

**AMENDED**  
**CITY OF NEW BERN**  
**BOARD OF ALDERMEN MEETING**  
**SEPTEMBER 26, 2023 – 6:00 P.M.**  
**CITY HALL COURTROOM**  
**300 POLLOCK STREET**

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

Consent Agenda

4. Consider Adopting a Resolution Calling for a Public Hearing to Annex a Portion of Tax Parcels 8-209-13001 and 8-209-12003.
5. Consider Adopting a Resolution Calling for a Public Hearing to Annex Tax Parcels 8-210-11002, 8-210-11003 and a Portion of 8-210-23000.
6. Consider Adopting a Resolution Calling for a Public Hearing to Amend Section 15-343 – “Flexibility in Administration Required” of the Code of Ordinances.
7. Consider Adopting a Resolution Declaring Tax Parcel ID 8-035-016 on Pine Tree Drive as Surplus Real Property and Establishing a Minimum Bid.
8. Consider Adopting a Resolution to Initiate the Upset Bid Process for 817 Murray Street.
9. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1101 Main Street.
10. Approve Minutes.

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11. Consider Adopting a Resolution Establishing a Municipal Service District (“MSD”) Advisory Committee.
12. Consider Adopting a Resolution Accepting an American Rescue Plan Act (“ARPA”) Grant from the NC Department of Environmental Quality for Stormwater Planning.
13. Consider Adopting a Resolution Approving a Water and Sewer Use Agreement for 1955 Old Airport Road.
14. Consider Adopting a Resolution Approving the Sale of 837 Pavie Avenue.

15. Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 209 Bryan Street.
16. Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 821 West Street.
17. Consider Adopting an Ordinance for the Demolition of 1207 Garden Street.
18. Consider Adopting an Ordinance to Amend Division 3. "Off-Street Parking" of Article VI. "Stopping, Standing and Parking" of Chapter 70 "Traffic and Vehicles.
19. Consider Adopting an Ordinance to Amend the Schedule of Fees and Charges.
20. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.
21. Consider Adopting an Ordinance to Amend the Resiliency and Hazard Mitigation Plan Grant Project Fund.
22. Appointment(s).
23. Attorney's Report.
24. City Manager's Report.
25. New Business.
26. Closed Session.
27. Adjourn.

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



**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

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

**From: Foster Hughes, City Manager**

**Date: September 22, 2023**

**Re: September 26, 2023 Agenda Explanations - **AMENDED****

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

**Consent Agenda**

- 4. Consider Adopting a Resolution Calling for a Public Hearing to Annex a Portion of Tax Parcels 8-209-13001 and 8-209-12003.**

(Ward 4) Weyerhaeuser has petitioned to annex portions of Tax Parcel ID's 8-209-13001 and 8-209-12003. This is the property that the Board conveyed to Weyerhaeuser on August 22, 2023 after approving an exchange of property. It is requested that a public hearing be held on October 10, 2023 to consider this petition. A memo from Brenda Blanco, City Clerk, is attached.

- 5. Consider Adopting a Resolution Calling for a Public Hearing to Annex Tax Parcels 8-210-11002, 8-210-11003 and a Portion of 8-210-23000.**

(Ward 6) McCullough Farms has petitioned to annex Tax Parcels ("PID") 8-210-11002, 8-210-11003, and a portion of 8-210-23000. The petition inadvertently references PID 8-210-13000 which was annexed in 2008, and it does not reference PIDs 8-210-11002 and 8-210-11003, although the parcels are specifically described in the legal description. The property is vacant land that is contiguous to the City of New Bern's municipal boundary. It is requested that a public hearing be held on October 10, 2023 to consider this petition. A memo from Ms. Blanco is attached.



**6. Consider Adopting a Resolution Calling for a Public Hearing to Amend Section 15-343 – “Flexibility in Administration Required” of the Code of Ordinances.**

(Ward 1) The Planning and Zoning Board (“P&Z”) has undertaken several discussions about off-street parking in downtown. To facilitate the reuse of buildings and protect historic buildings from being removed to create parking, most historical and coastal cities with available public parking do not apply parking standards in their downtown areas. New Bern has approximately 600 public parking spaces that are not included in any parking calculations. It is requested a public hearing be held on October 10, 2023 to consider an amendment to Article XVIII of the land use ordinance to modify requirements for new commercial developments and “change-of-use” occupancy within existing structures downtown. P&Z recommended approval of the amendment at its September 5, 2023 meeting by a vote of 5 to 1. The proposed amendment is consistent with the 2010 Regional Land Use Plan and the 2022 Land Use Plan Update. A memo from Jessica Rhue, Director of Development Services, is attached.

**7. Consider Adopting a Resolution Declaring Tax Parcel ID 8-035-016 on Pine Tree Drive as Surplus Real Property and Establishing a Minimum Bid.**

(Ward 2) At its September 12, 2023 meeting, the Board voiced a desire to declare Tax PID 8-035-016 as surplus property and establish a minimum bid of \$225,000, which is the appraised value. The property is a vacant, wooded tract approximately 3.24 acres in size. A memo from Ms. Blanco is attached.

**8. Consider Adopting a Resolution to Initiate the Upset Bid Process for 817 Murray Street.**

(Ward 5) Justin Beck has tendered an offer of \$3,900 for the purchase of 817 Murray Street. The property is a vacant 0.024-acre residential lot with a tax value of \$7,800. The property was acquired jointly by the City and County in 2017 through tax foreclosure. If the property is sold for the initial bid, the City is projected to receive \$775.77 and the County \$3,124.23 from the proceeds. A memo from Ms. Blanco is attached.

**9. Consider Adopting a Resolution to Initiate the Upset Bid Process for 1101 Main Street.**

(Ward 5) Kurtis Stewart has tendered an offer of \$3,000 for the purchase of 1101 Main Street. The property is a vacant 0.138-acre residential lot with a tax value of \$6,000. The property was acquired jointly by the City and County in 2007 through tax foreclosure, and the County subsequently transferred its ownership to the City. A memo from Brenda Blanco, City Clerk, is attached.



**10. Approve Minutes.**

Draft minutes from the September 12, 2023 meeting are provided for review and approval.

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**11. Consider Adopting a Resolution Establishing a Municipal Service District (“MSD”) Advisory Committee.**

(Ward 1) A resolution establishing a MSD Advisory Committee was presented to the Board at its August 22, 2023 and September 12, 2023 meetings. After some discussion, the Board requested the number of Ex-Officio members be increased from four to five to provide for an at-large appointment from the Board of Aldermen, and that term limits be staggered and set at two successive terms for residential members and commercial members representing the same commercial interest. The document has also been revised to specify that the Board can replace any voting member who does not attend three of the four quarterly meetings or who no longer owns real property or resides within the MSD.

**12. Consider Adopting a Resolution Accepting an American Rescue Plan Act (“ARPA”) Grant from the NC Department of Environmental Quality for Stormwater Planning.**

The City applied for an ARPA grant for stormwater planning through NCDEQ and has been notified of an award in the amount of \$400,000. The Board is required to adopt a resolution accepting the grant and authorizing the City Manager to execute a financial award agreement and any other related documents. A memo from Chris Seaberg, Community and Economic Development Manager, is attached.

**13. Consider Adopting a Resolution Approving a Water and Sewer Use Agreement for 1955 Old Airport Road.**

(Ward 3 area) Hubrich Contracting, Inc. is planning to develop a charter school at 1955 Old Airport Road and has requested to connect to the City’s water and sewer systems. The property is currently outside of the city limits. The proposed development will have a calculated average water and sewer demand of 11,700 gallons per day. Service can be provided with short main extensions to connect to the City’s existing infrastructure. Section 74-74 of the City’s ordinances provides that a written water and sewer use agreement be entered into to outline the roles and responsibilities of both parties in establishing service. A memo from Jordan Hughes, Director of Water Resources, is attached.

**14. Consider Adopting a Resolution Approving the Sale of 837 Pavie Avenue.**

(Ward 5) After receiving an offer of \$12,333, the Board adopted a resolution on March 28, 2023 to initiate the upset bid process for the property at 837 Pavie Avenue. Several upset bids were received with a final bid of \$18,000. The property

includes a residential structure on 0.06-acres that was built in 1925 and is in need of rehabilitation. The bidder understands that he will be required to bring the structure into compliance with the minimum housing code. If the sale is approved, the City will receive \$4,261.53 and Craven County \$8,051.47 from the proceeds. A memo from Ms. Blanco is attached.

**15. Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 209 Bryan Street.**

(Ward 2) Charles Diggs submitted an offer of \$5,650 for the purchase of a vacant 0.106-acre residential lot located at 209 Bryan Street. Mr. Diggs proposes to construct a residential dwelling on the property, and the Redevelopment Commission supports his plan. The conveyance will be subject to a requirement for construction to begin within 12 months after the transfer. If not met, title to the property shall revert to the Commission. Additionally, if the residential dwelling is not occupied by the owner, it must be sold or rented to persons of low-to-moderate income. Board approval is needed for the Commission to sale this property. A memo from Marvin Williams, Assistant City Manager, is attached.

**16. Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 821 West Street.**

(Ward 2) Charles Diggs also submitted an offer of \$3,000 for the purchase of a vacant 0.114-acre residential lot located at 821 West Street. As with the previous item, Mr. Diggs proposes to construct a residential dwelling on the property, and the Redevelopment Commission supports his plan. This conveyance will be subject to a requirement for construction to begin within 24 months after the transfer or title to the property shall revert to the Commission. Additionally, if the residential dwelling is not occupied by the owner, it must be sold or rented to persons of low-to-moderate income. Board approval is needed for the Commission to sale this property. A memo from Mr. Williams is attached.

**17. Consider Adopting an Ordinance for the Demolition of 1207 Garden Street.**

(Ward 2) On November 22, 2022, an initial letter regarding minimum housing deficiencies was sent to the owners of 1207 Garden Street. The owner indicated he would contact staff but has not yet. On July 10, 2023, a complaint was filed stating the property was unfit for dwelling, but no response has been received. An order to bring the structure into compliance by August 28, 2023 was subsequently entered, but to date there has been no communication from the owner, no permits have been obtained, and the structure remains noncompliant. A memo from Patrick Ezel, Minimum Housing and Nuisance Abatement Supervisor, is attached.

**18. Consider Adopting an Ordinance to Amend Division 3. "Off-Street Parking" of Article VI. "Stopping, Standing and Parking" of Chapter 70 "Traffic and Vehicles.**

(Ward 1) At the Board's meeting on January 24, 2023, a discussion ensued about converting the Pollock Street parking lot from leased spaces to pay-to-park spaces.

Now that the work at City Hall is nearing completion, staff will soon resume parking in the City Hall lot, and the Pollock Street lot can move forward with the pay-to-park. The ordinance designates the change from a leased lot and establishes user fees as identified in the Schedule of Fees and Charges.

**19. Consider Adopting an Ordinance to Amend the Schedule of Fees and Charges.**

The amendment to the Schedule of Fees and Charges incorporates proposed parking fees for the Pollock Street lot at \$1 an hour with a per transaction fee of \$0.45. If adopted, the new fees will be effective September 27, 2023. A memo from Kim Ostrom, Director of Finance, is attached.

**20. Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund.**

The Drainage Improvements Project Fund will be amended to recognize the \$400,000 grant referenced in Item 12 for stormwater planning. No matching funds are required. A memo from Ms. Ostrom is attached.

**21. Consider Adopting an Ordinance to Amend the Resiliency and Hazard Mitigation Plan Grant Project Fund.**

The Resiliency and Hazard Mitigation Plan Grant Project Fund will be amended to recognize a \$175,320 NC Resilient Coastal Communities Program grant from NCDEQ. While no matching funds are required, in-kind labor services of \$8,122.92 will be provided by the City. A memo from Ms. Ostrom is attached.

**22. 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) George Halyak recently resigned from the Friends of the Firemen's Museum Board, and a new appointment is needed to fill the remainder of his term which will expire on April 22, 2025.

**23. Attorney's Report.**

**24. City Manager's Report.**

**25. New Business.**

**26. Closed Session.**

**27. Adjourn.**



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Annex Tax Parcels 8-210-11002, 8-210-11003, and a portion of 8-210-23000

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 6
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Public Hearing:</b> 10/10/2023

<b>Explanation of Item:</b>	McCullough Farms, LLC has petitioned to annex Tax Parcels 8-210-11002, 8-210-11003, and a portion of 8-210-23000. The property is vacant land that is contiguous to the City of New Bern's boundary. It is requested a public hearing be held on October 10, 2023 to consider this request.
<b>Actions Needed by Board:</b>	Consider adopting the proclamation
<b>Backup Attached:</b>	Memo, resolution, petition to annex, certificate of sufficiency, map
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

Aldermen  
Rick Prill  
Hazel 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:** September 15, 2023  
**SUBJECT:** Call for a Public Hearing to Annex Tax Parcels 8-210-11002, 8-210-11003 and a Portion of 8-210-23000

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**Background**

McCullough Farms, LLC has petitioned the City to annex Tax Parcels 8-210-11002, 8-210-11003, and a portion of 8-210-23000. The petition inadvertently references PID 8-210-13000 which was previously annexed in 2008 and does not reference PIDs 8-210-11002 and 8-210-11003, although these parcels are specifically described in the legal description. The property is vacant land that is contiguous to the City of New Bern's boundary. It is requested a public hearing be held on October 10, 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 McCullough Farms LLC bearing date September 15, 2023, seeking annexation to the City of New Bern parcels of land consisting of 156.77 acres, more or less, which said parcels are located on the northern side of U.S. Highway 17 South in Number 8 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 October 10, 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 parcels of land owned by McCullough Farms LLC.

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 October 10, 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 parcels of land owned by McCullough Farms LLC, which said parcels are located on the northern side of U.S. Highway 17 South in Number 8 Township, Craven County, North Carolina, the boundaries of which are shown on Exhibits A and B 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 October 10, 2023.

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

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JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



EXHIBIT A

**Annexation Tract "A"**

Being all of that tract or parcel of Land owned by McCullough Farms LLC shown as Annexation Tract A on a preliminary survey titled "Annexation Plat – McCullough Farms LLC – Deed Book 3533, Page 1203" by Joshua A. Exline, PLS L-5421, dated July 31, 2023, and being more particularly described as follows:

Beginning at an existing iron pipe, the westernmost corner of a parcel owned by the City of New Bern as shown in Deed Book 2611, Page 312, and running thence as the line of said parcel the following three (3) calls:

S 55°14'26" E - 251.43' to an existing iron pipe;  
N 34°43'33" E - 250.12' to an existing iron pipe;  
N 34°46'02" E - 288.02' to an existing iron pipe;

Thence as the line of the lands of Weyerhaeuser Real Estate as shown in Map Book H, Page 166A, N 84°55'49" E - 605.68' to a point;

Thence as the line of the lands of BPNC LLC as shown in Map Book H, Page 32F the following three (3) calls:

S 05°11'01" E - 1519.06' to a point;  
N 84°40'59" E - 325.60' to a point;  
N 57°56'59" E - 1563.04' to a point;

Thence as the future right-of-way of NC 43 Connector as shown in NCDOT Project R-4463A the following six (6) calls:

S 22°26'20" E - 88.46' to an existing NCDOT Disk;  
As a curve to the right having a radius of 19880.00', a length of 646.70', a chord bearing of S 21°30'25" E, and a chord distance of 646.67' to an existing NCDOT Disk;  
As a curve to the left having a radius of 20120.00', a length of 826.94', a chord bearing of S 21°45'09" E, and a chord distance of 826.88' to an existing NCDOT Disk;  
S 22°55'48" E - 958.71' to an existing NCDOT Disk;  
S 67°04'12" W - 15.00' to an existing NCDOT Disk;  
S 22°55'48" E - 37.76' to a point;

Thence as the line of the lands of McCullough Farms LLC, being Tract 2 a shown in Map Book H, Page 48A S 89°31'32" W - 788.65' to a point;

Thence through the lands of McCullough Farms LLC (following the line of Parcel 3 on an unrecorded survey by Robert H. Davis, PLS dated 04-20-18) the following six (6) calls:

N 36°18'32" W - 965.43' to a point;  
S 87°04'22" W - 1309.22' to a point;  
N 41°08'59" W - 429.08' to a point;  
S 81°02'02" W - 1553.50' to a point;  
N 46°54'12" W - 531.03' to a point;  
S 35°19'08" W - 1474.03' to a point;

Thence as the line of the lands of R. Earl Jones as shown in Deed Book 3599, Page 1932 S 88°48'19" W - 26.10' to a point;

Thence as the eastern margin of a 245' CP&L Powerline right-of-way N 34°46'30" E - 3324.52' to the Beginning.

Said annexation parcel as described containing 6,557,141 square feet or 150.53 acres, more or less.

**Annexation Tract "B"**

Being all of that tract or parcel of Land owned by McCullough Farms LLC shown as Annexation Tract B on a preliminary survey titled "Annexation Plat – McCullough Farms LLC – Deed Book 3533, Page 1203" by Joshua A. Exline, PLS L-5421, dated July 31, 2023, and being more particularly described as follows:

Beginning at an existing iron rod, the northwest corner of Tract 3 as shown in Map Book H, Page 48A, and running thence as the line of the lands of P & J of New Bern LLC as shown in Deed Book 2687, Page 444 and Map Book H, Page 114E S 89°31'32" W - 267.86' to a point;

Thence through Tract 2 as shown in Map Book H, Page 48A N 00°28'28" W - 99.72' to a point;

Thence as the northern line of Tract 2 N 89°30'19" E - 788.45' to a point;

Thence as the future right-of-way of NC 43 Connector as shown in NCDOT Project R-4463A S 22°55'48" E - 108.20' to a point;

Thence as the northern line of Tract 3 S 89°31'32" W - 561.93' to the Beginning.

Said annexation parcel as described containing 80,918 square feet or 1.86 acres, more or less.

**Annexation Tract "C"**

Being all of that tract or parcel of Land owned by McCullough Farms LLC shown as Annexation Tract C on a preliminary survey titled "Annexation Plat – McCullough Farms LLC – Deed Book

3533, Page 1203" by Joshua A. Exline, PLS L-5421, dated July 31, 2023, and being more particularly described as follows:

Beginning at an existing iron rod, the northwest corner of Tract 3 as shown in Map Book H, Page 48A, and running thence as the line of Tract 2 N 89°31'32" E - 561.93' to a point;

Thence as the future right-of-way of NC 43 Connector as shown in NCDOT Project R-4463A the following three (3) calls:

S 22°55'48" E - 229.04' to a point;

N 67°04'12" E - 34.88' to a point;

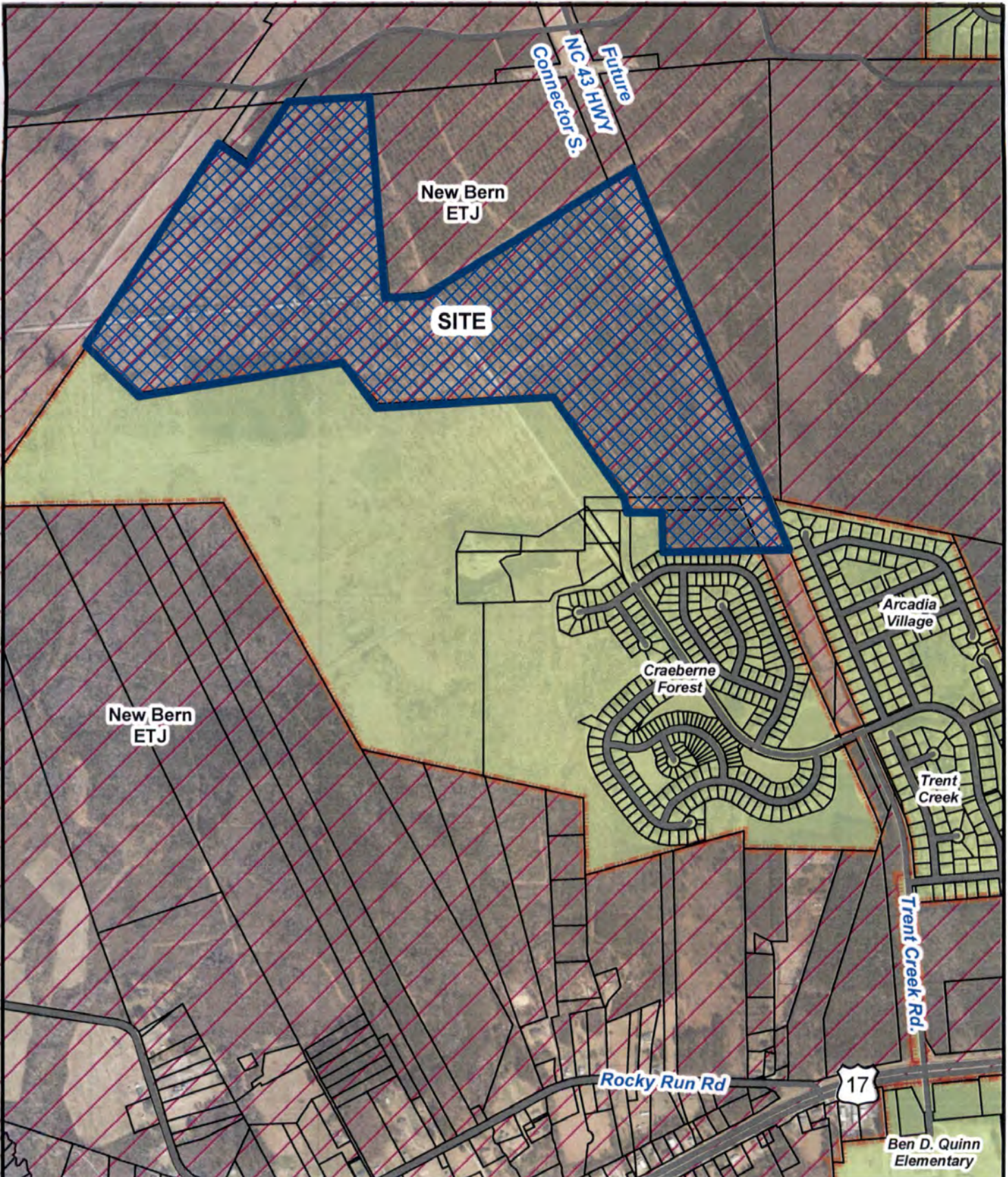
S 22°56'05" E - 110.00' to a point;

Thence as the northern line of Craeberne Forest Phase 2 - Section 1 as shown in Map Book H, Page 181B, S 89°31'32" W - 723.68' to a point;

Thence as the line of the lands of P & J of New Bern LLC as shown in Deed Book 2687, Page 444 and Map Book H, Page 114E N 00°28'28" W - 300.01' to the Beginning.

Said annexation parcel as described containing 190,767 square feet or 4.38 acres, more or less.





Proposed Annexation: Trent Creek Rd. Extn - 156.77 Acres: Tax ID's: 8-210-23000 (part); 8-210-11002 & 11003



Existing New Bern Limits  
Proposed Annexation Area



Scale: 1 = 1000 ft

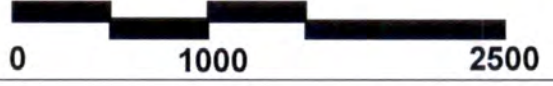
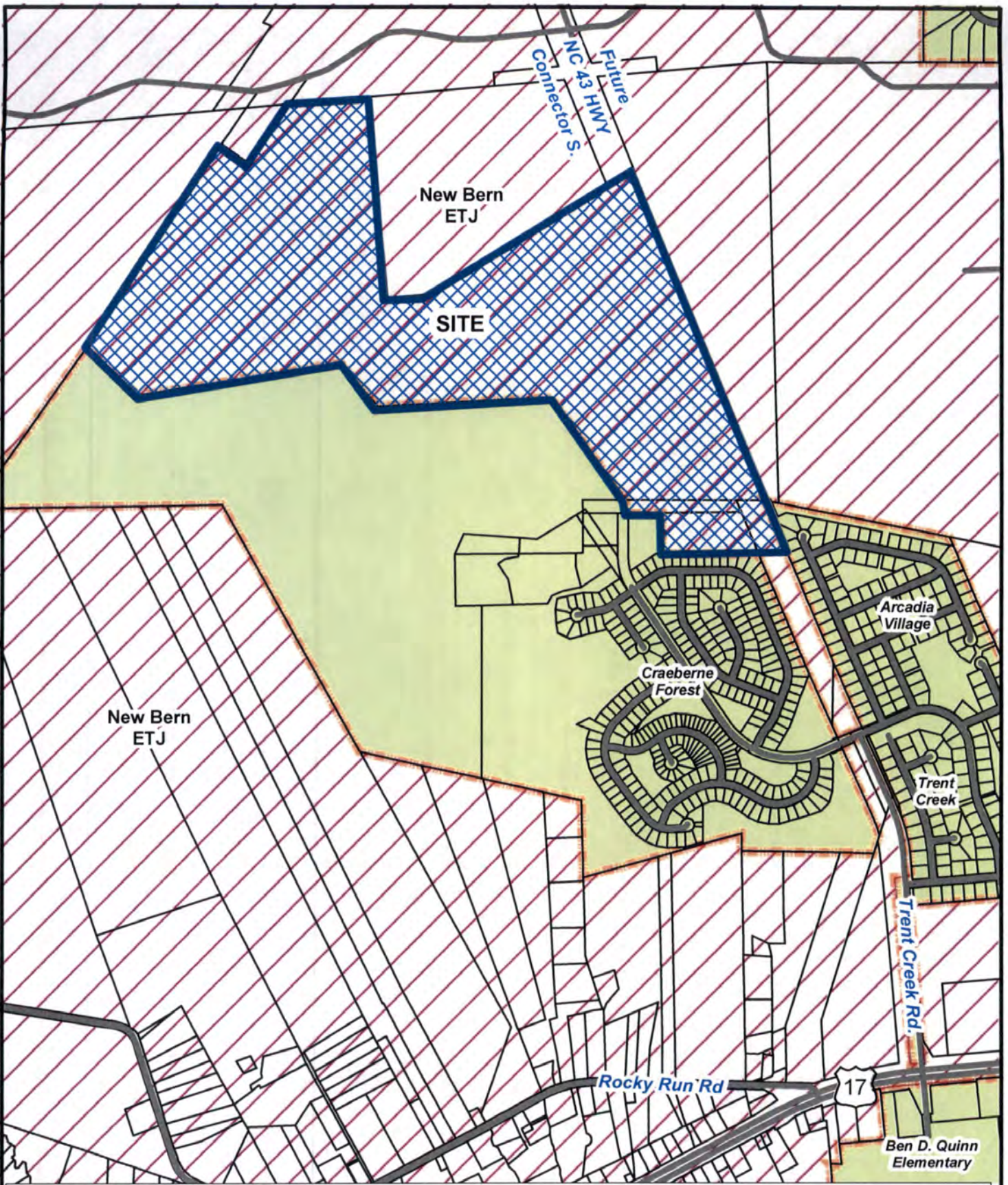


EXHIBIT B





Proposed Annexation: Trent Creek Rd. Extn - 156.77 Acres: Tax ID's: 8-210-23000 (part); 8-210-11002 & 11003



Existing New Bern Limits

Proposed Annexation Area

N



Scale: 1 = 1000 ft

0 1000 2500

EXHIBIT B



**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 McCullough Farms, LLC requesting annexation by the City of New Bern of Tax Parcels 8-210-11002, 8-210-11003, and a portion of 8-210-23000 in Number 8 Township, Craven County, which said petition is dated September 15, 2023. The petition inadvertently references PID 8-210-13000 which was previously annexed in 2008 and does not reference PIDs 8-210-11002 and 8-210-11003, although these parcels are specifically described in the legal description. With this clarification as noted, I do hereby certify that said petition is in order in all respects.

