts by virtue of which any sums of money are owed to the Trust;

(e) to exercise any power of sale held by the Board and to convey good title thereunder free of any and all trusts and in connection with any such foreclosure or sale to purchase or otherwise acquire title to any property;

(f) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee, or other person, any securities, investments or obligations of any person who form a part of the Trust Property for the purpose of such reorganization or otherwise;



(g) to participate in any arrangement for enforcing or protecting the interests of the Trust as the owner or holder of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) to extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into release, agreements, and other instruments;

(i) to pay or satisfy any debts or claims upon any evidence that the Board shall deem sufficient; and

(j) to pursue any remedies permitted by law that in the judgment of the Board is in the interest of the Trust.

**7.6 Deposits.** Subject to the provisions of N.C.G.S. Sections 159-31 and 159-32, in such manner as may now and hereafter be permitted by this Indenture and applicable law, the Board shall have full and complete power to deposit any moneys or funds included in the Trust Property with an eligible public depository. Such deposits are to be subject to withdrawal in such manner as the Board may determine, and the Board shall have no responsibility for any loss that may occur by reason of the failure of the bank, trust company, or other banking institution with which the moneys, investments, or securities have been deposited. During the term of any such deposit, each such bank, trust company, or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Sections 159-31 and 159-32.

**7.7 Valuation.** The Board shall have full and complete power to conclusively determine, in good faith, the value of any of the Trust Property and to revalue the Trust Property as the Board deems appropriate and consistent with the provisions of this Indenture. The procedures for valuing the Trust Property shall be set forth in the Information Statement.

**7.8 Amendment of Restrictions.** The restrictions set forth in Sections 7.2 and 7.3 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative vote of a majority of the Participants except that such restrictions may be changed by the Board so as to make Sections 7.2 and 7.3 hereof more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of North Carolina and the United States of America as they may from time to time be amended.

## **ARTICLE VIII LIMITATIONS OF LIABILITY**

**8.1 Liability to the Trust or to the Participants.** No Trustee, officer, or employee of the Trust shall be liable to the Trust or to any Participant, member of the Board, officer, employee, advisor, consultant, or agent of the Trust for any action or failure to act (including without limitation the failure to compel in any way any former or acting member of the Board to redress any breach of trust) except for bad faith, willful misfeasance, gross negligence, or reckless disregard of his or her duties. Any agreements with the Administrator, the Custodian, or the Investment Advisor shall provide for the liability of the Administrator, the Custodian, and the Investment Advisor, as the case may be, for a failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. The provisions of this Section shall not limit the liability of any agent (including, without limitation, the Administrator, the Custodian, or the Investment Advisor) with respect to any breach of any contract between the agent and the Board.



## **8.2     Indemnification.**

(a)     The Trust shall indemnify, to the extent of the earnings of the Trust and the proceeds of any insurance policies, each of the Trustees and such officers or employees as designated by the Board to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which the indemnified person may be involved or with which the indemnified person may be threatened, while in office or thereafter, by reason of being or having been a Trustee, officer, or employee except as to any matter as to which the indemnified person shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his or her duties or gross negligence or, in the case of the Investment Advisor or the Administrator, in violation of the restrictions on investments of the Trust Property.

(b)     The provisions of this Section shall not be construed to permit the indemnification of any agent of the Trust with respect to any breach of a contract between the agent and the Board.

(c)     As to any matter disposed of by a compromise payment by the Board or any Trustee, officer, employee, advisor, consultant, or agent pursuant to a consent decree or otherwise, no indemnification either for such payment or for any other expense shall be provided unless the Board, after consultation with counsel and other experts deemed necessary, has determined that such compromise payment is or was in the best interests of the Trust.

(d)     No Participant shall be liable to any person with respect to any claim for indemnity or reimbursement and any Trustee, officer, employee, advisor, consultant, or agent may satisfy any right to indemnity or reimbursement granted herein or to which they may be otherwise entitled only out of the earnings on the Trust. The Board may make advance payments in connection with indemnification provided that the person indemnified shall have given a written undertaking to reimburse the Trust in the event that it is subsequently determined that the person is not entitled to such indemnification.

(e)     To the extent permitted by applicable laws, the Board shall also have full and complete power to indemnify or enter into agreements with respect to indemnification with any other person with whom the Trust has dealings.

**8.3     Surety Bonds.** No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his or her duties.

**8.4     Recitals.** Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by the Trustee, officer, employee, or agent of the Trust only in his or her capacity as Trustee, officer, employee, or agent of the Trust. Any written instrument creating an obligation of the Trust is not personally binding upon nor shall resort be had to the property of any Trustee, Participant, Authorized Representative, officer, employee, or agent of the Trust and only the Trust Property or a specific portion thereof shall be bound.

**8.5     Reliance on Experts.** Each Trustee and each officer, employee, or agent of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or failure to act resulting from reliance in good faith upon the records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Administrator, the Custodian, the Investment Advisor, accountants, appraisers, or other experts or consultants selected by the Board or officers of the Trust.



## **ARTICLE IX INTERESTS OF PARTICIPANTS**

**9.1     General.** The beneficial interests of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares. Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description is vested in the Trust on behalf of and for the beneficial interests of the Participants. The Participants shall have no interest in the Trust Property other than the beneficial interests conferred hereby and measured by their Shares, and the Participants shall have no right to call for any partition or division of any property, profits, rights, or interests of the Trust nor can the Participants be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them.

### **9.2     Allocation of Shares.**

(a)     In their discretion, the Board may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Trust Property) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Share as set forth in this Indenture with respect to the Prime Fund), and on such terms as the Board may deem best. In connection with any allocation of Shares, the Board may allocate fractional Shares. From time to time, the Board may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Trust. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share with respect to the Prime Fund as set forth in Section 12.2. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

(b)     Shares may be allocated only to a Participant of the Trust in accordance with this Indenture. Any Participant may establish more than one subaccount within the Trust for such Participant's convenience.

(c)     There is no minimum amount of funds that may be maintained in an account in the Trust by a Participant at any one time, and there shall be no limit on the maximum that may be maintained by a Participant in any account; provided that the Board may, by resolution, change the minimum or set a maximum.

(d)     If the Board changes the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

**9.3     Evidence of Share Allocation.** Evidence of Share allocation shall be reflected in the records of the Trust, and the Trust shall not be required to issue certificates as evidence of Share allocation.

**9.4     Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds.** The Shares of the Trust with respect to Constant Net Asset Value Funds shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares in order to maintain the constant net asset value per Share.



**9.5 Redemptions.** Payments by the Trust to Participants, and the reduction of Shares resulting therefrom, are referred to in this Indenture as redemptions for convenience. Any and all allocated Shares may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Indenture. The Trust shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board in the current Information Statement applicable to such Fund; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust.

**9.6 Suspension of Redemption; Postponement of Payment.**

(a) Each Participant, by its execution of this Indenture, agrees that the Board may, without the necessity of a formal meeting of the Board, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

(i) During which there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the State of North Carolina or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closing); or

(ii) During which any financial emergency when or if disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its assets.

(b) Such suspension or postponement shall not in and of itself alter or affect a Participant's beneficial interests hereunder.

(c) Such suspension of payment shall take effect at such time as the Board shall specify, and thereafter there shall be no right of redemption or payment until the Board shall declare the suspension or postponement at an end.

(d) The suspension or postponement shall terminate on the first day on which the period specified in (a) above shall have expired (as to which the determination of the Board shall be conclusive).

(e) In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either:

(i) Withdraw its request for redemption; or

(ii) Receive payment based on the net asset value existing after the termination of the suspension.

**9.7 Minimum Redemption.** There shall be a minimum of one Share that may be redeemed at any one time at the option of a Participant.

**9.8 Defective Redemption Requests.** In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and the Participant will be required to resubmit a request for redemption.



## **ARTICLE X RECORD OF SHARES**

**10.1 Share Records.** The Trust shall maintain records that shall contain:

- (a) The names and addresses of the Participants;
  - (b) The number of Shares representing their respective beneficial interests hereunder;
- and
- (c) A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participants to which Shares are allocated. Only Participants whose allocation of Shares is recorded in the Trust records shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the Shares. No Participant shall be entitled to receive any distribution nor to have notices given to it until it has given its appropriate address to the Trust.

**10.2 Maintenance of Records.** The Administrator, or such other person appointed by the Board, shall record the allocations of Shares in the records of the Trust.

**10.3 Owner of Record.** No Person becoming entitled to any Shares in consequence of the bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated unless such Person is otherwise qualified to become a Participant. If not qualified, such Person shall present proof of entitlement to the Board and if the Board, in its sole discretion, deems appropriate then be entitled to the redemption value of the Shares.

**10.4 No Transfer of Shares.** The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, Shares may be redeemed from one Participant's account and the proceeds deposited directly into another Participant's account upon instructions from an Authorized Representative of the respective Participant.

**10.5 Limitation of Responsibility.** The Board shall not, nor shall the Participants or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge, or equity to which any of the Shares or any interest therein are subject or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of moneys by the Participant in whose name any Share is recorded or by the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all responsibility to see the proper application thereof.

**10.6 Notices.** Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if electronically or mailed, postage prepaid, addressed to Participants of record at the electronic or physical mailing addresses recorded in the records of the Trust.



## **ARTICLE XI TRUSTEES AND OFFICERS**

**11.1 Number and Qualification.** The Trustees shall be appointed as set forth in the Bylaws. The Board may, at any time and from time to time, increase the number of Trustees and set the initial terms for each additional Trustee; provided however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). In the event the Board approves such an increase, the Board shall appoint qualified Authorized Representatives to a term not to exceed three years. By resolution, the Board may decrease the number of Trustees (but to never less than three) by not filling expiring terms.

**11.2 Term.** The term of office for a Trustee shall be three years (or less for certain initial Trustees or Trustees appointed upon expansion of the Board) or until a successor has been appointed and qualified, and such term shall begin at the meeting following the appointment. The terms shall be fixed so that approximately one-third of the terms expire annually. Trustees may succeed themselves in office.

**11.3 Resignation and Removal.** Any Trustee may resign or be removed as set forth in the Bylaws.

**11.4 Officers.** The Board shall annually elect officers as set forth in the Bylaws.

**11.5 Meetings.**

(a) All meetings of the Board shall at all times be in compliance with the laws of North Carolina, including, but not limited to, Article 33C of Chapter 143 (Open Meetings) North Carolina General Statutes ("N.C.G.S."), as amended.

(b) Meetings of the Board shall be called and held as set forth in the Bylaws.

## **ARTICLE XII DETERMINATION OF NET ASSET VALUE AND NET INCOME**

**12.1 Net Asset Value.** The net asset value of each allocated Share of the Trust shall be determined once on each Business Day at such time as the Board by resolution may determine. The method of determining net asset value shall be established by the Board and will be set forth in the Information Statement for such Fund.

**12.2 Constant Net Asset Value; Reduction of Allocated Shares.**

(a) As it pertains to the Prime Fund and any other Constant Net Asset Value Fund, the Board shall determine the net income (loss) of the Trust once on each Business Day and such net income (loss) shall be credited proportionately to the accounts of the Participants in such manner that the net asset value per Share of the Trust shall remain at \$1.00. Any change in the constant dollar value shall be made on a pro rata basis by increasing or reducing the number of each Participant's Shares. The method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Board and may be set forth in the Information Statement. The duty to make the daily calculations may be delegated by the Board to the Administrator, the Custodian, the Investment Advisor, or such other person as the Board by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. Each Participant will be deemed to have agreed to such reduction by its investment in the Trust and its adoption of this Indenture. The purpose of the foregoing procedure is to permit the net asset value per Share of the Trust to be maintained at \$1.00.



(b) The Board may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by notice to the Participants and in the Information Statement applicable to such Fund.

(c) Nothing in this Section prohibits the Board from establishing one or more Additional Funds pursuant to Section 6.4. Such Additional Funds may not be managed to maintain a constant net asset value as described in this Section provided that Participants that invest in such Additional Fund are provided notice thereof prior to such investment.

**12.3 Retained Reserves.** The Board may retain from earnings of the Trust in such amounts as deemed necessary to pay the expenses of the Trust and to meet other obligations of the Trust. In addition, the Board shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

### **ARTICLE XIII RECORDING OF INDENTURE**

**13.1 Recording.** This Indenture and any amendments hereto may be filed, registered, recorded, or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Board may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments therefore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto. Each amendment so filed, recorded, or lodged shall be accompanied by a resolution of the Board reflecting the amendment and its effective date.

### **ARTICLE XIV AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST**

#### **14.1 Amendment to Indenture or Permitted Investments List; Termination.**

(a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Article II hereof; provided, however, any amendment of Sections 7.2 and 7.3 shall also be subject to Section 7.8. The Board may, from time to time by a two-thirds vote of the Trustees and after 30 days prior written notice to the Participants, amend or alter the provisions of the Indenture without the vote or assent of the Participants, that the Board, in good faith deems necessary or convenient for the administration and operation of the Trust or to the extent deemed by the Board in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section that would:

(i) Change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust or that would diminish or eliminate any voting rights of the Participants except with the vote or written consent of two-thirds of the Participants entitled to vote thereon;

(ii) Cause any of the investment restrictions contained herein to be less restrictive without the vote or written consent of a majority of the Participants entitled to vote thereon;



(iii) Change the limitations on personal liability of the Participants and Trustees; or

(iv) Change the prohibition of assessments upon Participants.

(b) A certification signed by a majority of the Board setting forth an amendment and reciting that it was duly adopted by the Participants or by the Board or a copy of the Indenture, as amended, executed by a majority of the Board shall be conclusive evidence of such amendment.

(c) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the vote or written consent of Participants holding at least a majority of the Shares. Upon the termination of the Trust:

(i) The Trust shall carry on no business except for the purpose of terminating the Trust;

(ii) The Board shall proceed to terminate the Trust, and all of the powers of the Board and the Trustees under this Indenture shall continue until the affairs of the Trust have been terminated including without limitation the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Trust Property to one or more Persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay its liabilities and do all other acts appropriate to liquidate its assets; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Board; and

(iii) After paying or adequately providing for the payment of all liabilities and upon receipt of such releases, indemnities, and refunding agreements as they deem necessary for their protection, the Board may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(d) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Board shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Board shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title, and interest of all Participants shall cease and be canceled and discharged.

