

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
AUGUST 08, 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.
4. Request and Petition of Citizens.

Consent Agenda

5. Consider Adopting a Resolution Calling for a Public Hearing to Annex 201 Riverside Drive.
6. Consider Adopting a Resolution Authorizing the Publication of Notice of Intent to Exchange Real Property Owned by the City Identified as a Portion of Tax Parcel ID 8-209-12006 for a Portion of Real Property Identified as Tax Parcel ID 8-209-1300 Owned by Weyerhaeuser Company.
7. Consider Adopting a Resolution to Approve a Memorandum of Understanding with the Eastern Carolina Council Area Agency on Aging for Project Lifesaver.
8. Consider Adopting a Resolution Approving an Interagency Fire and Rescue Mutual Aid Agreement with the City of Greenville.
9. Approve Minutes.

10. Conduct a Public Hearing and Consider Adopting an Ordinance Amending Sections 15-416, 15-417, and 15-423(d) of the Land Use Ordinance.
11. Conduct a Public Hearing on Financing of the Construction of the Stanley White Recreation Center.
12. Consider Adopting a Resolution Approving the Preliminary Findings for the Financing of the Stanley White Recreation Center and Authorizing the Filing of an Application with the Local Government Commission.
13. Consider Adopting a Resolution Approving the Preliminary Findings for Financing of Sewer Improvements and Authorizing the Filing of an Application with the Local Government Commission.

14. Consider Adopting a Resolution Approving a Letter of Engagement for Bond Counsel Services with Womble Bond Dickinson LLP.
15. Presentation on New Utility Billing Format.
16. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Barnhill Construction for the Racetrack Road Project.
17. Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Urban Design Ventures, LLC for CDBG Consulting Services.
18. Consider Adopting a Resolution Accepting the Transfer of 908, 910, and 914 Bloomfield Street from the Redevelopment Commission to the City of New Bern and Reallocating Funding to the City for a Health and Wellness Center.
19. Consider Adopting a Resolution Authorizing the Execution of an Offer to Purchase and Contract with Sanderson Holdings, LLC for the Purchase of 5 Murray Street (Tax Parcel ID 8-006-178).
20. Acceptance of Tax Collector's Annual Settlements for Tax Years 2020, 2021 and 2022.
21. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.
22. Consider Adopting an Ordinance Amending the 2019 Electric Improvements Project Fund.
23. Consider Adopting an Ordinance Amending the 2021 Electric System Capacity Improvement Project Fund.
24. Consider Adopting an Ordinance Amending the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund.
25. Appointment(s).
26. Attorney's Report.
27. City Manager's Report.
28. New Business.
29. Closed Session.
30. 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.



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: Foster Hughes, City Manager
Date: August 03, 2023
Re: August 08, 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.**
4. **Request and Petition of Citizens.**

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

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

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

Consent Agenda

- 5. Consider Adopting a Resolution Calling for a Public Hearing to Annex 201 Riverside Drive.**

(Ward 1) Andrew Gratz has submitted a petition to annex the property at 201 Riverside Drive in Township 2 (Bridgeton). The property consists of a single-family residence on a 0.233-acre tract. It is requested a hearing be called for August 22, 2023 to receive comments and consider this request. A memo from Brenda Blanco, City Clerk, is attached.

- 6. Consider Adopting a Resolution Authorizing the Publication of Notice of Intent to Exchange Real Property Owned by the City Identified as a Portion of Tax Parcel ID 8-209-12006 for a Portion of Real Property Identified as Tax Parcel ID 8-209-1300 Owned by Weyerhaeuser Company.**

NCGS §160A-271 requires local governments to provide a 10-day public notice prior to considering the exchange of real property. This resolution authorizes the publication of a notice for the exchange of 0.23 acres owned by the City along the northern side of Highway 70 for 0.66 acres of property owned by Weyerhaeuser Company on the southern side of the highway. The property owned by the City was purchased from Weyerhaeuser in 2007 along with nine other parcels and is part of a water well site. Weyerhaeuser has requested the transfer to accommodate plans for the West New Bern development. The City can use the property on the southern side of Highway 70 for future water system improvements. A memo from Jordan Hughes, Director of Water Resources, is attached.

- 7. Consider Adopting a Resolution to Approve a Memorandum of Understanding with the Eastern Carolina Council Area Agency on Aging for Project Lifesaver.**

Project Lifesaver is an international program operated by public safety agencies in search and rescue efforts for at-risk individuals prone to life-threatening behavior of wandering. There are 17 agencies within 100 miles of New Bern that utilize the program, the closest being Onslow County Sheriff's Office and Morehead City. The agreement provides that New Bern Fire-Rescue and the New Bern Police Department will operate the program, while Eastern Carolina Council will be responsible for case management and obtaining funding for the program. At the first meeting in September, the program will be detailed and demonstrated. A memo from Police Chief Patrick Gallagher is attached.

- 8. Consider Adopting a Resolution Approving an Interagency Fire and Rescue Mutual Aid Agreement with the City of Greenville.**

The NC Search and Rescue program is a partnership between state and local governments to supplement local response to manmade and natural disasters. This agreement is relative to NC Task Force 10, which is comprised of New Bern and Greenville's Fire-Rescue Departments. Task Force 10 is assigned specifically

to respond to disasters in the eastern part of the state. A memo from James McConnell, Fire Rescue Division Chief, is attached.

9. Approve Minutes.

Draft minutes from the July 25, 2023 meeting are provided for review and approval.

10. Conduct a Public Hearing and Consider Adopting an Ordinance Amending Sections 15-416, 15-417, and 15-423(d) of the Land Use Ordinance.

This amendment corrects a single-digit typographical error in Section 15-423(d) and replaces language that was inadvertently omitted during modifications to accommodate NCGS 160D. A change is also proposed relative to the front setback for buildings in the historic district. The Historic Preservation Commission unanimously approved the changes at its June 21, 2023 meeting. After conducting a public hearing, the Board is asked to consider adopting the amendment. A memo from Jessica Rhue, Director of Development Services, is attached along with a red-lined copy of the proposed amendment.

11. Conduct a Public Hearing on Financing of the Construction of the Stanley White Recreation Center.

(Ward 2) The Local Government Commission ("LGC") and NCGS §160A-20 require a public hearing be held when local governments intend to finance real or personal property by installment contract. While the City will utilize insurance and FEMA funds to construct the new Stanley White Recreation Center, it will also finance up to \$10,000,000 for the project. No action is needed with the public hearing, but the next agenda item seeks authorization for staff to submit an application to the LGC for the financing. A memo Kim Ostrom, Director of Finance, is attached with additional financing details.

12. Consider Adopting a Resolution Approving the Preliminary Findings for the Financing of the Stanley White Recreation Center and Authorizing the Filing of an Application with the Local Government Commission.

(Ward 2) As indicated in the previous item, the City intends to finance up to \$10,000,000 for the construction of the new Stanley White Recreation Center. The proposed resolution authorizes the submission of an application to the LGC and the solicitation of financing proposals from lending institutions. Once the application is submitted, the LGC will consider approval of the application in September. A memo from Mrs. Ostrom is attached.

13. Consider Adopting a Resolution Approving the Preliminary Findings for Financing of Sewer Improvements and Authorizing the Filing of an Application with the Local Government Commission.

Similar to the previous item, the City intends to finance up to \$6,100,000 for the Northwest Sewer Inceptor Rehabilitation Phase II Project and the Township 7 Sewer Improvements Phase III Project. The proposed resolution authorizes the submission of an application to the LGC, solicitation of financing proposals, and makes certain findings related to the issuance of a Series 2023 Bond. Once the application is submitted, the LGC will consider approval of the application in September. A memo from Mrs. Ostrom is attached.

14. Consider Adopting a Resolution Approving a Letter of Engagement for Bond Counsel Services with Womble Bond Dickinson, LLP.

Staff desires to engage the firm of Womble Bond Dickinson to provide bond counsel services associated with the financing of the sewer infrastructure projects, Stanley White Recreation Center, and capital purchases of vehicles and equipment. The proposed resolution authorizes the Mayor to execute a letter of engagement for these services. A memo from Mrs. Ostrom is attached.

15. Presentation on New Utility Billing Format.

Charlie Bauschard, Director of Utilities, will make a presentation on the new the utility bill format that will be implemented after the August 28th billing cycle.

16. Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Barnhill Construction for the Racetrack Road Project.

(Ward 4) A feasibility study was conducted in 2020 to evaluate improvements on Racetrack Road to enhance safety for pedestrians, bicyclists, and motorists. Bids were solicited, and staff is requesting the Manager be authorized to execute a contract with Barnhill Contracting Company for \$1,003,703.40 for the project. Funding of \$1,017,392 has previously been allocated for this project from Ward 4's ARPA funds. A memo from George Chiles, Director of Public Works, is attached.

17. Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Urban Design Ventures, LLC for CDBG Consulting Services.

Proposals were sought from planning consultants for professional services in the design, planning, and implementation of the Fiscal Year 2023, 2024, 2025, 2026, and 2027 CDBG programs and other community development and housing needs. After reviewing the proposals, Urban Design Ventures LLC scored the highest, and staff is seeking a resolution authorizing the City Manager to negotiate and execute a contract with this vendor. A memo from Chris Seaberg, Community and Economic Development Manager, is attached.

18. Consider Adopting a Resolution Accepting the Transfer of 908, 910, and 914 Bloomfield Street from the Redevelopment Commission to the City of New Bern and Reallocating Funding to the City for a Health and Wellness Center.

(Ward 5) The City previously conveyed 908 Bloomfield Street and allocated \$350,000 to the Redevelopment Commission in support of a health and wellness center. After recognizing some limitations, the Commission voted unanimously to return the balance of the funding and transfer the property back to the City along with parcels acquired at 910 and 914 Bloomfield Street. The Commission has developed partnerships and relationships with stakeholders and other providers for the construction and operation of a center and feels the City can more efficiently pursue the project. A memo from Marvin Williams, Assistant City Manager, is attached.

19. Consider Adopting a Resolution Authorizing the Execution of an Offer to Purchase and Contract with Sanderson Holdings, LLC for the Purchase of 5 Murray Street (Tax Parcel ID 8-006-178).

Staff has identified a parcel that is needed for the Duffyfield Stormwater Enhancement Project. A purchase price of \$4,000 has been negotiated with Sanderson Holdings, LLC for 5 Murray Street (Tax Parcel ID 8-006-178). The project will include a series of interconnected stormwater wetland areas designed to mitigate flooding in Duffyfield and improve water quality as runoff drains to the Biddle Street pond. A memo from Mr. Williams is attached.

20. Acceptance of Tax Collector's Annual Settlements for Tax Years 2020, 2021 and 2022.

NCGS §105-373 requires the Tax Collector to annually submit a settlement of taxes to the Governing Body reflecting the total levy, releases, write-offs, delinquencies, etc. Staff received the settlements for 2020, 2021, and 2022 from the Craven County Tax Collector, but did not present them to the Board. It is requested the Board make a motion to accept the settlements, which will be entered into the minutes. A memo from Mrs. Ostrom is attached.

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

An amendment is sought to the FY2023-24 fee schedule to reflect changes in the following fees charged by the Fire Department: increase fine for working without a permit from \$50 to \$75 plus the cost of the permit, increase fine for failure to obtain final inspection from \$100 to \$150, increase life safety violation for first offense from \$100 to \$150, and specify the storage tank installation/removal/re-piping/abandonment fee is \$125 *per tank*. A memo from Mrs. Ostrom is attached.

22. Consider Adopting an Ordinance Amending the 2019 Electric Improvements Project Fund.

The 2019 Electric Improvements Project Fund was created to cover costs associated with the replacement of a transformer and future substation improvements. This ordinance increases appropriations by \$3,000,000 for additional project costs and \$500,000 for a transfer to the 2021 Electric System Capacity Improvement Project Fund. Revenues are increased by \$3,500,000 for other reimbursements from NCDOT. A memo from Mrs. Ostrom is attached.

23. Consider Adopting an Ordinance Amending the 2021 Electric System Capacity Improvement Project Fund.

The 2021 Electric System Capacity Improvement Project Fund was created to facilitate the development of additional electric system capacity. The project fund will be increased by \$500,000 with a transfer from the 2019 Electric Improvements Project Fund to cover additional costs and revenues. A memo from Mrs. Ostrom is attached.

24. Consider Adopting an Ordinance Amending the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund.

The 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund was established with an initial budget of \$7,200,000. Costs are now projected to be significantly less, and this amendment reflects a decrease of \$4,135,000. A memo from Mrs. Ostrom is attached.

25. Appointment(s).

- a) Raymond Layton's term on the Planning and Zoning Board expired June 30, 2023, and he is ineligible for reappointment. Alderman Kinsey is asked to make a new appointment to fill Seat 4 for a three-year term.
- b) Tharesa Lee resigned from the Redevelopment Commission effective July 5, 2023, which was before her term expiration on August 14, 2023. Tabari Wallace's term will also expire on August 14, 2023. The Board is asked to consider the reappointment of Mr. Wallace and discuss the previously identified candidates for Mrs. Lee's seat. Appointments to this Board are open to the Mayor or any Alderman. A list of interested candidates has been provided to the Board.

26. Attorney's Report.

27. City Manager's Report.

28. New Business.

29. Closed Session.

30. 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 calling for a public hearing to annex 201 Riverside Drive

Date of Meeting: 8/8/2023	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 8/22/2023

Explanation of Item:	Andrew Gratz has requested to annex 201 Riverside Drive which is in Township 2.
Actions Needed by Board:	Consider calling for a public hearing to be held on August 22, 2023
Backup Attached:	Resolution calling for a public hearing, petition for annexation, certificate of sufficiency, and map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:

Aldermen

Rick Prill
Hazel 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: Brenda E. Blanco, City Clerk
DATE: July 28, 2023
SUBJECT: Call for a Public Hearing to Annex 201 Riverside Drive

Background

Andrew Gratz has petitioned the City to annex 201 Riverside Drive in Township 2, which is in the Bridgeton area. The property is a single-family residence situated on 0.233 acres. It is requested a public hearing be held on August 22, 2023 to consider this request.

Recommendation

Consider adopting a resolution to call for a public hearing.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern has received a petition from Andrew Gratz, bearing date July 17, 2023, seeking annexation to the City of New Bern of a parcel of land consisting of 0.233 acres, more or less, which said parcel is located at 201 Riverside Drive in Number 2 Township, Craven County, more particularly identified on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Aldermen has caused the City Clerk to investigate the sufficiency of said petition and to certify the results of her investigation; and

WHEREAS, the Board of Aldermen has received the certification of the City Clerk attesting to the sufficiency of the petition; and

WHEREAS, the Board of Aldermen desires to conduct a public hearing on August 22, 2023, in the City Hall Courtroom at 6:00 p.m. on the question of annexing to the City of New Bern the above-described parcel of land owned by Andrew Gratz.

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

Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on August 22, 2023, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of annexing to the City of New Bern the parcel of land owned by Andrew Gratz, which said parcel is located at 201 Riverside Drive in Number 2 Township, Craven County, North Carolina, the boundaries of which are shown on Exhibit A attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to August 22, 2023.

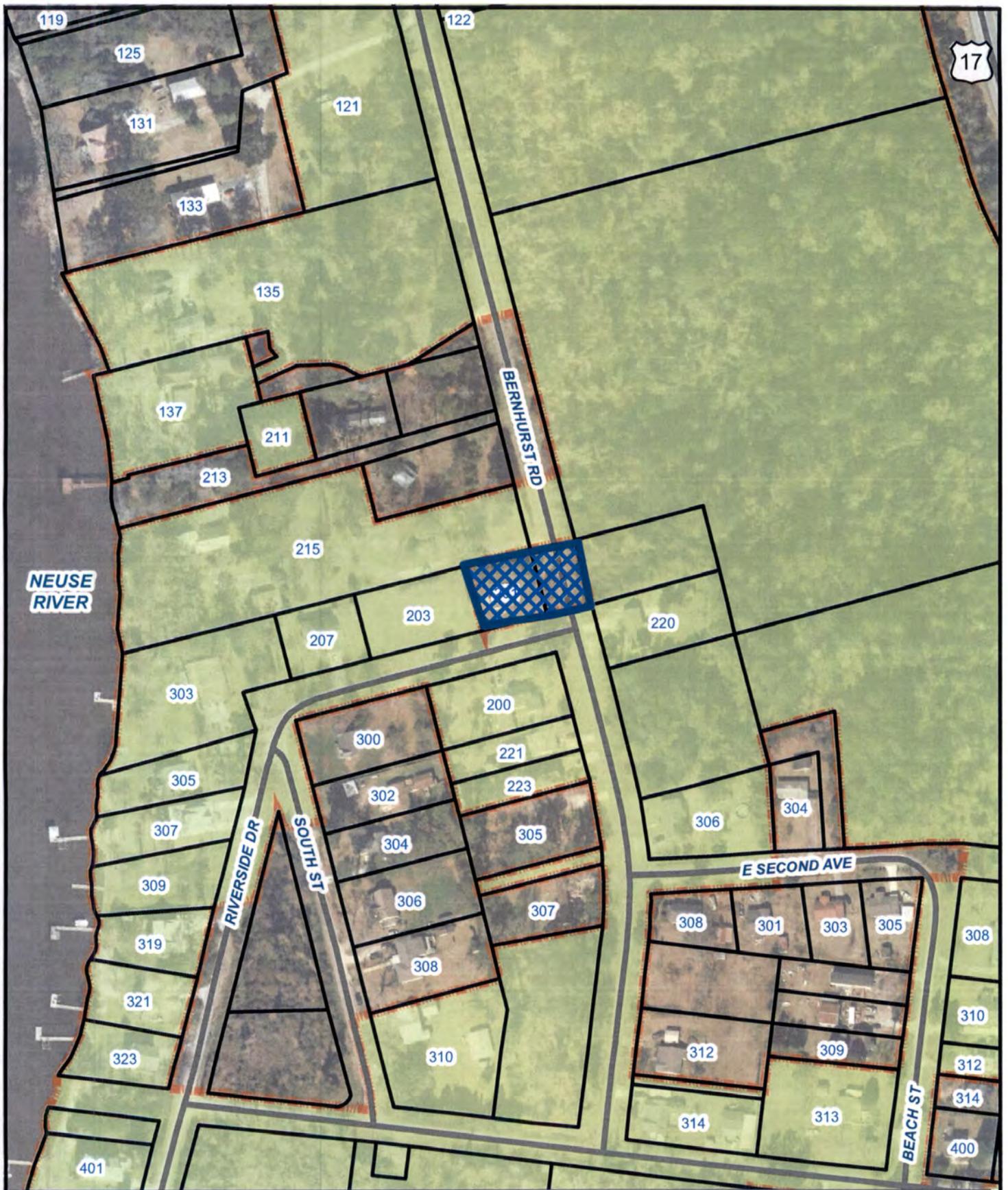
ADOPTED THIS 8th DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Two Township, Craven County, North Carolina, designated as Lot Number One (1) in Block A, in that certain subdivision known as Riverview Park, a map or plat of which said subdivision appears of record in the Office of the Register of Deeds of Craven County in Map Book 2 at Page 69 to which said map reference is hereby made for a more particular description of the aforesaid Lot Number One (1) in Block A hereby conveyed.

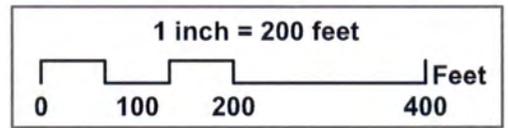


Proposed Annexation: 201 Riverside Dr. - 0.233 Acres: Tax ID: 2-036-080

EXHIBIT B



Existing New Bern Limits
Proposed Annexation Area



PETITION TO ANNEX

TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. Andrew T. Gratz, the undersigned owner of real property, respectfully requests that the area described in Paragraph 2 below be annexed to the City of New Bern.

2. The area to be annexed is contiguous to the City of New Bern, and the boundaries of such territory are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

OWNER:

Authentisign


Andrew T. Gratz

Date: 07/17/23

Mailing Address: 1808 River Drive, New Bern, NC 28560

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Two Township, Craven County, North Carolina, designated as Lot Number One (1) in Block A, in that certain subdivision known as Riverview Park, a map or plat of which said subdivision appears of record in the Office of the Register of Deeds of Craven County in Map Book 2 at Page 69 to which said map reference is hereby made for a more particular description of the aforesaid Lot Number One (1) in Block A hereby conveyed.

CERTIFICATE OF SUFFICIENCY

I, BRENDA BLANCO, City Clerk of the City of New Bern, North Carolina, do hereby certify that I have investigated the sufficiency of the Petition of Andrew T. Gratz, requesting annexation by the City of New Bern of a parcel of land located at 201 Riverside Drive in Number 2 Township, Craven County, which said Petition is dated July 17, 2023, and I do hereby certify that said Petition is in order in all respects.

THIS 8th DAY OF AUGUST, 2023.

BRENDA BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Approve Resolution Authorizing the Publication of Notice of Intent to Exchange Real Property Owned by the City.

Date of Meeting: 8/8/2023	Ward # if applicable: N/A
Department: Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Staff intend to have a property exchange with the Weyerhaeuser Company on the 8/22/23 agenda for consideration. NC General Statues require that local governments provide public notice prior to considering the exchange of real property.
Actions Needed by Board:	Approve resolution authorizing the publication of notice of intent to exchange real property owned by the City.
Backup Attached:	Memo from Jordan Hughes and draft resolution for authorizing the publication of notice of intent to exchange real property owned by the City.

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

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

Additional Notes:



NEW BERN

CITY OF NEW BERN

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

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., Director of Water Resources
DATE: July 31, 2023

SUBJECT: Recommendation Authorizing the Publication of Notice of Intent to Exchange Real Property Owned by the City

Background Information:

The City of New Bern owns parcel 8-209-12003, which is a 1.47-acre parcel along the north side of Highway 70, that contains the City's water supply well No. 8. The Weyerhaeuser Company sold this parcel to the City in 2007, along with 9 other parcels containing a total of 14.5-acres. The total sale price for all 10 parcels was \$146,000.

To better accommodate the development plans for the West New Bern development, the Weyerhaeuser Company has requested the transfer back of a small portion of parcel 8-209-12003. This portion of the parcel is 0.23-acre and is contained along the northern border of the parcel. This undeveloped portion of the parcel is located outside of the required well buffer area, is not required for current or future well access or operation.

The City is currently working with the Weyerhaeuser Company to obtain the land needed on the south side of Highway 70, for future water system improvements to be implemented by the City. To meet the needs of these water system improvements, the City has requested from the Weyerhaeuser Company a 0.66-acre portion of parcel 8-209-13000, which is adjacent to the site that contains the City's water supply well No. 11.

Through discussions with staff and legal representation of the City and the Weyerhaeuser Company, it was determined that an exchange of real property would be the most efficient method to meet the aforementioned land needs of both parties. Staff intend to have the property exchange on the August 22, 2023, Board of Aldermen agenda for consideration.

NCGS 160A-271 requires that local governments provide a 10-day public notice prior to considering the exchange of real property.

Recommendation:

To fulfill the requirements of the NCGS 160A-271, staff is recommending the Board approve a resolution authorizing the publication of notice of intent to exchange real property owned by the City of New Bern.

Attached please find a resolution authorizing the notice of the property exchange to be posted in the Sun Journal at least 10 days prior to August 22, 2023. Please contact me if there are any questions or if additional information should be required.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern intends to authorize by resolution, on August 22, 2023, in the City Hall Courtroom at 6:00 p.m. or as soon thereafter as the matter may be reached, the exchange of real property owned by the City located south of the intersection of US Highway 70 and NC Highway 43, and bearing Parcel No. 8-209-12006, for a 0.66 acre portion of the property owned by Weyerhaeuser Real Estate Development Company located south of the intersection of US Highway 70 and NC Highway 43, and bearing Parcel No. 8-209-1300.

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

Section 1. That a notice shall be published once in the Sun Journal at least ten (10) days prior to August 22, 2023, of the City's intent to authorize the exchange of the said real property owned by the City located south of the intersection of US Highway 70 and NC Highway 43, and bearing Parcel No. 8-209-12006, for a 0.66 acre portion of the property owned by Weyerhaeuser Real Estate Development Company located south of the intersection of US Highway 70 and NC Highway 43, and bearing Parcel No. 8-209-1300.

ADOPTED THIS 8th DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title: Consider Adopting a Resolution Approving a MOU with Eastern Carolina Council for Project Lifesaver.

Date of Meeting: 8/8/2023	Ward # if applicable: NA
Department: Police and Fire	Person Submitting Item: Chief Patrick Gallagher and Chief Robert Boyd
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Project Lifesaver allows public safety personnel the ability to more easily locate citizens who have a tender to wander due to cognitive impairment such as Alzheimer's or Dementia.
Actions Needed by Board:	Approval of MOU
Backup Attached:	Memorandum, MOU, Resolution
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: \$0
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Additional Notes:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129

(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

To: Mayor Jeffrey T. Odham and the Board of Aldermen
From: Chief Patrick Gallagher
Date: August 8, 2023
Subject: **Project Lifesaver**

The New Bern Police and Fire and Rescue Departments have been associated with the Dementia Friendly Community Taskforce for several years. Currently Chief Boyd and I are members. The taskforce's chair is Mrs. January Brown with Eastern Carolina Council. Through the association of this taskforce, we discussed the viability of bringing Project Lifesaver to New Bern.

Project Lifesaver is the premier search and rescue program operated internationally by public safety agencies and is strategically designed for "at risk" individuals who are prone to the life-threatening behavior of wandering. The primary mission of Project Lifesaver is to provide a timely response to save lives and reduce potential injury for adults and children with the propensity to wander due to a cognitive condition, such as Alzheimer's or dementia. Within 100 miles of New Bern, there are 17 other agencies utilizing this program, the closest are Onslow County Sheriff's Office and Morehead City.

Chief Boyd and I have agreed to operationalize the program while Eastern Carolina Council will be responsible for all case management of clients added to the program. Further, Eastern Carolina Council will be responsible for obtaining all funding in support of the program. The City of New Bern would not be financially responsible for any portion of this program, other than the payroll cost associated with our staff's work in performing the operational needs associated with the program.

Selected New Bern Police and New Bern Fire and Rescue personnel have been trained in the utilization of Project Lifesaver equipment. The equipment utilized will aid in our ability to quickly locate a client once he/she is discovered missing. Absent this program, our staff would be required to initiate a grid search that can be extremely time consuming and requires a great deal of staff support. This occurs several times a year and is very taxing on our staff and our resources. We fully support the implementation of this program as it meets our mission to serve and protect, especially the most vulnerable of our citizens.



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RESOLUTION

WHEREAS, the Chief of Police, Chief of Fire and Rescue and the City Manager have recommended the adoption of a Memorandum of Understanding ("MOU") with the Eastern Carolina Council (ECC) / Eastern Carolina Council Area Agency on Aging (ECCAA) to participate in the Project Lifesaver program; and

WHEREAS the Board deems it advisable to approve said MOU.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of New Bern that the MOU with the Eastern Carolina Council Area Agency on Aging (ECCAA), a copy of which is attached hereto and incorporated herein by reference, is hereby approved, and the City Mayor is authorized to execute said agreement in duplicate originals.

ADOPTED THIS 8th DAY OF AUGUST 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



Chief Robert Boyd
1401 Neuse Blvd
New Bern NC 28560
252-636-2931



David Bone
Eastern Carolina Council in New Bern, NC
233 Middle Street, 3rd Floor, PO Box
1717, New Bern, NC 28563
(252) 638-3185



Chief Patrick L. Gallagher
601 George St.
New Bern NC 28560
252-633-2020

**Memorandum of Understanding – Project Lifesaver
Between City of New Bern Public Safety
-and-
Eastern Carolina Council in New Bern, NC**

This Agreement is made and entered into by and between the City of New Bern, on behalf of its Police and Fire Departments (“NBPD” and “NBFD”), and Eastern Carolina Council, in New Bern a regional council of governments established under NC General Statute 160A-47, through its Area Agency on Aging Department, with its primary place of business at 233 Middle Street, PO Box 1717, New Bern, NC 28563 (hereinafter collectively referred to as “the Parties”) enter into this agreement effective as of August 8, 2023.

WHEREAS, Project Lifesaver International is a non-profit public safety organization, based in the United States of America, which electronically locates people who wander through the use of a transmitter worn by a client.

WHEREAS, Project Lifesaver is implemented to provide equipment and training to qualified public safety staff who will assist families who are experiencing challenges regarding a family member(s) who wander due to conditions including, but not limited to, Autism, Alzheimer’s, Down Syndrome, acquired brain injury and/or other cognitive impairments;

WHEREAS, NBPD and NBFD represents the two main public safety components of the City of New Bern, North Carolina and will have operational responsibility of the Project Lifesaver in the New Bern jurisdiction;

WHEREAS, within the Eastern Carolina Council the Area Agency on Aging (ECCAAA) shares information about local resources and support with people who are aging and their caregivers.