THIS DAY 26<sup>TH</sup> OF SEPTEMBER, 2023.

\_\_\_\_\_  
BRENDA BLANCO, CITY CLERK

**PETITION TO ANNEX**

TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. McCullough Farms LLC, 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 a portion of Craven County Tax Parcels 8-210-23000 and 8-210-13000. It 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. The zoning classifications of the Parcels shall remain unchanged.

OWNER:  
MCCULLOUGH FARMS LLC

By:

*Patrick McCullough*

dotloop verified  
09/19/23 12:38 AM PST  
KNYL-YVL7-QLRE-YXTO

Patrick McCullough Authorized Representative

Date: September 15, 2023

Mailing Address: MCCULLOUGH FARMS LLC  
PO BOX 432  
NEW BERN, NC 28563



# PARAMOUNTE

ENGINEERING, INC.

## EXHIBIT A

### Annexation Tract "A"

Being all of that tract or parcel of Land owned by McCullough Farms LLC shown as Annexation Tract A on a preliminary survey titled "Annexation Plat – McCullough Farms LLC – Deed Book 3533, Page 1203" by Joshua A. Exline, PLS L-5421, dated July 31, 2023, and being more particularly described as follows:

Beginning at an existing iron pipe, the westernmost corner of a parcel owned by the City of New Bern as shown in Deed Book 2611, Page 312, and running thence as the line of said parcel the following three (3) calls:

S 55°14'26" E - 251.43' to an existing iron pipe;  
N 34°43'33" E - 250.12' to an existing iron pipe;  
N 34°46'02" E - 288.02' to an existing iron pipe;

Thence as the line of the lands of Weyerhaeuser Real Estate as shown in Map Book H, Page 166A, N 84°55'49" E - 605.68' to a point;

Thence as the line of the lands of BPNC LLC as shown in Map Book H, Page 32F the following three (3) calls:

S 05°11'01" E - 1519.06' to a point;  
N 84°40'59" E - 325.60' to a point;  
N 57°56'59" E - 1563.04' to a point;

Thence as the future right-of-way of NC 43 Connector as shown in NCDOT Project R-4463A the following six (6) calls:

S 22°26'20" E - 88.46' to an existing NCDOT Disk;  
As a curve to the right having a radius of 19880.00', a length of 646.70', a chord bearing of S 21°30'25" E, and a chord distance of 646.67' to an existing NCDOT Disk;  
As a curve to the left having a radius of 20120.00', a length of 826.94', a chord bearing of S 21°45'09" E, and a chord distance of 826.88' to an existing NCDOT Disk;  
S 22°55'48" E - 958.71' to an existing NCDOT Disk;  
S 67°04'12" W - 15.00' to an existing NCDOT Disk;  
S 22°55'48" E - 37.76' to a point;

Thence as the line of the lands of McCullough Farms LLC, being Tract 2 a shown in Map Book H, Page 48A S 89°31'32" W - 788.65' to a point;

Thence through the lands of McCullough Farms LLC (following the line of Parcel 3 on an unrecorded survey by Robert H. Davis, PLS dated 04-20-18) the following six (6) calls:

N 36°18'32" W - 965.43' to a point;  
S 87°04'22" W - 1309.22' to a point;  
N 41°08'59" W - 429.08' to a point;  
S 81°02'02" W - 1553.50' to a point;  
N 46°54'12" W - 531.03' to a point;  
S 35°19'08" W - 1474.03' to a point;

Thence as the line of the lands of R. Earl Jones as shown in Deed Book 3599, Page 1932 S 88°48'19" W - 26.10' to a point;

Thence as the eastern margin of a 245' CP&L Powerline right-of-way N 34°46'30" E - 3324.52' to the Beginning.

Said annexation parcel as described containing 6,557,141 square feet or 150.53 acres, more or less.

### **Annexation Tract "B"**

Being all of that tract or parcel of Land owned by McCullough Farms LLC shown as Annexation Tract B on a preliminary survey titled "Annexation Plat – McCullough Farms LLC – Deed Book 3533, Page 1203" by Joshua A. Exline, PLS L-5421, dated July 31, 2023, and being more particularly described as follows:

Beginning at an existing iron rod, the northwest corner of Tract 3 as shown in Map Book H, Page 48A, and running thence as the line of the lands of P & J of New Bern LLC as shown in Deed Book 2687, Page 444 and Map Book H, Page 114E S 89°31'32" W - 267.86' to a point;

Thence through Tract 2 as shown in Map Book H, Page 48A N 00°28'28" W - 99.72' to a point;

Thence as the northern line of Tract 2 N 89°30'19" E - 788.45' to a point;

Thence as the future right-of-way of NC 43 Connector as shown in NCDOT Project R-4463A S 22°55'48" E - 108.20' to a point;

Thence as the northern line of Tract 3 S 89°31'32" W - 561.93' to the Beginning.

Said annexation parcel as described containing 80,918 square feet or 1.86 acres, more or less.

**Annexation Tract "C"**

Being all of that tract or parcel of Land owned by McCullough Farms LLC shown as Annexation Tract C on a preliminary survey titled "Annexation Plat – McCullough Farms LLC – Deed Book 3533, Page 1203" by Joshua A. Exline, PLS L-5421, dated July 31, 2023, and being more particularly described as follows:

Beginning at an existing iron rod, the northwest corner of Tract 3 as shown in Map Book H, Page 48A, and running thence as the line of Tract 2 N 89°31'32" E - 561.93' to a point;

Thence as the future right-of-way of NC 43 Connector as shown in NCDOT Project R-4463A the following three (3) calls:

S 22°55'48" E - 229.04' to a point;

N 67°04'12" E - 34.88' to a point;

S 22°56'05" E - 110.00' to a point;

Thence as the northern line of Craeberne Forest Phase 2 - Section 1 as shown in Map Book H, Page 181B, S 89°31'32" W - 723.68' to a point;

Thence as the line of the lands of P & J of New Bern LLC as shown in Deed Book 2687, Page 444 and Map Book H, Page 114E N 00°28'28" W - 300.01' to the Beginning.

Said annexation parcel as described containing 190,767 square feet or 4.38 acres, more or less.



**SITE DATA**  
 SITE ADDRESS(S): SAVOY DRIVE  
 NEW BERN, NORTH CAROLINA 28583

**OWNER INFORMATION**  
 McCULLOUGH FARMS, LLC  
 244-A CRAVEN STREET  
 NEW BERN, NC 28580

**TOTAL SITE AREA**  
 256.20 AC ±, or 111,116,660 SQ. FT. ±

**PID:**  
 8-210-23000 & 8-210-13000  
 DEED BOOK 2033, PAGE 1203

**LEGEND:**

- BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- RIGHT OF WAY
- EASEMENT LINE
- IRON PIPE FOUND
- IRON ROD FOUND
- IRON ROD SET
- DOT MONUMENT FOUND
- COMPUTED POINT

**NOTES**

- AREA CALCULATED BY COORDINATE METHOD.
- HORIZONTAL (NAD 83-2011) AND VERTICAL (NAVD 88) DATA WERE ESTABLISHED UTILIZING A TOPCON HIPER-V GPS RECEIVER OPERATING IN VRS MODE WITH REPEAT OBSERVATIONS.
- THIS PARCEL IS LOCATED IN ZONE X - NOT A SPECIAL FLOOD HAZARD AREA - AS SHOWN ON FEMA FLOOD MAP NO. 370554000K & 370549000K BEARING AN EFFECTIVE DATE OF JUNE 19, 2020.
- UTILITIES AS SHOWN ARE PLOTTED FROM INFORMATION VISIBLE IN THE FIELD AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST. THE APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED PRIOR TO LAND DISTURBING ACTIVITIES.
- THIS LOT IS SUBJECT TO ALL UTILITY EASEMENTS, RESTRICTIONS, OR COVENANTS OF RECORD.
- NO HORIZONTAL CONTROL MONUMENTS WERE FOUND WITHIN 2000' OF THIS SURVEY.

**A. McCULLOUGH FARMS, LLC**  
 PID: 8-210-11000  
 DB 3533, PG 1209  
 MB H, PG 48A  
 190,628 SQ FT ± OR 4.38 AC ±

**B. P & J OF NEW BERN, LLC**  
 PID: 8-210-12007  
 DB 2887, PG 444  
 MB H, PG 114E  
 93,729 SQ FT ± OR 2.16 AC ±

**C. McCULLOUGH FARMS, LLC**  
 PID: 8-210-13000  
 DB 3533, PG 1203  
 MB H, PG 114E  
 44,824 SQ FT ± OR 1.03 AC ±

**D. P & J OF NEW BERN, LLC**  
 PID: 8-210-21003  
 DB 2887, PG 444  
 MB H, PG 88A  
 4,308 SQ FT ± OR 0.06 AC ±

**E. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21001  
 DB 3533, PG 1210  
 MB H, PG 88A  
 19,865 SQ FT ± OR 0.45 AC ±

**F. P & J OF NEW BERN, LLC**  
 PID: 8-210-21002  
 DB 2887, PG 444  
 MB L, PG 88A  
 34,385 SQ FT ± OR 0.79 AC ±

**G. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21006  
 DB 3533, PG 1203  
 MB L, PG 88A  
 71,230 SQ FT ± OR 1.61 AC ±

**H. McCULLOUGH FARMS, LLC**  
 PID: 8-210-11000  
 DB 3533, PG 1203  
 MB H, PG 11001  
 11,310,422 SQ FT ±  
 259.65 AC ±  
 REMAINING

**I. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21009  
 DB 3533, PG 1203  
 MB L, PG 88A  
 303 SQ FT ± OR 0.01 AC ±

**J. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21005  
 DB 3533, PG 1203  
 MB L, PG 88A  
 32,419 SQ FT ± OR 0.74 AC ±

**K. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21004  
 DB 3533, PG 1203  
 MB L, PG 88A  
 32,419 SQ FT ± OR 0.74 AC ±

**L. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21008  
 DB 3533, PG 1203  
 MB L, PG 88A  
 32,419 SQ FT ± OR 0.74 AC ±

**M. McCULLOUGH FARMS, LLC**  
 PID: 8-210-21006  
 DB 3533, PG 1203  
 MB L, PG 88A  
 32,419 SQ FT ± OR 0.74 AC ±

**WYERHAEUSER REAL ESTATE**  
 PID: 8-209-18000  
 DB 1158, PG 633

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-13000  
 DB 2887, PG 381  
 MB H, PG 160A

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**TRACT A McCULLOUGH FARMS, LLC**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 11,310,660 SQ FT ±  
 259.28 AC ±

**AMBERATION TRACT A McCULLOUGH FARMS, LLC**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 8,807,141 SQ FT ±  
 199.83 AC ±

**AMBERATION TRACT B McCULLOUGH FARMS, LLC**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 90,910 SQ FT ±  
 2.08 AC ±

**AMBERATION TRACT C McCULLOUGH FARMS, LLC**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 90,910 SQ FT ±  
 2.08 AC ±

**AMBERATION TRACT D McCULLOUGH FARMS, LLC**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 90,910 SQ FT ±  
 2.08 AC ±

**AMBERATION TRACT E McCULLOUGH FARMS, LLC**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 90,910 SQ FT ±  
 2.08 AC ±

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

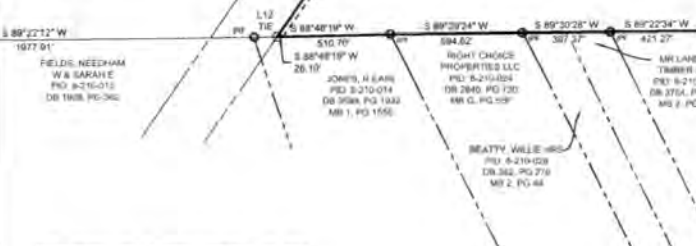
**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F

**WYERHAEUSER REAL ESTATE**  
 PID: 8-210-23000  
 DB 3533, PG 1203  
 MB H, PG 30F



LINE	BEARING	DISTANCE
1	S 89°23'21" W	1677.91
2	S 88°48'19" W	510.70
3	S 88°48'19" W	26.10
4	S 89°30'28" W	387.27
5	S 89°30'28" W	421.27
6	S 89°30'28" W	421.27
7	S 89°30'28" W	421.27
8	S 89°30'28" W	421.27
9	S 89°30'28" W	421.27
10	S 89°30'28" W	421.27
11	S 89°30'28" W	421.27
12	S 89°30'28" W	421.27
13	S 89°30'28" W	421.27
14	S 89°30'28" W	421.27
15	S 89°30'28" W	421.27
16	S 89°30'28" W	421.27
17	S 89°30'28" W	421.27
18	S 89°30'28" W	421.27
19	S 89°30'28" W	421.27
20	S 89°30'28" W	421.27
21	S 89°30'28" W	421.27
22	S 89°30'28" W	421.27

CURVE	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	16880.00'	646.70'	17°13'50"	646.87'	S 21°20'25" E
C2	22120.00'	826.34'	23°11'18"	826.36'	S 21°42'00" E
C3	300.00'	102.80'	18°21'30"	102.45'	S 23°14'17" E



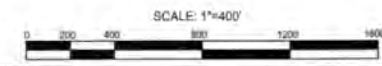
**CERTIFICATE OF ACCURACY AND MAPPING**

I, JOSHUA A. EXLINE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (EXCEPT DESCRIPTIONS RECORDED AS SHOWN HEREOF) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION NOTED, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 41-08 AS AMENDED, WITNESSEY MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D.

JOSHUA A. EXLINE, PLS LICENSE NO. L-54211

I, JOSHUA A. EXLINE, CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMMENDATION OF A CONTROL-CHECKED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SURVEY.

JOSHUA A. EXLINE, PLS LICENSE NO. L-54211



**McCULLOUGH FARMS, LLC**  
 244-A CRAVEN STREET  
 NEW BERN, NC 28580

**PARAMOUNT**  
 122 Canada Drive  
 Wilmington, North Carolina, 28403  
 (910) 398-0707 (C) (910) 398-0705 (F)  
 NC License # C-2846

**ANNEXATION PLAT**  
**McCULLOUGH FARMS, LLC**  
**DEED BOOK 3533, PAGE 1203**  
**TOWNSHIP NUMBER 8**  
**CRAVEN COUNTY, NC**

1 of 1  
 DATE: JULY 21, 2023 SCALE: 1"=400'  
 JOB: 2023-234



# AGENDA ITEM COVER SHEET



## Agenda Item Title:

Consider adopting a resolution calling for a public hearing to annex a portion of Tax Parcels 8-209-13001 and 8-209-12003

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 4
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Public Hearing:</b> 10/10/2023

<b>Explanation of Item:</b>	Weyerhaeuser has requested to annex portions of Tax Parcels 8-209-13001 and 8-209-12003. This is the same property that the Board conveyed to Weyerhaeuser after approving an exchange of property at its August 22, 2023 meeting. If the property is annexed, it will be in Ward 4.
<b>Actions Needed by Board:</b>	Consider calling for a public hearing to be held on October 10, 2023
<b>Backup Attached:</b>	Resolution calling for a public hearing, petition for annexation, certificate of sufficiency, and map
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**



**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 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:** Mayor and Board of Aldermen  
**FROM:** Brenda E. Blanco, City Clerk  
**DATE:** September 15, 2023  
**SUBJECT:** Call for a Public Hearing to Annex Portions of Tax Parcels 8-209-13001 and 8-209-12003

---

**Background**

Weyerhaeuser NR Company has petitioned the City to annex a portion of Tax Parcels 8-209-13001 and 8-209-12003. This is the same property that was conveyed to Weyerhaeuser after the Board approved an exchange of property at its August 22, 2023 meeting. It is requested a public hearing be held on October 10, 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 Weyerhaeuser NR Company, bearing date August 29, 2023, seeking annexation to the City of New Bern of parcels of land consisting of 1.46 acres, more or less, which said parcels are located north of US Highway 70 in Number Eight Township, Craven County, and being identified as a portion of Craven County Tax Parcels 8-209-13001 and 8-209-12003 and 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 October 10, 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 Weyerhaeuser NR Company.

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 October 10, 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 Weyerhaeuser NR Company, which said parcel is located at north of US Highway 70 in Number Eight Township, Craven County, and being identified as a portion of Craven County Tax Parcels 8-209-13001 and 8-209-12003, 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 October 10, 2023.

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK

**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 Weyerhaeuser NR Company requesting annexation by the City of New Bern of a portion of Tax Parcels 8-209-13001 and 8-209-12003 in Number 8 Township, Craven County, which said petition is dated August 29, 2023, and I do hereby certify that said petition is in order in all respects.

THIS DAY 26<sup>TH</sup> OF SEPTEMBER, 2023.

---

BRENDA BLANCO, CITY CLERK



**PETITION TO ANNEX**

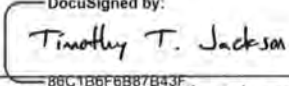
TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. Weyerhaeuser NR Company, 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 a portion of Craven County Tax Parcels 8-209-13001 (current zoning: C-3) and 8-209-12003 (current zoning: R-10A). It 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. The zoning classifications of the Parcels shall remain unchanged.

OWNER:

WEYERHAEUSER NR COMPANY

By:   
Timothy T. Jackson, Senior Director, Real Estate Development

Date: August 29, 2023

Mailing Address: Ward and Smith, P.A.  
Post Office Box 867  
New Bern, NC 28563

EXHIBIT A

That certain tract of land being in the Number 8 Township, Craven County, City of New Bern, North Carolina, said tract being a portion of the property described in Deed Book 2687 Page 346 and Deed Book 2687 Page 339 and Map Book H page 113 G&H of the Craven County Register of Deeds, and shown on a map titled "Subdivision Plat Kyrios, LLC Parcel A" by Matthew T. Roberts, P.L.S., dated August 24, 2023 and being more fully described as follows:

Commencing at an 1" open end pipe, said pipe being labeled as POB1 on the aforementioned map, said pipe being North 18°46'42" East a distance of 254.94 feet from a 1" open end pipe on the northern right of way of US Highway 70 (370' Public R/W) labeled (Tie) said pipe being South 87°22'52" East a distance of 271.88 feet from a iron rod set, said iron rod having NC Grid NAD 83(2011) coordinates of North 505839.89 feet and East 2559831.21 feet, said iron rod also being South 72°12'52" East a distance of 819.86 feet from an iron rod set with NC Grid NAD 83(2011) coordinates of North 506090.32 feet and East 2559050.53 feet which is South 73°41'24" East 1518.32 feet from NCGS Voltage with NC Grid NAD 83(2011) coordinates of North 506,516.72 feet and East 2557593.31 feet, said 1" open end pipe being the **Point of Beginning**.

Thence from the **Point of Beginning**; and with the common line between Kyrios LLC (Deed Book 3692 Page 1612, Map Book I Page 189 E) and Weyerhaeuser NR Company North 18°46'42" East, a distance of 154.24 feet to a 5/8" rebar found on the southern right of way of herein after described Mayhew Drive extension (61' Public R/W); thence with the eastern terminus of the existing Mayhew Drive (Map Book I Page 189E) North 18°46'42" East a distance of 61.00 feet to the northern right of way of said Mayhew Drive Extension to a point; thence with said northern right of way South 70°57'28" East a distance of 154.38 feet to a calculated point at the beginning of a curve to the right; thence along the arc of said curve a distance of 98.73 feet, said curve having a radius of 530.50 feet, a delta angle of 10°39'48", and a chord bearing and distance of South 65°37'34" East a distance of 98.59 feet to a calculated point; thence crossing said right of way to the southern right of way South 18°48'56" West a distance of 62.27 feet to a 5/8" rebar; thence continuing South 18°48'56" West a distance of 143.09 feet to a 1" open end pipe found on the common line between City of New Bern Well Site 8 (Deed Book 2646 Page 373) and said Weyerhaeuser NR Company; thence continuing South 18°48'56" West a distance of 25.00 feet to a 5/8" rebar set; thence North 71°07'14" West a distance of 171.74 feet to a 5/8" rebar set; thence South 61°41'51" West a distance of 118.32 feet to a 5/8" rebar set; thence North 18°46'42" East a distance of 111.79 feet to the **Point of Beginning**. Containing 63,749 Sq. Ft. or 1.46 Acres all as shown on a map titled "Subdivision Plat Kyrios, LLC" dated August 24, 2023 (being the "Mayhew Drive Extension" and "Parcel A" shown thereon).





0.23-acre parcel  
New Bern to WYCO

0.66-acre parcel  
WYCO to New Bern





# Craven County GIS Portion of PID 8-209-13001 and 8-209-12003

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on September 20, 2023 at 3:55:09 PM

1 inch = 642 feet





## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Call for a Public Hearing Amending Section 15-343 of Article XVIII "Parking" of Appendix A "Land Use" of the Code of Ordinances.

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> Ward 1
<b>Department:</b> Development Services	<b>Person Submitting Item:</b> Jessica Rhue, Director of Development Services
<b>Call for Public Hearing:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Public Hearing:</b> 10/10/2023

<b>Explanation of Item:</b>	Consider adopting a resolution to call for a public hearing on October 10, 2023 for an amendment to section 15-343 of the Land Use Plan related to off-street parking requirements in the Historic District.
<b>Actions Needed by Board:</b>	Adopt Resolution
<b>Backup Attached:</b>	Memo, Resolution
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**



# NEW BERN

NORTH CAROLINA

303 First Street, P.O. Box 1129

New Bern, NC 28563

(252)639-7587

## MEMORANDUM

**TO:** Mayor Jeffrey Odham, City of New Bern Board of Aldermen

**FROM:** Jessica F. Rhue, Director Development Services

**DATE:** September 26, 2023

**SUBJECT:** Consider Adopting a Resolution to Call for a Public Hearing Amending Section 15-343 of Article XVIII "Parking" of Appendix A "Land Use" of the Code of Ordinances.

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During the last five regular meetings of the Planning and Zoning Board, the City's requirements for off-street parking in the historic downtown area have been discussed. Staff explained that the City of New Bern Land Use Ordinance requires off-street parking to be provided for new commercial developments and "change-of-use" occupancy within existing structures. To encourage the reuse of existing buildings and have legally enforceable and commonsensical parking laws, staff researched what other sister cities with similar characteristics have adopted. Most historical and coastal cities with public parking available do not apply parking standards in their downtown areas in order to facilitate the reuse of buildings, and to protect historic buildings from being removed to create parking. The City of New Bern has approximately 600 public parking spaces that are not included in any parking calculations.

The City of New Bern Planning & Zoning Board recommended approval of this amendment with a vote of five to one at their September 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.

The Board is requested to Consider Adopting a Resolution to Call for a Public Hearing to take place on October 10, 2023.

**RESOLUTION**

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to conduct a public hearing to receive public comments on amending Article XVIII. "Parking" of Appendix A "Land Use" of the Code of Ordinances, of the City of New Bern.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on Tuesday, October 10, 2023, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on amending Article XVIII. "Parking" of Appendix A "Land Use" of the Code of Ordinances, of the City of New Bern. All interested parties will be given an opportunity to be heard.

ADOPTED THIS THE 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
JEFFERY T. ODHAM, MAYOR

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

# AGENDA ITEM COVER SHEET



## Agenda Item Title:

Consider Adopting a Resolution Declaring Tax Parcel ID 8-035-016 on Pine Tree Drive as Surplus Real Property and Establishing a Minimum Bid

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 2
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Consider deeming real property located on Pine Tree Drive and identified as Tax Parcel ID 8-035-016 as surplus and make it available for purchase through the upset bid process outlined in NCGS 160A-269.
<b>Actions Needed by Board:</b>	Consider adopting resolution
<b>Backup Attached:</b>	Memo and resolution
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**



**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 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:** Mayor and Board of Aldermen

**FROM:** Brenda E. Blanco, City Clerk

**DATE:** September 15, 2023

**SUBJECT:** Consider Adopting a Resolution Declaring Tax PID 8-035-016 as Surplus and Establishing a Minimum Bid

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**Background**

At its September 12, 2023 meeting, the Board voiced a desire to declare Tax PID 8-035-016 as surplus property. The vacant, wooded parcel is approximately 3.24 acres in size and was appraised at \$225,000.