**14.2 Distribution upon Termination.** Upon the termination of the Trust, the Trustees shall, after paying or making provision for the payment of all of the liabilities of the Trust, dispose of all of the assets of the Trust exclusively for the purposes of the Trust, in such manner, or to such organization(s) organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent federal tax laws, as the Trustees shall determine. Any such assets not so disposed of shall be disposed of by the court of general jurisdiction in the county in which the principal office of the Trust is then located, exclusively for such purposes or to such organization or organizations as such court shall determine.

**14.3 Duration.** The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Indenture.



**ARTICLE XV  
MISCELLANEOUS**

**15.1 Governing Law; Venue.**

(a) This Indenture shall be governed by and interpreted in accordance with the laws of the State of North Carolina. All references to particular statutes shall mean as amended or replaced from time to time.

(b) Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the State of North Carolina.

**15.2 Electronic Signatures.** The parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any electronically signed document (including this Indenture) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**15.3 Section Headings.** Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

**15.4 Counterparts.** This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

**15.5 Reliance by Third Parties.** Any certificate executed by an individual who, according to the then current records of the Trust, appears to be a Trustee hereunder or the Chair, Vice-Chair, Secretary or Treasurer of the Trust certifying to:

- (a) The number or identity of the Trustees or Participants;
- (b) The due authorization of the execution of any instrument or writing;
- (c) The form or results of any vote passed at a meeting of the Board or by the Participants;
- (d) The fact that the number of the Trustees or Participants present at any meeting or executing any written instruments satisfies the requirements of this Indenture;



- (e) The form of any bylaws, policies, or procedures adopted by the Board;
- (f) The identity of any officers elected by the Board; or
- (g) The existence of any fact or facts that in any manner relate to the affairs of the Trust,

shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Board or the Trust and their successors.

**15.6 Provisions in Conflict with Law.** The provisions of this Indenture are severable and if the Board shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or North Carolina laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture; provided, however, that such a determination by the Board shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination.

**15.7 Adoption by Local Government Units; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.**

(a) Any Local Government Unit meeting the requirements hereof may become a Participant of the Trust by:

(i) taking all required official action to adopt a resolution authorizing the execution of the Interlocal Agreement and this Indenture and providing a certified copy of such to the Board; and

(ii) executing an amendment or joinder agreement to the Interlocal Agreement and providing a certified copy of such to the Board.

(b) Such Local Government Unit shall execute and deliver an original executed counterpart of an amendment or joinder agreement to this Indenture.

(c) By joining in this Indenture, each Participant represents and agrees that to the extent it maintains a written investment policy, such investment policy shall permit the investment of such Participant's funds consistent with the provisions of this Indenture and the Permitted Investments list, as each of the same is amended from time to time.

(d) Any Participant may resign and withdraw from the Trust by sending written notice of such withdrawal to the Administrator and requesting the redemption of all Shares then held by it. Such resignation and withdrawal shall become effective upon withdrawal of the funds. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.



IN WITNESS WHEREOF, the undersigned Local Government Units of the State of North Carolina acting in the capacity of Signatory Local Government Units of the Trust have executed this Indenture as of \_\_\_\_\_, 20[23].

This Indenture of Trust was executed on behalf of the Signatory Local Government Units by the persons indicated below:

**Name of Signatory Local Government Unit**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Name of Signatory Local Government Unit**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Name of Signatory Local Government Unit**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount for the Trent Road – Red Robin Lane Damage Repairs Project within Ward 2.

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/23   | <b>Ward # if applicable:</b> 2  |
| <b>Department:</b> Public Works   | <b>Person Submitting Item:</b><br>George Chiles, Director of Public Works |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>  |

|                                 |  |
|---------------------------------|--|
| <b>Explanation of Item:</b>     | Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount for the Trent Road - Red Robin Lane Damage Repairs Project within Ward 2. |
| <b>Actions Needed by Board:</b> | Adopt Resolution.  |
| <b>Backup Attached:</b>         | Resolution, Construction Plans, Bid Tabulation, and supporting Bid Documents   |

|   |
|---|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                  |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>N/A |

|   |
|---|
| <b>Cost of Agenda Item:</b> \$227,025.52  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**





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

January 13, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Recommendation to Award Contract for the Trent Road – Red Robin Lane Damage Repairs Project

**Background Information**

The Public Works Department identified a section of the Wilson Creek outfall drainage requiring repairs to existing eroded banks. This section of ditch is located at the intersection of Trent Road and Red Robin Lane. In addition to degraded ditch, a 60" driveway culvert upstream of Trent Road was identified as being set at a reverse grade. Replacement of this culvert and head walls is included in the project and will provide for improved drainage upstream to MLK Blvd. and the Southgate Community. This project was included in the Ward 2 ARP funding allocation.

Bids for the Trent Road - Red Robin Lane Damage Repairs Project were opened at 1:00 PM on August 29, 2022. After reviewing the submitted bids, the low bidder for the project is JYMCO Construction Company, Inc., of Smithfield, N.C., with a total base bid of \$227,025.52.

**Recommendation**

The Public Works Department is recommending that the Trent Road - Red Robin Lane Damage Repairs Project be awarded to JYMCO Construction Company, Inc., in the amount of \$227,025.52.

Attached please find a copy of the Bid Tab from the consulting engineer and draft resolutions for awarding contract. Please contact me if there are any questions or if additional information should be required.



## RESOLUTION

WHEREAS, the following bids were received and opened on August 29, 2022, for the Trent Road - Red Robin Damage Repairs Project:

| <u>VENDOR</u>                                 | <u>TOTAL BID AMOUNT</u> |
|---|-------------------------|
| JYMCO Construction Co. Inc.<br>Smithfield, NC | \$227,025.52            |
| Trader Construction Co.<br>New Bern, NC       | \$380,825.00            |

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

THAT the City Manager is hereby authorized to execute on behalf of the City of New Bern a contract with JYMCO Construction Co. Inc. in the amount of \$227,025.52, and any change orders within the budgeted amount, for the Trent Road - Red Robin Damage Repairs Project.

ADOPTED THIS 24<sup>TH</sup> DAY OF JANUARY 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



# CERTIFIED BID TABULATION



## Draper Aden Associates

Engineering • Surveying • Environmental Services

**PROJECT:-** Trent Road – Red Robin Lane Damage Repairs  
**PROJECT #:** 496757.0000.0000  
**BID DATE:** August 29, 2022  
**BID TIME:** 1:00 PM  
**LOCATION:** City of New Bern Public Works Department / Microsoft Teams

|                                  | Jymco Construction Company | Trader Construction Company |  |
|----------------------------------|----------------------------|-----------------------------|--|
| Bid Bond                         | ✓                          | ✓                           |  |
| Contractor's License Information | 76371                      | 2943                        |  |
| Bidder Qualification Statement   | ✓                          | ✓                           |  |
| Anti-Collusion Affidavit         | ✓                          | ✓                           |  |
| MBE / HUB Documentation          | ✓                          | ✓                           |  |
| Bid Signed                       | ✓                          | ✓                           |  |
| Receipt of Addenda               | ✓                          | ✓                           |  |
| Base Bid Total                   | \$227,025.52               | \$380,825.00                |  |
| Add Alternate Total              | \$46,688.00                | \$123,200.00                |  |

This is to certify that the bids tabulated herein were publicly opened and read aloud at 1:00 PM on the Twenty-Ninth day of August, 2022, at the City of New Bern Public Works Department in New Bern, North Carolina.







**Draper Aden Associates**  
*Engineering • Surveying • Environmental Services*

**ADDENDUM No. 2**  
**City of New Bern**  
**Trent Road – Red Robin Lane Damage Repairs**

Bidders on this Project are hereby notified that this Addendum shall be attached to and made part of the Contract Documents dated July 13, 2022.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified date, shall be based on the additions and revisions listed herein.

Acknowledge receipt of the Addendum by checking its number on the appropriate page of the bid form. Failure to do so may subject the bidder to disqualification.

**Changes to Documents/Clarifications:**

Bids for the construction of the Project were received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, on August 18, 2022 at 1:00 PM local time. At that time, only two bids were received in response to the solicitation. The bids were returned un-opened and the project is being readvertised. Bids for the above project will be received until August 29, 2022 at 1:00 PM local time. At that time, the Bids received will be publicly opened and read.

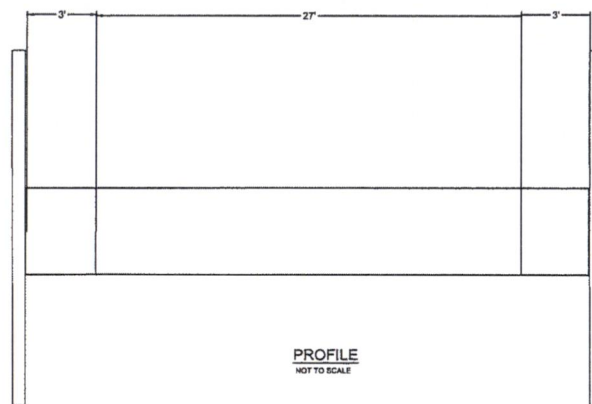
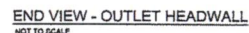
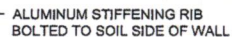
**END OF ADDENDUM #2**



**Attachments:**

Readvertisement for Bids – 8/18/2022






PROFILE  
NOT TO SCALE

NOTES

1. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF PROPOSED ALUMINUM CULVERT AND HEADWALLS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA.
2. CONTRACTOR SHALL INSTALL CULVERT AND HEADWALLS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
3. PIPE SHALL BE BACKFILLED WITH APPROVED ENGINEERED FILL IN ACCORDANCE WITH SECTION 705.04.
4. CARE SHALL BE TAKEN TO PROPERLY SUPPORT THE HAUNCHES OF THE PIPE DURING INSTALLATION.



**Draper Aden Associates**  
Engineering • Surveying • Environmental Services



### CULVERT DETAILS

TRENT ROAD - RED ROBIN LANE DAMAGE REPAIRS  
NEW BERN, NORTH CAROLINA

## REVISIONS

DE SIGNO D. 1771

LAB

DRAWN BY: LAD

CHECKED BY

|        |     |
|--------|-----|
| SCALE: | CTC |
|--------|-----|

NOT TO BE

DATE: JULY 19.

PROJECT NUMBER:

496757.00

C6

C6.2



# TRENT ROAD - RED ROBIN LANE DAMAGE REPAIRS

JULY 2022

RELEASED FOR BIDDING-NOT CONSTRUCTION

NAME OF PROJECT: TRENT ROAD - RED ROBIN LANE DAMAGE REPAIRS  
ENGINEER: C. TYRUS CLAYTON JR. P.E.  
TCLAYTON@TRC-COMPANIES.COM  
DRAPER ADEN ASSOCIATES, LLC - A TRC COMPANY  
114 EDINBURGH SOUTH DRIVE  
CARY, NC 27511  
RD: 8-115-G, 8-115-F  
DEED REFERENCE: DB 1067 PG 0466, DB 3601 PG 0664  
FLOODPLAIN: ZONE X, FIRM 3720547000K, EFF.06/19/2020  
WATERSHED CLASSIFICATION: NEUSE RIVER DRAINAGE BASIN  
SITE AREA: 0.19 ACRES



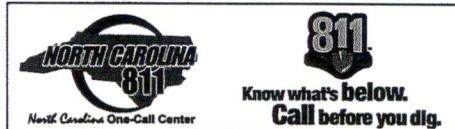
VICINITY MAP - NOT TO SCALE

| Sheet List Table |                            |
|------------------|----------------------------|
| Sheet Number     | Sheet Title                |
| C1.0             | COVER                      |
| C2.0             | NOTES                      |
| C3.0             | EXISTING CONDITIONS        |
| C4.0             | DEMO & ESC PLAN            |
| C5.0             | SITE LAYOUT & GRADING PLAN |
| C6.0             | ESC DETAILS                |
| C6.1             | SITE DETAILS               |

## DRAPER ADEN ASSOCIATES REVIEW

THESE PLANS HAVE BEEN SUBJECTED TO TECHNICAL AND QUALITY REVIEWS BY:

|                                  |           |            |
|----------------------------------|-----------|------------|
| NAME: LAURA AYERS, P.E.          |           | 07/12/2022 |
| PROJECT DESIGNER                 | SIGNATURE | DATE       |
| NAME: LUKE BAKER, P.G.           |           | 07/12/2022 |
| PROJECT MANAGER                  | SIGNATURE | DATE       |
| NAME: C. TYRUS CLAYTON JR., P.E. |           | 07/12/2022 |
| QUALITY REVIEWER                 | SIGNATURE | DATE       |



**Draper Aden Associates**  
Engineering • Surveying • Environmental Services



114 Edinburgh South Drive, Suite 200  
Cary, NC 27511  
919.487.1111  
www.adenassoc.com  
P.O. Box 10000 Cary, NC 27511

• Richmond, VA  
• Raleigh, NC  
• Charlotte, NC  
• Virginia Beach, VA

COVER

TRENT ROAD - RED ROBIN LANE DAMAGE REPAIRS  
NEW BERN, NORTH CAROLINA

## REVISIONS

|                 |                  |
|-----------------|------------------|
| DESIGNED BY:    | LAB              |
| DRAWN BY:       | LAB              |
| CHECKED BY:     | CTC              |
| SCALE:          | NOT TO SCALE     |
| DATE:           | JULY 13, 2022    |
| PROJECT NUMBER: | 496757.0000.0000 |

