

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
JUNE 11, 2024 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Odham. Prayer by Reverend Anna Pinckney Straight of First Presbyterian Church (arranged by Alderman Prill). Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.
4. Request and Petition of Citizens.

Consent Agenda

5. Consider Adopting a Resolution Calling for a Public Hearing to Annex Tax Parcel IDs 8-210-044 and 8-210-23001.
6. Consider Adopting a Resolution Calling for a Public Hearing on the 2024 CDBG Annual Action Plan, Five-Year Consolidated Plan, and Analysis of Impediments to Fair Housing Choice.
7. Consider Adopting a Resolution Calling for a Public Hearing to Adopt an Ordinance to Establish the Rates for Consumption of Electricity Effective July 01, 2024.
8. Consider Adopting a Resolution to Close the 800 Block of Cypress Street for the First Missionary Baptist Church Community Fun Day.
9. Approve Minutes.

10. Conduct a Public Hearing and Consider Adopting an Ordinance to Amend Article XXVI. "Stormwater Quality Management and Discharge Control" of Appendix A "Land Use" of the Code of Ordinances.
11. Consider Adopting a Resolution Approving a Lease Agreement with the Area Day Reporting Program for Youth for Property Located at 500 Fort Totten Drive.
12. Consider Adopting a Resolution Approving a Utility Relocation Agreement with NCDOT for Element 35601.2.4, Program No. R-4463 for the NC 43 Connector.
13. Consider Adopting a Resolution Approving a Utility Relocation Agreement with NCDOT for Element 204695, Program R-5777C for US 70.

14. Consider Adopting a Resolution Awarding an Engineering Agreement with HBK Engineering Related to NCDOT Relocation Agreement C-204695, Program No. R-5777C for US 70.
15. Consider Adopting a Resolution Approving the Sale of 1010 Green Street.
16. Consider Adopting a Resolution Approving the Purchase of 24 Avant Street.
17. Consider Adopting an Ordinance for the Demolition of 1300 Clark Avenue.
18. Consider Adopting a Resolution Approving the Classification Pay Plan for Fiscal Year 2024-2025.
19. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.
20. Consider Adopting the Budget Ordinance for Fiscal Year 2024-2025.
21. Consider Adopting an Ordinance to Amend and Close the City Hall Elevator Project Fund.
22. Consider Adopting an Ordinance to Amend and Close the Information Technology Network Merger Project Fund.
23. Consider Adopting an Ordinance to Amend and Close the Martin Marietta Park Project Fund.
24. Consider Adopting an Ordinance to Amend the General Capital Projects Fund.
25. Appointment(s).
26. Attorney's Report.
27. City Manager's Report.
28. New Business.
29. Closed Session.
30. Adjourn.

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

Aldermen

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



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: June 05, 2024

Re: June 11, 2024 Agenda Explanations

- 1. Meeting opened by Mayor Jeffrey T. Odham. Prayer coordinated by Alderman Prill. Pledge of Allegiance.**
- 2. Roll Call.**
- 3. Approve Agenda.**
- 4. Request and Petition of Citizens.**

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

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

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

Consent Agenda

5. Consider Adopting a Resolution Calling for a Public Hearing to Annex Tax Parcel IDs 8-210-044 and 8-210-23001.

Peter Bosworth, Managing Member of BPNC, LLC, has petitioned to annex PIDs 8-210-044 and 8-210-23001 consisting of approximately 98.43 acres. The property is located off MLK Boulevard. It is requested a public hearing be held on June 25, 2024 to consider the request.

6. Consider Adopting a Resolution Calling for a Public Hearing on the 2024 CDBG Annual Action Plan, Five-Year Consolidated Plan, and Analysis of Impediments to Fair Housing Choice.

The Department of Housing and Urban Development requires a public hearing be held before the adoption of an annual action plan or five-year consolidated plan associated with the Community Development Block Grant program. The FY24-28 consolidated plan will be carried out through annual action plans, which provide a summary of actions, activities and resources to be used each year to address priority needs and goals identified in the five-year plan. An analysis of impediments to fair housing choice focuses on six fundamental conditions within the local jurisdiction and must coincide with the five-year plan. It is requested a public hearing be held on June 25, 2024. After receiving comments and making the plans available for inspection, approval of the items will be considered at the Board's July 23, 2024 meeting. A memo from D'Aja Fulmore, Community Development Coordinator, is attached.

7. Consider Adopting a Resolution Calling for a Public Hearing to Adopt an Ordinance to Establish the Rates for Consumption of Electricity Effective July 01, 2024.

A comprehensive project study was performed to provide insight on the financial health of New Bern's electric utility. The results were presented at the budget workshop on May 22, 2024. After discussion, the majority of the Board supported a three-year rate plan with 5% increases in Fiscal Years 2025-2027, which is inclusive of a power cost adjustment. It is requested a public hearing be held on June 25, 2024 to receive comments on the rates that would become effective as of July 01, 2024. A memo from Charlie Bauschard, Director of Public Utilities, is attached.

8. Consider Adopting a Resolution to Close the 800 Block of Cypress Street for the First Missionary Baptist Church Community Fun Day.

(Ward 1) First Missionary Baptist submitted a request to close the 800 block of Cypress Street to vehicular traffic on July 27, 2024 from 9 a.m. until 2 p.m. to conduct a community fun day. A rain date is not requested. A memo from Kari Warren, Director of Parks and Recreation, is attached.

9. Approve Minutes.

Draft minutes from the May 28, 2024 meeting are provided for review and approval.

10. Conduct a Public Hearing and Consider Adopting an Ordinance to Amend Article XXVI. "Stormwater Quality Management and Discharge Control" of Appendix A "Land Use" of the Code of Ordinances.

North Carolina has mandated that all local governments within the Neuse watershed modify their local stormwater ordinances to implement the Neuse Stormwater Rules. The ordinance modification will be consistent with the model developed by the NC Department of Environmental Quality. The modification has been reviewed and approved by the Environmental Management Commission and the Division of Water Resources as required by state regulations. The Planning and Zoning Board voted unanimously on May 16, 2024 to recommend adoption of the changes. A memo from George Chiles, Director of Public Works, is attached.

11. Consider Adopting a Resolution Approving a Lease Agreement with the Area Day Reporting Program for Youth for Property Located at 500 Fort Totten Drive.

(Ward 1) The Area Day Reporting Program for Youth has requested renewal of the lease agreement for the property located at 500 Fort Totten Drive. The lease is for a 12-month period beginning July 1, 2024, at a rate of \$1.00 a year. A memo from Mr. Chiles is attached.

12. Consider Adopting a Resolution Approving a Utility Relocation Agreement with NCDOT for Element 35601.2.4, Program No. R-4463 for the NC 43 Connector.

The NCDOT has requested the city relocate more than two miles of above and underground electric utilities to facilitate the construction of the NC 43 connector from Hwy. 17 business to the US 70 corridor. The estimated cost for associated engineering and construction services for this work is \$689,664.32. The agreement provides for reimbursement from NCDOT. A memo from Mr. Bauschard is attached along with a map of the area.

13. Consider Adopting a Resolution Approving a Utility Relocation Agreement with NCDOT for Element 204695, Program R-5777C for US 70.

Like the previous item, NCDOT has requested the city relocate more than six miles of above and underground electric utilities to facilitate the construction of improvements to the US 70 corridor. The estimated cost for associated engineering and construction services for this work is \$734,505. The agreement provides for reimbursement from NCDOT. A memo from Mr. Bauschard is attached along with a map of the area.

- 14. Consider Adopting a Resolution Awarding an Engineering Agreement with HBK Engineering Related to NCDOT Relocation Agreement C-204695, Program No. R-5777C for US 70.**

In relation to the previous item, this will award an engineering and design contract to HBK Engineering for the relocation of the electrical infrastructure associated with the improvements to US 70. This expense will be reimbursed by NCDOT. A memo from Mr. Bauschard is attached.

- 15. Consider Adopting a Resolution Approving the Sale of 1010 Green Street.**

(Ward 5) After receiving a bid of \$2,700 from The Third Property Development & Estate Investment Group, LLC for the purchase of 1010 Green Street, the bid was advertised but no upset bids were received. The property is a vacant 0.069-acre residential parcel with a land tax value of \$5,400. This property was acquired by the City and Craven County in November of 2023 through tax foreclosure. If the property is sold for this bid, the City will receive \$867.74 and the County \$1,832.26 from the proceeds. A memo from Brenda Blanco, City Clerk, is attached along with the tax card and pictures of the property.

- 16. Consider Adopting a Resolution Approving the Purchase of 24 Avant Street.**

(Ward 2) The owners of a 0.195-acre parcel on Avant Street approached the City about purchasing the parcel, which is adjacent to Henderson Park. Staff reviewed the site and determined the property could serve as an additional unimproved area for the upgraded park. A purchase price of \$4,000 has been negotiated with the property owners, which is below the current tax value of \$7,200. A memo from Marvin Williams, Assistant City Manager, is attached.

- 17. Consider Adopting an Ordinance for the Demolition of 1300 Clark Avenue.**

(Ward 5) An initial minimum housing letter was sent on July 14, 2023 to the owners of record for 1300 Clark Avenue. A complaint was filed on January 02, 2024 with no response from the defendants. On January 19, 2024, an order was served on the owners providing a deadline of March 17, 2024 to bring the structure into compliance with minimum standards. No response has been received, nor have any permits been pulled. The dwelling remains noncompliant, and staff seeks an ordinance for demolition. The estimate for the demolition is \$7,447, which will be paid with CDBG funding. This estimate does not include asbestos testing and abatement. A memo from Patrick Ezel, Minimum Housing and Nuisance Supervisor, is attached along with a chronological list of activities and pictures of the structure.

18. Consider Adopting a Resolution Approving the Classification Pay Plan for Fiscal Year 2024-2025.

Annually, the Board adopts a Classification Pay Plan for the upcoming fiscal year. The Board is asked to consider a resolution approving the plan for FY2024-25, which reflects proposed changes that have been incorporated into the FY25 budget. A memo from Sonya Hayes, Director of Human Resources, is attached.

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

As part of the budget process, the Board annually adopts an Amended Schedule of Fees and Charges to, in part, identify in one place all the fees charged by the City. The fees identified in the schedule are included in the revenue projections for Fiscal Year 2024-25 and will be effective July 01, 2024. A memo from Kim Ostrom, Director of Finance, is attached. A redlined version of the schedule is also provided to easily identify the changes.

20. Consider Adopting the Budget Ordinance for Fiscal Year 2024-2025.

The City Manager presented the proposed budget to the Board on May 14, 2024. Budget workshops were held the following week on May 21st and 22nd. A public hearing was conducted on May 28, 2024, at which time no one from the public offered comment. The final ordinance reflects changes that were requested by the Board during the workshops. A memo from Mrs. Ostrom is attached.

21. Consider Adopting an Ordinance to Amend and Close the City Hall Elevator Project Fund.

In May of 2019, the Board established the City Hall Elevator Project Fund. The project is now complete and has a remaining fund balance of \$50,591.18. This ordinance will transfer the fund balance from the project fund to the General Capital Projects Fund and will also close out the City Hall Elevator Project Fund. A memo from Mrs. Ostrom is attached.

22. Consider Adopting an Ordinance to Amend and Close the Information Technology Network Merger Project Fund.

In September of 2014, the Board established the Information Technology Network Merger Project Fund to merge the Police Department's IT services with the rest of the City's IT services. The project is now complete and has a remaining fund balance of \$8,022.55. This ordinance will transfer the residual funds to the General Capital Projects Funds and will also close out the IT Network Merger Project Fund. A memo from Mrs. Ostrom is attached.

23. Consider Adopting an Ordinance to Amend and Close the Martin Marietta Park Project Fund.

In November of 2017, the Board initially established the Martin Marietta Park Project Fund in the amount of \$50,000. Additional funds were subsequently transferred to the project fund. The project is now complete and has a remaining fund balance of \$63,623.76. This ordinance will transfer the remaining fund balance to the General Capital Projects Funds and will also close out the Martin Marietta Park Project Fund. A memo from Mrs. Ostrom is attached.

24. Consider Adopting an Ordinance to Amend the General Capital Projects Fund.

A General Capital Projects Fund was established in June 2015. This ordinance recognizes transfers of residual balances from the project funds identified in the preceding three items. It also recognizes actual project expenses associated with IT projects and the construction of restrooms at the Firemen's Museum. A memo from Mrs. Ostrom is attached.

25. Appointment(s).

- a) George "Eric" Jones has resigned from the Board of Adjustment due to scheduling conflicts. Alderman Kinsey is asked to make a new appointment to fill the remainder of Mr. Jones' term which expires on June 30, 2025.
- b) Several appointments will expire on June 30, 2024, as identified in the memo and schedule from the City Clerk. While some of the appointees are eligible for reappointment and desire to continue serving, others are ineligible to serve another consecutive term. Appointments needed include the Board of Adjustment, Bike and Pedestrian Advisory Committee, Historic Preservation Commission, Planning and Zoning Board, and Police Civil Service Board. It is requested appointments to the Community Development and Advisory Committee be withheld until that committee can be reviewed and possibly restructured.

26. Attorney's Report.

27. City Manager's Report.

28. New Business.

29. Closed Session.

30. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Annex Tax Parcel IDs 8-210-044 and 8-210-23001

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/25/2024

Explanation of Item:	Peter Bosworth, Managing Member of BPNC, LLC, has requested to annex PID 8-210-044 and 8-210-23001 consisting of approximately 98.43 acres total. The property is located off MLK Boulevard.
Actions Needed by Board:	Consider Adopting a Resolution to Call for a Public Hearing
Backup Attached:	Memo, Resolution, Petition for Annexation
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: \$0
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input 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: May 31, 2024

SUBJECT: Call for a Public Hearing to Annex PIDs 8-210-044 and 8-210-23001

Background

Peter Bosworth, Managing Member of BPNC, LLC, has petitioned the City to annex two parcels identified as PIDs 8-210-044 and 8-210-23001. The property is located off MLK Boulevard and consists of approximately 98.43 acres. If annexation is approved, the property will fall within Ward 6.

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 BPNC, LLC, bearing date May 15, 2024, seeking annexation to the City of New Bern of parcels of land consisting of 102.958 acres, more or less, which said parcels are located north and east of the Future NC 43 Connector South, and being further identified as Craven County parcel numbers 8-210-044 and 8-210-23001 in Number 8 Township, Craven County, North Carolina, 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 June 25, 2024, 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 BPNC, 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 June 25, 2024, 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 BPNC, LLC, which said parcels are located north and east of the Future NC 43 Connector South, and being further identified as Craven County parcel numbers 8-210-044 and 8-210-23001 in Number 8 Township, Craven County, North Carolina, the boundaries of which are shown on Exhibit A attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to June 25, 2024.

ADOPTED THIS 11th DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

All those certain tracts or parcels of land lying and being in Number Eight (8) Township, Craven County, North Carolina and more particularly described as follows:

Parcel ID #8-210-044 (Craven County Tax)

Beginning at the northeasternmost corner of the tract shown on Plat Cabinet H, Slide 32F; thence along the easternmost line South 01 degrees 36 minutes 20 seconds East 3311.82 feet to a point; thence North 78 degrees 53 minutes 51 seconds West 103.53 feet to a point; thence North 21 degrees 55 minutes 53 seconds West 3320.52 feet to a point; thence South 84 degrees 58 minutes 05 seconds West 209.03 feet to a point; thence North 21 degrees 55 minutes 53 seconds West 104.51 feet to a point in the northernmost line; thence North 84 degrees 58 minutes 05 seconds East 1502.05 feet to the point of beginning, containing 52.958 acres more or less.

SAVING AND EXCEPTING that parcel designated as AREA ONE on that Highway Right of Way Deed in Book 3730, page 1243 recorded June 20, 2022, Craven County Registry, and described as follows:

Point of beginning being S 42°7'28.1" E, 352.999 feet from -L- Sta 70+00 thence to a point on a bearing S 21°55'53.0" E 1161.874 feet thence to a point on a bearing of S 78°53'51.0" E 48.422 feet thence to a point on a bearing of N 22°55'48.4" W 18.201 feet thence to a point on a bearing of S 67°4'11.6" W 20.000 feet thence to a point on a bearing of N 22°55'48.4" W 1100.708 feet thence along a curve 69.889 feet and having a radius of 19880.000 feet. The chord of said curve being on a bearing of N 22°49'45.8" W, a distance of 69.889 feet returning to the point and place of beginning. Having an area of approximately 11988.865 Square feet and being approximately 0.275 acres.

Parcel ID# 8-210-23001 (Craven County Tax)

Beginning at a point in the northern line of the tract shown on Plat Cabinet H Slide 32F, said point being located South 84 degrees 58 minutes 05 seconds West 1502.05 feet from the northwesternmost corner; thence South 21 degrees 55 minutes 53 seconds East 104.51 feet to a point; thence North 84 degrees 58 minutes 05 seconds East 209.03 feet a point; thence South 21 degrees 55 minutes 53 seconds East 626.89 feet to a point in the centerline of an 80 foot access easement; thence along and with the centerline of the access easement South 57 degrees 58 minutes 00 seconds West 1799.14 feet to a point; thence continuing along the centerline of the access easement South 84 degrees 42 minutes 00 seconds West 325.60 feet to a point; thence leaving the centerline continuing North 05 degrees 10 minutes 00 seconds West 1518.18 feet a point; thence North 84 degrees 59 minutes 05 seconds East 1510.55 feet to the point of beginning, containing 50.000 acres more or less.

SAVING AND EXCEPTING that parcel designated as AREA TWO on that Highway Right of Way Deed in Book 3730, page 1243 recorded June 20, 2022, Craven County Registry, and described as follows:

Point of beginning being N $6^{\circ}50'7.6''$ E, 253.197 feet from -L- Sta 70+00 thence along a curve 193.917 feet and having a radius of 19880.000 feet. The chord of said curve being on a bearing of N $20^{\circ}51'16.8''$ W, a distance of 193.916 feet thence along a curve 654.507 feet and having a radius of 20120.000 feet. The chord of said curve being on a bearing of N $21^{\circ}30'25.7''$ W, a distance of 654.479 feet thence to a point on a bearing of N $22^{\circ}26'20.6''$ W 859.587 feet thence to a point on a bearing of S $84^{\circ}58'39.8''$ W 209.141 feet thence to a point on a bearing of S $84^{\circ}58'39.8''$ W 42.391 feet thence to a point on a bearing of S $22^{\circ}26'20.6''$ E 844.615 feet thence to a point on a bearing of N $57^{\circ}58'0.0''$ E 235.958 feet thence to a point on a bearing of S $21^{\circ}55'53.0''$ E 977.861 feet returning to the point and place of beginning. Having an area of approximately 195289.230 Square feet and being approximately 4.483 acres.

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 BPNC, LLC, requesting annexation by the City of New Bern of parcels of land located north and east of the Future NC 43 Connector South, and being further identified as Craven County parcel numbers 8-210-044 and 8-210-23001 in Number 8 Township, Craven County, which said Petition is dated May 15, 2024, and I do hereby certify that said Petition is in order in all respects.

THIS 11th DAY OF JUNE, 2024.

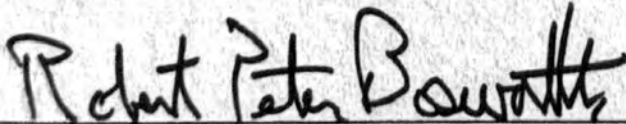
BRENDA E. BLANCO, CITY CLERK

PETITION TO ANNEX

TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. I, Robert Peter Bosworth, the managing member of the undersigned owner of real property, respectfully requests that the areas described in Paragraph 2 below be annexed to the City of New Bern.
2. The areas to be annexed are contiguous to the City of New Bern, and the boundaries of such territories are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

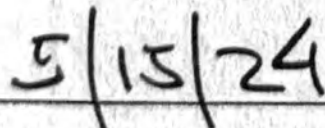
OWNER:



BPNC, LLC

by Robert Peter Bosworth, Managing Member

Date:



Mailing Address: 724 Skywater Rd, Gibson Island, MD 21056

~~EXHIBIT A~~
EXHIBIT A

ANNEXATION SCHEDULE

All those certain tracts or parcels of land lying and being in Number Eight (8) Township, Craven County, North Carolina and more particularly described as follows:

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Parcel ID# 8-210-23001 (Craven County Tax)

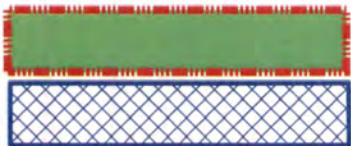
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Point of beginning being N $6^{\circ}50'7.6''$ E, 253.197 feet from -L- Sta 70+00 thence along a curve 193.917 feet and having a radius of 19880.000 feet. The chord of said curve being on a bearing of N $20^{\circ}51'16.8''$ W, a distance of 193.916 feet thence along a curve 654.507 feet and having a radius of 20120.000 feet. The chord of said curve being on a bearing of N $21^{\circ}30'25.7''$ W, a distance of 654.479 feet thence to a point on a bearing of N $22^{\circ}26'20.6''$ W 859.587 feet thence to a point on a bearing of S $84^{\circ}58'39.8''$ W 209.141 feet thence to a point on a bearing of S $84^{\circ}58'39.8''$ W 42.391 feet thence to a point on a bearing of S $22^{\circ}26'20.6''$ E 844.615 feet thence to a point on a bearing of N $57^{\circ}58'0.0''$ E 235.958 feet thence to a point on a bearing of S $21^{\circ}55'53.0''$ E 977.861 feet returning to the point and place of beginning. Having an area of approximately 195289.230 Square feet and being approximately 4.483 acres.



Proposed Annexation: BPNC, LLC Property - 102.958 Acres+/-; Tax ID's PIDs: 8-210-044 & 8-210-23001



Existing New Bern Limits

Proposed Annexation Area

N



1 inch = 1,000 feet

EXHIBIT B

0

600

1800

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing on the 2024 CDBG Annual Action Plan, Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice.

Date of Meeting: 6/11/2024	Ward # if applicable: Wards 1, 2, and 5
Department: Development Services	Person Submitting Item: D'Aja Fulmore, Community Development Coordinator
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/25/2024

Explanation of Item:	The Five-Year Consolidated Plan is designed to help local jurisdictions to assess their affordable housing and community development needs as part of the Community Development Block Grant (CDBG) Program. The Five-Year Consolidated Plan is carried out through Annual Action Plans, which provide a summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and goals identified by the Five-Year Consolidated Plan. The Analysis of Impediments to Fair Housing Choice (AI) must coincide with the City's Five-Year Consolidated Plan.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



MEMORANDUM

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

FROM: D'Aja Fulmore, Community Development Coordinator

DATE: June 11, 2024

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on the 2024 CDBG Annual Action Plan, Five-Year Consolidated Plan, and Analysis of Impediments to Fair Housing Choice.

Background Information:

The purpose of this agenda item is to call for a public hearing on the draft FY 2024-2028 Five-Year Consolidated Plan, FY 2024 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice.

The Five-Year Consolidated Plan is designed to help local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The five-year consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding for the Community Development Block Grant (CDBG) Program. The Five-Year Consolidated Plan is carried out through Annual Action Plans, which provide a summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Five-Year Consolidated Plan.

The Analysis of Impediments to Fair Housing Choice focuses on the status and interaction of six (6) fundamental conditions within the local jurisdiction:

- The sale or rental of dwellings (public or private);
- The provision of housing brokerage services;

- The provision of financial assistance for dwellings;
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing;
- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration; and
- Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570.

The Analysis of Impediments to Fair Housing Choice (AI) must coincide with the City's Five-Year Consolidated Plan, and then every five (5) years thereafter. As part of its Annual Action Plan, the City must additionally sign certifications every year stating that the City will affirmatively further fair housing. This means that the City will take appropriate actions to overcome the effects of any impediments identified through the AI and maintain records reflecting the analysis and actions that are needed.

A public hearing is required for the City to submit the plan to the U.S. Department of Housing and Urban Development so that the City can receive its CDBG funds.

Recommendation:

Consider Adopting a Resolution Calling for a Public Hearing on the proposed FY 2024-2028 Five-Year Consolidated Plan, FY 2024 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice.

If you have any questions or need additional information, please contact D'Aja Fulmore at 252-639-7586.

RESOLUTION

WHEREAS the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on the draft FY 2024-2028 Five-Year Consolidated Plan, FY 2024 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, June 25, 2024 at the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to hold a public hearing on the draft FY 2024-2028 Five-Year Consolidated Plan, FY 2024 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice.

ADOPTED THIS THE 11TH DAY OF JUNE 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Calling for Public Hearing – Changes to Electric Utility Rate Ordinance

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/25/2024

Explanation of Item:	Recommend adopting a three-year rate plan.
Actions Needed by Board:	Conduct a public hearing to vote on changes to electric rates.
Backup Attached:	Memo from Charles Bauschard.
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:



NEW BERN
CITY OF NEW BERN
DEPARTMENT OF PUBLIC UTILITIES
210 Kale Road, P.O. Box 1129
New Bern, NC 28563-1129

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

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: Request for Public Hearing to Consider Changes to the Electric Rate Ordinance

DATE: May 31, 2024

Background

A comprehensive Electric Utility Financial Projection Study was performed by Utility Financial Solutions with the purpose of providing insight into the financial health of the electric utility. Specific findings included Debt Coverage Ratio, Minimum Cash Reserves and Optimal Net Income. Based on the results of those finding focus was towards FY 25, 26, 27, 28, 29 revenue requirements and rate design necessary to meet targeted revenues. Considering the results of the financial projection study, the Utility Director recommends adopting a three (3) rate plan. The rate plan includes 5% rate increases on all electric rate schedules in FYE 25, 26 and 27. As well as a power cost adjustment (PCA) charge on all metered rate schedules. The rate plan will be reviewed and adjusted on a rolling annual cycle in coordination with power supply agency rating planning activities and the City's budgeting process.

As an alternative, the Utility Director recommends adopting a three (3) year rate plan. The rate plan includes an 18% increase in FY25, 0% increase in FYE 26 and a 4% increase in FYE 27 on all electric rate schedules. The rate plan will be reviewed and adjusted on a rolling annual cycle in coordination with power supply agency rating planning activities and the City's budgeting process.

On May 22nd the Utility Director discussed the Electric Utility Financial Projection Study and the recommended rate plan. By majority the Board of Alderman supported the three (3) year rate plan with 5 % increases in FY25, 26 and 27 to include a PCA.