NOW THEREFORE the Parties agree as follows:

I. Definitions

In this MOU:

(a) "**Client**" means a person residing within the City of New Bern, who is registered with Project Lifesaver and is living with cognitive impairment that may cause them to wander or may put them at risk of wandering and who qualifies for Aging services as defined by the NC Division of Adult and Aging Services (within the Department of Health and Human Services);

II. PURPOSE:

Undertake a joint program for search and rescue using Personal Locating Units (PLU) as an aid in searching for lost persons who suffer from diminished mental capacity or other disability.

III. JOINT RESPONSIBILITIES:

The Parties agree to the following joint responsibilities:

- A. Each party will provide at least one representative to attend special events as long as one is available.
- B. All parties will provide all necessary information necessary to one another to operationalize the program. This will not apply to information that is restricted through statutory requirements outline in State or Federal guidelines.

IV. New Bern Police and Fire Departments RESPONSIBILITIES:

The NBPD and NBFD agrees to the following responsibilities:

- A. NBPD and NBFD will supply all of the operational support to clients and caregivers who have contracted to be in this program.
- B. NBPD and NBFD shall monitor and track the issuance of all supplies in a manner which identifies what equipment is provided to a particular client. NBPD or NBFD shall update this list as necessary when equipment changes are needed for lost, stolen, or broken equipment.
- C. NBPD and NBFD will maintain the PLUs and change batteries as needed.
- D. NBPD and NBFD will respond when called upon to search for missing clients.
- E. NBPD and NBFD will supply all training for volunteers and officers.

- F. All Unified Command Operations will be managed and exclusively controlled by the Incident Commander (IC). The IC will be a representative of the New Bern Public Safety Team decided and agreed upon by both the Chief of Police and the Fire Chief.

V. Eastern Carolina Council (ECC) / Eastern Carolina Council Area Agency on Aging (ECCAAA) RESPONSIBILITIES:

ECC / ECCAAA agree to the following responsibilities:

- A. ECCAAA will assess if potential clients qualify under ECC's funding sources.
- B. ECCAAA will make all decisions regarding who will become a Project Lifesaver client and communicate that to the New Bern Program Manager.
- C. ECCAAA will provide supplies to NBPD and Nbfd for equipment and supplies necessary for the operation of the program, provided funding is available.
- D. ECCAAA will be responsible for submitting and managing any applications and reporting information for grants associated with this program.
- E. ECCAAA will not have any operational responsibilities.

VI. NOTICES:

All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested and to be effective, shall be postmarked no later than the final date for giving notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

VII. CONFIDENTIALITY:

The Parties will comply with all applicable federal, state and local laws as to confidentiality of the information related to the Project Lifesaver Program.

VIII. TERMINATION WITHOUT CAUSE

- A. The Parties may at any time, and for any reason, terminate this Agreement by written notice to the other parties specifying the termination date, which shall not be less than sixty (60) days from the date such notice is mailed.
- B. Notice shall be given by certified mail/return receipt requested or other similar mailing at the addresses set forth in this Agreement.

IX. APPLICABLE LAW

This Agreement shall be deemed to be a North Carolina contract and shall be governed as to all matters whether of validity, interpretation, obligations, and performance or otherwise exclusively by the laws of North Carolina and all questions arising with respect thereto

shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in North Carolina.

X. INDEPENDENT CONTRACTORS

The Parties agree that they shall at all times be independent contractors and as such, shall have and maintain complete control over all of their own employees and operations. None of the Parties nor anyone employed by each of them shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee, or servant of another Party.

XI. SEVERABILITY

The provisions of this Agreement shall be deemed to be severable and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

XII. WAIVER

No failure by a Party to exercise any right or power given to it by law or by this Agreement, or to insist upon strict compliance with any of the provisions of this Agreement, shall constitute a waiver of the Parties' right to demand strict compliance with the terms of this Agreement.

XIII. ENTIRE AGREEMENT

This Agreement and any Appendices attached hereto constitute the entire agreement of the Parties and supersedes all prior agreements, understandings, negotiations, whether written or oral, between the parties. This Agreement may not be modified, except in a writing signed by both parties that is expressly stated to be an amendment hereto.

SIGNATURE OF PARTIES

As evidence of their agreement to the terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

- 1. The terms of this agreement shall be from the date of signature by the City Manager and ECC Executive Director. The agreement was formed on August 08, 2023.

_____ Date _____
Foster Hughes, City Manager
City of New Bern

Sworn to and subscribed before me this
_____ day of _____, 2023.

Notary Public
My Commission Expires: _____

_____ Date _____
David Bone, Executive Director
Eastern Carolina Council

Sworn to and subscribed before me this
_____ day of _____, 2023.

Notary Public
My Commission Expires: _____

Acknowledgement of Agreement:

_____ Date _____
Patrick L. Gallagher, Chief of Police
Bern Police Department

Sworn to and subscribed before me this
_____ day of _____, 2023.

Notary Public
My Commission Expires: _____

_____ Date _____
Robert Boyd, Fire Chief
New Bern Fire Department

Sworn to and subscribed before me this
_____ day of _____, 2023.

Notary Public
My Commission Expires: _____

AGENDA ITEM COVER SHEET



Agenda Item Title: Consider adopting a resolution approving Interagency Fire/Rescue and Search & Rescue Mutual Aid Agreement between New Bern Fire Rescue and Greenville Fire Rescue

Date of Meeting: 8/8/2023	Ward # if applicable: N/A
Department: Fire	Person Submitting Item: James P. McConnell
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	This agreement is part of North Carolina Search and Rescue Program (NCSAR) for NC TF-10. A partnership between state and local governments to deploy agencies outside of their home jurisdictions to assist with natural and manmade disasters.
Actions Needed by Board:	Approve resolution
Backup Attached:	Interagency Fire/Rescue and Search and Rescue Mutual Agreement, and Memo
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes: N/A



Robert M. Boyd, Jr.
Fire-Rescue Chief

NEW BERN

NORTH CAROLINA

FIRE-RESCUE DEPARTMENT

1401 Neuse Boulevard
P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-2931

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Battalion Chiefs
Ashley Jones - A Shift
William Smith - B Shift
Scott Gladson - C Shift

Division Chiefs
Johnathon Gaskins, Fire Marshal
James McConnell, Training Officer
Dennis Tyndall, Support Services

TO: Mayor and the Board of Aldermen
FROM: James P. McConnell, Fire Rescue Division Chief
DATE: August 8, 2023
SUBJECT: Interagency Fire/Rescue and Search and Rescue Mutual Agreement.

Background:

The NC SAR program is a partnership between the state and local governments where the State of North Carolina supplements local response capabilities to enhance disaster response capabilities during manmade and natural disaster response. NC TF-10 (Greenville and New Bern) Team is assigned to a specific geographic region of the eastern part of the state to respond to these disasters.

Recommendation:

Approve resolution for the Interagency Fire/Rescue and Search and Rescue Mutual Agreement between Greenville Fire/Rescue and New Bern Fire/Rescue.

RESOLUTION

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

THAT the mutual aid agreement between the City of Greenville and the City of New Bern to facilitate a partnership between the Greenville Fire/Rescue Department and the New Bern Fire-Rescue Department to deploy personnel and equipment to natural and manmade disasters, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED this the 8th day of August, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

THIS INTERAGENCY FIRE/RESCUE AND SEARCH AND RESCUE MUTUAL AID AGREEMENT 2023-2024 (“Agreement”) is made and entered into as of October 1, 2023 (the “Effective Date”), by and between the City of Greenville, a municipal corporation in the State of North Carolina, which includes its fire and rescue department or agency, the Greenville Fire Rescue Department, also known as Greenville Fire/Rescue (“GFR”)(collectively “Greenville”) and the City of New Bern, a body politic and corporate of the State of North Carolina, which includes its fire and rescue department or agency, the New Bern Fire-Rescue Department (“NBFR”)(collectively “New Bern”). Greenville and New Bern are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

WITNESSETH:

Overall Enabling Authority

WHEREAS, this Agreement is made under the authority of Chapter 160A (Cities and Towns), Article 20 (Interlocal Cooperation), Part 1 (Joint Exercise of Powers) of the North Carolina General Statutes, particularly N.C.G.S. § 160A-461 (Interlocal cooperation authorized), and N.C.G.S. § 160A-464 (Provisions of the agreement)(collectively “Interlocal Cooperation Statutes”); Chapter 58 (Insurance), Article 83 (Mutual Aid between Fire Departments), particularly N.C.G.S. § 58-83-1 (Authority to send firemen and apparatus beyond territorial limits; privileges and immunities)(collectively “Mutual Aid Statutes”); Chapter 166A (North Carolina Emergency Management Act), Article 6 (North Carolina Search and Rescue) of the North Carolina General Statutes (collectively “NCSAR Program Statutes”); Title 14B (Department of Public Safety), Chapter 3 (Emergency Management), Section .0400 (North Carolina Search and Rescue [“SAR”] Program) (“NCSAR Program”) of the North Carolina Administrative Code (collectively “NCSAR Program Rules”); and Part II (Code of Ordinances)(collectively “Greenville City Code”), Title 5 (Public Safety), Chapter 2 (Fire Protection and Prevention), particularly Sections 11 (Control by Chief of station, trucks, equipment and the like), 12 (Use of apparatus beyond city limits), and 13 (Mutual aid; policy; agreements authorized) of the Greenville City Code;

WHEREAS, the aforementioned statutes, rules, and codes and other governing laws that may not be herein defined, but may otherwise be applicable and controlling, are herein collectively defined as the “Overall Enabling Authority”;

General Mutual Aid Cooperation (“GMAC”) Authority

WHEREAS, in addition to the Interlocal Cooperation Statutes, N.C.G.S. § 58-83-1 of the Mutual Aid Statutes, empowers a county, municipal corporation, fire protection district, sanitary district, or incorporated fire department to have full authority to send, or to decline to send, firemen and apparatus beyond the territorial limits which it normally serves;

WHEREAS, Greenville City Code § 5-2-13(A) authorizes the Chief of GFR to enter into mutual assistance agreements with other fire and Emergency Medical Services (“EMS”) agencies in accordance with such reasonable arrangements, terms, and conditions as may be agreed upon between the respective heads of the agencies involved in the reciprocal assistance;

WHEREAS, Greenville City Code § 5-2-13(B) authorizes the Chief of GFR to enter into mutual assistance arrangements with other municipal and county fire and EMS enforcement agencies, provided that the head of the requesting enforcement agency or agencies makes the request in writing;

WHEREAS, Greenville City Code § 5-2-13(C) authorizes the Chief of GFR to permit officers of the GFR to work temporarily with officers of the requesting agency or agencies, and may further lend equipment and supplies as agreed upon;

NCSAR Program Authority

WHEREAS, in accordance with, and as defined by, the NCSAR Program Statutes and NCSAR Program Rules (collectively the “NCSAR Program Authority”), GFR and NBFR are each a contract response team electing to participate in the NCSAR Program, wherein said NCSAR Program is also synonymously and interchangeably defined and known as the North Carolina Search and Rescue System (sometimes known as the NC SAR System in the NCSAR Program Rules, programing and administrative manuals, and other associated documents regulating the NCSAR Program);

WHEREAS, the NCSAR Program is administered by the North Carolina Department of Public Safety (“NCDPS”), Division of Emergency Management (“NCEM”);

WHEREAS, the need for the NCSAR Program has been made apparent through the significant number of federal, state, and local states of emergency that have required coordinated and qualified resources to augment local SAR capabilities;

WHEREAS, accordingly, the NCSAR Program is a partnership between state and local governments where the State of North Carolina supplements local response capabilities to enhance disaster response capabilities and ensure resources are available to deploy agencies outside of their home jurisdictions to assist other jurisdictions when they are not impacted locally from the same disaster;

WHEREAS, as NCSAR Program contract response teams, GFR and NBFR are governed by the provisions of the NCSAR Program Authority and other applicable laws;

WHEREAS, the NCSAR Program Rules include but are not limited to rules regarding training, equipment, and personnel standards required to operate a contract response team; standards for administration of a contract response team, including procedures for reimbursement of response costs; and procedures for bidding and contracting for SAR team and specialty rescue team missions;

WHEREAS, the NCSAR Program Authority, particularly the NCSAR Program Rules assist to ensure an equitable implementation of the NCSAR Program and establish standards for eligibility, resource types, and response expectations both administratively as well as operationally when responding under the authorities of the NCSAR Program;

WHEREAS, as of the Effective Date of this Agreement GFR and NBFR are the sole contract response team members of Task Force 10, which is the NCSAR Program team assigned to a specific geographic region of the eastern part of the State of North Carolina to be available for providing 24-hour dispatch of NCSAR Program services from the NCEM Operations Center;

WHEREAS, in accordance with the NCSAR Program Authority and within available appropriations, NCEM is required to spend the necessary funds for training, equipment, and other items necessary to support the operations of contract response teams, such as GFR and NBFR and NCEM may also administer any grants of other funds made available for contract response teams, in accordance with applicable rules and regulations approved by the Director of the North Carolina Office of State Budget and Management;

WHEREAS, in accordance with the NCSAR Program Authority, the NCDPS Secretary may contract with any unit or units of local government, including either or both Parties herein, for the provision of a contract response team or teams, such as GFR and/or NBFR, to implement the NCSAR Program and the contracts may agree to provide to a contract response team with support including but not limited to a loan of equipment; reimbursement of personnel costs, including the cost of callback personnel; reimbursement for use of equipment and vehicles owned by the contract response team; replacement of disposable materials and damaged equipment; and training expenses;

WHEREAS, to assist in ensuring preparedness and disaster response capability, the State of North Carolina has provided certain reoccurring funds and designated appropriations to fund the NCSAR Program, to offset some local expenses, enhance local and organic response capability, and to support the operations of the contract response teams;

WHEREAS, participation in the NCSAR Program is completely voluntary for local units of government; does not impact an agency's ability to function independent of any rules governing the NCSAR Program when operating as a resource under the agency's existing authorities and agreements of a federal, state, or local authority having jurisdiction; and accordingly, does not prevent local authority having jurisdictions from maintaining local response fire/rescue and/or SAR capabilities nor responding under their local authorities and mutual aid agreements;

WHEREAS, participation in the NCSAR Program can benefit local response resources through additional access to highly specialized training and equipment and enable participating agencies to support their existing capability to ensure their overall readiness to respond outside of their own jurisdictions to support other local governments who need additional response resources to address an unmet need in a disaster or emergency;

WHEREAS, Greenville, by and through GFR, is a Sponsoring Agency ("SA") as that term is defined by and used in the NCSAR Program Rules;

WHEREAS, as further defined by and used in the NCSAR Program Rules, as an SA, GFR is the Authority Having Jurisdiction (“AHJ”) for the specific geographical area assigned to and designated for Task Force 10;

WHEREAS, New Bern, by and through NBFR, is a Participating Agency (“PA”) as that term is defined by and used in the NCSAR Program Rules;

WHEREAS, the Parties and the heads of GFR and NBFR, in accordance with the rules, policies, or guidelines adopted by each Party’s respective governing body and the provisions of the Overall Enabling Authority, have determined that the general provision of fire/rescue and SAR mutual aid across corporate and jurisdictional lines for temporary or intermittent assistance (“General Mutual Aid and Cooperation” or “GMAC”) and the NCSAR Program-specific provision of fire/rescue and SAR aid implemented by way of the NCSAR Program which may provide assistance across corporate and jurisdictional lines for temporary or intermittent assistance under the NCSAR Program (“NCSAR Program Aid”) will provide mutual benefit to the Parties in the form of increased ability to preserve the safety and welfare of the entire of each city and the area as a whole while enhancing the fire/rescue and SAR capabilities and efficiency within the jurisdictions of the Parties;

WHEREAS, by way of GMAC and NCSAR Program Aid, the Parties do hereby request of and from each other and agree to provide to each other, when and where feasible to do so, temporary assistance concerning fire/rescue and SAR services and to coordinate in the implementation of the NCSAR Program;

WHEREAS, the Parties acknowledge this Agreement mutually benefits each other in the form of enhanced fire/rescue and SAR capabilities and efficiencies; and

WHEREAS, the purpose of this Agreement is to establish the overall understanding and expectations of cooperation between the Parties in both GMAC and NCSAR Program Aid.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINED TERMS

In addition to those terms defined in the NCSAR Program Authority, which are hereby adopted and incorporated by reference and as otherwise herein defined, and regardless of capitalization, the following terms wherever used herein shall have the following meanings:

Personnel. Any fire/rescue and/or SAR employees employed by a Party and assigned to the Party’s herein named agency, whether generally known as personnel, officers, employees, or staff. In full compliance with all NCSAR Program Authority and while On-duty as that term is defined by the NCSAR Program Rules, Personnel may be System Personnel and/or a System

Resource as defined by the NCSAR Program Rules. Personnel may be singular or plural as the context may require.

Local Apparatus. Any fire/rescue and/or SAR vehicles, machinery, equipment, and/or supplies of any nature or kind owned by a Party. In full compliance with all NCSAR Program Authority, Local Apparatus may be a System Resource as defined by the NCSAR Program Rules. Local Apparatus may be singular or plural as the context may require.

State Apparatus. Any fire/rescue and/or SAR vehicles, machinery, equipment, and/or supplies of any nature or kind owned or issued by the State of North Carolina. In full compliance with all NCSAR Program Authority, State Apparatus may be a System Resource as defined by the NCSAR Program Rules. State Apparatus may be singular or plural as the context may require.

ARTICLE II **TERM AND TERMINATION**

1. **Term.** The term of this Agreement shall be for one year and commence on the Effective Date and shall expire at 11:59 p.m. EST on September 30, 2023 (the "Term"), unless this Agreement is earlier terminated pursuant to the terms of this Agreement. The Term of this Agreement may be extended, and thereafter defined as the Term, upon good-faith negotiations and written Agreement by the Parties.

2. **Termination.** This Agreement may be terminated by either Party with or without cause (for convenience) upon 60 days' written notice to all other Party as provided herein. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE III **GENERAL REQUIREMENTS REGARDING ASSISTANCE**

3. **Requests for Assistance.** The Notices section of this Agreement shall govern all requests for assistance for GMAC under this Agreement. Requests for assistance under the NCSAR Program shall be made in accordance with the NCSAR Program Authority.

4. **Scope of Assistance.** Requests for assistance and the provision of assistance for GMAC and/or NCSAR Program Aid under this Agreement and the provisions of the NCSAR Program Authority may include but are not limited to the request, loan, and provision of Personnel, and/or Local Apparatus, and/or State Apparatus. No real property is, or should be, affected by this Agreement, although the Parties may, by separate agreement, use certain designated portions of their respective real properties for training, which may be necessary to advance the goals of this Agreement and/or the mission of fire/rescue service, EMS service, SAR service, and/or the NCSAR Program.

5. **Response to Request.** The agency requested to provide GMAC assistance under this Agreement shall either provide the assistance requested to the requesting agency, if or when reasonably practical to do so, or provide the requesting agency with an explanation as to why the assistance cannot be accommodated. Requested assistance by a Party under the NCSAR Program

shall be governed by the NCSAR Program Authority. If reasonable and practical to do so, at all times, the Parties shall work together to accommodate requests for assistance by informal means.

ARTICLE IV **LOCAL AND STATE APPARATUS**

6. **Local Apparatus.** Local Apparatus may be used in the NCSAR Program activities. Subject to the terms and conditions of this Agreement, when the assisting agency provides any Local Apparatus to the requesting agency, in doing so, the assisting agency hereby agrees to send to the requesting agency and allow the requesting agency to use, and the requesting agency does hereby agree to receive from the assisting agency as part of mutual aid and assistance, certain designated Local Apparatus which shall be further identified on an itemized document contemporaneously provided by the assisting agency to the requesting agency defining and identifying the apparatus as follows (as may be applicable) and also providing to the requesting agency photographs and/or inspection forms or reports to be attached to the document or made a part thereof (as may be applicable): type of apparatus, year of manufacture, make, model, registration number, serial number, vehicle identification number, asset number, property description, and other identifying description, features, characteristics, marks, or numbers.

7. **State Apparatus.** Subject to any laws, rules, and regulations governing same or limiting the sharing or use of same, State Apparatus may be used in the same manner and under the same obligations and conditions herein stated applicable to Local Apparatus to accomplish any fire/rescue and/or SAR missions under this Agreement.

8. **Ownership of the Local Apparatus.** The Parties understand and agree that at all times during the Agreement term the Local Apparatus, shall be owned by assisting agency. Pursuant to this Agreement, the Parties will have use, access, supervision, and responsibilities as outlined and as further specifically set out in this Agreement.

9. **Exclusions; Return to Assisting Agency.** The requesting agency shall have exclusive usage of the Local Apparatus once provided by the assisting agency unless the assisting agency may be required to use same as needed. If during the term of this Agreement, the assisting agency requires the use of the Local Apparatus, the assisting agency will immediately notify the requesting agency of its need to use the Local Apparatus. In such cases of immediate need by the assisting agency, and upon either the expiration of the Term of this Agreement or termination of this Agreement, the requesting agency shall immediately make the Local Apparatus available for return to the assisting agency and ensure that all fuel, air, oil, fluids, etc. (as may be applicable to the specific piece of equipment or vehicle) are full and that the Local Apparatus and all equipment thereon is clean, operating properly, and fully ready for use.

10. **Permitted Use of the Local Apparatus.** This Agreement permits the requesting agency with the temporary use of the Local Apparatus at issue for the sole purpose of providing fire/rescue and/or SAR services as may be necessary within the territorial limits which the requesting agency normally serves. The requesting agency will only use the Local Apparatus as may be required for fire/rescue and/or SAR operations. The requesting agency shall make no other use of the Local Apparatus without the prior written consent of the assisting agency.

11. **Costs, Cleaning, and Maintenance.** The requesting agency shall be responsible for the safe and secure storage and operation of all Local Apparatus provided to it by the assisting agency under this Agreement and the requesting agency receiving the Local Apparatus shall be responsible, at its sole expense, for all costs associated with the use of the Local Apparatus, including but not limited to fuel, maintenance, cleaning, and any other expense associated with the Local Apparatus or use of the Local Apparatus and all equipment supplied by the assisting agency pursuant to this Agreement and included in and upon the Local Apparatus. The requesting agency shall ensure that the Local Apparatus is cleaned and maintained in good and proper working order at all times in accordance with industry and operational standards. Failure to do so shall be grounds for termination of this Agreement. If any tire (as applicable), equipment, or parts damage occurs, if any replacement of said items may be necessary, or if any maintenance may be required to the Local Apparatus, including any communications equipment reprogramming, the requesting agency shall immediately notify the assisting agency of the issue in accordance with this Agreement and shall allow reasonable time for the assisting agency to have access to the Local Apparatus to provide the maintenance and repairs as needed and/or as designated by the assisting agency. Any repair, replacement, maintenance, or communications equipment reprogramming must first and prior to same be approved by the assisting agency in writing.

12. **Licensed, Trained, and Certified Employees Only.** No one is permitted to drive the Local Apparatus if the Local Apparatus is a vehicle, ride upon the Apparatus, use, or operate in any form the Local Apparatus or any equipment on or upon the Local Apparatus unless the person is an employee of the requesting agency who is a Party to this Agreement and has and maintains all current licenses, trainings, and certifications necessary to drive or otherwise use or operate the Local Apparatus, ride thereon, or operate the equipment thereon. All use and operation of the Local Apparatus by the requesting agency shall be in accordance with all customary practices and industry standards. There shall be no operation or use in any form of the Local Apparatus by any third-party.

13. **Daily Activities Report.** The Parties understand and agree that the Local Apparatus may be actively used by the requesting agency. Beginning with the receipt of the Local Apparatus by the requesting agency and continuing until such time as the Local Apparatus is returned to the assisting agency and accepted by the assisting agency, the requesting agency shall prepare, keep, and maintain a daily chronological log and written summary report of each and every activity conducted using the Local Apparatus ("Daily Activities Report"). Within three (3) days of a written notice from the assisting agency to the requesting agency requesting a copy of the Daily Activities Report, the requesting agency shall provide to the assisting agency a copy of the Daily Activities Report.

14. **Signage.** The requesting agency may install identifying signage on portions of the Local Apparatus (as may be applicable) with the prior written approval by the assisting agency of the content, size, location, and installation method.

15. **Management.** The requesting agency agrees to provide adequate supervisory personnel, employed by the requesting agency who is a Party to this Agreement, to supervise the use of the Local Apparatus and compliance with this Agreement.

16. **Training.** The requesting agency agrees to require, at its sole cost and expense, its personnel who will be using the Local Apparatus to attend all training sessions hosted or facilitated by the manufacturer of the Local Apparatus (the "Manufacturer") or the assisting agency to the extent the assisting agency requires its equivalent personnel to attend the same. In the event the assisting agency reasonably determines that the requesting agency's personnel require remedial or additional training on the use of the Local Apparatus or any equipment located thereon, to require, at the requesting agency's cost and expense, its personnel to attend such training. The foregoing notwithstanding, in the event the requesting agency objects to the assisting agency's requiring such remedial or additional training, the requesting agency may give the assisting agency notice thereof, and the Parties shall seek to resolve their differences in good faith and by informal means.

17. **Security Protocols.** The requesting agency shall require its personnel to strictly adhere to the security protocols established by the assisting agency regarding access and use of the Local Apparatus and any equipment located thereon.

18. **Acceptance, Right of Access and Entry, Repairs, and Maintenance.** If provided by the assisting agency, the requesting agency agrees to accept the Local Apparatus in its current condition. The requesting agency will be able to secure and restrict access to the Local Apparatus when not in use for the requesting agency's required fire/rescue and/or SAR needs. Notwithstanding the foregoing, the assisting agency, including but not limited to its officials (elected and nonelected), officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Local Apparatus at any time without notice to the requesting agency for the purposes of inspection, to examine the condition thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Local Apparatus which the assisting agency, in its sole discretion, determines to make or for any other purpose which the assisting agency deems appropriate as it relates to the Local Apparatus and equipment therein and thereon.

19. **Alterations and Improvements.** No alterations or improvements shall be made by the requesting agency to the Local Apparatus or any equipment thereon without the prior written consent of the assisting agency.

20. **Surrender Need by Assisting Agency, Termination, or End of Term.** Upon the assisting agency's immediate need for the Local Apparatus, the termination of this Agreement for any reason, or the end of the Term of the Agreement, the requesting agency shall yield and deliver peaceably to the assisting agency possession of the Local Apparatus and any alterations, additions, and improvements made by the requesting agency thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

21. **Liens.** The requesting agency agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the Local Apparatus or upon the right, title, or interest of the requesting agency created by this Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the requesting agency and in any

event the requesting agency will protect, indemnify, and save harmless the assisting agency from and in respect of any and all such claims.

ARTICLE V **EMPLOYMENT AND PERSONNEL**

22. **Authority of Personnel from the Assisting Agency.** During the period that this Agreement is in force and effect, all Personnel temporarily assigned to the requesting agency from the assisting agency during GMAC shall have and be vested with the same jurisdiction, powers, rights, authority, benefits, privileges, and immunities that they would have in responding to calls for service inside the territorial limits normally served by the assisting agency. Such authority shall apply only to those situations, incidents, and matters which are the subject of this Agreement and so long as each individual Personnel is acting with the course and scope of his or her duties pursuant to this Agreement. Nothing in this Agreement shall be construed or interpreted as to limit or reduce either GFR's or NBFR's jurisdiction or any statutory or common law authority conferred by the statutes of the State of North Carolina. Further, nothing in this Agreement shall be interpreted or construed so as to limit, waive, or in any way reduce any immunities, defenses, or sovereignty of a Party or to waive, reduce, or limit the immunities, defenses, or privileges of any officers, employees, or staff participating pursuant to and under the terms and conditions of this Agreement.

23. **Command and Supervision.** While operating with the requesting agency and providing assistance pursuant to this Agreement, Personnel from the assisting agency shall be subject to the lawful operational command of the assigned supervisor of the requesting agency and shall operate under the direction of said supervisor from the requesting agency. At all times, for personnel and administrative purposes, including the payment of salaries, wages, bonuses, and other compensation, Personnel from an assisting agency shall remain under the control and authority of the assisting agency. This includes but is not limited to compensation, workers' compensation, and all other benefits ordinarily provided by the assisting agency.

24. **Liability for Compensable Injury to or Death of Personnel.** In addition to any liability which may be attributed to any third-party, for purposes of workers' compensation coverage, each Party will assume all liability and responsibility for the compensable injury to or death of any of its Personnel responding to or engaged in any GMAC request for assistance. Neither Party will assume any liability or responsibility for the injury to or death of any Personnel of the other Party.

25. **Liability when Responding to a Request.** Each Party will assume all liability and responsibility for damage to its own supplies, materials, or equipment when responding to a request for assistance. The assisting agency will not assume any liability or responsibility for damage to the supplies, materials, or equipment of the requesting agency.

26. **Liability to Third-Parties When Responding to a Request.** The requesting agency will assume all liability and responsibility and the assisting agency will bear no liability or responsibility for death, personal injury, or property damage suffered by third persons as a result of actions taken by Personnel of the assisting agency when responding to a request for assistance.