C1.0



EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES AS REQUIRED DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT EDITION OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL. ALL DEVICES REFERRED TO IN THESE PLANS CAN BE FOUND IN THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL.
2. ALL DISTURBED AREAS SHALL BE PERMANENTLY SEEDING AND MULCHED PER THE NCDSS SCHEDULE AFTER REACHING FINAL GRADE. AREAS WHICH HAVE BEEN DISTURBED AND HAVE NOT REACHED FINAL GRADE, BUT WHICH ARE TO REMAIN UNDISTURBED FOR LONGER THAN 14 DAYS ARE TO BE TEMPORARILY SEEDING AND MULCHED PER THE NCDSS SCHEDULE. AS UPSTREAM AREAS ARE STABILIZED WITH PERMANENT GROUND COVER, DOWNSTREAM TEMPORARY DEVICES ARE TO BE REMOVED. CONTRACTOR SHALL FOLLOW THE STABILIZATION TIME TABLE INCLUDED IN THIS SET OF DRAWINGS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERIODICALLY INSPECT ALL SEDIMENT AND EROSION CONTROL DEVICES AND ENSURE THAT THEY ARE IN GOOD WORKING ORDER. AT A MINIMUM, ALL DEVICES SHALL BE INSPECTED DAILY AND AFTER MAJOR RAINFALL EVENTS. ANY DEVICE NEEDING REPAIRS SHALL BE REPAIRED WITHIN 24 HOURS.
4. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL DEVICES IF DURING THE COURSE OF CONSTRUCTION THE ENGINEER OR NCDSS INSPECTOR DETERMINES THAT THEY ARE REQUIRED.
5. SILT SHALL BE REMOVED FROM SILT FENCES WHEN THE SILT REACHES APPROXIMATELY ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER.
6. THE CONTRACTOR SHALL PERIODICALLY TOP DRESS THE CONSTRUCTION ENTRANCE WITH CLEAN STONE. IF THE CONSTRUCTION ENTRANCE FAILS TO REMOVE DIRT FROM THE TIRES OF VEHICLES ENTERING A PUBLIC RIGHT-OF-WAY A WASH RACK SHALL BE INSTALLED AND THE TIRES WASHED. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ANY REQUIRED WATER FOR THE WASHING OF TIRES. DIRT TRACKED ONTO THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
7. ALL EROSION AND SILTATION MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING.
8. ALL STORM AND UTILITY LINES NOT IN STREETS ARE TO BE MULCHED AND SEEDING PER THE NCDSS SCHEDULE AFTER BACKFILL. NO MORE THAN FIVE HUNDRED FEET OF TRENCH IS TO BE OPEN AT ONE TIME.
9. ALL TEMPORARY EARTH BERM, DIVERSIONS, AND SILT DAMS ARE TO BE MULCHED AND SEEDING FOR VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRAW OR MULCH IS REQUIRED. ADDITIONALLY ALL DIVERSION SWALES WILL BE PROTECTED AGAINST HIGH VELOCITY WITH EROSION CONTROL MEASURES AS DENOTED ON THESE PLANS. THE SAME APPLIES TO STOCKPILES ON SITE AS WELL AS SOIL (INTENTIONALLY) TRANSPORTED FROM THE PROJECT SITE.
10. ANY DISTURBED AREA NOT PAVED, SODDED, OR BUILT UPON, IS TO BE SEEDING PER THE TEMPORARY AND PERMANENT SEEDING SCHEDULE INCLUDED IN THESE DRAWINGS. MOOPLY AS APPLICABLE DEPENDING ON PROPOSED TIME OF CONSTRUCTION.
11. CONTRACTOR STAGING AREA(S) SHALL BE RETURNED TO BETTER THAN ORIGINAL CONDITIONS AT THE COMPLETION OF THE WORK.
12. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
13. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT. THE CONTRACTOR SHALL SCHEDULE THE MEETING WITH THE NCDSS INSPECTOR ASSIGNED TO THE PROJECT.
14. ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL, PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF NCDSS EROSION AND SEDIMENT CONTROL MANUAL AND THE NORTH CAROLINA SEDIMENTATION POLLUTION CONTROL ACT OF 1972.
15. AS A CONDITION OF NPDES PERMIT NO. NCG 01000, PERMANENT GROUND COVER SHOULD BE PROVIDED FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING THE COMPLETION OF CONSTRUCTION OR DEVELOPMENT.

EROSION CONTROL NARRATIVE

**PROJECT DESCRIPTION:**  
THE PROJECT CONSISTS OF REPAIRS BASED ON THE CITY OF NEW BERN FIRM CATEGORY D DAMAGE ASSESSMENT REPORTS FOR FEATURES 0007, 0008, AND 0005. THESE REPAIRS INCLUDE BACKFILLING AND STABILIZING THE EROSIONAL AREA ABOVE THE ALUMINUM HEADWALL AND WINGWALL, JOINT REPAIR INSIDE THE 60" X 72" ALUMINUM BOX CULVERT, BANK STABILIZATION ALONG 230 LF OF BOTH CHANNEL, SIDE SLOPES AND BANK STABILIZATION FOR A LOCALIZED AREA OF THE RIGHT CHANNEL BANK JUST NORTH OF THE DRIVEWAY TO 3308 TRENT ROAD.

**EXISTING CONDITIONS:**  
THE EXISTING SITE IS A STREAM THAT RUNS NORTHSOUTH THROUGH AN ALUMINUM BOX CULVERT UNDERNEATH THE DRIVEWAY OF 3308 TRENT ROAD AND UNDERNEATH TRENT ROAD.

**DEVELOPMENT IMPACTS:**  
THE DEVELOPMENT IMPACTS TO THE TOPOGRAPHY, SOILS, HYDROLOGY, AND GEOLOGY WILL BE MINOR.

**SOILS:**  
THE SITE IS RAINY FINE SANDY LOAM, 0 TO 2 PERCENT SLOPES, ATLANTIC COAST FLATWOODS. HYDROLOGIC SOIL GROUP: B/C.

**CRITICAL EROSION AREAS:**  
1. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ADJACENT ROADWAYS.  
2. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM EXITING THE PROJECT SITE AREA.  
3. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM ENTERING ANY WATER WAY OR DRAINAGE WAYS.

**STOCKPILING:**  
TOPSOIL STOCKPILING IS ANTICIPATED ON-SITE.

**STRUCTURAL PRACTICES:**  
SILT FENCE  
SILT FENCE OUTLETS  
CULVERT INLET PROTECTION

**VEGETATIVE PRACTICES:**  
TOPSOILING  
TEMPORARY SEEDING  
PERMANENT SEEDING  
MULCHING  
SODDING

**MANAGEMENT STRATEGIES:**  
1. THE SILT FENCE BARRIER WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER.  
2. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE. SEDIMENT TRAPPING MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING.  
3. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.  
4. AFTER ACHIEVING ADEQUATE STABILIZATION AND UPON APPROVAL OF THE NCDSS INSPECTOR, THE TEMPORARY E&S CONTROLS WILL BE CLEANED UP AND REMOVED.

**PERMANENT STABILIZATION:**  
THE DISTURBED AREAS WILL BE PERMANENTLY STABILIZED THROUGH THE USE OF SOD AND RIPRAP.

GENERAL UTILITY NOTES

1. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EXCEPTED OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION AS INDICATED. ALTHOUGH, HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
2. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION SO THAT CONTRACTOR IS FAMILIAR AND UNDERSTANDS EXISTING CONDITIONS.
3. FIELD CHECKS WILL BE NECESSARY DUE TO EXISTING UTILITY LOCATIONS. THE ENGINEER SHALL BE CONTACTED BEFORE MAKING THESE CHANGES.

CONSTRUCTION SEQUENCE

1. SET UP PRE-CONSTRUCTION MEETING.
2. INSTALL SILT FENCE AND OTHER PERIMETER CONTROLS.
3. INSTALL CULVERT INLET PROTECTION AND TEMPORARY PUMP AROUND.
4. PERFORM DEMOLITION AS INDICATED.
5. COMPLETE ALUMINUM WING AND HEADWALL REPAIRS, AND ALUMINUM BOX CULVERT JOINT REPAIR.
6. HEADWALL RIPRAP 1.5 FEET HIGHER THAN EXISTING.
7. MINIMIZE DISTURBED AREAS AT ANY GIVEN TIME TO THOSE AREAS THAT ARE BEING ACTIVELY EXCAVATED. PROMPTLY BACKFILL DISTURBED AREAS AS INDICATED ON PLANS.
8. INSPECT AND ADJUST AS NECESSARY ALL EROSION CONTROL DEVICES IN ORDER TO MAINTAIN PROPER FUNCTION.
9. STABILIZE SITE DURING AND AT THE CONCLUSION OF CONSTRUCTION IN ACCORDANCE WITH THE NOTES AND DETAILS IN THESE PLANS AND AS INSPECTOR HAS INSTRUCTED.
10. ONCE ALL AREAS HAVE BEEN STABILIZED, AND ONLY WITH THE APPROVAL OF THE EROSION CONTROL INSPECTOR, REMOVE ALL REMAINING EROSION CONTROL DEVICES.

GENERAL NOTES

1. THIS PROJECT, AS CURRENTLY DESIGNED, MAY NOT INCLUDE ALL COMPONENTS ADDRESSED IN THE VARIOUS GENERAL NOTES. REVIEW PLANS FOR APPLICABILITY.
2. THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM THE LOCAL AND STATE AGENCIES.
3. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT HIS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
4. ALL PAYING MATERIALS AND DRAINAGE STRUCTURES SHALL BE BUILT AND INSTALLED IN ACCORDANCE WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
5. THE LOCATION OF EXISTING SEWER, WATER OR TELEPHONE LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES SHOWN ON THE PLANS IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS. IF THERE APPEARS TO BE A CONFLICT OR UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS, FOR ASSISTANCE IN LOCATING EXISTING UTILITIES CALL "N.C. ONE CALL", DIAL #11.
6. WHERE PAVEMENT IS BEING REMOVED, THE CONTRACTOR SHALL REMOVE AGGREGATE BASE MATERIAL TO SUB-GRADE.
7. DAMAGE TO UTILITIES INCLUDING UNDERGROUND OR PROPERTY OF OTHERS BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY CONTRACTOR AT NO COST TO OWNER.
8. CONSTRUCTION OF OTHER UTILITIES DISTURBED BY CONTRACTOR (WHICH ARE NOT TO BE REMOVED) SHALL BE REPAIRED TO LIKE-NEW CONDITION.
9. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION. WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
10. THE CONTRACTOR SHALL HAVE ALL APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY INSPECTORS.
11. THE CONTRACTOR SHALL NOTIFY ALL APPLICABLE REGULATORY AGENCIES AND THE ENGINEER AT LEAST 24 HOURS PRIOR TO STARTING WORK ON THIS PROJECT.
12. UNLESS OTHERWISE NOTED, ALL CONCRETE PIPE SHALL BE REINFORCED CONCRETE PIPE, CLASS III.
13. ALL EXCAVATION FOR UNDERGROUND PIPE INSTALLATION MUST COMPLY WITH OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY (29 CFR PART 1926).
14. VERIFY THE PROPOSED LAYOUT WITH ITS RELATIONSHIP TO THE EXISTING SITE SURVEY. ALSO VERIFY ALL DIMENSIONS, SITE CONDITIONS, AND MATERIAL SPECIFICATIONS AND NOTIFY THE OWNER AND ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE COMMENCING OR PROCEEDING WITH WORK.
15. DEVIATIONS FROM, OR CHANGES TO THESE PLANS WILL NOT BE ALLOWED.
16. MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF NECESSARY. THE EXISTENCE AND/OR LOCATION OF UTILITIES SHOWN ON THESE PLANS MAY BE ONLY APPROXIMATELY CORRECT. TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN HEREON AND ANY OTHER EXISTING UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. REPAIR AT YOUR OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. IF A UTILITY IS DAMAGED DURING CONSTRUCTION, STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER AND TOWN.
17. PROPERLY SECURE THE CONSTRUCTION AREA AT ALL TIMES AGAINST UNAUTHORIZED ENTRY AND ADEQUATELY PROTECT EQUIPMENT, MATERIALS, AND COMPLETED WORK FROM THEFT AND VANDALISM. THE OWNER IS NOT RESPONSIBLE FOR THE LOSS OF ANY MATERIAL STORED AT THE SITE.

GENERAL CONSTRUCTION AND GEOTECHNICAL NOTES

ENGINEERED FILL

1. ALL CONTROLLED FILL ZONES ARE TO BE MONITORED BY A FULL TIME GEOTECHNICAL ENGINEERING SERVICES FIRM.
2. ENGINEERED FILLS SHALL BE PROPERLY PLACED ACCORDING TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
3. ALL SUMMARY REPORTS, IF AVAILABLE FROM THE GEOTECHNICAL ENGINEER REPRESENTING THE PROJECT MUST STATE HIS PROFESSIONAL OPINION ON THE SATISFACTORILY COMPLETED PHASES OF CONSTRUCTION SUCH AS: SLOPE CUTS, SUBGRADE/RAIL SYSTEMS, PREPARATION OF SUBGRADES AND COMPACTION OF EARTH FILLS.
4. NO FILLS SHALL HAVE ZONES THAT EXCEED TWO (2) FEET IN ELEVATION WITHOUT CONDUCTING COMPACTION TEST AND OBTAINING RESULTS OF 95% OR GREATER.
5. THE GEOTECHNICAL ENGINEER MUST SUBMIT A DETAILED ANALYSIS, ITEMIZING THE FIELD DENSITY TEST RESULTS. THIS REPORT SHALL BE ACCOMPANIED WITH A COPY OF THE SITE PLAN SHEET AND INDICATE THE TEST LOCATIONS AND ELEVATIONS. THE GEOTECHNICAL ENGINEER MUST PROVIDE ENOUGH DESIGNATED TESTING IN ALL FILL ZONES TO ADEQUATELY EXAMINE AND CERTIFY THE INTEGRITY OF THE FILL.
6. THE GEOTECHNICAL ENGINEER MUST SUBMIT A CERTIFIED BUILDING PAD REPORT FOR EACH FILL PAD LOCATION. THIS REPORT SHALL PROFILE THE FILL MATERIAL PLACEMENT AND PROVIDE THE COMPACTION TEST RESULTS. ALL REPORTS WILL BE ACCOMPANIED BY THE SITE PLAN, INDICATING THE TEST LOCATIONS AND ELEVATIONS.
7. NO BUILDING PADS IN FILL ZONES WILL HAVE STRATINGS EXCEEDING TWO (2) FEET IN ELEVATION WITHOUT TEST VERIFYING DENSITY.
8. THESE GEOTECHNICAL NOTES SHALL IN NO WAY LESSEN THE REQUIREMENTS OF THE SUBMITTED SOILS REPORT.