Requested Action

Request for public hearing to consider adopting a three (3) year electric rate plan that includes 5% rate increases on all electric rate schedules in FYE 25, 26 and 27. As well as a power cost adjustment (PCA) charge on all metered rate schedules. The rate plan will be reviewed annually on a rolling annual cycle in coordination with power supply agency rate planning activities and the City's budgeting process.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on proposed changes to its electricity rate schedules to incorporate adjustments to rates, fees, or charges for all electric rate schedules.

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 June 25, 2024, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on the proposed revisions to its electricity rate schedules to incorporate rates, fees, or charges for all electric rate schedules.

Section 2. That a notice of public hearing shall be published twice in the *Sun-Journal* at least once a week for two successive weeks prior to June 25, 2024.

ADOPTED THIS 11th DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a street for First Missionary Baptist Church Community Fun Day.

Date of Meeting: June 11, 2024	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	First Missionary Baptist Church has made a request to close the 800 block of Cypress Street to vehicular traffic from 9:00 a.m. until 2:00 p.m. on Saturday, July 27, 2024, for First Missionary Baptist Church Community Fun Day. If this event is cancelled due to inclement weather, it will not be rescheduled per the event organizer.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map - Application
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes: N/A

Aldermen

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



Kari Warren, CPRP
Director of Parks & Recreation

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance



Date: May 24, 2024

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Director of Parks and Recreation

Re: Street Closures for First Missionary Baptist Church Community Fun Day.

Background Information:

First Missionary Baptist Church has made a request to close the 800 block of Cypress Street to vehicular traffic from 9:00 a.m. until 2:00 p.m. on Saturday, July 27, 2024, for First Missionary Baptist Community Fun Day. If this event is cancelled due to inclement weather, it will not be rescheduled per the event organizer.

Recommendation:

The Director of Parks and Recreation recommends approval and requests the Board adopt a Resolution approving the request.

If you have any questions concerning this matter, please let me know.

1307 Country Club Rd
New Bern, NC 28562
Office 252 639-2901
Fax 252 636-4138

RESOLUTION

THAT WHEREAS, First Missionary Baptist Church has scheduled a Community Fun Day and has requested the 800 block of Cypress Street be closed to vehicular traffic from 9:00 a.m. until 2:00 p.m. on Saturday, July 27, 2024; and

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

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

That the 800 block of Cypress Street be closed to vehicular traffic from 9:00 a.m. until 2:00 p.m. on July 27, 2024, for First Missionary Baptist Church Community Fun Day.

ADOPTED THIS 11th DAY OF JUNE 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

MAY 16 P.M.

VEM

CITY OF NEW BERN

Street Closing
Sat. July 27

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

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

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

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

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

Name of Event/Activity: Community Fun Day

Organization Name: First Missionary Baptist Church

Responsible Contact: Tony Bryant

Address: 819 Cypress Street

City: New Bern

State: NC

Zip code: 28560

Phone: 252-876-5563

Alternate Phone: 252-633-5095

Email: firstmbchurchnewbern@gmail.com

Type of Event:

☐ Demonstration

☒ Festival

☐ Parade

Date of Event: 27 July 2024

Proposed Rain Date: _____

Event Set up time: 9:00 am

Event Tear Down Completed Time: 2:00 pm

Event Start Time: 10:00 am

Event End Time: 2:00 pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)

The event location is on the grounds of First Missionary Baptist Church. We are requesting the 800 Block of Cypress Street to be closed to traffic. The reason for closure is to provide space for static display of the NBPB and NBPD, also for the safety of the attendees. All other vendors, tents and equipment will be on the grounds of the church.

Note: A detailed map of the proposed route as well as a specific list of streets is required. The specific location of the Public Assembly must include the aerial overview with location marked. **Festivals/Events require detailed aerial map with complete layout.**

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)

It serves as a platform for strengthening bonds, building relationships, and spreading positivity throughout our community.

Estimated attendance: < 100

; Attendance not to exceed: 200

***Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application.** For additional info, please contact the Fire Marshall at 252-639-2931.

Tents # _____ Sizes _____ Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

How will you handle trash generated from the event?

We are requesting # 0 trash cans.

☒ We will provide our own bags & dispose of any trash generated ourselves.

☐ We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.

800 blk Cypress St.
Btw Bern & West Sts.

Are you requesting any City of New Bern Street Closures?☒ Yes*☐ No

*Any street closures require approval of the Board of Aldermen. Street closures must be received **at least 60 days in advance** for consideration. Street closures require barricades. A fee of \$5.00 per barricade must be paid 48 business hours prior to the event.

*What Street(s) are you requesting to close? Be specific: The 800 block of cypress street, see attach map

Are you requesting any State Road or Bridge closures?☐ Yes*☒ No

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application.

If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number.

Will Inflatables or other Play features be part of this event?☒ Yes☐ No (Additional insurance may be required)**Will Food Vendors or Commercial/Non-Profit vendors be part of this event?**☒ Yes☐ No

(If you answered YES, Additional Fees apply. A detailed list of all vendors is required.)

The following items are required and must be attached **at the time of Application**:

- ☐ A detailed map – including the location, route with beginning and ending point and street names included.
- ☐ Petition of Signatures – of business/residents affected – If roads are closed.

The following items are required within **two (2) business days of the event or event shall be cancelled**:

- ☐ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured".
- ☐ List of all food/commercial/non-profit vendors.
- ☐ Payment in full of applicable fees and charges.

I attest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. I understand that this application must be submitted with full details and attachments. I understand that additional fees and charges may be incurred. Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. I agree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and volunteers for any injury, illness or damage to person or property during this activity.

The following items must be submitted with Application:

- ☐ Completed & Signed Application
- ☐ Detailed maps of parade route and/or festival layout
- ☐ Petition of signatures (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

[Signature]
Authorized Signature

5-16-2024
Date

All documents have been provided and this application is recommended for approval

Administrative Support Supervisor

Date

This application has been approved.

[Signature]
Director of Parks & Recreation

5-23-2024
Date

Total Anticipated Charges

Barricades: # 4
\$ 20.00

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ 20.00

- ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____
- ☒ Approved by Department Date: 5-23-24 Staff Initials: KW
- ☒ Submitted for Board Approval Date: 5-24-24 Staff Initials: KW
- ☐ All Paperwork collected Date: _____ Staff Initials: _____
- ☐ All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event

☐ Yes ☒ No
Updated 6-3-2019



Fire, Police department on Cypress St. ONLY

Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 16, 2024 at 1:03:36 PM

1 inch = 59 feet



City Barricades



Church barricades

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Amend Article XXVI, "Stormwater Quality Management and Discharge Control" of Appendix A "Land Use" of the Code of Ordinances of the City of New Bern

Date of Meeting: 6/11/2024	Ward # if applicable: All
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: Click or tap to enter a date.

Explanation of Item:	The State has mandated that all local governments within the Neuse watershed modify their local stormwater ordinances to implement the Neuse Stormwater Rules. The updated stormwater ordinance is consistent with the model developed by the North Carolina Department of Environmental Quality (DEQ) and has been reviewed and approved by the Environmental Management Commission, and the Division of Water Resources (as required by state regulations).
Actions Needed by Board:	Conduct a public hearing and consider adopting the ordinance
Backup Attached:	Memo and Proposed Ordinance

Cost of Agenda Item:

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

Additional Notes:



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

May 31, 2024

Memo To: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

RE: **Conduct a Public Hearing and Adopt an Ordinance to Add Stormwater Text Amendment.**

Background Information:

The State has mandated that all local governments within the Neuse watershed modify their local stormwater ordinances to implement the Neuse Stormwater Rules. The updated stormwater ordinance is consistent with the model developed by the North Carolina Department of Environmental Quality (DEQ) and has been reviewed and approved by the Environmental Management Commission, and the Division of Water Resources (as required by state regulations). On May 16, 2024, the Planning and Zoning Board reviewed the proposed ordinance and voted unanimously to recommend its adoption. A public hearing is required before adopting the proposed Stormwater Quality Management and Discharge Control Ordinance.

Recommendation:

After conducting a public hearing, consider adopting an ordinance amending Article XXVI "Stormwater Quality Management and Discharge Control of Appendix A "Land Use" to add the Stormwater Text Amendment.

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

AN ORDINANCE TO AMEND ARTICLE XXVI. STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL OF APPENDIX A “LAND USE” OF THE CODE OF ORDINANCES OF THE CITY OF NEW BERN

THAT WHEREAS, the Planning and Zoning Board of the City of New Bern recommends that certain amendments be made to Article XXVI. Stormwater Quality Management and Discharge Control of Appendix A - “Land Use” of the Code of Ordinances of the City of New Bern; and

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

WHEREAS, the Board of Alderman of the City of New Bern deems it advisable and in the public interest to effect said revisions to Article XXVI. Stormwater Quality Management and Discharge Control of Appendix A - “Land Use” of the Code of Ordinances of the City of New Bern.

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

SECTION 1. That Article XXVI. Stormwater Quality Management and Discharge Control of Appendix A - “Land Use” of the Code of Ordinance of the City of New Bern be and the same is hereby amended by deleting Article XXVI in its entirety and inserting in its stead the following:

“ARTICLE XXVI. STORMWATER MANAGEMENT

Division I. Stormwater Control

Section 15-501. Short title.

This ordinance shall be known as the “City of New Bern Stormwater Ordinance for New Development,” and may be so cited.

Section 15-502. Authority and findings.

(a) Authority. The board of aldermen is authorized to adopt this ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; North Carolina General Statutes §143-214.7 and §143-215.6A, and rules promulgated by the Environmental Management *Commission* thereunder; North Carolina General Statutes Chapter 160A; and North Carolina General Statutes Chapter 160D Articles 2, 3, 4, 7 and 8; 15A NCAC 02B .0711 Neuse Nutrient Strategy: Stormwater; and 15A NCAC 02B .0233 Neuse River Basin: Nutrient Sensitive Waters Management Strategy: Protection and Maintenance of Existing Riparian Buffers. Under this authority, the city has the responsibility and authority to regulate land

use and development, enforce ordinances within its jurisdiction, and to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

(b) Findings. It is hereby determined that:

Development alters the hydrologic response of local watersheds and increases *stormwater* runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reducing groundwater recharge; and

These changes in *stormwater* runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment; and

These effects can be managed and minimized by applying proper design and well-planned controls to manage *stormwater* runoff from *development* sites.

Further, the *Commission* has identified the Neuse River Estuary, as *nutrient* sensitive waters; has identified all or a portion of the estuary as impaired waters under the federal Clean Water Act due to exceedances of the chlorophyll a standard; and has promulgated rules (the "Neuse River Rules") to reduce the average annual loads of nitrogen delivered to the estuary from all point and nonpoint sources of these nutrients located within its watershed, including *stormwater* from new *development* in this jurisdiction;

Therefore, the Board of Alderman of the City of New Bern establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of *stormwater* runoff and discharge for *development*.

Section 15-503. Purpose and intent.

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of *nitrogen* in *stormwater* runoff and nonpoint and point source pollution associated with new *development* in the watershed of the Neuse River estuary. It has been determined that proper management of construction-related and post-*development* *stormwater* runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources.

This ordinance seeks to meet its general purpose through the following specific objectives and means:

(1) Ensure that the city remains in full compliance with 15A NCAC 02B .0711 Neuse Nutrient Strategy: *Stormwater*, 15A NCAC 02B .0233 Neuse River Basin: *Nutrient Sensitive Waters Management Strategy: Protection and Maintenance of Existing Riparian Buffers*, and that the city has a *stormwater* management program consistent with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.)

(2) Establish decision-making processes for *development* that protects the integrity of watersheds and preserve the health of water resources.

(3) Require that new *development* not exceed export targets for *nitrogen* in *stormwater* runoff for the watershed through site layout, *engineered stormwater controls*, or *permanent nutrient offset credits*.

(4) Establish minimum *post-development stormwater* management standards and design criteria for the regulation and control of *stormwater* runoff quantity and quality.

(5) Establish design and review criteria for the construction, function, and use of *engineered stormwater controls* that may be used to meet the minimum *post-development stormwater* management standards.

(6) Encourage the use of better management and site design practices, such as the use of vegetated conveyances for *stormwater* and the preservation of greenspace, riparian buffers, and other conservation areas to the maximum extent practicable.

(7) Establish provisions for the long-term responsibility for and maintenance of *engineered stormwater controls* to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety.

(8) Establish administrative procedures for the submission, review, approval, and disapproval of *stormwater management plans*, for the inspection of approved projects, and to assure appropriate long-term maintenance.

(9) Control illicit discharges into the city's *stormwater system* and waters of the State.

(10) Provide education and outreach to the public regarding methods to prevent and minimize pollutant contributions to the city's *stormwater system* and waters of the State.

Section 15-504. Applicability.

(a) General. Beginning with and subsequent to its effective date, this ordinance shall be applicable to all *development* and expansion of *development* throughout the city and its extraterritorial jurisdiction within the Neuse River Watershed, including, but not limited to, *site plan* applications, subdivision applications, and grading applications, unless exempt pursuant to this ordinance.

(b) Exemptions.

(1) Single family and duplex residential and related recreational *development* and expansion of *development* that disturbs less than one acre is exempt from the provisions of this ordinance.

(2) Commercial, industrial, institutional, multifamily residential or local government *development* that disturbs less than one half acre and does not expand existing structures on a parcel is exempt from the provisions of this ordinance.

(3) Commercial, industrial, institutional, multifamily residential or local government *development* that disturbs less than one half acre and expands existing structures on a *parcel* but does not result in a cumulative built-upon area for the *parcel* exceeding twenty-four (24) percent is exempt from the provisions of this ordinance.

(4) *Development* that disturbs less than the above thresholds are not exempt if such activities are part of a *larger common plan of development or sale* and the larger common plan exceeds the relevant threshold, even though multiple, separate, or distinct activities take place at different times on different schedules.

(5) *Development* of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built-upon area on the lot is exempt from the provisions of this ordinance.

(6) *Existing development or redevelopment* is exempt from the provisions of this ordinance.

(7) Activities on a bona fide farm unless the activity is for non-farm purpose. Activities subject to requirements of the Neuse Agriculture Rule, 15A NCAC 02B .0712 is exempt from the provisions of this ordinance.

(8) *Development* or expansion of *development* with a vested right per the standards of N.C.G.S. 160D-108 is exempt from the provisions of this ordinance.

(9) *Development* or expansion of *development* for which the permit application was submitted prior to adoption of this ordinance is optionally exempt from the provisions of this ordinance per the requirements of N.C.G.S. 143-755.

(c) No development or expansion until compliance and permit. No *development* or expansion of *development* shall occur except in compliance with the provisions of this ordinance or unless exempted. No *development* or expansion of *development* for which a permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

Section 15-505. Interpretation.

(a) Meaning and intent. In interpreting and applying this ordinance, the requirements are intended to be minimum requirements that are imposed and are to be conformed to, and are in addition to, and not in lieu of, any and all other legal requirements. All provisions, terms, phrases, and expressions contained in this ordinance shall be construed according to the purpose and intent set forth in Section 15-503. If a different or more specific meaning is given for a term defined elsewhere in this code of ordinances, the meaning and application of the term in this ordinance shall control for purposes of application of this ordinance. This ordinance shall not be deemed to

interfere with or annul or otherwise affect in any manner whatsoever an ordinance, rules, regulations, permits, or easements, covenants, or other agreements between parties, provided, however, that where this ordinance imposes greater restrictions and controls with respect to stormwater management for the purposes of managing water quality and controlling discharges, the provisions of this ordinance shall prevail.

(b) Text controls in event of conflict. In the event of a conflict or inconsistency between the text of this ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.

(c) Authority for interpretation. The *stormwater administrator* has authority to determine the interpretation of this ordinance. Any person may request an interpretation by submitting a written request to the *stormwater administrator*, who shall respond in writing within 30 days. The *stormwater administrator* shall keep on file a record of all written interpretations of this ordinance.

(d) References to statutes, regulations, and documents. Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the *design manual*), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

(e) Computation of time. The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the city, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the city. References to days are calendar days unless otherwise stated.

(f) Delegation of authority. Any act authorized by this ordinance to be carried out by the *stormwater administrator* may be carried out by his or her designee.

(g) Usage.

1. Mandatory and discretionary terms. The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature.

2. Conjunctions. Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows: The word "and" indicates that all connected items, conditions, provisions, and events apply. The word "or" indicates that one or more of the connected items, conditions, provisions, or events apply.

3. Tense, plural, and gender. Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

(h) *Measurement and computation.* Lot area refers to the amount of horizontal land area contained inside the lot lines of a lot or site.

Section 15-506. Definitions.

When used in this ordinance, the following words and terms shall have the meaning set forth in this section unless other provisions of this ordinance specifically indicate otherwise.

(a) *Approved accounting tool.* The most recent version of the accounting tool for calculating *nutrient* loading and reduction approved by the *Division* for the relevant geography and development type under review.

(b) *Best management practices.* An activity, procedure, or structural or nonstructural management-based practice used singularly or in combination to prevent or reduce the discharge of pollutants directly or indirectly to the stormwater system and waters of the United States in order to achieve water quality protection goals. Best management practices include but are not limited to: treatment facilities to remove pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants. Please refer to the City of New Bern Stormwater Management Manual, as discussed further under subsection 15-516(c) herein, for specific requirements

(c) *Built-upon area (BUA).* Built-upon area shall have the meaning as set for thin N.C.G.S. 143-214.7(b2).

(d) *City.* City of New Bern, North Carolina.

(e) *Commission.* The North Carolina Environmental Management Commission, in the Department.

(f) *Department.* The North Carolina Department of Environmental Quality.

(g) *Design manual.* The State Stormwater Design Manual approved by the Department for the proper implementation of the State Minimum Design Criteria for engineered stormwater controls. All references herein to the *design manual* are to the latest published edition or revision.

(h) *Developer.* Developer shall have the same meaning as provided in N.C.G.S. 160D-102(11).

(i) *Development.* Development shall have the same meaning as provided in N.C.G.S. 143-214.7(a1)(1).

(j) *Development approval.* *Development approval shall have the same meaning as provided in N.C.G.S. 160D-102(13).*

(k) *Division.* The Division of Water Resources in the *Department*.

(l) *Engineered stormwater control.* A physical device designed to trap, settle out, filter, or otherwise remove pollutants from *stormwater* runoff; to alter or reduce *stormwater* runoff velocity, amount, timing, or other characteristics; to approximate the pre-development hydrology on a developed site; or to achieve any combination of these goals. *Engineered stormwater control* includes physical practices such as constructed wetlands, vegetative practices, vegetated conveyances, filter strips, grassed swales, and other methods installed or created on real property. "Engineered stormwater control" is synonymous with "structural practice," "Primary SCM," "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "stormwater control measures," "structural stormwater treatment systems," and similar terms used in this ordinance. It is a broad term that may include practices that do not require design by a professional licensed engineer.

(m) *Existing development.* Existing development shall have the same meaning as provided in 15A NCAC 02H .1002(18).

(n) *Hazardous materials.* Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

(o) *Illegal discharge.* Any disposal, placement, emptying, dumping, spillage, leakage, pumping, pouring, or other discharge of any substance other than stormwater into a stormwater conveyance system, the waters of the state or upon the land such that the substance is likely to reach a stormwater conveyance system or waters of the state constitutes an illegal discharge, except as exempted in division II of this ordinance.

(p) *Illicit connections.* An illicit connection is defined as either of the following:

(1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the stormwater system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the stormwater system and any connections to the stormwater system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or

(2) Any drain or conveyance connected from a commercial or industrial land use to the stormwater system which has not been documented in plans, maps, or equivalent records and approved by the city.

(q) *Impervious surface.* A surface composed of any material that impedes natural infiltration of water into the soil. Gravel areas shall be considered impervious.

(r) *Land disturbing activity.* Land disturbing activity shall have the same meaning as provided in 15A NCAC 02B .0202(33).

(s) *Larger common plan of development or sale.* Larger common plan of development or sale shall have the same meaning as provided in 15A NCAC 02H .1002(8).

(t) *Load.* The mass quantity of a nutrient or pollutant released into surface waters over a given time period. Load in this ordinance refers to pounds of *nitrogen* or *phosphorus* per year.

(u) *Loading rate.* The mass quantity of a nutrient or pollutant released from a given area into surface waters over a given time period. Loading rate in this ordinance refers to pounds of *nitrogen* or *phosphorus* per acre per year.

(v) *Minimum design criteria.* Minimum design criteria shall have the same meaning as provided in 15A NCAC 02H .1002(24).

(w) *Minor variance.* A variance from the minimum Neuse Stormwater rules that results in the relaxation of up to 10 percent of any vegetated setback, density, or minimum lot size requirement applicable to low density development, or the relaxation of up to 5 percent of any vegetated setback, density, or minimum lot size requirement applicable to high density development. For variances to a vegetated setback requirement, the percent variation shall be calculated using the footprint of built-upon area proposed to encroach within the vegetated setback divided by the total area of vegetated setback within the project.

(x) *National Pollutant Discharge Elimination System (NPDES) stormwater discharge permits.* General, group, and individual stormwater discharge permits that regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act.

(y) *Nitrogen.* The total nitrogen unless specified otherwise.

(z) *Non-stormwater discharge.* Any discharge to the stormwater system that is not composed entirely of stormwater.

(aa) *Nutrient(s).* The combination of total nitrogen and total phosphorus.

(bb) *1-year, 24-hour storm.* 1-year, 24-hour storm shall have the same meaning as provided in 15A NCAC 02H .1002(3).

(cc) *Outfall.* A point at which stormwater (1) enters surface water, or (2) exits the property of a particular owner.

(dd) *Owner.* The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other *person* or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every *person* or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included

within the meaning of “owner” under another description in this definition, such as a management entity.

(ee) *Parcel*. Parcel shall have the same meaning as Project.

(ff) *Permanent nutrient offset credits*. Permanent nutrient offset credits. Shall have the same meaning as provided in 15A NCAC 02B .0701(38).

(gg) *Person*. Person shall have the same meaning as provided in N.C.G.S. 143-212(4).

(hh) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; untreated commercial car wash water and industrial discharges, contaminated fountain drains, and cooling waters; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

(ii) *Pollution*. The human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities which serve these beneficial uses.

(jj) *Primary SCM*. Primary SCM shall have the same meaning as provided in 15A NCAC 02H .1002(37).

(kk) *Project*. Project shall have the same meaning as provided in 15A NCAC 02H .1002(38).

(ll) *Redevelopment*. Redevelopment shall have the same meaning as provided in N.C.G.S. 143-214.7(a1)(2).

(mm) *Runoff treatment*. Runoff treatment shall have the same meaning as provided in 15A NCAC 02H .1002(43).

(nn) *Runoff volume match*. Runoff volume match shall have the same meaning as provided in 15A NCAC 02H .1002(44).

(oo) *Site plan*. A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The *site plan* may include site-specific details such as building areas, building height and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that are applicable to the *project* and the *site plan* review. A *site plan* approval based solely upon application of objective standards is an administrative decision and a *site plan* approval based in whole or in part upon the application of standards

involving judgment and discretion is a quasi-judicial decision. A *site plan* may also be approved as part of a conditional zoning decision.

(pp) *Stormwater*. Stormwater shall have the same meaning as provided in N.C.G.S. 143-213(16a).

(qq) *Stormwater system*. All *engineered stormwater controls* and conveyances owned or controlled by a *person* that drain to the same outfall. A system may be made up of one or more *engineered stormwater controls*.

(rr) *Stormwater administrator*. The person designated by the city manager to have authority to review and approve *stormwater* permits and stormwater management plans. The stormwater administrator shall also be responsible for inspecting development and making sure the provisions of this ordinance are being followed and for reporting from time to time to the city manager and to the board of aldermen on the progress, plans, and expectations of the city's stormwater program. Whenever this ordinance refers to the *stormwater administrator*, it includes his or her designee.

(ss) *Subdivision*. The division of land for the purpose of sale or development as specified in G.S. 160D-802.

(tt) *Substantial progress*. For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a *site plan* or *subdivision* plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than thirty (30) days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. "Substantial progress" for purposes of determining whether an approved plan is null and void is not necessarily the same as "substantial expenditures" used for determining vested rights pursuant to applicable law.

(uu) *Total nitrogen*. The sum of the organic, nitrate, nitrite, and ammonia forms of nitrogen in water.

Section 15-507. Design manual.

(a) *Reference to design manual*. The *stormwater administrator* shall use the policy, criteria, and information, including technical specifications and standards, in the *design manual* as the basis for decisions about *stormwater* permits and about the design, implementation and performance of *engineered stormwater controls* and other practices for compliance with this ordinance.

The *design manual* includes a list of acceptable *stormwater* treatment practices, including specific design criteria for each *stormwater* practice. *Stormwater* treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Neuse River Rules.

(b) Relationship of design manual to other laws and regulations. If the specifications or guidelines of the *design manual* are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the *design manual*.

(c) Changes to Standards and Specifications. If the standards, specifications, guidelines, policies, criteria, or other information in the *design manual* are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the applicant shall have the choice of using the new *design manual* in reviewing the application and in implementing this ordinance with regard to the application, or using the old *design manual*.

Section 15-508. Relationship to other laws, regulations and private agreements.

(a) Conflict of laws. This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare shall control.

(b) Private agreements. This ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this ordinance shall govern. Nothing in this ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this ordinance. In no case shall the city be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

Section 15-509. Severability.

If the provisions of any section, subsection, paragraph, subdivision, or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

Section 15-510. Effective date and transitional provisions.

(a) Effective date. This ordinance shall take effect on July 1, 2024.

(b) Final approvals; complete applications. All *development* and expansion of *development* projects for which complete and full applications were submitted to the city prior to the effective date of this ordinance may be exempted from complying with all provisions of this ordinance dealing with the control and/or management of stormwater by the choice of the developer.

A phased development plan shall be deemed complete prior to the effective date of this ordinance and it shows:

(1) For the initial or first phase of *development* or expansion of *development*, the type and intensity of use for a specific *parcel* or *parcels*, including at a minimum, the boundaries of the project and a *subdivision* plan that has been approved.

(2) For any subsequent phase of *development* or expansion of *development*, sufficient detail so that implementation of the requirements of this ordinance to that phase of *development* would require a material change in that phase of the plan.

(c) Violations continue. Any violation of provisions existing on the effective date of this ordinance shall continue to be a violation under this ordinance and be subject to penalties and enforcement under this ordinance unless the use, *development*, construction, or other activity complies with the provisions of this ordinance.

Section 15-511. Responsibility for administration.

(a) Stormwater administrator. A *stormwater administrator* shall be designated by the city manager to administer and enforce this ordinance.

(b) Powers and duties. In addition to the powers and duties that may be conferred by other provisions of the city code and other laws, the *stormwater administrator* shall have the following powers and duties under this ordinance:

(1) To review and approve with conditions, or disapprove applications for approval of plans pursuant to this ordinance.