27. **Written Report of Work Performed.** The supervisor of the division or unit of the requesting agency to which the assisting agency's Personnel is temporarily assigned shall provide a written report to the head of the assisting agency summarizing the hours worked and the assignments performed by the assigned assisting agency's Personnel.

28. **Uniforms and Equipment.** All Personnel from the assisting agency shall assigned to the requesting agency under this Agreement shall report to duty with the requesting agency with the necessary uniforms and equipment that have been issued by the assisting agency. The requesting agency shall supply the Personnel from the assisting agency with any and all additional equipment, supplies, and/or support personnel reasonably necessary to perform all duties requested by the requesting agency.

29. **Disciplinary Actions.** Disciplinary actions arising out of the temporary assignment of Personnel from the assisting agency provided under this Agreement shall remain the sole responsibility of the assisting agency. The supervisor of the requesting agency in charge of the division or unit to which Personnel from the assisting agency has been temporarily assigned pursuant to this Agreement, may at any time relieve any such Personnel from the assisting agency from any or all duties and shall immediately forward a written statement to the head of the assisting agency or designee stating the reason for such action.

30. **Release of Sensitive Information; Interaction with Media.** Personnel shall not release any Sensitive Information, as that term is defined by the NCSAR Program Rules, to the public or media during any operations under the authority of this Agreement without the consent of the local, state, or federal authority having jurisdiction consistent with the Chapter 132 of the North Carolina General Statutes. Only the designated persons of the requesting agency shall provide information releases or conduct interviews with the media in accordance with the policies and procedures of the requesting agency. At no time will Personnel from the assisting agency make any comments to any media representative without receiving permission from both the head of the requesting agency and from the head of the assisting agency.

ARTICLE VI **INSURANCE**

31. During a GMAC event, the requesting agency agrees to secure, carry, and maintain at its expense, insurance coverage with an A.M. Best Rating of A-VII or better during the time it is using the Local Apparatus pursuant to this Agreement. The assisting agency shall be named as an additional insured.

32. All insurance companies must be admitted to do business in North Carolina and be acceptable to the assisting agency's safety/risk manager. If the insurance company(s) is/are a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the assisting agency's safety/risk manager for approval before commencing work. The requesting agency shall be required to provide the assisting agency no less than 10 days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

33. A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

34. The assisting agency's review or acceptance of Certificates of Insurance shall not relieve the requesting agency of any requirement to provide the specific insurance coverages set forth in the Agreement nor shall the assisting agency's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

35. The requesting agency agrees to purchase at its own expense insurance coverages on the Apparatus to satisfy the following minimum requirements—a certificate reflecting the following minimum coverages shall accompany this Agreement:

A. **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the assisting agency's safety/risk manager. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The assisting agency must be added as an Additional Insured to the Commercial General Liability policy.

B. **Workers' Compensation Insurance:**

The requesting agency shall furnish a Certificate of Insurance for Workers' Compensation for all employees of the requesting agency who may or will be using the Apparatus subject to the North Carolina Workers' Compensation Act. All employees of the requesting agency shall not be considered an employee of assisting agency, but an employee of the requesting agency.

Limits:

Workers' Compensation: Statutory for the State of North Carolina

Employers Liability:

Bodily Injury by Accident	\$1,000,000 each accident.
Bodily Injury by Disease	\$1,000,000 policy limit.
Bodily Injury by Disease	\$1,000,000 each employee.

Workers' Compensation must include all employees.

C. **Requesting Agency's Personal Property:** The assisting agency will not be responsible for any of the requesting agency's property provided, stored, destroyed, or damaged related in any way to this Agreement. The requesting agency shall bear the risk of loss for all of its property associated with the storage or use of the Apparatus.

D. **Cyber:** The assisting agency will not be responsible for providing the requested agency any cyber security or related coverage.

E. **Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

The assisting agency must be added as an Additional Insured on the Commercial Auto Liability policy.

F. **Crime:** The assisting agency will not be held responsible for any theft, embezzlement, fraud, dishonesty, robbery, disappearance, destruction, or losses related to the storage or use of the Apparatus. The requesting agency shall obtain adequate commercial crime insurance coverage.

ARTICLE VII
DISCLAIMER

36. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD BY THE REQUESTING AGENCY AND THE PARTY HAVING THE REQUESTING AGENCY THAT THE ASSISTING AGENCY AND THE PARTY HAVING THE ASSISTING AGENCY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE LOCAL APPARATUS OR STATE APPARATUS. ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM OR RELATING TO A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED AND DISCLAIMED. THE PARTY HAVING THE ASSISTING AGENCY SHALL HAVE NO LIABILITY FOR DAMAGES RELATING TO ANY ALLEGED DEFECT IN THE APPARATUS. BY EXECUTING THIS AGREEMENT, THE PARTY HAVING THE REQUESTING AGENCY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE PARTY HAVING THE ASSISTING AGENCY IN CONNECTION THEREWITH.

ARTICLE VIII
HOLD HARMLESS AND INDEMNIFICATION

37. The Party having the requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned Personnel from the assisting agency, when acting within the course and scope of the temporarily assigned individual(s) assignment including but not limited to real or personal property or injury including death caused by the use or misuse of any Local Apparatus or State Apparatus, and further agrees to hold harmless and indemnify the Party having the assisting agency for and damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment. The Party having the requesting agency shall indemnify and hold harmless the Party having the assisting agency from and against any liability arising from such laws or regulations caused by the requesting agency's storage, maintenance, or use of the Local Apparatus or State Apparatus or failure to act as herein stated. Furthermore, to the fullest extent permitted by law, the Party having the requesting agency shall indemnify, defend, and hold harmless the Party having the assisting agency and its officers (elected and non-elected), employees, agents, representatives, consultants, and assigns ("Assisting Agency Parties") from and against any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, and charges, costs, and expenses, including without limitation reasonable attorneys' fees, and (collectively, a "Claim" or "Claims"), that arise from, or are in any way related to, the requesting agency's storage, maintenance, or use of the Apparatus or obligations of the requesting agency as described herein, including, without limitation, Claims by persons alleging negligence, gross negligence, or actions arising under 42 U.S.C. § 1983, or any other acts or omissions of the Party having the requesting agency and/or its officers (elected and/or non-elected) employees, agents, representatives, consultants and/or assigns. Further, to the fullest extent permitted by law, the Party having the requesting agency hereby agrees to defend, indemnify, and hold harmless any and all Assisting Agency Parties from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and liabilities arising or related in any way to the Party having the requesting agency's breach of any representation, warranty, covenant, or agreement contained herein. The indemnification set forth herein shall in all cases exclude the willful misconduct of the Party having the assisting agency or any of the Assisting Agency Parties. Furthermore, the Party having the requesting agency holds the Party having the assisting agency harmless and indemnifies the Party having the assisting agency from any and all breaches, fines, or penalties, ransomware, or any other first or third-party claims that arise out of the storage, maintenance, or use of the Apparatus.

38. **Waiver of Subrogation:** The Party having the requesting agency waives its right of recovery against the Party having the assisting agency for damage to real or personal property caused by any peril of loss.

39. **Notification of Claims.** Each Party agrees to notify the other Party as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement. Further, the notified Party shall have the right to investigate such incident or occurrence, and the notifying Party will cooperate in this investigation to the fullest extent permitted by applicable state or federal law.

ARTICLE IX
NOTICES

40. **Notices for Activation of GMAC Requests for Assistance.** When temporary GMAC assistance is needed pursuant to this Agreement, the head of the requesting agency shall notify the head of the assisting agency of the need for such assistance, in writing, whenever feasible. In the event, a request is not feasible to do so, this Agreement shall act as the writing to satisfy this requirement. An electronic transmission, such as an email or facsimile, containing a request also shall constitute writing under this Agreement. Where a written request is not feasible as the result of an emergency, a written request will be made as soon as practical as a confirmation of oral request. In an emergency situation, a request for assistance may be made in-person, by telephone, radio, or other oral means of communication. The head of each agency shall designate a designee who will have authority to request and approve temporary assistance in the absence or incapacity of the head of the signatory agency.

For Greenville:

Brock Davenport
Interim Fire/Rescue Chief
City of Greenville
(Mailing) Post Office Box 7207
Greenville, NC 27835
(Physical) 500 South Greene Street
Greenville, NC 27858
Telephone: (252) 329-4404
Facsimile: (252) 329-4374
Email: bdavenport@greenvillenc.gov

For New Bern:

Robert M. Boyd
Fire-Rescue Chief
City of New Bern
(Mailing) Post Office Box 1129
New Bern, NC 28563
(Physical) 1401 Neuse Boulevard
New Bern, NC 28560
Telephone: (252) 639-2930
Facsimile: (252) 636-1084
Email: boydr@newbernnc.gov

41. **All Other Notices.** Unless otherwise specified herein, all notices required or described herein, including all official written notices, shall be deemed to have been duly served to the individuals and addresses as listed herein if: 1) emailed or faxed and mailed via regular U.S. First-Class Mail, postage prepaid; 2) delivered in person (hand-delivery); 3) sent by Certified Mail Restricted Delivery, postage prepaid; 4) sent by overnight courier service (with all fees prepaid) of national reputation; or 5) otherwise provided by method which either Party may hereafter designate for itself in writing.

For Greenville:

Brock Davenport
Interim Fire/Rescue Chief
City of Greenville
(Mailing) Post Office Box 7207
Greenville, NC 27835-7207
(Physical) 500 South Greene Street
Greenville, NC 27858
Telephone: (252) 329-4404
Facsimile: (252) 329-4374
Email: bdavenport@greenvillenc.gov

For New Bern:

Robert M. Boyd
Fire-Rescue Chief
City of New Bern
(Mailing) Post Office Box 1129
New Bern, NC 28563-1129
(Physical) 1401 Neuse Boulevard
New Bern, NC 28560
Telephone: (252) 639-2930
Facsimile: (252) 636-1084
Email: boydr@newbernnc.gov

With a Copy To:

Emanuel D. McGirt
City Attorney
City of Greenville
City Attorney's Office
(Mailing) Post Office Box 7207
Greenville, NC 27835-7207
(Physical) 200 West Fifth Street
Greenville, NC 27858
Telephone: (252) 329-4426
Facsimile: (252) 329-4626
Email: emcgirt@greenvillenc.gov

With a Copy To:

Michael Scott Davis
City Attorney
City of New Bern
Davis Hartman Wright, LLP
(Mailing) 209 Pollock Street
New Bern, NC 28560
(Physical) 209 Pollock Street
New Bern, NC 28560
Telephone: (252) 514-2828; (252) 262-7056
Facsimile: (252) 514-9878
Email: msd@dhwlegal.com

42. **Changes in Contact Information.** If either Party hereto changes its address or other contact information for purposes of this Agreement, the Party so changing shall give the other Party appropriate written notice of change of address in the manner specified above.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

43. As contract response teams, each agency, GFR and NBF, shall comply with all provisions of the NCSAR Program Authority, including all regulations and policies implementing or governing the agency's participation in the NCSAR Program. The requesting agency shall store, maintain, and use the Local Apparatus in a reasonable and orderly manner in full compliance with all policies, regulations, rules, and practices of both the requesting agency and assisting agency and with all applicable federal, state, and local laws and ordinances governing the use of the Local Apparatus and State Apparatus.

ARTICLE X
NCSAR PROGRAM SPECIFIC REQUIREMENTS

44. **Additional Compliance Obligations.** In addition to the compliance provisions of this Agreement, during the Term of this Agreement, GFR shall maintain its status as an SA and NBF shall maintain its status as a PA in compliance with the NCSAR Program Authority. Furthermore, when Personnel from either or both of the Parties are On-duty, deployed, or otherwise functioning or operational under the NCSAR Program Authority, the resources shall operate in accordance with all standards and requirements of NCSAR Program as designated and defined by the NCSAR Program Authority.

45. **Central Receipt of Allocated NCSAR Program Funds.** It is understood by the Parties that the State of North Carolina has allocated and may continue to allocate funds to the NCSAR Program participants, such as GFR and NBF, which are the sole Task Force 10 contract response team participants, to support and maintain the readiness of the individual contract response teams, cover program costs, associated with NCSAR Program-related training, equipment, and/or personnel, and otherwise to maintain the quality and readiness of both the GFR

and NBFR contract response teams with NCEM (“NCSAR Program Funds”). To ensure efficiency, centralization, and the unnecessary duplication of resources, it is understood and agreed by the Parties that under the NCSAR Program, as the SA and on behalf of Task Force 10 and each contract response team included therein, when said funds are allocated and dispersed, GFR will receive the total State allocation of all NCSAR Program Funds when allocated. The NCSAR Program Funds are to be separately maintained by Greenville under the authority and direction of the Director of the Greenville Financial Services Department and will be subject to the NCSAR Program Authority, all agreements with NCEM, other applicable laws, and the reimbursement provisions herein stated.

46. **Central Reimbursement of Allocated NCSAR Program Funds.** So as to enable reimbursement of actual eligible training, equipment, and personnel costs associated with maintaining an effective and ready contract response team, both GFR and NBFR are authorized to receive from the Director of the Greenville Financial Services Department reimbursement from the State appropriated NCSAR Program Funds for qualifying expenses covered under the NCSAR Program. The Parties shall work together and in cooperation with NCEM to develop accounting and reimbursement forms in formats agreed to by the Parties so as to adequately document the resources used and the costs associated with same and comply with the reimbursement requirements of the NCSAR Program, all NCSAR Program Authority, and all auditing requirements as may be applicable. Copies of budgets and expenses shall be freely shared between the Parties as needed to effect this Agreement and the requirements of the NCSAR Program. Reimbursed funds shall go directly to cover actual program costs and be utilized by the agency’s contract response team. The Parties herein shall each maintain all records of any program spending and shall not commingle funds or use program funding for any other purpose other than maintaining or building SAR capability. Commensurate and proportional to the makeup of Task Force 10, wherein approximately 55% of its members are from GFR and 45% of its members are from NBFR, in no event shall the reimbursement provided to GFR exceed 55% of the allocated NCSAR Program Funds received and in no event shall the reimbursement provided to NBFR exceed 45% of the of the allocated NCSAR Program Funds received. The percentages are subject to change and the Parties will work together to modify this Agreement should the need to adjust the percentages arise.

47. **Audits.** The Parties agree to share all reports as may be necessary to comply with the auditing requirements of the NCSAR Program Authority and other applicable law.

48. **State Apparatus.** It is understood that certain State Apparatus will be issued, loaned, distributed, housed, and/or otherwise located with and under the care, custody, and control of either or both GFR and NBFR for purposes of readiness and deployment under the NCSAR Program and for use by the Parties as may be necessary. The Parties will work together to assign and distribute State Apparatus as may be requested and required based upon actual and projected needs.

49. **Cooperation to Sponsoring or Bidding Agency or Entity in the North Carolina Search and Rescue Program.** In addition to other cooperation and mutual aid as herein defined, this Agreement shall serve as the cooperative agreement required for purposes of compliance with the NCSAR Program Authority. If a Party is a bidding entity under the NCSAR Program Authority’s bidding process and requests a letter of support from the other Party as may be required

for NCSAR Program participation and funding, the other Party shall make reasonable and prompt effort to support the Party that is a bidding entity and promptly provide a letter of support in a form or format that may be required, said letter of support shall not be unreasonably withheld.

ARTICLE XI **GENERAL TERMS**

50. **Evaluation of Agreement.** The Parties agree that they shall periodically evaluate this Agreement and make appropriate modifications to this Agreement in accordance with the modifications provision herein stated.

51. **Force Majeure.** If the Apparatus is rendered unsuitable for use or is destroyed by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of the Parties, the Parties are released from their obligations under this Agreement.

52. **Assignment and Subletting.** This Agreement is personal and the requesting agency shall not assign or transfer this Agreement or any privileges granted hereunder, nor lease or sublet the Apparatus or any portion or part of the Apparatus, nor allow any other person, group, or entity to use the Apparatus during the Term of this Agreement without the prior written consent of the assisting agency.

53. **No Third-Party Benefits.** The Parties do not intend by this Agreement to confer any rights, privileges, or benefits arising out of this Agreement on or to any other persons or entities not signatories to this Agreement.

54. **Relationship of the Parties.** The Party having the requesting agency and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with the Party having the assisting agency with respect to the subject matter of this Agreement.

55. **E-Verify Requirements:** The Parties to this Agreement shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if either Party utilizes a subcontractor, that Party shall require each said subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Both Parties represent that they and their subcontractors that may exist are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

56. **No Waiver.** The waiver by the assisting agency of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of the assisting agency to insist upon the requesting agency's performance in strict accordance with the terms of this Agreement.

57. **Governing Law and Forum; Service of Process.** This Agreement and the rights and obligations of the Parties hereto shall be deemed made in Pitt County, North Carolina and shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.

58. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

59. **No Property Right.** Under no circumstances shall this Agreement be construed as granting to the Party having the requesting agency any right, title, or interest of any kind in the Apparatus or any property of the Party having the assisting agency.

60. **Nondiscrimination.** Each Party agrees to perform its duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, race, color, national origin, religion, sex, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.

61. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

62. **Entire Agreement; Other Mutual Aid Agreements.** This Agreement, including all attachments hereto (if applicable), contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. This Agreement is the only agreement between the Parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the Parties hereto with respect to the subject matter thereof. Participation in the NCSAR Program shall not limit or supersede either Party's local authorities, responsibilities, or agreements when deploying under those authorities or agreements. This Agreement shall not limit, prohibit, or in any way restrict any other existing mutual aid agreement that may involve one or both of the Parties to this Agreement and another governmental body or agency or the ability of one or both of the Parties to this Agreement from entering into any other mutual aid agreement with any other governmental body or agency, which said other mutual aid agreement may also include the other Party to this Agreement.

63. **Modifications to Agreement.** All changes, amendments, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

64. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and permitted assigns.

65. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

66. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated by the signatures of their authorized representatives and by the act of requesting assistance, the requesting agency agrees to comply with all of the terms and conditions enumerated in this Agreement for the furnishing of assistance by the assisting agency.

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[Signatures Begin on Next Page]

CITY OF GREENVILLE

By: P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

GREENVILLE FIRE/RESCUE

By: Brock Davenport, Interim Chief

APPROVED AS TO FORM:

BY: Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Date:

Account Number

Project Code (if applicable)

[Signatures Continue on Next Page]

CITY OF NEW BERN

By: Jeffrey T. Odham, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

NEW BERN FIRE-RESCUE

By: Robert M. Boyd, Chief

APPROVED AS TO FORM:

BY: Michael Scott Davis, City Attorney

PRE-AUDIT CERTIFICATION:

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

Kim Ostrom, Director of Finance Date:

Account Number

Project Code (if applicable)

[End of Document]

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance Amending Sections 15-416, 15-417, and 15-423(d) of the Land Use Ordinance.

Date of Meeting: 8/8/2023	Ward # if applicable: Ward 1 (Historic District)
Department: Development Services	Person Submitting Item: Jessica F. Rhue, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 8/8/2023

Explanation of Item:	This item corrects a single-digit typographical error in Section 15-423(d) "Quasi-judicial procedures." In addition, these text amendments replace language that previously existed before modifications were done to accommodate NCGS160D and were inadvertently left out. The proposed replacement also modifies the standard for determining a front yard setback in the Historic District.
Actions Needed by Board:	Adopt Ordinance
Backup Attached:	Memo, Ordinance, Proposed text amendments with revisions, Planning and Zoning Board consistency statements.
Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> 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:



MEMORANDUM

TO: Mayor Jeffrey Odham, City of New Bern Board of Aldermen
FROM: Jessica F. Rhue, Director Development Services
DATE: July 28, 2023
SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance Amending Sections 15-416, 15-417, and 15- 423(d) of the Land Use Ordinance.

The Board is requested to Conduct a Public Hearing to take place on August 8, 2023, on a text amendment to Appendix A Land Use of the New Bern Code of Ordinances, Article XXI New Bern Historic District.

On December 13, 2022, the Board of Aldermen adopted a text amendment that was crafted to conform with updated state planning statutes. Two sections of this article of the Land Use Ordinance, Sections 15-416 and 15-417, were inadvertently removed when that change was made, and the proposed amendment would restore the two missing sections. Additionally, the proposed amendment corrects an inadvertent error in Section 15-423(d) of this code that references "170D" but should reference "160D of the NC General Statutes."

In the process of restoring the inadvertently removed sections, this text amendment also proposes to modify the previous version of Section 15-416. This is the section related to the front setback for buildings in the historic district. Historically this setback has been confusing with a complicated calculation. The proposed Section 15-416 would simply this calculation for a more practical application. These revisions are included in the backup information.

The City of New Bern Historic Preservation Commission (HPC) discussed and unanimously recommended approval of this text amendment at their June 21, 2023, meeting.

The City of New Bern Planning & Zoning Board discussed and unanimously recommended approval of this text amendment at their July 5, 2023, meeting. The proposed amendment was found to be consistent with the City of New Bern 2010 Regional Land Use plan and the 2022 City of New Bern Land Use Plan Update.

Please contact Matt Schelly at (252) 639-7583 or schellym@newbernnnc.gov should you have questions or need additional information.

AN ORDINANCE TO AMEND ARTICLE XXI. "NEW BERN HISTORIC DISTRICT" OF APPENDIX A "LAND USE" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Board of Aldermen Notice of Public Hearing was published in accordance with G.S. 160D-601 in the Sun Journal, a local newspaper, once a week for two (2) successive weeks, said notice having been published the first time not less than ten (10) days nor more than twenty-five (25) days prior to the date of such hearing; and

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

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

WHEREAS, in accordance with the provisions of the North Carolina General Statute 160D-605, the Board of Aldermen does hereby find and determine that the adoption of the ordinance is consistent with the adopted land use plan and other city plans, and that the adoption of the ordinance is reasonable and in the public interest due to its consistency with the land use plan and other city plans, and as a result, its furtherance of the goals and objectives of the land use plan; and

WHEREAS, the said public meeting was actually conducted at 6:00 p.m. on August 8, 2023, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments; and

WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revisions to Article XXI. "New Bern Historic District" of Appendix A "Land Use" of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Article XXI. "New Bern Historic District" of Appendix A "Land Use" of the Code of Ordinance of the City of New Bern be and the same is hereby amended by adding Section 15-416. "Required conformity to dimensional regulations; exceptions." as follows:

“Section 15-416. Required conformity to dimensional regulations; exceptions.

Buildings and structures within the historic district shall observe the dimensional and other regulations of the city’s zoning ordinances, except as follows:

- (a) Front yard setbacks shall be within a zone established by the minimum and maximum setbacks of the existing structures on both sides of the block under consideration as of the date of the application for a certificate of appropriateness.
- (b) The minimum side yard setback shall be:
 - (1) For residential uses, five feet, or less as provided in section 15-123; or
 - (2) For all other uses, the applicable side yards shall be those prescribed by the city zoning ordinance for that particular zoning classification.
- (c) Rear yard. Rear yards will be the resultant ground remaining from setback, side yard, and lot coverage requirements, but shall be no less than six feet in depth.
- (d) Lot coverage. Lot coverage for residential uses shall not exceed 60 percent of the total lot area.
- (e) All setbacks, lot coverage ratios and other zoning requirements specific to an application for a certificate of appropriateness shall be determined by the zoning administrator or his designee, and provided to the commission prior to the consideration of a certificate of appropriateness as a written opinion of the zoning administrator.”

SECTION 2. That Article XXI. “New Bern Historic District” of Appendix A “Land Use” of the Code of Ordinance of the City of New Bern be and the same is hereby amended by adding Section 15-417. “Off-street parking.” as follows:

“Section 15-417. Off-street parking.

Where the commission, in considering an application for a certificate of appropriateness, shall find that the number of off-street parking spaces required by the zoning regulations for a building or structure for which a building permit is requested would render the building incongruous with the historic aspects of the district, it shall recommend to the board of adjustment a waiver, in part or in whole, of off-street parking requirements. The board of adjustment may authorize a lesser number of off-street parking spaces, provided:

- (1) The board finds that the lesser number of off-street parking spaces will not create problems due to increased on-street parking; and
- (2) No threat to public safety is thereby created.”

SECTION 3. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS 8th DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



NEW BERN

CITY OF NEW BERN

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

CONSISTENCY STATEMENT

Case: Sections 15-416 & 15-417 amendments.

Whereas, the City of New Bern Planning and Zoning Board has reviewed potential modifications to Sections 15-416 & 15-417 and finds the proposed changes to be consistent with the 2022 Land Use Plan Update and 2010 Land Use Plan;

NOW, THEREFORE BE IT RESOLVED, by the City of New Bern Planning and Zoning Board that the proposed zoning ordinance text amendments and presented documentation are found to be consistent with the City's 2022 Land Use Plan Update and 2010 Land Use Plan; and are determined to be reasonable and in the public interest.

Adopted this the 5th day of July, 2023

Brad Jefferson, Chairman

Seth Laughlin, Secretary to the Board



NEW BERN

CITY OF NEW BERN

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

CONSISTENCY STATEMENT

Case: Sections 15-423(d) amendment.

Whereas, the City of New Bern Planning and Zoning Board has reviewed potential modifications to Section 15-423(d) and finds the proposed changes to be consistent with the 2022 Land Use Plan Update and 2010 Land Use Plan;

NOW, THEREFORE BE IT RESOLVED, by the City of New Bern Planning and Zoning Board that the proposed zoning ordinance text amendment and presented documentation are found to be consistent with the City's 2022 Land Use Plan Update and 2010 Land Use Plan; and are determined to be reasonable and in the public interest.

Adopted this the 5th day of July, 2023

Brad Jefferson, Chairman

Seth Laughlin, Secretary to the Board

AN ORDINANCE TO AMEND ARTICLE XXI. “NEW BERN HISTORIC DISTRICT” OF APPENDIX A “LAND USE” OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Board of Aldermen Notice of Public Hearing was published in accordance with G.S. 160D-601 in the Sun Journal, a local newspaper, once a week for two (2) successive weeks, said notice having been published the first time not less than ten (10) days nor more than twenty-five (25) days prior to the date of such hearing; and

WHEREAS, the Planning and Zoning Board of the City of New Bern unanimously recommends that certain amendments be made to Article XXI. “New Bern Historic District” of Appendix A “Land Use” of the Code of Ordinances of the City of New Bern; and

WHEREAS, the Historic Preservation Commission and the City’s development services staff further recommends approval of said proposed amendments; and

WHEREAS, in accordance with the provisions of the North Carolina General Statute 160D-605, the Board of Aldermen does hereby find and determine that the adoption of ordinance is consistent with the adopted land use plan and other city plans, and that the adoption of the ordinance is reasonable and in the public interest due to its consistency with the land use plan and other city plans, and as a result, its furtherance of the goals and objectives of the land use plan; and

WHEREAS, the said public meeting was actually conducted at 6:00 p.m. on _____, 2023, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments; and

WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revisions to Article XXI. “New Bern Historic District” of Appendix A “Land Use” of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Article XXI. “New Bern Historic District” of Appendix A “Land Use” of the Code of Ordinance of the City of New Bern be and the same is hereby amended by adding Section 15-416. “Required conformity to dimensional regulations; exceptions.” as follows:

“Section 15-416. Required conformity to dimensional regulations; exceptions.

Buildings and structures within the historic district shall observe the dimensional and other regulations of the city’s zoning ordinances, except as follows:

- (a) Front yard setbacks shall be within a zone established by the minimum and maximum setbacks of the existing ~~contributing~~ structures on ~~the same side~~ **both sides** of the block under consideration as of the date of the application for a certificate of appropriateness. ~~Where less than three contributing structures are situate on the same side of the block under construction, the applicable front setback shall be the zone established by the minimum and maximum setbacks of the existing contributing structures on the same side of the street of the nearest adjoining blocks within the same zoning district where three contributing structures are situate. If only one adjoining block lies within the same zoning district as the property under construction, or if only one adjoining block has three contributing structures, only such adjoining block shall be used to determine the minimum and maximum setbacks of the existing contributing structures. If there are no qualifying adjoining blocks, the front yard setbacks shall be within a zone established by the minimum and maximum setbacks of the existing contributing structures across the street of the block under construction as of the date of the application for a certificate of appropriateness, and if there are less than three contributing structures across the street, then all structures across the street shall be considered.~~
- (b) The minimum side yard setback shall be:
- (1) For residential uses, five feet, or less as provided in section 15-123; or
 - (2) For all other uses, the applicable side yards shall be those prescribed by the city zoning ordinance for that particular zoning classification.
- (c) Rear yard. Rear yards will be the resultant ground remaining from setback, side yard, and lot coverage requirements, but shall be no less than six feet in depth.
- (d) Lot coverage. Lot coverage for residential uses shall not exceed 60 percent of the total lot area.
- (e) All setbacks, lot coverage ratios and other zoning requirements specific to an application for a certificate of appropriateness shall be determined by the zoning administrator or his designee, and provided to the commission prior to the consideration of a certificate of appropriateness as a written opinion of the zoning administrator.”