**Recommendation**

Consider adopting a resolution declaring the property surplus and soliciting bids pursuant to NCGS §160A-269 with a minimum bid of \$225,000



## RESOLUTION

THAT WHEREAS, the City Manager, with input from the city's department heads, has determined that the real property owned by the City of New Bern located south of Pine Tree Drive in New Bern, North Carolina, and more specifically identified by Craven County tax parcel identification number 8-035-016 (hereinafter the "Subject Property") is no longer required to provide governmental services to the citizens of the City of New Bern; and

WHEREAS, the Board of Aldermen of the City of New Bern hereby declares that the Subject Property constitutes surplus property, and deems it advisable and in the public interest to solicit offers to purchase the Subject Property pursuant to the provisions of N.C.G.S. §160A-269, specifically subject to the upset bid requirements set forth therein, with a minimum starting bid price of Two Hundred Twenty-Five Thousand dollars (\$225,000).

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

Section 1. That the Board of Aldermen of the City of New Bern hereby declares that the real property owned by the City of New Bern located south of Pine Tree Drive in New Bern, North Carolina, and more specifically identified by Craven County tax parcel identification number 8-035-016 (hereinafter the "Subject Property") is no longer required to provide governmental services to the citizens of the City of New Bern, and is therefore surplus property.

Section 2. That the City of New Bern shall solicit offers to purchase the Subject Property pursuant to the provisions of N.C.G.S. §160A-269, specifically subject to the upset bid requirements set forth therein, with a minimum starting bid price of Two Hundred Twenty-Five Thousand dollars (\$225,000).

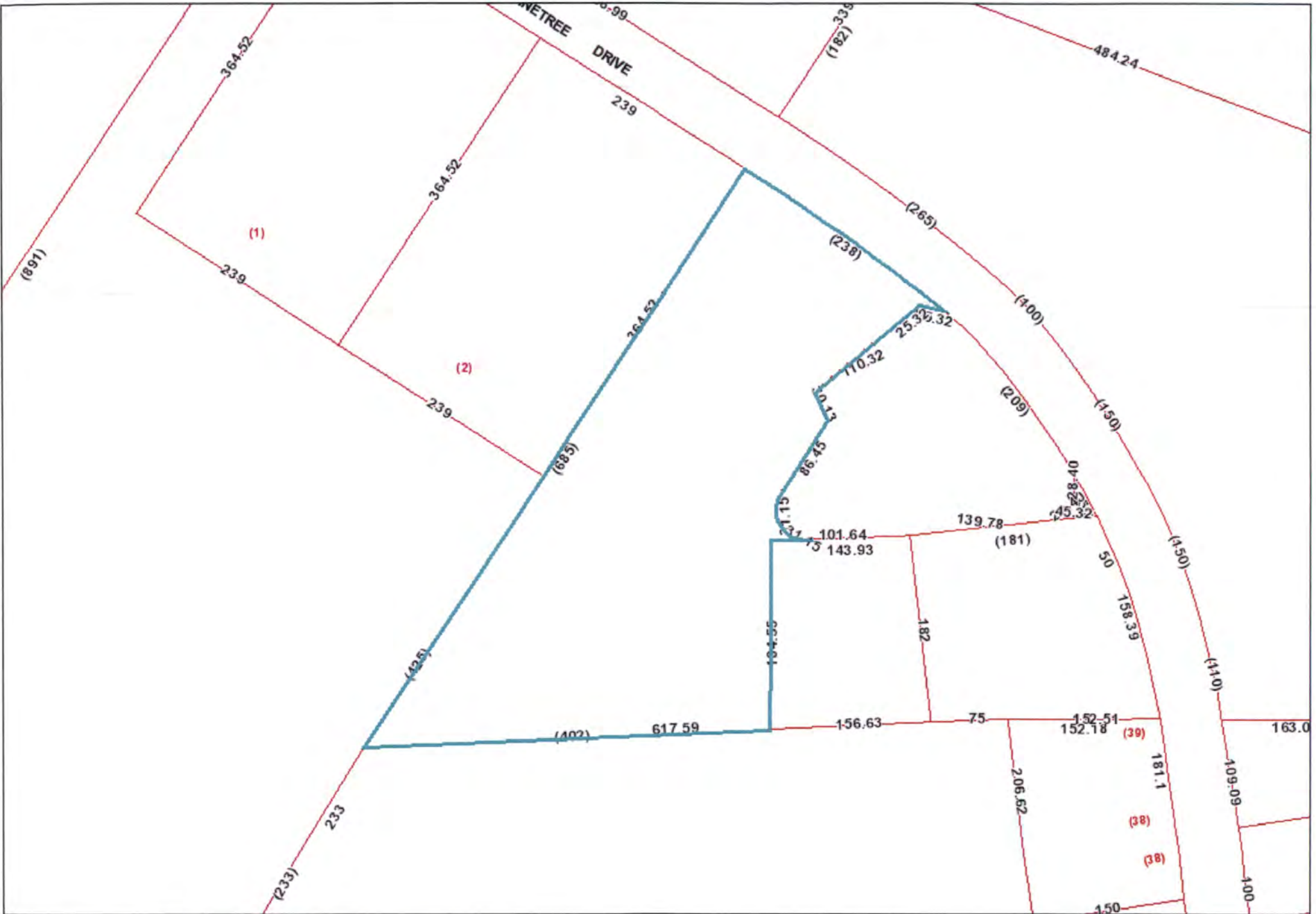
ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



# Craven County GIS PID 8-035-016

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1 inch = 123 feet



### Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 9/20/2023 at 5:07:25 PM  
**PARCEL ID : 8-035 -016**

<b>Owner :</b>	NEW BERN-CITY OF		
<b>Mailing Address :</b>	PO BOX 1129 NEW BERN, NC 28563		
<b>Address of Property :</b>			
<b>Subdivision :</b>			
<b>Property Description :</b>	TRENT NEUSE RD		
<b>Assessed Acreage :</b>	3.24		
<b>Deed Book Page :</b>	1615 0181	<b>Deed Recording Date :</b>	3 6 1998
<b>Land Value :</b>	\$210,600	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$210,600	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	SERVICE - GENERAL

#### Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
3/6/1998 1615-0181	PINE TREE OBSTET/GYN ASSOCIATES P A	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$45,000
1/19/1987 1142-0669	GIBBS, KENNETH W	PINE TREE OBSTET/GYN ASSOCIATES P A	SALE IS INTER COMPANY	\$52,000

**Buildings or improvements where not found on this parcel.**

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 817 Murray Street

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Justin Beck has tendered an offer of \$3,900 for the purchase of 817 Murray Street. The property is a vacant .024-acre residential lot. It was acquired jointly by the City and County in 2017 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, map and pictures of the property
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



**NEW BERN**  
**CITY OF NEW BERN**

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

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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** September 15, 2023  
**SUBJECT:** Offer to Purchase 817 Murray Street

Justin Beck has submitted a bid of \$3,900 for the purchase of 817 Murray Street. The property is a vacant 0.224-acre parcel with a tax value of \$7,800. It was acquired jointly by the City and County in November of 2017 through tax foreclosure. If the property is sold for the initial bid, the City is projected to receive \$775.77 and the County \$3,124.23 from the proceeds.

/beb



## RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 817 Murray Street, Craven County parcel identification number 8-007-150; and

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

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$3,900.00 submitted by Justin Elijah Beck; and

WHEREAS, Justin Elijah Beck has paid the required five percent (5%) deposit on the offer.

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

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2022.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 817 MURRAY ST

Subdivision Name: NONE

Tax Parcel ID No.: 8-007-150

Plat Reference: 20475

Being all of that property more particularly described in Deed Book 3518, Page 1563 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 3900 and shall be paid as follows:

(a) \$ ~~500~~ 200, EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ ~~3500~~ 3700, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

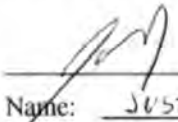
Buyer Initials JEb — Seller Initials \_\_\_\_\_



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

BUYER:

(If an individual)

 \_\_\_\_\_ (SEAL)  
 Name: JUSTIN ELIAH BECK  
 Date: 12 JUL 2023  
 Address: 901 SHIPYARD PT  
NEW BERN, NC 28560  
 Phone: 336 577-0341  
BECK.J18@gmail.com

(If a business entity)

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

SELLER

CRAVEN COUNTY

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

CITY OF NEW BERN

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

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

### Craven County Geographic Information System



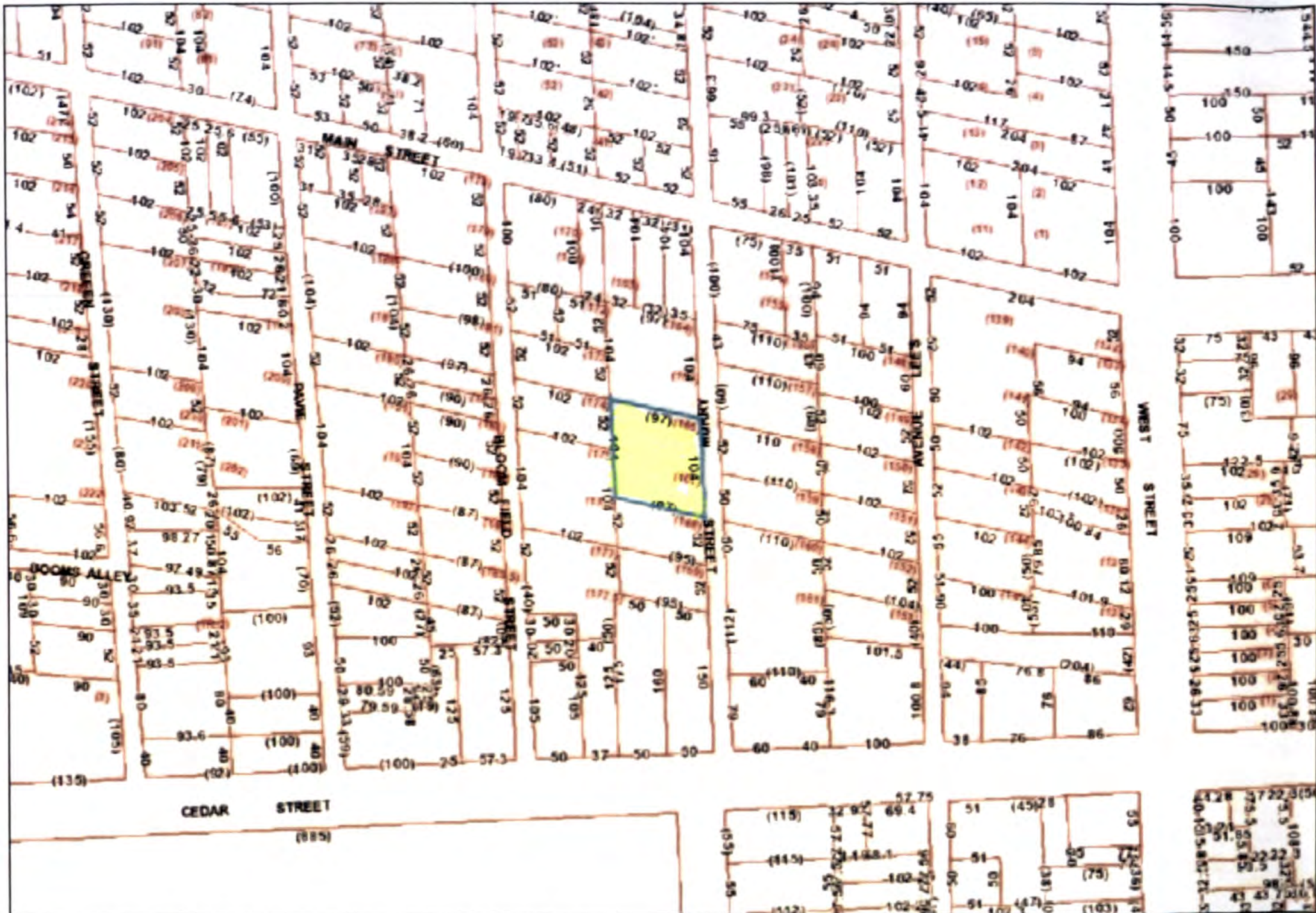
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**PARCEL ID : 8-007 -150**

<b>Owner :</b>	CRAVEN COUNTY & NEW BERN-CITY		
<b>Mailing Address :</b>	406 CRAVEN ST NEW BERN, NC 28560		
<b>Address of Property :</b>	817 MURRAY ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	LOT 166 & 167 PAVIETOWN		
<b>Assessed Acreage :</b>	0.224		
<b>Deed Book Page :</b>	3518 1565	<b>Deed Recording Date :</b>	11 6 2017
<b>Land Value :</b>	\$7,800	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$7,800	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	VACANT - RESIDENTIAL TRACT

#### Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
11/6/2017 3518-1565	NIXON, WILLIAM A HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500

Buildings or improvements where not found on this parcel.





817 Murray Street



ESTIMATED DIVISION OF PROCEEDS

Property: 817 Murray St, PID: 8-007-150			
Offer Amount			\$ 3,900.00
Less: Reimb to City for publication of notice of offer (approx)			
Balance			\$ 3,900.00
County cost reimbursement		\$ 2,991.92	
City cost reimbursement		\$ -	\$ 2,991.92
Remaining Balance			\$ 908.08
County Taxes at Foreclosure	\$ 243.35	14.570%	\$ 132.31
City Taxes/Priority Liens at Foreclosure	\$ 1,426.87	85.430%	\$ 775.77
Total Taxes	\$ 1,670.22		
County Total	\$ 3,124.23		
City Total	\$ 775.77		

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 1101 Main Street

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Kurtis Stewart has tendered an offer of \$3,000 for the purchase of 1101 Main Street. The property is a vacant 0.138-acre residential lot. Shortly after the City and County acquired it in 2007 through tax foreclosure, the County transferred its interest in the property to the City.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, map and pictures of the property
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**





# 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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** September 15, 2023  
**SUBJECT:** Offer to Purchase 1101 Main Street

Kurtis Stewart has submitted a bid of \$3,000 for the purchase of 1101 Main Street. The property is a vacant 0.138-acre parcel with a tax value of \$6,000. It was acquired jointly by the City and County in January of 2007 through tax foreclosure, and the County subsequently conveyed its interest to the City in August of 2007.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern owns certain real property identified as 1101 Main Street, Craven County parcel identification number 8-007-004; and

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

WHEREAS, the City has received an offer to purchase the above described property in the amount of \$3,000.00 submitted by Kurtis Stewart; and

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

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

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

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

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

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

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

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

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

Section 7. The terms of the final sale are:

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

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

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

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

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

**NORTH CAROLINA**

**OFFER TO PURCHASE AND CONTRACT**

**Craven County**

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

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

Street Address: 1101 Main Street

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

Tax Parcel ID No.: 8-007-0014

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

Being all of that property more particularly described in Deed Book 2640, Page 637 in the Craven County Registry.

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

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

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

**3. CONDITIONS:**

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

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

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

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

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

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

Kurtis Stewart

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

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

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

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

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

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

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



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

BUYER:

(If an individual)

 (SEAL)  
 Name: Kurtis Stewart  
 Date: 08/29/23  
 Address: 1003 Mulford Ct  
           Knightdale, NC 27545  
 Phone: 252-561-504-7917

SELLER

CITY OF NEW BERN

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

(If a business entity)

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

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

### Craven County Geographic Information System



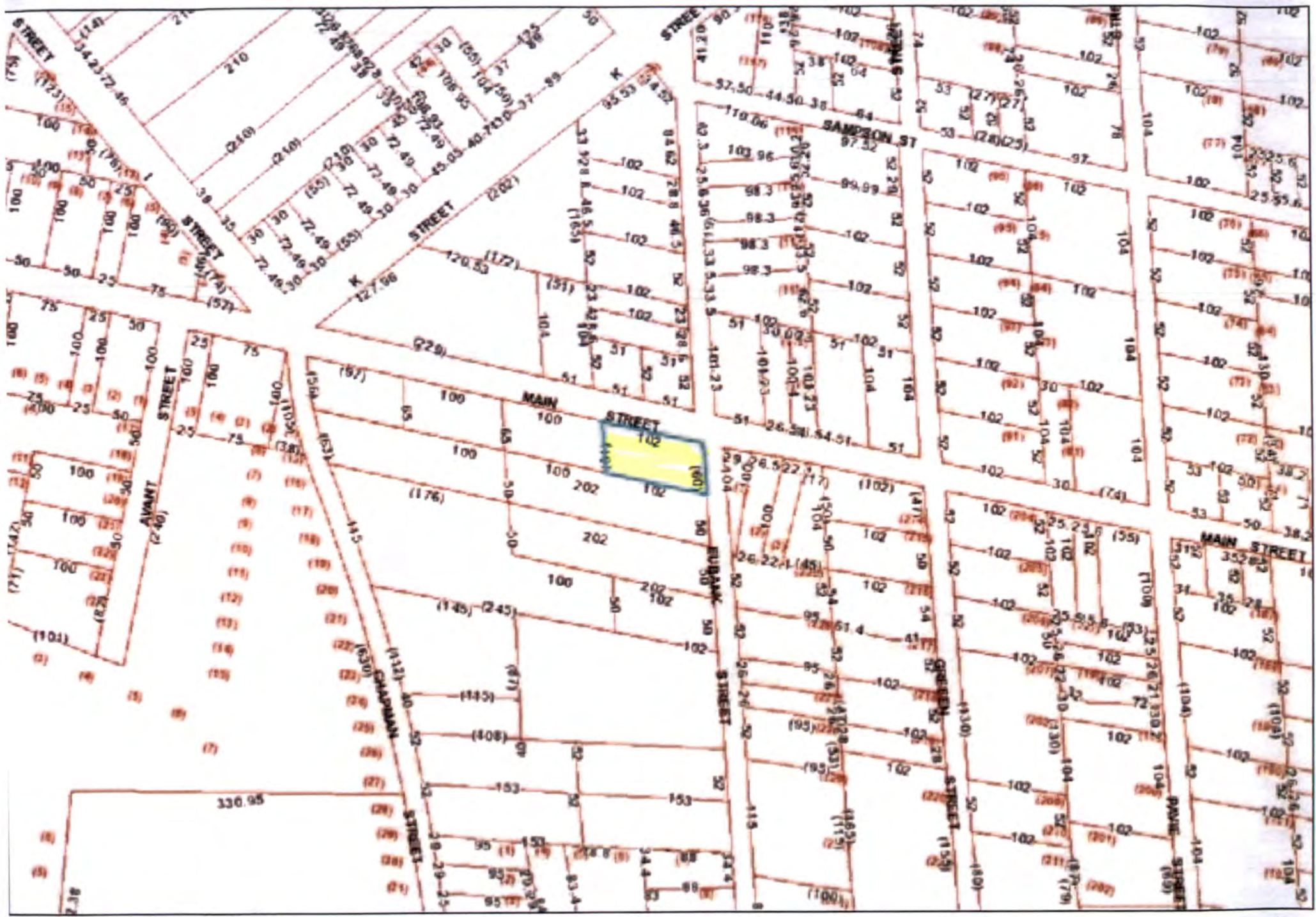
Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 8/29/2023 at 4:42:30 PM  
**PARCEL ID : 8-007 -004**

<b>Owner :</b>	NEW BERN-CITY OF		
<b>Mailing Address :</b>	PO BOX 1129 NEW BERN, NC 28563		
<b>Address of Property :</b>	1101 MAIN ST		
<b>Subdivision :</b>			
<b>Property Description :</b>	LOT 232 FARMVILLE		
<b>Assessed Acreage :</b>	0.138		
<b>Deed Book Page :</b>	2640 0637	<b>Deed Recording Date :</b>	8 28 2007
<b>Land Value :</b>	\$6,000	<b>Recorded Survey :</b>	
<b>Total Improvement(s) Value :</b>	\$0	<b>Life Estate Deed :</b>	
<b>Total Assessed Value :</b>	\$6,000	<b>Estate File Year-E-Folder :</b>	
<b>Number of Improvements:</b>	0	<b>Tax Exempt :</b>	Yes
<b>City Name :</b>	NEW BERN	<b>Fire Tax District :</b>	
<b>Drainage District :</b>		<b>Lot Dimension :</b>	
<b>Special District :</b>		<b>Land Use :</b>	RESIDENTIAL - ONE FAMILY UNIT

#### Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/28/2007 2640-0637	CRAVEN COUNTY & NEW BERN-CITY OF	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0
2/21/2007 2567-0292	PEARSON, JAMES C	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$9,000

Buildings or improvements where not found on this parcel.



Craven County GIS 1101 Main St



1101 Main Street





1101 Main Street



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to establish the Municipal Service District Advisory Committee.

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 1
<b>Department:</b> Administration	<b>Person Submitting Item:</b> Foster Hughes, City Manager
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	In response to interest in reviving an MSD committee, Public input meetings were held on May25th, and June 15th to discuss potential interest in reviving a committee, the structure of a committee, and potential projects. All MSD taxpayers were invited to participate. 62 people participated in the meetings. The Resolution reflects input received from the Aldermen on August 22nd and September 12th.
<b>Actions Needed by Board:</b>	Adopt the resolution to establish the MSD Committee
<b>Backup Attached:</b>	Resolution,
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

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



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

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

**To:** Mayor and Board of Aldermen  
**From:** Foster Hughes, City Manager  
**Date:** September 20, 2023  
**Subject:** Consider Adopting a Resolution to establish the Municipal Service District Advisory Committee

**Background Information:**

In response to interest in the Municipal Service District, public input meetings were held on May 25<sup>th</sup> and June 15<sup>th</sup> to discuss whether there was enough interest in creating a committee, it's proposed structure, and potential projects.

Letters were mailed to all MSD taxpayers on two different occasions. The meetings were promoted through press and social media releases. The meetings were also broadcast live on the city website, Facebook, Roku, and Suddenlink. Total attendance for both meetings was 62.

This item was presented to the Board of Aldermen on August 22<sup>nd</sup>, and September 12<sup>th</sup>. Based on the feedback received from both meetings, adjustments have been made to the resolution.

**Recommendation:**

Adopt a resolution to establish the MSD Advisory committee.

**RESOLUTION TO ESTABLISH THE MUNICIPAL SERVICE DISTRICT ADVISORY COMMITTEE**

THAT WHEREAS, the Board of Aldermen of the City of New Bern ("Board of Aldermen") adopted a resolution on June 27, 1978 by which a municipal service district was established ("Municipal Service District"); and

WHEREAS, by subsequent resolutions adopted pursuant to and consistent with the Municipal Service District Act of 1973 ("Act"), the original Municipal Service District was further enlarged; and

WHEREAS, on June 11, 1985, the Board of Aldermen appointed certain property owners within the Municipal Service District to serve as a Municipal Service District Advisory Committee for the specific purpose of making recommendations to the City of New Bern with respect to further revitalization of the central business district; and

WHEREAS, once the initial Municipal Service District Advisory Committee made its recommendations to the Board of Aldermen, no further appointments were made; and

WHEREAS, the Board of Aldermen desires to re-establish a Municipal Service District Advisory Committee to provide advisory recommendations to the Board of Aldermen as more specifically provided herein; and

WHEREAS, the Board of Aldermen deems it advisable and in the public interest to establish the Municipal Service District Advisory Committee with such membership and objectives as set forth herein.

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

**Section 1.** There is hereby established the Municipal Service District Advisory Committee.

**Section 2.** The Municipal Service District Advisory Committee shall serve the Board of Aldermen in an advisory capacity, and shall no less than annually recommend to the Board of Aldermen how the property taxes generated within the Municipal Service District may be spent consistent with Act.

**Section 3.** The Municipal Service District Advisory Committee shall meet as a public body on no less than a quarterly basis at regularly scheduled meetings. Special meetings may be called by the Chairman at any time. All meetings shall comply with North Carolina open meetings laws.



**Section 4.** The Municipal Service District Advisory Committee shall be comprised of ten (10) voting members representing the following interests within the Municipal Service District:

**Six (6) Commercial Members\***

**Seat #**

- (1) Large commercial representative (Real property tax value of \$2 million or more)
- (2) Hospitality representative (Hotel/bed and breakfast)
- (3) Restaurant representative
- (4) Retail establishment representative
- (5) Entertainment/nightlife representative
- (6) Professional services representative (Legal, banking, insurance, dental, etc.)

\*Commercial members may be individual property owners, or a representative of an owner if a commercial property is owned by a legal entity.

**Four (4) Residential Members**

Each of the four (4) residential representatives (Seat #7 – #10) must maintain their primary residence in a residential dwelling located within the Municipal Service District.

**Section 5.** The Municipal Service District Advisory Committee shall also include the following five (5) ex officio, non-voting members:

**Ex Officio Members**

- (1) Ward 1 Aldermen
- (2) At-Large Appointment from the Board of Aldermen
- (3) City Manager
- (4) Finance Director
- (5) Swiss Bear Executive Director

**Section 6.** Municipal Service District Advisory Committee members shall be appointed for a three-year staggered terms by the Board of Aldermen. Any vacancies shall be filled by the Board of Aldermen. Members may continue to serve until their successors have been appointed. Initially, Seat Numbers 3, 6, and 9 shall be appointed for one-year terms, Seat Numbers 2, 5, and 8 shall be appointed for two-year terms, and Seat Numbers 1, 4, 7, and 10 shall be appointed for three-year terms. Upon the expiration of the initial terms, all members shall serve three-year terms. Members may not serve more than two (2) successive terms as a Commercial Member representing the same commercial interest, or as a Residential Member. The Board of Aldermen, in its discretion, may replace any voting member who fails to attend three (3) of the four (4) quarterly meetings within any twelve (12) month period, or

who no longer owns real property or resides within the Municipal Service District. Vacancies may be filled for unexpired terms only.