ROAD SUBGRADE

1. INSPECTION AND APPROVAL OF THE SUBGRADE WILL BE REQUIRED PRIOR TO THE PLACEMENT OF THE APPROVED PAVEMENT SECTION MATERIAL.
2. ANY CLAY DEPOSITS IN THE TOP TWO FEET OF THE SUBGRADE MUST BE REMOVED OR ADDRESSED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
3. SUBGRADE APPROVAL SHALL BE ACCOMPANIED BY THE SUPPORTING DOCUMENTATION VERIFYING DENSITY TEST RESULTS OF 95% OR GREATER.
4. THE ENTIRE SUBGRADE WILL HAVE BEEN PROOF-ROLLED IN THE PRESENCE OF THE SITE INSPECTOR AND GEOTECHNICAL REPRESENTATIVE. PROOF-ROLLING SHALL BE A RUBBER TIRE VEHICLE SUCH AS A LOADED TEN (10) TON TRUCK OF APPROVED COMPACTION EQUIPMENT.
5. THE FINAL SUBGRADE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND SITE INSPECTOR BEFORE PLACEMENT OF PAVEMENT SECTION MATERIALS.

TEMPORARY SEEDING SCHEDULE FOR LATE WINTER AND EARLY SPRING

| DATES         | SPECIES     | RATE (LB/ACRE) |
|---------------|-------------|----------------|
| JAN 1 - MAY 1 | RYE (GRAIN) | 120            |

**SOIL AMENDMENTS**  
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 150 LB/ACRE 10-10-10 FERTILIZER.

**MULCH**  
APPLY 4,000 LB/ACRE SMALL GRASS STRAW AND TACK WITH ASPHALT.

**MAINTENANCE**  
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

TEMPORARY SEEDING SCHEDULE FOR FALL

| DATES           | SPECIES     | RATE (LB/ACRE) |
|-----------------|-------------|----------------|
| AUG 15 - DEC 30 | RYE (GRAIN) | 120            |

**SOIL AMENDMENTS**  
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1000 LB/ACRE 10-10-10 FERTILIZER.

**MULCH**  
APPLY 4,000 LB/ACRE SMALL GRASS STRAW AND TACK WITH ASPHALT.

**MAINTENANCE**  
REPAIR AND REFERTILIZE AND RESEED DAMAGED AREAS IMMEDIATELY. TOPDRESS WITH 50 LB/ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/ACRE KOBE SPEEDEDZ IN LATE FEBRUARY OR EARLY MARCH.

PERMANENT SEEDING SCHEDULE FOR GRASS-LINED CHANNELS

| DATES           | SPECIES                                   | RATE (LB/ACRE)  |
|-----------------|---|-----------------|
| AUG 15 - OCT 31 | TALL FESCUE<br>HILLED COMMON<br>BERNARDIA | 200<br>40<br>40 |

**NURSE PLANTS**  
PRIOR TO MAY 1 OR AFTER AUG 15, ADD 40 LB/ACRE RYE (GRAIN).

**SOIL AMENDMENTS**  
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 4,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1000 LB/ACRE 10-10-10 FERTILIZER.

**OPERATE TILLAGE EQUIPMENT ACROSS THE WATERWAY.**

**MULCH**  
USE A ROLLED EROSION CONTROL PRODUCT TO COVER THE BOTTOM OF CHANNELS AND DITCHES AND STAPLE SECURELY. THE LINING SHOULD EXTEND ABOVE THE HIGHEST CALCULATED DEPTH OF FLOW.

**MAINTENANCE**  
REPAIR AND REPAIR MULCH FREQUENTLY. REFERTILIZE IN LATE WINTER OF THE FOLLOWING YEAR. FOLLOW RECOMMENDATIONS OF SOIL TESTS OR USE 150 LB/ACRE OF 10-10-10. MOW REGULARLY TO A HEIGHT OF 2-4 INCHES.

**MAY 1 - APR 15**  
GERMAN MILLET 40

**SOIL AMENDMENTS**  
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.

**MULCH**  
APPLY 4,000 LB/ACRE SMALL GRASS STRAW AND TACK WITH ASPHALT.

**MAINTENANCE**  
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

NPDES Discharge Discharge Permit for Construction Activities (NCDSS)

NCDSS/Division of Water Quality

| NEW STABILIZATION TIMEFRAMES<br>(Effective Aug. 3, 2011) |               |  |
|--|---------------|--|
| Site Area Description                                    | Stabilization | Timeframe Exceptions   |
| Perimeter dikes, mazes, ditches, slopes                  | 7 days        | None   |
| High Quality Water (HQW) Zones                           | 7 days        | None   |
| Slopes steeper than 3:1                                  | 7 days        | If slopes are 12" or less in length and are not steeper than 2:1, 14 days are allowed. |
| Slopes 2:1 or flatter                                    | 14 days       | 7 days for slopes greater than 50" in length.  |
| All other areas with slopes flatter than 4:1             | 14 days       | None, except for perimeters and HQW Zones.   |



**Draper Aden Associates**  
Engineering • Surveying • Environmental Services  
111 Edwards Road, Suite 200  
Raleigh, NC 27603-1001  
Phone: 919.875.1000  
Fax: 919.875.1001  
www.draperaden.com

• Harrison Road, VA  
• Fayetteville, NC  
• Blackburg, VA  
• Charlottesville, VA  
• Virginia Beach, VA



NOTES

TRENT ROAD - RED ROBIN LANE DAMAGE REPAIRS  
NEW BERN, NORTH CAROLINA

REVISIONS

| REVISIONS |
|-----------|
|           |
|           |
|           |

|                 |                  |
|-----------------|------------------|
| DESIGNED BY:    | LAB              |
| DRAWN BY:       | LAB              |
| CHECKED BY:     | CTC              |
| SCALE:          | NOT TO SCALE     |
| DATE:           | JULY 15, 2009    |
| PROJECT NUMBER: | 496757.0000.0000 |

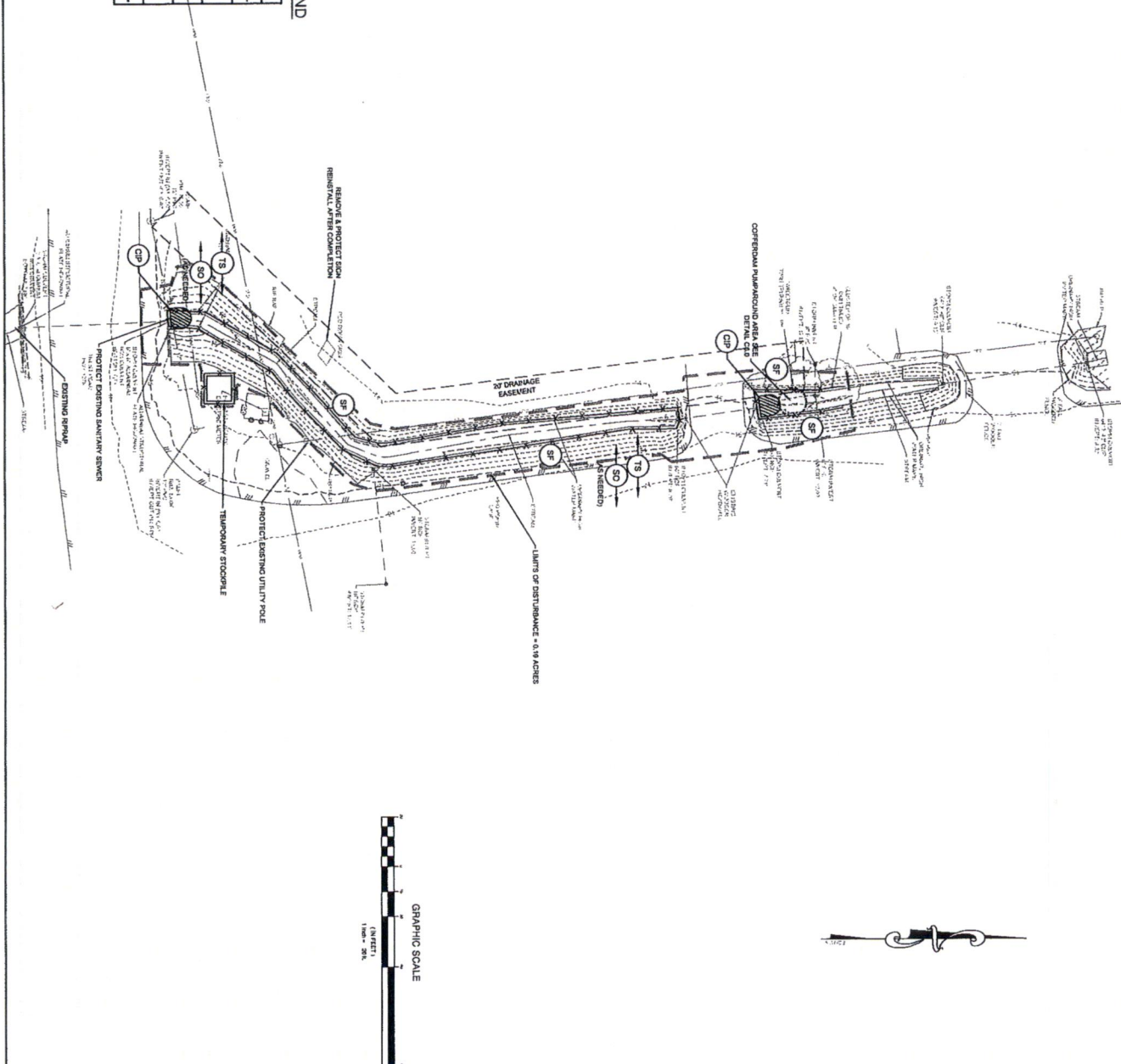
C2.0







| TITLE                    | KEY | SYMBOL |
|--------------------------|-----|--------|
| SAT. FENCE               | 5F  |        |
| TEMPORARY SEEDING        | TS  |        |
| SODDING                  | SO  |        |
| CULVERT INLET PROTECTION | CPH |        |
| LIMITS OF CONSTRUCTION   |     |        |

















## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount for the Trent Road Bank Stabilization Project within Ward 2.

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/23   | <b>Ward # if applicable:</b> 2  |
| <b>Department:</b> Public Works   | <b>Person Submitting Item:</b><br>George Chiles, Director of Public Works |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>  |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount for the Trent Road Bank Stabilization Project within Ward 2. |
| <b>Actions Needed by Board:</b> | Adopt Resolution.   |
| <b>Backup Attached:</b>         | Resolution, Construction Plans, Bid Tabulation, and supporting Bid Documents.   |

|   |
|---|
| <b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                  |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>N/A |

|   |
|---|
| <b>Cost of Agenda Item:</b> \$209,500.00  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**





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

January 13, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Recommendation to Award Contract for the Trent Road Bank Stabilization Project

**Background Information**

The Public Works Department identified a section of the Trent River outfall drainage which is requiring repair to existing eroded banks. This section of ditch bank is subject to higher velocity as it is located directly downstream of three 60" culverts passing under Trent Road. This eroded section of ditch bank was included in the Ward 2 ARP funding allocation.

Bids for the Red Robin/Trent Road Ditch Project were opened at 1:30 p.m. on January 5, 2023. After reviewing the submitted bids, the low bidder for the project is JYMCO Construction Company, Inc. of Smithfield, N.C., with a total base bid of \$209,500.00.

**Recommendation**

The Public Works Department is recommending that the Trent Road Bank Stabilization Project be awarded to JYMCO Construction Company, Inc. in the amount of \$209,500.00.

Attached please find a copy of the Bid Tab from the consulting engineer and draft resolutions for awarding contract. Please contact me if there are any questions or if additional information should be required.



## RESOLUTION

WHEREAS, the following bids were received and opened on January 5, 2023, for the Trent Road Bank Stabilization Project:

| <u>VENDOR</u>                                 | <u>TOTAL BID AMOUNT</u> |
|---|-------------------------|
| JYMCO Construction Co. Inc.<br>Smithfield, NC | \$209,500.00            |
| Trader Construction Co.<br>New Bern, NC       | \$220,900.00            |

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

THAT the City Manager is hereby authorized to execute on behalf of the City of New Bern a contract with Jymco Construction Co. Inc. in the amount of \$209,500.00, and any change orders within the budgeted amount, for Trent Road Bank Stabilization Project.

ADOPTED THIS 24<sup>TH</sup> DAY OF JANUARY 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



# BID TABULATION

**PROJECT:** 2411 Trent Road Bank Stabilization  
**PROJECT #:** 497200.0000.0000  
**BID DATE:** January 5, 2023  
**BID TIME:** 1:30 PM  
**LOCATION:** City of New Bern Public Works Department / Microsoft Teams

|                                     | JYMCO Construction<br>Company, Inc | Trader Construction<br>Company |  |
|-------------------------------------|------------------------------------|--------------------------------|--|
| Bid Bond                            | ✓                                  | ✓                              |  |
| Contractor's License<br>Information | #76371                             | #2943                          |  |
| Bidder Qualification Statement      | ✓                                  | ✓                              |  |
| Anti-Collusion Affidavit            | ✓                                  | ✓                              |  |
| MBE / HUB Documentation             | ✓                                  | ✓                              |  |
| Bid Signed                          | ✓                                  | ✓                              |  |
| Receipt of Addenda                  | ✓                                  | ✓                              |  |
| Base Bid Total                      | \$209,500.00                       | \$220,900.00                   |  |



City of New Bern  
2411 Trent Road Bank Stabilization

Addendum No. 1  
Page 1 of 1



**ADDENDUM No. 1**  
**City of New Bern**  
**2411 Trent Road Bank Stabilization**

Bidders on this Project are hereby notified that this Addendum shall be attached to and made part of the Contract Documents dated November 11, 2022.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified date, shall be based on the additions and revisions listed herein.

Acknowledge receipt of the Addendum by checking its number on the appropriate page of the bid form. Failure to do so may subject the bidder to disqualification.

**Changes to Documents/Clarifications:**

**Access**

1. Site access shall be from a construction entrance, to be installed from Trent Road. Access will require installation of culvert in an existing drainage ditch. The cost to install, maintain, and remove the access road and temporary culvert shall be included in the existing line items.
2. Contractor shall not access work area from existing asphalt driveway.

**Laydown**

1. Additional material storage or laydown shall be outside of the Neuse River Buffer (50 feet from edge of ordinary high-water mark).