(2) To make determinations and render interpretations of this ordinance.

(3) To establish application requirements and schedules for submittal and review of applications and appeals, to review and make recommendations to the board of aldermen on applications for *development* or expansion of *development*.

(4) To enforce the provisions of this ordinance in accordance with its enforcement provisions.

(5) To maintain records, maps, forms and other official materials as related to the adoption, amendment, enforcement, and administration of this ordinance.

(6) To provide expertise and technical assistance to the board of aldermen.

(7) To designate appropriate other persons who shall carry out the powers and duties of the *stormwater administrator*.

(8) To take any other action necessary to administer the provisions of this ordinance.

Section 15-512. Review procedures.

(a) Permit required. A *stormwater* permit is required for all *development* and expansion of *development* unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

(b) Effect of permit. A *stormwater* permit shall govern the design, installation, and construction of *stormwater* management and control practices on the site, including *engineered stormwater controls* and elements of site design for *stormwater* management other than *engineered stormwater controls*.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of *stormwater* for the *development* site consistent with the requirements of this ordinance, whether the approach consists of *engineered stormwater controls* or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the *project*; rather, compliance after *project* construction is assured.

(c) Authority to file applications. All applications required pursuant to this ordinance shall be submitted to the *stormwater administrator* by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement.

(d) Establishment of application requirements, schedule, and fees.

(1) Application content and form. The *stormwater administrator* shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. At a minimum, the *stormwater* permit application shall describe in detail how post-*development stormwater* runoff will be controlled and managed, the design of all *engineered stormwater controls*, and how the proposed *project* will meet the requirements of this ordinance.

(2) Submission schedule. The *stormwater administrator* shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.

(3) Permit review fees. Permit application review fees shall be established by the board of aldermen from time to time as set forth in the schedule of fees on file in the office of the city clerk.

(4) Administrative manual. For applications required under this ordinance, the *stormwater administrator* shall compile the application requirements, submission schedule, fee schedule, a copy of this ordinance, and information on how and where to obtain the *design manual* in an administrative manual, which shall be made available to the public.

(e) Submittal of complete application. Applications shall be submitted to the *stormwater administrator* pursuant to the application submittal schedule in the form established by the *stormwater administrator*, along with the appropriate fee establish pursuant to this section.

An application shall be considered as timely submitted only when it contains all the elements of a complete application pursuant to this ordinance, along with the appropriate fee. If the *stormwater administrator* finds that an application is incomplete, the applicant shall be notified of the deficient elements and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.

(f) Review. Within sixty (60) calendar days after a complete application is submitted, the *stormwater administrator* shall review the application and determine whether the application complies with the standards of this ordinance.

(1) Approval. If the *stormwater administrator* finds that the application complies with the standards of this ordinance, the *stormwater administrator* shall approve the application. The *stormwater administrator* may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.

(2) Fails to comply. If the *stormwater administrator* finds that the application fails to comply with the standards of this ordinance, the *stormwater administrator* shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

(3) Revision and subsequent review. A complete revised application shall be reviewed by the *stormwater administrator* within sixty (60) calendar days after its re-submittal and shall be approved, approved with conditions, or disapproved. If a revised application is not re-submitted within thirty (30) calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same project shall be required along with the appropriate fee for a new submittal. One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accomplished by a permit review fee additional fee, as established pursuant to this ordinance.

Section 15-513. Applications for approval.

(a) Concept plan and consultation meeting. Before a *stormwater* permit application is deemed complete, the *stormwater administrator* or *developer* may request a consultation on a concept plan for the post-construction *stormwater* management system to be utilized in the proposed *development project*. This consultation meeting should take place at the time of the preliminary plan of *subdivision* or other early step in the *development* process. The purpose of this meeting is to discuss the *stormwater* management measures necessary for the proposed *project*, as well as to discuss and assess constraints, opportunities and potential approaches to *stormwater* management designs before formal site design engineering is commenced. Local watershed plans, and other relevant resource protection plans should be consulted in the discussion of the concept

plan. To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance of the meeting:

(1) Existing conditions; proposed site plans. Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); stream and other buffers and features used in designing buffers and meeting any applicable buffer requirements; boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

(2) Natural resources inventory. A written or graphic inventory of natural resources at the site and surrounding area as it exists prior to the commencement of the *project*. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for *development* and *stormwater* management.

(3) Stormwater management system concept plan. A written or graphic concept plan of the proposed post-*development stormwater* management system including: preliminary selection and location of proposed *engineered stormwater controls*; low-impact; design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

(b) Stormwater management permit application. The *stormwater* management permit application shall detail how post-*development stormwater* runoff will be controlled and managed and how the proposed project will meet the requirements of this ordinance, including Section 15-516, General standards. All such plans shall be prepared by a qualified registered North Carolina professional engineer, surveyor, soil scientist or landscape architect, and the engineer, surveyor, soil scientist or landscape architect shall perform services only in their area of competence, and shall verify that the design of all *stormwater* management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards and policies found in the *design manual*, and that the designs and plans ensure compliance with this ordinance. The submittal shall include all of the information required in the submittal checklist established by the *stormwater administrator*. Incomplete submittals shall be treated pursuant to section 15-512(d).

(c) As-built plans and final approval. Upon completion of a *project*, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed *project* is in accordance with the approved *stormwater* management plans and designs and shall submit actual "as built" plans for all *stormwater* management facilities or practices after final construction is completed. The plans shall show the final design specifications for all *stormwater* management facilities and practices and the field location, size, depth, and planted vegetation of all measures,

controls, and devices, as installed. The designer of the *stormwater* management measures and plans shall certify, under seal, that the as-built *stormwater* measures, controls, and devices are in compliance with the approved *stormwater* management plans and designs and with the requirements of this ordinance. A final inspection and approval by the *stormwater administrator* shall occur before the release of any performance securities.

(d) Other permits. No certificate of compliance or occupancy shall be issued by the city's inspection department without final as-built plans and a final inspection and approval by the *stormwater administrator*, except where multiple units are served by the *stormwater* practice or facilities, in which case the city's inspection department may elect to withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

Section 15-514. Approvals.

(a) Effect of approval. Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. No deviations from the terms of the application or the approval shall be made until written approval of proposed changes or deviations has been obtained through permit revision and review. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.

(b) Time limit; expiration. An approved plan shall become null and void if the applicant fails to make *substantial progress* on the site within one year after the date of approval. The *stormwater administrator* may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan. In granting an extension, the *stormwater administrator* may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

Section 15-515. Appeals.

(a) Right of appeal. Except as provided in N.C.G.S. 160D-1403.1, any aggrieved *person* affected by any decision, order, requirement, or determination relating to the interpretation or application of this ordinance made by the *stormwater administrator*, may file an appeal to the board of adjustment within thirty (30) days from receipt of the notice of a determination.

(b) Filing of appeal and procedures. Appeals shall be taken within the specified time period by filing a notice of appeal and specifying the grounds for appeal on forms provided by the city. The *stormwater administrator* shall transmit to the board of adjustment all documents constituting the record on which the decision appealed from was taken. The *stormwater administrator* shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner. The hearing conducted by the board of adjustment shall be conducted in the nature of a quasi-judicial proceeding as provided in N.C.G.S. 160D-406 with all findings of fact supported by competent, material evidence.

(c) Review by superior court. Every decision of the board of adjustment shall be subject to Superior Court review by proceedings in the nature of certiorari. Petition for review by the Superior Court shall be filed with the Clerk of Superior Court within thirty (30) days after the latter of the following:

(1) The decision of the board of adjustment is filed; or

(2) A written copy of the decision is delivered to every aggrieved party who has filed a written request for such copy with the chair of the board of adjustment at the time of its hearing of the case.

Section 15-516. General standards.

(a) All *projects* to which this ordinance applies shall comply with the standards of this section. The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future *development* and expansion of development maintains the site consistent with the approved *project* plans.

(b) Riparian buffers.

(1) Delineation. Property owners undertaking any development activity shall demonstrate that the development activity does not affect riparian buffer zones as defined in 15A NCAC 2B.0610 – Managing Activities Within Riparian Buffers: Definitions and 15A NCAC 2B.0700 – Nutrient Management Strategy Rules for Surface Water, sections 2B.0701 Nutrient Strategies Definitions through 2B.0711 Neuse Nutrient Strategy: Stormwater. The riparian buffer shall be delineated on the subdivision plat, property boundary, or site plan for the development activity along with any limits imposed on the proposed development activity.

(2) Riparian buffers; generally. The city will not approve any development activity within the riparian buffer as defined in 15A NCAC 2B.0714 – Neuse Nutrient Strategy: Maintenance of Existing Riparian Buffer unless one of the following is obtained from the *Division*:

(i) Approval of the development activity from the *Division*. This may include a permit or authorization certificates for an allowable use within the riparian buffer;

(ii) An opinion from the *Division* that vested rights have been established for the development activity;

(iii) An on-site determination from the *Division* that surface waters or coastal wetlands are not present; or

(iv) A letter from the *Division* documenting that a variance has been approved for the development activity.

(c) Nitrogen loading rate targets.

(1) The *project* shall meet a *nitrogen stormwater loading rate* target of 3.6 pounds per acre per year (lb/ac/yr), or meet “runoff volume match” as defined in 15A NCAC 02H .1002.

(2) The *project* area used for nutrient calculation and *stormwater* requirements includes the site area less any existing *built-upon area*. The *project* density used for determining *stormwater* requirements is the amount of *built-upon area* subject to this ordinance at *project* completion divided by the *project* area.

(3) The *developer* shall determine the *nitrogen* load and loading rate generated from the *project* area without *engineered stormwater controls* and determine the needed *nitrogen* load reduction to meet nutrient targets by using the *approved accounting tool*.

(d) Nitrogen standard is supplemental. The *nitrogen* loading standards in this ordinance are supplemental to, not replacements for, *stormwater* standards otherwise required by federal, state or local law, including without limitation any riparian buffer requirements applicable to the location of the development. This includes, without limitation, the riparian buffer protection requirements of 15A NCAC 02B .0714 – 0734 and .0295.

(e) Built upon area standards.

(1) Project density is used for determining stormwater requirements. The project area used for nutrient calculation and stormwater requirements includes the site area less any *built-upon area*. The project density is the amount of *built-upon area* subject to this ordinance at project completion divided by the project area. Project density shall be calculated according to 15A NCAC 2H. 1003(1) and as indicated in the *design manual*.

(2) A project is categorized as either high density or low density based on the percent *built-upon area*, and the density treatment threshold varies depending upon the project’s location and proximity to SA waters, which are classified as tidal, salt waters with designated use of shellfishing (15A NCAC 02B. 0221). SA waters are more sensitive and are subject to higher standards.

Receiving Water Classification	Low Density Projects	High Density Projects	Design Storm	Special Provisions
SA – Tidal Salt Waters*	< 12% BUA	> 12% BUA	1-year, 24-hr storm	Max 25% BUA within 575 ft of SA-ORW waters
SA – HWQ				
SA – ORW				
Other Coastal County Waters	< 24% BUA	> 24% BUA	1.5 inch storm	None

*Per State of North Carolina Surface Water Classifications, all SA tidal salt waters are also high Quality waters (HWQ) by definition. A subset of SA waters are classified as outstanding resource waters (ORW)

(3) The city is subject to the Coastal Counties Rule, as set forth in 15A NCAC 02H. 1019. The Coastal Rule applies to projects that meet one of the following criteria:

(i) Nonresidential projects that propose to cumulatively add 10,000 square feet or more of *built-upon area*; or

(ii) Residential projects that are within ½ mile of and draining to SA waters, and propose to cumulatively add more than 10,000 square feet of *built-upon area*, and result in a percentage *built-upon area* greater than 12% (high-density).

(4) All other projects not meeting the criteria in subsection (3) above will meet the minimum standards described in 15A NCAC 02H. 1003.

(f) Control and treatment of runoff volume.

(1) The requirement for runoff volume match serves to control and treat the runoff volume generated from the *built-upon area*, and helps to maintain the predevelopment hydrology of the project site. Within the Coastal Counties, the definition of runoff volume match depends upon the project location:

(i) For projects that drain to SA waters, runoff volume match means the annual runoff volume after *development* shall not be more than 5% higher than the annual runoff before *development*.

(ii) For projects that drain to other Coastal County waters, runoff volume match means the annual runoff volume after *development* shall not be more than 10% higher than the annual runoff before *development*.

(2) Within the Coastal Counties, the design storm used to determine the runoff volume also depends upon the project location:

(i) For projects that drain to SA waters, the design storm is the one-year, 24-hour storm.

(ii) For projects that drain to other Coastal County waters, the design storm depth is 1.5 inches.

(3) Projects meeting the definition of runoff volume match do not need to further address nutrient export or treatment.

(4) All projects shall meet the *stormwater system* minimum design requirements set forth in 15A NCAC 02H.1003. All *engineered stormwater controls* will meet the standards set in the *design manual* and the State's Minimum Design Criteria, 15A NCAC 02H.1050 through .1062.

(5) All project designs shall incorporate vegetated setbacks, dispersed flow, vegetated conveyances and curb outlet systems.

(6) High-density projects shall be designed to control and treat the volume of runoff generated from all *built-upon area* in one or more *primary SCMs*, using the appropriate design storm based on the project location and receiving water. High-density projects that drain to SA waters are subject to more stringent standards as indicated in the design manual.

(7) Low-density projects are not required to be equipped with *engineered stormwater controls* in exchange for limiting the *built-upon area*, maximizing dispersed flow and ensuring that stormwater conveyances are vegetated.

(g) Methods to meet nutrient control requirements. *Projects* subject to this ordinance shall meet *nitrogen* loading targets through a combination of the following methods:

(1) *Projects* may reduce export of *nitrogen* through any combination of *engineered stormwater controls* treating runoff on the site, in an approved offsite regional *engineered stormwater control*, or through the acquisition of *permanent nutrient offset credits*. The *developer* shall calculate the *nitrogen* reduction provided by these controls using the approved *accounting tool*.

(2) Proposed *development* undertaken by a local government solely as a public road expansion or public sidewalk project, or proposed *development* subject to the jurisdiction of the Surface Transportation Board (federal agency), may meet *nitrogen* reduction needs for the *project* entirely through the use of *permanent nutrient offset credits* pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703.

(h) Use of permanent nutrient offset credits.

(1) Sufficient *permanent nutrient offset credits* to meet *project* nutrient reduction needs not provided by *engineered stormwater controls* serving the *project* shall be acquired prior to approval of the development plan. The *stormwater administrator* shall issue an approval letter for the *development* that documents the needed *nitrogen* credits and where the development is located relative to the Neuse Watershed Rules' geographic requirements. All *permanent nutrient offset credits* permitted by this ordinance shall meet the requirements of 15A NCAC 02B .0703.

(2) Permanent nutrient offset credits shall be acquired pursuant to N.C.G.S. 143-214.26 and 15A NCAC 02B .0703 prior to the start of construction of the *project*.

(3) A *developer* subject to this ordinance may acquire *permanent nutrient offset credits* through one of the following methods:

- i. Through a private nutrient bank;
- ii. Through offsite offset provided by the *developer* and approved by the city;

iii. Through payment into the Riparian Buffer Restoration Fund established in N.C.G.S. 143-214.21.

iv. Excess *permanent nutrient offset credits* acquired beyond what is required for the *development* may not be applied to any other *development*.

(i) Evaluation of standards for stormwater control measures.

(1) Evaluation according to contents of design manual. All *engineered stormwater controls* and *stormwater systems* required under this ordinance shall be evaluated by the *stormwater administrator* according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice in the *design manual*. The *stormwater administrator* shall determine whether proposed *engineered stormwater controls* will be adequate to meet the requirements of this ordinance.

(2) Determination of adequacy; Presumptions and alternatives. *Engineered stormwater controls* that are designed, constructed, and maintained in accordance with the criteria and specifications in the *design manual* will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *design manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The *stormwater administrator* may require the applicant to provide the documentation, calculations, and examples necessary for the *stormwater administrator* to determine whether such an affirmative showing is made.

Section 15-517. Minor variances.

(a) In the case of a request for a *minor variance*, the *stormwater administrator* may vary or modify any of the regulations or provisions of the ordinance so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

(b) The *stormwater administrator* may attach conditions to the *minor variance* approval that support the purpose of the local watershed protection ordinance.

(c) Appeals from the *stormwater administrator* decision on a *minor variance* request are made on certiorari to the local Superior Court.

Section 15-518. General standards for maintenance.

(a) Function of engineered stormwater controls as intended. The *owner* of each *engineered stormwater control* installed pursuant to this ordinance shall ensure adequate maintenance and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the *engineered stormwater control* was designed.

(b) Annual maintenance inspection and report. The *person* responsible for maintenance of any *engineered stormwater control* installed pursuant to this ordinance shall submit to the *stormwater administrator* an inspection report from a qualified professional certified by the North Carolina Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The inspection report shall contain all of the following:

- (1) The name and address of the land *owner*;
- (2) The recorded book and page number of the lot of each *engineered stormwater control*;
- (3) A statement that an inspection was made of all *engineered stormwater controls*;
- (4) The date the inspection was made;
- (5) A statement that all inspected *engineered stormwater controls* are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and
- (6) The original signature and seal of the engineer, surveyor, or landscape architect.

All inspection reports shall be on forms supplied by the *stormwater administrator*. An original inspection report shall be provided to the *stormwater administrator* beginning one year from the date of as-built certification and each year thereafter on or before the date of the as-built certification.

Section 15-519. Operation and maintenance of engineered stormwater controls.

(a) Operation and maintenance plan. There shall be an operation and maintenance plan ("O&M plan") for every *engineered stormwater control*. The O&M plan shall specify all operation and maintenance work necessary for the function of all *engineered stormwater control* components, including the stormwater conveyance system, perimeter of the device, inlet(s), pretreatment measures, main treatment area, outlet, vegetation, and discharge point.

The O&M plan shall require the *owner* to maintain, repair and, if necessary, reconstruct the *engineered stormwater controls*, and shall state the terms, conditions, and schedule of maintenance for the *engineered stormwater controls*. The O&M plan shall specify methods to be used to maintain or restore the *engineered stormwater controls* to design specifications in the event of failure.

The O&M plan shall be signed by the *owner* and notarized. The *owner* shall keep maintenance records and these shall be available upon request by the *stormwater administrator*.

(b) Operation and maintenance agreement. Prior to the conveyance or transfer of any lot or building site to be served by *engineered stormwater controls* pursuant to this ordinance, and

prior to issuance of any permit for *development* requiring *engineered stormwater controls* pursuant to this ordinance, the applicant or *owner* of the site must enter into an operation and maintenance agreement ("O&M agreement") with the *stormwater administrator*. The O&M agreement shall require the applicant or *owner* to maintain, repair, or reconstruct the *engineered stormwater controls* in accordance with the approved design plans and the O&M plan. The O&M agreement shall be binding on all subsequent *owners* of the site, portions of the site, and lots, or *parcels* served by the *engineered stormwater control*. Until the transference of all property, sites, or lots served by the *engineered stormwater control*, the original *owner* or applicant shall have primary responsibility for carrying out the provisions of the O&M agreement.

The O&M agreement shall grant to the city a right of entry in the event that the *stormwater administrator* has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the *engineered stormwater control*; however, in no case shall the right of entry, of itself, confer an obligation on the city to assume responsibility for the *engineered stormwater controls*.

The O&M agreement must be approved by the *stormwater administrator* prior to development plan approval, and it shall be referenced on the final plat and shall be recorded with the county register of deeds upon final plat approval. A copy of the recorded O&M agreement shall be given to the stormwater administrator within fourteen (14) days following its recordation.

(c) Special requirement for homeowners' and other associations. For all *engineered stormwater controls* required pursuant to this ordinance and that are to be or are owned and maintained by a homeowners' association, property owners' association, or similar entity, the required O&M agreement shall include all of the following provisions:

(1) Acknowledgment that the association shall continuously operate and maintain the *engineered stormwater controls* according to the specifications laid out in the O&M plan.

(2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the *engineered stormwater controls*. If *engineered stormwater controls* are not performing adequately or as intended or are not properly maintained, the city, in its sole discretion, may remedy the situation, and in such instances the city shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the *engineered stormwater controls*, provided that the city shall first consent to the expenditure.

(3) Both *developer* contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the *developer* shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the *engineered stormwater controls*. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the *engineered stormwater controls*. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow

account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.

(4) The percent of *developer* contribution and lengths of time to fund the escrow account may be varied by the city depending on the design and materials of the *engineered stormwater controls*.

(5) Granting to the city a right of entry to inspect, monitor, maintain, repair, and reconstruct *engineered stormwater controls*.

(6) Allowing the city to recover from the association and its members any and all costs the city expends to maintain or repair the *engineered stormwater controls* or to correct any operational deficiencies. Failure to pay the city all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In case of a deficiency, the city shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.

(7) A statement that this agreement shall not obligate the city to maintain or repair any *engineered stormwater controls*, and the city shall not be liable to any *person* for the condition or operation of *engineered stormwater controls*.

(8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the city to enforce any of its ordinances as authorized by law.

(9) A provision indemnifying and holding harmless the city for any costs and injuries arising from or related to the *engineered stormwater controls*, unless the city has agreed in writing to assume the maintenance responsibility for the *engineered stormwater controls* and has accepted dedication of any and all rights necessary to carry out that maintenance.

Section 15-520. Inspection program.

(a) The city shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

(b) Inspections and inspection programs by the city may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the *engineered stormwater controls*; and evaluating the condition of *engineered stormwater controls*.

(c) If the owner or occupant of any property refuses to permit such inspection, the *stormwater administrator* shall proceed to obtain an administrative search warrant pursuant to N.C.G.S. §15-27.2 or its successor. No *person* shall obstruct, hamper or interfere with the *stormwater administrator* while carrying out his or her official duties.

Section 15-521. Performance security for installation and maintenance.

(a) Required. A performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement shall be required prior to issuance of a permit in order to ensure that the *engineered stormwater controls* are:

(1) Installed by the permit holder as required by the approved stormwater management plan, and/or

(2) Maintained by the *owner* as required by the operation and maintenance agreement.

(b) Amount.

(1) Installation. The amount of an installation performance security shall be the total estimated construction cost of the *engineered stormwater controls* approved under the permit, plus twenty five percent (25%).

(2) Maintenance. The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the *engineered stormwater controls* approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.

(c) Uses of performance security.

(1) Forfeiture provisions. The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or *owner* in accordance with this ordinance, approvals issued pursuant to this ordinance, or an O&M agreement established pursuant to this ordinance.

(2) Default. Upon default of the *owner* to construct, maintain, repair and, if necessary, reconstruct any *engineered stormwater control* in accordance with the applicable permit or O&M agreement, the *stormwater administrator* shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the owner to comply with the permit or O&M agreement. In the event of a default triggering the use of installation performance security, the city shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

(3) Costs in excess of performance security. If the city takes action upon such failure by the applicant or *owner*, the city may collect from the applicant or *owner* the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

(4) Refund. Within sixty (60) days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount

attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the *engineered stormwater controls* covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released

Section 15-522. Deed recordation and indications on plat.

The applicable O&M agreement or dedication and acceptance into public maintenance (whichever is applicable) pertaining to every *engineered stormwater control* shall be referenced on the final plat and shall be recorded with the county register of deeds upon final plat approval. If no subdivision plat is recorded for the site, then the O&M agreement or dedication and acceptance into public maintenance (whichever is applicable) shall be recorded with the county register of deeds so as to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

Section 15-523. Records of installation and maintenance activities.

The *owner* of each *engineered stormwater control* shall keep records of inspections, maintenance, and repairs for at least five (5) years from the date of creation of the record and shall submit the same upon reasonable request to the *stormwater administrator*.

Section 15-524. Nuisance.

The *owner* of each *engineered stormwater control*, whether *engineered stormwater control* or *non-engineered stormwater control*, shall maintain it so as not to create or result in a nuisance condition.

Section 15-525. Maintenance easement.

Every *engineered stormwater control* and its associated maintenance accesses on privately owned land, except for those located on single family residential lots, installed pursuant to this ordinance shall be made accessible for adequate maintenance and repair by a permanent maintenance easement from a public right-of-way. The easement shall be recorded at the expense of the applicant, and its terms shall specify who may make use of the easement and for what purposes. The engineered stormwater control will be shown and labeled within the easement.

Section 15-526. Enforcement and violations.

(a) Authority to enforce. The provisions of this ordinance shall be enforced by the *stormwater administrator*, his or her designee, or any authorized agent of the city.

(b) Violation unlawful. Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this ordinance, or the terms or conditions of any permit or other *development approval* or authorization granted pursuant to this ordinance, is unlawful and shall constitute a violation of this ordinance.

(c) Each day a separate offense. Each day that a violation continues shall constitute a separate and distinct violation or offense.

(d) Responsible persons/entities. Any *person* who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, SCM, *engineered stormwater control*, practice, or condition in violation of this ordinance shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. *Persons* subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, *developer*, agency, or any other *person* who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists; or an *owner*, any tenant or occupant, or any other *person*, who has control over, or responsibility for, the use or *development* of the property on which the violation occurs. For purposes of this division, responsible *person(s)* shall include but not be limited to:

(1) Person maintaining condition resulting in or constituting violation. An architect, engineer, builder, contractor, *developer*, agency, or any other *person* who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists.

(2) Responsibility for land or use of land. The *owner* of the land on which the violation occurs, any tenant or occupant of the property, any *person* who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any *person*, who has control over, or responsibility for, the use or *development* of the property.

Section 15-527. Remedies and penalties.

The remedies and penalties provided for violations of this ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(a) Remedies

(1) Injunction, abatements, etc. The *stormwater administrator*, with the written authorization of the city manager, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this ordinance. Any *person* violating this ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

(2) Correction as public health nuisance, costs as lien, etc. If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by N.C.G.S. §160A-193, the *stormwater administrator*, with the written authorization of the city manager, may cause the violation to be corrected and the costs to be assessed as a lien against the property.

(3) Stop work order. The *stormwater administrator* may issue a stop work order to the *person(s)* violating this ordinance. A copy of the order shall be delivered to the holder

of the *development* permit and to the *owner* of the property involved (if that person is not the holder of the *development* permit) by personal delivery, electronic delivery, or first-class mail. The stop work order shall remain in effect until the *person* has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the *person* to take the necessary remedial measures to cure such violation or violations.

(b) Civil penalties. The *stormwater administrator* may assess a civil penalty against any *person* who violates any provision of this ordinance or of a permit or other requirement pursuant to this ordinance. Civil penalties may be assessed up to the full amount of penalty authorized by N.C.G.S. §143-215.6A.