**Section 7.** The Municipal Service District Advisory Committee shall elect one of its members to serve as chair who shall preside over the committee's meetings. The person so elected shall serve a term of one year or until their term expires, whichever comes first. The chair may succeed himself or herself. The chair may take part in all deliberations and vote on all issues.

**Section 8.** This resolution shall be effective on adoption.

ADOPTED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

**RESOLUTION TO ESTABLISH THE MUNICIPAL SERVICE DISTRICT ADVISORY  
COMMITTEE**

THAT WHEREAS, the Board of Aldermen of the City of New Bern ("Board of Aldermen") adopted a resolution on June 27, 1978 by which a municipal service district was established ("Municipal Service District"); and

WHEREAS, by subsequent resolutions adopted pursuant to and consistent with the Municipal Service District Act of 1973 ("Act"), the original Municipal Service District was further enlarged; and

WHEREAS, on June 11, 1985, the Board of Aldermen appointed certain property owners within the Municipal Service District to serve as a Municipal Service District Advisory Committee for the specific purpose of making recommendations to the City of New Bern with respect to further revitalization of the central business district; and

WHEREAS, once the initial Municipal Service District Advisory Committee made its recommendations to the Board of Aldermen, no further appointments were made; and

WHEREAS, the Board of Aldermen desires to re-establish a Municipal Service District Advisory Committee to provide advisory recommendations to the Board of Aldermen as more specifically provided herein; and

WHEREAS, the Board of Aldermen deems it advisable and in the public interest to establish the Municipal Service District Advisory Committee with such membership and objectives as set forth herein.

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

**Section 1.** There is hereby established the Municipal Service District Advisory Committee.

**Section 2.** The Municipal Service District Advisory Committee shall serve the Board of Aldermen in an advisory capacity, and shall no less than annually recommend to the Board of Aldermen how the property taxes generated within the Municipal Service District may be spent consistent with Act.

**Section 3.** The Municipal Service District Advisory Committee shall meet as a public body on no less than a quarterly basis at regularly scheduled meetings. Special meetings may be called by the Chairman at any time. All meetings shall comply with North Carolina open meetings laws.



**Section 4.** The Municipal Service District Advisory Committee shall be comprised of ten (10) voting members representing the following interests within the Municipal Service District:

**Six (6) Commercial Members\***

**Seat #**

- (1) Large commercial representative (Real property tax value of \$2 million or more)
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- (5) Entertainment/nightlife representative
- (6) Professional services representative (Legal, banking, insurance, dental, etc.)

\*Commercial members may be individual property owners, or a representative of an owner if a commercial property is owned by a legal entity.

**Four (4) Residential Members**

Each of the four (4) residential representatives (~~Seat #7 – #10~~) must maintain their primary residence in a residential dwelling located within the Municipal Service District.

**Section 5.** The Municipal Service District Advisory Committee shall also include the following ~~four (4)~~ five (5) ex officio, non-voting members:

**Ex Officio Members**

- (1) Ward 1 Aldermen
- (2) At-Large Appointment from the Board of Aldermen
- (3) City Manager
- (4) Finance Director
- (5) Swiss Bear Executive Director

**Section 6.** Municipal Service District Advisory Committee members shall be appointed for a ~~term of three (3) years~~ three-year staggered terms by the Board of Aldermen. Any vacancies shall be filled by the Board of Aldermen. Members may continue to serve until their successors have been appointed. Initially, Seat Numbers 3, 6, and 9 shall be appointed for one-year terms, Seat Numbers 2, 5, and 8 shall be appointed for two-year terms, and Seat Numbers 1, 4, 7, and 10 shall be appointed for three-year terms. Upon the expiration of the initial terms, all members shall serve three-year terms. There shall be no limit on successive terms. Members may not serve more than two (2) successive terms as a Commercial Member representing the same commercial interest, or as a Residential Member. The Board of Aldermen, in its discretion, may replace any voting member who fails to attend three (3) of the four



(4) quarterly meetings within any twelve (12) month period, or who no longer owns real property or resides within the Municipal Service District. Vacancies may be filled for unexpired terms only.

**Section 7.** The Municipal Service District Advisory Committee shall elect one of its members to serve as chair who shall preside over the committee's meetings. The person so elected shall serve a term of one year or until their term expires, whichever comes first. The chair may succeed himself or herself. The chair may take part in all deliberations and vote on all issues.

**Section 8.** This resolution shall be effective on adoption.

ADOPTED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Accepting the American Rescue Plan Act Stormwater Planning Grant and Authorizing the City Manager to Sign the Funding Offer and Acceptance-Stormwater Planning Grant Agreement.

<b>Date of Meeting:</b> September 26, 2023	<b>Ward # if applicable:</b> NA
<b>Department:</b> Development Services	<b>Person Submitting Item:</b> Chris Seaberg, Community and Economic Development Manager
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	The City has since received a Preliminary Project-Scope Approval and Transmittal of Offer-and-Acceptance Funding Award letter dated August 23, 2023. This letter requires the Board of Alderman adopt a resolution accepting the ARPA grant fund in the amount of \$400,000 along with authorizing the City Manager to sign the Funding Offer and Acceptance Agreement between NCDEQ-DWI and the City of New Bern for this project.
<b>Actions Needed by Board:</b>	Adopt Resolution
<b>Backup Attached:</b>	Memo, Resolution
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**



# NEW BERN

NORTH CAROLINA

303 First Street, P.O. Box 1129

New Bern, NC 28563

(252)639-7587

## MEMORANDUM

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

**FROM:** Christopher Seaberg, Community and Economic Development Manager

**DATE:** September 26, 2023

**SUBJECT:** Consider Adopting a Resolution Accepting the American Rescue Plan Act Stormwater Planning Grant and Authorizing the City Manager to Sign the Funding Offer and Acceptance-Stormwater Planning Grant Agreement.

---

September 2022, the City of New Bern applied for an American Rescue Plan Act (ARPA) Local Assistance for Stormwater Infrastructure Investments (LASII) Stormwater Planning Grant that will be administered State of North Carolina Department of Environmental Quality Division of Water Infrastructure (NCDEQ – DWI). The City petitioned for \$400,000 to fund Stormwater Asset and Inventory Assessments in prioritized areas of the City. The City received a Letter of Intent to Fund from NCDEQ-DWI dated March 23, 2023, which required the submission of a Preliminary Project Scope for consideration. The Preliminary Scope and Costs Estimates were submitted for review on June 1, 2023.

The City has since received a Preliminary Project-Scope Approval and Transmittal of Offer-and-Acceptance Funding Award letter dated August 23, 2023. This letter requires the Board of Alderman adopt a resolution accepting the ARPA grant fund in the amount of \$400,000 along with authorizing the City Manager to sign the Funding Offer and Acceptance Agreement between NCDEQ-DWI and the City of New Bern for this project.

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

## RESOLUTION

**WHEREAS**, The American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or stormwater infrastructure needs, and

**WHEREAS**, The North Carolina Department of Environmental Quality has offered LASII ARPA funding in the amount of \$400,000 to perform the work detailed in the submitted application, and

**WHEREAS**, the City of New Bern intends to perform said project in accordance with the agreed scope of work,

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

That the City does hereby accept the ARPA grant offer of \$400,000; and

That the City of New Bern does hereby give assurance to the North Carolina Department of Environmental Quality that any *Conditions or Assurances* contained in the *Funding Offer and Acceptance* (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (state), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and

That the City Manager is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

ADOPTED THIS 26th DAY OF SEPTEMBER 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK



**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance – Stormwater Planning Grant**

<b>Legal Name and Address of Award Recipient (i.e., Applicant):</b>	<b>Project Number:</b>	SRP-SW-ARP-0051
City of New Bern	<b>UEID#:</b>	CKYTDKAT93Z3
300 Pollock Street	<b>Assistance Listing Number:</b>	21.027
New Bern, North Carolina 28560		

**Funding Program:**

	<input type="checkbox"/>	<b>Additional Amount for Funding Increases</b>	<b>Previous Total</b>	<b>Total Offered</b>
Drinking Water	<input type="checkbox"/>			
Stormwater	<input checked="" type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
American Rescue Plan Act (ARPA) Grant	<input checked="" type="checkbox"/>	--	--	\$400,000

**Project Description:**

New Bern Stormwater AIA

<b>Total Financial Assistance Offer:</b>	<b>\$400,000</b>
<b>Total Project Cost:</b>	<b>\$400,000</b>
<b>Estimated Closing Fee:</b>	<b>\$ - 0 -</b>

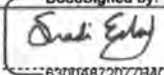
Pursuant to North Carolina Session Law 2021-180:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by:  ----- Signature	8/24/2023 ----- Date
---	----------------------------

On Behalf of: City of New Bern  
Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

----- Signature	----- Date
--------------------	---------------

## STANDARD CONDITIONS

1. Acceptance of this funding offer does not exempt the Applicant from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance (not explicitly referred to in this document) and any future requirements implemented by the U.S. Treasury.
2. Applicants shall comply fully with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. The Applicant is responsible for ensuring that any lower-tier-covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent, lower-tier-covered transactions. Applicants may access suspension and debarment information at: <http://www.sam.gov>. This system allows applicants the means to perform searches determining whether an entity or individual is excluded from receiving federal assistance.
3. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects also must adhere to North Carolina (NC) State law, specifically NC General Statute (NCGS) §143-64.31, Article 3D, *Procurement of Architectural, Engineering, and Surveying (A/E) Services*. NCGS §143-64.32 cannot be used to exempt funding recipients (i.e., applicants) from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
4. Local government units designated as "distressed" must complete the associated requirements of NCGS §159G-45(b).
5. Funds made available by the ARPA to the entity accepting the funds in this document (i.e., the Applicant) must only cover eligible costs incurred on or after March 3, 2021. Funds that are not disbursed by December 31<sup>st</sup>, 2026, will no longer be available for the project. Unused federal funds will revert from the State of North Carolina to the U.S. Treasury.

**ASSURANCES**

1. The Applicant intends to complete the project in accordance with the Application approved for financial assistance by the Division of Water Infrastructure.
2. The Applicant is responsible for paying for those costs ineligible for ARPA funding including, but not limited to, any amount in excess of the amount of this funding offer. The Applicant agrees to establish and to maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records shall be maintained during the completion of the project, and these records shall be retained and made available for a period of at least three (3) years following completion of the project.
3. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with NCGS §159-34. Partial disbursements on this Award will be made promptly, upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its professional services' provider(s), and to retain only such amount(s) as allowed by NCGS.
4. The Applicant shall expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.
5. Funds must be spent fully (i.e., fully reimbursed to the Applicant) by December 31st, 2026.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application, and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance, shall be fulfilled.

.....  
Signature

.....  
Date

ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

SHADI ESKAF  
Director



NORTH CAROLINA  
Environmental Quality

August 23, 2023

Mr. Foster Hughes  
City of New Bern  
300 Pollock Street  
New Bern, North Carolina 28560

Subject: Preliminary Project-Scope Approval &  
Transmittal of Offer-and-Acceptance Funding Award  
Stormwater Planning Grant  
New Bern Stormwater AIA  
DWI Project No(s): SRP-SW-ARP-0051

Dear Mr. Hughes:

The Division of Water Infrastructure (**Division**) has reviewed the recently submitted preliminary project scope information, and we have no objections concerning the document(s) provided. Therefore, we are pleased to inform you the preliminary scoping document is approved herein.

In addition, with this document's approval, the above-referenced project, thusly, is now authorized to receive its intended *American Rescue Plan Act (ARPA)* funding, provided from the State Fiscal Recovery Fund (SFRF), as established in Session Law (S.L.) 2021-180 please note projects funded from the SFRF must meet applicable federal law and guidance for the ARPA funds. *The ARPA grant funding will cover one hundred percent (100%) of eligible, stormwater study, design or plan costs from the S.L. 2021-180 appropriation.*

Accordingly, enclosed are two (2) copies of an "offer-and-acceptance" document extending the **City of New Bern a funding award** in the total amount of **\$400,000**. This award is made by the Division subject to the "Assurances" and "Conditions" set forth in the enclosed offer-and-acceptance document.

Upon your acceptance, please submit the following items to the Division, and addressed directly to the attention of **Pam Whitley**, Division of Water Infrastructure, 1633 Mail Service Center, Raleigh NC 27699-1633 ([Pam.Whitley@deq.nc.gov](mailto:Pam.Whitley@deq.nc.gov)):

1. A resolution (sample copy attached), adopted by your governing body, accepting the ARPA grant offer, and making the applicable assurances contained therein; and
2. One (1) original copy of the "offer-and-acceptance" document, executed by the designated Authorized Representative for the project, along with the signed "Standard Conditions" and "Assurances". Please retain the fully executed, second original copy for your files.

**Reimbursement requests** must be prepared using our standardized reimbursement-request form. A reference copy of this form has been enclosed for your convenience. You are free to reproduce this form should additional copies be needed. Reimbursement requests shall be forwarded to a DWI Accountant at





Mr. Hughes  
City of New Bern  
August 23, 2023  
Page 2 of 2

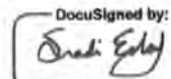
[dwi.businessoffice@deq.nc.gov](mailto:dwi.businessoffice@deq.nc.gov). Once work referenced within the approved scoping document commences, an updated, fully-completed, current and signed/dated copy of our Reimbursement Request Form must be submitted with all reimbursement requests.

Finally, regarding reimbursements, please note the following:

Disbursement is based on the progress made on the project. To obtain payment, you must document the expenditures for which the payment is requested. Final disbursement (10%) will be made only after receiving a final deliverables documenting the completion and findings of the study, as approved herein. **All costs incurred prior to March 3, 2021, are not eligible for ARPA funds, and all ARPA funds must be expended prior to December 31, 2026.**

On behalf of the Department of Environmental Quality, I am pleased to make this offer of ARPA funds, made available by the SFRF. If you have any questions, please contact Jason Robinson, P.E., by telephone at 919.707.3887 or by e-mail at [jason.t.robinson@deq.nc.gov](mailto:jason.t.robinson@deq.nc.gov).

Sincerely,

DocuSigned by:  


6300A872077B4C5  
Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: ARPA Grant Offer-and-Acceptance Document (2 copies)  
Reimbursement-Request Form  
Resolution-to-Accept ARPA Grant Offer (suggested format)  
Professional Engineering Services Procurement Certification

cc: Foster Hughes, City of New Bern (via email at [hughesf@newbermnc.gov](mailto:hughesf@newbermnc.gov))  
Ross Perry, P.E., WithersRavenel, Cary (via email at [rperry@withersravenel.com](mailto:rperry@withersravenel.com))  
Antonio V. Evans, P.E. (DWI, via e-mail)  
Mark Hubbard, P.E. (DWI, via e-mail)  
Jason Robinson, P.E. (DWI, via e-mail)  
Karin Britt (DWI, via e-mail)  
DWI Administrative Unit (DWI, via e-mail)  
Pam Whitley (DWI, via e-mail)  
Jennifer House (DWI, via e-mail)  
**ARPA File (EREID - ERAL)**  
Project Agreement #: 2000067116

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

**North Carolina Division of Water Infrastructure  
Local Assistance for Stormwater Infrastructure Investments (LASII)  
Stormwater Planning Grant  
Project No.: SRP-SW-ARP-0051**

**Preliminary Project Scope and Estimated Project Costs – May 26, 2023**

**Preliminary Project Scope, Cost Estimate, and Schedule**

The City of New Bern was awarded \$400,000 grant as part of the Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA). The following summarizes the preliminary project scope and schedule for each major task.

## **Preliminary Project Scope**

### **Task 1 - Project Management & Grant Administration**

Project Management Services following best practices to meet objectives, quality standards, schedule, and budget. The Consultant will conduct a kickoff meeting with Client staff to obtain necessary background information including flooding history, maps, and locations of known problem areas. The Consultant will provide the following services as part of this task:

- Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project.
- Monthly updates to Client staff regarding project progress.
- Administer the project internally.
- Participate in regularly scheduled conference calls with Client to discuss project progress.
- Manage project processes, communication, and resources.
- Review appropriate State and federal American Rescue Plan Act (ARPA) guidelines applicable to this Project.
- Complete preliminary paperwork needed to submit reimbursements for the Project.
- Prepare requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
- Assist the Client Finance Officer in keeping necessary files and match documentation.
- Act as a liaison as required between the Client and DWI.
- Assist the Client in close-out procedures and paperwork.

## **Phase 1: Asset Inventory & Assessment of Existing Infrastructure**

### **Task 2 - GIS Data Gap Analysis**

The Consultant will obtain the latest version of the Client's GIS stormwater database and review for completeness. Areas within the study limits that lack stormwater features and/or attributes will be noted as focus areas and utilized for the GPS data collection portion of the project. The Client will assist the Consultant in prioritizing focus areas for data collection.

### **Task 3 - Data Collection and Assessment**

The Consultant will locate and assess the condition of facilities, drainage infrastructure, and outfalls within the study area and as prioritized by the City.

- Those structures will be assessed in the field by pulling lids and obtaining invert measurements to populate the GIS attribute table. In addition, the Consultant will verify pipe connectivity and identify possible visible issues that require immediate attention by the City.
- The Consultant will verify and collect attribute information for pipe diameter, pipe material, inverts, type, and overall structure condition visible from outside the structure.
- Assessment of existing culverts, storm drains, and stream capacity for handling current and increased precipitation frequency and intensity
- Data collection, field testing, identifying stormwater improvements and repairs
- Assessment and analysis of current conditions and resiliency

### **Task 4 - Database Update**

Consultant will compile all collected field data and condition assessment information in a GIS database. At the conclusion of the field GPS location and data attribution tasks, the data will be integrated with the existing GIS database to represent the newly collected information. This will include a QA/QC review by staff, and field crews will revisit any areas identified from the QA/QC process that are flagged.

## **Phase 2: Stormwater System Capital Improvement Plan**

### **Task 5 - Existing Conditions Hydrologic and Hydraulic Modeling**

The Consultant will prepare an existing conditions hydrologic and hydraulic (H&H) model of priority areas within the City of New Bern. This H&H model will be used to evaluate the capacity of existing stormwater facilities and infrastructure and will be used as the basis to identify conceptual projects for the Capital Improvement Plan.

The Consultant will provide the following services as part of this task:

- Prepare detailed existing conditions hydrologic and hydraulic model using Storm Water Management Model (SWMM) software from the United States Environmental Protection Agency (EPA) or HEC-RAS software from the Army Corps of Engineers.
- Utilize publicly available data such as LiDAR, SSURGO soils, orthoimagery, building layers;
- Utilize field survey data as provided in Phase 2.
- Calculate and parameterize hydrologic values of sub-catchments in GIS including:
  - Drainage basin boundaries.
  - Drainage basin area and slope.
  - SSURGO soil parameters.
  - Impervious areas and land cover characteristics.

- Watershed shape and flow-paths.
- Utilize NOAA Atlas 14 rainfall depths for the 2-, 10-, 25-, 50-, and 100-yr storm events.
- Develop hydraulic network for system drainage features in GIS including:
  - Link-Node schematic of storm drain inventory structures, pipes, ditches, open channels, culverts, and overland flow.
  - Define stage-storage elevation curves for storage nodes.
  - Characterize open and irregular channel geometry.
  - Define outfall locations and boundary conditions.
- Provide limited calibration of the existing conditions model using best available information for example: historic rainfall, post-storm aerial orthoimagery, high-water marks, and citizen feedback.
- Prepare existing conditions inundation depth maps depicting extents and depth of flooding for each modeled storm event.
- Discuss results with Client to identify list of areas of concern (AoC).

### **Task 6 - Conceptual Projects**

After identifying the Areas of Concern, Consultant and Client will develop planning level conceptual stormwater improvement options. These options will focus on flood risk reduction, replacing aging/failing infrastructure, green stormwater devices, water quality improvements, and nature-based solutions.

Consultant shall provide the following services as part of this task:

- Revise existing conditions model with conceptual improvements.
- Prepare schematic level exhibits of the proposed improvements.
- Prepare planning level engineer's construction and permitting cost opinions with line items for each conceptual project.
- Prepare proposed conditions inundation depth maps depicting extents and depth of flooding for each modeled storm event.
- Conceptual stormwater improvements and cost opinions will be provided to the Client for one review cycle before proceeding with the development of the Stormwater Master Plan;

### **Task 7 - Capital Improvement Plan**

Consultant shall prepare a 10-year capital improvement plan from information gathered and analyzed in previous tasks. CIP projects will include:

- Prioritization of projects according to impact, effectiveness, and equity
- Maintenance plan based on the age and condition of the stormwater infrastructure
- Engineering and cost estimates of improvements
- Assessment of financial needs and preliminary cost estimates for repairs, replacements, and capital improvement projects.
- Draft Comprehensive Stormwater Masterplan of 10 years from the projected adoption of the plan.



## **Phase 3: Growth Assessment and Resiliency Plan**

### **Task 8 - Public Participation**

Part of the process of watershed characterization and master planning will include public input to identify issues of concern and sources of data not previously identified. It will also be an opportunity to identify flooding concerns and to garner citizen engagement and support.

Consultant shall provide the following services as part of this task:

- Prepare a public input and engagement strategy with Client to identify key objectives and stakeholders
- Conduct up stakeholder meetings
- Conduct in-person public charettes. Client to host public meetings to encourage public participation in the ongoing plan and get feedback on project priorities.

### **Task 9 - Growth Assessment and Resiliency Plan**

Consultant will develop an understanding of the climate-related flood risks facing the City of New Bern, which will be used to help develop and prioritize the actions necessary to address these risks. The results of this assessment will provide the City with an understanding of flood risks and priority projects needed to support future steps in preparing for flooding challenges. This assessment will also look to future growth areas and assess the needs and stressors of future growth. Consultant will make recommendations for adjustments to ordinances or development standards based on future growth scenarios and water quality concerns and flood risk.

### **Task 10 - Final Report**

The final deliverable will be a comprehensive report detailing the methodology, findings, and recommendations into a stormwater master plan. Consultant will prepare a document that will contain the following information developed as part of the above tasks:

- Summary of hydrologic and hydraulic methodologies and flood modeling results.
- Summary of potential flooding issues identified with exhibits illustrating flooding locations.
- Conceptual stormwater improvement options for areas of concern to include:
  - Summary of identified issues and potential solutions.
  - Rough lump sum order of magnitude cost opinion for purpose of planning and prioritization.
  - Concept level drawings of proposed improvements.
  - Itemized order of magnitude cost opinions.
- Meet with Client to review draft master plan.
- Revise draft report to incorporate comments from Client.
- Finalize stormwater master plan report.

# Preliminary Cost Estimate

<b>Task No.</b>	<b>Task Name</b>	<b>Fee</b>
1	Project Management & Grant Administration	\$60,000
<b>Phase 1: Asset Inventory &amp; Assessment of Existing Infrastructure</b>		<b>\$190,000</b>
2	GIS Data Gap Analysis	\$15,000
3	Data Collection and Assessment	\$155,000
4	Database Update	\$20,000
<b>Phase 2: Stormwater System Capital Improvement Plan</b>		<b>\$100,000</b>
5	Existing Conditions H&H Modeling	\$50,000
6	Conceptual Projects	\$40,000
7	Capital Improvement Plan	\$10,000
<b>Phase 3: Growth Assessment and Resiliency Plan</b>		<b>\$50,000</b>
8	Public Participation	\$6,000
9	Growth Assessment and Resiliency Plan	\$18,000
10	Final Report	\$26,000
<b>TOTAL</b>		<b>\$400,000</b>

# Preliminary Schedule

## 1. 2023

- **May - June:** Prepare and finalize RFQ
- **July - August:** Advertise / send out RFQ
- **September - October:** Consultant Selection, contracting
- **November:** Project kick-off: initial meeting with consultant, scheduling, strategizing tasks and deliverables.

## 2. 2024

- **Phase 1 - Asset Inventory & Assessment of Existing Infrastructure**
- **January:** Data Gap Analysis
- **February – July:** Data Collection
- **July – August:** Database Update
- **Phase 2 - Stormwater System Capital Improvement Plan**
- **September:** 1<sup>st</sup> Public Engagement
- **September – December:** Existing H&H Modeling

## 3. 2025

- **January:** 2<sup>nd</sup> Public Engagement
- **January – June:** Conceptual Projects
- **July – October:** Capital Improvement Plan
- **Phase 3 - Stormwater System Capital Improvement Plan**
- **October – February:** Growth Assessment and Resiliency Plan
- **March-April:** Final Report
- **May - June:** Internal review and revisions
- **July:** Present Findings to Council
- **August-November:** Collecting reimbursement paperwork and relevant documentation, reporting to the State, and applying for reimbursements.
- **December:** Project Close-Out

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Adopt Resolution Approving Sewer Use Agreement with the Owners of 1955 Old Airport Road.

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 3
<b>Department:</b> Water Resources	<b>Person Submitting Item:</b> Jordan Hughes
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Standard water & sewer use agreement that is required when service is requested for a property that is currently located outside of the New Bern municipal limits. The proposed development on this site is a new charter school.
<b>Actions Needed by Board:</b>	Adopt Resolution Approving Water & Sewer Use Agreement with the owners of 1955 Old Airport Road.
<b>Backup Attached:</b>	Memo from Jordan Hughes, copy of Water & Sewer Use Agreement, map of property, and draft resolution for approving the Agreement.
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**





# NEW BERN

NORTH CAROLINA

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

## MEMORANDUM

**TO:** Mayor and Board of Aldermen  
**FROM:** Jordan B. Hughes P.E., Director of Water Resources  
**DATE:** September 14, 2023  
**SUBJECT:** Recommendation to Approve Water and Sewer Use Agreement  
For 1955 Old Airport Road

### Background Information:

Hubrich Contracting, Inc. is proposing to develop a new charter school on a vacant 27.81-acre property located at 1955 Old Airport Road. This property is located just to the south of West Grantham Road and is currently outside of the New Bern municipal limits. The proposed development will have a calculated average daily water and sewer demand of 11,700 gallons per day (GPD). To facilitate the proposed development, water and sewer service can be provided with short main extensions to connect the new facility to the City's existing infrastructure.