**Anticipated Start**

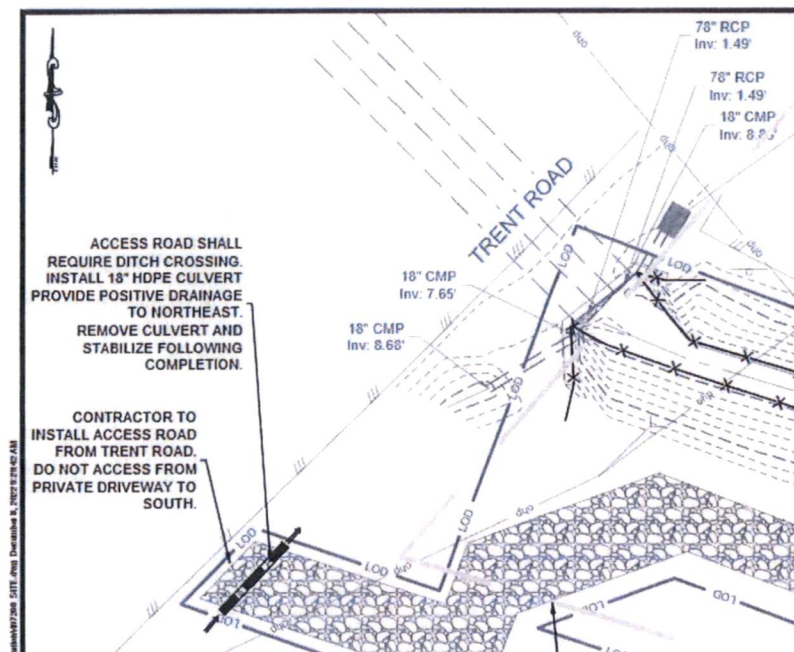
1. Project start is anticipated for Spring 2023, pending approval of environmental permits. Environmental permits are pending submittal and are anticipated to be received in February 2023.

**END OF ADDENDUM #1**



**Attachments:**

Addendum 1 – Access Exhibit, dated 12/8/2022







**Draper Aden Associates**  
*Engineering • Surveying • Environmental Services*

**ADDENDUM No. 2**  
**City of New Bern**  
**2411 Trent Road Bank Stabilization**

Bidders on this Project are hereby notified that this Addendum shall be attached to and made part of the Contract Documents dated November 11, 2022.

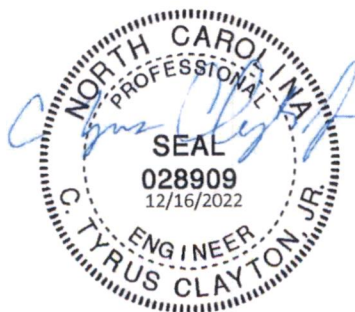
The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified date, shall be based on the additions and revisions listed herein.

Acknowledge receipt of the Addendum by checking its number on the appropriate page of the bid form. Failure to do so may subject the bidder to disqualification.

**Changes to Documents/Clarifications:**

Bids for the construction of the Project were received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, on December 15, 2022 at 1:00 PM local time. At that time, only one bid was received in response to the solicitation. The bids were returned unopened and the project is being readvertised. Bids for the above project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until January 5, 2023 at 1:30 PM local time. At that time, the Bids received will be publicly opened and read.

**END OF ADDENDUM #2**



**Attachments:**

Readvertisement for Bids, 12/16/2022



**READVERTISEMENT FOR BIDS**  
**City of New Bern**  
**New Bern, North Carolina**  
**2411 Trent Road Bank Stabilization**

**General Notice**

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

**2411 Trent Road Bank Stabilization**

**DAA PN: 497200.0000.0000**

Bids for the construction of the Project were received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, on December 15, 2022 at 1:00 PM local time. At that time, only one bid was received in response to the solicitation. The bids were returned un-opened and the project is being readvertised. Bids for the above project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until January 5, 2023 at 1:30 PM local time. At that time, the Bids received will be publicly opened and read.

The public bid opening shall also be made available through online video conference. Access to the online video conference shall be made available to all plan holders, registered at the designated website below, at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the repair and stabilization of an open-air stormwater conveyance ditch located adjacent to 2411 Trent Road in New Bern, North Carolina. Work is generally described as regrading of existing ditch slopes, backfill of eroded areas, and installation riprap and grouted riprap. Work also includes erosion and sediment control, repairs to downspouts, and site stabilization.

Bids are requested for the following Contract: **2411 Trent Road Bank Stabilization**

**Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

**[www.daa.com](http://www.daa.com), click Planroom**

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.



The Issuing Office for the Bidding Documents is:

**Draper Aden Associates, LLC – A TRC Company**  
**114 Edinburgh South Drive, Suite 200, Cary, NC 27511**

Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

| Format  | Cost  |
|---|-------|
| Physical Bidding Documents (including Full-Size Drawings) | \$100 |

#### **Pre-bid Conference**

A pre-bid conference is not scheduled. Questions or requests for additional information should be formally submitted to the Engineer. Contact: Luke Baker, [lbaker@trccompanies.com](mailto:lbaker@trccompanies.com)

#### **Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

#### **This Advertisement is issued by:**

Owner: City of New Bern  
By: George Chiles  
Title: Director of Public Works  
Date: December 16, 2022

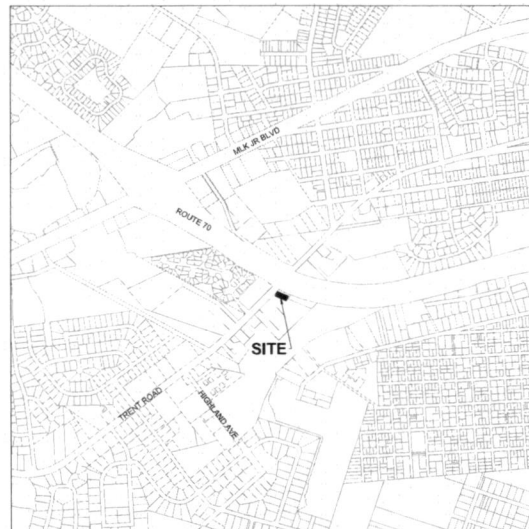


# 2411 TRENT ROAD BANK STABILIZATION

NOVEMBER 2022

RELEASED FOR BIDDING - NOT FOR CONSTRUCTION

NAME OF PROJECT: 2114 TRENT ROAD BANK STABILIZATION  
ENGINEER: C. TYRUS CLAYTON JR., P.E.  
TCLAYTON@TRICCOMPANIES.COM  
DRAPER ADEN ASSOCIATES, LLC - A TRC COMPANY  
114 EDMUNDSBURGH SOUTH DRIVE, SUITE 200  
CARY, NC 27511  
PD: 8-043-009, 8-043-011  
DEED REFERENCE: DB 3421 PG 0655, DB 3540 PG 0658  
FLOODPLAIN: ZONE X  
WATERSHED CLASSIFICATION: NEUSE RIVER DRAINAGE BASIN  
SITE AREA: 0.32 ACRES



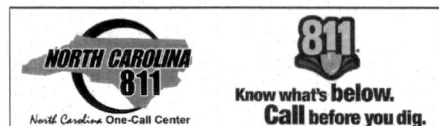
VICINITY MAP - NOT TO SCALE

| Sheet List Table |                     |
|------------------|---------------------|
| Sheet Number     | Sheet Title         |
| C1.0             | COVER SHEET         |
| C2.0             | NOTES               |
| C2.1             | NOG01               |
| C3.0             | EXISTING CONDITIONS |
| C4.0             | DEMO & ESC          |
| C5.0             | SITE & GRADING      |
| C6.0             | ESC DETAIL          |
| C6.1             | SITE DETAIL         |

## DRAPER ADEN ASSOCIATES REVIEW

THESE PLANS HAVE BEEN SUBJECTED TO TECHNICAL AND QUALITY REVIEWS BY:

|                                  |           |            |
|----------------------------------|-----------|------------|
| NAME: LUKE BAKER, P.E.           |           | 11/15/2022 |
| PROJECT DESIGNER                 | SIGNATURE | DATE       |
| NAME: LUKE BAKER, P.E.           |           | 11/15/2022 |
| PROJECT MANAGER                  | SIGNATURE | DATE       |
| NAME: C. TYRUS CLAYTON JR., P.E. |           | 11/15/2022 |
| QUALITY REVIEWER                 | SIGNATURE | DATE       |



**Draper Aden Associates**  
Engineering • Surveying • Environmental Services  
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919.276.0000  
• Raleigh, NC  
• Charlotte, NC  
• Durham, NC  
• Greensboro, NC  
• Norfolk, VA  
• Richmond, VA  
• Virginia Beach, VA

COVER SHEET  
2411 TRENT ROAD BANK STABILIZATION  
NEW BERN, NORTH CAROLINA

REVISIONS

|                |                   |
|----------------|-------------------|
| DESIGNED BY    | LAB               |
| DRAWN BY       | JPT               |
| CHECKED BY     | CTC               |
| SCALE          | NOT TO SCALE      |
| DATE           | NOVEMBER 15, 2022 |
| PROJECT NUMBER | 497200.0000.0000  |
| SHEET NUMBER   | C1.0              |



## EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES AS REQUIRED DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT EDITION OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL. ALL DEVICES REFERRED TO IN THESE PLANS CAN BE FOUND IN THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL.
2. ALL DISTURBED AREAS SHALL BE PERMANENTLY SEEDED AND MULCHED PER THE NCDCE SCHEDULE AFTER REACHING FINAL GRADE. AREAS WHICH HAVE BEEN DISTURBED AND HAVE NOT REACHED FINAL GRADE, BUT WHICH ARE TO REMAIN UNDISTURBED FOR LONGER THAN 14 DAYS ARE TO BE TEMPORARILY SEEDED AND MULCHED PER THE NCDCE SCHEDULE. AS UPSTREAM AREAS ARE STABILIZED WITH PERMANENT GROUND COVER, DOWNSTREAM TEMPORARY DEVICES ARE TO BE REMOVED. CONTRACTOR SHALL FOLLOW THE STABILIZATION TIME TABLE INCLUDED IN THIS SET OF DRAWINGS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERIODICALLY INSPECT ALL SEDIMENT AND EROSION CONTROL DEVICES AND ENSURE THAT THEY ARE IN GOOD WORKING ORDER. AT A MINIMUM, ALL DEVICES SHALL BE INSPECTED DAILY AND AFTER MAJOR WEATHER EVENTS. ANY DEVICE NEEDING REPAIRS SHALL BE REPAIRED WITHIN 24 HOURS.
4. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES IF DURING THE COURSE OF CONSTRUCTION THE ENGINEER OR NCDCE INSPECTOR DETERMINES THAT THEY ARE REQUIRED.
5. SILT SHALL BE REMOVED FROM SILT FENCES WHEN THE SILT REACHES APPROXIMATELY ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER.
6. THE CONTRACTOR SHALL PERIODICALLY TOP DRESS THE CONSTRUCTION ENTRANCE WITH CLEAN STONE. IF THE CONSTRUCTION ENTRANCE FAILS TO REMOVE DIRT FROM THE TIRES OF VEHICLES ENTERING A PUBLIC RIGHT-OF-WAY A WASH BACK SHALL BE INSTALLED AND THE TIRES WASHED. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ANY REQUIRED WATER FOR THE WASHING OF TIRES. TRUCK TRACKED ONTO THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
7. ALL EROSION AND SILTATION MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING.
8. ALL STORM AND UTILITY LINES NOT IN STREETS ARE TO BE MULCHED AND SEEDED PER THE NCDCE SCHEDULE AFTER BACKFILL. NO MORE THAN FIVE HUNDRED FEET OF TRENCH IS TO BE OPEN AT ONE TIME.
9. ALL TEMPORARY EARTH BERMS, DIVERSIONS, AND SILT DAMS ARE TO BE MULCHED AND SEEDED FOR VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRAW OR HAY MULCH IS REQUIRED. ADDITIONALLY ALL DIVERSION SNAKES WILL BE PROTECTED AGAINST HIGH VELOCITY WITH EROSION CONTROL MEASURES AS DENOTED ON THESE PLANS. THE SAME APPLIES TO STOCKPILES ON SITE AS WELL AS SOIL. (INTENTIONALLY) TRANSPORTED FROM THE PROJECT SITE.
10. ANY DISTURBED AREA NOT PAVED, SODDED, OR BUILT UPON IS TO BE SEEDED FOR THE TEMPORARY AND PERMANENT SEEDED SCHEDULE INCLUDED IN THESE DRAWINGS. MODIFY AS APPLICABLE, DEPENDING ON PROPOSED TIME OF CONSTRUCTION.
11. CONTRACTOR STAGING AREAS SHALL BE RETURNED TO BETTER THAN ORIGINAL CONDITIONS AT THE COMPLETION OF THE WORK.
12. ALL DISTURBED AREAS ARE TO GRAB TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
13. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT. THE CONTRACTOR SHALL SCHEDULE THE MEETING WITH THE NCDCE INSPECTOR ASSIGNED TO THE PROJECT.
14. ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF NCDCE EROSION AND SEDIMENT CONTROL MANUAL AND THE NORTH CAROLINA SEDIMENTATION POLLUTION CONTROL ACT OF 1973.
15. AS A CONDITION OF NPDES PERMIT NO. NCD 010000, PERMANENT GROUND COVER SHOULD BE PROVIDED FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS (WHICHEVER IS SHORTER) FOLLOWING THE COMPLETION OF CONSTRUCTION OR DEVELOPMENT.

## EROSION CONTROL NARRATIVE

**PROJECT DESCRIPTION**  
HIGH FLOWS FROM HURRICANE FLORENCE AND OTHER STORMS HAVE ERODED THE BANKS OF THE EXISTING STORMWATER CONVEYANCE CHANNEL. EROSION IS NOW ENCRANCHING UPON THE EXISTING STRUCTURE LOCATED AT 2411 TRENT ROAD. THE PROJECT CONSISTS OF BANK STABILIZATION ALONG APPROXIMATELY 250' OF BOTH CHANNEL SIDE SLOPES. BANK STABILIZATION WILL INCLUDE MITIGATION WITH GRANITE RIPRAP AND GEOTEXTILE UNDERLAYMENT TO CONTROL EROSION.