Section 15-528. Procedures

(a) Initiation; Complaint. Whenever a violation of this ordinance occurs, or is alleged to have occurred, any *person* may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the *stormwater administrator*, who shall record the complaint. The complaint shall be investigated promptly by the *stormwater administrator*.

(b) Inspection. The *stormwater administrator* shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

(c) Notice of violation and order to correct. When the *stormwater administrator* finds that any building, structure, or land is in violation of this ordinance, the *stormwater administrator* shall notify, in writing, the property *owner* and the holder of the development permit or other *person* violating this ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt. The *stormwater administrator* may deliver the notice of violation and correction order by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure. If a violation is not corrected within a reasonable period of time, as provided in the notification, the *stormwater administrator* may take appropriate action under this ordinance to correct and abate the violation and to ensure compliance with this ordinance.

(d) Extension of time. A *person* who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the *stormwater administrator* a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the *person* requesting the extension, the *stormwater administrator* may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding fourteen (14) days. The *stormwater administrator* may grant a seven-day extensions in addition to the foregoing extension

if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the *person* violating this ordinance. The *stormwater administrator* may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

(e) Enforcement after time to correct. After the time has expired to correct a violation, including any extension(s) if authorized by the *stormwater administrator*, the *stormwater administrator* shall determine if the violation is corrected. The *stormwater administrator* may act to impose one or more of the remedies and penalties authorized by this ordinance whether or not the violation has been corrected.

(f) Emergency enforcement. If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose an immediate danger to the public health, safety, or welfare, then the *stormwater administrator* may order the immediate cessation of a violation. Any *person* so ordered shall cease any violation immediately. The *stormwater administrator* may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this ordinance.

Division II. Illicit Discharges

Section 15-529. Prohibition of illegal discharges.

It shall be unlawful for any person to empty or deposit in any *stormwater system*, or into any stream or other natural waterway, any substance which:

- (1) Is or may become a public health hazard endangering human or animal health;
- (2) Is a nuisance, including substances which are unsightly or malodorous or may become so;
- (3) Interferes or may interfere with free flow of surface water;
- (4) Is inflammable or explosive;
- (5) Is toxic to plant or animal life;
- (6) Is corrosive or has properties which may damage or render unsightly the stormwater system or natural waterway; or,
- (7) Affects adversely the State of North Carolina classification of the stream or other waterbody into which the *stormwater system* discharges.

It shall be unlawful for any *person* to construct, maintain or use any connection to a *stormwater system* or to a stream or other natural waterway which provides for an *illegal discharge* as described above or for any other discharge of non-stormwater to that *stormwater system* or waterway.

No person shall discharge or cause to be discharged into the municipal *stormwater system* or watercourses any materials, including but not limited to *pollutants* or waters containing any *pollutants* that cause or contribute to a violation of applicable water quality standards, other than *stormwater*.

The commencement, conduct or continuance of any *illegal discharge* to the *stormwater system* is prohibited except as described as follows:

a. Discharges from the following activities will not be considered a source of *pollutants* to the *stormwater system* and to waters of the U.S. when properly managed to ensure that no potential *pollutants* are present, and therefore they shall not be considered *illegal discharges* unless determined to cause a violation of the provisions of this ordinance: potable water line flushing; uncontaminated pumped groundwater and other discharges from potable water sources; landscape irrigation and lawn watering; diverted stream flows; rising groundwater; groundwater infiltration to the stormwater system; uncontaminated foundation and footing drains; uncontaminated water from crawl space pumps; air conditioning condensation; uncontaminated non-industrial roof drains; wash water from the cleaning of the exterior of buildings, including gutters, provided that the discharge does not pose an environmental or health threat; springs; individual residential and occasional non-commercial car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; street wash waters; and flows from fire fighting.

b. The prohibition shall not apply to any *non-stormwater discharge* permitted under a *NPDES* permit, waiver, or waste discharge order issued to the discharger and administered by the State of North Carolina under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the *stormwater administrator* for any discharge to the *stormwater system*.

c. With written concurrence of the *Department*, the *stormwater administrator* may exempt in writing other non-stormwater discharges which are not a source of *pollutants* to the *stormwater system* nor waters of the U.S.

Section 15-530. Prohibition of illicit connections.

(a) The construction, use, maintenance or continued existence of *illicit connections* to the *stormwater system* is prohibited.

(b) This prohibition expressly includes, without limitation; *illicit connections* made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

Section 15-531. Waste disposal prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left or maintained, in or upon any public or private property, driveway, parking area, street, alley,

sidewalk, component of the *stormwater system*, or water of the U.S., any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition.

Section 15-532. Discharges in violation of Industrial or Construction Activity NPDES Stormwater.

Discharge permit. Any person subject to an industrial or construction activity *NPDES stormwater discharge permit* shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the stormwater administrator prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

Section 15-533. Requirement to prevent, control, and reduce stormwater pollutants.

(a) *Authorization to adopt and impose best management practices.* The city will adopt requirements identifying best management practices for any activity, operation, or facility that may cause or contribute to pollution or contamination of stormwater, the stormwater system, or waters of the U.S. as a part of the *design manual*. Where best management practices requirements are promulgated by the city or any federal, State of North Carolina, or regional agency for any activity, operation, or facility which would otherwise cause the discharge of *pollutants* to the *stormwater system* or water of the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with such requirements. The *stormwater administrator* will report to the city board of aldermen annually on the status of implementation of *BMPs*, the *pollutants* of concern to be addressed the next year, and any new *BMPs* to be developed. *BMPs* developed under this program will be included in the *design manual*.

(b) *Development.* The city may adopt requirements identifying appropriate best management practices to control the volume, rate, and potential *pollutant* load of *stormwater* runoff from *development* as may be appropriate to minimize the generation, transport and discharge of *pollutants*. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such *development*. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this article.

(c) *Responsibility to implement best management practices.* Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (a) and (b), any person engaged in activities or operations, or owning facilities or property which will or may result in *pollutants* entering *stormwater*, the *stormwater system*, or waters of the U.S. shall implement *best management practices* to the extent they are practicable to prevent and reduce such *pollutants*. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal *stormwater system* or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense. *Best management*

practices required and encouraged by the city can be obtained from the *stormwater administrator* by requesting a copy of the *design manual*.

Section 15-534. Requirement to eliminate illegal discharges.

Notwithstanding the requirements of division, the *stormwater administrator* may require by written notice that a *person* responsible for an *illegal discharge* immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future *illegal discharges*.

Section 15-535. Requirement to eliminate or secure approval for illicit connections.

(a) The *stormwater administrator* may require by written notice that a *person* responsible for an *illicit connection* to the *stormwater system* comply with the requirements of this article to eliminate, or secure approval for, the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of the ordinance from which this article derives.

(b) If, subsequent to eliminating a connection found to be in violation of this ordinance, the responsible *person* can demonstrate that an *illegal discharge* will no longer occur, said *person* may request the *stormwater administrator's* approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

Section 15-536. Watercourse protection.

Every *person* owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property.

Section 15-537. Requirement to remediate.

Whenever the *stormwater administrator* finds that a discharge of *pollutants* is taking place or has occurred which will result in or has resulted in pollution of *stormwater*, the *stormwater system*, or water of the U.S., the *stormwater administrator* may require by written notice to the owner of the property and/or the responsible person that the *pollution* be remediated and the affected property restored within a specified time pursuant to the provisions of section 15-528.

Section 15-538. Requirement to monitor and analyze.

The *stormwater administrator* may require by written notice of requirement that any *person* engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater pollution, *illegal discharges*, and/or *non-stormwater discharges* to the *stormwater system* or waters of the U.S., to undertake at said person's expense such monitoring and analyses and furnish such reports to the city as deemed necessary to determine compliance with this ordinance.

Section 15-539. Notification of spills.

Notwithstanding other requirements of law, as soon as any *person* responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in *illegal discharges* or *pollutants* discharging into *stormwater*, the *stormwater system*, or water of the U.S. from said facility, said *person* shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a *hazardous material* said *person* shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the *stormwater administrator* in person or by phone or facsimile as soon as reasonably possible and not later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the stormwater administrator's office within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 2. This ordinance shall be effective as of July 1, 2024.

ADOPTED THIS 11th DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution approving lease agreement with Area Day Reporting Center for Youth for the property located at 500 Fort Totten Drive and owned by the City of New Bern.

Date of Meeting: 6/11/2024	Ward # if applicable: 1
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Consider adopting a resolution approving lease agreement with Area Day Reporting Center for Youth for the property located at 500 Fort Totten Drive and owned by the City of New Bern.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Letter of Request, and Map.

Is item time sensitive? ☒ Yes ☐ No

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

Cost of Agenda Item:

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

Additional Notes: N/A



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

May 28, 2024

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: **Consider adopting resolution approving lease agreement with Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive and owned by the City of New Bern.**

Background Information:

The Area Day Reporting Program for Youth has requested renewal of expired lease agreement between the City of New Bern and Area Day Reporting Program for Youth for the property located at 500 Fort Totten Drive. The proposed lease agreement would be effective July 1, 2024, for a period of 12 months (1 year) at a rate of \$1.00 per year.

Recommendation:

It is recommended that the Board of Aldermen consider approving the attached lease agreement. If you have any questions concerning this matter, please feel free to contact me directly.

Enclosures

Cc: Scott Davis, City Attorney

RESOLUTION

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

That the Lease Agreement dated June 11, 2024, by and between the City of New Bern and Area Day Reporting Program for Youth, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate for and on behalf of the City.

ADOPTED THIS 11TH DAY OF JUNE 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 11th day of June 2024, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and AREA DAY REPORTING PROGRAM FOR YOUTH ("Lessee"), a North Carolina non-profit corporation, collectively referred to as the "Parties."

W I T N E S S E T H:

THAT WHEREAS, the Lessor owns the facility located at 500 Fort Totten Drive in the City of New Bern (the "Premises"), said facility being located on real property acquired by the Lessor by deed appearing of record in the office of the Register of Deeds of Craven County in Book 478, at Page 357; and

WHEREAS, the Lessor has agreed that the Lessee may lease the Premises for the purpose of operating a youth program; and

WHEREAS, the Lessor's Board of Aldermen has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors, and assigns, for the term and upon the conditions hereinafter set forth:

1. This term of this Lease shall be for a period of twelve (12) months commencing at 12:01 a.m. on July 1, 2024, and terminating at midnight on June 30, 2025.
2. During the term of this Lease, the Lessee shall be responsible for maintaining and repairing both the interior and exterior of the Premises so that the Lessor will have no obligation whatsoever with respect to the maintenance or repair of the leased Premises during the term of this Lease.
3. The Lessor shall maintain hazard insurance on the improvements located on the Premises, including contents owned by Lessor, in such amount as Lessor may determine in its sole

discretion. Lessor shall also maintain general liability insurance in such amount as it deems necessary, to protect the City of New Bern. The Lessee shall pay to the Lessor on or before October 1, 2024, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, but no more than the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Subject Property, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), so long as the City of New Bern is a named insured therein. In such an event, the Lessee shall provide the Lessor with a Certificate of Insurance.

4. Should the Premises be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Premises, and, should it elect not to repair or replace, this Lease shall thereupon terminate, (unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Premises and proceeds to do so within ninety (90) days of the loss.

5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, with payment to be made contemporaneously with the execution of this Lease.

6. The Lessee agrees to utilize the subject facility to foster the purposes of operating a youth program in the City of New Bern.

7. The Lessee shall make no substantial modification of the improvements located on said Premises without the prior written consent of the Lessor.

8. It is expressly agreed that all alterations and additions that are made by Lessee to the Premises during the term of this Lease shall be and become a permanent part of the real estate and, as such, the property of the Lessor. It is agreed, however, that all personal property placed in and about the Premises by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease. All other improvements shall be considered a part of the real estate.

9. Lessee shall make timely payment of all utility bills presented to Lessee by the City of New Bern.

10. Lessee shall not assign this Lease nor sublet any part of the demised property

without written consent of the Lessor.

11. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and cancelled and take possession of said Premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said Premises or sent by certified mail to the Lessee at the following address:

Area Day Reporting Program for Youth
500 Fort Totten Drive
New Bern, NC 28560

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, and Lessee has caused this instrument to be executed in its corporate name by its President, all as of the day and year first above written; this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF NEW BERN

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

(S E A L)

BRENDA E. BLANCO, CITY CLERK

AREA DAY REPORTING PROGRAM FOR YOUTH [SEAL]
A North Carolina Nonprofit Corporation

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, a notary public in and for said county and state, do hereby certify that on the _____ day of June 2024, 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 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 _____ day of June 2024.

Notary Public

My commission expires:

Date

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is President of AREA DAY REPORTING PROGRAM FOR YOUTH, a North Carolina nonprofit corporation, and that (s)he, as President, being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said corporation for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of June 2024.

Notary Public

My commission expires:

Date

ADRC



AREA DAY REPORTING CENTER FOR YOUTH

500 Fort Totten Drive
New Bern, NC 28560

Telephone: (252) 638-6542
Fax: (252)-638-6745

E-Mail: ayouth1@suddenlinkmail.com

April 18, 2024

To: City of New Bern Mayor & Board of Aldermen

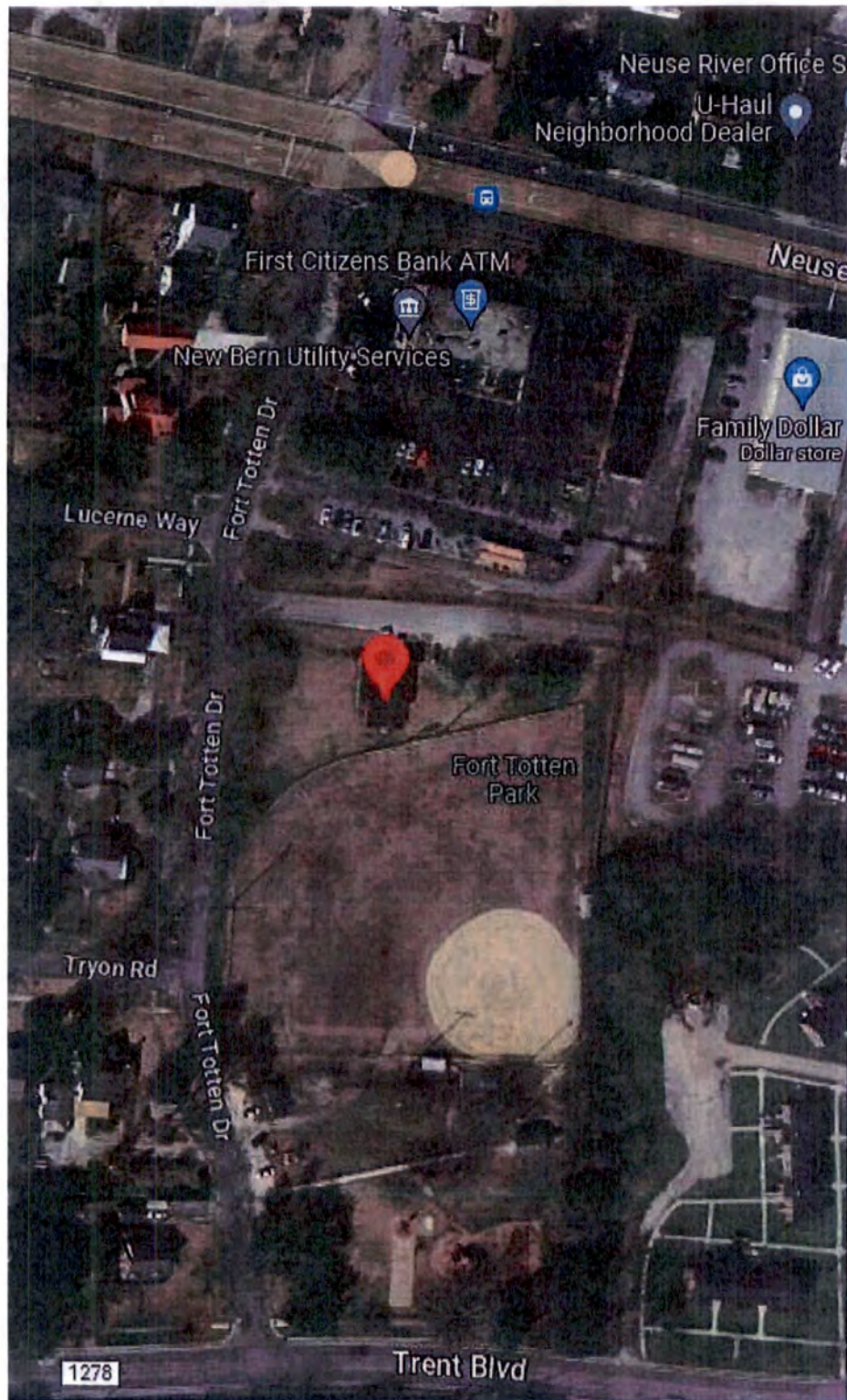
From: Mrs. Barbara Lee, Area Day Reporting Center Director

First, I would like to say thanks to the City of New Bern Mayor and Board of Aldermen for your continued support of Area Day Reporting Center throughout the years, allowing us to lease the building located at 500 Fort Totten Drive New Bern NC. This building has given us the opportunity to serve youths and their families with much needed intervention for many youths either on short- or long-term suspension from school, tutoring and summer programs. It is my desire to request the board approve to renew my lease currently.

If you have any questions, please contact me at 252-638-6542. Thanks for your consideration!

Sincerely,

Barbara Lee
ADRC Director



AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to Approve a Utility Relocation Agreement with NCDOT for Element No. 35601.2.4, Program No. R-4463A.

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing

Explanation of Item:	Agreement with NCDOT to reimburse the City of New Bern for engineering and construction services associated with the relocation of City owned electric facilities that conflict with improvements to the NC 43 connector from Hwy 17 Bus to US 70 in Craven County, North Carolina
Actions Needed by Board:	Execute NCDOT utility relocation agreement for Element No 35601.2.4, Program No. R-4463A.
Backup Attached:	Memo from Charles Bauschard, NCDOT Utility Relocation Agreement, Resolution, and location map.
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



NEW BERN
CITY OF NEW BERN
DEPARTMENT OF PUBLIC UTILITIES
210 Kale Road, P.O. Box 1129
New Bern, NC 28563-1129

TO: Mayor Jeffery Odham, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: NCDOT / Utility Relocation Agreement (Highway 43 Connector)

DATE: May 24, 2024

The North Carolina Department of Transportation (NCDOT) has requested the City of New Bern relocate City owned electric utilities for the purpose of constructing NCDOT Element No. 35601.2.4 / Program No. R-4463A to construct the NC 43 connector from Hwy 17 Bus to US 70 corridor in Craven County, North Carolina. The scope of work includes relocation of more than 2 miles of overhead and underground electrical distribution facilities that conflict with the NCDOT project, of which is reimbursable by NCDOT.

Staff requests consideration toward executing the attached Utility Relocation Agreement. This agreement establishes the utility's estimated cost of \$689,664.32 for engineering and construction services along with the terms for reimbursement by NCDOT.

RESOLUTION

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

That the Utility Relocation Agreement; NCDOT Element 35601.2.4, Program No. R-4463 A, known as NC 43 connector from Hwy 17 Bus to US 70 in Craven County, North Carolina, dated June 11, 2024 by and between the NC Department of Transportation and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 11TH DAY OF JUNE, 2024.

JEFFREY ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

UTILITY RELOCATION AGREEMENT

NCDOT HIGHWAY WBS ELEMENT NO. 35601.2.4
TRANSPORTATION IMPROVEMENT PROGRAM NO. R-4463A
COUNTY Craven

This agreement made this _____ day of _____, _____, by
and between the Department of Transportation, an agency of the State of North
Carolina, hereinafter referred to as the DEPARTMENT, and
City of New Bern _____ Inc. hereinafter referred to as the
COMPANY:

WITNESSETH:

**THAT WHEREAS, the DEPARTMENT will submit a project for
construction as follows:**

NC43 connector from Hwy17 Bus to US70

known as route NC43 in Craven County,
North Carolina to be designated as N.C. State Highway Project and/or WBS
Element 35601.2.4 (the "Project") and, WHEREAS, the construction of said
project will require certain adjustments to be made to the existing facilities of the
COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Relocation of overhead and underground electrical distribution facilities.

2. That any work performed under this agreement shall comply with DEPARTMENT's "NCDOT Utilities Accommodations Manual", and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation attached hereto as "Estimate of Relocation Costs" and incorporated herein by reference all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That pursuant to N.C. Gen. Stat. §136, et seq., the Department has the authority to acquire the Company's utility facilities upon which the Project will be constructed pursuant to the laws of eminent domain.

5. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

6. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

7. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

☒ **BY COMPANY'S REGULAR FORCE:** The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

☐ **BY EXISTING WRITTEN CONTINUING CONTRACT:** The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

☐ **BY CONTRACT:** The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

8. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the _____ day of July, 2025.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

☒ Materials are available and it is expected that work will be complete prior to highway construction.

☐ All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

☐ Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference

☐ Other (Specify)

9. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

- a. ☐ Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. ☒ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. ☐ On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

10. Indicate if (a) or (b) is applicable:

- a. ☒ That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. ☐ That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

11. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be _____ \$ 689,664.32

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be _____ \$ 689,664.32

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be _____ \$ 0.00

(The above costs shall be supported by attached estimate and plans)

12. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

13. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Regional Utilities Coordinator.

14. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

15. That upon reasonable, prior notice, the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

16. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

17. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the actual cost of same will be that of the DEPARTMENT.

18. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT

19. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

20. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

22. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

City of New Bern

(NAME OF COMPANY)

BY: _____

BY: _____

TITLE: City Clerk

TITLE: Mayor

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Form UT 16.8

Rev. 02/20/2021

10-25-19

TIP PROJECT: R-4463A

CONTRACT:

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventions Symbols



25% PLANS

STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

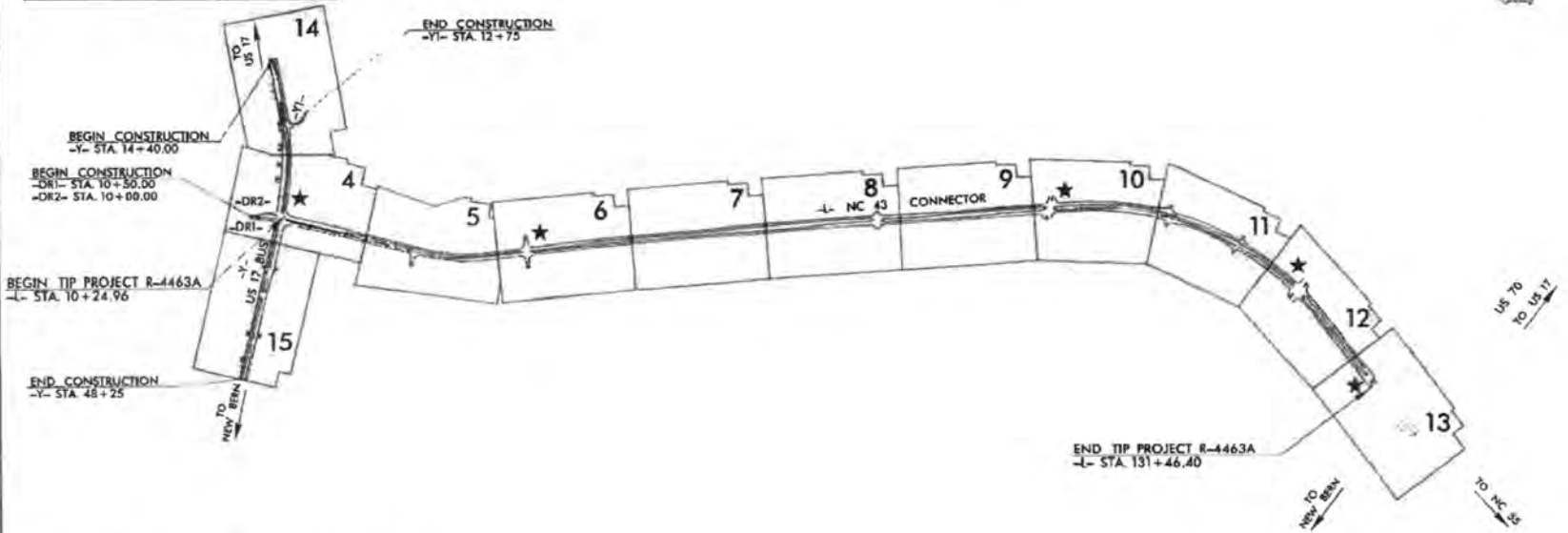
CRAVEN COUNTY

LOCATION: NC 43 CONNECTOR FROM
US 70 TO US 17 BUSINESS

TYPE OF WORK: GRADING, PAVING, DRAINAGE,
SIGNALS, & STRUCTURES



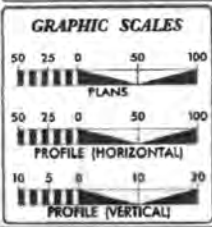
STATE	PROJECT NUMBER	SHEET	TOTAL
N.C.	R-4463A	1	
PLANS FILE NO.	P.A. FILE NO.	DESIGNER	
35601.1.93		PE	



NOTES:
THIS PROJECT HAS PARTIALLY CONTROLLED ACCESS.
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO
THE LIMITS ESTABLISHED BY METHOD III.