Per Section 74-74 of the City of New Bern Code of Ordinances, any proposed connection for service located outside of the New Bern municipal limits requesting water and sewer capacity shall be required to enter into a written water and sewer use agreement with the City. The purpose of this agreement is to formally outline the roles and responsibilities of both, the City and the owners in establishing service for the proposed project.

### Recommendation:

The water and sewer use agreement for this project has been prepared by City Attorney and executed by the owners. In order to allow the developer to proceed with the proposed construction, City Staff is recommending the Board of Aldermen approve the enclosed water and sewer use agreement.

Attached please find a copy of the water and sewer use agreement and a draft resolution for approving the agreement.

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

*Everything comes together here.*

**RESOLUTION**

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

**BERN:**

That the Agreement dated September 26, 2023, by and between the City of New Bern and Hubrich Contracting, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER 2023.

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

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

**NORTH CAROLINA**

**CRAVEN COUNTY**

**AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF NEW BERN, a North Carolina municipal corporation (“City”), and **Hubrich Contracting Inc.** a North Carolina C Corporation (“Developer”).

**WITNESSETH:**

THAT WHEREAS, Developer owns a tract or parcel of land located within in Craven County, North Carolina, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Developer intends to develop the Property as a charter school development requiring permitted sewerage treatment capacity at full build out of approximately 11,700 gallons per day; and

WHEREAS, Developer desires to annex the Property into the City, and to connect to the City Water System and City Sewer System so that the City might provide such services to the Property, subject to certain terms and conditions contained herein; and

WHEREAS, the City and Developer have reached an agreement with respect to said provision of such utility services to the Property and wish to reduce said agreement to writing.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the City and Developer as follows:

**1. Definitions**

1.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1.1. “Agreement” – means this Agreement between Developer and the City.

1.1.2. “Developer” – means **Hubrich Contracting, Inc.**

1.1.3. "Force Majeure" – means any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party's control without its fault or negligence, including, but not limited to acts of god, government restrictions (including the denial or cancellation of any license or permit), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

1.1.4. "City" – means the City of New Bern, a municipal corporation duly established and existing pursuant to the laws of the State of North Carolina.

1.1.5. "Property" – means the real property owned by Developer located in Craven County, North Carolina, more specifically described on Exhibit A attached hereto and incorporated herein by reference.

1.1.6. "Property Sewer System" – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage and other wastewater from residences, commercial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.7. "Property Water System" – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water to residences, industrial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.8. "Property Systems" – means the Property Sewer System and the Property Water System.

1.1.9. "City Sewer System" – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage that are owned and maintained by the City of New Bern.



1.1.10. "City Water System" – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water that are owned and maintained by the City of New Bern.

1.1.11. "City Systems" – means the City Sewer System and the City Water System.

1.1.12. "Connection Location" – means the specific location and configuration as identified by the City, where the Developer shall cause for the Property Systems to be connected to the City Systems.

1.1.13. "NCDEQ" – means the North Carolina Department of Environmental Quality.

## **2. City Obligations**

2.1. The City shall provide sewer and water service to the Property in an amount not to exceed 11,700 gallons per day (average monthly flow) of permitted water and sewer flow.

2.2. The City's obligation herein to provide sewer service to the Property is solely based upon permitted sewer flow, and not actual sewer flow. Additionally, the City's obligation to provide water and sewer service to the Property does not constitute a transfer or sale of the City's water or sewer treatment capacity to Developer. Developer shall have no ownership interest in the City's water or sewer treatment capacity, other than Developer's contract rights established herein, nor will Developer have any claim, interest or contract right to any remaining unused permitted water or sewer flow at the completion of the Developer's project, or any additional sewer flow resulting from the conversion of the permitted sewer flow to actual sewer flow. The Developer shall have the right to sell portions of the Property and to assign portions of the water and sewer treatment capacity granted hereunder along with such transfer of an interest in all or any portion of the Property, but no water or sewer treatment capacity granted hereunder may be transferred or assigned by Developer without a transfer of an interest in all or a portion of the Property.

2.3. The City shall allow for the connection of the Property Systems to the City Systems at the Connection Locations as identified below:

2.3.1 The Connection Location(s) for water shall be made utilizing the City's existing water main located at the northern terminus of Adell Lane, on Conner Grant Road, and

along Old Airport Road, as necessary to provide the required domestic and fire-flow supply to the Property.

2.3.2 The Connection Location for sewer shall be at the one of the City's existing sewer manhole located along Conner Grant Road, utilizing a standard gravity sewer service connection.

2.4. The City shall have no obligation to pay for, fund, or finance any portion of the construction of the Property Systems.

2.5. Upon completion of each phase of construction of the Property Systems, Developer shall provide an engineer's certification that such phase is completely constructed to plan specifications and ready for use. Subsequent thereto, the City shall accept and own the same as part of the City Water System or City Sewer System as the case may be, consistent with the rules and regulations established in the Chapter 74 entitled "Utilities" of the Code of Ordinances of the City of New Bern.

2.6. The City represents and warrants that it shall reserve and guarantee sufficient water and sewer collection and treatment capacity to fulfill its obligations established herein pursuant to the terms and conditions contained herein, SUBJECT ALWAYS to a force majeure, and the rights of the State of North Carolina, or any agency or department thereof, to restrict or preclude the City's ability to comply with its obligations hereunder. In the event of a force majeure, or any limitation or moratorium imposed on the City by the State of North Carolina or any agency or department thereof that limits or precludes the City's ability to comply with its obligations hereunder, the City shall use reasonable efforts and proceed in good faith to cure its inability to comply with the terms of this Agreement as promptly as reasonably possible.

2.7. The City reserves the right to require the Developer to increase the size and/or capacity of any component of the Property Systems, or any component required to connect the Property Systems to the City Systems, up until that date which is sixty (60) days from the execution of this Agreement. Should the City make such a request to the Developer pursuant to this Section 2.6, the Developer shall bid the construction for such work as the Developer originally proposed, AND as the City proposes. The City shall reimburse the Developer an amount equal to the City-required alternate bid less the Developer's original bid within thirty (30) days of the date of the City's acceptance of the work completed under such contract.

2.8. It is specifically understood and agreed between the Parties that every obligation assumed herein by the City is subject to the limitation "to the extent that it may legally do so."

**3. Developer Obligations**

3.1 Prior to performing any land disturbing activities on the Property, the Developer shall petition the Board of Alderman of the City of New for annexation of the Property. This action shall be performed by the Developer prior to obtaining a City of New Bern building permit and/or a City of New Bern sewer availability letter.

3.2. Developer shall construct the Property Systems, or cause the same to be constructed, at its sole expense. After the Property Systems or any phase thereof is certified completed and ready for use, Developer shall convey the same to the City, together with necessarily related real property, utility easements and related facilities as are required by the City Code, free and clear of liens or encumbrances of any nature.

3.3. Developer understands and agrees that all water and sewer users within the Property will pay user rates, user system development fees, user connection fees, and any other applicable fees and charges established in the City Code as are established and fixed from time to time by the Board of Aldermen. Developer further understands and agrees that all water and sewer users within the Property will become City water and sewer customers subject to all of the rules and regulations applicable to City water and sewer customers as the same are established and fixed from time to time by the Board of Alderman of the City.

3.4. Developer understands and agrees that the Property Sewer System must be designed, permitted as necessary, certified completed and ready for use within five (5) years of the effective date of the Agreement. The City shall extend the construction term for any remaining uncompleted phase of the Property Sewer System if (i) the Developer pays the sewer system development fees in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum sewer charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The sewer charges shall be the then existing fees as outlined in the sewer rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Sewer

System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDEQ sewer permit that expires. The intent and purpose of this Section 3.4 is to provide the Developer with an opportunity to pay the City sewer system development fees, or pay on a monthly basis for wastewater treatment flow system capacity that is required by this Section 3.4 but not yet constructed in order to avoid losing the City's commitment to provide sewer service to Property beyond the phases that are permitted and constructed.

3.5. Developer understands and agrees that the Property Water System must be designed, permitted as necessary, certified completed and ready for use within five (5) years of the effective date of the Agreement. The City shall extend the construction term for any remaining uncompleted phase of the Property Sewer System if (i) the Developer pays the water system development fees in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum water charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The water charges shall be the then existing fees as outlined in the water rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Water System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDEQ water permit that expires. The intent and purpose of this Section 3.5 is to provide the Developer with an opportunity to pay the City water system development fees, or pay on a monthly basis for water treatment system capacity that is required by this Section 3.5 but not yet constructed in order to avoid losing the City's commitment to provide sewer service to Property beyond the phases that are permitted and constructed.

#### 4. Miscellaneous

4.1. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they



deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.2. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

4.3. This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

4.4. This Agreement shall be governed in accordance with the laws of the State of North Carolina.

4.5. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

4.6. This Agreement may not be modified or amended except by subsequent written agreement authorized and executed by each party.

4.7. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

4.8. Developer may not assign this Agreement without the express written consent of the City. Notwithstanding anything to the contrary in the foregoing, the Developer may assign all or any portion of the sewer capacity allocation granted herein, along with a transfer of all or any portion of the Property, but not separate and apart from such a transfer, without the prior written consent of City.

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

**CITY OF NEW BERN**

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

**Hubrich Contracting, Inc.**

By:  \_\_\_\_\_  
Steve Hubrich, President

NORTH CAROLINA  
CRAVEN COUNTY

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

WITNESS my hand and notarial seal, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

NORTH CAROLINA  
CRAVEN COUNTY

This is to certify that on the \_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_ with whom I am personally acquainted, who, being by me duly sworn, says:

WITNESS my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

EXHIBIT A

**Craven County Tax Parcel: 7-103-089**

Lying and being situate in Craven County, North Carolina, and more particularly described as follows:

Being all of "TRACT 1" as the same is shown on the map dated March 27, 1996, prepared by Chet M. Suit, Professional Land Surveyor, and identified by the following legend: "RESURVEY FOR ERIKA SELHORN ESTATE". This map is of record in Plat Book-G, Page 5-H, Craven County Registry, and further reference is hereby made to this map for a more complete and accurate description of this property.





# Craven County GIS 1955 Old Airport Road

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on September 14, 2023 at 11:04:38 AM

1 inch = 380 feet





## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution to Sell 837 Pavie Avenue

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 5
<b>Department:</b> City Clerk	<b>Person Submitting Item:</b> Brenda Blanco
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	An initial bid of \$12,333 was received for the purchase of 837 Pavie Avenue. After receiving several upset bids, the final bid came in at \$18,000. The parcel includes a 1925 residential structural in need of rehabilitation on a 0.06-acre lot. It was acquired jointly by the City and County in 2019 through tax foreclosure.
<b>Actions Needed by Board:</b>	Consider adopting the resolution
<b>Backup Attached:</b>	Memo, resolution, offer to purchase, map and pictures of the property
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

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

**MEMO TO:** Mayor and Board of Aldermen  
**FROM:** Brenda Blanco, City Clerk  
**DATE:** September 15, 2023  
**SUBJECT:** Sale of 837 Pavie Avenue

After receiving an initial bid of \$12,333, the Board adopted a resolution on March 28, 2023 to initiate the upset bid process for 837 Pavie Avenue. Several upset bids were received with a final bid of \$18,000. The property includes a residential structural that was built in 1925 and needs rehabbing. It is situated on a 0.06-acre parcel. The City and County acquired the property in May of 2019 through tax foreclosure. If the sale is approved, the City will receive \$4,281.53 and the County \$8,051.47 from the proceeds.

/beb

## RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 837 Pavie Avenue, and being more particularly described herein; and

WHEREAS, the City owns a forty percent (40%) undivided interest in the subject property, and Craven County owns a sixty percent (60%) undivided interest; and

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

WHEREAS, the offer to purchase was in the sum of \$18,000.00 by The Third Property Development & Estate Investment Group LLC of 2205 Foxhorn Road, Trent Woods, North Carolina 28562; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for forty percent (40%) of the bid amount of \$18,000.00, and to convey its interest in said property by quitclaim deed.

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

Section 1. That the bid of The Third Property Development & Estate Investment Group LLC in the sum of \$18,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 837 Pavie Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.



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

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

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

Beginning at a point in the western line of Pavie Avenue, this point being located 156 feet measured S. 2° 00' W along the western line of Pavie Avenue from the southwest corner of the intersection of Pavie Avenue and Main Street. Thence from the beginning N. 71° 10' W 102 feet, thence S. 2° 00' W 22 feet, thence S. 53° 14' E 32 feet, thence S. 78° 50' E 72 feet to the western line of Pavie Avenue, thence N. 2° 00' E along the western line of Pavie Avenue 21.8 feet to the beginning.

Together with the right of ingress, egress and regress over the following described strip of land:

Beginning at the southeastern corner of the above described tract. Thence S. 2° 00' W along the line of Pavie Avenue 4 feet, thence N 78° 50' W 72 feet, thence N 2° 00' E 4 feet, thence S 78° 50' E 72 feet to the beginning.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 097

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

**Prepared by and return to:**

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

**PARCEL NO. 8-007-097  
REVENUE STAMPS: \$4.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 26<sup>th</sup> day of September, 2023, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“Grantors”); to THE THIRD PROPERTY DEVELOPMENT & ESTATE INVESTMENT GROUP LLC, whose mailing address is 2205 Foxhorn Road, Trenton Woods, North Carolina 28562, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

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

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:

\_\_\_\_\_



**CRAVEN COUNTY**

(SEAL)

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

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:  
\_\_\_\_\_

EXHIBIT A

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

Beginning at a point in the western line of Pavie Avenue, this point being located 156 feet measured S. 2° 00' W along the western line of Pavie Avenue from the southwest corner of the intersection of Pavie Avenue and Main Street. Thence from the beginning N. 71° 10' W 102 feet, thence S. 2° 00' W 22 feet, thence S. 53° 14' E 32 feet, thence S. 78° 50' E 72 feet to the western line of Pavie Avenue, thence N. 2° 00' E along the western line of Pavie Avenue 21.8 feet to the beginning.

Together with the right of ingress, egress and regress over the following described strip of land: Beginning at the southeastern corner of the above described tract. Thence S. 2° 00' W along the line of Pavie Avenue 4 feet, thence N 78° 50' W 72 feet, thence N 2° 00' E 4 feet, thence S 78° 50' E 72 feet to the beginning.

Subject to restrictive covenants and easements of record.  
Parcel Identification Number: 8 007 097

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

The Third Property Development & Estate Investment Group LLC, as Buyer, hereby offers to purchase and Craven County and the City of New Bern, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 837 Pavie Ave
Subdivision Name: Text
Tax Parcel ID No.: 8-007-097
Plat Reference:

Being all of that property more particularly described in Deed Book 3569, Page 0525 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 18,000 and shall be paid as follows:

- (a) \$ 900.00, EARNEST MONEY DEPOSIT with this offer by [x] cash [ ] bank check [ ] certified check to be held by Seller until the sale is closed...
(b) \$ 17,100, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property...

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials [Signature] Seller Initials



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

BUYER:

(If an individual)

\_\_\_\_\_ (SEAL)

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

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

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

\_\_\_\_\_

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

(If a business entity)

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

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

Date: 7/24/23 \_\_\_\_\_

Address: 2205 Kanharr Rd \_\_\_\_\_

Trent Woods, NC 28562 \_\_\_\_\_

Phone: 252-624-1600 \_\_\_\_\_

SELLER

CRAVEN COUNTY

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

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

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

CITY OF NEW BERN

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

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

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

Buyer Initials h l Seller Initials \_\_\_\_\_

837 Pavie Avenue





837 Pavie Avenue



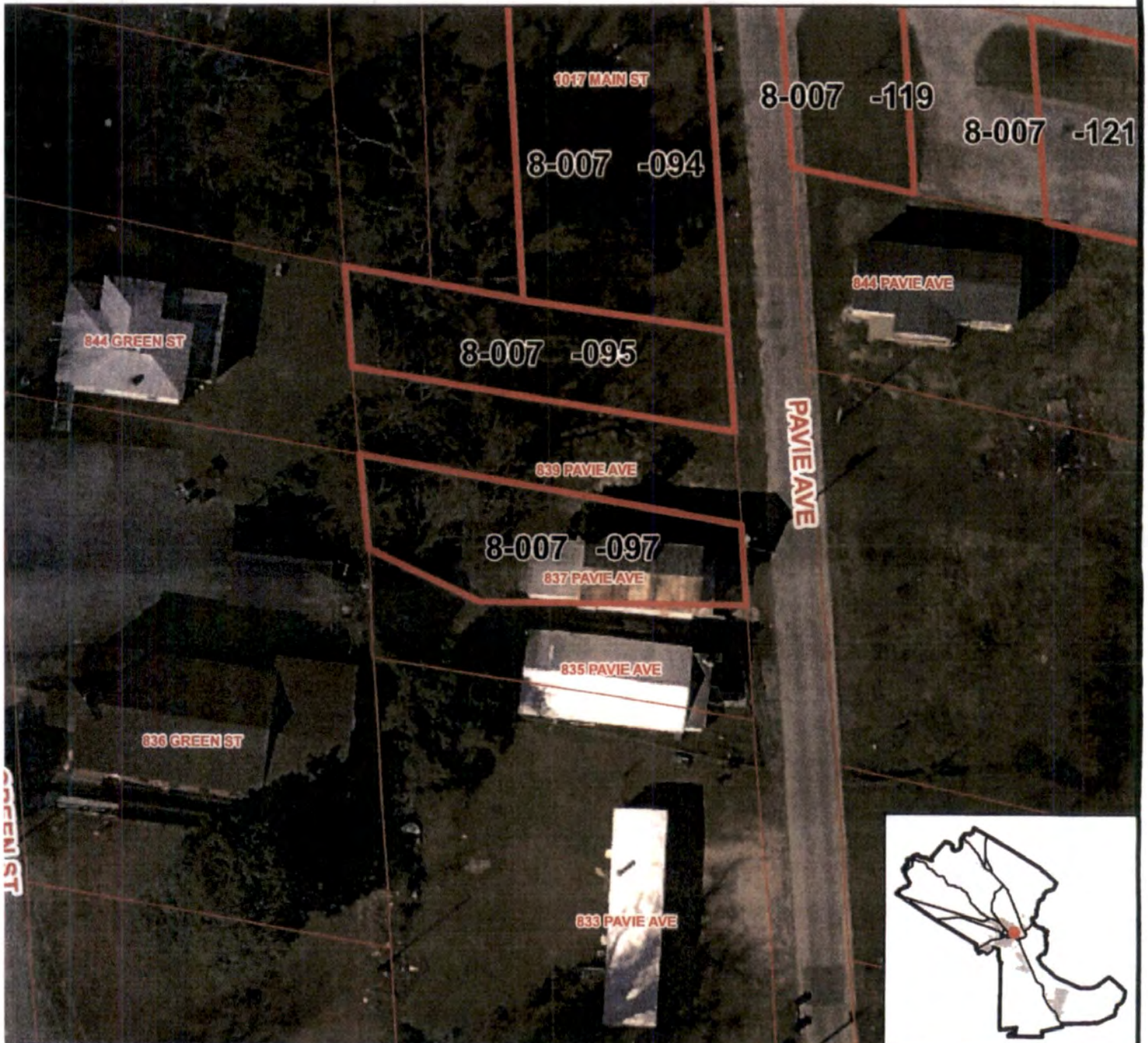


# Craven County, North Carolina County Property Available For Purchase

Parcel Id 8-007 -097

For additional information contact Gene Hodges, Assistant County Manager at (252) 636-6600

Owner ..... : CRAVEN COUNTY & NEW BERN-CITY OF  
Address ..... : 837 PAVIE AVE  
Lot Size ..... : 0.06 Acres  
Land Value ..... : \$4,000  
Improvement Value ... : \$20,580  
Total Assessed Value : \$24,580  
Description ..... : House on Pavie Ave  
County ..... : NEW BERN





DIVISION OF PROCEEDS

Property: 837 Pavie Avenue, PID: 8-007-097			
Offer Amount			\$ 12,333.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 12,333.00
County cost reimbursement		\$ 2,386.87	
City cost reimbursement		\$ 504.11	\$ 2,890.98
Remaining Balance			\$ 9,442.02
County Taxes at Foreclosure	\$ 1,864.67	59.994%	\$ 5,664.60
City Taxes/Priority Liens at Foreclosure	\$ 1,243.45	40.006%	\$ 3,777.42
Total Taxes	\$ 3,108.12		
County Total	\$ 8,051.47		
City Total	\$ 4,281.53		

## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 209 Bryan Street

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 2
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b> Zeb Hough
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> NA

<b>Explanation of Item:</b>	The Redevelopment Commission voted unanimously to accept Mr. Diggs's offer to purchase 209 Bryan Street, also identified as Craven County tax parcel number 8-011-177. Mr. Diggs has successfully completed the process of presentation, plan review, and upset bid. Deed restrictions will require Mr. Diggs to begin construction of a residential dwelling within 12 months of closing.
<b>Actions Needed by Board:</b>	Consider adopting a resolution approving the sale of the property.
<b>Backup Attached:</b>	Resolution, memo and deed
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**

**Aldermen**

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



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

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

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

**FROM:** Marvin Williams  
Assistant City Manager

**DATE:** September 26, 2023

**SUBJECT:** Approve the Redevelopment Commission's Sale of 209 Bryan St.

**Background Information**

Charles E. Diggs submitted an offer of \$5,650.00 for the purchase of 209 Bryan Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.106-acre residential lot owned by the Redevelopment Commission. The tax value of the property is \$10,000.

This conveyance is subject to certain restrictive covenant which would require Mr. Diggs' to begin constructing a residential dwelling on the property within 12 months of closing. He is eager to begin development in this neighborhood. Board of Aldermen approval is required before any closing documents can be executed.

## RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") has received an offer to purchase a parcel of property owned by the Commission located at 209 Bryan Street, New Bern, North Carolina and being more particularly described herein; and

WHEREAS, the Board of Aldermen must approve any sale of real property by the Commission pursuant to North Carolina General Statute §160A-514; and

WHEREAS, Charles E. Diggs, Jr. of 1910 Flatrock Street, Winston-Salem, North Carolina 27107 has offered to purchase the property for the sum of \$5,650.00; that no increased bids were received, and the Commission deemed it advisable and in furtherance of its redevelopment plan to sell the subject property to the successful bidder for the bid amount of \$5,650.00, subject to covenants, restrictions and conditions and to convey its interest in said property by quitclaim deed.

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

Section 1. That the sale of said parcel bearing the postal enumeration for the City of New Bern of 209 Bryan Street, and being more particularly described herein, to Charles E. Diggs, Jr. and Cecelia M. DiCarlo for the sum of \$5,650.00 be and the same is hereby approved, and the Chairman and Vice Chairman of the Redevelopment Commission of the City of New Bern be and they are hereby authorized to execute any required contracts, deeds, and other instruments and take all steps necessary to effectuate the sale of said property to the purchaser.

Section 2. That the conveyance of said property shall be subject to certain covenants, restrictions and conditions, a copy of which are attached hereto as Exhibit A and are incorporated herein by reference.



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

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:

Situate in No. 8 Township, Craven County, and known as that certain lot or parcel of land situate in the City of New Bern, known as No. 26 Bryant (Bryan) Street according to the postal enumeration of said City; and being Lot No. 32 as shown on the map of the Jones Subdivision, recorded in the office of the Register of Deeds of said County in Book 126, Page 501.