**EXISTING CONDITIONS**  
THE EXISTING SITE IS A STORMWATER CONVEYANCE THAT RUNS EAST/WEST UNDERNEATH TRENT ROAD THROUGH DUAL 60" RCP CULVERTS AND BEHIND THE EXISTING STRUCTURE AT 2411 TRENT ROAD.

**DEVELOPMENT IMPACTS**  
THE DEVELOPMENT IMPACTS TO THE TOPOGRAPHY, SOILS, HYDROLOGY, AND GEOLOGY WILL BE MINOR.

**SOILS**  
THE SITE IS RAINS FINE SANDY LOAM, TO 2 PERCENT SLOPES. ATLANTIC COAST FLATWOODS, HYDROLOGIC SOIL GROUP B/D.

**CRITICAL EROSION AREAS**  
1. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ADJACENT ROADWAYS.  
2. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM ENTERING THE PROJECT SITE AREA.  
3. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM ENTERING ANY WATER WAY OR DRAINAGE WAYS.

**STOCKPILING**  
TOPSOIL STOCKPILING IS ANTICIPATED ON-SITE.

**STRUCTURAL PRACTICES**  
SILT FENCE  
CULVERT INLET PROTECTION

**VEGETATIVE PRACTICES**  
TOPSOILING  
TEMPORARY SEEDED  
PERMANENT SEEDED  
MULCHING

**MANAGEMENT STRATEGIES**  
1. THE SILT FENCE BARRIER WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETEIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER.  
2. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.  
3. SEDIMENT TRAPPING MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING.  
4. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.  
5. AFTER ACHIEVING ADEQUATE STABILIZATION AND UPON APPROVAL OF THE NCDCE INSPECTOR, THE TEMPORARY ERS CONTROLS WILL BE CLEANED UP AND REMOVED.

**PERMANENT STABILIZATION**  
THE DISTURBED AREAS WILL BE PERMANENTLY STABILIZED THROUGH THE USE OF SEED AND RIPRAP.

## GENERAL UTILITY NOTES

1. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION AS INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
2. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION SO THAT CONTRACTOR IS FAMILIAR AND UNDERSTANDS EXISTING CONDITIONS.
3. FIELD CHANGES MAY BE NECESSARY DUE TO EXISTING UTILITY LOCATIONS. THE ENGINEER SHALL BE CONTACTED BEFORE MAKING THESE CHANGES.

## CONSTRUCTION SEQUENCE

1. SET UP PRE-CONSTRUCTION MEETING.
2. INSTALL SILT FENCE AND OTHER PERIMETER CONTROL.
3. INSTALL CULVERT INLET PROTECTION AND TEMPORARY PUMP AROUND.
4. PERFORM DEMOLITION AS INDICATED.
5. RESEAL SLOPES AS INDICATED. COMPACT SOIL.
6. INSTALL BANK STABILIZATION TO INDICATED GRADE AND THICKNESS.
7. DISTURBED AREAS AT ANY GIVEN TIME TO THOSE AREAS THAT ARE BEING ACTIVELY EXCAVATED. PROMPTLY BACKFILL.
8. INSPECT AND ADJUST AS NECESSARY ALL EROSION CONTROL DEVICES IN ORDER TO MAINTAIN PROPER FUNCTION.
9. STABILIZE SITE DURING AND AT THE CONCLUSION OF CONSTRUCTION IN ACCORDANCE WITH THE NOTES AND DETAILS IN THESE PLANS AND AS INSPECTOR HAS INSTRUCTED.
10. ONCE ALL AREAS HAVE BEEN STABILIZED, AND ONLY WITH THE APPROVAL OF THE EROSION CONTROL INSPECTOR, REMOVE ALL REMAINING EROSION CONTROL DEVICES.

## GENERAL NOTES

1. THIS PROJECT, AS CURRENTLY DESIGNED, MAY NOT INCLUDE ALL COMPONENTS ADDRESSED IN THE VARIOUS GENERAL NOTES.
2. THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM THE LOCAL AND STATE AGENCIES.
3. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT HIS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
4. ALL PAVING MATERIALS AND DRAINAGE STRUCTURES SHALL BE BUILT AND INSTALLED IN ACCORDANCE WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
5. THE LOCATION OF EXISTING SEWER, WATER OR TELEPHONE LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES SHOWN ON THE PLANS IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS. IF THERE APPEARS TO BE A CONFLICT, OR UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS, FOR ASSISTANCE IN LOCATING EXISTING UTILITIES CALL "NO ONE CALL", DIAL 811.
6. DAMAGE TO UTILITIES (INCLUDING UNDERGROUND OR PROPERTY OF OTHERS) BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY CONTRACTOR AT NO COST TO OWNER.
7. EXISTING PAVEMENT SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY CONTRACTOR AT NO COST TO OWNER.
8. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
9. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY INSPECTORS.
10. THE CONTRACTOR SHALL NOTIFY ALL APPLICABLE REGULATORY AGENCIES AND THE ENGINEER AT LEAST 24 HOURS PRIOR TO STARTING WORK ON THIS PROJECT.
11. UNLESS OTHERWISE NOTED, ALL CONCRETE PIPE SHALL BE REINFORCED CONCRETE PIPE, CLASS III.
12. ALL EXCAVATION FOR UNDERGROUND PIPE INSTALLATION MUST COMPLY WITH OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY (29 CFR PART 1926).
13. VERIFY THE PROPOSED LAYOUT WITH ITS RELATIONSHIP TO THE EXISTING SITE SURVEY. ALSO VERIFY ALL DIMENSIONS, SITE CONDITIONS, AND MATERIAL SPECIFICATIONS AND NOTIFY THE OWNER AND ENGINEER OF ANY ERRORS, OMISSIONS, SITE DISCREPANCIES BEFORE COMMENCING OR PROCEEDING WITH WORK.
14. DEVIATIONS FROM OR CHANGES TO THESE PLANS WILL NOT BE ALLOWED.
15. MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF NECESSARY. THE EXISTENCE AND/OR LOCATION OF UTILITIES SHOWN ON THESE PLANS MAY BE ONLY APPROXIMATELY CORRECT. TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN HEREON AND ANY OTHER EXISTING UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. REPAIR AT YOUR OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. IF A UTILITY IS DAMAGED DURING CONSTRUCTION, STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER AND OWNER.
17. PROPERLY SECURE THE CONSTRUCTION AREA AT ALL TIMES AGAINST UNAUTHORIZED ENTRY AND ADEQUATELY PROTECT EQUIPMENT, MATERIALS, AND COMPLETED WORK FROM THEFT AND VANDALISM. THE OWNER IS NOT RESPONSIBLE FOR THE LOSS OF ANY MATERIAL STORED AT THE SITE.

## GENERAL CONSTRUCTION AND GEOTECHNICAL NOTES

### ENGINEERED FILL

1. ALL CONTROLLED FILL ZONES ARE TO BE MONITORED BY A FULL TIME GEOTECHNICAL ENGINEERING SERVICES FIRM.
2. ENGINEERED FILL SHALL BE PROPERLY PLACED ACCORDING TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
3. ALL SUMMARY REPORTS, IF AVAILABLE FROM THE GEOTECHNICAL ENGINEER REPRESENTING THE PROJECT MUST STATE HIS PROFESSIONAL OPINION ON THE SATISFACTORILY COMPLETED PHASES OF CONSTRUCTION SUCH AS, SOLE CUTS, SUBDRAINAGE SYSTEMS, PREPARATION OF SUBGRADERS AND COMPACTION OF EARTH FILLS.
4. NO FILLS SHALL HAVE ZONES THAT EXCEED TWO (2) FEET IN ELEVATION WITHOUT CONDUCTING COMPACTION TEST AND OBTAINING RESULTS OF 90% OR GREATER.
5. THE GEOTECHNICAL ENGINEER MUST SUBMIT A DETAILED ANALYSIS, ITEMIZING THE FIELD DENSITY TEST RESULTS. THIS REPORT SHALL BE ACCOMPANIED WITH A COPY OF THE SITE PLAN SHEET AND INDICATE THE TEST LOCATIONS AND ELEVATIONS. THE GEOTECHNICAL ENGINEER MUST PROVIDE ENOUGH DESIGNATED TESTING IN ALL FILL ZONES TO ADEQUATELY EXAMINE AND CERTIFY THE INTEGRITY OF THE FILL.
6. THE GEOTECHNICAL ENGINEER MUST SUBMIT A CERTIFIED BUILDING PAD REPORT FOR EACH LOCAL PAD LOCATION. THIS REPORT SHALL PROFILE THE FILL MATERIAL PLACEMENT AND PROVIDE THE COMPACTION TEST RESULTS. ALL REPORTS WILL BE ACCOMPANIED BY THE SITE PLAN, INDICATING THE TEST LOCATIONS AND ELEVATIONS.
7. NO BUILDING PADS IN FILL ZONES WILL HAVE STRATUMS EXCEEDING TWO (2) FEET IN ELEVATION WITHOUT TEST VERIFYING DENSITY.
8. THESE GEOTECHNICAL NOTES SHALL IN NO WAY LESSEN THE REQUIREMENTS OF THE SUBMITTED SOILS REPORT.

### ROAD SUBGRADE

1. INSPECTION AND APPROVAL OF THE SUBGRADE MUST BE REQUIRED PRIOR TO THE PLACEMENT OF THE APPROVED PAVEMENT SECTION MATERIAL.
2. ANY CLAY DEPOSITS IN THE TOP TWO FEET OF THE SUBGRADE MUST BE REMOVED OR ADDRESSED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
3. SUBGRADE APPROVAL SHALL BE ACCOMPANIED BY THE SUPPORTING DOCUMENTATION VERIFYING DENSITY TEST RESULTS OF 90% OR GREATER.
4. THE ENTIRE SUBGRADE WILL HAVE BEEN PROOF-ROLLED IN THE PRESENCE OF THE SITE INSPECTOR OR GEOTECHNICAL REPRESENTATIVE. PROOF-ROLLING SHALL BE A RUBBER TIRE VEHICLE SUCH AS A LOADED TEN (10) TON TRUCK OF APPROVED COMPACTION EQUIPMENT.
5. THE FINAL SUBGRADE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND SITE INSPECTOR BEFORE PLACEMENT OF PAVEMENT SECTION MATERIALS.

### TEMPORARY SEEDING SCHEDULE FOR LATE WINTER AND EARLY SPRING

| DATES  | SPECIES     | RATE (LB/ACRE) |
|--|-------------|----------------|
| JAN 1 - MAY 1  | RYE (GRAIN) | 120            |
| <b>SOIL AMENDMENTS</b>   |             |                |
| FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER. |             |                |
| <b>MULCH</b>   |             |                |
| APPLY 4,000 LB/ACRE SMALL GRAIN STRAW AND TACK WITH ASPHALT.   |             |                |
| <b>MAINTENANCE</b>   |             |                |
| REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.      |             |                |

### TEMPORARY SEEDING SCHEDULE FOR FALL

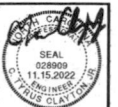
| DATES  | SPECIES     | RATE (LB/ACRE) |
|--|-------------|----------------|
| AUG 15 - DEC 30  | RYE (GRAIN) | 120            |
| <b>SOIL AMENDMENTS</b>   |             |                |
| FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1000 LB/ACRE 10-10-10 FERTILIZER.  |             |                |
| <b>MULCH</b>   |             |                |
| APPLY 4,000 LB/ACRE SMALL GRAIN STRAW AND TACK WITH ASPHALT.   |             |                |
| <b>MAINTENANCE</b>   |             |                |
| REPAIR AND REFERTILIZE AND RESEED DAMAGED AREAS IMMEDIATELY. TOPDRESS WITH 50 LB/ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTEND TOPDRESSING COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/ACRE KOBLE LESPEDREA IN LATE FEBRUARY OR EARLY MARCH. |             |                |

### PERMANENT SEEDING SCHEDULE FOR GRASS-LINED CHANNELS

| DATES  | SPECIES   | RATE (LB/ACRE)   |
|--|---|------------------|
| AUG 15 - OCT 31  | FALL FESCUE<br>HALLED COMMON<br>BERMUDA<br>TALL FESCUE                      | 200<br>50<br>200 |
| FEB 1 - APR 15   | NURSE PLANTS<br>PRIOR TO MAY 1 OR AFTER AUG 15. ADD 40 LB/ACRE RYE (GRAIN). |                  |
| <b>SOIL AMENDMENTS</b>   |   |                  |
| FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 4,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1000 LB/ACRE 10-10-10 FERTILIZER.  |   |                  |
| <b>MULCH</b>   |   |                  |
| USE 4" MULCHED EROSION CONTROL PRODUCT TO COVER THE BOTTOM OF CHANNELS AND DITCHES AND STAPLE SECURELY. THE LINING SHOULD EXTEND ABOVE THE HIGHEST CALCULATED DEPTH OF FLOW.                           |   |                  |
| <b>MAINTENANCE</b>   |   |                  |
| INSPECT AND REPAIR MULCH FREQUENTLY. REFERTILIZE IN LATE WINTER OF THE FOLLOWING YEAR FOLLOWING RECOMMENDATIONS OF SOIL TESTS OR USE 150 LB/ACRE OF 10-10-10. NOW REGULARLY TO A HEIGHT OF 2-4 INCHES. |   |                  |
| MAY 1 - APR 15<br>GERMAN MILLET<br>40  |   |                  |

**SOIL AMENDMENTS**  
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.  
**MULCH**  
APPLY 4,000 LB/ACRE SMALL GRAIN STRAW AND TACK WITH ASPHALT.  
**MAINTENANCE**  
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

| NEW STABILIZATION TIMEFRAMES<br>(EFFECTIVE AUG. 3, 2015)             |               |   |
|--|---------------|---|
| SITE AREA DESCRIPTION  | STABILIZATION | TIMEFRAME EXCEPTIONS  |
| <input type="checkbox"/> PERIMETER DRES, SWALES, DITCHES, SLOPES     | 7 DAYS        | NONE  |
| <input type="checkbox"/> HIGH QUALITY WATER (HOW) ZONES              | 7 DAYS        | NONE  |
| <input type="checkbox"/> SLOPES STEEPER THAN 3:1                     | 7 DAYS        | IF SLOPES ARE 10'OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED. |
| <input type="checkbox"/> SLOPE 3:1 OR FLATTER                        | 14 DAYS       | 7 DAYS FOR SLOPES GREATER THAN 3:1 IN LENGTH.   |
| <input type="checkbox"/> ALL OTHER AREA WITH SLOPES FLATTER THAN 4:1 | 14 DAYS       | NONE, EXCEPT FOR PERIMETERS AND HOW ZONES.  |