★ PROPOSED SIGNAL

INCOMPLETE PLANS
DO NOT USE FOR Bidding
UNLESS ALL SIGNATURES COMPLETED



DESIGN DATA
ADT 2025 = 22,000
V = 60 MPH
FUNC CLASS =
FREEWAY
STATEWIDE TIER

PROJECT LENGTH
LENGTH ROADWAY TIP PROJECT R-4463A = 2.296 MILES
TOTAL LENGTH TIP PROJECT R-4463A = 2.296 MILES
NCDOT CONTACT: HON YEUNG
DIVISION 2 - PROJECT ENGINEER

Prepared for the
North Carolina Department
of Transportation
In the office of:
PHILIP E. ROGERS, PE
PROJECT ENGINEER
ALEXANDER D. SNIDER, PE
PROJECT DESIGN MANAGER
RIGHT OF WAY DATE:
JUNE 2019
LETTING DATE:
DECEMBER 2021

HYDRAULICS ENGINEER
ROADWAY DESIGN
ENGINEER
SIGNATURE



PLT: DESIGNS, 4/15/2019
 USER: 4463A
 PLOT: 4463A, 4/15/2019



**ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF
NEW BERN, NORTH CAROLINA**

COST ESTIMATE

**FOR THE RELOCATION OF ELECTRIC
DISTRIBUTION FACILITIES
FOR THE FUTURE 43 CONNECTOR**

**NCDOT PROJECT NO. R-4463A TIP I.D.
NO. 35601.2.1**

North Carolina License No.: F-1217
4721 Hargrove Rd
Raleigh, North Carolina 27616
Phone: (919) 256-5900 | Fax: (919) 256-5939
www.pikeengineering.com

**ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF
NEW BERN, NORTH CAROLINA**

COST ESTIMATE

**FOR THE RELOCATION OF ELECTRIC DISTRIBUTION
FACILITIES
FOR THE FUTURE 43 CONNECTOR**

**NCDOT PROJECT NO. R-4463A TIP I.D. NO.
35601.2.1**

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SECTION 1

BACKGROUND AND SCOPE OF PROJECT

SECTION 1

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE

FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES FOR THE FUTURE 43 CONNECTOR

**NCDOT PROJECT NO. R-4463A TIP I.D. NO.
35601.2.1**

BACKGROUND AND SCOPE OF PROJECT

The North Carolina Department of Transportation (NCDOT) is widening Trent Creek Road from its existing two (2) lane configuration to a Four (4) Lane road between US Hwy 70 and Business Rt17. The project involves widening Highway 17 Business from the intersection of Rocky Run Rd and following Rte. 17 approximately one-half mile in an easterly direction. It also includes the widening of Trent Creek Road from the intersection of Rte. 17 to Rte. 43 connection.

The Electric Utilities Department of the City of New Bern, North Carolina, owns and operates 23kV/13.2 kV distribution facility along the project, which will be relocated to accommodate the widening and new roadway design. All the City's facilities are reimbursable for this project and relocation costs will be repaid to the City. The New Bern Electric distribution facilities relocation starts at -Y-Sta. 28+00 and extends along Bus 17 to -Y-Sta. 44+00. The City also has conflicts along Trent Creek Rd starting at the intersection of Trent Creek Rd and US 17 Bus and following along Trent Creek Rd to about -L- Sta. 37+00.

It was determined through discussions with the NCDOT that because the City's facilities need to be relocated to the West side of Trent Creek Rd facilities are reimbursable.

The project management and design responsibilities for this project were assigned to Pike Engineering in March 2018. Pike Engineering's scope was to review the project design to date, coordinate any design revisions required, prepare and submit the project Cost Estimate to NCDOT, acquire any necessary easements for construction of the relocated electric facilities not previously acquired by the NCDOT, provide construction crews with the necessary construction documents, coordinate the acquisition of project materials, and coordinate the relocation construction of the new electric facilities.

The original design for this project was to keep the existing electric utilities in their current configuration, with minor adjustments for the roadway. Once the hydro plan was developed, it was determined that the existing electric utilities, located on the east side of the roadway, would need to be moved to the opposite side of the road (the west side of the NC 43 Connector). This relocation caused rework in design and PUE requirements. The original PUE submitted for the electric was combined with the gas PUE because of wetlands issues. A crossing over a spillway caused more rework on design. It was then determined that minimum clearances for the electric lines were not being met with the design. This issue necessitated discussion with DOT on relocation of their C/A. After many discussions with the utility coordinator and DOT, agreement was made to have an AUE across the spillway and pond area, and to locate the City of New Bern's electrical facilities inside the State's Right of Way.

CAUTION:

Due to the proximity of existing and relocated overhead electric facilities to the roadway construction, the Electric Utilities Department of the City of New Bern does hereby notify the North Carolina Department of Transportation (NCDOT) and its contractors of the existence and danger of 23 kV high voltage electric overhead and underground facilities in the vicinity of this project. The NCDOT and its contractors must observe OSHA requirements (at a minimum) to maintain proper clearance to such facilities along with performing all construction activities in full compliance with the requirements of NCGS 95, Article 19A, the Overhead High Voltage Line Safety Act.

SECTION 2
ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF
NEW BERN, NORTH CAROLINA
COST ESTIMATE
FOR THE RELOCATION OF ELECTRIC DISTRIBUTION
FACILITIES
FOR THE FUTURE 43 CONNECTOR
NCDOT PROJECT NO. R-4463A TIP I.D.
NO. 35601.2.1

COST ESTIMATE BASIS

2. Cost Estimate Basis

- 2.1 All of the City of New Bern Electric facilities to be relocated on this project will be replaced-in-kind using similar materials of construction and current New Bern Electric Utilities construction standards. Relocated facilities will be of a similar functional capacity as the existing facilities and are therefore non-betterment facilities. Similarly, New Bern Electric Utilities will not be adding any additional work to the project scope so no "Additional Work" will be encountered.
- 2.2 All construction labor costs are based on bid labor contract unit pricing for like type of similar work. Pricing shown was taken from bid contract data or New Bern Electric labor costs adjusted by percentage based on the difference of their in-house costs and similar bid unit costs. New Bern Electric equipment costs are also incorporated into the costs.

Additionally, right-of-way clearing costs are included in this section of the estimate.

New Bern Electric crews will complete all overhead construction. HDD boring will be completed by a sub-contractor. The City's crews will complete underground construction after completion of the HDD work.

- 2.3 Contractor material costs are based on material quantities and cost taken from the City of New Bern Electric Work Order System. All materials will be purchased by the City of New Bern Electric through their standard purchasing process. The City of New Bern Electric will issue all materials for work on this project.

Existing materials removed from the project will be returned to the City of New Bern Electric for salvage, restocking, or disposed as junk.

- 2.4 All New Bern Electric facility designs incorporate clearances for and space on the poles for the attachment of NCDOT signal fiber optic, telephone, CATV, and New Bern Electric fiber optic cables.
- 2.5 Traffic control measures and coordination will be per the MUTCD and as approved by the NCDOT Resident Engineer for the project.
- 2.6 Due to the location of the proposed utility construction in relation to the existing and proposed roadway traffic lanes, New Bern Electric will limit their construction by lane closure restrictions provided by the NCDOT.
- 2.7 In order to facilitate a proposed new water line and drainage facilities along the project route, The City of New Bern Electric may be required to either set poles deeper than normal or hold existing poles during the pipe line installations. Costs for these requirements are not included in this Cost Estimate. Actual costs may be adjusted as required to assist the NCDOT's contractor and are considered necessary and chargeable to the project and reimbursable to the City of New Bern Electric.

SECTION 3

Estimated Construction Costs

COST ESTIMATE
FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES
FOR THE FUTURE 43 CONNECTOR NCDOT
PROJECT NO. R-4463A TIP I.D. NO. 35601.2.1
ESTIMATED CONSTRUCTION COSTS

3. Construction Cost Basis

Construction material costs reflected in this estimate are based on the City of New Bern Electric material cost including material overheads. Construction labor costs reflected in this estimate are based on the City of New Bern Electric construction historic labor times, plus equipment/vehicle costs.

The City of New Bern Electric will supply all materials for this project. The City's crews will complete all construction, other than horizontal directional drilling (HDD). Actual cost will be tracked and invoiced for reimbursement on this project.

SECTION 4

ESTIMATED NEW BERN ELECTRIC UTILITIES COSTS

COST ESTIMATE

**FOR THE RELOCATION OF ELECTRIC DISTRIBUTION
FACILITIES
FOR THE FUTURE 43 CONNECTOR**

**NCDOT PROJECT NO. R-4463A TIP I.D.
NO. 35601.2.1**

4. Estimated New Bern Electric Utilities Cost

In addition to the Construction Costs for this project, the New Bern Electric Utilities and its different departments have and will incur costs associated with the project. These costs are broken down into the following:

4.1 New Bern Electric Administration Costs

This category includes Departmental and Administration, Accounting and Purchasing estimated costs.

Estimated Administration Costs	\$	1,750.00
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4.2 New Bern Electric Engineering Costs

This category includes cost to date and anticipated in-house New Bern Electric Engineering Department Costs

Estimated Engineering Costs	\$	3,500.00
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4.3 Right-of-Way Department Administrative Costs

Although this right-of-way acquisition portion of this project is being handled through the Consulting Engineer, Pike Engineering there will be in-house departmental cost incurred for title searches, record keeping, recording and payment handling by New Bern Electric. These costs have been estimated below by the New Bern Electric Right-of-Way Department.

Right-of-Way Department Administrative Costs	\$	2,500.00
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4.4 Right-of-Way Clearing Cost

The New Bern Electric Right-of-Way Department has estimated the amount below as a payment total for rights-of-ways to be cleared by New Bern Electric for this project.

Right-of-Way Estimated Clearing Costs	\$	154,975.38
----------------------------------------------	-----------	-------------------

4.5 Horizontal Directional Drill- To be Subcontracted

The underground cable being relocated will be installed in conduit, to be provided by New Bern Electric. HDD and conduit installation will be completed by a subcontractor

Horizontal Directional Drilling Costs	\$	29,322.70
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SECTION 4A

CONSTRUCTION COSTS LABOR AND MATERIALS

PROPOSAL SUMMARY REIMBURSABLE

Install

Part 1	Pole	\$ 42,003.18
Part C	Three Phase Primary Pole Top Assembly Units	\$ 26,066.54
Part E	Guying	\$ 6,969.41
Part F	Anchor	\$ 8,039.88
Part G	Transformers	\$ 5,755.75
Part H	Grounding	\$ 12,649.36
Part J	Secondary Attachment	\$ 4,773.73
Part L	Conductor	\$ 177,113.27
Part M	Miscellaneous	\$ 24,511.14
Part UM	Miscellaneous Underground	\$ 33,607.19
Part UC	Three-Phase Cable Deadend Terminal Pole Underground Evacuation	\$ 44,966.91
Part 31	Traffic Control	\$ 16,962.50
TOTAL NEW CONSTRUCTION INSTALL		\$ 408,192.58

Removal

Part 1	Pole	\$ 6,270.38
Part C	Three Phase Primary Pole Top Assembly Units	\$ 8,778.53
Part E	Guying	\$ 5,434.33
Part F	Anchors	\$ 2,508.15
Part G	Transformer - Overhead	\$ 3,344.20
Part J	Secondary	\$ 3,826.91
Part L	Conductor	\$ 5,852.35
Part M	Miscellaneous	\$ 13,585.81
Part UM	Miscellaneous Underground	\$ 0.00
Part UG	Underground Units and Excavation	\$ 4,823.01
TOTAL REMOVALS		\$ 54,423.66
TOTAL UNITS		\$ 462,616.24

INSTALLATION ASSEMBLY UNITS-REIMBURSABLE

PART 1-POLE UNITS

SECTION P -POLE ASSEMBLY UNITS

A pole unit consists of one pole in place. It does not include pole-top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per ANSI (Example: 35/5 means pole 35 feet long, class 5.)

For Wood Poles: Species of Timber: Southern Yellow Pine

Part 1 -- POLE UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/Hr	Labor, Equipment & Materials	
55/2	2	\$434.66	1.5	\$656.00	\$ 292.34	\$ 1,746.50	\$ 3,493.00
50/2	9	\$434.66	1.5	\$756.00	\$ 292.34	\$ 1,846.50	\$ 16,618.50
45/3	12	\$434.66	1	\$420.00	\$ 292.34	\$ 1,147.00	\$ 16,058.00
35/4	1	\$434.66	1	\$226.00	\$ 292.34	\$ 953.00	\$ 953.00
60/2	1	\$434.66	1	\$969.00	\$ 292.34	\$ 1,696.00	\$ 1,696.00
TOTAL Part 1 -- Pole Units							\$ 42,003.18

INSTALLATION ASSEMBLY UNITS-REIMBURSABLE
PART C-THREE PHASE PRIMARY POLE TOP ASSEMBLY UNITS

A distribution pole top assembly unit generally consists of the insulator(s), crossarm(s), braces, and hardware, required to support the primary and neutral conductors, as indicated on the applicable drawing. It does not include the pole or other miscellaneous assemblies.

PART C -- THREE PHASE PRIMARY POLE TOP CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/ Hr	Labor, Equipment & Materials	
VC6-1EC	2	\$ 434.66	0.75	\$ 973.45	\$ 292.34	\$ 1,518.70	\$ 3,037.40
VC1LPA-EC	16	\$ 434.66	0.5	\$ 436.20	\$ 292.34	\$ 799.70	\$ 12,795.20
VC8STEC	3	\$ 434.66	1	\$ 1,018.58	\$ 292.34	\$ 1,745.58	\$ 5,236.74
VC1LP-EC	1	\$ 434.66	0.5	\$ 338.85	\$ 292.34	\$ 702.35	\$ 702.35
VC7SEC	1	\$ 434.66	0.5	\$ 531.37	\$ 292.34	\$ 894.87	\$ 894.87
TOTAL Part C -- Three Phase Primary Pole Top Construction Assembly Units							\$ 26,066.54

PART J -- SECONDARY CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/ Hr	Labor, Equipment & Materials	
J1EC	11	\$ 434.66	0.50	\$ 13.87	\$ 292.34	\$ 377.37	\$ 4,151.07
TOTAL Part J -- Secondary Construction Assembly Units							\$ 4,773.73

INSTALLATION ASSEMBLY UNITS-REIMBURSABLE
PARTS E AND F- GUYS AND ANCHORS ASSEMBLY UNITS

A guy assembly unit generally consists of the guy attachment, guy wire, guy wire attachment, grounding jumpers, attachment hardware, and guy marker all-inclusive or separate, dependent upon the unit noted, as indicated on the applicable drawing.

An anchor assembly unit generally consists of the anchor, of type and size indicated, including associated extensions and adapters as indicated on the applicable drawing.

PART E -- GUYING CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/ hr	Labor, Equipment & Materials	
E1-1FEC	10	\$ 217.33	0.5	\$ 86.75	\$ 292.34	\$ 341.59	\$ 3,415.85
E1-1EC	7	\$ 217.33	0.5	\$ 87.18	\$ 292.34	\$ 342.02	\$ 2,394.11
E3-10EC	10	\$ 43.47	0.05	\$ 8.25	\$ 292.34	\$ 25.04	\$ 250.40
TOTAL Part E -- Guying Construction Assembly Units							\$ 6,969.41

PART F -- ANCHOR CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/ Hr	Labor, Equipment & Materials	
F1-XEC	10	\$ 434.66	0.5	\$ 335.62	\$ 292.34	\$ 699.12	\$ 6,991.20
TOTAL Part F -- Anchor Construction Assembly Units							\$ 8,039.88

**INSTALLATION ASSEMBLY UNITS-REIMBURSABLE
PART H-GROUNDING ASSEMBLY UNITS**

A grounding construction assembly unit generally consists of the grounding conductor, ground rod, connectors, hardware, and clamps, as indicated on the applicable drawing.

PART H -- GROUNDING CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/ Hr	Labor, Equipment & Materials	
M2-1EC	10	\$ 434.66	0.5	\$ 69.68	\$ 292.34	\$ 433.18	\$ 4,331.80
M2-12EC	14	\$ 434.66	0.25	\$ 41.60	\$ 292.34	\$ 476.26	\$ 6,667.64

**INSTALLATION ASSEMBLY UNITS -
REIMBURSABLE
Part L- (OVERHEAD, NEUTRAL, & UNDERGROUND) CONDUCTOR
ASSEMBLY UNITS**

A conductor assembly unit consists of a number of feet of conductor or cable for primary voltage, secondary voltage or services in overhead or underground construction and as described on the applicable drawing/conductor list. In computing the compensation to the Bidder for conductor assembly units, only the horizontal distance between conductor supports or pole stakes shall be used for overhead conductor. Underground conductor assembly units include the conductor lengths up the pole for risers or into equipment such as transformers or switches. Conductor units also include units for conductor jumpers with connectors and conductor splices/sleeves as show on the applicable drawing/unit list. The conductor or cable sizes and types listed are the manufacturer's designation.

PART L -- CONDUCTOR CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours/ Ft	Materials/ Ft	Equipment/ Hr	Labor, Equipment & Materials/ Ft	
394.5 AAAC	10449	\$ 434.66	0.007	\$ 2.09	\$ 292.34	\$ 6.97	\$ 72,855.35
4/0 AAAC	3483	\$ 434.66	0.007	\$ 1.33	\$ 292.34	\$ 6.21	\$ 21,638.04
2ALTP	958	\$ 434.66	0.007	\$ 0.29	\$ 292.34	\$ 5.17	\$ 4,955.23
1/0 UG	1877	\$ 302.61	0.027	\$ 5.60	\$ 124.53	\$ 16.99	\$ 31,890.98
350 UG Cu	840	\$ 302.61	0.027	\$ 15.60	\$ 124.53	\$ 26.99	\$ 22,671.94
TOTAL Part L -- Conductor Construction Assembly Units							\$ 177,113.27

INSTALLATION ASSEMBLY UNITS- REIMBURSABLE

Part UM-MISCELLANEOUS UNDERGROUND ASSEMBLY UNITS

Transformer/Pedestal Connection Assembly Units

A pedestal and enclosure assembly unit consist of a primary or secondary junction enclosure (PJE or SJE) and associated enclosure spacers as indicated on the applicable drawings. Enclosures do not include grounding assemblies. Primary junctions do not include elbows or junctions to be installed in the enclosure. (See Section 19 - Conductor Attachment and Connection - Underground)

PART UM -- MISCELLANEOUS UNDERGROUND CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment	Labor, Equipment & Materials	
350 Elbow	3	\$ 164.21	\$ 1.33	\$ 518.44	\$ 124.53	\$ 903.43	\$ 2,710.28
1/0 Elbow	14	\$ 164.21	\$ 1.00	\$ 67.59	\$ 124.53	\$ 356.33	\$ 4,988.62
UM2-2EC	1	\$ 164.21	\$ 5.00	\$ 4,221.52	\$ 124.53	\$ 5,665.22	\$ 5,665.22
UM1-3EC	2	\$ 164.21	\$ 4.00	\$ 1,000.00	\$ 124.53	\$ 2,154.96	\$ 4,309.92
Trench	240	\$ 164.21	0.17		\$ 124.53	\$ 48.12	\$ 11,549.60
SUBTOTAL Part UM -- Miscellaneous Underground Construction Assembly Units							\$ 33,607.19

**INSTALLATION ASSEMBLY UNITS -
REIMBURSABLE
Part UC-CONDUCTOR ATTACHMENT AND CONNECTION ASSEMBLY
UNITS - OVERHEAD**

A conductor attachment and connection-overhead assembly unit consist of the attachment hardware and materials to attach/connect conductors, both primary, secondary and grounding to structures insulators on overhead poles or structures. This section includes the terminations for underground cables at an underground dip on a pole.

**PART UC -- THREE PHASE CABLE DEADEND TERMINAL POLE UNDERGROUND
EXCAVATION CONSTRUCTION ASSEMBLY UNITS (Continued)**

Unit No.	Unit of Measure	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment	Labor, Equipment & Materials	
UG2-4EC	2	\$ 299.44	\$ 6.00	\$ 2,956.00	\$ 208.44	\$ 6,003.22	\$ 12,006.44
UG1-3EC	3	\$ 299.44	\$ 4.00	\$ 675.85	\$ 208.44	\$ 2,707.33	\$ 8,121.99
UG3-2EC	1	\$ 299.44	\$ 8.00	\$ 14,910.27	\$ 208.44	\$ 18,973.23	\$ 18,973.23
						\$ -	\$ -
TOTAL Part UC -- Three Phase Cable Deadend Construction Assembly Units							\$ 44,966.91

Part 31-TRAFFIC CONTROL

Traffic Control includes the cost for subcontractor traffic control flagging and work zone setup each day as required and incudes off duty police/sheriff patrol escort or safety presence as determined by the contractor.

PART 31 -- Traffic Control (Continued)

Unit No.	Unit of Measure	UNIT PRICE				Extended Price (Labor and Materials)
		Labor	Materials	Equipment	Labor, Equipment & Materials	
Traffic Control	35	\$ 350.00			\$ 350.00	\$ 12,250.00
Police Officer	10	\$ 250.00			\$ 250.00	\$ 2,500.00
TOTAL Part 31 --Traffic Control						\$ 16,962.50

REMOVAL ASSEMBLY UNITS- REIMBURSABLE

PART 1- POLE UNITS

Part P - POLE ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
Pole Units							
55/2	4	\$ 434.66	0.50	\$ -	\$ 292.34	\$ 363.50	\$ 1,454.00
50/2		\$ 434.66	0.50	\$ -	\$ 292.34	\$ 363.50	\$ -
45/3	9	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 3,271.50
40/4	1	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 363.50
60/3	1	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 363.50
TOTAL Part 1 -- Pole Units							\$ 6,270.38

PART C- THREE PHASE PRIMARY POLE TOP CONSTRUCTION ASSEMBLY UNITS

PART C -- THREE PHASE PRIMARY POLE TOP CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
VC7SEC	2	\$ 434.66	0.50	\$ -	\$ 292.34	\$ 363.50	\$ 727.00
VC1LPA-EC	14	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 5,089.00
VC8STEC	3	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 1,090.50
VC1LP-EC	1	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 363.50
VC6-1EC	1	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 363.50
TOTAL Part C -- Two Phase Primary Pole Top Construction Assembly Units							\$ 8,778.53

PART E -- GUYING CONSTRUCTION ASSEMBLY UNITS (Continued)

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
E1-1FEC	6	\$ 434.66	0.25	\$ -	\$ 292.34	\$ 181.75	\$ 1,090.50
E1-1EC	8	\$ 434.66	0.25	\$ -	\$ 292.34	\$ 181.75	\$ 1,454.00
E3-10EC	8	\$ 434.66	0.25	\$ -	\$ 292.34	\$ 181.75	\$ 1,454.00
E2-2FEC	4	\$ 434.66	0.25	\$ -	\$ 292.34	\$ 181.75	\$ 727.00
TOTAL Part E -- Guying Construction Assembly Units							\$ 5,434.33

PART F -- ANCHOR CONSTRUCTION ASSEMBLY UNITS (Continued)

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
F1-XEC	12	\$ 434.66	0.25	\$ -	\$ 292.34	\$ 181.75	\$ 2,181.00
TOTAL Part F -- Anchor Construction Assembly Units							\$ 2,508.15

PART G -- TRANSFORMER CONSTRUCTION ASSEMBLY UNITS

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
109-1-5	4	\$ 434.66	1.00	\$ -	\$ 292.34	\$ 727.00	\$ 2,908.00
TOTAL Part G -- Transformer Construction Assembly Units							\$ 3,344.20

PART J -- SECONDARY CONSTRUCTION ASSEMBLY UNITS (Continued)

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor	Hours	Materials	Equipment/ Hr	Labor & Materials	
J1EC	17	\$ 434.66	\$ 0.25	\$ 14.00	\$ 292.34	\$ 195.75	\$ 3,327.75
TOTAL Part J -- Secondary Construction Assembly Units							\$ 3,826.91

PART L -- CONDUCTOR CONSTRUCTION ASSEMBLY UNITS (Continued)

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours/ Ft	Materials	Equipment	Labor & Materials	
394.5 AAAC	11775	\$ 434.66	0.0004	\$ -	\$ 292.34	\$ 0.28	\$ 3,280.04
4/0 ACSR	3925	\$ 434.66	0.0004	\$ -	\$ 292.34	\$ 0.28	\$ 1,093.35
2ALTP	2569	\$ 434.66	0.0004		\$ 292.34	\$ 0.28	\$ 715.62
TOTAL Part L -- Conductor Construction Assembly Units							\$ 5,852.35

PART M -- MISCELLANEOUS CONSTRUCTION ASSEMBLY UNITS (Continued)

Unit No.	No. of Units	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
M5-4EC	2	\$ 434.66	0.25		\$ 292.34	\$ 181.75	\$ 363.50
M5-7EC	3	\$ 434.66	0.25		\$ 292.34	\$ 181.75	\$ 545.25
M5-9EC	15	\$ 434.66	0.50		\$ 292.34	\$ 363.50	\$ 5,452.50
M5-6EC	6	\$ 434.66	0.25		\$ 292.34	\$ 181.75	\$ 1,090.50
Long Arm Lights	12	\$ 434.66	0.50	\$ -	\$ 292.34	\$ 363.50	\$ 4,362.00
TOTAL Part M -- Miscellaneous Construction Assembly Units							\$ 13,585.81

**PART UG -- THREE PHASE CABLE DEADEND TERMINAL POLE UNDERGROUND EXCAVATION
CONSTRUCTION ASSEMBLY UNITS (Continued)**

Unit No.	Unit of Measure	UNIT PRICE					Extended Price (Labor and Materials)
		Labor/ Hr	Hours	Materials	Equipment/ Hr	Labor & Materials	
UG2-4EC	2	\$ 434.66	1.50		\$ 124.53	\$ 838.79	\$ 1,677.57
UG1-3EC	3	\$ 434.66	1.00		\$ 124.53	\$ 559.19	\$ 1,677.57
UG3-2EC	1	\$ 434.66	1.50		\$ 124.53	\$ 838.79	\$ 838.79
TOTAL Part UG -- Three Phase Cable Deadend Construction Assembly Units							\$ 4,823.01

SECTION 5

ESTIMATED CONSULTANT ENGINEERING COST

Preliminary Design/Admin (Initial Review, site visit and kick off meetings. Meetings & Coordination with all federal, state, and local agencies, coordination with other utilities)	\$3500.00
Data Collection (ROW and PUE determination, Plan and profile field study, inventory of existing facilities.	\$5250.00
Design and cost estimate (Design Calculations to meet design and NESC requirements including guying requirements, conductor sag, and structure loading. Preparation of cost estimate and URA. Preparation of staking sheets. Material and installation specs. Bid documents.	\$14,000.00
Construction and Final Inspections (Preconstruction conference, Pole Staking, Construction observation and management, Final Inspection and Inventory of Construction	\$12,550.00
Total Contract Engineering Costs-	\$35,000.00

SECTION 6

CREDITS TO NCDOT

SECTION 6

Credits to NCDOT

6.1 Salvage Credits

As stated in Section 2 – Cost Estimate Basis, this estimate includes a salvage credit for the value of removed materials either sold as scrap or returned to the City of New Bern Electric stock for reuse. This includes items such as removed conductors, transformers, air break switches, brackets, or other items. Removed conductors were typically sold by type to a local scrap dealer by the pound and a salvage/scrap credit is shown in this section. The salvage credit shown for removed conductors is based on current scrap prices for metal as obtained from commercial scrap dealers in the area or under contract to the City of New Bern Electric. Estimated quantities and credit amounts may vary widely from estimates and will be adjusted in this final payment invoicing for this project.

6.1 Credit for Removed Conductors – Salvage

Salvage values per New Bern Electric contract with Recovery Material Recycling. for scrap metal recycling.