SECTION 2. That Article XXI. “New Bern Historic District” of Appendix A “Land Use” of the Code of Ordinance of the City of New Bern be and the same is hereby amended by adding Section 15-417. “Off-street parking.” as follows:

“Section 15-417. Off-street parking.

Where the commission, in considering an application for a certificate of appropriateness, shall find that the number of off-street parking spaces required by the zoning regulations for a building or structure for which a building permit is requested would render the building incongruous with the historic aspects of the district, it shall recommend to the board of adjustment a waiver, in part or in whole, of off-street parking requirements. The board of adjustment may authorize a lesser number of off-street parking spaces, provided:

- (1) The board finds that the lesser number of off-street parking spaces will not create problems due to increased on-street parking; and

(2) No threat to public safety is thereby created.

SECTION 3. That Article XXI. “New Bern Historic District” of Appendix A “Land Use” of the Code of Ordinance of the City of New Bern be and the same is hereby amended by deleting subsection (d) of Section 15-423. “Application procedures.” and inserting in its stead the following:

“Section 15-423. Application procedures.

...

(d) *Quasi-judicial procedures.* Other than administrative decisions on minor works, decisions on certificates of appropriateness are quasi-judicial and shall follow the procedures of G.S. 170 ~~160D~~-406.

....”

SECTION 4. This ordinance shall be effective from and after the date of its adoption.

ADOPTED THIS ____ DAY OF _____, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on the Proposed Financing for the Construction of the Stanley White Recreation Center

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 8/8/2023

Explanation of Item:	To conduct a public hearing for comments on the proposed financing for the construction of the Stanley White Recreation Center.
Actions Needed by Board:	Conduct public hearing and adopt resolution
Backup Attached:	Memo; Resolution & Certification
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <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.



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(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: July 31, 2023
RE: Conduct a Public Hearing on the Proposed Financing for the Construction of the Stanley White Recreation Center

Background

At its meeting on July 11, 2023, the Board of Aldermen adopted a resolution calling for a public hearing to be held on August 8, 2023, on the proposed financing for the construction of the Stanley White Recreation Center (SWRC).

Funding for the SWRC includes available funds through City reserves (insurance and FEMA) and anticipated loan proceeds. A Request for Proposal has been issued to solicit bids for a direct bank loan evidenced by an Installment Financing Agreement (IFA) with a par amount of up to \$10,000,000. The IFA is anticipated to be issued with two components that have separate amortization schedules.

- Component A – up to \$6,500,000 with a 15-year or 20-year final maturity, amortized with level principal payments.
- Component B – up to \$3,500,000 with a 15-year or 20-year final maturity, amortized with level principal payments following an initial 2-year interest only period. An option to prepay this component in whole or in part at any time without penalty is requested in anticipation of the final FEMA funding reimbursement.

Responses to the RFP are due Thursday, August 3, 2023, at 11:00am.

Requested Action

It is recommended that the Board conduct a public hearing on the proposed financing for the construction of the Stanley White Recreation Center.

The Board of Aldermen of the City of New Bern, North Carolina met in a regular meeting in the City Hall Courtroom located at 300 Pollock Street in New Bern, North Carolina, the regular place of meeting, at 6:00 p.m. on August 8, 2023.

Present: Mayor Jeffrey T. Odham, presiding, and Aldermen

Absent: Aldermen

Also present: _____

* * * * *

The Mayor announced that this was the hour and day of the public hearing on a proposed installment financing agreement (the "Agreement") by the City of New Bern, North Carolina (the "City") to be entered into by the City pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended (the "Act"), in a principal amount not to exceed \$10,000,000, plus interest thereon, for the purpose of providing funds, together with any other available funds, to pay the cost of acquiring, constructing and equipping the new Stanley White Recreation Center for the City (the "Project"). To secure its obligations under the Agreement, the City will grant a lien on all or a portion of the Project, together with any improvements or fixtures located or to be located thereon.

The Mayor acknowledged due publication of the notice of public hearing in a newspaper with a general circulation in the City as required by Section 160A-20(g) of the Act and directed the City Clerk to attach the affidavit showing publication in said newspaper on a date at least ten days prior to the date hereof as Exhibit A hereto.

The Mayor then announced that the Board of Aldermen would immediately hear anyone who might wish to be heard on the advisability of entering into the Agreement to finance the proposed Project as so described.

A list of any persons making comments and a summary of such comments are attached as Exhibit B hereto.

All statements and comments were duly considered by the Board of Aldermen.

Thereupon, _____ introduced the following resolution the title of which was read and a copy of which had been distributed to each Alderman:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF THE NEW STANLEY WHITE RECREATION CENTER FOR THE CITY OF NEW BERN, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT

BE IT RESOLVED by the Board of Aldermen (the "Board") of the City of New Bern, North Carolina (the "City") as follows:

Section 1. The Board does hereby find and determine as follows:

(a) There exists in the City a need to finance the cost of acquiring, constructing and equipping the new Stanley White Recreation Center for the City (the "Project").

(b) After due consideration, the City has determined to enter into an installment financing agreement (the "Agreement") in an aggregate principal amount not to exceed \$10,000,000 to provide funds, together with any other available funds, to (i) pay the costs of the Project and (ii) pay certain financing costs in connection therewith.

(c) The City will enter into the Agreement with a financial institution to be selected by the City pursuant to a request for proposals (the "Lender"), pursuant to which the Lender will advance to the City amounts sufficient to pay the costs of the Project and pay the related

financing costs, and the City will repay the advancement with interest (the “Installment Payments”).

(d) In order to secure its obligations under the Agreement, the City will execute and deliver a deed of trust (the “Deed of Trust”), granting a lien on all or a portion of the Project, together with any improvements and fixtures located or to be located thereon.

(e) It is in the best interest of the City to enter into the Agreement and the Deed of Trust in that such transaction will result in the financing of the Project in an efficient and cost-effective manner.

(f) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Project without an election; (ii) the nature of the Project does not allow for the issuance of revenue bonds to finance the costs of the Project; (iii) the costs of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence acquisition, construction and equipping of the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of acquisition and construction of the Project by several months; and (v) there can be no assurances that the Project would be approved by the voters and the necessity of the Project dictates that the Project be financed by a method that assures that the Project will be acquired, constructed and equipped in an expedient manner.

(g) It has been determined by the Board that the financing of the Project through the Agreement is reasonably comparable to the costs of issuing general obligation bonds or notes or other available methods of financing and is acceptable to the Board.

(h) Counsel to the City will render an opinion to the effect that the proposed Agreement is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(i) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(j) Any increase in taxes necessary to meet the sums to fall due with respect to the Agreement will not be excessive.

Section 2. The Board hereby authorizes, ratifies and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve the Agreement and the proposed financing in connection therewith. The City Manager or the Finance Director of the City are each hereby authorized to solicit proposals from various financial institutions for the Agreement. All actions heretofore taken by the City or its officers or employees in regard to the Agreement are hereby authorized, ratified and approved.

Section 3. This resolution shall take effect immediately upon its adoption.

Upon motion of Alderman _____, seconded by Alderman _____, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF THE NEW STANLEY WHITE RECREATION CENTER FOR THE CITY OF NEW BERN, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT

AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT” was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Brenda E. Blanco, City Clerk of the City of New Bern, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Aldermen of said City at a regular meeting held on August 8, 2023, as it relates in any way to the holding of a public hearing and the adoption of the foregoing resolution relating to an installment financing agreement by said City and that said proceedings are to be recorded in the minutes of said Board of Aldermen.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said City this 8th day of August, 2023.

[SEAL]

Brenda E. Blanco, City Clerk

EXHIBIT A

[Attach publisher's affidavit evidencing publication of Notice of Public Hearing]

EXHIBIT B

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Making Certain Findings and Determinations Regarding the Financing of the New Stanley White Recreation Center for the City of New Bern, North Carolina Pursuant to an Installment Financing Agreement and Requesting the Local Government Commission to Approve the Financing Arrangement

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution Making Certain Findings and Determinations Regarding the Financing of the New Stanley White Recreation Center for the City of New Bern, North Carolina Pursuant to an Installment Financing Agreement and Requesting the Local Government Commission to Approve the Financing Arrangement
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo; Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

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

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

FROM: Kim Ostrom - Director of Finance

DATE: July 26, 2023

RE: Resolution Making Certain Findings and Determinations Regarding the Financing of the New Stanley White Recreation Center for the City of New Bern, North Carolina Pursuant to an Installment Financing Agreement and Requesting the Local Government Commission to Approve the Financing Arrangement

Background Information

The City is pursuing an installment financing agreement (the "Financing Agreement") in an amount not to exceed \$10,000,000 under Section 160A-20 of the General Statutes of North Carolina for the purpose of financing project costs related to the Stanley White Recreation Center. The *lender* on the Financing Agreement will be a financial institution to be selected by the City based on financial proposals. Under North Carolina law, the Financing Agreement requires (a) a public hearing and (b) the approval of the North Carolina Local Government Commission (the "LGC"). At its July 11th meeting, the Board called for a public hearing on the proposed Financing Agreement and the project at its August 8th meeting. Notice of such meeting was published in the New Bern Sun Journal.

The LGC is scheduled to consider approval of the Financing Agreement at its September meeting. As part of the LGC approval process, the City must file an application with the LGC. As part of the application, the LGC requires the governing body of the issuer to adopt a resolution making certain findings regarding the proposed Financing Agreement, the project to be financed and the City's debt management policies and procedures. The attached resolution (a) evidences the holding of the required public hearing, (b) makes the required LGC findings and (c) authorizes and ratifies the filing of an application with the LGC by City staff. At a subsequent meeting of the Board, the Board will review the results of the various financial proposals and select the winning proposal and approve the forms of the various financing documents related to the Financing Agreement.

Requested Action

It is recommended that the Board take the following action at its meeting on August 8, 2023:

1. Conduct the public hearing as required by Section 160A-20.
2. Adopt the attached resolution making the preliminary findings required by the LGC and approving and ratifying the filing of an application with the LGC related to the Financing Agreement.

**RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING
THE FINANCING OF THE NEW STANLEY WHITE RECREATION CENTER FOR THE
CITY OF NEW BERN, NORTH CAROLINA PURSUANT TO AN INSTALLMENT
FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT
COMMISSION TO APPROVE THE FINANCING ARRANGEMENT**

BE IT RESOLVED BY THE BOARD OF ALDERMEN (THE "BOARD") OF THE CITY OF NEW BERN, NORTH CAROLINA (THE "CITY") AS FOLLOWS:

Section 1. The Board does hereby find and determine as follows:

(a) There exists in the City a need to finance the cost of acquiring, constructing and equipping the new Stanley White Recreation Center for the City (the "Project").

(b) After due consideration, the City has determined to enter into an installment financing agreement (the "Agreement") in an aggregate principal amount not to exceed \$10,000,000 to provide funds, together with any other available funds, to (i) pay the costs of the Project and (ii) pay certain financing costs in connection therewith.

(c) The City will enter into the Agreement with a financial institution to be selected by the City pursuant to a request for proposals (the "Lender"), pursuant to which the Lender will advance to the City amounts sufficient to pay the costs of the Project and pay the related financing costs, and the City will repay the advancement with interest (the "Installment Payments").

(d) In order to secure its obligations under the Agreement, the City will execute and deliver a deed of trust (the "Deed of Trust"), granting a lien on all or a portion of the Project, together with any improvements and fixtures located or to be located thereon.

(e) It is in the best interest of the City to enter into the Agreement and the Deed of Trust in that such transaction will result in the financing of the Project in an efficient and cost-effective manner.

(f) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Project without an election; (ii) the nature of the Project does not allow for the issuance of revenue bonds to finance the costs of the Project; (iii) the costs of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence acquisition, construction and equipping of the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and

the Local Government Bond Act will delay the commencement of acquisition and construction of the Project by several months; and (v) there can be no assurances that the Project would be approved by the voters and the necessity of the Project dictates that the Project be financed by a method that assures that the Project will be acquired, constructed and equipped in an expedient manner.

(g) It has been determined by the Board that the financing of the Project through the Agreement is reasonably comparable to the costs of issuing general obligation bonds or notes or other available methods of financing and is acceptable to the Board.

(h) Counsel to the City will render an opinion to the effect that the proposed Agreement is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(i) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(j) Any increase in taxes necessary to meet the sums to fall due with respect to the Agreement will not be excessive.

Section 2. The Board hereby authorizes, ratifies and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve the Agreement and the proposed financing in connection therewith. The City Manager or the Finance Director of the City are each hereby authorized to solicit proposals from various financial institutions for the Agreement. All actions heretofore taken by the City or its officers or employees in regard to the Agreement are hereby authorized, ratified and approved.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 8TH DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:

Resolution Making Certain Findings and Determinations and Requesting the Local Government Commission to Sell Bonds at Private Sale in Connection with the Issuance of a Revenue Bond of the City

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution Making Certain Findings and Determinations and Requesting the Local Government Commission to Sell Bonds at Private Sale in Connection with the Issuance of a Revenue Bond of the City
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo; Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <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.



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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: July 26, 2023

RE: Resolution Making Certain Findings and Determinations and Requesting the Local Government Commission to Sell Bonds at Private Sale in Connection with the Issuance of a Revenue Bond of the City

Background Information

The City is pursuing the issuance of its Combined Enterprise System Revenue, Series 2023 in an amount not to exceed \$6,100,000 for the purpose of financing project costs related to the Northwest Sewer Interceptor Rehabilitation Phase II Project and the Township 7 Sewer Improvements Phase III Project. The Series 2023 Revenue Bond will be privately placed with a financial institution to be selected by the City based on financial proposals. Under North Carolina law, the issuance and sale of the Series 2023 Revenue Bond require the approval of the North Carolina Local Government Commission (the "LGC"). The LGC is scheduled to consider approval of the Series 2023 Revenue Bond at its September meeting. As part of the LGC approval process, the City must file an application with the LGC. As part of the application, the LGC requires the governing body of the issuer to adopt a resolution making certain findings regarding the proposed revenue bond, the projects to be financed and the City's debt management policies and procedures. The attached resolution makes the required LGC findings and authorizes and ratifies the filing of an application with the LGC by City staff. At a subsequent meeting of the Board, the Board will review the results of the various financial proposals and select the winning proposal and approve the forms of the various financing documents related to the issuance of the Series 2023 Bond.

Requested Action

It is recommended that the Board adopt the attached resolution making the preliminary findings required by the LGC and approving and ratifying the filing of an application with the LGC related to the Series 2023 Bond at its meeting on August 8, 2023.

**RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS
AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL
BONDS AT PRIVATE SALE IN CONNECTION WITH THE ISSUANCE OF
A REVENUE BOND OF THE CITY**

BE IT RESOLVED BY THE BOARD OF ALDERMEN (THE "BOARD") OF THE CITY OF NEW BERN, NORTH CAROLINA (THE "CITY"):

Section 1. The Board does hereby find and determine as follows:

(a) The City, acting by and through the Board, is authorized by The State and Local Government Revenue Bond Act of North Carolina, Article 5 of Chapter 159 of the North Carolina General Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of financing the costs associated with the acquisition, construction, reconstruction, enlargement, equipping, extension, betterment or improvement of water systems and facilities, sewage disposal systems and facilities, electric systems and facilities and to refund revenue bonds issued for such purposes.

(b) Pursuant to a Trust Agreement, dated as of June 1, 2013 (as supplemented and amended, the "Trust Agreement"), between the City and Branch Banking and Trust Company (succeeded by Truist Bank), as trustee (the "Trustee"), the City created a combined enterprise system consisting of the City's water system, sanitary sewer system and electric system. The Trust Agreement provides for the issuance of Combined Enterprise System Revenue Bonds thereunder, to be secured by the net receipts of the Combined Enterprise System as set forth therein, to finance improvements to the Combined Enterprise System and to refund bonds previously issued pursuant to the Trust Agreement.

(c) In order to better serve and provide for the future needs of the residents of the City and its environs, the City will acquire, construct and equip certain improvements to the City's Combined Enterprise System, including, without limitation, the Northwest Sewer Interceptor Rehabilitation Phase II Project and the Township 7 Sewer Improvements Phase III Project (collectively, the "Project").

(d) The Project is necessary to secure adequate and reliable sanitary sewer service and to promote the present and future welfare of the residents of the City and its environs.

(e) The City wishes to commence procedures for the issuance of a revenue bond at this time pursuant to the Trust Agreement for the purpose of providing funds, together with any other available funds, to (i) pay the cost of the Project and (ii) pay certain other costs associated with the issuance of such revenue bond.

(f) The amount of the proposed revenue bond will be sufficient, but not excessive, for the purpose of paying the costs associated with the Project.

(g) The proposed Project is feasible.

(h) The annual audits of the City show the City to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the City are in compliance with law.

(i) The proposed revenue bond can be marketed at a reasonable interest cost to the City.

(j) The projected rate increases, if any, for water, sanitary sewer and electric service in connection with the issuance of the proposed revenue bond will be reasonable.

Section 2. The City Manager and the Finance Director of the City are hereby authorized and directed to file an application with the Local Government Commission of North Carolina for approval of the issuance of the revenue bond in an aggregate principal amount not to exceed \$6,100,000 for the purpose of providing funds, together with any other available funds, to (a) pay the cost of the Project and (b) pay the fees and expenses incurred in connection with the sale and issuance of the revenue bond. The City Manager or the Finance Director of the City are each hereby authorized to solicit proposals from various financial institutions for the purchase of the revenue bond at private negotiated sale. All actions heretofore taken by the City or its officers or employees in regard to the revenue bond are hereby authorized, ratified and approved.

Section 3. The Local Government Commission is hereby requested to sell the proposed revenue bond in an amount not to exceed \$6,100,000 at private sale without advertisement.

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED THIS 8TH DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Letter of Engagement for Bond Counsel Services

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Consider adopting a resolution approving the Letter of Engagement for Bond Counsel Services for financing transactions.
Actions Needed by Board:	Adopt resolution and authorize execution of the Letter of Engagement for Bond Counsel Services.
Backup Attached:	Memo, Resolution, Letter of Engagement
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: Not to exceed \$80,000
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



NEW BERN

NORTH CAROLINA

Office of the Director of Finance

TO: City Manager, Honorable Mayor, and Members of the Board of Aldermen
FROM: Kimberly Ostrom, Director of Finance
DATE: July 28, 2023
RE: Letter of Engagement for Bond Counsel Services

Background

The City is pursuing issuance of revenue bonds and installment financings for the sewer infrastructure projects, the Stanley White Recreation Center project, and the capital purchases of vehicles and equipment.

The City has previously engaged with Womble Carlyle Sandridge & Rice, LLP in October 2012, which is now Womble Bond Dickinson, (US) LLP for bond counsel services. An updated Letter of Engagement is presented to the Board for the necessary services related to debt authorizations and issuance processes.

Requested Action

The Board adopt a resolution and authorize the Mayor to execute the Letter of Engagement for bond counsel services.

RESOLUTION

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

That the Engagement Letter by and between the City of New Bern and Womble Bond Dickinson (US), LLP, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor be and he is hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 8TH DAY OF AUGUST, 2023.

JEFFREY J. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



Womble Bond Dickinson (US) LLP

555 Fayetteville Street
Suite 1100
Raleigh, NC 27601

t: 919.755.2100
f: 919.755.2150

Jonathan T. Mize
Partner
Direct Dial: 919-755-2187
Direct Fax: 919-755-6076
E-mail: Jon.Mize@wbd-us.com

July 27, 2023

Kimberly Ostrom
Director of Finance
City of New Bern
P.O. Box 1129
New Bern, North Carolina 28563-1129

Re: Bond Counsel Services to the City of New Bern, North Carolina

Dear Kimberly:

Womble Bond Dickinson (US), LLP is pleased to serve as bond counsel to the City of New Bern, North Carolina (the "City"). We wish to set forth in this letter our understanding of the terms of engagement as the City's bond counsel.

ROLE OF BOND COUNSEL

Bond Counsel is engaged as a recognized independent legal expert whose primary responsibility is to render an objective legal opinion with respect to the authorization, issuance and validity of Bonds. (For purposes of this letter, the phrase "Bonds" also includes installment financing transactions.) We will provide all services customarily rendered by Bond Counsel in connection with the authorization and issuance of the Bonds, including (a) advising the City on financing options available to it in carrying out its plans and programs; (b) preparing the various proceedings, financing documents and certificates of the various governmental entities required for such authorization and issuance of the Bonds; (c) rendering legal advice as to the tax consequences of the transaction and advising the City in structuring the Bond issue and expending the proceeds thereof in order for the Bonds to comply with the applicable legal requirements for tax-exempt obligations; (d) assisting in the preparation of offering documents when required; and (e) rendering our approving legal opinion..



July 27, 2023

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In addition, we are available to address specific finance related questions and issues addressed to us by the City from time to time. These matters could include, for example, the City's compliance with the federal tax laws regarding its Bonds and the use of the proceeds thereof, compliance by the City with the terms of its Bond documents, compliance by the City with the arbitrage rebate requirements applicable to many of the City's Bonds and matters regarding the investment of the City's funds. These questions and the need for additional advice and counsel will often arise between Bond issues. We are available and encourage the City and its staff to call upon us for counsel and advice when needed, regardless of whether a Bond issue is then underway.

Subject to our satisfactory review of all necessary proceedings and other documentation at or prior to closing, our firm will render an approving legal opinion covering, among other things, the validity and tax-exempt status of the Bonds. The opinion will be signed and delivered on the date the Bonds are issued and will be based on facts and law existing on such date. In rendering our opinion, we will rely upon certified copies of proceedings and certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide will depend upon the type of transaction the City decides to undertake. For instance the tasks required of bond counsel for the issuance of general obligation bonds are different from the tasks required for an installment contract financing. Our services will be tailored to the type of transaction at hand.

FEES AND CHARGES

Our customary practice for billing for our services for our bond counsel related representation is to reach an agreement with the issuer of the Bonds for a fixed fee to be charged for our services for a particular Bond issue when Bonds are issued. The fee for services is customarily a negotiated amount agreed upon between the issuer of Bonds and us, and the amount agreed upon is based upon a number of factors, including the amount of time required to perform the services rendered, the complexity of the transaction, the size of the Bond issue, the schedule of the transaction and other factors. Since the fees for our legal services are typically financed with bond proceeds, the fee is usually established some time in advance of the completion of all work to be done to complete the bond issue. In addition, as noted above, the City is encouraged to call upon us as needed between Bond issues for advice on various finance matters that may arise, both with respect to existing Bond issues and in developing future financing plans. Our typical custom and practice is to maintain records of the services we render, and to include compensation for these services in the fee discussions and ultimate arrangement when Bonds are issued. We recognize that the City must concur in setting the fee for the transaction.

In addition, we also bill separately for out-of-pocket expenses incurred in connection with the engagement, such as long-distance telephone charges, postage and other delivery expenses, photocopying charges, travel expenses and expenses relating to the preparation of closing



July 27, 2023

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transcripts. Our fees and expenses will be due and payable upon receipt of our invoice following closing of the transaction.

We have no doubt that we will be able to reach a mutually satisfactory arrangement for the services we will perform for the City.

CONFLICTS OF INTEREST

Our firm represents a number of financial institutions in connection with their activities. It is possible that one or more of the financial institutions the City selects to provide direct financing or to underwrite the Bonds may be our client on matters unrelated to the City's Bond issue. In the City's Bond issues, our client will be the City and we will not represent the financial institution in any way in the City's Bond issues or in any other matter that would be adverse to the interest of the City. Nevertheless, our representation of the City as Bond Counsel, and simultaneous representation of one of the financial institutions in an unrelated matter, could create a conflict of interest that we wish to bring to your attention and address with you.

We hereby request that the City waive any conflict of interest that might arise on account of our representation of the City in the issuance of its Bonds, and the simultaneous representation in unrelated transactions of any of the financial institutions providing financing or underwriting services. Your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to the financial institutions, could be used in any such other matter by such other client to your material disadvantage (we affirm our continuing obligation to maintain the confidentiality of all privileged or confidential information regarding the City and its affairs that we may have access to in our representation of the City).

By your acceptance of this letter and the terms of engagement we set forth below, you agree to a waiver of any conflict of interest under the circumstances described above.

COMPLETION OF SERVICES

At the conclusion of our work for you as bond counsel, we will return to you, upon request, any materials it has furnished us in connection with this representation. Thereupon, we will store files respecting this matter for a minimum of six (6) years following the conclusion of our representation of you in this matter, and we will provide you with access to those files upon request. After six years from the conclusion for our representation in this matter, we will review the stored files with respect to whether they should be retained or destroyed. We disclaim any obligation to provide further notice to you before destroying the files concerning this matter at any time after six years from the conclusion of our representation of you in this matter.



July 27, 2023

Page 4

INTERNAL ADVICE AND PRIVILEGE

Womble Bond Dickinson (US) LLP is a multi-jurisdictional law firm representing many clients and handling a large number of complex matters each year. As a result, conflict of interest issues arise and, from time to time, may even include disputes between the firm and our own clients over the handling of a matter. Under such circumstances, we need the ability to seek expert analysis of our obligations from our firm personnel assigned to such matters (General Counsel's office) or outside counsel without waiving any attorney client privilege. We believe that seeking expert advice is in our clients' interest as well as our own. Accordingly, in accepting the terms of our engagement, you consent to our seeking advice from our General Counsel's office or outside counsel of our choosing on legal ethics or related issues that may arise during our representation of the City of New Bern. and that our representation of the City shall not, thereby, waive any attorney-client privilege that Womble Bond Dickinson (US) LLP may have to protect the confidentiality of our communications with counsel.

LEGAL SUPPORT SERVICE PROVIDERS

In an effort to continue delivering cost effective services, our firm uses legal support service providers located both inside and outside the United States to assist with help desk and technology issues, word processing, time entry, photocopying and other administrative tasks. In order for these service providers to complete these tasks, we must share certain client information. Our firm has made reasonable efforts to ensure that these services are performed in a manner that is consistent with our firm's obligations under the relevant Rules of Professional Conduct with regards to maintaining client confidentiality and supervision of non-lawyer assistants, and the firm bears responsibility for the resulting work product. As part of the engagement with the firm, you agree and consent to the use of the services of these providers in the manner stated above. If you have any objections, please contact me to discuss.

E-VERIFY

Our law firm currently complies with Article 2 of Chapter 64 of the North Carolina General Statutes. During this representation of the City, our law firm agrees to continue to comply with said Article.

CONCLUSION

We will be happy to discuss and clarify any questions or concerns about our representation of the City upon the terms described in this letter.

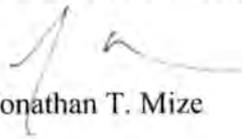


July 27, 2023
Page 5

Once again, we wish to state how pleased we are to be working with the City, and we truly appreciate the City entrusting this very important matter to our firm and are looking forward to working with you on this issue.

Best regards,

Womble Bond Dickinson (US) LLP



Jonathan T. Mize

The City of New Bern hereby confirms the engagement of Womble Bond Dickinson (US) LLP under the terms set forth in this agreement, including the waiver of any conflict of interest under the terms described above.

THE CITY OF NEW BERN, NORTH CAROLINA

By: _____
Mayor

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation on New Utility Billing Format

Date of Meeting: 8/8/2023	Ward # if applicable: N/A
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The format of printed utility bills is being improved. Customers should start seeing the new format after the Aug 28th billing cycle.
Actions Needed by Board:	None
Backup Attached:	Memo, Examples of printed utility bill.

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

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

Additional Notes: N/A



NEW BERN

CITY OF NEW BERN

DEPARTMENT OF PUBLIC UTILITIES

210 Kale Road, P.O. Box 1129

New Bern, NC 28563-1129

TO: Mayor Odham, Board of Aldermen
FROM: Charles D. Bauschard, Director of Public Utilities
COPIES: Foster Hughes, City Manager; File
SUBJECT: Presentation of New Utility Billing Format
DATE: July 20, 2023

Staff is pleased to announce that it is nearing completion of an extensive upgrade to the utility customer information, billing, and payment software. Although there are many benefits to this upgrade, one key benefit is the ability to make improvements to the format of the printed utility bill. Customers will notice these changes on bills printed after August 28th. A comparison between the current and new billing format is attached for your review.

Also, in effort to complete the software upgrade, final testing must occur in a controlled environment and without new inputs into the system. As result, staff has scheduled this work for Friday, August 25th through Monday August 28th. During this time the customer service and payments operations at Ft. Totten will be closed to the public to include drive thru payment services. Customer services will only be available by telephone or email.

In support of this effort, staff will utilize both social media and automated messaging to alert customers to both the new billing format and temporary change in office hours.

I would be happy to discuss questions or concerns.