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**NOTES**  
**2411 TRENT ROAD BANK STABILIZATION**  
NEW BERN, NORTH CAROLINA

### REVISIONS

|                |                   |
|----------------|-------------------|
| DESIGNED BY    | LAB               |
| DRAWN BY       | JPT               |
| CHECKED BY     | CTC               |
| SCALE          | NOT TO SCALE      |
| DATE           | NOVEMBER 15, 2020 |
| PROJECT NUMBER | 497200.0000.0000  |
| <b>C2.0</b>    |                   |









|  |   |   |
|--|---|---|
| <p><b>EXISTING CONDITIONS</b></p> <p><b>2411 TRENT ROAD BANK STABILIZATION</b></p> <p>NEW BERN, NORTH CAROLINA</p>   | <p><b>Draper Aden Associates</b></p> <p><i>Engineering • Surveying • Environmental Services</i></p> <p>114 Edinburg South Drive, Suite 200<br/>             Cary, NC 27513<br/>             919-473-4369 Fax 919-473-0514<br/> <a href="http://www.daa.com">www.daa.com</a><br/>             NC P.E. License #7-6829</p> <div style="display: flex; justify-content: space-between;"> <div> <p>• Richmond, VA</p> <p>• Blacksburg, VA</p> <p>• Charlottesville, VA</p> </div> <div> <p>• Hampton Roads, VA</p> <p>• Fayetteville, NC</p> <p>• Northern Virginia</p> <p>• Virginia Beach, VA</p> </div> </div> | <p><b>SEAL</b></p> <p>025609</p> <p>DRAPER ADEN ASSOCIATES</p> <p>NO. 114 EDINBURG SOUTH DRIVE, SUITE 200, CARY, NC 27513</p> |
| <p>DESIGNED BY: DAB</p> <p>DRAWN BY: JPT</p> <p>CHECKED BY: CTC</p> <p>SCALE: 1" = 10'</p> <p>SHEET NO. 14 OF 15</p> <p>PROJECT NUMBER: 4897200.0000.0000</p> <p><b>C3.0</b></p> |   |   |



# EROSION & SEDIMENT CONTROL LEGEND

| No. | TITLE                                 | KEY | SYMBOL |
|-----|---------------------------------------|-----|--------|
| 1   | TEMPORARY STONE CONSTRUCTION ENTRANCE | CE  |        |
| 2   | SILT FENCE                            | SF  |        |
| 3   | SODDING                               | SO  |        |
| 4   | TEMPORARY SEEDING                     | TS  |        |
| 5   | CONCRETE WASHOUT                      | CW  |        |

## NOTES

1. NO WORK IS ANTICIPATED BELOW THE ORDINARY HIGH WATER MARK.
2. CONTRACTOR SHALL DEWATER AS NECESSARY TO PERFORM WORK BELOW ORDINARY HIGH WATER MARK. WORK BELOW ORDINARY HIGH WATER MARK SHALL BE DONE IN THE DRY.
3. TREES LARGER THAN 3" DBH SHALL REMAIN. GRADE SLOPE AS NECESSARY TO PRESERVE ROOT SYSTEM.
4. CONCRETE WASHOUT AND DEBRIS TO BE REMOVED WITHIN 7 DAYS OF FINAL CONCRETE PLACEMENT.

PROTECT SIGN DURING CONSTRUCTION  
OR REMOVE, STORE, AND REPLACE

78" RCP  
Inv. 1.49'

78" RCP  
Inv. 1.49'  
18" CMP  
Inv. 8.88'

STGI  
Rim: 12.09'  
18" CMP Inv Out: 9.65'

Flythe's Bike Shop Sign

PROTECT EXISTING UTILITY POLE

Flythe's Bike Shop Building  
FFE: 13.27'

Roof Drain  
6" PVC  
Inv. 11.41'

REMOVE AND DISCONNECT ROOF DRAINS AT ELBOW

Roof Drain  
6" PVC  
Inv. 11.70'

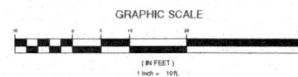
Roof Drain  
6" PVC  
Inv. 11.22'

TRENT ROAD

CONTRACTOR TO  
ACCESS FROM DRIVEWAY  
AT 2505 TRENT ROAD

18" CMP  
Inv. 8.68'

18" CMP  
Inv. 7.55'



LIMITS OF DISTURBANCE:  
0.36 ACRES



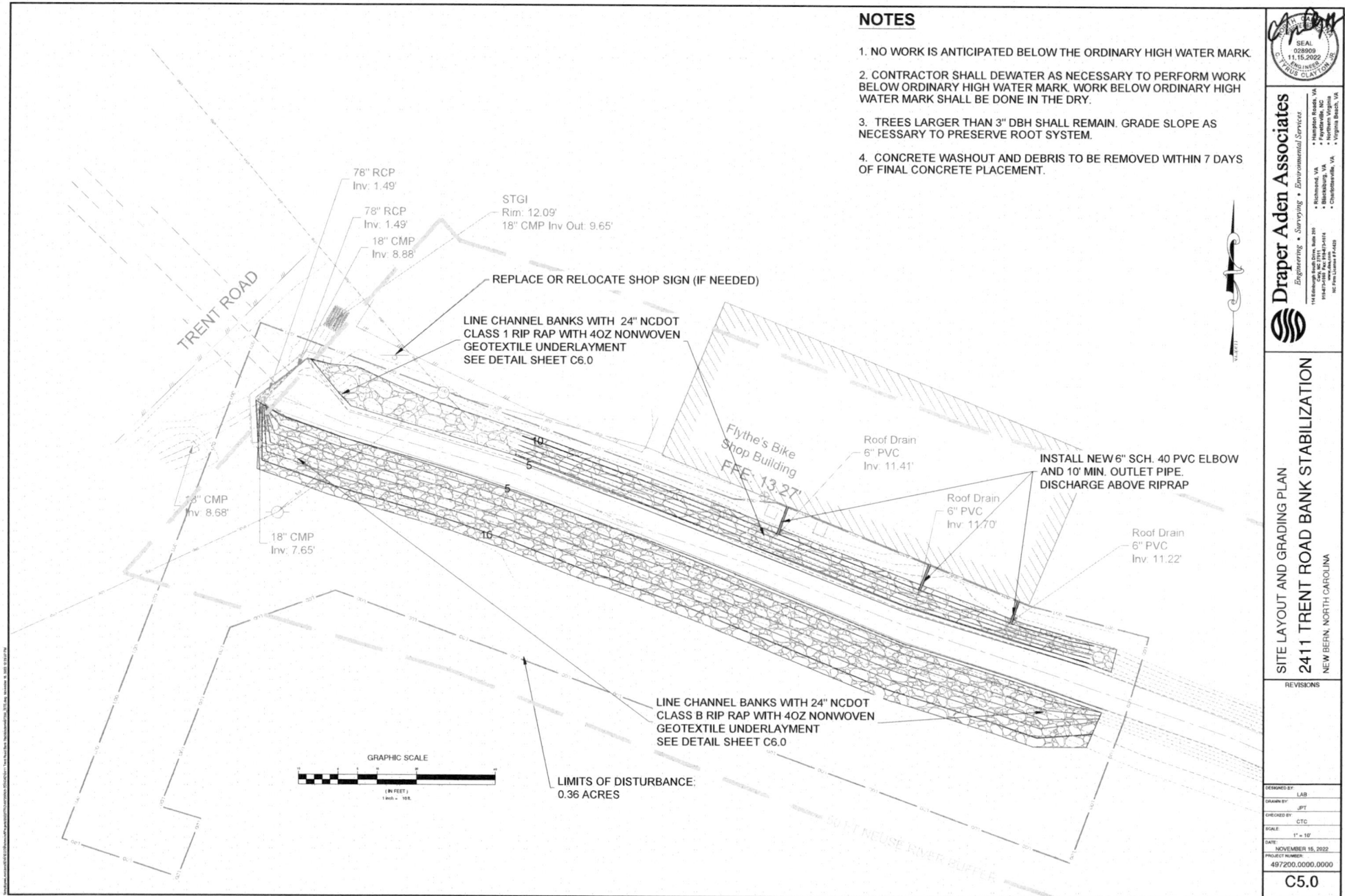
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• Fayetteville, NC  
• Durham, NC  
• Charlotte, NC  
• Virginia Beach, VA

EROSION & SEDIMENT CONTROL PLAN  
**2411 TRENT ROAD BANK STABILIZATION**  
NEW BERN, NORTH CAROLINA

| REVISIONS  |
|--|
| <p>DESIGNED BY: LAB</p> <p>DRAWN BY: JPT</p> <p>CHECKED BY: CTC</p> <p>SCALE: 1" = 10'</p> <p>DATE: NOVEMBER 15, 2022</p> <p>PROJECT NUMBER: 497200.0000.0000</p> <p><b>C4.0</b></p> |





## NOTES

1. NO WORK IS ANTICIPATED BELOW THE ORDINARY HIGH WATER MARK.
2. CONTRACTOR SHALL DEWATER AS NECESSARY TO PERFORM WORK BELOW ORDINARY HIGH WATER MARK. WORK BELOW ORDINARY HIGH WATER MARK SHALL BE DONE IN THE DRY.
3. TREES LARGER THAN 3" DBH SHALL REMAIN. GRADE SLOPE AS NECESSARY TO PRESERVE ROOT SYSTEM.
4. CONCRETE WASHOUT AND DEBRIS TO BE REMOVED WITHIN 7 DAYS OF FINAL CONCRETE PLACEMENT.



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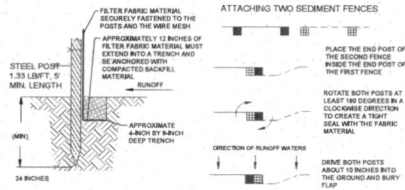
## SITE LAYOUT AND GRADING PLAN 2411 TRENT ROAD BANK STABILIZATION NEW BERN, NORTH CAROLINA

### REVISIONS

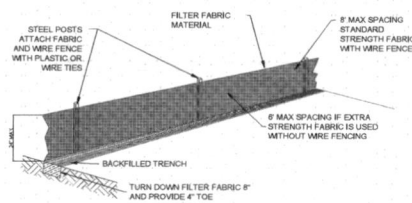
|                 |                   |
|-----------------|-------------------|
| DESIGNED BY:    | LAB               |
| DRAWN BY:       | JPT               |
| CHECKED BY:     | CTC               |
| SCALE:          | 1" = 10'          |
| DATE:           | NOVEMBER 15, 2022 |
| PROJECT NUMBER: | 497200.0000.0000  |

C5.0





ATTACHING TWO SEDIMENT FENCES



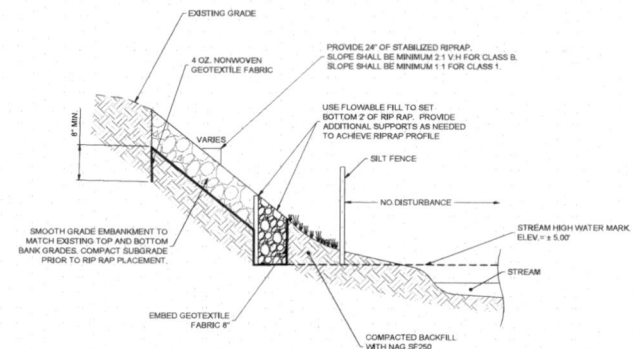
INSTEAD OF EXCAVATING A TRENCH, PLACING FABRIC AND THEN BACKFILLING TRENCH, SEDIMENT FENCE MAY BE INSTALLED USING SPECIALLY DESIGNED EQUIPMENT THAT INSERTS THE FABRIC INTO A CUT SLICED IN THE GROUND WITH A DISC.

#### INSTALLATION SPECIFICATIONS

1. THE BASE OF BOTH END POSTS SHOULD BE AT LEAST ONE FOOT HIGHER THAN THE MIDDLE OF THE FENCE. CHECK WITH A LEVEL IF NECESSARY.
2. INSTALL POSTS 4 FEET APART IN CRITICAL AREAS AND 6 FEET APART ON STANDARD APPLICATIONS.
3. INSTALL POSTS 2 FEET DEEP ON THE DOWNSTREAM SIDE OF THE SILT FENCE, AND AS CLOSE AS POSSIBLE TO THE FABRIC, ENABLING POSTS TO SUPPORT THE FABRIC FROM UPSTREAM WATER PRESSURE.
4. INSTALL POSTS WITH THE NIPPLES FACING AWAY FROM THE SILT FABRIC.
5. ATTACH THE FABRIC TO EACH POST WITH THREE TIES, ALL SPACED WITHIN THE TOP 8 INCHES OF THE FABRIC. ATTACH EACH THE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1 INCH VERTICALLY APART. ALSO, EACH TIE SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
6. WRAP APPROXIMATELY 6 INCHES OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
7. NO MORE THAN 24 INCHES OF A 36 INCH FABRIC IS ALLOWED ABOVE GROUND LEVEL.
8. THE INSTALLATION SHOULD BE CHECKED AND CORRECTED FOR ANY DEVIATIONS BEFORE COMPACTION.
9. COMPACTION IS VITALLY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SHO STEER, OR ROLLER EXERTING AT LEAST 80 POUNDS PER SQUARE INCH. COMPACT THE UPSTREAM SIDE FIRST AND THEN EACH SIDE TWICE FOR A TOTAL OF 4 TIMES.
10. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

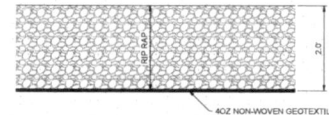
#### MAINTENANCE

1. INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.
3. REMOVE SEDIMENT DEPOSITS ONCE THEY HAVE REACHED ONE-THIRD (1/3) HEIGHT OF SILT FENCE TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.
4. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.