Conductor	Footage	Wt/Ft.	Weight	\$/lb.	Total
394.5 AAAC	12120	.3679	4459	.192	\$ 856.00
4/0 AAAC	4040	0.291	1176	.192	\$ 226.00
					\$ 1082.00

6..2 Credit for Removed Transformers

Transformers removed and not reused on this project are either returned to stock or disposed of by the City of New Bern Electric. Where transformers are returned to stock a salvage credit based on 90% of the purchased price, current stock price or calculated (indexed) material price based on age will be applied. Where transformers are to be sold or disposed of, a credit of \$10.00 per kVA is reflected in this Cost Estimate.

Transformers	Quantity	Stock Cost	X .90	Credit
1.5kVA	3			\$ 45.00

Total Credits for Transformers **\$ 45.00**

Summary of Salvage Credits

Credit for Removed Conductors	\$ 1082.00
Credit for Removed Transformers	\$
Returned to Stock	\$ 45.00
Total Salvage Credits to NCDOT	\$ 1127.00

6.3 Betterment Credit

This project is considered a replacement-in-kind project, thus there is no betterment or increased functional capacity in the relocated facility.

Betterment Credit	\$	0.00
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6.4 Additional Work Credit

New facilities will not be installed on this project in addition to the replacement-in-kind relocated electric facility.

Additional Work Credit	\$	0.00
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Summary of Credits to NCDOT

Credit for Salvage	\$	1127.00
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Credit for Betterment	\$	
-----------------------	----	--

Credit for Additional Work	\$	<hr/>
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Total Credits to NCDOT	\$	1127.00
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SECTION 7

SUMMARY OF ESTIMATED PROJECT COSTS

SECTION 7

SUMMARY OF ESTIMATED PROJECT COSTS

Estimated Construction Cost (Labor & Material)

Installed Assembly Cost	\$	408,192.58
Removal Assembly Cost	\$	54,423.66
HDD and Conduit Install Costs	\$	29,322.70
Transfer Assembly Cost	\$	_____ NA

Subtotal Construction Costs \$ 491,938.94

Estimated New Bern Electric Costs

New Bern Electric Administration Costs	\$	1,750.00
New Bern Electric Engineering Costs	\$	3,500.00
New Bern Electric Right-of-Way Dept. Admin. Costs (Prior Rights Research)	\$	2,500.00

New Bern Electric Right-of-Way Clearing Costs	\$	154,975.38
Subtotal New Bern Electric Costs	\$	162,725.38
Estimated Consultant Engineering Costs	\$	35,000.00
Subtotal Project Costs-Total Project	\$	689,664.32
Credits to NCDOT		
Salvage Credits	\$	1127.00
Betterment Credits	\$	0.00
Additional Work Credits	\$	0.00
Subtotal Credits to NCDOT	\$	1127.00
Total Project Cost to be reimbursed to New Bern Electric of the City of New Bern-	\$	688,537.32

SECTION 8

CONSTRUCTION SCHEDULE

**ELECTRIC UTILITIES DEPARTMENT OF THE
CITY OF NEW BERN, NORTH CAROLINA**

**Cost Estimate
For the Relocation of Electrical Distribution Facilities
For the Future 43 Connector**

**NCDOT PROJECT NO. R-4463A
TIP I.D. NO. 35601.2.1**

8. Construction Schedule

Construction Schedule

City of New Bern Right-of Way Acquisition	Complete
City Of New Bern Cost Estimate Approval	3/24/2020
City Of New Bern URA Approval	4/15/2024
City Of New Bern Material Acquisition	6/15/2024
Right-of-Way Clearing/Flagging	6/15/2024
Staking of Construction	6/22/2024
Construction of Utilities Start	7/08/2024

Project schedule is dependent on material deliveries, weather, traffic conditions, electric system circuit feed and loading capabilities, right-of- way acquisition and right of entry.

SECTION 9

NCDOT UTILITY RELOCATION AGREEMENT COMPUTATIONS

**ELECTRIC UTILITIES DEPARTMENT OF
THE CITY OF NEW BERN, NORTH
CAROLINA**

**Cost
Estimate
For the Relocation of Electrical Distribution Facilities
For the Future 43
Connector**

**NCDOT PROJECT NO. 35601.2.1
TIP NO. R-4463A**

NCDOT UTILITY RELOCATION AGREEMENT COMPUTATIONS

1. The total estimated cost of the work proposed herein, including all cost to the NCDOT and the City of New Bern Electric less any credit for salvage, is estimated to be:

Total Estimated Project Costs	\$	689,664.32
Section 7.3 – Credit for Salvage	\$	1,127.00
	\$	<u>688,537.32</u>

2. The estimated non-betterment cost to the NCDOT, including all cost less any credits for salvage, betterments, expired service life and additional work done by the City of New Bern Electric will be:

Total Estimated Project Costs	\$	689,664.32
Section 7.3 – Credit for Salvage	\$	1,127.00
Section 7.2 – Betterment Credit	\$	0.00
	\$	<u>688,537.32</u>

The estimated cost to the City of New Bern Electric including betterments, accrued depreciation and any additional work done by New Bern Electric will be:

Total Number 1 Above	\$	688,537.32
Total Number 2 Above	- \$	688,537.32
	\$	<u>0.00</u>

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to Approve a Utility Relocation Agreement with NCDOT for Element No. C.204695, Program No. R-5777C.

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing

Explanation of Item:	Agreement with NCDOT to reimburse the City of New Bern for engineering and construction services associated with the relocation of City owned electric facilities that conflict with improvements to US 70 highway in Craven County, North Carolina
Actions Needed by Board:	Execute NCDOT utility relocation agreement for Element No C204695, Program No. R-5777C.
Backup Attached:	Memo from Charles Bauschard, NCDOT Utility Relocation Agreement, Resolution, and location map.
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



NEW BERN
CITY OF NEW BERN
DEPARTMENT OF PUBLIC UTILITIES
210 Kale Road, P.O. Box 1129
New Bern, NC 28563-1129

TO: Mayor Jeffery Odham, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: NCDOT / Utility Relocation Agreement (Havelock Bypass to East Thurman Rd)

DATE: May 24, 2024

The North Carolina Department of Transportation (NCDOT) has requested the City of New Bern relocate City owned electric utilities for the purpose of constructing NCDOT Element No. C204695 / Program No. R-5777C to improve traffic flow on the US 70 corridor in Craven County, North Carolina. The scope of work includes relocation of more than 6 miles of overhead and underground electrical distribution facilities that conflict with the NCDOT project, of which is reimbursable by NCDOT.

Staff requests consideration towards executing the attached Utility Relocation Agreement. This agreement establishes the utility's estimated cost of \$734,505 for engineering services and the terms for reimbursement by NCDOT. A supplement to the URA for reimbursement of construction costs will be submitted to NCDOT after the engineering and design work is complete and construction costs are estimated.

RESOLUTION

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

That the Utility Relocation Agreement; NCDOT Element C204695, Program No. R-5777C known as US 70 in Craven County, North Carolina; dated June 11, 2024 by and between the NC Department of Transportation and the City of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 11TH DAY OF JUNE, 2024.

JEFFREY ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

UTILITY RELOCATION AGREEMENT

NCDOT HIGHWAY WBS ELEMENT NO. C204695

TRANSPORTATION IMPROVEMENT PROGRAM NO. R-5777C

COUNTY Craven

This agreement made this _____ day of _____, 2024, by

and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and

City of New Bern Utilities Department Inc. hereinafter referred to as the

COMPANY:

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

Limited access overpasses to improve traffic along the US 70 corridor. The project involves improvements from the Havelock Bypass to East of Thurman Road.

known as route US 70 in Craven County County,

North Carolina to be designated as N.C. State Highway Project and/or WBS Element C204695 (the "Project") and, WHEREAS, the construction of said

project will require certain adjustments to be made to the existing facilities of the

COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Six +/- miles of dual circuit overhead electric facilities to be relocated to make way for construction of the US 70 changes.

2. That any work performed under this agreement shall comply with DEPARTMENT's "NCDOT Utilities Accommodations Manual", and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation attached hereto as "Estimate of Relocation Costs" and incorporated herein by reference all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That pursuant to N.C. Gen. Stat. §136, et seq., the Department has the authority to acquire the Company's utility facilities upon which the Project will be constructed pursuant to the laws of eminent domain.

5. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

6. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

7. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

☒ **BY COMPANY'S REGULAR FORCE:** The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

☐ **BY EXISTING WRITTEN CONTINUING CONTRACT:** The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

☒ **BY CONTRACT:** The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

8. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the 1 day of Nov, 2024 .

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

☐ Materials are available and it is expected that work will be complete prior to highway construction.

☐ All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

☒ Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference

☐ Other (Specify)

9. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

- a. ☐ Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. ☒ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. ☐ On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

10. Indicate if (a) or (b) is applicable:

- a. ☒ That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. ☐ That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

11. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be _____ \$ 734,505.00

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be _____ \$ 734,505.00

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be _____ \$ 0.00

(The above costs shall be supported by attached estimate and plans)

12. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

13. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Regional Utilities Coordinator.

14. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

15. That upon reasonable, prior notice, the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

16. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

17. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the actual cost of same will be that of the DEPARTMENT.

18. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT

19. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

20. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

22. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

City of New Bern

(NAME OF COMPANY)

BY: _____

BY: _____

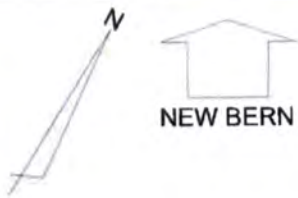
TITLE: City Clerk _____

TITLE: Mayor _____

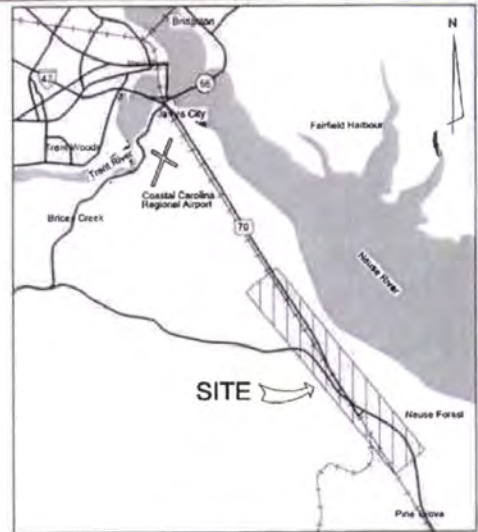
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Form UT 16.8

Rev. 02/20/2021



END
PROJECT



VICINITY MAP
NTS



SITE MAP

R5777-C

CITY OF NEW BERN

ELECTRIC UTILITY

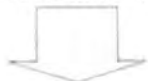
RELOCATION

DRAWING

LEGEND

- EXISTING —————
- REMOVE —————
- NEW —————

HAVELOCK



START
PROJECT

SCALE:
1"=1000'

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution to Approve an Agreement with HBK Engineering for Engineering and Design Services for US 70 Utility Relocation

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing

Explanation of Item:	Agreement with HBK Engineering, LLC to provide engineering and design services in support of relocating City owned electric facilities that conflict with improvements to US 70 highway in Craven County, North Carolina
Actions Needed by Board:	Execute HBK Engineering, LLC proposed services for engineering and design services in support of NCDOT utility relocation agreement for Element No C204695, Program No. R-5777C.
Backup Attached:	Memo from Charles Bauschard, HBK proposal, HBK response to RFP, RFP scoring, and location map.
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$685,750
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



NEW BERN
CITY OF NEW BERN
DEPARTMENT OF PUBLIC UTILITIES
210 Kale Road, P.O. Box 1129
New Bern, NC 28563-1129

TO: Mayor Jeffery Odham, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: Agreement with HBK Engineering, LLC to Provide Engineering Services in Support of NCDOT Utility Relocation Agreement.

DATE: May 24, 2024

The North Carolina Department of Transportation (NCDOT) has requested the City of New Bern relocate City owned electric utilities for the purpose of constructing NCDOT Element No. C204695 / Program No. R-5777C to improve traffic flow on the US 70 corridor in Craven County, North Carolina. The scope of work includes relocation of more than 6 miles of overhead and underground electrical distribution facilities that conflict with the NCDOT project, of which is reimbursable by NCDOT.

In response to the scope of work, staff solicited proposals for engineering and design services to assist in this matter. Based on qualifications and experience scoring criteria, staff recommend awarding the attached proposal for engineering and design services to HBK Engineering, LLC for the estimated amount of \$658,750.

RESOLUTION

WHEREAS, proposals were sought, received and evaluated for engineering and design services in support of NCDOT Utility Relocation Agreement Element C204695, Program No. R-5777C, known as US 70 in Craven County, North Carolina. After thoughtful evaluation, it was recommended that HBK Engineering be chosen based on qualifications and previous experience.

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

That the City Manager or his designee is authorized to execute on behalf of The City of New Bern a contract with HBK Engineering in the amount of \$658,750.00 and any change orders within the established project fund amount, for developing construction cost estimates as related to the NCDOT Utility relocation projects.

ADOPTED this 11th day of June, 2024

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

May 15, 2024

Josh J. Poston
T&D Manager – Electric Utilities
Department of Public Utilities – City of New Bern
210 Kale Road – PO box 1129, New Bern, NC 28563

RE: Havelock Bypass to Thurman Rd Relocation – NCDOT R-5777C

Dear Josh,

HBK Engineering, LLC (HBK) is pleased to have this opportunity to submit a proposal to the City of New Bern for Facility Relocation work associated with the Havelock Bypass to Thurman Rd NCDOT R-5777C Relocation Project located in New Bern, North Carolina.

Quanta's project team combines the strengths of well-known industry trusted individuals that have successfully undertaken design and construction support efforts of utility and electrical infrastructure projects throughout the United States. Our project team has been assembled with an emphasis on individuals with the appropriate design and installation backgrounds. They are uniquely qualified to navigate the design, planning, and construction of utility infrastructure projects. We are confident we have the resources and experience to provide The City of New Bern with a full package for the design & construction of the proposed electrical facilities.

Scope of Work

HBK Engineering will oversee distribution engineering, coordinate with roadway agency, and provide construction oversight to facilitate the relocation of existing distribution facilities, to accommodate NCDOT R-5777C roadway reconfiguration.

Estimated Engineering Cost

Estimated engineering services cost separated into the following task:

Task 1	Planning, Routing and Project Administration Project review and initiation. Initial site visit and kick-off meeting. Acquire original maps and plans. Manage correspondence and project budget.	<u>\$113,760.00</u>
Task 2	Identify City of New Bern Existing Facilities Acquire original maps and plans. Plot existing facilities on NCDOT plans to determine what is impacted.	<u>\$10,694.00</u>
Task 3	Inventory of Existing Facilities Field inventory of existing facilities to be affected.	<u>\$67,275.00</u>
Task 4	Preliminary Design and PUE Determination Route planning and layout for relocation of existing facilities and need for new facilities. Prepare preliminary design drawings. Review preliminary route and PUE with New Bern and NCDOT.	<u>\$31,740.00</u>

Task 5	Coordination with NCDOT and Other Facilities Meet and coordinate with federal, state, and local agencies. Coordinate with other utilities.	<u>\$75,096.00</u>
Task 6	Design/Calculations/Work Order Preparation Perform design calculations. Check code compliance. Prepare Staking Sheets. Recapitulate units from Staking Sheets.	<u>\$123,180.00</u>
Task 7	Construction Documents and Material List Prepare construction drawings per New Bern requirements. Prepare a list of materials including manufacturer and catalog number.	<u>\$51,735.00</u>
Task 8	NCDOT Cost Estimate – URA Prepare cost estimate, URA to be submitted to NCDOT. NCDOT has requested a URA with Engineering costs included. The URA will then be supplemented to include more accurate construction costs.	<u>\$16,840.00</u>
Task 9	Construction Contract and Bidding Prepare labor contract for construction of electric facilities. Prepare potential contractor's list for New Bern and prequalify contractors if desired by New Bern. Hold the bid opening for New Bern following all laws and regulations. Review bids and make a recommendation to the city.	<u>\$40,728.00</u>
Task 10	Special Plans / Installation Specifications Prepare construction plans to coordinate work schedule of the contractor. Develop installation material specifications for any non-standard work required by this project.	<u>\$7,642.00</u>
Task 11	Construction Management Respond to contractor questions. Prepare and approve change orders. Review contractor schedule progress.	<u>\$45,070.00</u>
Task 12	Pole Staking The NCDOT contractor will install pole and anchor stakes. The Engineer will review the location of the stakes in the field before poles are set.	<u>\$15,902.00</u>
Task 13	Project Closeout Perform a final review of project. Prepare record documents. Coordinate all project costs. Assist in preparation of final project invoice.	<u>\$59,088.00</u>
Total Estimated Engineering Costs		<u>\$658,750.00</u>

Our professional design engineering services for the scope of work described above will be performed on a Time and Expense basis.

Permit application fees will be included as pass-through charge plus a 10% financial carrying cost, accounting for the time delay between HBK's payment for the permit and reimbursement.

Key Personnel

HBK Engineering:

Scott DeChant

John Palmiter, P.E.

Additional details concerning Key Personnel can be provided upon request.

We would like to thank you again for the opportunity to provide a response to this RFP. Should you have any questions, or need additional information, please contact me at the information provided below.

Sincerely,

Scott DeChant
Senior Project Manager
sdechant@hbkengeering.com
(815) 545-2535

Cc: Marc L. Katz, P.E.
Director of Operations
mkatz@hbkengeering.com
(708) 955-3050

Please sign and return one original copy of this proposal to HBK as acknowledgment of your acceptance.

Engineer: HBK Engineering, LLC

Client: City of New Bern

By: Michael C. Tedeschi
Signature

By: _____
Signature

Name: Michael Tedeschi, PE

Name: _____

Title: Vice President

Title: _____

Date: 5/16/2024

Date: _____



NEW BERN

NORTH CAROLINA

**ELECTRIC UTILITIES DEPARTMENT OF THE
CITY OF NEW BERN, NORTH CAROLINA**

**COST ESTIMATE FOR THE RELOCATION
OF ELECTRIC DISTRIBUTION FACILITIES
HAVELOCK BYPASS TO THURMAN ROAD**

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

A QUANTA SERVICES COMPANY

North Carolina License No.F-1419
1210 Trinity Road
Suite 102
Cary, North Carolina 27513
Phone: 919-723-7262



**ELECTRIC UTILITIES DEPARTMENT OF THE
CITY OF NEW BERN, NORTH CAROLINA**

**COST ESTIMATE FOR THE RELOCATION
OF ELECTRIC DISTRIBUTION FACILITIES
HAVELOCK BYPASS TO THURMAN ROAD**

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

A QUANTA SERVICES COMPANY

I hereby certify this Cost Estimate document was prepared by me or under my direct supervision. I also certify I am a duly registered Professional Engineer under the laws of the State of North Carolina, PE Number 026501.



April, 2023
John W Palmiter. PE
HBK Engineering

**ELECTRIC UTILITIES DEPARTMENT OF THE
CITY OF NEW BERN, NORTH CAROLINA**

**COST ESTIMATE FOR THE RELOCATION
OF ELECTRIC DISTRIBUTION FACILITIES
HAVELOCK BYPASS TO THURMAN ROAD**

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

TABLE OF CONTENTS:

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3	Estimated Engineering Costs	10
4	Estimated Construction Costs	15
5	Estimated New Bern Electric Costs	32
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7	Summary of Estimated Costs	38
8	Schedule	41

SECTION 1

BACKGROUND AND SCOPE OF PROJECT

SECTION 1

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

BACKGROUND AND SCOPE OF PROJECT

The North Carolina Department of Transportation (NCDOT) is building limited access overpasses to help improve the traffic along the U.S. 70 Corridor. The project involves improvements from the Havelock Bypass to East of Thurman Road.

The Electric Utilities Department of the City of New Bern, North Carolina owns and operates 23kV/13.2kV distribution facilities along the project, which will be relocated as necessary to accommodate the new roadway configuration. All New Bern electric facilities cost for relocation are reimbursable for this project by the NCDOT. The New Bern electric distribution facilities relocation starts at -L-Sta. 10+00 and extends to -L-Sta. 348+00.

The project management and design responsibilities for this project were assigned to HBK Engineering (HBK). HBK's scope is to review the proposed design of the project, design the electric facilities, prepare and submit the Project Cost Estimate to NCDOT, acquire all necessary easements for construction of the relocated facilities not acquired by NCDOT, prepare bid documents, facilitate the bidding of the construction, coordinate the acquisition of project materials, and coordinate the relocation construction of the new electric facilities.

CAUTION:

Due to the proximity of existing and relocated overhead and underground electric facilities to the roadway construction, the Electric Utilities Department of the City of New Bern does hereby notify the NCDOT and its contractors of the existence and danger

of 23kV high voltage electric overhead and underground facilities in the vicinity of this project. The NCDOT and its contractors must observe OSHA requirements to maintain proper clearance to such facilities along with performing all construction activities in full compliance with the requirements of NCGS95, Article 19A, the Overhead High Voltage Line Safety Act.

SECTION 2

COST ESTIMATE BASIS

SECTION 2

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

COST ESTIMATE BASIS

All New Bern Electric facilities to be relocated on this project will be replaced in-kind using similar materials of construction and current New Bern Electric Utilities construction standards. Relocated facilities will be of a similar functional capacity as the existing facilities and are therefore non-betterment facilities. Similarly, New Bern Electric Utilities will not be adding any additional work to the project scope so no "Additional Work" will be encountered.

Due to design restrictions placed by NCDOT, some poles may have to be self-supporting, unguyed structures. Other utilities are being located in areas where New Bern would normally install guys to support poles under normal circumstances. Although these self-supporting structures are not considered standard construction, they are not considered betterment because New Bern was directed to use them instead of guys by NCDOT.

Similar to the need for self-supported poles, design restrictions may require the necessity for additional underground facilities. These facilities will be kept to a minimum but are also considered non-betterment and are fully reimbursable.

All construction labor costs are based on bid labor contract unit pricing for like similar work. Pricing shown was taken from bid contract data or New Bern Electric labor costs adjusted by a percentage based on the difference of their in-house costs and similar bid unit costs. New Bern equipment costs are also incorporated into the costs.

Right-of-Way clearing costs are not included in this estimate. Right-of-Way clearing is expected to be performed by the roadway contractor.

Material costs are based on material quantities and costs taken from the New Bern Work Order System. All materials will be purchased by New Bern Electric through their standard purchasing process. New Bern will provide all materials for work on this project. Existing materials removed from the project will be returned to New Bern Electric for salvage, restocking or disposal as junk.

New Bern Electric will supply all materials for this project. Construction labor may be done by New Bern Electric crews. If circumstances require the use of contract labor resources, we will create bid documents. Actual costs will be tracked and invoiced for reimbursement on this project.

New Bern Electric may elect to contract labor to provide special services they do not normally perform such as boring, traffic control, project coordination and management or other services that may arise.

All New Bern Electric facilities designs incorporate clearance for and space on the poles for the attachment of NCDOT signal fiber optic cables, telephone, CATV and New Bern Electric/Craven County fiber optic cables.

Traffic control measures and coordination will be per the MUTCD and as approved by the NCDOT Resident Engineer for the project.

Due to location of the proposed utility construction in relation to existing and proposed roadway traffic lanes, New Bern Electric will limit their construction to similar work zone requirements and limitations as those required for the NCDOT contractor.

In order to facilitate underground utilities and drainage along the project route New Bern Electric may be required to either set poles deeper than standard or hold existing poles during construction of other utilities. Costs for these requirements are not included in this Cost Estimate. Actual costs may be adjusted as required to assist the NCDOT contractor and considered necessary and chargeable to the project and reimbursable to New Electric.

The engineer for New Bern Electric was advised to submit a URA for the expected engineering design costs for the NCDOT project first. Then a supplement to the URA will be submitted when the design is complete and the construction costs for the project are better estimated. Therefore, the items in this initial version of the Cost Estimate do not include any costs for the construction portion of the project. At a later date a Supplement to the Cost Estimate and URA will include all estimated costs including design and construction.

SECTION 3

ESTIMATED ENGINEERING COSTS

SECTION 3

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C

ESTIMATED ENGINEERING COSTS

Estimated engineering services cost separated into the following task:

Task 1 Planning, Routing and Project Administration	<u>\$113,760.00</u>
Project review and initiation. Initial site visit and kick-off meeting. Acquire original maps and plans. Manage correspondence and project budget.	
Task 2 Identify City of New Bern Existing Facilities	<u>\$10,694.00</u>
Acquire original maps and plans. Plot existing facilities on NCDOT plans to determine what is impacted.	
Task 3 Inventory of Existing Facilities	<u>\$67,275.00</u>
Field inventory of existing facilities to be affected.	
Task 4 Preliminary Design and PUE Determination	<u>\$31,740.00</u>
Route planning and layout for relocation of existing facilities and need for new facilities. Prepare preliminary design drawings. Review preliminary route and PUE with New Bern and NCDOT.	

Task 5 Coordination with NCDOT and Other Facilities	<u>\$75,096.00</u>
Meet and coordinate with federal, state and local agencies. Coordinate with other utilities.	
Task 6 Design/Calculations/Work Order Preparation	<u>\$123,180.00</u>
Perform design calculations. Check code compliance. Prepare Staking Sheets. Recapitulate units from Staking Sheets.	
Task 7 Construction Documents and Material List	<u>\$51,735.00</u>
Prepare construction drawings per New Bern requirements. Prepare a list of materials including manufacturer and catalog number.	
Task 8 NCDOT Cost Estimate – URA	<u>\$16,840.00</u>
Prepare cost estimate, URA to be submitted to NCDOT. NCDOT has requested a URA with Engineering costs included. The URA will then be supplemented to include more accurate construction costs.	
Task 9 Construction Contract and Bidding	<u>\$40,728.00</u>
Prepare labor contract for construction of electric facilities. Prepare potential contractor's list for New Bern and prequalify contractors if desired by New Bern. Hold the bid opening for New Bern following all laws and regulations. Review bids and make a recommendation to the City.	
Task 10 Special Plans / Installation Specifications	<u>\$7,642.00</u>
Prepare construction plans to coordinate work schedule of the contractor. Develop installation material specifications for any non-standard work required by this project.	
Task 11 Construction Management	<u>\$ 45,070.00</u>
Respond to contractor questions. Prepare and approve change orders. Review contractor schedule progress.	

Task 12 Pole Staking**\$15,902.00**

The NCDOT contractor will install pole and anchor stakes.

The Engineer will review the location of the stakes in the field before poles are set.

Task 13 Project Closeout**\$59,088.00**

Perform a final review of project. Prepare record documents.

Coordinate all project costs. Assist in preparation of final project invoice.