City Of New Bern - Payments
P.O. Box 63005
Charlotte, NC 28263
 ☎ 252-639-2750, M-F 8am to 5pm
 🌐 www.newbernnc.gov
Access statements online

Account Statement printed 30-JUN-2023

818

ACCOUNT INFORMATION

Account Name:
 Account Number:
 Service Address:

Payments Since Last Statement: **\$333.00**

New Charges Since Last Statement: **\$255.00**

New Charges Become Past Due If Not Paid By: **20-JUL-2023**

TOTAL AMOUNT DUE **\$255.00**

CHARGES SUMMARY		Service	Current	Prior	Amount	Days of	Charges	Usage History
Meter #	Rate/Description	Reading	Reading	Used	Service			
05/23/2023 - 06/21/2023 Avg Temp 71.3	2001753 Electric Residential Load Mgmt Water Heater Load Mgmt Air Conditioning	178465	177056	1409	29	170.80 -5.00 -5.00		<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Total Electric Charges Only \$160.83 Since Prior Meter Reading </div>
05/23/2023 - 06/21/2023	4819545 Water Sewer	518.591	514.962	3.629	29	32.62 35.36		
	Refuse Collection					14.93		
MISC. CHARGES & ADJUSTMENTS	Round Up Assistance Program					0.03		
	Electricity Sales & Use Tax					11.26		

2022 Drinking Water Quality Report @ www.newbernnc.gov/info/CCR or 252-639-7568

TURN OVER STATEMENT FOR HELPFUL INFORMATION AND WAYS TO PAY QUICKLY AND CONVENIENTLY.
 PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. BRING ENTIRE BILL IF PAYING IN PERSON.

NC29519F



Correspondence:
 CITY OF NEW BERN
 PO BOX 1710
 NEW BERN NC 28563
 Address Service Requested

20-JUL-2023

Account Number:

Total Amount Due: **\$255.00**

Check For Address Change On Back



PLEASE ENTER AMOUNT PAID \$

Make Checks Payable and Mail to:

CITY OF NEW BERN - PAYMENTS
 PO BOX 63005
 CHARLOTTE NC 28263-3005



*****AUTO**5-DIGIT 28562



4

815

NEW BERN NC 28562-9422



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CUSTOMER SERVICE: 252-639-2750
CUSTOMER SERVICE EMAIL: utilcustomerservice@newbernnc.gov
AFTER HOURS EMERGENCY: 252-636-4070
WEBSITE: www.newbernnc.gov

CUSTOMER: [REDACTED]
ACCOUNT: [REDACTED]
BILL DATE: 06/30/2023
DUE DATE: 07/20/2023
LOCATION: 3207 [REDACTED]

ELECTRICITY: \$160.83
AREA LIGHT(S): \$0.00

TRASH: \$14.93

& OTHER: \$11.26
 TAXES/FEES/ETC.

WATER: \$32.62
IRRIGATION: \$0.00

BILL SUMMARY:
 PAYMENTS SINCE LAST STATEMENT: \$333.00
 NEW CHARGES: \$255.00
 UNPAID BALANCE: \$0.00
TOTAL AMOUNT DUE: \$255.00

SEWER: \$35.36

2022 DRINKING WATER QUALITY REPORT @ WWW.NEWBERNNC.GOV/INFO/CCR OR 252-639-7568

STATEMENT PERIOD: 05/23/2023 - 06/21/2023						
METER	SERVICE DESCRIPTION	DAYS OF SERVICE	CURRENT	PREVIOUS	CONSUMPTION	TOTAL \$
2001753	Electric Residential	29	178465	177056	1409	170.80
	Load Mgmt Water Heater					-5.00
	Load Mgmt Air Conditioning					-5.00
4819545	Water		518.591	514.962	3.629	32.62
	Sewer					35.36
	Garbage Collection					14.93
	Round Up Assistance Program					0.03

NEW FORMAT

OTHER

Electricity Sales & Tax: 11.26

RETURN THIS PORTION WITH YOUR PAYMENT USING THE ENCLOSED RETURN ENVELOPE.



Correspondence:
 CITY OF NEW BERN
 PO BOX 1710
 NEW BERN NC 28563
 ADDRESS SERVICE REQUESTED

ACCOUNT: [REDACTED]
DUE DATE: 07/20/2023
TOTAL AMOUNT DUE: \$255.00

SPACE RESERVED FOR BAR CODE

3207 [REDACTED]
 NEW BERN NC 28562-9422

PLEASE MAKE CHECKS PAYABLE AND MAIL TO:

CITY OF NEW BERN - PAYMENTS
 PO BOX 63005
 CHARLOTTE NC 28263-3005
 SPACE RESERVED FOR BAR CODE

SPACE RESERVED FOR SCAN LINE

UTILITY BUSINESS OFFICE

Visit us at: www.newbernnnc.gov for account information and non-emergency service requests.

WEEKDAYS - 8 AM to 5 PM

252-639-2750



SERVICE OUTAGES ANYTIME

252-636-4070

OFFICE LOCATION

606 FT TOTTEN DRIVE, NEW BERN

View average temperature information for this billing period and ways to save energy at: www.temptracker365.com

Payment Options

AVOID PROCESSING DELAYS - INCLUDE COMPLETE AND UPDATED ACCOUNT NUMBER INFORMATION WHEN MAKING PAYMENTS

• BANK DRAFT EASY PAY

Your bill can be automatically drafted from your bank account on the due date each month. Please contact us to enroll in this free and convenient service.

• YOUR ONLINE BANKING PROVIDER

Payments are accepted electronically for quick processing from most customer online banking services.

• INTERNET



ELECTRONIC CHECK

Access copies of your current or past statements, sign up for monthly automatic electronic delivery of your statement, and have the option to pay via credit/debit card or electronic check* by visiting www.newbernnnc.gov. *A convenience fee is charged to process these transactions. Credit/debit card and electronic check payments are posted the next business day.

• TELEPHONE



Call OFFICIAL PAYMENTS at 1-800-272-9829 to pay via credit/debit card*. For proper credit YOU MUST enter jurisdiction code 3964. *A convenience fee is charged to process these transactions. Credit/debit card payments are posted the next business day.

• WAL*MART

Pay your utility bill at any Walmart location*. Bring your bill, cash or pin based ATM debit card to the Walmart MoneyCenter or Walmart customer service desk. *A convenience fee is charged to process these transactions.

• US MAIL

Send payment stub with payment payable to *City of New Bern* in the envelope provided to avoid processing delays. Payment address is on the front of bill for your reference.

• DRIVE THROUGH EXPRESS SERVICE

Pay at the Ft. Totten Utility Business Office at the address and hours listed at the top of the page. Bring payment stub with money order or check payable to *City of New Bern* in the envelope provided.

• AFTER HOURS DROP BOX

Located at the Ft. Totten Utility Business Office, 606 Ft. Totten Drive, New Bern by the drive through window. Include payment stub with check or money order payable to *City of New Bern* in the envelope provided. Night drop payments after 8 am are posted the next business day.

• IN PERSON

Pay at the Ft. Totten Utility Business Office at the address and hours listed at the top of the page. Bring payment stub with check/money order payable to *City of New Bern* or cash in the envelope provided. Credit/debit cards are not accepted at the office.

Billing Information

LATE PENALTY - DELINQUENT FEE - DISCONNECT DATE

Past due amounts must be paid immediately. Since services are billed after they are provided, payment is due on or before the due date. Bill is subject to a 5% late penalty for payments received after the due date. A \$30.00 delinquent account processing fee will be charged for bills unpaid after the tenth day following the due date. Disconnection of services occur for bills unpaid after the tenth day following the due date as well. Reconnection fees apply. All fees and penalties are subject to change without notification.

UNITS USED

Electric usage is measured in units of kWh (one kilowatt hour, which is the amount of energy needed to light a 100-Watt bulb for 10 hours)

Water usage is billed in units of 1000 gallons.

DAYS OF SERVICE

Billing days of service may vary due to inclement weather, weekends, holidays, etc.

▲ DETACH HERE ▲ Enclose payment coupon, payment made payable to *City of New Bern*, and return in envelope provided to avoid processing delays. ▲ DETACH HERE ▲

Please check box on the front side of this form and enter Name/Address Corrections below:

Name

Street Address

City

State

Zip

()

Phone

Add convenience by having your bill automatically drafted from your bank account on the due date each month for free!

Enroll at:
www.newbernnnc.gov

CUSTOMER AND PAYMENT SERVICES (CAPS) OFFICE

Visit us at www.newbernnnc.gov for account information and non-emergency service requests.



ADDRESS: 606 Ft. Totten Dr. New Bern NC
Weekdays 8 a.m. to 5 p.m.

CUSTOMER SERVICE: 252-639-2750

AFTER HOURS EMERGENCY: 252-636-4070

Go paperless! Sign up for E-Billing to receive your bill in your inbox!

PAYMENT OPTIONS



View and pay your balance and check your usage at anytime with the MyUsage free Mobile App. Contact us to sign up!



Credit/Debit Cards accepted in office or by phone M-F 8 a.m. until 5 p.m. at 252-639-2750.



Sign up for Automatic Bank Draft in our office or online. Your banking provider may also provide electronic bill pay services.



Mail your payment stub with check or money order to:
City of New Bern - Payments
PO BOX 63005
CHARLOTTE NC 28263-3005



Drive Thru *Note: Must have payment stub.



After hours drop box. *Note: payments placed in drop box are posted the next business day.

ALTERNATIVE PAYMENT OPTIONS

PHONE 1-800-272-9829
USE JURISDICTION CODE 3964 TO RECEIVE CREDIT FOR PAYMENT.

WAL-MART ANY LOCATION!

ONLINE WWW.NEWBERNNC.GOV

WESTERN UNION ANY LOCATION!

PAY AS YOU GO

With this FREE mobile app, you can monitor your usage, track your daily \$ balance, and make payments with no convenience fee.



- NO DEPOSIT
- NO LATE FEES
- NO RECONNECTION FEES

Contact us to sign up or for more information.

LATE PENALTY - DELINQUENT FEE - DISCONNECT DATE

PAST DUE AMOUNTS MUST BE PAID IMMEDIATELY. 5% LATE PENALTY IS APPLIED THE DAY AFTER THE DUE DATE. \$30.00 DELINQUENT FEE IS APPLIED ON THE TENTH DAY AFTER THE DUE DATE. DISCONNECTION OF SERVICES OCCURS ON THE TENTH DAY AFTER THE DUE DATE.

Enclose payment coupon, payment made payable to City of New Bern, and return in envelope provided to avoid processing delays.

NEW FORMAT

Please check box on the front side of this form and enter Name/Address Corrections below.

Name

Street Address

City

State

Zip

Add convenience by having your bill automatically drafted from your bank account on the due date each month for free!

Enroll at:
www.newbernnnc.gov

Phone

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 Racetrack Road Widening Project within Ward 4.

Date of Meeting: 8.8.23	Ward # if applicable: 4
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	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 Racetrack Road Widening Project.
Actions Needed by Board:	Adopt Resolution.
Backup Attached:	Resolution, Construction Plans, and Certified Bid Tabulation, Notification of Non-responsive Bid

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

Cost of Agenda Item: \$1,003,703.40
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <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

August 8, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Racetrack Road Widening Project.

Background Information:

A Feasibility Study was conducted in 2020 to evaluate costs of construction options intended to improve safety of pedestrians, bicyclists, and motorists on Racetrack Road between Elizabeth Avenue and Neuse Blvd. The option recommended and selected provides for widening six feet of Racetrack Road from Elizabeth Avenue north to the railroad crossing and resurfacing of Elizabeth Avenue from the railroad tracks north to Neuse Blvd. This project will also include a drainage crossing upgrade on Racetrack Road. An existing 36" culvert was identified in the 2019 in the *Elizabeth Ave. – Weatherstone Park Apartment Complex Drainage Study* as undersized. This project includes replacing the single 36" culvert with two 36" culverts.

This project was advertised for bid with a bid opening scheduled for June 27, 2023. The June 27, 2023, bid date opening only received one bid package, requiring the project to be readvertised with a bid opening scheduled for July 18, 2023. On July 18, 2023, two bids were received. In certifying the bids, JMT Consultants made the determination that the submitted by Onslow Grading and Paving Company was incomplete and deemed non-responsive. The bid submitted by Barnhill Contracting Company was certified as responsive. Barnhill Contracting Company's total bid including alternates is \$1,003,703.40.

Recommendation:

JMT have vetted Barnhill Contracting and found no issues or concerns. The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents, and any change orders for the Racetrack Road Widening Project.

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

RESOLUTION

WHEREAS, the following bids were received and opened on July 18, 2023, for the Racetrack Road Widening Project:

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
Barnhill Contracting Company Rocky Mount, NC	\$1,003,703.40
Onslow Grading & Paving, Inc. Jacksonville, NC	Non-Responsive Bid

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 Barnhill Contracting Company in the amount of \$1,003,703.40 and any change orders for Racetrack Road Widening Project.

ADOPTED THIS 8TH DAY OF AUGUST 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

BID TABULATION - RACETRACK ROAD WIDENING
City of New Bern
Base Bid - Elizabeth Avenue to NCRR Right of Way

ITEM NO	SEC NO	DESCRIPTION	UNIT	QTY	Barnhill Contracting Co.	
					ITEM PRICE	UNIT TOTAL
1	800	MOBILIZATION	LS	1	\$ 70,000.00	\$ 70,000.00
2	801	CONSTRUCTION SURVEYING	LS	1	\$ 15,000.00	\$ 15,000.00
3	225	UNDERCUT EXCAVATION	CY	80	\$ 65.00	\$ 5,200.00
4	226	GRADING	LS	1	\$ 60,000.00	\$ 60,000.00
5	545	INCIDENTAL STONE BASE	TON	400	\$ 87.00	\$ 34,800.00
6	607	INCIDENTAL MILLING	SY	1000	\$ 25.00	\$ 25,000.00
7	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	TON	820	\$ 95.00	\$ 77,900.00
8	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	TON	940	\$ 68.00	\$ 63,920.00
9	SP	ASPHALT CONC SURFACE COURSE, TYPE S9.5C (LEVELING COURSE)	TON	940	\$ 68.00	\$ 63,920.00
10	620	ASPHALT BINDER FOR PLANT MIX	TON	150	\$ 640.00	\$ 96,000.00
11	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	TON	450	\$ 200.00	\$ 90,000.00
12	846	2'-6" CONCRETE CURB & GUTTER	LF	208	\$ 60.00	\$ 12,480.00
13	848	6" CONCRETE DRIVEWAY (HIGH EARLY STRENGTH)	SY	356	\$ 100.00	\$ 35,600.00
14	848	REMOVE AND REPLACE CURB RAMPS	EA	1	\$ 3,500.00	\$ 3,500.00
15	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	EA	6	\$ 350.00	\$ 2,100.00
16	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	SF	96	\$ 25.00	\$ 2,400.00
17	SP	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 55,000.00	\$ 55,000.00
18	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	LF	14560	\$ 0.90	\$ 13,104.00
19	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	LF	125	\$ 8.00	\$ 1,000.00
21	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	EA	44	\$ 15.00	\$ 660.00
22	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	LF	276	\$ 25.00	\$ 6,900.00
20	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	LF	8	\$ 200.00	\$ 1,600.00
23	SP	TEMPORARY SILT FENCE	LF	1000	\$ 4.25	\$ 4,250.00
24	1660	MATTING FOR EROSION CONTROL	SY	100	\$ 4.00	\$ 400.00
25	SP	COIR FIBER WATTLE	LF	60	\$ 21.00	\$ 1,260.00
26	1660	SEEDING & MULCHING	ACR	1	\$ 3,500.00	\$ 3,500.00
27	SP	RESET MAILBOX	EA	41	\$ 200.00	\$ 8,200.00

Total Base Bid:	\$	753,694.00
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BID TABULATION - RACETRACK ROAD WIDENING
City of New Bern
Alternate #1 - 36" Crossline Pipe Replacement

					Barnhill Contracting Co.	
ITEM NO	SEC NO	DESCRIPTION	UNIT	QTY	ITEM PRICE	UNIT TOTAL
28	800	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00
29	801	CONSTRUCTION SURVEYING	LS	1	\$ 5,000.00	\$ 5,000.00
30	226	GRADING	LS	1	\$ 20,000.00	\$ 20,000.00
31	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	TON	50	\$ 50.00	\$ 2,500.00
32	300	FOUNDATION CONDITIONING GEOTEXTILE	SY	120	\$ 10.00	\$ 1,200.00
33	310	36" RC PIPE CULVERTS, CLASS IV	LF	112	\$ 200.00	\$ 22,400.00
34	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	TON	20	\$ 300.00	\$ 6,000.00
35	838	ENDWALLS	CY	9	\$ 3,000.00	\$ 27,000.00
36	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	SF	20	\$ 75.00	\$ 1,500.00
37	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	SF	192	\$ 12.50	\$ 2,400.00
38	SP	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 12,000.00	\$ 12,000.00
39	1631	MATTING FOR EROSION CONTROL	SY	200	\$ 4.00	\$ 800.00
40	SP	COIR FIBER WATTLE	LF	40	\$ 21.00	\$ 840.00
Total Alt 1:					\$	131,640.00

BID TABULATION - RACETRACK ROAD WIDENING
 City of New Bern
 Alternate #2 - Resurfacing Extension to Neuse Boulevard

ITEM NO	SEC NO	DESCRIPTION	UNIT	QTY	Barnhill Contracting Co.	
					ITEM PRICE	UNIT TOTAL
41	800	MOBILIZATION	LS	1	\$ 4,400.00	\$ 4,400.00
42	225	UNDERCUT EXCAVATION	CY	20	\$ 200.00	\$ 4,000.00
43	545	INCIDENTAL STONE BASE	TON	40	\$ 100.00	\$ 4,000.00
44	SP	SHOULDER RECONSTRUCTION	SMI	0.4	\$ 26,500.00	\$ 10,600.00
45	607	INCIDENTAL MILLING	SY	250	\$ 25.00	\$ 6,250.00
46	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	TON	175	\$ 68.00	\$ 11,900.00
47	SP	ASPHALT CONC SURFACE COURSE, TYPE S9.5C (LEVELING COURSE)	TON	175	\$ 68.00	\$ 11,900.00
48	620	ASPHALT BINDER FOR PLANT MIX	TON	20	\$ 640.00	\$ 12,800.00
49	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	TON	120	\$ 200.00	\$ 24,000.00
50	852	5" MONOLITHIC CONCRETE ISLANDS(SURFACE MOUNTED)	SY	58	\$ 97.85	\$ 5,675.30
51	SP	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 16,000.00	\$ 16,000.00
52	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	LF	4344	\$ 0.90	\$ 3,909.60
54	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	LF	44	\$ 8.00	\$ 352.00
55	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	LF	20	\$ 25.00	\$ 500.00
53	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	EA	2	\$ 200.00	\$ 400.00
56	1605	TEMPORARY SILT FENCE	LF	50	\$ 4.25	\$ 212.50
57	SP	COIR FIBER WATTLE	LF	20	\$ 21.00	\$ 420.00
58	1660	SEEDING & MULCHING	ACR	0.3	\$ 3,500.00	\$ 1,050.00

Total Alt 2: \$ 118,369.40

BIDDERS IN ORDER:			
Barnhill Contracting Company			
	Base Bid:	\$	753,694.00
	Alternate #1	\$	131,640.00
	Alternate #2	\$	118,369.40
	Contract Total	\$	1,003,703.40
Onslow Grading & Paving, Inc. --- Nonresponsive Bid ---			





Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129

July 25, 2023

REJECTION LETTER – NONRESPONSIVE BID
CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Onslow Grading & Paving, Inc.
115 Atlas Brown Drive
Jacksonville, NC 28540

Contract No. CNB #20230154
Description: Racetrack Road Widening

Dear Sir:

I regret to inform you that bid you submitted on July 18, 2023, for the subject project is being rejected as nonresponsive due to the following factors:

- General Project Special Provision *Minority Business Enterprise and Women Business Enterprise – Local Government Agencies* established a combined MBE/WBE goal of 10% for this project. Section (A)(1) of this Special Provision, on page G-16 of the bid documents states:
Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on Listing of MBE and WBE Subcontractors contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
- Upon review of your bid, it was noted that two subcontractors are listed on the DBE Listing form. Of the two subcontractors listed, Sherry's Seeding & Grass Cutting, Inc., is a certified WBE, however, Whitley Concrete is not listed in the Directory of Transportation Firms.
- Additionally, no dollar value is listed for either subcontractor on the DBE listing form nor is the total value of DBE subcontractor participation shown. Therefore, the DBE listing form is incomplete, making the bid nonresponsive.

Thank you for your interest in performing work for the City of New Bern. Please consider bidding on future projects for which you are qualified. If you have any questions, please contact me at (252)-639-7501.

Sincerely,

George Chiles
Director of Public Works
City of New Bern

Cc: Lori Colon, Purchasing Manager, City of New Bern
Kyle Compton, JMT, Inc.



NEW BERN

NORTH CAROLINA

RACETRACK ROAD EROSION & SEDIMENT CONTROL PLAN

FROM: ELIZABETH AVENUE
TO: NEUSE BOULEVARD

The base bid includes pavement repair, widening, leveling, resurfacing and pavement markings on Racetrack Road from Elizabeth Avenue to the railroad tracks. Alternate 1 includes replacement of a 36" reinforced concrete pipe with 2 @ 36" reinforced concrete pipes. Alternate 2 includes pavement repair, leveling, resurfacing and pavement markings on Racetrack Road from the railroad tracks to Neuse Boulevard.

DRAWING INDEX

EC-1	PROJECT COVER SHEET
EC-2	SOIL STABILIZATION TIMEFRAMES & VEGETATIVE PLAN
EC-3	PLAN LAYOUT
EC-4 - EC-6	EROSION CONTROL DETAILS

PROJECT AREA



VICINITY MAP
NTS

BEGIN PROJECT



END PROJECT

PROJECT LOCATION
NTS

CRAVEN COUNTY, NORTH CAROLINA

Prepared In the Office of:

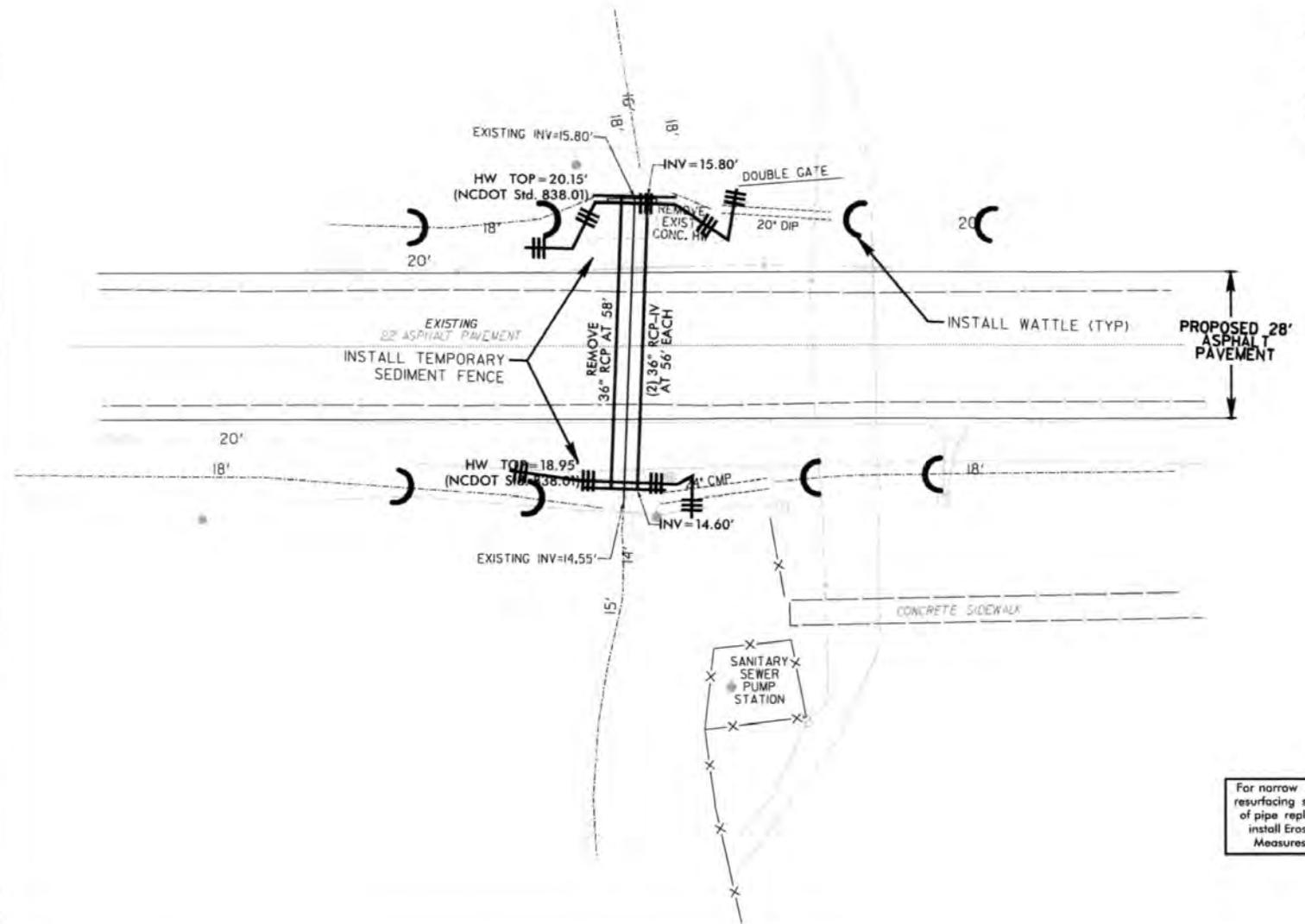
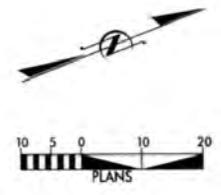


Vaughn & Melton

Consulting Engineers

3115 TRENT ROAD
NEW BERN, NC 28562
252-631-5115

V:\PROJECTS\2008\08-001\08-001.dwg



For narrow widening and resurfacing section outside of pipe replacement area install Erosion Control Measures as directed.

SOIL STABILIZATION TIMEFRAMES

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HQW) ZONES	7 DAYS	NONE
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.
SLOPES 3:1 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.

VEGETATIVE PLAN

Stabilization Requirements:

(3-11-2016)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING: (East)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Roadway Areas

March 1 - August 31

50# Tall Fescue
 10# Centipede
 25# Bermudagrass (hulled)
 500# Fertilizer
 4000# Limestone

September 1 - February 28

50# Tall Fescue
 10# Centipede
 35# Bermudagrass (unhulled)
 500# Fertilizer
 4000# Limestone

Waste and Borrow Locations

March 1 - August 31

75# Tall Fescue
 25# Bermudagrass (hulled)
 500# Fertilizer
 4000# Limestone

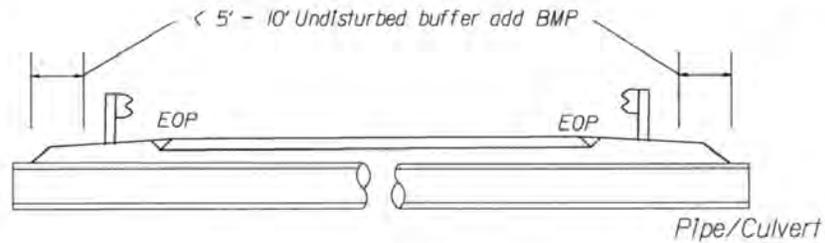
September 1 - February 28

75# Tall Fescue
 35# Bermudagrass (unhulled)
 500# Fertilizer
 4000# Limestone

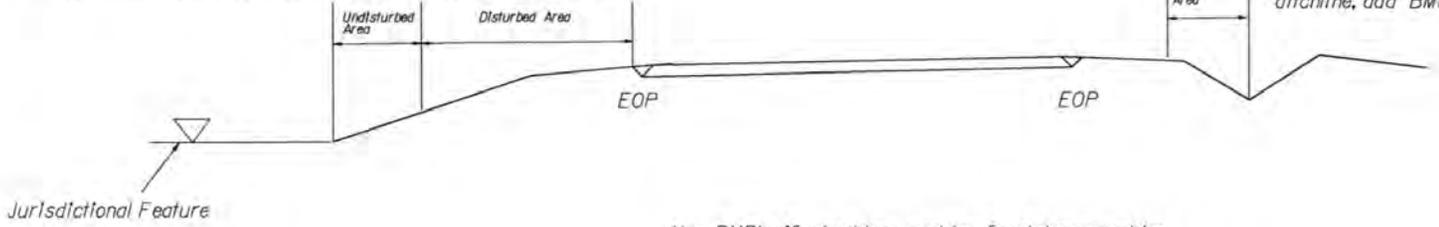
NOTES: Less than 5' - 10' undisturbed buffer from ROW, ditchline, water feature, or drainage inlet, add BMP.