CHANNEL LINING DETAIL

NOT TO SCALE



RIP RAP DETAIL

NOT TO SCALE

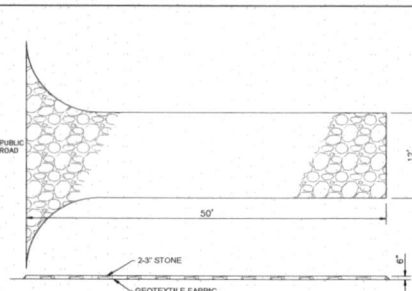
#### MATERIALS

1. USE A SYNTHETIC FILTER FABRIC OF AT LEAST 90% BY WEIGHT OF POLYOLEFINS OR POLYESTER, WHICH IS CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE REQUIREMENTS IN ASTM D 8851, WHICH IS SHOWN IN PART IN TABLE 8.02B. SYNTHETIC FILTER FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0 TO 120°F.
2. ENSURE THAT POSTS FOR SEDIMENT FENCES ARE 1.33 LBS/LINEAR FT STEEL WITH A MINIMUM LENGTH OF 5 FEET. MAKE SURE THAT STEEL POSTS HAVE PROJECTIONS TO FACILITATE FASTENING THE FABRIC.
3. FOR REINFORCEMENT OF STANDARD STRENGTH FILTER FABRIC, USE WIRE FENCE WITH A MINIMUM 14 GAUGE AND A MAXIMUM MESH SPACING OF 6 INCHES.

#### CONSTRUCTION

1. CONSTRUCT THE SEDIMENT BARRIER OF STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS.
2. ENSURE THAT THE HEIGHT OF THE SEDIMENT FENCE DOES NOT EXCEED 24 INCHES ABOVE THE GROUND SURFACE. (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).
3. CONSTRUCT THE FILTER FABRIC FROM A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, SECURELY FASTEN THE FILTER CLOTH ONLY AT A SUPPORT POST WITH A FEET MINIMUM OVERLAP TO THE NEXT POST.
4. SUPPORT STANDARD STRENGTH FILTER FABRIC BY WIRE MESH FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS. EXTEND THE WIRE MESH SUPPORT TO THE BOTTOM OF THE TRENCH. FASTEN THE WIRE REINFORCEMENT, THEN FABRIC ON THE UPSLOPE SIDE OF THE FENCE POST. WIRE OR PLASTIC ZIP TIES SHOULD HAVE MINIMUM 50 POUND TENSILE STRENGTH.
5. WHEN A WIRE MESH SUPPORT FENCE IS USED, SPACE POSTS A MAXIMUM OF 8 FEET APART. SUPPORT POSTS SHOULD BE DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 24 INCHES.
6. EXTRA STRENGTH FILTER FABRIC WITH 6 FEET POST SPACING DOES NOT REQUIRE WIRE MESH SUPPORT FENCE. SECURELY FASTEN THE FILTER FABRIC DIRECTLY TO POSTS. WIRE OR PLASTIC ZIP TIES SHOULD HAVE MINIMUM 50 POUND TENSILE STRENGTH.
7. EXCAVATE A TRENCH APPROXIMATELY 4 INCHES WIDE AND 8 INCHES DEEP ALONG THE PROPOSED LINE OF POSTS AND UPSLOPE FROM THE BARRIER (FIGURE 6.02A).
8. PLACE 12 INCHES OF THE FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
9. BACKFILL THE TRENCH WITH COMPACTED SOIL PLACED OVER THE FILTER FABRIC. THOROUGH COMPACTION OF THE BACKFILL IS CRITICAL TO SILT FENCE PERFORMANCE.
10. DO NOT ATTACH FILTER FABRIC TO EXISTING TREES.

#### SEDIMENT FENCE INSTALLATION USING THE SLICING METHOD

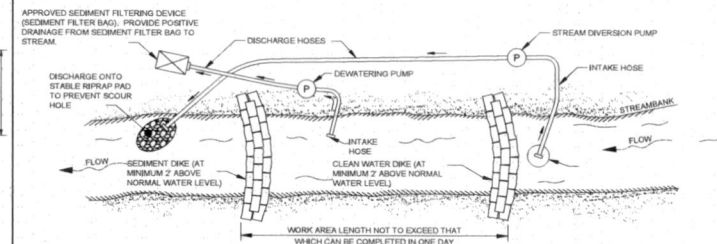


1. CLEAR THE ENTRANCE AND EXIT AREA OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL AND PROPERLY GRADE IT.
2. PLACE THE GRAVEL TO THE SPECIFIC GRADE AND DIMENSIONS SHOWN ON THE PLANS AND SMOOTH IT.
3. PROVIDE DRAINAGE TO CARRY WATER TO A SEDIMENT TRAP OR OTHER SUITABLE OUTLET.
4. USE GEOTEXTILE FABRICS BECAUSE THEY IMPROVE STABILITY OF THE FOUNDATION IN AREAS SUBJECT TO SEEPAGE OR HIGH WATER TABLE.

MAINTENANCE  
MAINTAIN THE GRAVEL PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. THIS MAY PERIODIC TOPDRESSING WITH 2-3 INCH STONE. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED OR TRACKED ONTO PUBLIC ROADWAYS.

CE CONSTRUCTION ENTRANCE

NOT TO SCALE



#### TEMPORARY PUMP AROUND SEQUENCE

1. SET UP PUMP WITH SUCTION AND DISCHARGE HOSE.
2. INSTALL UP-STREAM SANDBAG DAM.
3. INSTALL DOWN-STREAM SANDBAG DAM.
4. THE PUMP MUST RUN CONTINUOUSLY WHILE WORKING IN THE STREAM.
5. STREAMBANKS MUST BE STABILIZED AT THE END OF EACH DAY.

#### NOTES

1. SANDBAG DIKES SHALL BE SITUATED AT THE UPSTREAM AND DOWNSTREAM ENDS OF THE WORK AREA, AND STREAM FLOW SHALL BE PUMPED AROUND THE WORK AREA. THE PUMP SHOULD DISCHARGE ONTO A STABLE VELOCITY DISSIPATER CONSTRUCTED OF RIPRAP OR SANDBAGS.
2. WATER FROM THE WORK AREA SHALL BE PUMPED TO A SEDIMENT FILTERING MEASURE SUCH AS A SEDIMENT BAG OR OTHER APPROVED DEVICE. THE MEASURE SHALL BE LOCATED SUCH THAT THE WATER DRAINS BACK INTO THE CHANNEL BELOW THE DOWNSTREAM SANDBAG DIKE WITHOUT CAUSING FURTHER EROSION BETWEEN THE SEDIMENT FILTER BAG AND THE STREAMBANK.

TEMPORARY PUMP AROUND

NOT TO SCALE



**Draper Aden Associates**  
Engineering • Surveying • Environmental Services  
1411 Trent Road, Suite 100  
New Bern, NC 28561  
Phone: 252.636.1111  
Fax: 252.636.1112  
www.draperaden.com



**DETAILS**  
**2411 TRENT ROAD BANK STABILIZATION**  
NEW BERN, NORTH CAROLINA

#### REVISIONS

|                |                   |
|----------------|-------------------|
| DESIGNED BY    | LAB               |
| DRAWN BY       | JPT               |
| CHECKED BY     | CTC               |
| SCALE          | NOT TO SCALE      |
| DATE           | NOVEMBER 15, 2002 |
| PROJECT NUMBER | 497200.0000.0000  |

C6.0



## **AGENDA ITEM COVER SHEET**

### **Agenda Item Title:**

Consider adopting an amendment to the FY 2022-23 annual adopted budget.

|   |   |
|---|---|
| <b>Date of Meeting:</b> 01/24/2023  | <b>Ward # if applicable:</b>                                      |
| <b>Department:</b> Finance  | <b>Person Submitting Item:</b><br>Kim Ostrom, Director of Finance |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                                    |

|                                 |   |
|---------------------------------|---|
| <b>Explanation of Item:</b>     | Recognize \$1,000 Walmart Grant; appropriate MSD funds for pruning of downtown street trees |
| <b>Actions Needed by Board:</b> |   |
| <b>Backup Attached:</b>         | Memo, Ordinance Amendment   |

|  |
|--|
| <b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

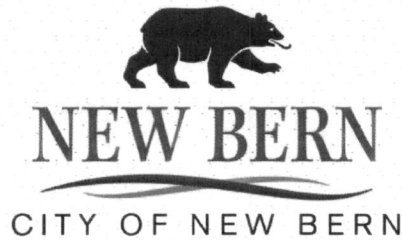
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



Aldermen

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



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

Jeffrey T. Odham  
Mayor

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

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

FROM: Kim Ostrom - Director of Finance

DATE: January 12, 2023

RE: Amendments to the FY 2022-23 Operating Budget

---

**MSD Fund**

The MSD Fund is amended to appropriate \$15,000 from fund balance for the pruning of downtown street trees located on Craven, Middle and Pollock Streets and James Reed Lane.

**Grant Fund**

The Grant Fund is amended to recognize a \$1,000 Walmart Community Grant awarded to the Fire Department.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on January 24, 2023.



CITY OF NEW BERN, NORTH CAROLINA  
REQUESTED AMENDMENT TO  
Fiscal Year 2022-2023

---

FROM: Kim Ostrom, Director of Finance

Meeting Date: January 24, 2023

EXPLANATION:

The MSD Fund is amended to appropriate \$15,000 from fund balance for the pruning of downtown street trees located on Craven, Middle and Pollock Streets and James Reed Lane. The Grants Fund is amended to recognize a \$1,000 Walmart Community Grant awarded to the Fire Department.

---

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN  
THAT THE 2022-2023 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule B - MUNICIPAL SERVICE DISTRICT FUND

Increase: Municipal Service District \$ 15,000

Schedule K - GRANTS FUND

Increase: Grants - Fire \$ 1,000

Section 2 - Estimated Revenues

Schedule B - MUNICIPAL SERVICE DISTRICT FUND

Increase: Fund Balance Appropriated \$ 15,000

Schedule K - GRANTS FUND

Increase: Grants - Fire \$ 1,000

---

NATURE OF TRANSACTION:

☒ ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION  
☐ TRANSFER WITHIN ACCOUNTS OF SAME FUND  
☒ OTHER: FUND BALANCE APPROPRIATED

APPROVED BY THE BOARD OF ALDERMEN AND  
ENTERED ON MINUTES DATED JANUARY 24, 2023  
AGENDA ITEM NUMBER \_\_\_\_\_

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BRENDA E. BLANCO, CITY CLERK



## **AGENDA ITEM COVER SHEET**

**Agenda Item Title:**

Consider adopting an amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund

|   |   |
|---|---|
| <b>Date of Meeting:</b> 1/24/23   | <b>Ward # if applicable:</b>                                      |
| <b>Department:</b> Finance  | <b>Person Submitting Item:</b><br>Kim Ostrom, Director of Finance |
| <b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Date of Public Hearing:</b>                                    |

|                                 |  |
|---------------------------------|--|
| <b>Explanation of Item:</b>     | Consider adopting an amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund to recognize a \$150,000 grant from the State of NC Environmental Enhancement Grant |
| <b>Actions Needed by Board:</b> | Adopt ordinance amendment.   |
| <b>Backup Attached:</b>         | Memo, Ordinance Amendment  |

|  |
|--|
| <b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                           |
| <b>Will there be advocates/opponents at the meeting?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

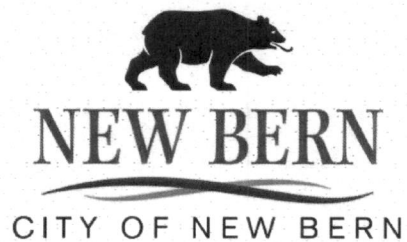
|  |
|--|
| <b>Cost of Agenda Item:</b>  |
| <b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Additional Notes:**



**Aldermen**

Rick Prill  
Hazel B. Royal  
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City Clerk  
Kimberly A. Ostrom  
Director of Finance

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

FROM: Kim Ostrom - Director of Finance

DATE: January 13, 2023

RE: Amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund

---

**Background Information**

The Resiliency and Hazard Mitigation Plan Grant Project Fund will be amended to recognize a \$150,000 grant received from the State of North Carolina through the Environmental Enhancement Grant Program for the stormwater improvements planning for the mid-section of the Canal.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on January 24, 2023.



**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE  
RESILIENCY and HAZARD MITIGATION PLAN GRANT PROJECT FUND**

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

**Section 1.** That Section 4 of the Resiliency and Hazard Mitigation Plan Grant Project Fund Ordinance adopted on March 10, 2020 is hereby amended to recognize additional appropriation:

Increase: Development Services - SRF \$150,000

**Section 2.** That Section 3 of the Resiliency and Hazard Mitigation Plan Grant Project Fund Ordinance adopted on March 10, 2020 is hereby amended to recognize grant revenue from the State of North Carolina, Environmental Enhancement Grant.

Increase: Grant Revenues \$150,000

**Section 3.** This amendment shall become effective upon adoption.

ADOPTED THIS 24<sup>TH</sup> DAY OF JANUARY, 2023

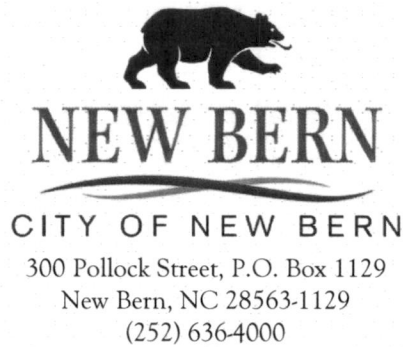
\_\_\_\_\_  
JEFFREY ODHAM, MAYOR

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



**Aldermen**

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**Jeffrey T. Odham**

Mayor

**Foster Hughes**

City Manager

**Brenda E. Blanco**

City Clerk

**Kimberly A. Ostrom**

Director of Finance

**Memorandum**

**TO:** Mayor and Board of Aldermen

**FROM:** Brenda Blanco, City Clerk

**DATE:** January 12, 2023

**SUBJECT:** Appointments to Redevelopment Commission

Two commissioners on the Redevelopment Commission have vacated their seats. Julian Tripp resigned on January 6<sup>th</sup> and Stephanie Lovick resigned on January 9<sup>th</sup>. Appointments are needed to fill the remainder of their unexpired terms. Mr. Tripp held seat 4 with a term expiration of August 14, 2026, and Mrs. Lovick held seat 1 with a term expiration of August 14, 2024.

Appointees must be residents of the City of New Bern.

/beb