Total Estimated Engineering Costs**\$658,750.00**

**City of New Bern
NCDOT R-5777C
Engineering Cost Estimate**

Task	Description	Personnel	Hours	Standard Hourly Rates	Fee
1	Planning, Routing and Project Administration <i>Project Review and Initiation. Initial Site Visit and KickOff Meeting. Manage correspondence and project budget to include monthly billing for City to NCDOT (Project expected to last 24 months)</i>	Program Manager Sr. Engineer Design Engineer	380 180 180	\$171 \$153 \$118	\$64,980.00 \$27,540.00 \$21,240.00
2	Identify City of New Bern Existing Facilities <i>Acquire original maps and plans. Plot existing facilities on NCDOT plans to determine impacted facilities.</i>	Program Manager Sr. Engineer Design Engineer	4 50 20	\$171 \$153 \$118	\$684.00 \$7,650.00 \$2,360.00
3	Inventory Existing Facilities <i>Field Inventory of all existing Facilities</i>	Program Manager Sr. Engineer Design Engineer	20 105 405	\$171 \$153 \$118	\$3,420.00 \$16,085.00 \$47,790.00
4	Preliminary Design & PUE Determination <i>Route Planning and layout for relocation of existing facilities and need for new facilities. Prepare Preliminary design drawings. Determine needed Permanent Utility Easement (PUE). Review with NCDOT and City of New Bern.</i>	Program Manager Sr. Engineer Design Engineer	10 150 60	\$171 \$153 \$118	\$1,710.00 \$22,950.00 \$7,080.00
5	Coordinate with NCDOT and Other Stake Holders <i>Meet and coordinate with Federal, State and local agencies. Coordinate with other utilities. Railroad Permits (4 crossings) Forest Service Permits (2 Parcels)</i>	Program Manager Sr. Engineer Design Engineer Permitting Coord.	6 180 165 220	\$171 \$153 \$118 \$123	\$1,028.00 \$27,540.00 \$19,470.00 \$27,060.00
6	Design/Calculations/Work Order Preparation <i>Perform design Calculations (Pole Foreman). Check code compliance. Prepare Staking Sheets. Recapitulate units from Staking Sheets.</i>	Program Manager Sr. Engineer Design Engineer	20 320 600	\$171 \$153 \$118	\$3,420.00 \$48,960.00 \$70,800.00
7	Construction Documents and Material List <i>Prepare construction drawings per New Bern Requirements. Prepare a list of materials including manufacturer and catalog numbers.</i>	Program Manager Sr. Engineer Design Engineer	5 240 120	\$171 \$153 \$118	\$855.00 \$36,720.00 \$14,160.00
8	NCDOT Cost Estimate - URA <i>Prepare Utility Relocation Agreement (URA) cost estimate. NCDOT has asked us to submit an original URA with Engineering Costs only. They want us to supplement the original URA when construction cost can be more accurately determined.</i>	Program Manager Sr. Engineer Design Engineer	20 80 10	\$171 \$153 \$118	\$3,420.00 \$12,240.00 \$1,180.00
9	Construction Contract and Bidding <i>Prepare labor contract for construction of electric facilities. Prepare potential contractor list for New Bern and prequalify contractors if desired. Hold the bid opening. Review bids and make a recommendation to the city.</i>	Program Manager Sr. Engineer Design Engineer	48 120 120	\$171 \$153 \$118	\$8,208.00 \$18,360.00 \$14,160.00
10	Special Plans / Installation Specifications <i>Prepare construction plans to coordinate work schedule of the contractor. Develop installation material specifications for any non-standard work required.</i>	Program Manager Sr. Engineer Design Engineer	2 40 10	\$171 \$153 \$118	\$342.00 \$6,120.00 \$1,180.00
11	Construction Management <i>Respond to contractor questions. Prepare and approve Change Orders. Review contractor schedule progress.</i>	Program Manager Sr. Engineer Design Engineer	10 160 160	\$171 \$153 \$118	\$1,710.00 \$24,480.00 \$18,880.00
12	Pole Staking <i>The NCDOT contractor will install the pole and anchor stakes. The Engineer will review the location of the stakes in the field before poles are set.</i>	Program Manager Sr. Engineer Design Engineer	2 40 80	\$171 \$153 \$118	\$342.00 \$6,120.00 \$9,440.00
13	Project Closeout <i>Perform a final review of project. Prepare record documents. Coordinate all project costs. Assist in preparation of final project invoice.</i>	Program Manager Sr. Engineer Design Engineer	48 240 120	\$171 \$153 \$118	\$8,208.00 \$36,720.00 \$14,160.00
TOTAL			4,750		\$858,750.00

SECTION 4

ESTIMATED CONSTRUCTION COSTS

SECTION 4

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

ESTIMATED CONSTRUCTION COSTS

Because this Cost Estimate is being created before the design is complete, we are estimating unit quantities based on review of existing facilities and an approximation of new facilities.

Due to phasing of the project, many temporary facilities will have to be constructed to serve utility customers until NCDOT removes the owner from the property. Units for these temporary facilities are estimated in the quantity of remove and install units.

All unit quantity totals are an estimate. The actual quantities will be used to adjust the URA either up or down when the design is complete and the temporary facilities are removed.

**ELECTRIC UTILITIES DEPARTMENT OF THE
CITY OF NEW BERN, NORTH CAROLINA
PROPOSAL SUMMARY
ELECTRIC DISTRIBUTION FACILITIES**

Install

			LABOR		MATERIALS
Part 1	Distribution Pole Units	\$	TBD	\$	TBD
Part 2	Distribution Pole Top Units	\$	TBD	\$	TBD
Part 3	Guy & Anchor Units	\$	TBD	\$	TBD
Part 4	Transformer Units	\$	TBD	\$	TBD
Part 5	Grounding Units	\$	TBD	\$	TBD
Part 6	Secondary Units	\$	TBD	\$	TBD
Part 7	Conductor Units	\$	TBD	\$	TBD
Part 8	Miscellaneous Units	\$	TBD	\$	TBD
Part 9	Switch Units	\$	TBD	\$	TBD
Part 10	Underground Units	\$	TBD	\$	TBD
Part 11	Traffic Control	\$	TBD	\$	TBD
TOTAL INSTALL		\$	TBD	\$	TBD

Removal

			LABOR		MATERIALS
Part 1	Distribution Pole Units	\$	TBD	\$	TBD
Part 2	Distribution Pole Top Units	\$	TBD	\$	TBD
Part 3	Guy & Anchor Units	\$	TBD	\$	TBD
Part 4	Transformer Units	\$	TBD	\$	TBD
Part 5	Grounding Units	\$	TBD	\$	TBD
Part 6	Secondary Units	\$	TBD	\$	TBD
Part 7	Conductor Units	\$	TBD	\$	TBD
Part 8	Miscellaneous Units	\$	TBD	\$	TBD
Part 9	Switch Units	\$	TBD	\$	TBD
Part 10	Underground Units	\$	TBD	\$	TBD
TOTAL REMOVAL		\$	TBD	\$	TBD
TOTAL ESTIMATED CONSTRUCTION COSTS		\$	TBD	\$	TBD

INSTALLATION ASSEMBLY UNITS

PART 1 – POLE UNITS

A pole unit consists of one pole in place. It does not include pole top units or other parts attached to the pole. The first two numbers indicate the length of the pole; the third number indicates the pole classification per ANSI.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 1 - Pole Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 2 – DISTRIBUTION POLE TOP UNITS

A distribution pole top unit generally consists of the insulator(s), crossarm(s), braces and hardware required to support the primary and neutral conductors as indicated on the applicable unit drawing. It does not include the pole or other parts attached to the pole.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
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			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 2 - Pole Top Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 3 – GUY AND ANCHOR UNITS

A guy unit generally consists of the guy attachment, guy wire, guy wire attachment, grounding jumpers, attachment hardware and guy marker all-inclusive or separate, dependent upon unit noted, as indicated on the applicable unit drawing.

An anchor unit generally consists of the anchor, of type and size indicated, including associated extensions and adapters as indicated on the applicable unit drawing.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
<u>Guys</u>			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
<u>Anchors</u>			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 3 - Guy & Anchor Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 4 – TRANSFORMER UNITS

A transformer unit generally consists of the transformer and its hardware as indicated on the applicable unit drawing. It does not include the pole top, secondary, service or grounding unit.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
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			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 4 - Transformer Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 5- GROUNDING UNITS

A grounding unit generally consists of the grounding conductor, ground rod, connectors, hardware and clamps as indicated on the applicable unit drawing.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 5 - Grounding Units						\$ -

INSTALLATION ASSEMBLY UNITS **PART 6– SECONDARY & SERVICE UNITS**

A secondary or service unit generally consists of any connector, hardware and needed for the installation of a secondary or service.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 6 - Secondary & Service Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 7 – CONDUCTOR UNITS

A conductor unit consists of one foot of conductor or cable for primaries, secondaries or services for overhead or underground construction as described on the applicable drawing or conductor list. In computing the compensation for conductor units, only the horizontal distance between conductor supports or pole stakes is used for overhead conductor. Underground units include the lengths up the pole for risers or into equipment such as transformers or switches. Conductor units also include jumpers and connectors and conductor splices/sleeves as indicated on the applicable unit drawing. The conductor or cable sizes and types listed are the manufacturer's designation.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 7 - Conductor Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 8 – MISCELLANEOUS UNITS

Miscellaneous units include, but are not limited to, outdoor lighting and associated hardware, arrestors, cutouts, brackets and insulators.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 8 - Miscellaneous Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 9 – SWITCH UNITS

Switch units include gang operated switches and reclosers for sectionalizing purposes.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 9 - Switch Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 10 – UNDERGROUND UNITS

Underground units include risers, switchgear, underground pedestals manholes, trenching and conduit.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 10 - Underground Units						\$ -

INSTALLATION ASSEMBLY UNITS

PART 11 – TRAFFIC CONTROL

Traffic Control includes the cost for subcontracting traffic control, flagging and work zone setup each day as required and includes off duty police/sheriff patrol escort or safety presence as determined by the city.

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
Traffic Control			\$ -	\$ -	\$ -	\$ -
Police/Sheriff			\$ -	\$ -	\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Install Total Part 11 - Traffic Control						\$ -

REMOVAL ASSEMBLY UNITS **PART 1 – POLE UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 1 - Pole Units						\$ -

REMOVAL ASSEMBLY UNITS

PART 2 – DISTRIBUTION POLE TOP UNITS

[illegible]

**REMOVAL ASSEMBLY UNITS
PART 3 – GUY AND ANCHOR UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
<u>Guys</u>			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
<u>Anchors</u>			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 3 - Guy & Anchor Units						\$ -

REMOVAL ASSEMBLY UNITS

PART 4 – TRANSFORMER UNITS

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 4 - Transformer Units						\$ -

REMOVAL ASSEMBLY UNITS

PART 5- GROUNDING UNITS

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 5 - Grounding Units						\$ -

**REMOVAL ASSEMBLY UNITS
PART 6- SECONDARY & SERVICE UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 7 - Secondary & Service Units						\$ -

**REMOVAL ASSEMBLY UNITS
PART 7 – CONDUCTOR UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
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			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 7 - Conductor Units						\$ -

**REMOVAL ASSEMBLY UNITS
PART 8 – MISCELLANEOUS UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 8 - Miscellaneous Units						\$ -

**REMOVAL ASSEMBLY UNITS
PART 9 – SWITCH UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 9 - Switch Units						\$ -

**REMOVAL ASSEMBLY UNITS
PART 10 – UNDERGROUND UNITS**

Unit No.	Qty.					Extended Price (Labor & Material)
		Labor	Extended Labor	Material	Extended Material	
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
		Total Labor:	\$ -	Total Material:	\$ -	
Removal Total Part 10 - Underground Units						\$ -

SECTION 5

ESTIMATED NEW BERN ELECTRIC COSTS

SECTION 5

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C

ESTIMATED NEW BERN ELECTRIC COSTS

In addition to the Construction Costs for this project, The New Bern Electric Utilities and their different departments will incur costs associated with this project. These costs are broken down as follows:

New Bern Electric Administration Costs

This category includes Departmental Administration, Accounting and Purchasing estimated costs associated with this project.

Estimated Administration Costs	\$25,255.00
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New Bern Electric Engineering Costs

This category includes anticipated in-house New Bern Electric Engineering Department costs associated with this project.

Estimated Engineering Costs	\$45,500.00
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Right-of-Way Department Administrative Costs

Although the Right-of-Way acquisition portion of this project is being handled through the Consulting Engineer, HBK Engineering, there will be in-house departmental costs incurred

for title searches, record keeping, recording and payment handling by New Bern Electric. These costs have been estimated below for the New Bern Electric Right-of-Way Department.

Estimated Right-of Way Administrative Costs	<u>\$5,000.00</u>
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<u>Total New Bern Electric Estimated Costs</u>	<u>\$75,755.00</u>
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SECTION 6

CREDITS TO NCDOT

SECTION 6

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C

CREDITS TO NCDOT

Salvage Credits

As stated in Section 2 – Cost Estimate Basis, this estimate includes a salvage credit for the value of removed materials either sold as scrap or returned to New Bern Electric stock for reuse. This includes items such as removed conductors, transformers, air break switches, brackets and other items. Removed conductors are typically sold by type to a local scrap dealer by the pound and a credit is shown in this section. The salvage credit shown for removed conductors is based on current scrap prices for metal as obtained from commercial scrap dealers in the area or under contract with the City of New Bern. Estimated quantities and credit amounts may vary widely from estimates and will be adjusted in the final payment invoicing for the project.

Conductor	Footage	Wt/Ft	Weight	\$/lbs.	Total
					\$ -
					\$ -
					\$ -
					\$ -
Total Salvage Credit for Conductor:					\$ -

Salvage values per New Bern Electric contract with Recovery Material Recycling, for scrap metal recycling.

Credit for Removed Transformers

Transformers removed and not reused on this project are either returned to stock or disposed of by New Bern Electric. Where transformers are returned to stock, a salvage credit based on 90% of the purchase price, current stock price or calculated (indexed) material price based on age will be applied. Where transformers are to be sold or disposed of, a credit of \$1.00 per kVA is reflected in the cost estimate.

Transformer Size	Quantity	Credit/kVA	Stock Cost	x0.90	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Credit for Removed Transformers:					\$ -

Betterment Credit

This project is considered a replacement-in-kind project, thus there is no betterment or increased functional capacity in the relocated facilities.

Betterment Credit **\$ 0.00**

Additional Work Credit

New Facilities will not be installed on this project in addition to the replacement-in-kind relocated electric facilities.

Additional Work Credit **\$ 0.00**

Summary of Credits

SUMMARY OF CREDITS TO NCDOT			
Credit Type	Conductor	Transformers	Total
Salvage			
Betterment			\$ -
Additional Work			\$ -
Total Credit to NCDOT:			\$ -

SECTION 7

SUMMARY OF ESTIMATED COSTS

SECTION 7

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C

SUMMARY OF ESTIMATED PROJECT COSTS

Estimated Engineering Costs

Task 1 Planning, Routing and Project Administration	\$113,760.00
Task 2 Identify City of New Bern Existing Facilities	\$10,694.00
Task 3 Inventory of Existing Facilities	\$67,275.00
Task 4 Preliminary Design and PUE Determination	\$31,740.00
Task 5 Coordination with NCDOT and Other Facilities	\$75,096.00
Task 6 Design/Calculations/Work Order Preparation	\$123,180.00
Task 7 Construction Documents and Material List	\$51,735.00
Task 8 NCDOT Cost Estimate – URA	\$16,840.00
Task 9 Construction Contract and Bidding	\$40,728.00
Task 10 Special Plans / Installation Specifications	\$7,642.00
Task 11 Construction Management	\$45,070.00
Task 12 Pole Staking	\$15,902.00
Task 13 Project Closeout	\$59,088.00
Subtotal Estimated Engineering Costs	\$658,750.00

Estimated New Bern Electric Costs

New Bern Electric Administrative Costs	\$25,255.00
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New Bern Electric Engineering Costs	\$45,500.00
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New Bern Right-of-Way Administrative Costs	\$5,000.00
--------------------------------------------	------------

Subtotal Estimated New Bern Electric Costs	<u>\$75,755.00</u>
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SUBTOTAL PROJECT ENGINEERING COSTS	<u>\$734,505.00</u>
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Estimated Construction Costs (Labor & Material)

Installation Assembly Unit Costs	TBD
----------------------------------	-----

Removal Assembly Unit Costs	TBD
-----------------------------	-----

Subtotal Estimated Construction Costs	TBD
----------------------------------------------	------------

Credits to NCDOT

Salvage Credit	TBD
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Betterment Credit	\$ 0.00
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Additional Work Credit	<u>\$ 0.00</u>
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Subtotal Credits to NCDOT	<u>TBD</u>
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TOTAL PROJECT COSTS TO BE REIMBURSED TO NEW BERN ELECTRIC	<u>TBD</u>
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SECTION 8

SCHEDULE

SECTION 8

ELECTRIC UTILITIES DEPARTMENT OF THE CITY OF NEW BERN, NORTH CAROLINA

COST ESTIMATE FOR THE RELOCATION OF ELECTRIC DISTRIBUTION FACILITIES HAVELOCK BYPASS TO THURMAN ROAD

**NCDOT PROJECT NO. C204695
TIP ID NO. R-5777C**

CONSTRUCTION SCHEDULE

City of New Bern URA Approval	May 2024
City of New Bern Material Acquisition	On going
Right-of-Way Flagging and Clearing	By NCDOT Contractor
Staking Poles Section 1	By NCDOT Contractor
Construction Start	November 2024

This Project Schedule is dependent on Roadway Design by others as well as material deliveries, weather, traffic conditions, electric system circuit feed and loading capacities, right-of-way acquisition and right of entry.

City of New Bern Grading Criteria for RFQ 20230081							
Engineering & Design Services for NCDOT Highway Widening Project							
	Criteria Per Section VII.4						
			Utility Engineering	HBK Engineering	LaBella Associates	DRG Technical Solutions	Pike Engineering Rgrid Power LLC
a.)	General Qualifications, Competence & Reputation of Firm (35 points)		15	30	15	25	25
b.)	Experience of Involved Staff (50 points)		35	45	20	35	40
c.)	Ability to Address Local Needs (35 points)		25	35	15	25	30
e.)	Availability (15 points)		12	15	5	7	12
f.)	Project Delivery Timeline (10 points)		2	10	0	5	6
	Overall Score (145 points possible)		89	135	55	97	113

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

A QUANTA SERVICES COMPANY



Response to:

City of New Bern
RFQ 20230081 – For Engineering and Design Services

Due: 1/17/2023 @ 4:00pm

Authorized Representative: Michael C. Tedeschi, PE
Vice President
mtedeschi@hbkengineering.com
630 230 3099
616 Enterprise Drive
Oak Brook, IL, 60523

City of New Bern
Josh Poston, Engineering Manager
Department of Public Utilities – Electric
PO Box 1129
New Bern, NC
28563

01/13/2023

Re: Response - *HBK Engineering, LLC – City of New Bern RFQ 20230081*

Mr. Poston,

We appreciate the opportunity to respond to the "*City of New Bern RFQ 20230081*" RFP for the City of New Bern. In the following document you will find our Team's response to provide engineering services requested in this RFQ. We are confident that HBK's reach and capability to provide successful project execution is further advanced by the depth of experience we have as part of the Quanta family of companies.

Our team of engineers, GIS/CAD designers, consultants, surveyors, and construction specialists is uniquely qualified in utility infrastructure engineering, mapping, surveying, and design. HBK has been providing utility infrastructure consulting services as follows:

- Gas and electric infrastructure design as an Engineer of Choice for the Exelon family (ComEd, PECO, BGE and PEPCO) both on Gas and Electric utility infrastructure.

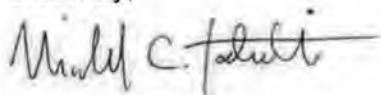
HBK's staff is comprised of individuals that have performed successful, safe, and efficient system electric and gas infrastructure designs inclusive of engineering and design team members through to construction specialists. HBK's approach to project work is built on the collective experiences of projects our team has performed.

HBK has performed work for many different clients in the energy market gaining vast experience in multiple different design, GIS and asset management platforms including AutoCAD, MicroStation, ESRI, GE Smallworld, AS8, Maximo and quite a few others. HBK's team is very versatile and quickly learns new systems as we have successfully proven time and again on new client systems.

The HBK team looks forward to the opportunity of working with the City of New Bern and are available to meet for interviews and demonstrations as may be required. HBK appreciates the opportunity to submit and would welcome an open dialogue around the topic of scheduling and pricing.

Included below my signature is all pertinent company information. If you have any questions on the included material or comments with respect to future negotiations, please do not hesitate to contact me.

Sincerely,



Michael C. Tedeschi, PE
Vice President
mtedeschi@hbkengineering.com
HBK Engineering, LLC
312 550 6052

OVERVIEW

HBK Engineering, LLC (HBK) is a fully licensed, professional engineering design firm with over 650 employees, with offices in Cary, NC, Chicago, IL, Lake Mary, FL, Austin, The Woodlands & San Antonio, TX, Tulsa, OK, CA, and Denver, CO. HBK is a full-service engineering firm offering civil, environmental, structural, electrical, and subsurface utility engineering, in addition to construction support services and permitting. Since our founding in 1999, we have built a reputation for outstanding, accurate service in extremely time-sensitive environments which led to our East Coast expansion and subsequent licensure to practice in 47 states. Our list of satisfied clients includes utility companies, construction firms, and municipalities nationwide. All projects receive the attention of our staff of Licensed Professionals, supported by our outstanding technical specialists, logistical and administrative project coordinators, and consultants.

HBK is a proven leader for the design, coordination, permitting and construction support of utility projects within urban centers such as Chicago, Philadelphia, Austin, and Los Angeles. We have successfully performed engineering for a complete spectrum of utility infrastructure projects, including but not limited to, gas, electric, water, sewer, and telecommunication applications. HBK's goal to push to the forefront of the utility industry has been accomplished with the help of the firm's progressive delivery of utility engineering methodology including surface geophysics, 3D Scanners, surveying technology including the use of survey-grade Global Positioning Systems (GPS) technology and Laser Scanning, non-invasive excavation techniques, CADD systems and Geographical Information Systems (GIS) mapping.

Dedication, teamwork, and quality are the cornerstones that have allowed HBK to enjoy lasting relationships with our clients, and we welcome all new clients with the same committed philosophy. We believe that the only formula for success includes safety, thoroughness, attention to detail, and a commitment to maintain the HBK Engineering standard. We approach all projects, large and small, with this in mind.

HBK knows that to provide the most comprehensive deliverable to any single utility, an Engineer must understand all utilities and how they interact with one another. While HBK has a vast understanding of the technical aspects of Utility Infrastructure, we also understand what drives the business of each individual utility. We know their customer base, their technical opportunities and constraints, their risks, and their challenges. This knowledge base allows HBK to approach each project for a single or for multiple utilities with consideration for how each utility operates, providing our engineering insight on where potential opportunities for efficiencies and cost savings might be gained, or where potential pitfalls or conflicts may be avoided. Our professional engineers and technicians are experienced and construction-oriented, each having spent their careers intimately involved in projects from planning and design through construction.

HBK Engineering has been ranked as an ENR Top-500 Engineering Firm, and in the top 50 Trenchless Design firms as reported by Trenchless Technology for 2017, 2018, 2019, 2020, and 2021.

LOCATION / LOCAL PRESENCE

- **Address:**

Headquarters
921 W. Van Buren
Chicago, IL
60607

Local Office
1210 Trinity Road, Suite 102
Cary, NC
27513

HBK's team will be working out of our Cary, NC and Lake Mary, FL offices.

DISTRIBUTION ENGINEERING DESIGN APPROACH

Quanta's Design Team's approach combines best practices in Subsurface Utility Engineering and Surveying / Field Data Collection with Electrical Distribution Design. The focus will be on a final deliverable that provides the successful collection and use of existing electrical and civil infrastructure for design input.

Quanta's Engineering Team keeps our work management strategy pared down to its an effective elegant form with properly trained and functioning design teams that allow for in-office people to interact directly with field staff. We have proven this effective by utilizing electronic data collection tools that are capable of porting that field collected information back to individuals in the office who are concurrently performing designs in near real time thus keeping the work flowing internally and field crews efficiently tasked externally. This approach also allows for individuals in the office to reach out to a field crew individual and ask them to take a quick trip back to the location to get one extra picture or confirm an additional piece of information without having to put the brakes on a design.

With the anticipated large volume of information that will be collected throughout this process, our team will develop a GIS Data management system to assist with the tracking of collected data and defined level of accuracy. The data collected could include distribution pole data / mapping, underground infrastructure information, imported point data, photos, field walk down data and notes, data sources, dates and times. This approach allows for our GIS based field / office design integration tool to ultimately become our workflow tool. The GIS data system could also serve as a temporary repository for collected documents and for generating initial shape files for use in design planning efforts. The GIS system will serve as a workflow tool for tracking and providing geographically based project status updates and reports.

This web-based GIS platform workflow tool provides for tracking and moves projects through various stages of completion so that project team members know when a project status changes to field work complete and that the ball is in the design teams court for activities to begin. Subsequent work flowing could include the review process, permitting processes, submittals to the City of New Bern through to final issuance for construction.

Our proposed implementation plan assumes that a visit to a piece of electrical infrastructure (pole line, equipment vault, cabling etc.) provides a wealth of information regarding the existing infrastructure. Our proposed approach to field data collection captures the location of the proposed pole / equipment, the pole attachments (both the City of New Bern and 3rd party), guy locations and the equipment mounted on a given pole as well as the location of the conduits risers that may be attached to the pole.

Our approach combines best practices in Engineering / Field Data Collection with Electrical Distribution Design, focusing on providing a useful electrical and civil infrastructure existing conditions for design input.

The team will perform a data collection activity as part of the field walkout scope to align with the permitting requirements for the project. As such, the team anticipates a 2-person field crew with utility topographic survey experience to confirm utility locations via Level 2 data collection. Following the field walkout, crews will upload data collected to the existing base drawing. A designer will add right-of-way information to the finalize the field walkdown deliverable.

The HBK team can provide cost-efficient design services in any type of project setting and utility environment, from rural roads to aerial utility pole lines, to urban centers with high density both above and below ground. Successful engineering begins with effective, efficient data collection. From pole lines to road rights-of-way, HBK has a wide range of tools and techniques at our disposal to safely collect the necessary data.