Subject to restrictive covenants and easements of record.  
Parcel Identification Number: 8 011 177

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

## EXHIBIT A

1. Construction of a residential dwelling shall begin within twelve (12) months of the closing date. The start of construction is defined as having a completed foundation of the home.
2. In the event that construction has not commenced within twelve (12) months of the closing date, title of the subject property shall revert back to the Redevelopment Commission, unless the Commission and the purchaser shall have agreed in writing on a later date on which the reversion should occur.
3. Any residential dwelling unit not occupied by the owner must be sold or rented to persons of low-to-moderate income.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Charles E Diggs, JR & Cecelia M. DiCarlo as Buyer, hereby offers to purchase and REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 209 Bryan Street  
Subdivision Name: JONES  
Tax Parcel ID No.: 8-011-177  
Plat Reference: Parcel Reference #21191

Being all of that property more particularly described in Deed Book 3544, Page 0743 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$5650.00 and shall be paid as follows:

- (a) \$ 650.00, EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$ 5000.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269 and § 160A-514. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

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

8. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by the City of New Bern's Board of Aldermen pursuant to G.S. §160A-514. The deed is to be made to

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

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

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

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

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

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

Buyer Initials CD cmd Seller Initials \_\_\_\_\_

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

BUYER:

(If an individual)

*Charles E. Diggs, Jr. & Cecelia M. DiCarlo* (SEAL)  
 Name: Charles E. Diggs, Jr. & Cecelia M. DiCarlo  
 Date: September 29, 2022  
 Address: 1910 Flatrock Street  
Winston-Salem, NC 27107  
 Phone: 980-833-9337

(If a business entity)

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

SELLER

REDEVELOPMENT COMMISSION  
 OF THE CITY OF NEW BERN

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

Buyer Initials cd cmd Seller Initials \_\_\_\_\_



# Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 10/10/2022 3:36:47 PM

**Parcel ID :** 8-011 -177  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** 209 BRYAN ST  
**Description :** 209 BRYANT ST; LOT 32 JONESS  
**Lot Description :**



**Subdivision :**

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**Assessed Acreage :** 0.106      **Calculated Acreage :** 0.110  
**Deed Reference :** 3544-0743      **Recorded Date :** 8 8 2018  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$7,500      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$7,500  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** RESIDENTIAL - ONE FAMILY UNIT

## Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/8/2018	GILL, CORRIS JOHNSON ET-AL	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$11,500
7/19/1963	WOODS, LEINSTER D SR	WOODS, MELISSA JOHNSON	STRAIGHT TRANSFER	\$0
7/19/1963	WOODS, MELISSA JOHNSON	WOODS, MELISSA JOHNSON HRS	STRAIGHT TRANSFER	\$0
7/19/1963	WOODS, MELISSA JOHNSON HRS	GILL, CORIS JOHNSON	STRAIGHT TRANSFER	\$0

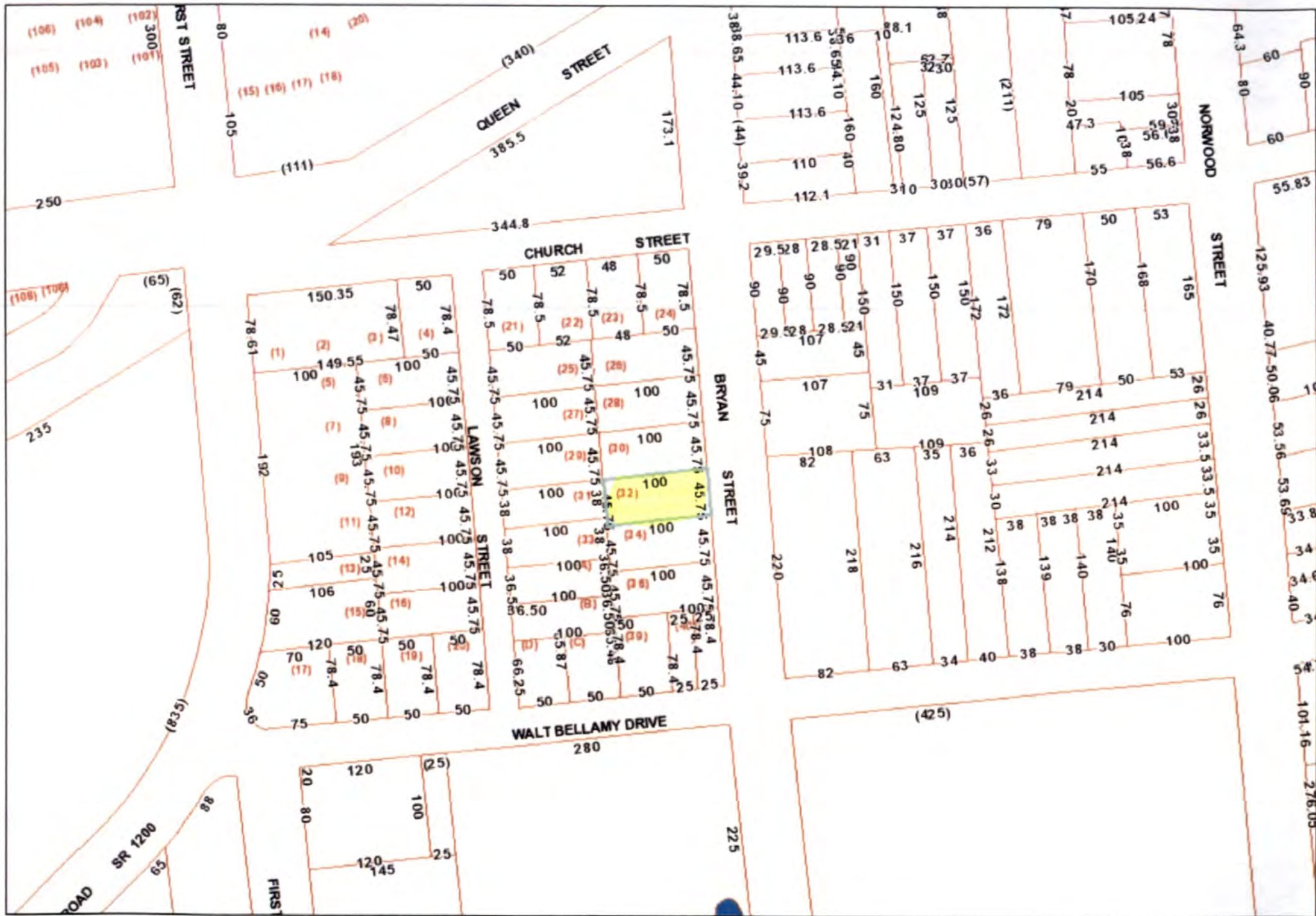
## List of Improvements to Site

No improvements listed for this parcel

209 Bryan Street







# Craven County GIS PID 8-011-177 209 Bryan St

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on October 10, 2022 at 3:37:48 PM

1 inch = 122 feet



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting a Resolution Approving the Redevelopment Commission's Sale of 821 West Street

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 2
<b>Department:</b> Redevelopment Commission	<b>Person Submitting Item:</b> Zeb Hough
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> NA

<b>Explanation of Item:</b>	The Redevelopment Commission voted unanimously to accept Mr. Diggs's offer to purchase 821 West Street, also identified as Craven County tax parcel number 8-007-225. Mr. Diggs has successfully completed the process of presentation, plan review, and upset bid. Deed restrictions will require Mr. Diggs to begin construction of a residential dwelling within 24 months of closing.
<b>Actions Needed by Board:</b>	Consider adopting a resolution approving the sale of the property.
<b>Backup Attached:</b>	Resolution, memo and deed
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**



Aldermen

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



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

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

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

**FROM:** Marvin Williams  
Assistant City Manager

**DATE:** September 26, 2023

**SUBJECT:** Approve the Redevelopment Commission's Sale of 821 West St.

**Background Information**

Charles E. Diggs submitted an offer of \$3,000.00 for the purchase of 821 West Street. The bid was advertised, but no upset bids were received. The property is a vacant 0.114-acre residential lot owned by the Redevelopment Commission. The tax value of the property is \$8,500.00.

This conveyance is subject to certain restrictive covenant which would require Mr. Diggs' to begin constructing a residential dwelling on the property within 24 months of closing. He is eager to begin development in this neighborhood. Board of Aldermen approval is required before any closing documents can be executed.

## RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") has received an offer to purchase a parcel of property owned by the Commission located at 821 West Street, New Bern, North Carolina and being more particularly described herein; and

WHEREAS, the Board of Aldermen must approve any sale of real property by the Commission pursuant to North Carolina General Statute §160A-514; and

WHEREAS, Charles E. Diggs, Jr. of 1910 Flatrock Street, Winston-Salem, North Carolina 27107 has offered to purchase the property for the sum of \$3,000.00; that no increased bids were received, and the Commission deemed it advisable and in furtherance of its redevelopment plan to sell the subject property to the successful bidder for the bid amount of \$3,000.00, subject to covenants, restrictions and conditions and to convey its interest in said property by quitclaim deed.

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

Section 1. That the sale of said parcel bearing the postal enumeration for the City of New Bern of 821 West Street, and being more particularly described herein, to Charles E. Diggs, Jr. and Cecelia M. DiCarlo for the sum of \$3,000.00 be and the same is hereby approved, and the Chairman and Vice Chairman of the Redevelopment Commission of the City of New Bern be and they are hereby authorized to execute any required contracts, deeds, and other instruments and take all steps necessary to effectuate the sale of said property to the purchaser.

Section 2. That the conveyance of said property shall be subject to certain covenants, restrictions and conditions, a copy of which are attached hereto as Exhibit A and are incorporated herein by reference.

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

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:

Bounded on the North by the lands owned by Mrs. Leinster Duffy; on the East by West Street; on the south by the lands of Charlie James and on the West by the lands owned by Mrs. Leinster Duffy, and being more fully described as follows: BEGINNING at a point on the eastern side of West Street, which is 150 feet Southwardly from the Southwest intersection of Main and West Streets, running thence S.  $2\frac{1}{2}^{\circ}$  E. 50 feet to a corner of the lot owned by Charlie James; thence N.  $78\frac{1}{2}^{\circ}$  W. 102 feet to a corner of the lot owned by Mrs. Leinster Duffy; thence N.  $2\frac{1}{2}^{\circ}$  W. parallel with West Street 50 feet to a corner of the land owned by Mrs. Leinster Duffy; thence S.  $78\frac{1}{2}^{\circ}$  E. 102 feet to the western margin of West Street, the point of BEGINNING. Being that certain lot or parcel of land conveyed to Lillie McCafferty no Lillie S. Skinner, by deed dated March 22, 1923, and recorded in the office of the Register of Deeds of Craven County in Book 239, page 215, and being that lot described in the map of B.M. Potter, C.E. which said map was made on the 14<sup>th</sup> day of February, 1934.

This property is commonly referred to by its tax parcel identification number which is 8-007-225.

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

## **EXHIBIT A**

1. Construction of a residential dwelling shall begin within twenty-four (24) months of the closing date. The start of construction is defined as having a completed foundation of the home.
2. In the event that construction has not commenced within twenty-four (24) months of the closing date, title of the subject property shall revert back to the Redevelopment Commission, unless the Commission and the purchaser shall have agreed in writing on a later date on which the reversion should occur.
3. Any residential dwelling unit not occupied by the owner must be sold or rented to persons of low-to-moderate income.



NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Charles E. Diago, Jr. + Cecilia M. DiCarlo, as Buyer, hereby offers to purchase and REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

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

Street Address: 821 WEST STREET

Subdivision Name:

Tax Parcel ID No.: 8-007-225

Plat Reference: Parcel Reference 20545

Being all of that property more particularly described in Deed Book 3575, Page 0571 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 3000.00 and shall be paid as follows:

(a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by [ ] cash [ ] bank check [ ] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2500.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

(e) This contract is subject to the provisions of G.S. §160A-269 and § 160A-514. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by the City of New Bern's Board of Aldermen pursuant to G.S. §160A-514. The deed is to be made to

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials CD CML Seller Initials

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

BUYER:

(If an individual)

*Charles E. Digg* & *Cecelia M. DiCarlo* (SEAL)  
 Name: Charles E. Digg & Cecelia M. DiCarlo  
 Date: September 29, 2022  
 Address: 1910 Flat Rock Street  
WINSTON-SALEM, NC 27107  
 Phone: 980-833-4337

(If a business entity)

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

SELLER

REDEVELOPMENT COMMISSION  
 OF THE CITY OF NEW BERN

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

(SEAL)

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

# Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 10/10/2022 3:32:55 PM

**Parcel ID :** 8-007 -225  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 821 WEST ST  
**Description :** 821 WEST\$  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 0.114      **Calculated Acreage :** 0.110  
**Deed Reference :** 3575-0571      **Recorded Date :** 6 27 2019  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$4,000      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$4,000  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** VACANT-RESIDENTIAL TRACT

## Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/27/2019	ELDER, ETHEAL	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$5,500
12/12/1990	BOONE, RAPHAEL O	ELDER, ETHEAL	NAME CHANGE	\$0

## List of Improvements to Site

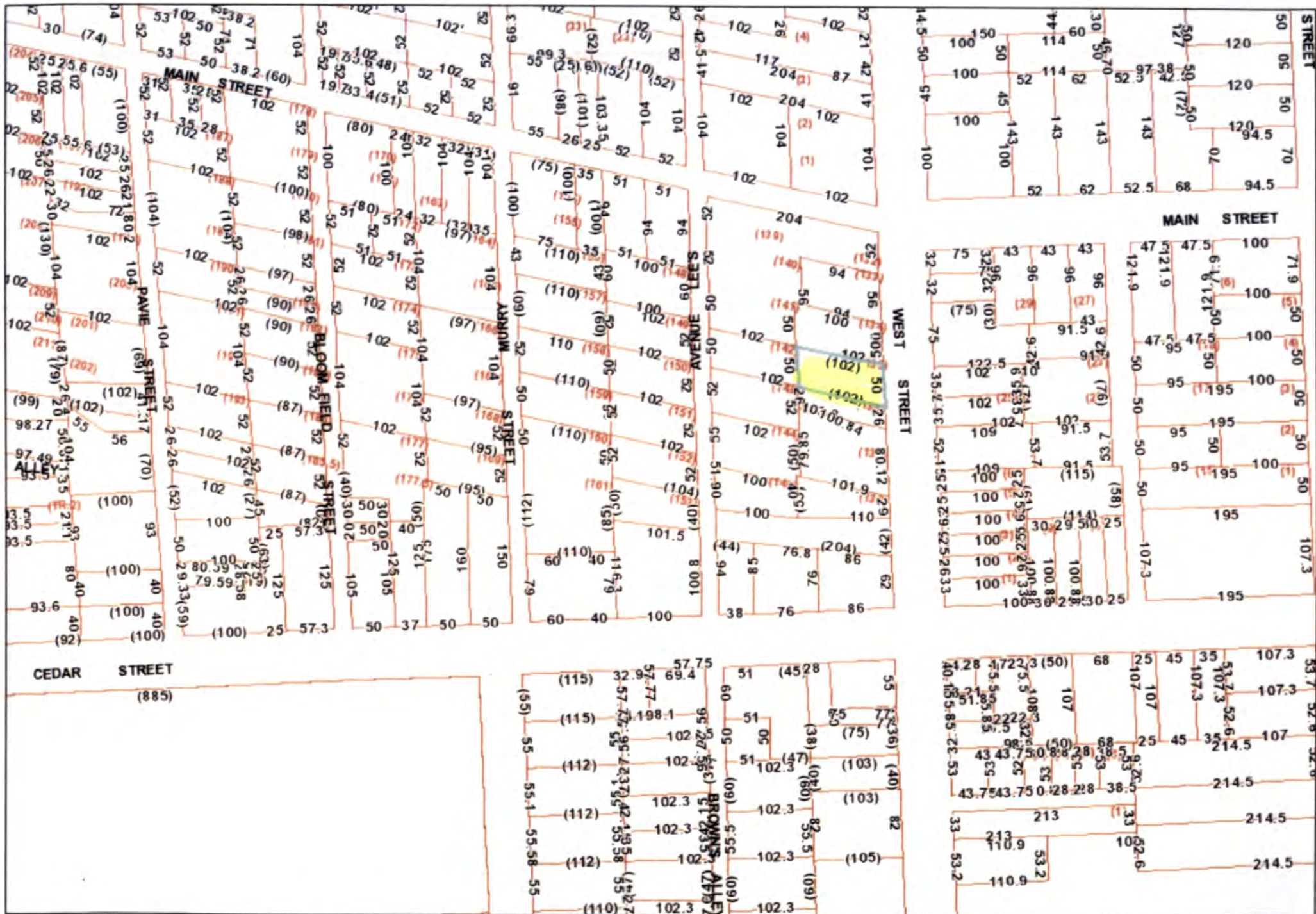
No improvements listed for this parcel



821 West Street



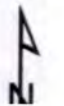




# Craven County GIS PID 8-007-225 821 West St

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on October 10, 2022 at 3:35:30 PM

1 inch = 146 feet



## AGENDA ITEM COVER SHEET

**Agenda Item Title:**

Consider Adopting an Ordinance for the Demolition of 1207 Garden Street.

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> Ward 2
<b>Department:</b> Development Services	<b>Person Submitting Item:</b> Patrick Ezel, Minimum Housing and Nuisance Supervisor
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b> N/A

<b>Explanation of Item:</b>	Staff is seeking approval of an Ordinance to demolish the structure located at 1207 Garden Street.
<b>Actions Needed by Board:</b>	Adopt Ordinance
<b>Backup Attached:</b>	Memo, Ordinance, Chronological Order of Events, Map
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Cost of Agenda Item:</b> \$4,081.00
<b>If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes:** The cost of this agenda item does not include cost of asbestos testing and abatement.





# NEW BERN

NORTH CAROLINA

Development Services

303 First Street, P.O. Box 1129

New Bern, NC 28563

(252)639-2942

## MEMORANDUM

**TO:** Mayor Jeffrey Odham, City of New Bern Board of Aldermen

**FROM:** Patrick Ezel, Minimum Housing and Nuisance Supervisor

**DATE:** September 26, 2023

**SUBJECT:** Consider Adopting an Ordinance for the Demolition of 1207 Garden Street.

---

Staff is seeking approval of an ordinance to demolish the structure located at 1207 Garden Street.

Staff sent the owner of record an initial minimum housing letter on November 22, 2022, stating that the dwelling located at 1207 Garden Street had deficiencies violating the City's Minimum Housing Code. Staff has attempted to contact the owners via email and phone and have been unable to continue communications. The father stated he would have the son contact staff; to date this has not happened.

Staff filed a complaint and notice of hearing on July 10, 2023, with a confirmed delivery confirmation. Neither of the defendants responded to the July 25, 2023, hearing.

On July 26, 2023, an Order of the Building Inspector (OBI) was served to the owners to bring the dwelling back into compliance with the minimum standards established by Chapter 38 of the Code with an expiration date of August 28, 2023. To date, there has been no further contact from the owners; no permits have been applied for; and the structure remains non-compliant.

The demolition estimate from Public Works is \$4,081.00 (not including asbestos testing and abatement). Utility termination has been completed.

A complete list of chronological events related to the property, as well as pictures are attached. Please contact Patrick Ezel at 639-2943 should you have questions or need additional information.

**Prepared by and return to:**

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

**AN ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNFIT FOR HUMAN HABITATION LOCATED AT 1207 GARDEN STREET IN THE CITY OF NEW BERN, NORTH CAROLINA**

THAT WHEREAS, the City of New Bern properly served Kevin R. Saunders and spouse, if any, and Nassar T. Mack and spouse, if any, (collectively “Owners”), on July 11, 2023, pursuant to Section 38-30 of the Code of Ordinances for the City of New Bern, complaining and alleging that the dwelling owned by Owners located at 1207 Garden Street in the City of New Bern, North Carolina (Craven County parcel identification number 8-013-149) is unfit for human habitation; and

WHEREAS, the Owner of the certain dwelling located at 1207 Garden Street in the City of New Bern, North Carolina (“Subject Property”) were ordered to remove or demolish the dwelling located on the Subject Property and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern by August 28, 2023; and

WHEREAS, the Owners have been given a reasonable opportunity to comply with the aforementioned Order of the Building Inspector; and

WHEREAS, the Owners have failed to remove or demolish the dwelling and clear the debris therefrom, or to repair, alter or improve said dwelling to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern, as directed in said Order.



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

Section 1. That the Building Inspector of the City of New Bern is ordered to remove or demolish the dwelling located on the Subject Property at 1207 Garden Street in the City of New Bern, North Carolina, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Section 2. That the Building Inspector of the City of New Bern is ordered to sell the materials of the dwelling that are salvageable and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited with the Clerk of Superior Court of Craven County, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Section 3. That this ordinance shall be in full force and effect from and after its adoption.

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2023.

---

JEFFREY T. ODHAM, MAYOR

---

BRENDA E. BLANCO, CITY CLERK

## EXHIBIT A

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

Lot numbers thirteen (13) and fourteen (14), Block "A" on Garden Street in the plan of that part of the city of New Bern, N. C., known and designated as "Hendersonville", as plotted and recorded in the public records in the Office of Register of Deeds for said Craven County, in Book No. 192 Folio 474. It being the same land conveyed by D. E. Henderson and Mattie J. Henderson, his wife to said J. L. Hahn, by deed bearing date of March 10, 1914, and recorded in said public records in Book No. 203 Folio 249, to all of which reference is hereby made for further description.

Being further the same tracts of land conveyed by J. L. Hahn and Jennie Hahn, his wife, to said Alex Gibbs, by deed dated April 24, 1920, and recorded in Book 231 Page 274 Craven County Registry.

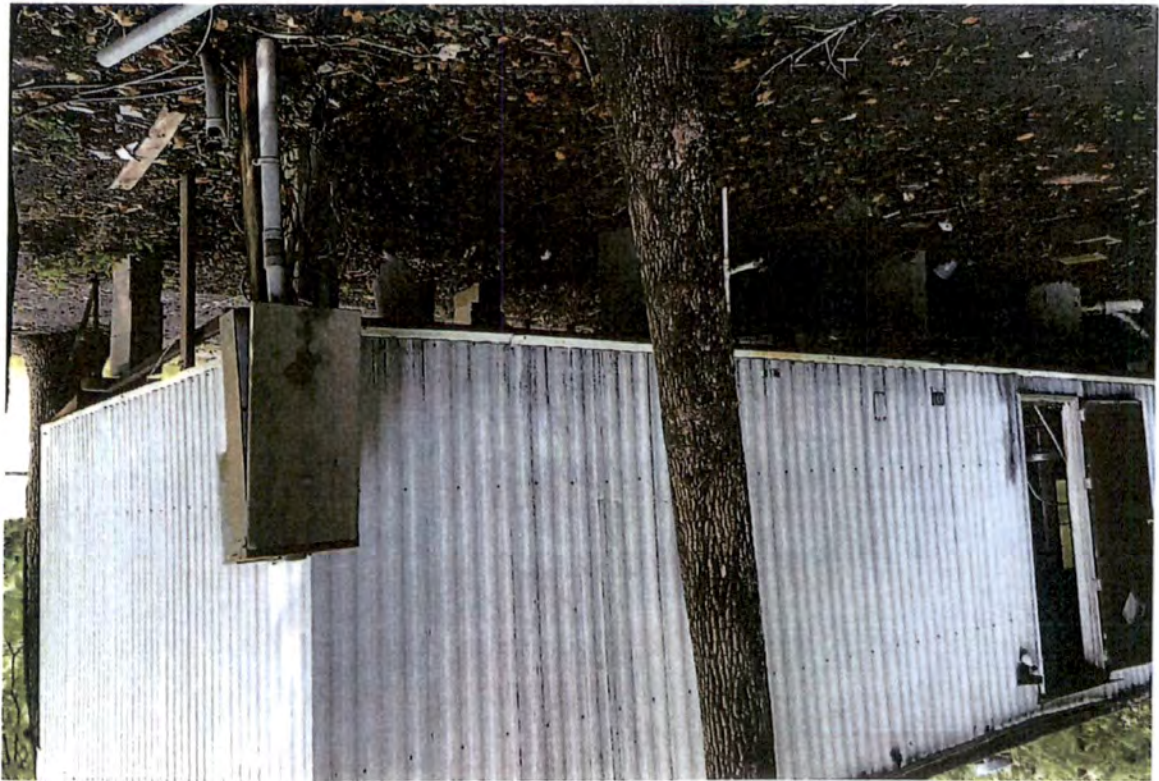
It being further the same tracts of land described in a deed recorded in Book 1301, Page 599 Craven County Registry to which reference is hereby made.







8-18-2023



8-18-2023

1207 Gordon St



1707 Gordon St



LEOL. 92.8



LEOL. 92.8





2006.5.6



2006.5.6

1207 Gordon St



1207 Garden St



8-28-2003

8-28-2003



STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

FILED

BEFORE THE BUILDING INSPECTOR  
OF THE CITY OF NEW BERN  
FILE NO. 23M226

CITY OF NEW BERN,

2023 JUL 10 A 8:15

Plaintiff  
CRAVEN CO., ) C.S.C.

v.

BY SM)

KEVIN SAUNDERS AND SPOUSE, IF  
ANY;  
NASSAR T. MACK AND SPOUSE, IF  
ANY

Defendants - Owners

COMPLAINT  
(RESIDENTIAL BUILDING OR  
STRUCTURE)  
(DWELLING UNFIT FOR HUMAN  
HABITATION)  
AND  
NOTICE OF HEARING/  
NOTICE OF LIS PENDENS

CRAVEN COUNTY AND CITY OF NEW  
BERN,

Lienholders

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. In accordance with North Carolina General Statutes Section 160A, Article 19, Part 6, and Chapter 38-29 of the Code of the City of New Bern ("Chapter 38"), the undersigned Building Inspector for the City of New Bern has done a preliminary investigation to determine if the dwelling identified herein has been properly maintained so that the safety or health of its occupants are not jeopardized for failure of the property to meet the minimum standards established by Chapter 38 and to determine if the dwelling identified is unfit for human habitation.

2. The preliminary investigation has disclosed that there is a basis for believing that the residential building or structure located at 1207 Garden Street, New Bern, North Carolina, which bears Craven County parcel identification number 8-013-149, is in violation of the minimum standards established by Chapter 38 and is unfit for human habitation as evidenced by the following:

a. The roof has not been properly maintained and portions of the ceiling show evidence of water damage allowing damage to the ceiling, ceiling joists, rafters, and wall structure.

b. The exterior of the structure has not been properly maintained resulting in peeling paint, rotting siding, water damage and holes in the exterior walls.

c. The interior finished floor, sub floor, and floor joist have not been properly maintained resulting in multiple holes, water damage, and signs of rot in sub floor and floor joist.



**RE: 1207 Garden St (Parcel ID # 8-013-149)**

d. The electrical system has not been properly maintained resulting in visible rust on circuit breaks, portions of the panel box, and signs of water damage to various electrical sockets.

e. The interior of the dwelling has not been properly maintained resulting in water damage and mold.

f. The dwelling does not have water and sewer.

g. The dwelling does not have smoke detectors.

h. The excessive and uncontrolled growth of grasses, weeds, underbrush, and other growths which may cause hazards which are determinantal to the public health and safety.

3. The structure is currently located in the AE flood zone with base flood elevation (BFE) of 9 foot, the panel number is 3720558000K.

4. Upon information and belief, Kevin R. Saunders and spouse, if any and Nassar T. Mack, are the owners of the single-wide manufactured home (personal property) placed on the real property located at 1207 Garden Street, New Bern, NC 28560.