BMP Options: Wattle or Silt Fence

EROSION CONTROL DETAIL

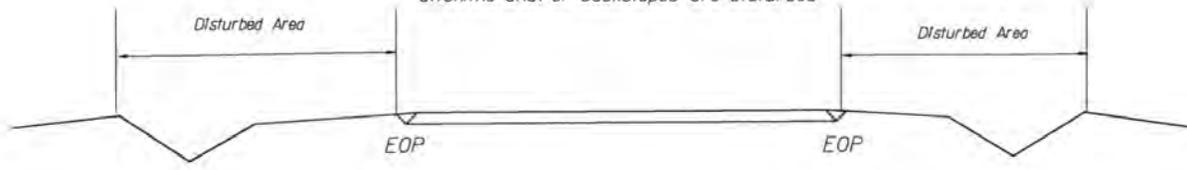


< 5' - 10' Undisturbed buffer from Jurisdictional feature add BMP

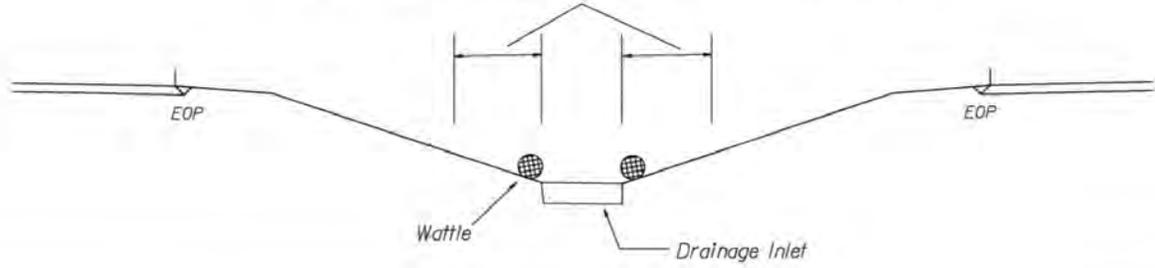


< 5' - 10' Undisturbed buffer from ditchline, add BMP

Use BMP's if shoulders and/or frontslopes and/or ditchline and/or backslopes are disturbed

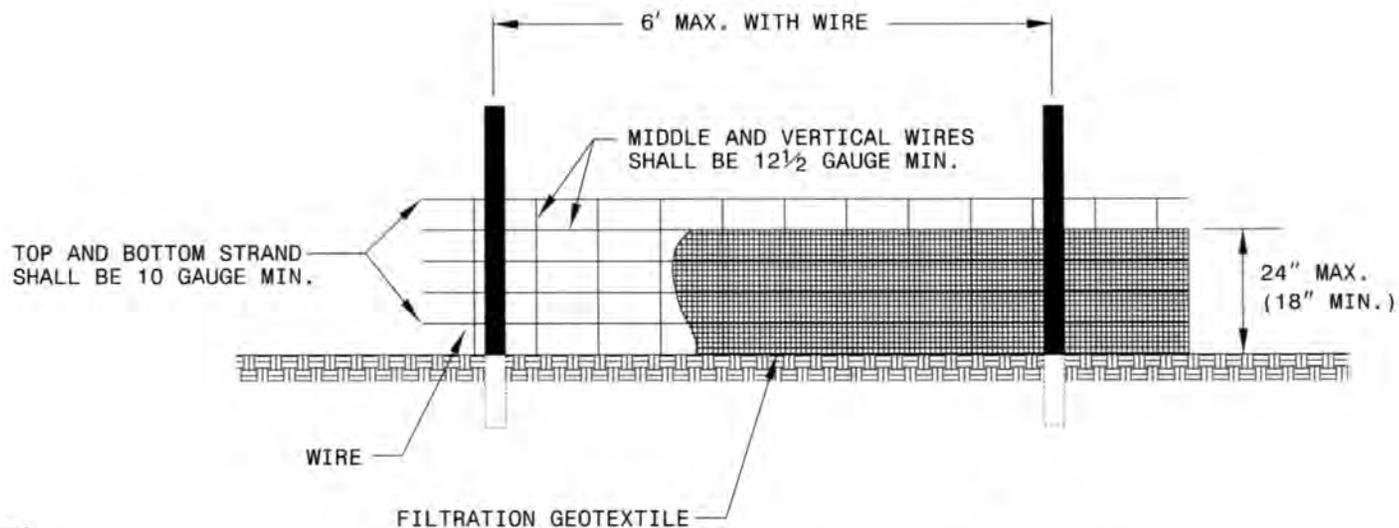


< 5' - 10' Undisturbed buffer from Inlet, add wattle



NOT TO SCALE

REINFORCED TEMPORARY SILT FENCE DETAIL



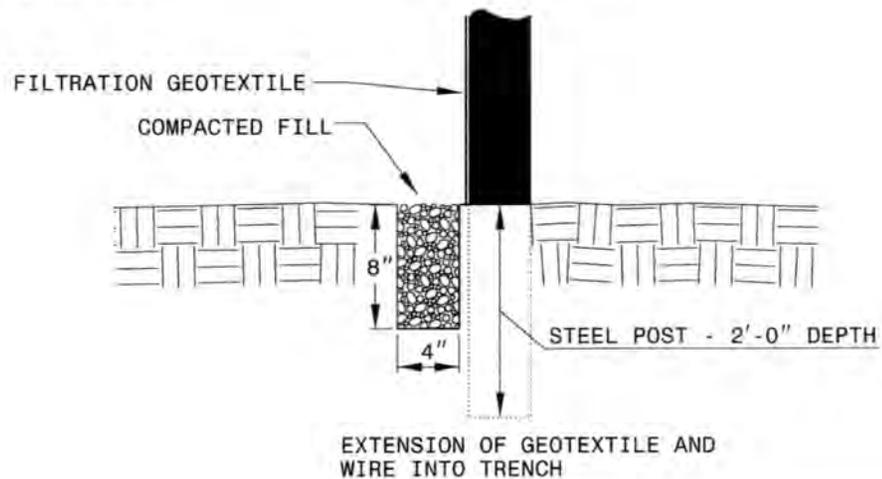
NOTES

USE FILTRATION GEOTEXTILE A MINIMUM OF 36" IN WIDTH AND FASTEN ADEQUATELY TO THE POSTS AND WIRE AS DIRECTED.

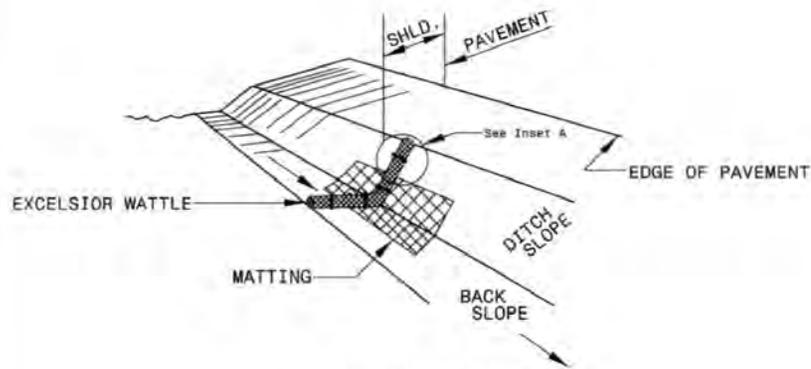
USE WIRE A MINIMUM OF 32" IN WIDTH AND WITH A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.

PROVIDE 5'-0" STEEL POST OF THE SELF-FASTENER ANGLE STEEL TYPE.

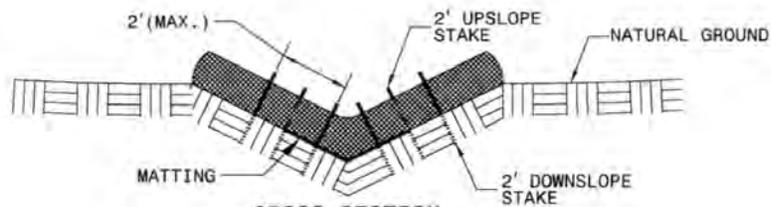
FOR MECHANICAL SLICING METHOD INSTALLATION, GEOTEXTILE SHALL BE A MAXIMUM OF 18" ABOVE GROUND SURFACE.



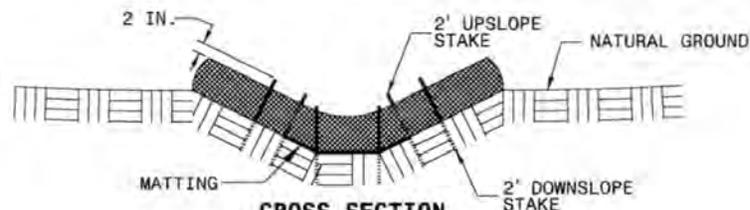
WATTLE DETAIL



ISOMETRIC VIEW



**CROSS SECTION
VEE DITCH**



**CROSS SECTION
TRAPEZOIDAL DITCH**

NOTES:

USE MINIMUM 12 IN. DIAMETER EXCELSIOR WATTLE.

USE 2 FT. WOODEN STAKES WITH A 2 IN. BY 2 IN. NOMINAL CROSS SECTION.

ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AND AS DIRECTED.

INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.

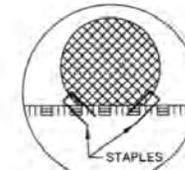
PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.

INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

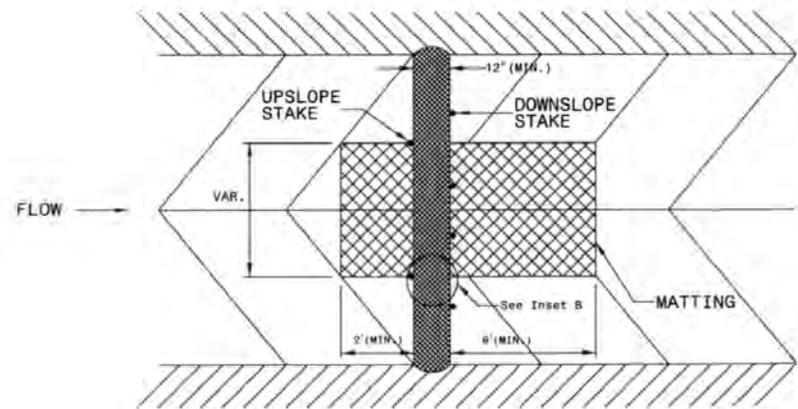
INSTALL MATTING IN ACCORDANCE WITH SECTION 1631 OF THE STANDARD SPECIFICATIONS.



INSET A



INSET B



TOP VIEW



NEW BERN

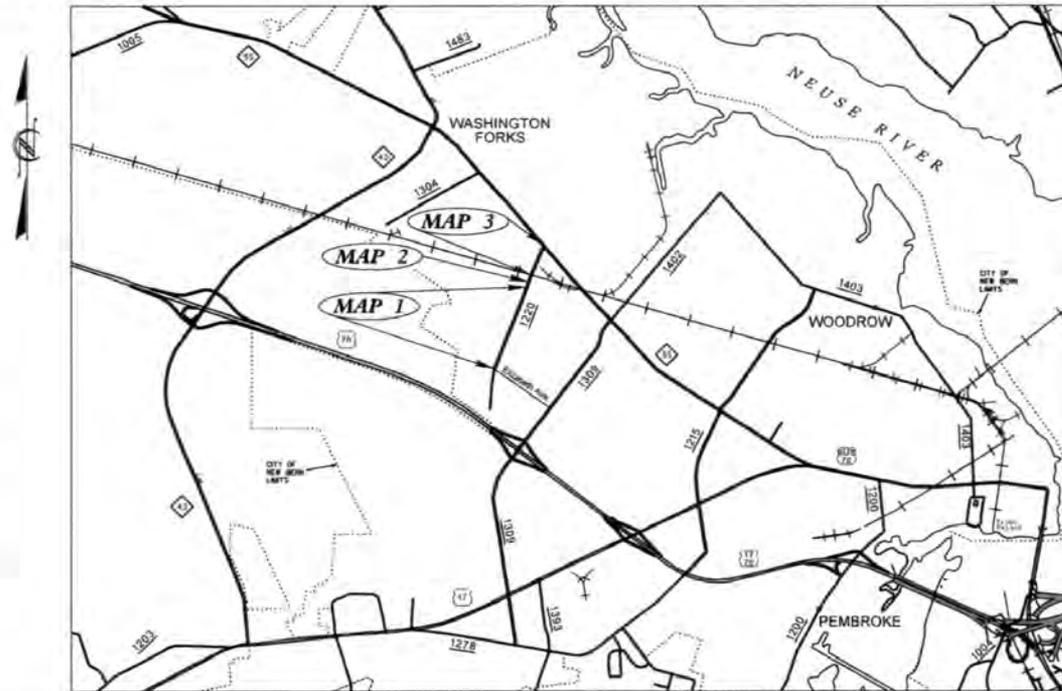
NORTH CAROLINA

RACETRACK ROAD ROADWAY IMPROVEMENTS - DESIGN OPTION 1B

FROM: ELIZABETH AVENUE

TO: NEUSE BOULEVARD

The base bid includes pavement repair, widening, leveling, resurfacing and pavement markings on Racetrack Road from Elizabeth Avenue to the railroad tracks. Alternate 1 includes replacement of a 36" reinforced concrete pipe with 2 @ 36" reinforced concrete pipes. Alternate 2 includes pavement repair, leveling, resurfacing and pavement markings on Racetrack Road from the railroad tracks to Neuse Boulevard.



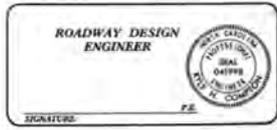
Prepared In the Office of:



Vaughn & Melton

Consulting Engineers

3115 TRENT ROAD
NEW BERN, NC 28562
252-631-5115



SHEET 1 OF 7 SHEETS

INDEX OF SHEETS	
SH. NO.	SHEET
1	TITLE SHEET
1A	INDEX OF SHEETS, GENERAL NOTES, AND STANDARD DRAWINGS
1B	CONVENTIONAL SYMBOLS
2-3	PAVEMENT SCHEDULE AND TYPICAL SECTIONS
4	SUMMARY OF QUANTITIES
5	ROADWAY DETAILS
6	TRAFFIC CONTROL DETAILS

GENERAL NOTES: 2018 NCDOT SPECIFICATIONS
EFFECTIVE: 01-16-2018

GRADING AND SURFACING OR RESURFACING AND WIDENING:

THE GRADE LINES SHOWN DENOTE THE FINISHED ELEVATION OF THE PROPOSED SURFACING AT GRADE POINTS SHOWN ON THE TYPICAL SECTIONS. WHERE NO GRADE LINES ARE SHOWN, THE PROFILES SHOWN DENOTE THE TOP ELEVATION OF THE EXISTING PAVEMENT ALONG THE CENTER LINE OF SURVEY ON WHICH THE PROPOSED RESURFACING WILL BE PLACED. GRADE LINES MAY BE ADJUSTED BY THE ENGINEER IN ORDER TO SECURE A PROPER TIE-IN.

SHOULDER CONSTRUCTION:

ASPHALT, EARTH, AND CONCRETE SHOULDER CONSTRUCTION ON THE HIGH SIDE OF SUPERELEVATED CURVES SHALL BE IN ACCORDANCE WITH STD. NO. 560.01 AND STD. NO. 560.02.

SIDE ROADS:

THE CONTRACTOR WILL BE REQUIRED TO DO ALL NECESSARY WORK TO PROVIDE SUITABLE CONNECTIONS WITH ALL ROADS, STREETS, AND DRIVES ENTERING THIS PROJECT. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PARTICULAR ITEMS INVOLVED.

DRIVEWAYS:

DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. 848.02 USING 3 FOOT RADII OR RADII AS SHOWN ON THE PLANS. LOCATIONS OF DRIVES WILL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

STREET TURNOUT:

STREET RETURNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. NO. 848.04 USING THE RADII NOTED ON PLANS.

UTILITIES:

UTILITY OWNERS ON THIS PROJECT ARE:
CITY OF NEW BERN
PIEDMONT NATURAL GAS
METRONET FIBER OPTIC

RIGHT-OF-WAY MARKERS:

ALL RIGHT-OF-WAY MARKERS ON THIS PROJECT SHALL BE PLACED BY OTHERS.

SURVEYS:

SURVEYS WERE SUPPLEMENTED (BY VAUGHN & MELTON) WITH GIS AND LIDAR INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXACT LOCATION, ORIENTATION AND ELEVATION OF EXISTING UTILITIES AND OTHER SURVEY INFORMATION PRIOR TO BEGINNING CONSTRUCTION AND/OR ORDERING MATERIALS. VAUGHN & MELTON IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.

2018 NCDOT ROADWAY ENGLISH STANDARD DRAWINGS EFF. 01-16-2018

THE FOLLOWING ROADWAY STANDARDS AS APPEAR IN "ROADWAY STANDARD DRAWINGS" HIGHWAY DESIGN BRANCH - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY, 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
DIVISION 2 - EARTHWORK	
200.03	METHOD OF CLEARING - METHOD III
225.02	GUIDE FOR GRADING - SUBGRADE - SECONDARY AND LOCAL
225.04	METHOD OF OBTAINING SUPERELEVATION - TWO LANE PAVEMENT
DIVISION 3 - PIPE CULVERTS	
300.01	METHOD OF PIPE INSTALLATION
310.10	DRIVEWAY PIPE CONSTRUCTION
DIVISION 5 - SUBGRADE, BASES AND SHOULDERS	
560.01	METHOD OF SHOULDER CONSTRUCTION - HIGH SIDE OF SUPERELEVATED CURVE - METHOD I
DIVISION 6 - ASPHALT BASES AND PAVEMENTS	
654.01	PAVEMENT REPAIRS
DIVISION 8 - INCIDENTALS	
838.01	CONCRETE ENDWALL FOR SINGLE AND DOUBLE PIPE CULVERTS - 15° THRU 48° PIPE 90 SKEW
846.01	CONCRETE CURB, GUTTER AND CURB & GUTTER
848.02	DRIVEWAY TURNOUT - RADIUS TYPE
848.04	STREET TURNOUT
866.01	CHAIN LINK FENCE - 4", 5" AND 6" HIGH FENCE
876.02	GUIDE FOR RIP RAP AT PIPE OUTLETS
876.04	DRAINAGE DITCHES WITH CLASS "B" RIP RAP
DIVISION 9 - SIGNING	
903.20	MOUNTING OF TYPE 'D', 'E', AND 'F' SIGNS ON WOOD POSTS
904.10	ORIENTATION OF GROUND MOUNTED SIGNS
904.20	SECONDARY SIGN MOUNTING
904.30	SUPPLEMENTAL SIGN MOUNTING
904.50	MOUNTING OF TYPE 'D', 'E', AND 'F' SIGNS ON 'U' CHANNEL POSTS
910.20	SIGNING SCHOOL ZONE WITHOUT MARKED CROSSWALK WHERE SPEED REDUCTION IS REQUIRED
DIVISION 11 - WORK ZONE TRAFFIC CONTROL	
1101.01	WORK ZONE ADVANCE WARNING SIGNS
1101.02	TEMPORARY LANE CLOSURES
1101.04	TEMPORARY SHOULDER CLOSURES
1101.05	WORK ZONE VEHICLE ACCESSES
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1110.02	PORTABLE WORK ZONE SIGNS
1130.01	DRUM
1135.01	CONES
1145.01	BARRICADES - TYPE III
1150.01	FLAGGING DEVICES
1180.01	SKINNY DRUM
DIVISION 12 - PAVEMENT MARKINGS, MARKERS, AND DELINEATION	
1205.01	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS
1205.01	PAVEMENT MARKINGS - DIVIDED AND UNDIVIDED ROADWAYS
1205.01	PAVEMENT MARKINGS - INTERSECTIONS
1205.01	PAVEMENT MARKINGS - TURN LANES
1205.01	PAVEMENT MARKINGS - SYMBOL AND WORD MESSAGES
1205.01	PAVEMENT MARKINGS - PAINTED ISLANDS
1205.01	PAVEMENT MARKINGS - SCHOOL AREAS

DATE PLOTTED: 01/11/2018 10:58:11 AM

CONVENTIONAL PLAN SHEET SYMBOLS

Note: Not to Scale *S.U.E. = Subsurface Utility Engineering

BOUNDARIES AND PROPERTY:

- State Line
- County Line
- Township Line
- City Line
- Reservation Line
- Property Line
- Existing Iron Pin
- Computed Property Corner
- Property Monument
- Parcel/Sequence Number
- Existing Fence Line
- Proposed Woven Wire Fence
- Proposed Chain Link Fence
- Proposed Barbed Wire Fence
- Existing Wetland Boundary
- Proposed Wetland Boundary
- Existing Endangered Animal Boundary
- Existing Endangered Plant Boundary
- Existing Historic Property Boundary
- Known Contamination Area: Soil
- Potential Contamination Area: Soil
- Known Contamination Area: Water
- Potential Contamination Area: Water
- Contaminated Site: Known or Potential

BUILDINGS AND OTHER CULTURE:

- Gas Pump Vent or UG Tank Cap
- Sign
- Well
- Small Mine
- Foundation
- Area Outline
- Cemetery
- Building
- School
- Church
- Dam

HYDROLOGY:

- Stream or Body of Water
- Hydro, Pool or Reservoir
- Jurisdictional Stream
- Buffer Zone 1
- Buffer Zone 2
- Flow Arrow
- Disappearing Stream
- Spring
- Wetland
- Proposed Lateral, Tail, Head Ditch
- False Sump

RAILROADS:

- Standard Gauge
- RR Signal Milepost
- Switch
- RR Abandoned
- RR Dismantled

RIGHT OF WAY & PROJECT CONTROL:

- Secondary Horiz and Vert Control Point
- Primary Horiz Control Point
- Primary Horiz and Vert Control Point
- Exist Permanent Easment Pin and Cap
- New Permanent Easment Pin and Cap
- Vertical Benchmark
- Existing Right of Way Marker
- Existing Right of Way Line
- New Right of Way Line
- New Right of Way Line with Pin and Cap
- New Right of Way Line with Concrete or Granite RW Marker
- New Control of Access Line with Concrete C/A Marker
- Existing Control of Access
- New Control of Access
- Existing Easement Line
- New Temporary Construction Easement
- New Temporary Drainage Easement
- New Permanent Drainage Easement
- New Permanent Drainage / Utility Easement
- New Permanent Utility Easement
- New Temporary Utility Easement
- New Aerial Utility Easement

ROADS AND RELATED FEATURES:

- Existing Edge of Pavement
- Existing Curb
- Proposed Slope Stakes Cut
- Proposed Slope Stakes Fill
- Proposed Curb Ramp
- Existing Metal Guardrail
- Proposed Guardrail
- Existing Cable Guiderail
- Proposed Cable Guiderail
- Equality Symbol
- Pavement Removal

VEGETATION:

- Single Tree
- Single Shrub

- Hedge
- Woods Line
- Orchard
- Vineyard

EXISTING STRUCTURES:

- MAJOR:
 - Bridge, Tunnel or Box Culvert
 - Bridge Wing Wall, Head Wall and End Wall
- MINOR:
 - Head and End Wall
 - Pipe Culvert
 - Footbridge
 - Drainage Box: Catch Basin, DI or JB
 - Paved Ditch Gutter
 - Storm Sewer Manhole
 - Storm Sewer

UTILITIES:

- POWER:
 - Existing Power Pole
 - Proposed Power Pole
 - Existing Joint Use Pole
 - Proposed Joint Use Pole
 - Power Manhole
 - Power Line Tower
 - Power Transformer
 - UG Power Cable Hand Hole
 - H-Frame Pole
 - UG Power Line LOS B (S.U.E.*)
 - UG Power Line LOS C (S.U.E.*)
 - UG Power Line LOS D (S.U.E.*)

TELEPHONE:

- Existing Telephone Pole
- Proposed Telephone Pole
- Telephone Manhole
- Telephone Pedestal
- Telephone Cell Tower
- UG Telephone Cable Hand Hole
- UG Telephone Cable LOS B (S.U.E.*)
- UG Telephone Cable LOS C (S.U.E.*)
- UG Telephone Cable LOS D (S.U.E.*)
- UG Telephone Conduit LOS B (S.U.E.*)
- UG Telephone Conduit LOS C (S.U.E.*)
- UG Telephone Conduit LOS D (S.U.E.*)
- UG Fiber Optics Cable LOS B (S.U.E.*)
- UG Fiber Optics Cable LOS C (S.U.E.*)
- UG Fiber Optics Cable LOS D (S.U.E.*)

WATER:

- Water Manhole
- Water Meter
- Water Valve
- Water Hydrant
- UG Water Line LOS B (S.U.E.*)
- UG Water Line LOS C (S.U.E.*)
- UG Water Line LOS D (S.U.E.*)
- Above Ground Water Line

TV:

- TV Pedestal
- TV Tower
- UG TV Cable Hand Hole
- UG TV Cable LOS B (S.U.E.*)
- UG TV Cable LOS C (S.U.E.*)
- UG TV Cable LOS D (S.U.E.*)
- UG Fiber Optic Cable LOS B (S.U.E.*)
- UG Fiber Optic Cable LOS C (S.U.E.*)
- UG Fiber Optic Cable LOS D (S.U.E.*)

GAS:

- Gas Valve
- Gas Meter
- UG Gas Line LOS B (S.U.E.*)
- UG Gas Line LOS C (S.U.E.*)
- UG Gas Line LOS D (S.U.E.*)
- Above Ground Gas Line

SANITARY SEWER:

- Sanitary Sewer Manhole
- Sanitary Sewer Cleanout
- UG Sanitary Sewer Line
- Above Ground Sanitary Sewer
- SS Forced Main Line LOS B (S.U.E.*)
- SS Forced Main Line LOS C (S.U.E.*)
- SS Forced Main Line LOS D (S.U.E.*)

MISCELLANEOUS:

- Utility Pole
- Utility Pole with Base
- Utility Located Object
- Utility Traffic Signal Box
- Utility Unknown UG Line LOS B (S.U.E.*)
- UG Tank; Water, Gas, Oil
- Underground Storage Tank, Approx. Loc.
- AG Tank; Water, Gas, Oil
- Geoenvironmental Boring
- UG Test Hole LOS A (S.U.E.*)
- Abandoned According to Utility Records
- End of Information

10/20/2018
 W:\GIS\Information Systems\GIS\Projects\2018\20180101\20180101_1B.dwg

PAVEMENT SCHEDULE

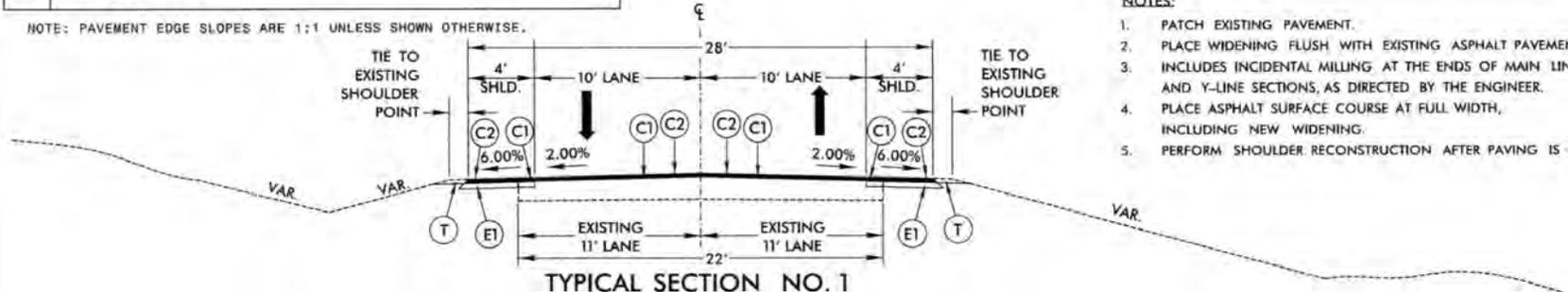
C1	PROP. ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C (LEVELING COURSE) PLACED AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
C2	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
C3	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 336 LBS. PER SQ. YD., IN EACH OF TWO LAYERS
D1	PROP. APPROX. 3.5" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 399 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
D2	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
E1	PROP. APPROX. 5" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 570 LBS. PER SQ. YD.
E2	PROP. APPROX. 5.5" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 627 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
T	SHOULDER RECONSTRUCTION.
U	EXISTING PAVEMENT.

NOTE: PAVEMENT EDGE SLOPES ARE 1:1 UNLESS SHOWN OTHERWISE.