5. A hearing will be held on the **25<sup>th</sup> Day of July, 2023, at 2:00 pm.** in the office of the City Building Inspector located at 303 First Street, New Bern, North Carolina.

6. You have the right to file an answer to this Complaint by writing to the Building Inspector of the City of New Bern, P.O. Box 1129, New Bern, NC 28563-1129.

7. You have the right to appear at the above-scheduled hearing, in person or otherwise, and give testimony.

8. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the City Building Inspector.

9. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter, improve, vacate, and close, or remove or demolish the structure or building and clear the debris therefrom, as appears appropriate. Failure to comply with an order of the Building Inspector will result in the assessment of the following civil penalties as required by Code Section 38-5 of the Code of Ordinances of the City of New Bern:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration;

**RE: 1207 Garden St (Parcel ID # 8-013-149)**

- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure to comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional thirty (30) days, or fraction thereof, for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 10<sup>th</sup> Day of July, 2023.

*Patrick J Ezel*

Patrick J Ezel  
Building Inspector  
Minimum Housing Officer  
City of New Bern  
(252) 639-2943

Fiketh 23/1226  
Hearing 7-25-20

RE: 1207 Garden St (Parcel ID # 8-013-149)

CERTIFICATE OF SERVICE

I hereby certify that on the 11<sup>th</sup> Day of July, 2023, I served a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Reg -  
cert - RT5  
Kevin R. Saunders  
8340 Taylor Rd.  
Riverdale, GA 30274

7022 2410 0002 6195 6007

Reg  
cert - RT5  
Nassar Mack  
1306 Mechanic St  
New Bern, NC 28560

7022 2410 0002 6195 6021

Reg  
Cert - 7-13-23  
Craven County c/o Arey W. Grady, III  
244-A Craven St  
New Bern, NC 28560

7022 2410 0002 6195 6045

Spouse of Kevin R. Saunders, if any <sup>Reg</sup>  
8340 Taylor Rd. <sub>cert - RT5</sub>  
Riverdale, GA 30274

7022 2410 0002 6195 6014

Souse of Nassar Mack, if any <sup>Reg</sup>  
1306 Mechanic St  
New Bern, NC 28560 <sub>cert - RT5</sub>

7022 2410 0002 6195 6038

**Patrick J Ezel**

Patrick J Ezel  
Building Inspector  
Minimum Housing Officer  
City of New Bern  
(252) 639-2943

**RE: 1207 Garden St (Parcel ID # 8-013-149)**

I further certify that on this 11<sup>th</sup> Day of July, 2023, I personally delivered a copy of the foregoing Complaint (Residential Building Or Structure) and Notice of Hearing/Notice of Lis Pendens to the following persons at the addresses indicated:

Foster Hughes, City Manager  
City of New Bern  
300 Pollock Street  
New Bern, NC 28560

*Patrick J. Ezel*

Patrick J. Ezel  
Building Inspector  
Minimum Housing Officer  
City of New Bern  
(252) 639-2943



FILED

NORTH CAROLINA

2023 JUL 26 P 12: 29

COUNTY OF CRAVEN

CRAVEN CO., C.S.C.

BY 

BEFORE THE BUILDING INSPECTOR  
OF THE CITY OF NEW BERN

File# **23 M 226**

ORDER OF THE

BUILDING INSPECTOR

OF THE CITY OF NEW BERN

CITY OF NEW BERN,

Plaintiff

v.

KEVIN R.. SAUNDERS AND SPOUSE, IF ANY;  
NASSAR T. MACK AND SPOUSE, IF ANY

Defendants - Owners

CRAVEN COUNTY AND CITY OF NEW BERN,  
Lienholders

**THIS MATTER** came on to be heard and was heard before the undersigned Building Inspector of the City of New Bern, at a hearing in the office of the Building Inspector of the City of New Bern on the 25<sup>th</sup> Day of July 2023; and

**UPON HEARING** evidence and testimony in this matter, the Building Inspector of the City of New Bern found the following facts:

1. Patrick J. Ezel, Building Inspector appeared on behalf of the City of New Bern. There where no other participants for this hearing.
2. The following were properly notified but not present: Kevin R. Saunders and spouse, if any; Nassar T. Mack and spouse, if any; Arey W Grady, III; and Foster Hughes.
3. Kevin R. Saunders and spouse, if any; Nassar T. Mack and spouse, if any, own the real property located at 1207 Garden Street, New Bern, North Carolina 28560, and further identified by Craven County Tax Identification number 8-013-149.

**RE: 1207 Garden Street (Parcel ID # 8-013-149)**

4 The dwelling located at 1207 Garden Street, New Bern, North Carolina does not meet the Minimum housing standard set forth in Chapter 38 of the City of New Bern's Ordinance due to deterioration and defects, increasing the hazard of fire, accidents, or other calamities outlined in the Complaint (Residential Building or Structure)(Dwelling Unfit for Human Habitation) and Notice of Hearing/Notice of Lis Pendens.

5. The dwelling is presently unoccupied.

6. It is the opinion of the Inspections Department of the City of New Bern that the dwelling cannot be repaired, altered, or improved to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern at a cost more than seventy-five (75%) percent of the value, and, therefore, it is a **dilapidated** dwelling as defined by Chapter 38 of the Code of the City of New Bern. As a result, thereof, no one shall reside in or occupy said dwelling.

7. The aforesaid dwelling must remain vacated, closed, secured and must be repaired, altered, improved **or** demolished/removed to comply with the minimum standards established by Chapter 38 of the Code of the City of New Bern.

8. The Subject dwelling requires work to be performed by subcontractors to bring it into compliance with the minimum standards established by Chapter 38 of the Code of the City of New Bern. All work such as electrical, plumbing, gas, heating and air conditioning must be performed by persons licensed by the State of North Carolina to perform such work and shall be inspected as required by law. Electrical service will only be provided with a temporary service pole or a generator with city noise restrictions applying.

**RE: 1207 Garden Street (Parcel ID # 8-013-149)**

9. The structure is currently located in the AE flood zone with base flood elevation (BFE) of 9 foot, the panel number is 3720558000K.

10. After finding the aforementioned facts, the Building Inspector ordered that the Owners shall:

a. Repair, alter, improve, or remove/demolish said dwelling to comply with the minimum standards, established by Chapter 38 of the Code of the City of New Bern no later than **August 28, 2023.**

b. Ensure all permits are obtained prior to work beginning.

c. Ensure that all electrical, plumbing, mechanical, and gas work is performed by persons licensed by the State of North Carolina to perform such work, and that all such work is inspected as required by law.

d. Ensure that lead paint, if any, on the exterior of said dwelling is abated in compliance with the regulations enforced by the Craven County Health Department.

e. Property and structure (s) to be brought into compliance with Article XVI of the Appendix A of the Land Use Ordinance of the City of New Bern, which is commonalty, called the Flood Plain Ordinance.

f. Shall be assessed a civil penalty as required by the City Code Section 38-5 as follows:

- The sum of \$500.00 for failure to comply with said order within thirty-one (31) days of its expiration:

**Re: 1207 Garden Street (Parcel ID # 8-013-149)**

- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with said order within sixty-one (61) days of its expiration;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure comply with said order within ninety-one (91) days of its expiration;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with said order within one hundred twenty-one (121) days of its expiration; and
- An additional sum of \$2,000.00 (\$5,000.00 plus \$2,000.00 per month) for each additional 30-days or fraction thereof for failure to comply with said order after one hundred twenty-one (121) days of its expiration.

This 26<sup>th</sup> Day of July 2023.

*Patrick J Ezel*

Patrick J Ezel  
Building Inspector  
Minimum Housing Officer  
City of New Bern  
252-639-2943



OBI  
Dil rem Vall  
exp. 5-28-2023  
File # 23-11226

Certificate of Service

Re: 1207 Garden Street (Parcel ID # 8-013-149)

I hereby certify that on the 28<sup>th</sup> Day of July 2023, I served a copy of the foregoing **Order of the Building Inspector** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested, and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Res  
Cert  
Kevin R. Saunders  
8340 Taylor Rd.  
Riverdale, GA 30274  
7022 2410 0002 6195 6137

Spouse of Kevin R. Saunders, if any  
8340 Taylor Rd.  
Riverdale, GA 30274  
7022 2410 0002 6195 6144

Res  
Cert del 8-2-2023  
Nassar Mack  
1306 Mechanic St  
New Bern, NC 28560  
7022 2410 0002 6195 6151

Souse of Nassar Mack, if any  
1306 Mechanic St  
New Bern, NC 28560  
7022 2410 0002 6195 6168

Res  
Cert del 8-2-2023  
Craven County c/o Arey W. Grady, III  
244-A Craven St  
New Bern, NC 28560  
7022 2410 0002 6195 6175

*Patrick J Ezel*

Patrick J Ezel  
Building Inspector  
Minimum Housing Officer  
City of New Bern  
252-639-2943

Certificate of Service

Re: 1207 Garden Street (Parcel ID # 8-013-149)

I further certify that on this the 28<sup>th</sup> Day of July 2023, I served a copy of the foregoing **Order of the Building Inspector** to the following persons at the addresses indicated:

Foster Hughes, City Manager  
City of New Bern  
300 Pollock Street  
New Bern, NC 28560

*Patrick J Ezel*

Patrick J Ezel  
Building Inspector  
Minimum Housing Officer  
City of New Bern  
252-639-2943



**MEMO:**

Date: 08/31/2023

TO: Kevin R Saunders and spouse if any, Nassar Mack and spouse if any, Arey W. Grady III, and Foster Hughes

FROM: Patrick J Ezel, Minimum Housing and Nuisance Abatement Supervisor

RE: **1207 Garden Street, Parcel ID # 8-013-149, File # 23-M-226**  
**Demolition Ordinance Request**

All,

The Order of the Building Inspector for the above property has expired. Per paragraph 9.a, you were ordered to repair, alter, improve, or remove/demolish said dwelling to comply with the minimum standards, established by Chapter 38 of the Code of the City of New Bern no later than August 28, 2023. Because this has not been completed by the ordered date, we are sending the Board of Aldermen a package to consider an ordinance of demolition on this property. This package will be presented to Board of Aldermen on September 26, 2023.

If there are any questions, please contact our office.

Respectfully Submitted,

*Patrick J Ezel*

Patrick J Ezel  
Minimum Housing and Nuisance Abatement Supervisor  
Building Inspector I  
City of New Bern  
252-639-2943

CERTIFICATE OF SERVICE

**RE: 1207 Garden Street, Parcel ID # 8-013-149, File # 23-M-226**

I hereby certify that on September 01, 2023 I served a copy of the foregoing **Memorandum of Demolition Ordinance Request** upon the following persons by depositing a true and correct copy thereof in an envelope with proper postage affixed thereto for mailing by certified mail, return receipt requested; and also by placing a true and correct copy thereof in another envelope with proper postage affixed thereto for mailing by regular first class mail, and depositing said envelopes in a regular depository for the United States mail at New Bern, North Carolina, addressed as follows:

Kevin R. Saunders 8340 Taylor Rd. Riverdale, GA 30274 7018 0680 0000 4122 1288	Spouse of Kevin R. Saunders, if any 8340 Taylor Rd. Riverdale, GA 30274
Nassar Mack 1306 Mechanic St New Bern, NC 28560 7018 0680 0000 4122 1295	Souse of Nassar Mack, if any 1306 Mechanic St New Bern, NC 28560
Craven County c/o Arey W. Grady, III 244-A Craven St New Bern, NC 28560 7018 0680 0000 4122 1301	

I further certify that on this the September 01, 2023, I served a copy of the foregoing **Memorandum of Demolition Ordinance Request** to the following persons at the addresses indicated:

Foster Hughes, City Manager  
City of New Bern  
300 Pollock Street  
New Bern, NC 28560

*Patrick J Ezel*

Patrick J Ezel  
Minimum Housing and Nuisance Abatement Supervisor  
Building Inspector I  
City of New Bern  
252-639-2943





PA	OW	Ma	Ad	Pr	Su	De	Pr	De	As	Ac	De	La	To	Im	To	Va	To	Li	Nu	Im	Ch	Dr	Sp	Cra	Shc
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

Consider Adopting an Ordinance to Amend Division 3. "Off Street Parking" of Article VI, Chapter 70.

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b> 1
<b>Department:</b> Administration	<b>Person Submitting Item:</b> Foster Hughes, City Manager
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Updates to the ordinance include renaming the Pollock Street lot, located near the intersection of Pollock and Fleet Street to Brown Bear lot and establish Use of daily pay-by-plate lots for pay as you go parking in the Pollock Street lot across from City Hall.
<b>Actions Needed by Board:</b>	Adopt the revised parking ordinance
<b>Backup Attached:</b>	Memo, Resolution, Signage example
<b>Is item time sensitive?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

**Additional Notes:**



**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:** Mayor and Board of Aldermen  
**From:** Foster Hughes, City Manager  
**Date:** September 20, 2023  
**Subject:** Consider Adopting an Ordinance to Amend Division 3. "Off Street Parking" of Article VI, Chapter 70

**Background Information:**

During the January 24, 2023 Board Meeting, there was a discussion on converting the Pollock Street parking lot from leased spaces to Pay to park. Discussion included implementing a parking app that would be used to pay for parking in this lot.

With the City Hall Elevator and window reglazing project coming to an end, the back parking lot will again be available for city staff to use. This allows us to proceed with implementing the mobile app to offer pay to park parking in the Pollock Street lot.

The ordinance will establish use of daily pay-by-plate lots for pay as you go parking. Citizens and visitors who choose to use the Pollock Street lot will be charged \$1.00 per hour plus a transaction fee of .45 cents per transaction. Pay options will include using the app, scan a QR code, text, and call.

The ordinance update also includes renaming the Pollock Street lot, located near the intersection of Pollock and Fleet Street to Brown Bear lot.

**Recommendation:**

Adopt the ordinance.

**AN ORDINANCE TO AMEND DIVISION 3. "OFF-STREET PARKING" OF ARTICLE VI. "STOPPING, STANDING AND PARKING" OF CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revisions to Division 3. "Off-street Parking" of Article VI. "Stopping, Standing and Parking" of Chapter 70 "Traffic and Vehicles" 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 Division 3. "Off-street Parking" of Article VI. "Stopping, Standing and Parking" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinance of the City of New Bern be and the same is hereby deleted in its entirety, and the following inserting in its stead:

"DIVISION 3. OFF-STREET PARKING

**Sec. 70-271. Purpose of division.**

(a) It is the purpose of this division to regulate parking in the off-street parking lots which are owned, or controlled, and operated by the city, which consist of the following municipal parking lots:

(1) *Free daily parking lots:*

- a. Red Bear parking lot located at the south end of Craven Street, and identified by Craven County tax parcel identification number 8-001-D-126.
- b. Gold Bear parking lot located at the farmer's market at the intersection of South Front Street and Hancock Street, and identified by Craven County tax parcel identification number 8-001 -D-031.
- c. Black Bear parking lot located at the intersection of New Street and Hancock Street, and identified by Craven County tax parcel identification number 8-002-D-071.
- d. Brown Bear lot located near the intersection of Pollock Street and Fleet Street, and identified by Craven County tax parcel identification number 8-008-202. The Brown Bear lot fronts on Pollock Street to a depth of approximately 200 feet.



*(2) Lease parking lots:*

- a. Craven Street parking lot located on the west side of Craven Street between Pollock Street and South Front Street, and identified by Craven County tax parcel identification number 8-001-C-096.
- b. Hancock Street parking lot located on the east side of Hancock Street between Pollock Street and Broad Street, and identified by Craven County, tax parcel identification numbers 8-002-C-070, 8-002-C-3000, 8-002-C-142, 8-002C-056-002-C-4000, and 8-002-C-055.

*(3) Daily pay-by-plate lots:*

- a. Pollock Street parking lot located at the corner of Pollock Street and Craven Street, and identified by Craven County tax parcel identification number 8-002-A-220.

(b) Except as otherwise provided in this division, municipal parking lots shall only be used for parking vehicles licensed for operation on public streets that may be safely parked within the marked parking spaces, and shall not be used for camping, or the storage of boats or trailers of any kind. It shall be unlawful for any person to leave a vehicle unattended in a municipal parking lot that is not fully located within the boundaries of a marked parking space.

(c) Failure to comply with the parking provisions set forth in sections 70-272, 70-273, and 70-274 is unlawful, and shall subject the offender to the penalties set forth in section 70-275.

**Sec. 70-272. Use of free daily parking lots.**

- (a) The Red Bear parking lot shall be made available to the public free of charge, provided that no parking shall be permitted Sunday through Thursday between the hours of 3:00 a.m. and 6:00 a.m.
- (b) The Gold Bear parking lot shall be made available to the public free of charge, provided that no parking shall be permitted between 3:00 a.m. and 6:00 a.m., and Saturdays between the hours of 6:00 a.m. and 2:30 p.m.
- (c) The Black Bear parking lot shall be made available to the public free of charge each day.
- (d) The Brown Bear parking lot shall be made available to the public free of charge each day. The Brown Bear parking lot shall revert to private use as determined in the sole discretion of the board of aldermen.
- (e) The city manager, in their discretion, may temporarily alter or suspend the normal hours of operation of the free daily parking lots to accommodate public events and public construction projects.

**Sec. 70-273. Use of lease parking lots; marking of leased spaces.**

- (a) Parking spaces in the lease parking lots may be leased by members of the public under such terms and conditions as may be established from time to time by the board of aldermen. The city manager or their designee is authorized to lease parking spaces for a term of one year or less. Each lease parking lot shall have a sign erected and prominently displayed at the entrance thereof no smaller than 24 inches by 24 inches, which states that "Marked leased spaces may be occupied by the lessee thereof or his designee only" and that "Any motor vehicle improperly parked in a leased space may be towed at the owner's expense as permitted by G.S. 20-219.2. Violators subject to civil penalty of \$25.00." Additionally, the city manager or their designee shall issue a parking permit to each leasee of a parking space which shall be placed on the front mirror of leasee's vehicle while parked in a leased space. Vehicles failing to display a parking permit shall be subject to a civil penalty as provided in section 70-274.
- (b) Designated areas in the lease parking lots may also be leased by members of the public for the location of commercial trash dumpsters under such terms and conditions as may be established from time to time by the board of aldermen. The city manager or their designee is authorized to lease commercial trash dumpster space for a term of one year or less.
- (c) To the extent that it does not interfere with existing parking space leases for daytime use, the city manager, in their discretion, may allow for the use of all or any portion of a lease parking lot for a public purpose, or allow for short-term leases to members of the public who own real property adjoining a lease parking lot.

**Sec. 70-274. Use of daily pay-by-plate lots.**

- (a) *Installation.* The city manager or his designee shall cause a pay-by-plate mobile app system to be installed to serve the Pollock Street parking lot where parking is paid by vehicle license plate number. Signage shall be placed in such a location so as to provide reasonable accessibility to persons parking in the Pollock Street parking lot, and shall indicate applicable time limitations, paid parking rates, and instructions regarding the use of the mobile app.
- (b) *Hours of operation.* The pay-by-plate system installed to serve the Pollock Street parking lot shall be in operation twenty-four (24) hours every day, except Sundays ("regulated parking hours"). It shall be unlawful to park in the Pollock Street parking lot during regulated parking hours without paying the applicable fee for parking.
- (c) *Parking fees.* Parking fees for use of the Pollock Street parking lot shall be set forth in the city's schedule of charges and fees.
- (d) *License plate visible.* It shall be unlawful for any person to park a vehicle not having a state license plate visible from outside the vehicle within the Pollock Street parking lot.

- (e) *Time limits.* Where a time limit is imposed, the time limit shall refer to consecutive units of time. By way of example, if time is limited to four (4) hours, the time limit shall mean four (4) consecutive hours.
- (f) *No refunds.* No refunds shall be paid by the city where an owner or operator moves a vehicle out of a paid or metered parking zone prior to the expiration of the parking time that would have been allowed based on the parking fees paid.
- (g) The city manager, in their discretion, may temporarily alter or suspend the normal hours of operation of pay-by-plate parking lots to accommodate public events and public construction projects.

**Sec. 70-275. Penalty for violation of certain provisions.**

- (a) All offenses set out in division 3 of article IV shall be punished as civil offenses pursuant to G.S. 160A-175. Violations shall not be misdemeanors or infractions pursuant to G.S. 14-4.
- (b) *Notice to be affixed.* Whenever a member of the police department of the city or other person charged by ordinance with the enforcement of the provisions of this ~~division~~ chapter regulating the parking of vehicles shall find that any of those provisions are being, or have been, violated by the owner or operator of any vehicle, such officer or person shall notify the owner or operator of the vehicle of the violation by either (i) personally delivering a parking violation notice to the owner or operator of the vehicle; or (ii) conspicuously attaching to the vehicle a parking violation notice or citation in such form as the chief of police may direct.
- (c) *Parking violation notice; contents.* Such parking violation notice or citation shall, among other things, (i) state upon its face the amount of the penalty for the specific violation if the penalty is paid within 30 days from and after the violation; (ii) notify the offender that a failure to pay the penalty within 30 days from the violation shall subject the offender to an additional late penalty in the amount of \$25.00; (iii) notify the offender that a failure to pay the penalty within the prescribed time shall subject the offender to a civil action in the nature of debt for the stated penalty plus an additional penalty in the amount of \$95.00, together with the cost of the action to be taxed by the court; (iv) further provide that the offender may answer the city parking citation by mailing or delivering the citation and the stated penalty to the address specified on the citation, and that upon payment, the case or claim and right of action by the city will be deemed compromised and settled; (v) that the penalty must be either paid or the failure to pay must be cleared within 30 days of the issuance of the citation. The notice shall further state that if the parking violation citation is not cleared within 30 days, court action by the filing of a civil complaint for collection of the penalty may be taken. As used upon the parking violation citation, the word "cleared" shall mean either (i) payment, (ii) arrangement for payment to be made, or (iii) a prima facie showing that the parking citation was received as a result of mistake, inadvertence or excusable neglect by the person issuing the citation as determined by the administrative appeal process established in subsection (d).

- (d) *Settlement of claim.* The chief of police or their designee is authorized to accept final settlement of the claim or claims, right or rights of action which the city may have to enforce such penalty by civil action in the nature of debt. Acceptance of a penalty shall be deemed a full and final release of any and all claims, or right of action arising out of contended violations. The chief of police is further authorized: (1) to establish a procedure to allow persons who receive citations for violations of city parking regulations to file administrative appeals; and (2) to set deadlines for the filing of such appeals. Any such procedure shall allow a minimum of 20 days to file an appeal from the date of the parking citation.
- (e) *Penalties.* Any person who shall violate or allow or permit anyone to violate any of the provisions of this division shall pay a civil penalty of \$25.00
- (f) *Additional penalties.* Any civil penalty for a violation that is not paid within 30 days shall accrue an additional late penalty of \$25.00 for a total civil penalty of \$50.00. If civil action is instituted to collect a civil penalty, an additional penalty in the amount of \$95.00 shall be imposed, together with the cost of the action to be taxed by the court.
- (g) *Towing.* In addition to the other provisions of this division, in all cases in which a vehicle is parked on any municipal parking lot in violation of this division, such vehicle may be towed away from such municipal parking lot and stored in such place as may be designated by the police. If it becomes necessary to have such vehicle towed away and stored, the charges for towing and storage shall be paid by the owner or other person responsible for such vehicle.

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

ADOPTED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK



**AN ORDINANCE TO AMEND DIVISION 3. "OFF-STREET PARKING" OF ARTICLE VI. "STOPPING, STANDING AND PARKING" OF CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN**

THAT WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revisions to Division 3. "Off-street Parking" of Article VI. "Stopping, Standing and Parking" of Chapter 70 "Traffic and Vehicles" 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 Division 3. "Off-street Parking" of Article VI. "Stopping, Standing and Parking" of Chapter 70 "Traffic and Vehicles" of the Code of Ordinance of the City of New Bern be and the same is hereby deleted in its entirety and inserting in its stead the following:

"DIVISION 3. OFF-STREET PARKING

**Sec. 70-271. Purpose of division.**

(a) It is the purpose of this division to regulate parking in the off-street parking lots which are owned, or controlled, and operated by the city, which consist of the following municipal parking lots:

(1) *Free daily parking lots:*

- a. Red Bear parking lot located at the south end of Craven Street, and identified by Craven County tax parcel identification number 8-001-D-126.
- b. Gold Bear parking lot located at the farmer's market at the intersection of South Front Street and Hancock Street, and identified by Craven County tax parcel identification number 8-001 -D-031.
- c. Black Bear parking lot located at the intersection of New Street and Hancock Street, and identified by Craven County tax parcel identification number 8-002-D-071.
- d. ~~Brown Bear Pollock Street~~ lot located near the intersection of Pollock Street and Fleet Street, and identified by Craven County tax parcel identification number 8-008-202. The ~~Brown Bear Pollock Street~~ lot fronts on Pollock Street to a depth of approximately 200 feet.

(2) *Lease parking lots:*

- a. ~~Pollock Street parking lot located at the corner of Pollock Street and Craven Street, and identified by Craven County tax parcel identification number 8-002-A-220.~~

ab. Craven Street parking lot located on the west side of Craven Street between Pollock Street and South Front Street, and identified by Craven County tax parcel identification number 8-001-C-096.

be. Hancock Street parking lot located on the east side of Hancock Street between Pollock Street and Broad Street, and identified by Craven County, tax parcel identification numbers 8-002-C-070, 8-002-C-3000, 8-002-C-142, 8-002C-056-002-C-4000, and 8-002-C-055.

*(3) Daily pay-by-plate lots:*

a. Pollock Street parking lot located at the corner of Pollock Street and Craven Street, and identified by Craven County tax parcel identification number 8-002-A-220.

(b) Except as otherwise provided in this division, municipal parking lots shall only be used for parking vehicles licensed for operation on public streets that may be safely parked within the marked parking spaces, and shall not be used for camping, or the storage of boats or trailers of any kind. It shall be unlawful for any person to leave a vehicle unattended in a municipal parking lot that is not fully located within the boundaries of a marked parking space.

(c) Failure to comply with the parking provisions set forth in sections 70-272, 70-273, and 70-274 is unlawful, and shall subject the offender to the penalties set forth in section 70-275.

**Sec. 70-~~272~~~~273~~. Use of free daily parking lots.**

- (a) The Red Bear parking lot shall be made available to the public free of charge, provided that no parking shall be permitted Sunday through Thursday between the hours of 3:00 a.m. and 6:00 a.m.
- (b) The Gold Bear parking lot shall be made available to the public free of charge, provided that no parking shall be permitted between 3:00 a.m. and 6:00 a.m., and Saturdays between the hours of 6:00 a.m. and 2:30 p.m.
- (c) The Black Bear parking lot shall be made available to the public free of charge each day.
- (d) The Brown Bear Pollock Street parking lot shall be made available to the public free of charge each day. The Brown Bear Pollock Street parking lot shall revert to private use as determined in the sole discretion of the board of aldermen.
- (e) The city manager, in their discretion, may temporarily alter or suspend the normal hours of operation of the free daily parking lots to accommodate public events and public construction projects.



**Sec. 70-273272. Leasing of parking spaces Use of lease parking lots; marking of leased spaces.**

- (a) Parking spaces in the lease parking lots may be leased by members of the public under such terms and conditions as may be established from time to time by the board of aldermen. The city manager or their designee is authorized to lease parking spaces for a term of one year or less. Each lease parking lot shall have a sign erected and prominently displayed at the entrance thereof no smaller than 24 inches by 24 inches, which states that "Marked leased spaces may be occupied by the lessee thereof or his designee only" and that "Any motor vehicle improperly parked in a leased space may be towed at the owner's expense as permitted by G.S. 20-219.2. Violators subject to civil penalty of \$25.00." Additionally, the city manager or their designee shall issue a parking permit to each leasee of a parking space which shall be placed on the front mirror of leasee's vehicle while parked in a leased space. Vehicles failing to display a parking permit shall be subject to a civil penalty as provided in section 70-274.
- (b) Designated areas in the lease parking lots may also be leased by members of the public for the location of commercial trash dumpsters under such terms and conditions as may be established from time to time by the board of aldermen. The city manager or their designee is authorized to lease commercial trash dumpster space for a term of one year or less.
- (c) To the extent that it does not interfere with existing parking space leases for daytime use, the city manager, in their discretion, may allow for the use of all or any portion of a lease parking lot for a public purpose, or allow for short-term leases to members of the public who own real property adjoining a lease parking lot.

**Sec. 70-274. Use of daily pay-by-plate lots.**

- (a) Installation. The city manager or his designee shall cause a pay-by-plate mobile app system to be installed to serve the Pollock Street parking lot where parking is paid by vehicle license plate number. Signage shall be placed in such a location so as to provide reasonable accessibility to persons parking in the Pollock Street parking lot, and shall indicate applicable time limitations, paid parking rates, and instructions regarding the use of the mobile app.
- (b) Hours of operation. The pay-by-plate system installed to serve the Pollock Street parking lot shall be in operation twenty-four (24) hours every day, except Sundays ("regulated parking hours"). It shall be unlawful to park in the Pollock Street parking lot during regulated parking hours without paying the applicable fee for parking.
- (c) Parking fees. Parking fees for use of the Pollock Street parking lot shall be set forth in the city's schedule of charges and fees.
- (d) License plate visible. It shall be unlawful for any person to park a vehicle not having a state license plate visible from outside the vehicle within the Pollock Street parking lot.



- (e) Time limits. Where a time limit is imposed, the time limit shall refer to consecutive units of time. By way of example, if time is limited to four (4) hours, the time limit shall mean four (4) consecutive hours.
- (f) No refunds. No refunds shall be paid by the city where an owner or operator moves a vehicle out of a paid or metered parking zone prior to the expiration of the parking time that would have been allowed based on the parking fees paid.
- (g) The city manager, in their discretion, may temporarily alter or suspend the normal hours of operation of pay-by-plate parking lots to accommodate public events and public construction projects.

**Sec. 70-275274. Penalty for violation of certain provisions.**

- (a) All offenses set out in division 3 of article IV shall be punished as civil offenses pursuant to G.S. 160A-175. Violations shall not be misdemeanors or infractions pursuant to G.S. 14-4.
- (b) *Notice to be affixed.* Whenever a member of the police department of the city or other person charged by ordinance with the enforcement of the provisions of this ~~division chapter~~ regulating the parking of vehicles shall find that any of those provisions are being, or have been, violated by the owner or operator of any vehicle, such officer or person shall notify the owner or operator of the vehicle of the violation by either (i) personally delivering a parking violation notice to the owner or operator of the vehicle; or (ii) conspicuously attaching to the vehicle a parking violation notice or citation in such form as the chief of police may direct.
- (c) *Parking violation notice; contents.* Such parking violation notice or citation shall, among other things, (i) state upon its face the amount of the penalty for the specific violation if the penalty is paid within 30 days from and after the violation; (ii) notify the offender that a failure to pay the penalty within 30 days from the violation shall subject the offender to an additional late penalty in the amount of \$25.00; (iii) notify the offender that a failure to pay the penalty within the prescribed time shall subject the offender to a civil action in the nature of debt for the stated penalty plus an additional penalty in the amount of \$95.00, together with the cost of the action to be taxed by the court; (iv) further provide that the offender may answer the city parking citation by mailing or delivering the citation and the stated penalty to the address specified on the citation, and that upon payment, the case or claim and right of action by the city will be deemed compromised and settled; (v) that the penalty must be either paid or the failure to pay must be cleared within 30 days of the issuance of the citation. The notice shall further state that if the parking violation citation is not cleared within 30 days, court action by the filing of a civil complaint for collection of the penalty may be taken. As used upon the parking violation citation, the word "cleared" shall mean either (i) payment, (ii) arrangement for payment to be made, or (iii) a prima facie showing that the parking citation was received as a result of mistake, inadvertence or excusable neglect by the person issuing the citation as determined by the administrative appeal process established in subsection (d).



- (d) *Settlement of claim.* The chief of police or their designee is authorized to accept final settlement of the claim or claims, right or rights of action which the city may have to enforce such penalty by civil action in the nature of debt. Acceptance of a penalty shall be deemed a full and final release of any and all claims, or right of action arising out of contended violations. The chief of police is further authorized: (1) to establish a procedure to allow persons who receive citations for violations of city parking regulations to file administrative appeals; and (2) to set deadlines for the filing of such appeals. Any such procedure shall allow a minimum of 20 days to file an appeal from the date of the parking citation.
- (e) *Penalties.* Any person who shall violate or allow or permit anyone to violate any of the provisions of this division ~~and sections 70-272 and 70-273~~ shall pay a civil penalty of \$25.00
- (f) *Additional penalties.* Any civil penalty for a violation that is not paid within 30 days shall accrue an additional late penalty of \$25.00 for a total civil penalty of \$50.00. If civil action is instituted to collect a civil penalty, an additional penalty in the amount of \$95.00 shall be imposed, together with the cost of the action to be taxed by the court.
- (g) *Towing.* In addition to the other provisions of this division, in all cases in which a vehicle is parked on any municipal parking lot in violation of this division, such vehicle may be towed away from such municipal parking lot and stored in such place as may be designated by the police. If it becomes necessary to have such vehicle towed away and stored, the charges for towing and storage shall be paid by the owner or other person responsible for such vehicle.

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

ADOPTED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2023.

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JEFFREY T. ODHAM, MAYOR

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BRENDA E. BLANCO, CITY CLERK

zone #

**23456**

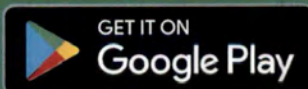
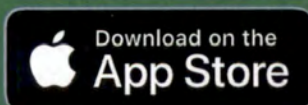


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## AGENDA ITEM COVER SHEET

**Agenda Item Title:**

Consider adopting Schedule of Fees and Charges Ordinance Amendment for Fiscal Year 2023-2024

<b>Date of Meeting:</b> 09/26/2023	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Amend the Schedule of Fees and Charges for FY23-24, effective September 27, 2023. Schedule of Fees and Charges with redline and Schedule of Fees and Charges without redline are attached.
<b>Actions Needed by Board:</b>	Adopt Ordinance Amendment for FY23-24 Schedule of Fees and Charges
<b>Backup Attached:</b>	Memo, Ordinance Amendment

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

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

**Additional Notes:**

**Aldermen**

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



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

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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen  
FROM: Kim Ostrom - Director of Finance  
DATE: September 20, 2023  
RE: Amendment to Schedule of Fees and Charges

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**Background**

The City of New Bern Schedule of Fees and Charges, adopted on August 8, 2023, should be amended to reflect the proposed parking fees for the Pollock Street parking lot. The changes are identified in red on the attached proposed City of New Bern Schedule of Fees and Charges effective September 27, 2023.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on September 26, 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 August 8, 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 August 8, 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 September 27, 2023.

ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER 2023.

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

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

**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE SEPTEMBER 27, 2023**  
**(Revised 9/26/2023)**

<b>1. ADMINISTRATIVE</b>	<b>FEES</b>
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
<b>2. CEMETERIES: (Code Sections 18-26 and 18-32)</b>	<b>FEES</b>
Opening/Closing:	
Weekdays before 4pm, adult	\$500 resident/\$750 nonresident
Weekdays before 4pm, infant/cremations/mausoleum	\$250 resident/\$500 nonresident
Weekdays after 4pm and weekends, adult	\$575 resident/\$1,000 nonresident
Weekdays after 4pm and weekends, infant/cremations/mausoleum	\$300 resident/\$500 nonresident
Holidays, adult	\$650 resident/\$1,000 nonresident
Holidays, infant/cremations/mausoleum	\$425 resident/\$750 nonresident
Wait time per hour (for noncompliance for "before 4pm" services that extend beyond 4pm)	\$150 resident/\$300 nonresident
Grave/Lot Sales - New Bern Memorial Cemetery:	
Plot - Single grave, resident	\$600
Plot - Single grave, nonresident	\$1,200
Plot - 4-Grave lot, resident	\$2,000
Plot - 4-Grave lot, nonresident	\$4,000
Plot - Infant grave, resident	\$100
Plot - Infant grave, nonresident	\$300
Plot - Mausoleum, resident	\$3,500
Plot - Mausoleum, nonresident	\$7,000
Plot - Cremations, resident	\$250
Plot - Cremations, nonresident	\$500
Transfer/resale of license (per grave)	\$25 resident-to-resident/\$100 nonresident
*This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided.	
<b>3. FIRE: (Code Section 30-33)</b>	<b>FEES</b>
Working without a permit	Cost of permit plus \$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
Failure to obtain final inspection	\$150



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE SEPTEMBER 27, 2023**  
**(Revised 9/26/2023)**

<b>Operational Permits:</b>	
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
<b>Construction Permits:</b>	
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
<b>Life Safety Violation:</b>	
1st Offense	\$150
2nd Offense	\$200
3rd Offense	\$300
<b>4. PARKING: (Code Section 70-272)</b>	<b>FEES</b>
Craven Street & Hancock Street Parking Lot 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
Pollock Street Parking Lot Pay-As-You-Park (enforced 8:00 am - 8:00 pm daily)	\$1.00/hour (\$8 maximum) + \$0.45 convenience fee per transaction
<b>5. PARKS AND RECREATION: (Code Section 50-2)</b>	<b>FEES</b>
<b>Athletics and Field Rentals:</b>	
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



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Adult sports leagues - Individual participation for all leagues	\$20 resident/\$30 nonresident
Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$10 resident/\$15 nonresident
Summer basketball program (Adult)	\$15 resident/\$20 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresident
Parent and one child up to age 2 package	\$5.50 resident; \$6.75 nonresident
(\$1.00 for each additional child up to age 2. Limit of 3)	
Age 3-17	\$4.00 resident; \$5.00 nonresident
Age 18-54	\$4.50 resident; \$5.50 nonresident
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonresident
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$1.50 nonresident
Age 3-17	\$2.00 resident; \$2.50 nonresident
Age 18-54	\$2.50 resident; \$3.00 nonresident
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonresident
Aquatic Center season pass	\$60 resident; \$100 nonresident
Aquatic Center Pool Party:	
2 Hours - Up to 30 participants	\$150 resident; \$200 nonresident
31 or greater participants (per person)	\$5
Deposit - Refundable	\$50
Athletic Field - Ballfield Preparation (per field):	
Baseball/Softball	\$30
Football/Soccer/Lacrosse	\$100
Athletic field - Day use minimum 2 hours maximum 8 hours (additional after 8 hours):	
Civic organizations/private groups - city sponsored	N/C
Schools during school hours and/or athletic season	N/C
Recreation teams *	\$15/hr
Civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresident
*No charge if no field prep is done	
Civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonresident
Athletic field - Night use minimum 2 hours maximum 4 lighted hours:	
Non-city recreation teams	\$30/hr
Civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident
Civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonresident
Athletic field (full tournament not to exceed 3 days/2 nights)	\$350 + \$25/hr attendant fee
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours)	\$20/hr resident; \$30/hr nonresident
<b>EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.</b>	
Batting cages, parties only (2 hours). Available offseason only.	\$30
Bleacher rentals (daily rental fees)	\$100 (small); \$150 (medium); \$300 (large)
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



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Kidsville Tiles	\$25
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
NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are limited to 12 hours per day. Rentals exceeding these hours will require director's approval.	
<b>6. Development Services:</b>	<b>FEES</b>
<b>Planning Fees:</b>	
Certificate of zoning compliance letter	\$30
Historic Preservation - Minor works	\$50



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Historic Preservation - After the fact minor fee	\$150
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
<b>Administrative Fees:</b>	
Starting work without a permit	Double the permit fee
<b>Inspection Fees:</b>	
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
<b>Single trade-minimum fee permits:</b>	
Mechanical, Fuel Piping, Plumbing, Electrical Residential	\$75
Mechanical, Fuel Piping, Plumbing, Electrical Commercial	\$125
<b>Miscellaneous Fees:</b>	
Floodplain Development Permit	\$100
Homeowners Recovery Fee	\$10
ABC Compliance Inspection	\$75
Permit Modification	\$25
Sign Return	\$10 per sign
Permit - Tree Removal	\$25



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<b>7. POLICE: (Code Section 42-32)</b>	<b>FEES</b>
Accident report	No charge
Citizens Academy fee	\$25
False Alarm	\$50 on and after 3rd offense
Alarm Registration Fee	\$25
Alarm Reinstatement Fee	\$50
Non-Permitted Alarm System	\$250
Alarm Appeal Fee	\$25
Illegal Use of Automatic Voice Dialer	\$100
Fingerprinting	\$10
Funeral escorts	\$50 per escort with 48 hours notice; \$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
<b>8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86)</b>	<b>FEES</b>
City Sponsored Event Fees:	
Vendor Permit Fee	\$25
Food Vendor Service Fee	\$35
NonCity Sponsored Event Fees:	
Vendor Permit Fee	\$35
Food Vendor Service Fee	\$45
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
<b>9. PUBLIC WORKS: (Code Sections 66-12)</b>	<b>FEES</b>
Repair Fees:	
Labor	Hourly rate with benefits*
Material	Actual cost
Equipment trucks	Hourly rate per FEMA schedule*
*See explanation at the end of this Fee Schedule	
Permit - Sidewalk Café	\$150
Permit - Street Café	\$150
Permit - Nonprofit street banners	\$75
Permit - Driveway (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



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Signs - Maximum penalty	Material cost + labor
Signs - No parking-fire lane	Material cost + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
<b>10. REFUSE: (Code Section 62-37)</b>	<b>FEES</b>
Commercial refuse (65-gal cart / 1x week service)	\$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
<b>11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)</b>	<b>FEES</b>
Electric rates	See rate ordinance adopted 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
<b>Construction/Maintenance/Repair Fees:</b>	
Labor	Hourly rate with benefits
Material	Actual cost of material
Vehicles and specialized equipment	FEMA hourly rate schedule
Contractual services	Actual cost of service
General overhead	10% calculated after labor, material, equipment and contractual services
<b>12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)</b>	<b>FEES</b>
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300



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Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250
Pretreatment - Administrative fee for monthly review	\$100/month
Pretreatment - Unscheduled sampling	Contract analyses charges
Pretreatment - Permit limit violation	\$100
Pretreatment - Technical review criteria	\$250
Pretreatment - Significant noncompliance	\$500
Pretreatment - BOD:	
Surcharge ceiling conc. (mg/L)	\$350
Surcharge cost per pound	\$0.15
Charge for analysis	Contract labor cost
Pretreatment - TSS:	
Surcharge ceiling conc. (mg/L)	\$250
Surcharge cost per pound	\$0.27
Charge for analysis	Contract labor cost

FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by the United States Department of Homeland Security Federal Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at <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.

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.

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RED-LINED 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 \$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
Failure to obtain final inspection	\$150



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RED-LINED VERSION

<b>Operational Permits:</b>	
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
<b>Construction Permits:</b>	
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
<b>Life Safety Violation:</b>	
1st Offense	\$150
2nd Offense	\$200
3rd Offense	\$300
<b>4. PARKING: (Code Section 70-272)</b>	<b>FEES</b>
<b>Craven Street &amp; Hancock Street Parking Lot</b> Spaces Monthly Fee: (billed annually)	\$35 Limited/\$45 Residential
Limited: 7:00am - 5:30pm - Monday to Friday	\$35
Residential: 24 hours	\$45
Sign Installation Fee - one-time fee for monthly spaces	\$20
Late Penalty - Parking leases billed and managed by Accounting (payment received after due date)	5% of monthly bill
Delinquent Fee - Parking leases billed and managed by Accounting (payment received 10+ days after due date)	\$30
Parking Penalties (Code Section 70-274)	\$25, see code for further details
Leased Space Parking Hangers	2 Free, \$3 each additional
<b>Pollock Street Parking Lot Pay-As-You-Park (enforced 8:00 am - 8:00 pm daily)</b>	<b>\$1.00/hour (\$8 maximum) + \$0.45 convenience fee per transaction</b>
<b>5. PARKS AND RECREATION: (Code Section 50-2)</b>	<b>FEES</b>
<b>Athletics and Field Rentals:</b>	
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



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE SEPTEMBER 27 AUGUST-9, 2023**  
**(Revised 9/26 8/8/2023)**

RED-LINED VERSION

Adult sports leagues - Individual participation for all leagues	\$20 resident/\$30 nonresident
Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$10 resident/\$15 nonresident
Summer basketball program (Adult)	\$15 resident/\$20 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresident
Parent and one child up to age 2 package	\$5.50 resident; \$6.75 nonresident
(\$1.00 for each additional child up to age 2. Limit of 3)	
Age 3-17	\$4.00 resident; \$5.00 nonresident
Age 18-54	\$4.50 resident; \$5.50 nonresident
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonresident
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$1.50 nonresident
Age 3-17	\$2.00 resident; \$2.50 nonresident
Age 18-54	\$2.50 resident; \$3.00 nonresident
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonresident
Aquatic Center season pass	\$60 resident; \$100 nonresident
Aquatic Center Pool Party:	
2 Hours - Up to 30 participants	\$150 resident; \$200 nonresident
31 or greater participants (per person)	\$5
Deposit - Refundable	\$50
Athletic Field - Ballfield Preparation (per field):	
Baseball/Softball	\$30
Football/Soccer/Lacrosse	\$100
Athletic field - Day use minimum 2 hours maximum 8 hours (additional after 8 hours):	
Civic organizations/private groups - city sponsored	N/C
Schools during school hours and/or athletic season	N/C
Recreation teams *	\$15/hr
Civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresident
*No charge if no field prep is done	
Civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonresident
Athletic field - Night use minimum 2 hours maximum 4 lighted hours:	
Non-city recreation teams	\$30/hr
Civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident
Civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonresident
Athletic field (full tournament not to exceed 3 days/2 nights)	\$350 + \$25/hr attendant fee
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours)	\$20/hr resident; \$30/hr nonresident
<b>EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.</b>	
Batting cages, parties only (2 hours). Available offseason only.	\$30
Bleacher rentals (daily rental fees)	\$100 (small); \$150 (medium); \$300 (large)
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



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE SEPTEMBER 27 AUGUST-9, 2023**  
**(Revised 9/26 8/8/2023)**

RED-LINED VERSION

Kidsville Tiles	\$25
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>	
<b>6. Development Services:</b>	<b>FEES</b>
Planning Fees:	
Certificate of zoning compliance letter	\$30
Historic Preservation - Minor works	\$50



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE SEPTEMBER 27 AUGUST 9, 2023**  
**(Revised 9/26 8/8/2023)**

RED-LINED VERSION

Historic Preservation - After the fact minor fee	\$150
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
<b>Administrative Fees:</b>	
Starting work without a permit	Double the permit fee
<b>Inspection Fees:</b>	
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
<b>Single trade-minimum fee permits:</b>	
Mechanical, Fuel Piping, Plumbing, Electrical Residential	\$75
Mechanical, Fuel Piping, Plumbing, Electrical Commercial	\$125
<b>Miscellaneous Fees:</b>	
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 SEPTEMBER 27 AUGUST 9, 2023**  
**(Revised 9/26 8/8/2023)**

RED-LINED 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



**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE SEPTEMBER 27 AUGUST-9, 2023**  
**(Revised 9/26 8/8/2023)**

RED-LINED VERSION

Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
<b>10. REFUSE: (Code Section 62-37)</b>	<b>FEES</b>
Commercial refuse (65-gal cart / 1x week service)	\$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
<b>11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)</b>	<b>FEES</b>
Electric rates	See rate ordinance adopted 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
<b>Construction/Maintenance/Repair Fees:</b>	
Labor	Hourly rate with benefits
Material	Actual cost of material
Vehicles and specialized equipment	FEMA hourly rate schedule
Contractual services	Actual cost of service
General overhead	10% calculated after labor, material, equipment and contractual services
<b>12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)</b>	<b>FEES</b>
<b>Pretreatment Programs Fees for SIU's:</b>	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250

**SCHEDULE OF FEES AND CHARGES\***  
**CITY OF NEW BERN**  
**EFFECTIVE ~~SEPTEMBER 27~~ AUGUST 9, 2023**  
**(Revised 9/26 8/8/2023)**

RED-LINED 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 <a href="https://www.fema.gov/assistance/public/schedule-equipment-rates">https://www.fema.gov/assistance/public/schedule-equipment-rates</a>. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.</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 Drainage Improvements Project Fund

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Consider adopting an Amendment to the Drainage Improvements Project Fund to acknowledge a Local Assistance for Stormwater Infrastructure Investments grant from the American Rescue Plan Act through the NC Dept of Environmental Quality in the amount of \$400,000
<b>Actions Needed by Board:</b>	Adopt Ordinance Amendment
<b>Backup Attached:</b>	Memo; Ordinance Amendment
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Cost of Agenda Item:</b>
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.



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

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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen  
FROM: Kim Ostrom – Finance Director  
DATE: September 15, 2023  
RE: Amendment to Drainage Improvements Project Fund

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**Current**

The Drainage Improvements Project Fund will be amended to recognize a Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) through the NC Department of Environmental Quality for stormwater planning in the amount of \$400,000. No match is required.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on September 26, 2023.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE  
DRAINAGE IMPROVEMENTS PROJECT FUND**

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

Section 1. That Section 3 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional appropriations.

Increase: Stormwater Improvements                      \$400,000

Section 2. That Section 4 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize a Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) through the North Carolina Department of Environmental Quality.

Increase: Grant Revenues                                      \$400,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 26<sup>TH</sup> DAY OF SEPTEMBER 2023.

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

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



## AGENDA ITEM COVER SHEET

### Agenda Item Title:

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

<b>Date of Meeting:</b> 9/26/2023	<b>Ward # if applicable:</b>
<b>Department:</b> Finance	<b>Person Submitting Item:</b> Kim Ostrom, Director of Finance
<b>Call for Public Hearing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date of Public Hearing:</b>

<b>Explanation of Item:</b>	Consider adopting an amendment to the Resiliency and Hazard Mitigation Plan Grant Project Fund to recognize a North Carolina Department of Environmental Quality grant in the amount of \$175,320.
<b>Actions Needed by Board:</b>	Adopt Ordinance Amendment
<b>Backup Attached:</b>	Memo; Ordinance Amendment
<b>Is item time sensitive?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Cost of Agenda Item:</b>
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  
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Barbara J. Best  
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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: September 15, 2023  
RE: Amendment to Resiliency and Hazard Mitigation Plan Grant Project Fund

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**Current**

The Resiliency and Hazard Mitigation Plan Grant Project Fund will be amended to recognize a NC Resilient Coastal Communities Program grant from the NC Department of Environmental Quality in the amount of \$175,320 for Duffyfield Community Resilience Improvement – Rose Street Basin Restoration and Enhancement. An in-kind match has been committed by the City in the amount of \$8,122.92.

**Requested Action**

The Board considers adopting the enclosed budget amendment at its meeting on September 26, 2023.







**NEW BERN**  
CITY OF NEW BERN  
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**Aldermen**

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Brenda E. Blanco  
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.



**NEW BERN**

**CITY OF NEW BERN**

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**Aldermen**

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

Memorandum

**TO:** Mayor and Board of Aldermen

**FROM:** Brenda Blanco, City Clerk

**DATE:** August 24, 2023

**SUBJECT:** Appointment to Friends of the Firemen's Museum Board

George Halyak has resigned from the Friends of the Firemen's Museum Board, and a new appointment is needed to fill the remainder of his term through April 22, 2025. The Chairman of the museum board has requested Bobby Boyd be appointed to this seat.