PROJECT REFERENCE NO. 032010-25	SHEET NO. 2
ROADWAY DESIGN ENGINEER	
	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

NOTES:

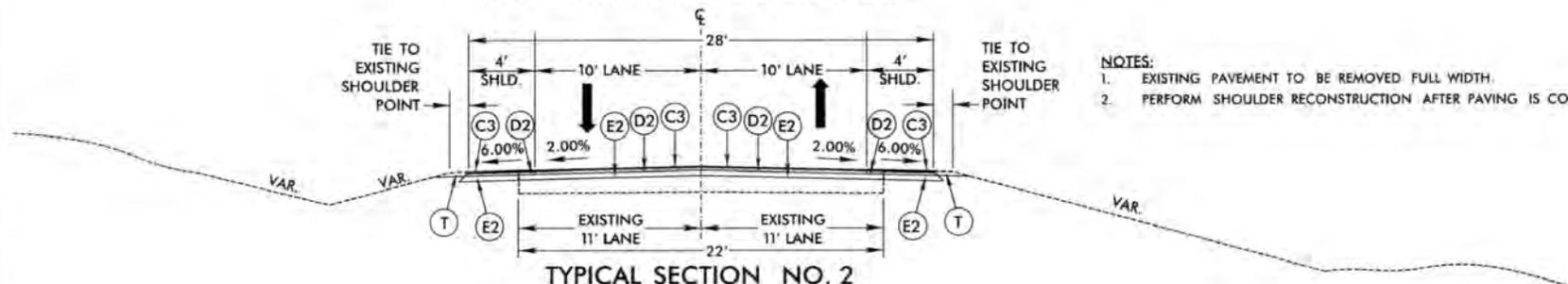
1. PATCH EXISTING PAVEMENT.
2. PLACE WIDENING FLUSH WITH EXISTING ASPHALT PAVEMENT.
3. INCLUDES INCIDENTAL MILLING AT THE ENDS OF MAIN LINE AND Y-LINE SECTIONS, AS DIRECTED BY THE ENGINEER.
4. PLACE ASPHALT SURFACE COURSE AT FULL WIDTH, INCLUDING NEW WIDENING.
5. PERFORM SHOULDER RECONSTRUCTION AFTER PAVING IS COMPLETED.



TYPICAL SECTION NO. 1

USE WITH MAP 1

BEGIN AT EXISTING CURB AND GUTTER ON ELIZABETH AVENUE
END 230 FEET SOUTH OF CENTERLINE OF RAILROAD TRACK



TYPICAL SECTION NO. 2

USE WITH MAP 2

BEGIN 230 FEET SOUTH OF CENTERLINE OF RAILROAD TRACK
END 60 FEET SOUTH OF CENTERLINE OF RAILROAD TRACK

NOTES:

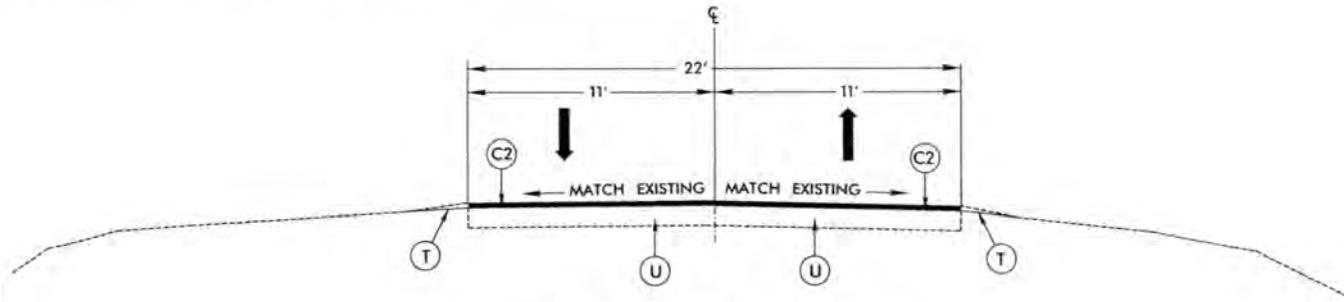
1. EXISTING PAVEMENT TO BE REMOVED FULL WIDTH.
2. PERFORM SHOULDER RECONSTRUCTION AFTER PAVING IS COMPLETED.

12/22/2020 V:\NCT\Transportation\032010-25 Railroad\Road-Site\Resurfacing Package\TIP_Rdy_tsh.dgn

PAVEMENT SCHEDULE

C1	PROP. ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C (LEVELING COURSE) PLACED AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
C2	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
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D1	PROP. APPROX. 3.5" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 399 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
D2	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
E1	PROP. APPROX. 5" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 570 LBS. PER SQ. YD.
E2	PROP. APPROX. 5.5" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 627 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
T	SHOULDER RECONSTRUCTION.
U	EXISTING PAVEMENT.

NOTE: PAVEMENT EDGE SLOPES ARE 1:1 UNLESS SHOWN OTHERWISE.



TYPICAL SECTION NO. 3

USE WITH MAP 3

BEGIN 60 FEET NORTH OF CENTERLINE OF RAILROAD TRACK
END AT TIE INTO NEUSE BOULEVARD

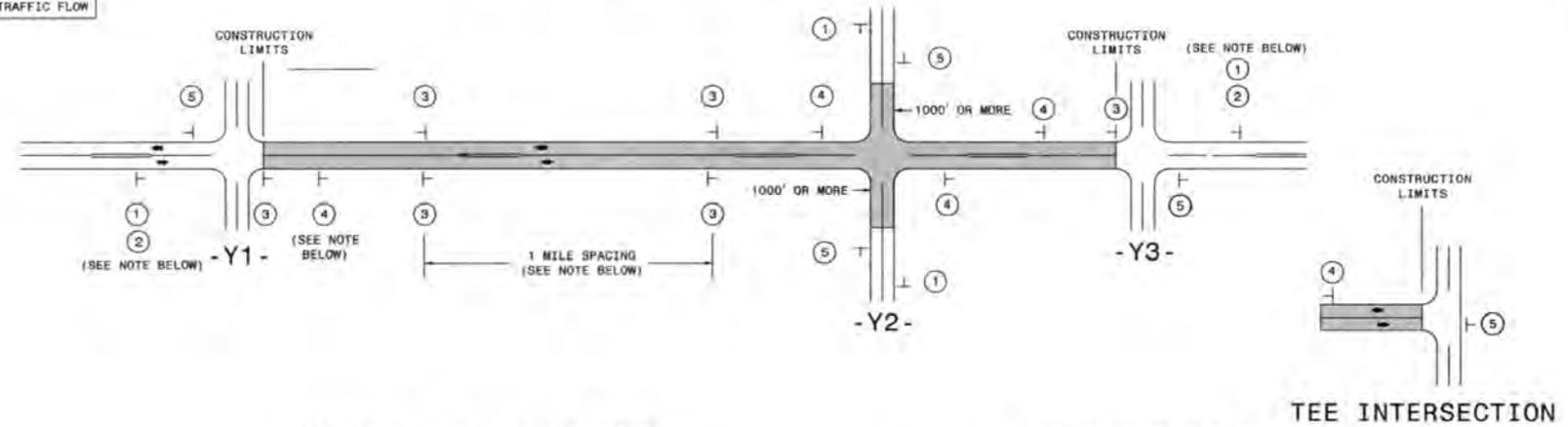
NOTES:

1. PATCH EXISTING ASPHALT PAVEMENT AS DIRECTED BY THE ENGINEER.
2. PLACE ASPHALT SURFACE COURSE AT FULL WIDTH OF EXISTING ASPHALT PAVEMENT, AS DIRECTED BY THE ENGINEER.
3. INCLUDES INCIDENTAL MILLING AT THE ENDS OF MAIN LINE, AS DIRECTED BY THE ENGINEER.
4. PERFORM SHOULDER RECONSTRUCTION AFTER PAVING IS COMPLETED.

PROJECT REFERENCE NO. 032010-25	SHEET NO. 3
ROADWAY DESIGN ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

SIGNING FOR RESURFACING PROJECTS

LEGEND
 + STATIONARY SIGN
 → DIRECTION OF TRAFFIC FLOW



MAINLINE (-L-) SIGNING

-Y- LINE SIGNING

SIGNING NOTES AND PLACEMENT PER DIRECTION		<p>PLACE 1000' PRIOR TO BEGINNING OF CONSTRUCTION LIMITS. ONLY USED ON -Y- LINES IF RESURFACING LIMITS EXTEND 1000' ALONG -Y- LINE.</p>	<p>NO REQUIRED STATIONARY SIGNING FOR THE FOLLOWING -Y- LINE CONDITIONS:</p> <ol style="list-style-type: none"> 1) LESS THAN 1000' OF RESURFACING ALONG -Y- LINE 2) SUBDIVISION ROADS 3) DEAD END ROADS <p>WHEN PAVING/CONSTRUCTION ACTIVITIES PROCEED ACROSS AN UNSIGNED -Y- LINE, PORTABLE ADVANCE WARNING SIGNS SHALL BE USED ALONG THE -Y- LINE AS SHOWN BELOW. REMOVE UPON COMPLETION OF WORK.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>PLACED 500' IN ADVANCE OF FLAGGER.</p> </div> <div style="text-align: center;"> <p>PLACED 250' IN ADVANCE OF FLAGGER.</p> </div> </div>
		<p>#2 SIGN ONLY USED WHEN CONSTRUCTION LIMITS ARE 2 OR MORE MILES IN LENGTH. ROUND UP TO NEXT WHOLE NUMBER. (NO FRACTIONAL OR DECIMAL NUMBERS)</p>	
		<p>PLACE INITIALLY AT THE CONSTRUCTION LIMITS AND SPACE 1 MILE APART THEREAFTER. AT TEE INTERSECTIONS INSTALL INITIALLY 1/2 MILE FROM INTERSECTION AND SPACE 1 MILE APART THEREAFTER.</p>	
		<p>THESE ARE FOR -Y- LINES THAT ARE "THROUGH" ROADWAYS. DEAD END AND SUBDIVISION ROADS ARE NOT "THROUGH" ROADWAYS. INSTALL 500' +/- FROM EACH -Y- LINE APPROACH AS SHOWN ABOVE. FOR MULTIPLE -Y- LINES THAT ARE SEPARATED BY 0.25 MILES OR LESS, TREAT AS A SINGLE UNIT AND INSTALL WITHIN 500' OF EACH APPROACH. A MAXIMUM OF 2 SIGN SETS PER MILE. DO NOT INSTALL WHEN -Y- LINES ARE WITHIN 0.5 MILES FROM "END ROAD WORK" SIGN. FOR TEE INTERSECTIONS, INSTALL WITHIN 500' +/- OF THE INTERSECTION ALONG -L- LINE.</p>	
	<p>PLACE 500' FOLLOWING THE END OF CONSTRUCTION LIMITS OR AS SHOWN WHEN WORK ENDS AT A 3-WAY TEE INTERSECTION.</p>		
<p>THE ABOVE SIGNS ARE ALL THAT ARE REQUIRED FOR A CONTRACTOR TO BEGIN A RESURFACING CONTRACT. ANY ADDITIONAL SIGNS REQUESTED BY NCDOT DIVISIONS SHALL BE INSTALLED WITHIN 7 BUSINESS DAYS OF THE START OF CONTRACT WORK.</p>			



ADVANCE WARNING SIGNS FOR RURAL AND SUBURBAN 2-LANE ROADWAY RESURFACING

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Urban Design Ventures, LLC for Planning Consultant Services for the Community Development Block Grant Program and other Community Development and Housing Activities.

Date of Meeting: August 8, 2023	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Chris Seaberg, Community and Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Submittals were received in response to a Request for Proposal (RFP) seeking qualified individuals and/or planning consulting firms for the provision of professional services in the design, planning and implementation of the FY 2023, 2024, 2025, 2026, and 2027 CDBG Program, and other community development and housing activities. Urban Design Ventures LLC was selected as the highest ranking of the two qualified responses evaluated by a three (3) member review committee representing various City departments.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution
Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



MEMORANDUM

TO: Mayor Odham and Board of Aldermen

FROM: Christopher Seaberg, Community and Economic Development Manager

DATE: July 28, 2023

SUBJECT: Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Urban Design Ventures, LLC for Planning Consultant Services for the Community Development Block Grant Program and other Community Development and Housing Activities.

The City of New Bern is currently administering a HUD Community Development Block Grant Program (CDBG). In accordance with the Federal Procurement Regulations found in 2 CFR Part 200.319, which establishes standards for the procurement of property and services involving the expenditure of Federal funds, the City requested written proposals from qualified individuals and/or planning consulting firms for the provision of professional services in the design, planning and implementation of the FY 2023, 2024, 2025, 2026, and 2027 CDBG Program, and other community development and housing activities.

The City publicly advertised a Request for Proposal (RFP) on June 26, 2023, for these services and received two (2) proposals on July 17, 2023. The intent is to contract with the selected individual or firm for a period of five (5) years. The length of contract period will allow for the development of the FY 2024-2028 Five Year Consolidated Plan along with the subsequent annual action plans to support its implementation. Each proposal was evaluated using the "Factors for Award" published in the RFP. A three-member review committee representing various City departments reviewed each proposal and the total scores are displayed below:

Firm	Total Score
Urban Design Ventures, LLC	283.5
Disaster Recovery Services, LLC	238

The final rankings resulted in Urban Design Ventures, LLC with 283.5 out of an available 300 points. Staff recommends the Board consider approving a Resolution Authorizing the City Manager to enter negotiations and execute a Contract with Urban Design Ventures, LLC, and furthermore if negotiations fail to proceed to the next highest ranked respondent until a mutually agreeable contract is approved for Planning Consultant Services for the Community Development Block Grant Program and other Community Development and Housing Activities.

If you have any questions or need additional information, please contact Christopher Seaberg at 252-639-7580.

RESOLUTION

THAT WHEREAS, a Request for Proposals ("RFP") for Planning Consultant Services for the Community Development Block Grant Program and other community development and housing activities was publicly advertised on June 26, 2023, and proposals were received on July 17, 2023; and

WHEREAS, the following two (2) firms submitted proposals, which were reviewed and scored:

Urban Design Ventures, LLC	283.5
Disaster Recovery Services, LLC	238

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

That the City Manager is hereby authorized to negotiate and execute a contract with the highest-ranking firm, Urban Design Ventures, LLC, for the planning consultant services for the Community Development Block Grant Program and other community development and housing activities for the City of New Bern.

ADOPTED THIS 8TH DAY OF AUGUST 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving accepting Back the Bloomfield Property and Remaining Allocated Funds from the RDC for Construction of a Health and Wellness Community Center

Date of Meeting: 8/8/2023	Ward # if applicable: NA
Department: Administration	Person Submitting Item: Marvin Williams
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: NA

Explanation of Item:	The RDC voted unanimously to convey the lots of property located on Bloomfield Street back to the City of New Bern along with the remaining allocated funds of \$350,000.00. It was explained by one of the commissioners that the vision for this project came from the RDC and the idea of using the City's infrastructure and resources was the most efficient and ideal conclusion.
Actions Needed by Board:	Consider Adopting a Resolution
Backup Attached:	Resolution and Memo

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

Cost of Agenda Item: \$0
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Additional Notes: NA

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: Marvin Williams
Assistant City Manager

DATE: August 8, 2023

SUBJECT: Consider Adopting a Resolution Approving accepting Back the Bloomfield Property and Remaining Allocated Funds from the RDC for Construction of a Health and Wellness Community Center

Background Information

The RDC voted unanimously to convey the lots of property located on Bloomfield Street back to the City of New Bern along with the remaining allocated funds of \$350,000.00. It was explained by one of the commissioners that the vision for this project came from the RDC and the idea of using the City's infrastructure and resources was the most efficient and ideal conclusion.

Requested Action

We are requesting that the Board of Aldermen consider approving the attached resolution which reverts the Bloomfield Property and balance of allocated funds back to the City for construction of a health and wellness community center.

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern acquired certain parcels of land located at 908, 910 and 914 Bloomfield Street, being identified as Craven County parcel identification numbers 8-006-318, 8-006-319, and 8-006-320 (“Subject Properties”), for the purpose of erecting a health and wellness community center; and

WHEREAS, the City of New Bern allocated three hundred fifty thousand dollars (\$350,000.00) to the Redevelopment Commission in support of the health and wellness community center project; and

WHEREAS, the Redevelopment Commission caused the Subject Properties to be cleared, rezoned and otherwise made suitable for redevelopment; and

WHEREAS, the Redevelopment Commission has developed partnerships with various stakeholders, including health care providers, to aid in planning for the construction and operation of a health and wellness community center; and

WHEREAS, the Redevelopment Commission has requested assistance from the City in further redeveloping the Subject Properties;

WHEREAS, the Redevelopment Commission unanimously voted to convey the subject properties to the City subject to certain restrictive covenants, and return the balance of the monies previously allocated to the Commission for the health and wellness center back to the City.

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

Section 1. That the Quitclaim Deed dated June 28, 2023, by and between the Redevelopment Commission of the City of New Bern and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved.

Section 2. That the City of New Bern hereby approves the reallocation of Three Hundred Thirteen Thousand Eighteen Dollars and Eighty-Eight cents (\$313,018.88) of the funds previously allocated to the Commission for a health and wellness center to the City of New Bern.

ADOPTED THIS 8TH DAY OF AUGUST, 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 NOS. 8-006-318, 8-006-319, 8-006-320

REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

THIS QUITCLAIM DEED, made and entered into this 28th day of June, 2023, by and between **REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN**, (“Grantor”), and the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, with a mailing address of Post Office Box 1129, New Bern, North Carolina, 28563, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has remised and released, and by these presents does remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title and interest of the said Grantor in and to those lots or parcels of land located in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, free and discharged from all right, title, claim, or interest of the said Grantor, or anyone claiming by, through or under the Grantor.

IN TESTIMONY WHEREOF, the **REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN** has caused this instrument to be executed in its corporate name by its Chairman as of the day and year first above written.

**REDEVELOPMENT COMMISSION OF THE
CITY OF NEW BERN**

(SEAL)

By: _____ (SEAL)
Tharesa Lee, Chairman

ATTEST:

Kip Peregoy, Vice Chairman
Redevelopment Commission of the City of New Bern

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on _____ day of June 2023, before me personally appeared THARESA LEE, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Chairman of the Redevelopment Commission of the City of New Bern and that KIP PEREGOY is the Vice Chairman of the Redevelopment Commission of the City of New Bern, a North Carolina municipal corporation and that by the authority duly given and as the act of said public body, the foregoing instrument was signed in its name by its Chairman for the purposes therein expressed, and attested by KIP PEREGOY as its Vice Chairman.

WITNESS my hand and official seal this the _____ day of June, 2023.

Notary Public

My Commission Expires:

EXHIBIT A
PROPERTY DESCRIPTION

TRACT 1: (Parcel No. 8-006-318)

All that certain lot or parcel of land in Craven County, North Carolina, in the City of New Bern, lying and being situated on the east side of Bloomfield Street, and more particularly described as Lot No. 52 of Pavietown (a plat of which is of record in the office of the Register of Deeds of Craven County in book 106, page 385, reference to which is hereby made.) Together with the dwelling and improvements situated thereon, and being No. 908 Bloomfield Street according to the present postal enumerations of dwellings and buildings in the City of New Bern.

Being the same lot or parcel conveyed and described in the deed from J. C. Franks and his wife, Daisy Belle Franks, to W. H. Marshall and his wife, Hattie Marshall, dated January 17, 1941, and recorded in the office of the Register of Deeds of Craven County in book 354, page 142, reference to which is hereby made; which said deed created a tenancy by the entirety, and upon the death of the said W. H. Marshall, Hattie Marshall, his wife, became seized of title in fee simple to the said lot and premises.

Being the same lot or parcel conveyed and described in the deed from Bishop S. Rivers and wife, Blance L. Rivers, to Samuel D. McCotter and Robinette Smith, dated January 9, 1989 and recorded in the office of the Register of Deeds of Craven County in book 1214 page 45, reference to which is hereby made.

TRACT 2: (Parcel No. 8-006-319)

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

In the City of New Bern in the Townsite known as Pavietown, a plot of which is recorded in Book 106 at Page 385 and being a part of lot 53 in said townsite, described as follows: Beginning at a point on the east side of Bloomfield Street at a point 104 feet from the northeast intersection of Bloomfield and Main Streets, it being the southwest corner of Lot #53, thence running northwardly with Bloomfield Street 48 feet; thence eastwardly and parallel with Main Street 102 feet; thence southwardly and parallel with Bloomfield Street 48 feet to the line of Lot #52; thence westwardly 102 feet to the beginning.

Being the same property as described in Deed Book 1092 at Page 182 of the Craven County Registry.

TRACT 3: (Parcel No. 8-006-320)

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

Tract One:

Beginning at a point 31 feet 9 inches North of the Southwestern corner of Lot No. 54 in the plan of Paviatown as platted and recorded in Book 106, Page 385 in the Office of the Register of Deeds of Craven County and running Northwardly 25 feet 5 inches along the Eastern side of Bloomfield Street in the southern line of Lot No. 55; thence eastwardly along said southern line 102 feet, more or less, to the western line of Lot No. 44; thence Southwardly along said western line 25 feet 5 inches to a stake; thence westwardly parallel with southern line to the point of beginning on Bloomfield Street; it being a part of Lot No. 54 as described in the deed from Geo. W. Pavie et als to Ellen Nixon in Book 123, Page 246; and being the same conveyed to said A. T. Dill by L. R. Selby by deed dated 26th day of March, 1914, recorded in Book 202, Page 47, to which deeds reference is hereby made for further description.

Tract Two:

In the City of New Bern in the townsite known as Paviatown, a plot of which is recorded in Book 106, Page 385, and described as follows:

Beginning on the east side of Bloomfield Street at a point 4 feet south from the southwest corner of Lot No. 54 and running thence northwardly with the east line of Bloomfield Street 35 feet 9 inches; thence eastwardly and parallel with Main Street 102 feet; thence southwardly and parallel with Bloomfield Street 35 feet 9 inches, thence westwardly and parallel with Main Street 102 feet to the point of beginning. Being the same land conveyed by J.C. Franks to Major L. Dudley by deed dated December 28, 1946, recorded in Book 405, Page 139, in the Office of the Register of Deeds of Craven County.

Being the same property as described in Deed Book 1494 at Page 316 of the Craven County Registry.

EXHIBIT B
Restrictive Covenants

WHEREAS, the real property described in Exhibit A and bearing postal addresses 908, 910 and 914 Bloomfield Street, New Bern, North Carolina ("Property") is located in the redevelopment area of the City of New Bern; and

WHEREAS, Grantor is a redevelopment commission which exists and operates for the public purposes of acquiring and replanning such areas and of holding or disposing of them in such manner that they become available for economically and socially sound redevelopment; and

WHEREAS, Goal 5 of the Grantor's redevelopment plan is to encourage community health and wellness by increasing the number of healthcare, wellness, and recreation options in the redevelopment area; and

WHEREAS, Grantor and Grantee understand and agree that restrictive covenants contained herein are intended to comply with the goals of Grantor's redevelopment plan and the provisions of Article 22 of Chapter 160A of the General Statutes and shall be binding on Grantee, and all subsequent owners of the Property.

NOW, THEREFORE, the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

1. These covenants shall be administered solely by the Redevelopment Commission of the City of New Bern, its successor in interest or assigns. Upon any conveyance of the Property by the City of New Bern ("City"), the Redevelopment Commission's rights under these Restrictive Covenants shall pass to the City who shall thereafter administer these covenants. Additionally, upon the City's conveyance of the Property, the City may record additional covenants and restrictions to further the purposes of the City, and to further the purpose of providing health care and wellness opportunities to the public on the Property.

2. The Property shall be used and operated solely as a health care, wellness, or community facility.

3. Grantor conveys the Property to the Grantee for so long as the Property is used and operated as a health care, wellness or community facility.

4. These restrictions shall be covenants and restrictions running with the land.

5. Each provision of this document shall be interpreted in such a manner as to not affect the validity of the conveyance of the Property under G.S. §160A-266 and G.S. §160A-514. However, if the application of any provision shall be invalid or shall result in the invalidity of the

conveyance of the Property under G.S. §160A-266 and G.S. §160A-514, that provision shall be null and void. The provisions of this document are declared to be severable.

6. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to either the Grantor or the City as the case may be depending upon whether the City has subsequently conveyed the Property. No failure on the part of the Grantor (or the City) to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Grantor (or the City) shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Grantor (or the City) to enforce the same in event of a subsequent breach or default. In any case where a court finds that a violation has occurred the court may require the City (or subsequent grantee if the City has conveyed the Property) to reimburse the Grantor (or the City) for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the purchase of 5 Murray Street from Sanderson Holdings LLC.

Date of Meeting: August 8, 2023	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Marvin Williams, Assistant City Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City of New Bern has negotiated the purchase price of \$4,000.00 for property currently owned by Sanderson Holdings LLC, physical address of 5 Murray Street, Tax Parcel Number 8-006-178. This parcel will be part of the Duffyfield Stormwater Enhancements Project, which when completed, will include a series of interconnected constructed stormwater wetland areas designed to mitigate flooding in the Duffyfield area and improve water quality as runoff drains to the Biddle Street Stormwater Pond.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Offer to Purchase
Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



MEMORANDUM

TO: Mayor Odham and Board of Aldermen

FROM: Marvin Williams, Assistant City Manager

DATE: July 28, 2023

SUBJECT: Consider Adopting a Resolution Authorizing the purchase of 5 Murray Street from Sanderson Holdings LLC.

The City of New Bern has negotiated the purchase price of \$4,000.00 for property currently owned by Sanderson Holdings LLC, physical address of 5 Murray Street, Tax Parcel Number 8-006-178. This parcel will be part of the Duffyfield Stormwater Enhancements Project, which when completed, will include a series of interconnected constructed stormwater wetland areas designed to mitigate flooding in the Duffyfield area and improve water quality as runoff drains to the Biddle Street Stormwater Pond.

If you have any questions or need additional information, please contact Marvin Williams at 252-639-2703.

RESOLUTION

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

That the Offer to Purchase and Contract dated August 8, 2023, by and between the City of New Bern and Sanderson Holdings LLC, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate for and on behalf of the City.

ADOPTED THIS 8th DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Sanderson Holdings LLC

(b) "Buyer": City of New Bern

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: _____

City: _____ Zip: _____

County: _____, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: Craven County Parcel Identification Number 8-006-178

Other description: See Exhibit A

Some or all of the Property may be described in Deed Book 3587 at Page 1704

(d) "Purchase Price":

\$ 4,000.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ 4,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds, such as official bank check, wire transfer, or electronic transfer, no later than _____, **TIME BEING OF THE ESSENCE.**

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2015
© 7/2015

Buyer initials _____ Seller initials _____

have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): N/A

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on _____ the date fifteen (15) days after the Effective Date **TIME BEING OF THE ESSENCE** with regard to said date.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on or before fifteen (15) days after the expiration of the Due Diligence Period (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. FIXTURES AND EXCLUSIONS:

(a) **Items Leased or Not Owned**: Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: _____

(b) **Specified Items**: Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool, hot tub, spa and all related equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, all bathroom wall mirrors and all attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items**: Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey**: The following items shall not convey (*identify those items to be excluded under subparagraphs (b) and (c)*): _____

Seller shall repair any damage caused by removal of any items excluded above.

***NOTE**: Seller’s use, removal or resale of fuel in any fuel tank is subject to Seller’s obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. **PERSONAL PROPERTY**: The following personal property shall be transferred to Buyer at no value at Closing: _____

(NOTE: Buyer is advised to consult with Buyer’s lender to assure that the Personal Property items listed above can be included in this Contract.)

4. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete the purchase.

(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement** (*check only one*):

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender,
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) restrictive covenant compliance;
- (iv) appraisal,
- (v) title search,
- (vi) title insurance,
- (vii) recording the deed, and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

8. SELLER OBLIGATIONS:

(a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: City of New Bern

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. POSSESSION: Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |

Identify other attorney or party drafted addenda: _____

NOTE: UNDER NC LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

19. 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.

20. **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. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: Sanderson Holdings LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: Jeffrey T. Odham

Name: Thomas Jason Sanderson

Title: Mayor

Title: Managing Member

Date: _____

Date: _____

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 300 Pollock Street
New Bern, NC 28560

Buyer Fax#: 252-639-2841

Buyer E-mail: hughesf
fhughes@newbernnc.gov

SELLER NOTICE ADDRESS:

Mailing Address: 3010 Trent Road
New Bern, NC 28562

Seller Fax#: _____

Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Seller's Agent Dual Agent
Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____ Seller: _____

(Signature)

Date _____ Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm: _____

Time: _____ AM PM By: _____
(Signature)

(Print name)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Annual Settlement for 2020, 2021 & 2022 Real & Personal Tax Collections

Date of Meeting: 008/08/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	State statutes (G.S. §105-373) require that the tax collector provide the Board of Aldermen with an annual settlement of property taxes. The attached settlements are for years 2020, 2021 and 2022.
Actions Needed by Board:	It is requested that the Board accept and enter into the minutes the enclosed settlement statements submitted by the Craven County Tax Administrator.
Backup Attached:	Memo, Tax Settlement Memos from Craven County Tax Collector

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: July 28, 2023
RE: Annual Settlements of 2020, 2021 & 2022 Real & Personal Property Tax Collections

Background

State statutes (G.S. §105-373) require that the tax collector provide the Board of Aldermen with an annual settlement of property taxes. The tax settlements for years 2020 and 2021 have not previously been brought before the Board by the City finance staff. Pursuant to G.S. §105-373, it is requested the Board accept and enter into the minutes the enclosed settlement statements for years 2020, 2021 and 2022 submitted by the Craven County Tax Administrator.

Requested Action

It is recommended that the Board accept the annual tax settlements for the 2020, 2021 and 2022 tax levies at its August 8, 2023 meeting.

**Tax Administrator
Craven County**



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

Ronald V. Antry
Tax Administrator

July 1, 2021

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

Dear Ms. Hogan:

I am pleased to present the settlement of the City of New Bern tax collections for tax year 2020. This date corresponds to the city's 2020-2021 fiscal year.

	Real and Other Personal Property
2020 Tax Levy (Per Scroll)	\$ 14,610,165.68
Releases	<32,483.71>
Refunds	<3,648.20>
Write-Offs	<313.14>
Total 2020 Amended Tax Levy	\$ 14,573,720.63
Collections as of June 30, 2021	\$ <14,483,669.34>
Delinquent 2020 Taxes	\$ 90,051.29
Percent Collected	99.38

The net taxable valuation of all property excluding registered motor vehicles within the town corrected through June 30, 2021 is \$3,016,195,048. If I can provide to you anything further, please call on me.

Respectfully submitted,

Ronald V. Antry
Craven County Tax Administrator



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

Tax Administrator
Craven County



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

Ronald V. Antry
Tax Administrator

July 1, 2021

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

Dear Ms. Hogan:

I am pleased to present the settlement of the City of New Bern Municipal Service District tax collections for tax year 2020. This date corresponds to the city's 2020-2021 fiscal year.

	Real and Other Personal Property
2020 Tax Levy (Per Scroll)	\$ 191,347.30
Releases	<252.56>
Refunds	<0.00>
Write-Offs	<8.10>
Total 2020 Amended Tax Levy	\$ 191,086.64
Collections as of June 30, 2021	\$ <191,042.32>
Delinquent 2020 Taxes	\$ 44.32
Percent Collected	99.98

The net taxable valuation of all property excluding registered motor vehicles within the New Bern Municipal Service District corrected through June 30, 2021 is \$138,865,068. If I can provide to you anything further, please call on me.

Respectfully submitted,

Ronald V. Antry
Craven County Tax Administrator



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

Tax Administrator

Craven County



Ms. Leslie L Young
Tax Administrator

July 01, 2022

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

Dear Ms. Hogan:

I am pleased to present the settlement of the City of New Bern tax collections for Tax Year 2021. This date corresponds to the town's 2021-2022 Fiscal Year.

	<u>Real and Other Personal Property</u>
2021 Tax Levy (Per Scroll)	\$15,112,198.45
Releases	78,580.03
Refunds	297.38
Write-Offs	<u>1,576.79</u>
Total 2021 Amended Tax Levy	\$15,031,744.25
Collections as of June 30, 2022	\$14,891,376.51
Delinquent 2021 Taxes	\$ 140,367.74
Percent Collected	99.09%

The net taxable valuation of all property excluding registered motor vehicles within the New Bern Municipal Service District corrected through June 30, 2022, is \$3,120,739,021. If I can provide to you anything further, please call on me.

Respectfully submitted,

A handwritten signature in cursive script that reads "Leslie L. Young".

Leslie L. Young
Craven County Tax Administrator

Tax Administrator



Ms. Leslie L Young
Tax Administrator

July 01, 2022

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

Dear Ms. Hogan:

I am pleased to present the settlement of the City of New Bern Municipal Service District tax collections for Tax Year 2021. This date corresponds to the town's 2021-2022 Fiscal Year.

	<u>Real and Other Personal Property</u>
2021 Tax Levy (Per Scroll)	\$197,044.89
Releases	125.47
Refunds	-0-
Write-Offs	<u>8.02</u>
Total 2021 Amended Tax Levy	\$196,911.40
Collections as of June 30, 2022	\$196,174.52
Delinquent 2021 Taxes	\$ 736.88
Percent Collected	99.64%

The net taxable valuation of all property excluding registered motor vehicles within the New Bern Municipal Service District corrected through June 30, 2022, is \$142,911,476. If I can provide to you anything further, please call on me.

Respectfully submitted,

A handwritten signature in cursive script that reads "Leslie L. Young".

Leslie L. Young
Craven County Tax Administrator

226 Pollock Street
PO Box 1128 New Bern, North Carolina 28563-1128
Tax Collections (252) 636-6605 | Real Estate (252) 636-6640 | Personal Property (252) 636-6604
Fax (252) 636-2569 | Email tax@cravencountync.gov

Tax Administrator



Ms. Leslie L Young
Tax Administrator

July 07, 2023

Kimberly Ostrom, Director of Finance
City of New Bern
PO Box 1129
New Bern, NC 28563-1129

Dear Kimberly Ostrom:

I am pleased to present the settlement for the City of New Bern tax collections for Tax Year 2022. This date corresponds to the town's 2022-2023 Fiscal Year.

	<u>Real and Other Personal Property</u>
2022 Tax Levy (Per Scroll)	\$15,532,588.16
Releases	75,592.33
Refunds	2,512.75
Write-Offs	<u>570.63</u>
Total 2022 Amended Tax Levy	\$15,453,912.45
Collections as of June 30, 2023	\$15,331,734.69
Delinquent 2022 Taxes	\$ 122,177.76
Percent Collected	99.22%

The net taxable valuation of all property excluding registered motor vehicles within the City of New Bern corrected through June 30, 2023, is \$3,205,064,077. If I can provide to you anything further, please call on me.

Respectfully submitted,

Leslie L. Young
Craven County Tax Administrator

Tax Administrator



Ms. Leslie L Young
Tax Administrator

July 01, 2023

Kimberly Ostrom, Director of Finance
City of New Bern
PO Box 1129
New Bern, NC 28563-1129

Dear Kimberly Ostrom:

I am pleased to present the settlement of the City of New Bern Municipal Service District tax collections for Tax Year 2022. This date corresponds to the town's 2022-2023 Fiscal Year.

	<u>Real and Other Personal Property</u>
2022 Tax Levy (Per Scroll)	\$199,594.62
Releases	1,186.50
Refunds	0.00
Write-Offs	<u>6.97</u>
Total 2022 Amended Tax Levy	\$198,401.15
Collections as of June 30, 2023	\$198,094.38
Delinquent 2022 Taxes	\$ 306.77
Percent Collected	99.86%

The net taxable valuation of all property excluding registered motor vehicles within the New Bern Municipal Service District corrected through June 30, 2023, is \$144,473,604. If I can provide to you anything further, please call on me.

Respectfully submitted,

Leslie L. Young
Craven County Tax Administrator

Craven County Tax Department
226 Pollock Street, New Bern, NC 28560 | PO Box 1128 New Bern, North Carolina 28563-1128
Tax Collections (252) 636-6605 | Real Estate Appraisal (252) 636-6640 | Personal Property Appraisal (252) 636-6604
Fax (252) 636-2569 | Website www.cravencountync.gov/tax

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting Schedule of Fees and Charges Ordinance Amendment for Fiscal Year 2023-2024

Date of Meeting: 08/08/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Amend the Schedule of Fees and Charges for FY23-24, effective August 9, 2023. Schedule of Fees and Charges with redline and Schedule of Fees and Charges without redline are attached.
Actions Needed by Board:	Adopt Ordinance Amendment for FY23-24 Schedule of Fees and Charges
Backup Attached:	Memo, Ordinance Amendment

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: July 26, 2023
RE: Amendment to Schedule of Fees and Charges

Background

The City of New Bern Schedule of Fees and Charges, adopted on June 13, 2023, should be amended to reflect the proposed Fire Department fee changes. The changes are identified in red on the attached proposed City of New Bern Schedule of Fees and Charges effective August 9, 2023. Fire Marshal Johnathon Gaskins will be present at the meeting to answer any questions.

Requested Action

The Board considers adopting the enclosed budget amendment at its meeting on August 8, 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 13, 2023 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 13, 2023 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 August 9, 2023.

ADOPTED THIS 8th DAY OF AUGUST, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE AUGUST 9, 2023
(Revised 8/8/2023)

1. ADMINISTRATIVE	FEES
CD or DVD	\$5
Copies - Other info not specifically listed	Minimum \$2.00 (1 - 10 copies) 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 \$75
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$75/hydrant
Plan Review (Construction)	\$75
New Business Inspection	\$75
ABC/ALE Inspection	\$75
Special Requested Inspections	\$75
Care Homes (foster, respite, therapeutic)	\$75
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	\$250/hour
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 AUGUST 9, 2023
(Revised 8/8/2023)

Failure to obtain final inspection	\$150
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	\$100 + \$2 per device
Fire alarm and detection systems and related equipment	\$100 + \$2 per device
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial ovens	\$75
Private fire hydrants	\$75 per hydrant
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment	\$125 per tank
Temporary membrane structures and tents	\$75
Fire Main Inspection	\$100 + \$2 per foot of pipe
Life Safety Violation:	
1st Offense	\$150
2nd Offense	\$200
3rd Offense	\$300
4. PARKING: (Code Section 70-272)	FEES
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
5. PARKS AND RECREATION: (Code Section 50-2)	FEES
Athletics and Field Rentals:	
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Daily	not to exceed \$5
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Weekend	not to exceed \$13
Adult sports leagues - 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

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE AUGUST 9, 2023
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Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$10 resident/\$15 nonresident
Summer basketball program (Adult)	\$15 resident/\$20 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresident
Parent and one child up to age 2 package	\$5.50 resident; \$6.75 nonresident
(\$1.00 for each 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
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.	
Batting cages, parties only (2 hours). Available offseason only.	\$30
Bleacher rentals (daily rental fees)	\$100 (small); \$150 (medium); \$300 (large)
Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	(1-4 sets)
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:	
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

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE AUGUST 9, 2023
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Facility Rates (Recreation Centers, 408 Hancock, Community Center):	
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	\$35 for 1st/\$30 each additional resident \$45 for 1st/\$40 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 Pieces (4'x8') Daily Rental	\$10 per piece
Mobile Stage Deposit (Refundable)	\$500.00
Staff Supervision Rate (2 staff minimum)	\$35.00/hour per staff
<i>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.</i>	
6. Development Services:	FEES
Planning Fees:	
Certificate of zoning compliance letter	\$30
Historic Preservation - Minor works	\$50
Historic Preservation - After the fact minor fee	\$150

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
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Historic Preservation - Major works requiring design review	\$150
Historic Preservation - After the fact major fee	\$300
Family Care facility approval	\$50
Modification of land use ordinance zoning map	\$500
Modification of land use ordinance text amendment	\$300
Site Plan review	\$375
Special use permit	\$375
P&Z General Subdivision Plan Review Application	\$250 + \$25/acre
Subdivision application - final review	\$400
Subdivision application - minor plats & recombination	\$50
Telecommunication - New wireless support structure	\$1,500
Telecommunication - other	\$500
Zoning compliance permit	\$50
Administrative Fees:	
Starting work without a permit	Double the permit fee
Inspection Fees:	
Residential: Building Permit new/addition	\$550 first 1,000 sf + .25/sf over
Residential Renovations	\$75 + .20/sf
Commercial: Building Permit new/addition	\$800 first 1,000 sf + .25/sf over
Commercial Renovation/upfit	\$125 + .20/sf
Demolition	Residential \$175; Commercial \$225
Residential singlewide manufactured home	\$200
Residential multiwide manufactured home or modular	\$300
Temporary Certificate of Occupancy	\$125, 30 days
Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)	\$75/each
Inspections - Plan Review Residential	\$75
Inspections - Plan Review Commercial	\$150
Residential Electrical new/addition/renovation	\$75 + .10/sf
Commercial Electrical new/addition/renovation	\$125 + .10/sf
Shell up to 20,000 sf	\$800
Shell more than 20,000 sf	\$2,000
Residential Gas Piping new/addition/renovation	\$75 + \$20/appliance
Commercial Gas Piping new/addition/renovation	\$125 + \$20/appliance
House Moving Permit	\$300
Residential Insulation	\$75
Commercial Insulation	\$125
Residential Mechanical new/addition/renovation	\$125/unit
Residential Mechanical Ductwork	\$75
Commercial Mechanical new/addition/renovation	\$125/unit
Commercial Mechanical Ductwork	\$125
Residential Plumbing new/addition/renovation	\$75 + \$10/fixture
Commercial Plumbing new/addition/renovation	\$125 + \$10/fixture
Sign Building Permit	\$125
Residential Roofing	\$125
Residential Deck/carport/pool/pre-built shed (up to 400 sf)	\$125
Residential Dock/pier	\$125
Residential Bulkhead/retaining wall	\$125
Residential Rooftop Solar array	\$125
Commercial Roofing	\$250
Commercial Modular/job trailer	\$125
Commercial Cell tower alteration	\$200
Commercial Dock/pier	\$125 + .10/sf
Commercial Bulkhead/retaining wall	\$125 + .10/lf
Commercial Fuel Tanks	\$125 per tank
Commercial Solar Farm	\$5/panel first + 200 \$1/panel each additional
Single trade-minimum fee permits:	
Mechanical, Fuel Piping, Plumbing, Electrical Residential	\$75
Mechanical, Fuel Piping, Plumbing, Electrical Commercial	\$125
Miscellaneous Fees:	
Floodplain Development Permit	\$100
Homeowners Recovery Fee	\$10
ABC Compliance Inspection	\$75
Permit Modification	\$25
Sign Return	\$10 per sign
Permit - Tree Removal	\$25

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE AUGUST 9, 2023
(Revised 8/8/2023)

7. POLICE: (Code Section 42-32)	FEES
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; \$100 per escort without 48 hours notice
Off Duty Fee	\$45/hr - 3 hours minimum paid to officer
Off Duty Fee for Federal/City Holiday	\$45/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
8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)	FEES
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
Barricade (A-Frame)	\$5
Barricade (concrete/water filled) + labor rates for minimum of 3 staff required for setup	\$60
Safety cones	\$2
City Labor: (Hourly Rates)	
Fire	\$50
Police	\$45
Public Works	\$45
Recreation	\$45
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees:	
Labor	Hourly rate with benefits*
Material	Actual cost
Equipment trucks	Hourly rate per FEMA schedule*
*See explanation at the end of this Fee Schedule	
Permit - Sidewalk Café	\$150
Permit - Street Café	\$150
Permit - Nonprofit street banners	\$75
Permit - Driveway (includes 1st inspection)	\$30
Permit - Driveway Re-Inspection	\$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

SCHEDULE OF FEES AND CHARGES*
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(Revised 8/8/2023)

Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$19.00/month + \$19.00 each additional
Dumpster services - 2 yd (1x week service)	\$34.50/month
Dumpster services - 4 yd (1x week service)	\$68.50/month
Dumpster services - 6 yd (1x week service)	\$100.00/month
Dumpster services - 8 yd (1x week service)	\$135.00/month
Refuse container	1 at no charge
Residential service (65-gal cart / 1x week service)	\$19.00
Seniors Exemption Credit	50% of residential service
11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)	FEES
Electric rates	See rate ordinance adopted 6/14/22
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
Additional pole	\$350
OH extension beyond two pole spans	\$1.05/ft.
UG line extension beyond 300 ft.	\$7.70/ft.
OH to UG conversion of service	\$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment. See repair fee below
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$310
Service drop after normal working hours (24-hour notice required)	\$100/hr 2 hours minimum; if service is required to be reconnected, a minimum charge of 4 hours applies
Construction/Maintenance/Repair Fees:	
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
12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
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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
Pretreatment - BOD:	
Surcharge ceiling conc. (mg/L)	\$350
Surcharge cost per pound	\$0.15
Charge for analysis	Contract labor cost
Pretreatment - TSS:	
Surcharge ceiling conc. (mg/L)	\$250
Surcharge cost per pound	\$0.27
Charge for analysis	Contract labor cost
<p>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 https://www.fema.gov/assistance/public/schedule-equipment-rates. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.</p>	
<p>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.</p>	

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE ~~JULY 1~~ AUGUST 9, 2023
(Revised ~~6/13/8/8/2023~~)

REDLINED VERSION

1. ADMINISTRATIVE	FEES
CD or DVD	\$5
Copies - Other info not specifically listed	Minimum \$2.00 (1 - 10 copies) 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 \$60 \$75
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$75/hydrant
Plan Review (Construction)	\$75
New Business Inspection	\$75
ABC/ALE Inspection	\$75
Special Requested Inspections	\$75
Care Homes (foster, respite, therapeutic)	\$75
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	\$250/hour
After hours fire inspection	\$150
Occupying building without a C/O or C/C	\$150

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
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REDLINED VERSION

Failure to obtain final inspection	\$400 \$150
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	\$100 + \$2 per device
Fire alarm and detection systems and related equipment	\$100 + \$2 per device
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial ovens	\$75
Private fire hydrants	\$75 per hydrant
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment	\$125 per tank
Temporary membrane structures and tents	\$75
Fire Main Inspection	\$100 + \$2 per foot of pipe
Life Safety Violation:	
1st Offense	\$400 \$150
2nd Offense	\$200
3rd Offense	\$300
4. PARKING: (Code Section 70-272)	FEES
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
5. PARKS AND RECREATION: (Code Section 50-2)	FEES
Athletics and Field Rentals:	
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Daily	not to exceed \$5
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Weekend	not to exceed \$13
Adult sports leagues - 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

SCHEDULE OF FEES AND CHARGES*
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REDLINED VERSION

Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$10 resident/\$15 nonresident
Summer basketball program (Adult)	\$15 resident/\$20 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresident
Parent and one child up to age 2 package (\$1.00 for each 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* <i>*No charge if no field prep is done</i>	\$20/hr resident; \$30/hr nonresident
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
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.	
Batting cages, parties only (2 hours). Available offseason only.	\$30
Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	\$100 (small); \$150 (medium); \$300 (large) (1-4 sets)
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:	
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

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Facility Rates (Recreation Centers, 408 Hancock, Community Center):	
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	\$35 for 1st/\$30 each additional resident \$45 for 1st/\$40 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 Pieces (4'x8') Daily Rental	\$10 per piece
Mobile Stage Deposit (Refundable)	\$500.00
Staff Supervision Rate (2 staff minimum)	\$35.00/hour per staff
<i>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.</i>	
6. Development Services: FEES	
Planning Fees:	
Certificate of zoning compliance letter	\$30
Historic Preservation - Minor works	\$50
Historic Preservation - After the fact minor fee	\$150

SCHEDULE OF FEES AND CHARGES*
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Historic Preservation - Major works requiring design review	\$150
Historic Preservation - After the fact major fee	\$300
Family Care facility approval	\$50
Modification of land use ordinance zoning map	\$500
Modification of land use ordinance text amendment	\$300
Site Plan review	\$375
Special use permit	\$375
P&Z General Subdivision Plan Review Application	\$250 + \$25/acre
Subdivision application - final review	\$400
Subdivision application - minor plats & recombination	\$50
Telecommunication - New wireless support structure	\$1,500
Telecommunication - other	\$500
Zoning compliance permit	\$50
Administrative Fees:	
Starting work without a permit	Double the permit fee
Inspection Fees:	
Residential: Building Permit new/addition	\$550 first 1,000 sf + .25/sf over
Residential Renovations	\$75 + .20/sf
Commercial: Building Permit new/addition	\$800 first 1,000 sf + .25/sf over
Commercial Renovation/upfit	\$125 + .20/sf
Demolition	Residential \$175; Commercial \$225
Residential singlewide manufactured home	\$200
Residential multiwide manufactured home or modular	\$300
Temporary Certificate of Occupancy	\$125, 30 days
Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)	\$75/each
Inspections - Plan Review Residential	\$75
Inspections - Plan Review Commercial	\$150
Residential Electrical new/addition/renovation	\$75 + .10/sf
Commercial Electrical new/addition/renovation	\$125 + .10/sf
Shell up to 20,000 sf	\$800
Shell more than 20,000 sf	\$2,000
Residential Gas Piping new/addition/renovation	\$75 + \$20/appliance
Commercial Gas Piping new/addition/renovation	\$125 + \$20/appliance
House Moving Permit	\$300
Residential Insulation	\$75
Commercial Insulation	\$125
Residential Mechanical new/addition/renovation	\$125/unit
Residential Mechanical Ductwork	\$75
Commercial Mechanical new/addition/renovation	\$125/unit
Commercial Mechanical Ductwork	\$125
Residential Plumbing new/addition/renovation	\$75 + \$10/fixture
Commercial Plumbing new/addition/renovation	\$125 + \$10/fixture
Sign Building Permit	\$125
Residential Roofing	\$125
Residential Deck/carport/pool/pre-built shed (up to 400 sf)	\$125
Residential Dock/pier	\$125
Residential Bulkhead/retaining wall	\$125
Residential Rooftop Solar array	\$125
Commercial Roofing	\$250
Commercial Modular/job trailer	\$125
Commercial Cell tower alteration	\$200
Commercial Dock/pier	\$125 + .10/sf
Commercial Bulkhead/retaining wall	\$125 + .10/lf
Commercial Fuel Tanks	\$125 per tank
Commercial Solar Farm	\$5/panel first + 200 \$1/panel each additional
Single trade-minimum fee permits:	
Mechanical, Fuel Piping, Plumbing, Electrical Residential	\$75
Mechanical, Fuel Piping, Plumbing, Electrical Commercial	\$125
Miscellaneous Fees:	
Floodplain Development Permit	\$100
Homeowners Recovery Fee	\$10
ABC Compliance Inspection	\$75
Permit Modification	\$25
Sign Return	\$10 per sign
Permit - Tree Removal	\$25

SCHEDULE OF FEES AND CHARGES*
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REDLINED VERSION

7. POLICE: (Code Section 42-32)	FEES
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; \$100 per escort without 48 hours notice
Off Duty Fee	\$45/hr - 3 hours minimum paid to officer
Off Duty Fee for Federal/City Holiday	\$45/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
8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)	FEES
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
Barricade (A-Frame)	\$5
Barricade (concrete/water filled) + labor rates for minimum of 3 staff required for setup	\$60
Safety cones	\$2
City Labor: (Hourly Rates)	
Fire	\$50
Police	\$45
Public Works	\$45
Recreation	\$45
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees:	
Labor	Hourly rate with benefits*
Material	Actual cost
Equipment trucks	Hourly rate per FEMA schedule*
*See explanation at the end of this Fee Schedule	
Permit - Sidewalk Café	\$150
Permit - Street Café	\$150
Permit - Nonprofit street banners	\$75
Permit - Driveway (includes 1st inspection)	\$30
Permit - Driveway Re-Inspection	\$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

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REDLINED VERSION

Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$19.00/month + \$19.00 each additional
Dumpster services - 2 yd (1x week service)	\$34.50/month
Dumpster services - 4 yd (1x week service)	\$68.50/month
Dumpster services - 6 yd (1x week service)	\$100.00/month
Dumpster services - 8 yd (1x week service)	\$135.00/month
Refuse container	1 at no charge
Residential service (65-gal cart / 1x week service)	\$19.00
Seniors Exemption Credit	50% of residential service
11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)	FEES
Electric rates	See rate ordinance adopted 6/14/22
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
Additional pole	\$350
OH extension beyond two pole spans	\$1.05/ft.
UG line extension beyond 300 ft.	\$7.70/ft.
OH to UG conversion of service	\$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment. See repair fee below
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$310
Service drop after normal working hours (24-hour notice required)	\$100/hr 2 hours minimum; if service is required to be reconnected, a minimum charge of 4 hours applies
Construction/Maintenance/Repair Fees:	
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
12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE ~~JULY 1~~ AUGUST 9, 2023
(Revised 6/13/8/8/2023)

REDLINED VERSION

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
Pretreatment - BOD:	
Surcharge ceiling conc. (mg/L)	\$350
Surcharge cost per pound	\$0.15
Charge for analysis	Contract labor cost
Pretreatment - TSS:	
Surcharge ceiling conc. (mg/L)	\$250
Surcharge cost per pound	\$0.27
Charge for analysis	Contract labor cost
<p>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 https://www.fema.gov/assistance/public/schedule-equipment-rates. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.</p>	
<p>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.</p>	

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the 2019 Electric Improvements Project Fund

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends the 2019 Electric Improvements Project Fund to increase by \$3,500,000
Actions Needed by Board:	Adopt Amendment
Backup Attached:	Memo, Ordinance Amendment

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

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <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.



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(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 – Finance Director

DATE: July 26, 2023

RE: Amendment to the 2019 Electric Improvements Project Fund

Background Information

The 2019 Electric Improvements Project Fund was established on March 26, 2019 for the replacement of a transformer and future substation improvements necessary for system reliability due to the growth of the City. Several NC Department of Transportation (NCDOT) projects have since been added. This ordinance amendment increases appropriations by \$3,000,000 for additional project costs and a \$500,000 transfer to the 2021 Electric System Capacity Improvement Project Fund. The revenues are increased by \$3,500,000 for other reimbursements from NCDOT.

Requested Action

The Board considers adopting the enclosed budget ordinance amendment at its meeting on August 9, 2023.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE
2019 ELECTRIC IMPROVEMENTS PROJECT FUND**

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

Section 1. That Section 3 of the 2019 Electric Improvements Project Fund Ordinance adopted on March 26, 2019 is hereby amended to recognize an increase in appropriation as follows:

Increase: Electric Improvements	\$3,000,000
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Section 2. That Section 4 of the 2019 Electric Improvements Project Fund Ordinance adopted on March 26, 2019 is hereby amended to recognize an increase in revenue as follows:

Increase: Other Reimbursements	\$3,000,000
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Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 8TH DAY OF AUGUST, 2023

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the 2021 Electric Systems Capacity Improvement Project Fund

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends the 2021 Electric Systems Capacity Improvements Project Fund to increase by \$500,000
Actions Needed by Board:	Adopt Amendment
Backup Attached:	Memo, Ordinance Amendment

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

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

Additional Notes:



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CITY OF NEW BERN

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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 – Finance Director
DATE: July 26, 2023
RE: Amendment to the 2021 Electric Systems Capacity Improvement Project Fund

Background Information

The 2021 Electric Systems Capacity Improvement Project Fund was established on May 25, 2021 for the development of additional electric system capacity to support current loads as well as rapid growth in the regional area. This ordinance amendment increases appropriations by \$500,000 for additional project costs and revenues by the same amount with a transfer from the 2019 Electric Improvements Project Fund.

Requested Action

The Board considers adopting the enclosed budget ordinance amendment at its meeting on August 9, 2023.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE
2021 ELECTRIC SYSTEM CAPACITY IMPROVEMENT PROJECT FUND**

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

Section 1. That Section 3 of the 2021 Electric System Capacity Improvement Project Fund Ordinance adopted on May 25, 2021 is hereby amended to recognize an increase in appropriation as follows:

Increase: Electric Improvements \$500,000

Section 2. That Section 4 of the 2021 Electric System Capacity Improvement Project Fund Ordinance adopted on May 25, 2021 is hereby amended to recognize an increase in revenue as follows:

Increase: Transfer from Other Funds \$500,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 8TH DAY OF AUGUST, 2023

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund

Date of Meeting: 8/8/2023	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund to decrease by \$4,135,000
Actions Needed by Board:	Adopt Amendment
Backup Attached:	Memo, Ordinance Amendment

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

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

Additional Notes:

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Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom – Finance Director
DATE: July 26, 2023
RE: Amendment to the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund

Background Information

The 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund was established on July 27, 2021 with an initial budget of \$7,200,000. The project costs are now estimated to be significantly less than the original projection. This ordinance amendment decreases broadband infrastructure appropriations by \$4,135,000; revenue from broadband service providers reimbursements are decreased by the same amount.

Requested Action

The Board considers adopting the enclosed budget ordinance amendment at its meeting on August 9, 2023.

Everything comes together here.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE
2021 MAKE READY PUBLIC INFRASTRUCTURE FOR BROADBAND SERVICE
PROVIDERS PROJECT FUND**

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

Section 1. That Section 3 of the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund Ordinance adopted on July 27, 2021 is hereby amended to recognize an increase in appropriation as follows:

Decrease: Broadband Infrastructure \$4,135,000

Section 2. That Section 4 of the 2021 Make Ready Public Infrastructure for Broadband Service Providers Project Fund Ordinance adopted on July 27, 2021 is hereby amended to recognize an increase in revenue as follows:

Decrease: Broadband Service Provider Reimbursements \$4,135,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 8TH DAY OF AUGUST, 2023

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



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City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Alderman Johnnie Ray Kinsey
FROM: Brenda Blanco, City Clerk
DATE: June 16, 2023
SUBJECT: Appointment to Planning and Zoning Board

Raymond Layton's term on the Planning and Zoning Board will expire June 30, 2023. He is ineligible for reappointment. You are asked to make a new appointment to fill Seat 4 for a three-year term that will expire on June 30, 2026.

Aldermen

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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: June 16, 2023

SUBJECT: Appointments to the Redevelopment Commission

Theresa Lee has resigned from the Redevelopment Commission effective July 5, 2023. Her term is scheduled to expire August 14, 2023, so it is desirable for the Board to wait until August to fill the seat. Additionally, Tabari Wallace's term will expire on August 14, 2023. He is eligible for reappointment, if that is your desire. Both seats are for a five-year term.