With field data in hand, HBK's team of Licensed Professional Engineers, Professional Land Surveyors, and utility design technicians and professionals leverage all available documentation of the project area, including utility atlases, survey plats, structural drawings, and other resources to transform the raw field data into accurate models of the existing environment. These drawings and models form the basis of all design that is to take place within the project area and are an invaluable resource for the construction contractor during the installation process.

HBK will review jurisdiction permit requirements and will develop a permit-ready drawing set, signed by an engineer in the State of North Carolina.

EXPERIENCE

HBK Design and Construction Support Capabilities For Electric Utilities

For reference HBK has Professional Engineers, Surveyors, Designers, GIS Designers and Landscape Architects licensed in multiple states. Below is a scope list that covers the typical scope we perform for clients in the Electric utility industry:

- Professional Engineering:
 - Feasibility studies for routing and placement of:
 - Overhead and underground infrastructure and substations
 - Civil, structural, and electrical designs for underground transmission, underground and overhead distribution.
 - Civil site design for substations and including grading, drainage, SWPP, erosion control, detention / retention, access roads etc.
 - Structural steel and foundation design for substation and transmission line structures.
 - Geotechnical exploration, testing, reports, and desktop studies.
 - Stormwater management, water shed evaluations etc.
 - Manhole and vault assessment: inspection and rehabilitation of structural condition of vault; condition of equipment contained within; thermography of utility equipment.
 - Tunnel inspection and design
 - Horizontal Directional Drilling (HDD) designs
 - Fiber optic installation designs.
- Landscape Architect
- Construction Engineering
 - Engineer's construction cost and schedule estimates
 - Installation observation:
 - installation inspectors; weld inspectors; resident engineers; construction managers; program management
 - Means and methods designs for: earth excavation support systems; concrete formwork and shoring systems; crane placement and lift plans; matting / cribbing / temporary access roadway designs for cranes and construction equipment
- Professional Land Surveying:
 - Topographic survey.
 - Underground utility base-mapping.
 - ALTA survey.
 - Easement description and creation, boundary, and easement evaluation in support of utility real estate group.
 - Construction staking and layout for distribution & transmission lines and substation installations.
 - Control network establishment and monitoring.
 - Benchmark establishment and monumentation.
 - Plats of subdivision, vacation, easement, and dedication.
 - FEMA Elevation Certificates.
 - Record survey of distribution & transmission lines and substation installations.
 - ROW development and evaluation.
 - 3-Dimensional survey scanning and modeling of existing infrastructure.
 - Settlement and ground movement plan establishment, implementation, and monitoring.
 - Vertical subdivision.
 - GIS data collection, management, and modeling.

- Work Order Creation, Construction Pouch Creation and Assembly
- Switching Request Generation / Outage Coordination
- Cut-over sequencing, Interruption, Conversion, Circuit Reconfiguration
- Manhole and Cable Training diagrams
- Geographic Information System (GIS) Services:
 - Spatially accurate GIS mapping of system infrastructure for underground and overhead infrastructure.
 - GIS infrastructure assessment management tool creation, data acquisition and work planning for system upgrades like cable replacement and infrastructure refurbishment.
 - GIS tool and software application development services.
 - System impact studies of various layered information for understanding impacts and interactions of different data sets within a given footprint.
 - Data management and maintenance
 - Location and alignment evaluation for proposed installations with respect to impact on selected areas.
- Permitting / community outreach
 - Various State DOTs
 - USACOE
 - USEPA and various state Environmental Protection Agencies
 - Various State Department of Natural Resources
 - National Pollutant Discharge Elimination System (NPDES)
 - Permit acquisition – State, County, Municipality, etc.
 - Town hall meetings and Local governing agencies as required
 - Construction installation permitting for client / contractor
- Record Incorporation of installation into Client Software Platform, GIS, and CAD Drawings
- Utility locating, "Watch Dog" and One-Call services
- Subsurface Utility Engineering (SUE)
 - Utility mapping
 - Vacuum truck test holes
- Utility Coordination during Public Improvement / DOT and other related projects

HBK Electric Experience Summary:

HBK has been working in the electric utility industry since 2004 with our first project being an underground 345Kv XLPE transmission line project in downtown Chicago for ComEd, since then we have grown into the provision of full design services for the Exelon family of companies first as a specialty consultant then on as an Engineer of Choice since 2012 (ComEd, PECO, BGE, PEPCO). In addition to providing services for that group HBK has been providing electric utility design services for ATC (2006), WeEnergies (2012), PPL (2011), Duke Energy (2018) IPL (2018), and Entergy (2021).

Distribution Automation (DA) 12kV and 34kV Reclosers:

HBK works to design both 12kV and 34kV DA Reclosers in the urban and suburban environments. These reclosers utilize Silver Spring's mesh network for communication and can isolate smaller sections of lines that lose power. These devices reduce the number of customers without power.

- 12kV - 778 switches
- 34kV - 15 switches

Equipment Vaults:

HBK works with New Business units to design new or upgrade existing services to customers based on their stated needs. These designs include vaults that house transformers, switchgear, and other equipment based on the required customer load. HBK can also provide the off-site civil and electrical design needed to route the cables from their existing locations to the new vaults.

- 75 new or updated building vault designs

New Business:

HBK works with New Business units in the Regions to design new or upgrade existing services to customers based on their stated needs. For example, in the cities of Chicago or Philadelphia, these designs are vaults that house transformers and switchgear based on the required customer load. HBK also provides the off-site civil and electrical design needed to route the cables and ductbanks from their existing locations to the new vaults.

- 640 underground connections
- 75 overhead or underground electrical designs for new customers

Storm Hardening and Grid Resiliency:

HBK works in support of Storm Hardening and Grid Resiliency Programs. These programs are focused on making system infrastructure more robust to reduce outages caused by overload or storms. Overhead lines are commonly re-routed underground or replaced overhead with a more robust system such as aerial cable.

- Underground cable – 142,000'
- Spacer cable – 260,000'
- Open wire – 332,000'
- Aerial cable – 5,900'

Automatic Metering Infrastructure (AMI) and Distribution Automation (DA) Radio Designs:

HBK works in support of DA and AMI Relay and Access Point Programs. These are Silver Springs Network (SSN) radios that create a mesh network to relay metering information back to the Client and are key components of the Smart Grid.

- 3,700 Radios Pole top, bracket-arm, fiberglass pole, and padmount installations

Summer/Winter Critical:

HBK works in support of the Summer and Winter Critical Programs. These programs are focused on shifting loads on feeders to reduce outages during peak usage months. New feeders might be added, or load balanced between other feeders based on historic usage.

- Underground cable – 118,000'
- Overhead wire – 40,000'
- Ductbank – 33,000'

NERC Resolutions:

HBK works to design distribution solutions for potential NERC concerns with transmission lines. These points of interest are determined to be potential concerns based on worst case scenario modeling. Modifying the existing distribution poles and lines is a more cost-effective option than the transmission lines. Often, a distribution pole can be reconfigured to lower the poles and wires, or it may need to be re-routed underground.

- HBK resolved 130 Distribution Points of Interest

Reliability Projects:

HBK works on a variety of Reliability Projects for several clients. These involve updating existing infrastructure so that it meets the most recent standards. This could involve Line Clearance locations, Osmose Pole Replacements, Aging Infrastructure Replacements (Potheads, etc.), and other Corrective Maintenance items that are identified in the field.

- 800 Resolved line clearance locations
- 69 underground conduit designs to aid in cable replacement
- 11 miles of underground cable replacement design
- 52 Pothead switches removed and replaced with new switches; lead cable replaced as well
- 50 live front transformer replacements
- 1200 poles addressed for 4kV to 12kV conversion
- 500 osmose pole replacements
- 388 TripSavers
- 1664 feeder walkdowns to identify potential failures and priorities
- 250 capacitor banks to aid in voltage optimization

System Planning & Configuration:

HBK work on System Planning and Configuration support for the Distribution Automation (DA) Program, Mainline Cable Replacement Program, and several large distribution projects. This involves performing system performance configuration analysis, determining sequence and coordination, developing switching orders, creating MANTIS requests, and provided packages to client for execution.

- 1,000's of 12kV and 34kv Distribution Automation Devices
- 1,000's miles of Mainline Cable Replacement
- 1,000's of miles of URD cable replacement or cable injection

Manhole Assessment Programs:

HBK works on manhole assessment programs for various clients. These programs involved HBK team members accompanying contractor electricians to each manhole to perform detailed assessments of all aspects of each structure, from cable and joint condition, thermography, environmental condition to structural condition. In addition, HBK performed the on-site assessments and work coordination.

- 40,000 manholes.

Underground Infrastructure Mapping Programs:

HBK works on manhole assessment programs for various clients. These programs involve HBK team members undertaking the mapping, locating, surveying, data management and updating of internal GIS systems for underground cable systems in conduit. The level of effort involved in this process includes the following.

- Over 1,100 miles of underground distribution infrastructure
- Over 200 miles of underground transmission infrastructure

Underground Transmission Projects:

HBK has provided Phase 1 routing studies, Phase 2 design and Phase 3 Construction Support for various underground transmission projects in locations ranging from urban to rural areas. We have performed designs for the following systems:

- HPFF: 69kV, 138kV and 345kV for a total over 15 miles
- XLPE: 69kV, 138kV, 161kV and 345kV for a total of over 50 miles
- HVDC and High Temperature Super Conductor studies for system implementation in dense urban environments.
- HBK additionally performed holiday repair program management and engineering for HPFF lines.

Solar Facility Engineering Support:

HBK has provided electrical design, structural design and review, civil site design, permitting acquisition, special use permit support, Phase 1 environmental site assessments, cultural resource coordination as well site feasibility analysis for a variety of solar installations across 49 individual projects. We have worked on projects ranging from 8 kW residential to 1.2 MW rooftop commercial to 2 MW community solar installations and have experience designing ground mount, roof mount and solar tree systems. Additionally, HBK has supported ComEd in performing Phase 1 scoping and Phase 2 design for distribution upgrades associated with 95 projects ranging from commercial rooftop solar to community solar projects.

Transmission Structure Installation Permits:

HBK has provided permitting support and permit acquisition for the installations of new pole as part of wood pole replacement program. Poles are being replaced with spun concrete poles or steel poles. This includes field visits, photo logging, the creation of permit plans and traffic control drawings.

SIMILAR SERVICES / REFERENCES

Type of Work Performed	Client Address Contact Phone	Location of Job	Contract Value
Electric Utility Distribution Infrastructure Projects			
GIS Mapping, Civil, Electric design & Data Management for ComEd's "Third Party Pole Attachments Program"	ComEd Daryl Richardson daryl.richardson@ComEd.com (773) 509-3740 3500 North California Ave Chicago, IL 60618	ComEd's Overhead System, Chicago Region	\$198K (on budget)
TDSIC Poly-wire Replacement Program - consisting of field walk downs to perform IKE-4 pole surveys, design, complete work requests, and Class 2 Estimates for the reconductoring of six 15kV Circuits totaling 26 miles and 1,200 poles of Poly-wire replacement with 477 ACSR cable.	IPL David Skeem david.skeem@aes.com (317) 261-3480 1230 West Morris Street, Office 204D Indianapolis, IN, 46221	IPL's service territory	\$1.13M
Osmose Pole Replacement Program - performing IKE-4 pole surveys, designs, and complete work requests for the identified poles in Indianapolis.	IPL Kevin Walker kevin.walker@aes.com (317) 261-8196 1230 West Morris Street, Office 204D Indianapolis, IN, 46221	IPL's service territory	\$40k
Survey, Electrical and Civil Designs, Construction Support and Permitting for over 400 Distribution Automation (DA) devices for ComEd's "Distribution Automation Recloser Program"	ComEd Roberto Fernandez Aquiles.fernandez@comed.com (630)437-2243 1 Lincoln Center Oakbrook Terrace, IL 60181	ComEd's entire service region, IL	\$2M
Electrical and Civil Engineering, Topographic Survey, Construction Support and Permitting to resolve about 130 locations associated with ComEd's "Distribution Solutions to NERC Points-of-Interest"	ComEd David Giuffre David.giuffre@exeloncorp.com (630)437-2260 1 Lincoln Center Oakbrook Terrace, IL 60181	ComEd's entire suburban service region, IL	\$500k
Electrical and Civil Engineering, Topographic Survey, Construction Support and Permitting for the installation of about 3,500 pole-top or ped-mount smart grid radios for ComEd's "Distribution Automation (DA) and Automatic Metering Infrastructure (AMI) Radios"	ComEd Christopher Collins Christopher.collins@exeloncorp.com (630) 437-3150 3 Lincoln Center Oakbrook Terrace, IL 60181	ComEd's entire service region, IL	\$3M
Phase 1 Assessment, Electrical and Civil Engineering, Topographic Survey, Construction Support and Permitting to address approximately 550 locations associated with ComEd's "Distribution System Modernization – Line Clearance"	ComEd Brandon Bauer Brandon.bauer@comed.com 1 Lincoln Center Oakbrook Terrace, IL 60181	ComEd's entire Chicago Region, IL	\$2M
Phase 2 and 3 civil and electrical design for the design of approximately 20 new distribution circuits for PECO Energy's "Peltz 13kv Distribution Substation Project"	PECO Energy Ed Veneziale, edward.veneziale@exeloncorp.com (215) 841-4000 2301 Market Street Philadelphia, PA 19103	Philadelphia, PA	\$260k
Phase 2 and 3 electrical design to convert 10 underground and overhead circuits from 4kV to 13kV that affected more than 23,000 LF of overhead conductor for PECO Energy's "Llanerch Overhead Distribution Project"	PECO Energy Robert Wrazen Senior Project Engineer Robert.Wrazen@exeloncorp.com 215.841.5781 2301 Market Street Philadelphia, PA, 19103	Delaware County, PA	\$900k

Type of Work Performed	Client Address Contact Phone	Location of Job	Contract Value
Phase 2 electrical design for a new 34kV recloser, including reconductoring and reprogramming an existing recloser for PECO Energy's Middletown-349 circuit.	PECO Energy Robert Wrazen Senior Project Engineer Robert.Wrazen@exeloncorp.com 215.841.5781 2301 Market Street Philadelphia, PA, 19103	Delaware County, PA	\$10k
Phase 2 electrical design for four new 13kV reclosers PECO Energy's Angora-132 circuit.	PECO Energy Robert Wrazen Senior Project Engineer Robert.Wrazen@exeloncorp.com 215.841.5781 2301 Market Street Philadelphia, PA, 19103	Delaware County, PA	\$14k
Osmose Pole Replacement Program - performing field inspection data collection pole surveys, designs, and complete work requests for the identified poles in Louisiana, Texas, and Arkansa.	Entergy Robert Fron Project Manager – Distribution 601-259-6810	Texas, Louisiana, and Arkansas	\$5M
Field inspection, electrical designs, construction support and permitting for over 200 Distribution Automation (DA) devices for Entergy's "Distribution Automation Recloser Program"	Entergy John Scapillato Project Manager 913-681-2881	Arkansas	\$750K
Entergy's Feeder Level Investment Program (FLIP) is a reliability enhancement program that involved upgrading trunkline distribution feeders across thirty-two (32) circuits in the Arkansas operating area. The scope of work included reconductoring, hardening, BIL improvements, feeder relocations, UG improvements, etc.	Entergy Drew Clem Sr. Manager, Project Management dclem@entergy.com 501-490-5688 5115 Thibault Road Little Rock, AR	Arkansas	\$10M
Duke Energy Pasadena Substation Optimization Project aimed to strengthen Duke's grid to withstand extreme weather conditions and enhance overall reliability through feeder hardening, lateral hardening, self-optimizing grid improvements, and the replacement of targeted assets such as fuses, switchgear, reclosers, poles, and transformers.	Duke Energy Jeff LaPratt Project Manager Jeff.LaPratt@duke-energy.com 727-485-3288	St. Pete, Florida	\$1.6M
Duke Energy Substation Optimization Program in their North Carolina operating areas. The program aimed to strengthen Duke's grid to withstand extreme weather conditions and enhance overall reliability through feeder hardening, lateral hardening, self-optimizing grid improvements, and the replacement of targeted assets such as fuses, switchgear, reclosers, poles, and transformers.	Duke Energy Jesse Mouring Project Manager Jesse.Mouring@duke-energy.com 864-293-1242	North Carolina Operating Area	\$10.5M

WORKLOAD

RESOURCE AVAILABILITY AND MANAGEMENT OVERSIGHT

The Project Team's assembled staff for supporting the required design efforts for the City of New Bern is readily available to start moving forward upon award of the contract.

As a full-service engineering firm, HBK and our partner teammates can build a team with a skillset that matches any program specific needs by pulling resources from a talent pool with experience in mechanical, electrical, structural, geotechnical and civil design, GIS design, subsurface utility engineering, land surveying, construction support, damage prevention, and permitting. We believe that a team should evolve with the changing demands of a program. Should a new area of expertise be needed we encourage every HBK employee to interact across disciplines and for teams to be agile in their makeup. With a companywide staff of nearly 650 individuals, HBK possesses the ability to draw from our pool of resources as workload dictates, as HBK has made a concerted effort to work towards our staff being cross trained across all the utility work that HBK offers.

The proposed Project Team can provide the required quality design, engineering, field, and consulting services on schedule and on budget. This is the cornerstone of our company that is driven by the work ethic of our team and approach we take to project work. Having worked with multiple different municipal and utility clients across the United States, we understand the needs of these types of projects and the commitment to required end dates that not only keep the project moving forward, but also keep our client's stakeholders informed.

HBK's experience across multiple markets has allowed us to develop a strong understanding and ability to provide sensible scheduling, budgeting, forecasting, and accruing for project work on short duration projects, as well as long term programs.

HBK's Team will work to streamline the approach and realize efficiencies in process that will be directly realized by the City of New Bern team as we provide our lessons learned back to the City of New Bern's staff to make sure everyone continues to improve as well as learn from the staff facilitating a collective environment for the entire team including project team members that could be other consultants and installation contractors.

At the inception of every project HBK's project leads will work with the City of New Bern project representatives to determine scope, schedule and budget for the project based on the project understanding at inception. HBK will proceed with the provision of project scope keeping the City of New Bern's project representative informed of the project's status at intervals determined with the City of New Bern ahead of time. Our team realizes the value of three-way communication for successful projects and practices this throughout our project timeline to work towards solutions that consider vested parties' involvement and input.

HBK's Team has adopted and refined a project philosophy which embraces a proactive approach in understanding the City of New Bern's requirements and providing quality deliverables. Since the founding of our company, this has been a cornerstone of HBK's culture.

PRODUCTION CAPABILITIES

With our dedicated project team proposed to support the City of New Bern's design needs, HBK will coordinate the required level of effort to provide quality deliverables on schedule and on budget from program inception. HBK's projected potential workload is based on the consistent provision of project work from the City of New Bern such that HBK can maintain the project team we assemble on a near full time basis. This would be so that HBK is not shifting resources on and off of provision of services for the City of New Bern due to light workload. If more workload is presented HBK's the City of New Bern team can quickly engage additional resources.

The Project Team's assembled staff is readily available to start moving forward upon award of the contract. If in the event additional resources are required to successfully complete the project work, our project leads can obtain resources and support from our combined staff of nearly 650 individuals. Having worked with multiple

different municipal and utility clients across the United States, we understand the needs of these types of projects and the commitment to required end dates that not only keep the project moving forward, but also keep our client's stakeholders informed. HBK's experience across multiple markets has allowed us to develop a strong understanding and ability to provide sensible scheduling, budgeting, forecasting, and accruing for project work on short duration projects, as well as long term programs.

PRODUCTION HISTORY

Through our previous partnerships we have learned that the variety and number of projects necessitates strong internal organization and procedures to ensure deliverables are produced on time and under budget. The role of our program managers requires ownership of the scope of work, budget, changes, schedule, resources, and client reporting. For any HBK manager, the focus is on guiding projects through our client's processes in an efficient manner that exceeds expectations.

HBK believes that transparency and communication are essential in building a long-lasting relationship with our clients. Tracking documents make it easy to provide real-time reporting and form the framework for client collaboration should unexpected circumstances necessitate project changes.

Below is an example of a Program Tracker that is in use for other design work, simplified for display purposes. Trackers such as this provide a high-level overview of performance, identify potential issues in advance, and ensure accountability for managers and designers. They also help shepherd a project through the various stages to completion.

HBK Job No.	SWG Job No.	SWG Project Title	SWG Originator	Date Received	Date Due	Date of Initial Submission	Date(s) of Comments / Final Five Request	Date(s) of Updates	Designer	QA	Date Invoice Sent
19-0869	WR 3874399	Blue Diamond	Amanda Henderson	8/6/2019	8/13/2019	8/9/2019	0/9, 10/27, 1/9, 1/2/	9/3, 1/10, 1/22	SD/JS	SD/JS	15/2019, 2/17/20
19-0951	WR 3902722	S Jones and Pyle	Amanda Henderson	8/22/2019	8/29/2019	8/28/2019	10/15/2019	10/17/2019	LS	SD/JS	11/25/2019
19-1018	WR 3891620	Valley Vista Parcel 3.4	Amanda Henderson	1/13/2020	1/13/2020	work connection	4, 3/30, 4/29, 5/7, 5/15, 4/1, 5/1, 5/8, 5/1	LS/RO	JS		2/17/2020
19-1033	WR 3914743	S Treville Ct	Jordyn Penniman	9/9/2019	9/18/2019	9/17/2019	9/18/2019	019 (design), 9/23/	RO	SD/JS	10/16/2019
19-1129	3923332	Credit One Phase 2 Building	David Friedlander	9/27/2019	10/4/2019	10/3/2019	1, 5/14, 6/17, 7/14, 7/15, 5/14, 6/21, 7/15,	LS/RO	JS/SD		1/25, 2/23, 7/1
19-1194	3927268	Executive Airport Crossing	Jordyn Penniman	10/11/2019	10/22/2019	10/18/2019	10/21, 10/23, 12/16/2019, 10/25, 12/18	LS	JS		11/25/2019
19-1195	3923624	C Elysian at the Palms	Iori Dickey	10/11/2019	10/18/2019	10/17/2019	10/24	10/28	SD	JS	11/25/2019
19-1258	3933673	William E. Ferron Elementary School Replacement	David Friedlander	10/22/2019	10/29/2019	10/28/2019	10/31/2019		LS	SD/JS	11/25/2019
19-1361	3938116	S Tropical and Lawrence	Jordyn Penniman	11/6/2019	11/15/2019	11/15/2019	11/18/2019	11/18/2019	JS/LS	SD	11/25/2019
19-1392	3938392	S Lynmar	Amanda Henderson	1/12/2019, 1/21/20	1/28/2020	1/28/2020	3/2, 6/30, 7/27	3/3, 7/2, 7/28	LS	JS	2/17/2020
19-1433	3943255	Replace NCDP Service at 4928 E Lake Mead Blvd	Jamie Harsh	11/19/2019	12/5/2019	11/25/2019	12/3/2019	12/5/2019	LS	JS	12/16/2019
19-1533	3958549	BASIC RD 2 STL MAIN REPLACEMENT LEAD TO	Kirk Dorman	12/12/2019	12/26/2019	12/24/2019	30, 1/2, 1/3, 1/16, 1/2, 1/3, 1/6, 1/17, 1/		SD	JS	1/16/2020
19-1554	3921589	Tresor Phase 1	Justin Martinez	12/19/2019	1/2/2020	1/2/2020	1/6, 5/21, 7/8	1/6, 5/26, 7/13	LS	JS	1/16/2020
20-0043	3845848	Stephanie Commerce Center	Justin Martinez	1/13/2020	1/20/2020	1/17/2020	2/6, 3/30, 9/22	2/6, 4/1, 9/22	SD/RO	JS	2/17/2020

For reference:

- HBK recently ramped up for IPL with 12 people trained on projects effectively up and running on real project work in 4 weeks' time. Our initial team then increased to a team of over 20 people over 6 months resulting in HBK being one of the very top performers out of 10 consulting firms.
- HBK is currently rated the highest quality distribution EOC on the two Exelon companies we are currently assigned, ComEd and PECO as we were able to grow to support that effort to Exelon involving more than ½ of HBK's entire staff.
- When a PECO DA program had an increased need last year, we added nearly a dozen staff members from HBK's Midwest office teams as well as hired individuals into these offices to successfully hit delivery dates requested by PECO.
- HBK has successfully added over 100 full time employees to our company in less than a year to meet previous engagements or programs with large personnel requirements.
- The benefit to bringing on our teammates affords us all to successfully contribute to the overall program with our respective staff while developing new team members as we become further engaged in the City of New Bern's system.

Management Systems

HBK utilizes Deltek Vision V7.6 as our Enterprise Resource Planning (ERP) platform to improve and enhance our project control and management tools. HBK's project manager develops, as a project may dictate a detailed Work Breakdown Structure within Deltek for each project that aligns with the project milestones / deliverables. In addition, project resource and labor histograms can be created in Deltek's Planning Module that is based on the project schedule. Deltek's Earned Value Management tools provide real-time budget analysis throughout the project, including resource availability to manage the workflow assignments and ensure resource utilization is maximized. HBK's project managers and team leads can have dashboards configured on their home screen to display critical budget and schedule performance metrics. These tools assist in the development of "look ahead" schedule forecasts that HBK has utilized to provide our clients with an advanced look at what projects are approaching the review stage, so they can manage the review workload coming back into their internal team. Additionally, HBK utilizes the suite of Microsoft Office products to handle project coordination and communication, as well as P6 and Microsoft Project for scheduling activities. If interested, HBK can set up a project workflow model in our web-based GIS platform that allows for high level and detailed views of a project in spatial format. HBK is also intimately familiar with working within a client's specific mainframe and asset management systems.

Cost Controls

Controlling costs and adhering to the project schedule are key responsibilities for all team members. HBK has significant experience in controlling and reducing costs for utility infrastructure projects. Combined with defining the project goals through continuous stakeholder involvement the project team aims to reduce costs by maximizing efficiencies in all phases of project implementation from inception to completion.

Key Performance Indicators

HBK can work with the City of New Bern team to develop KPI's for the overall process which could include items such as timely receipt (actual vs planned) of responses to assigned work acceptance, posted documents, redline update submission schedule adherence, quality of postings and other topics across the body of work performed for the City of New Bern under this scope. This could be implemented such that on a monthly, quarterly, yearly, or other timeline requested by the City of New Bern. The performance of the program and projects within the program could be tracked and kept in line for comparison against HBK's internal metrics as well as against the performance of the City of New Bern's other consultants.

Schedule

Because of the commitments to the project stakeholders, maintaining a planned schedule becomes a critical component. Due to the complex nature of these types of projects, the project team must be able to quickly identify and respond to project adjustments and modifications. Whatever the change may be the project team's experiences have afforded our staff to successfully adjust to variable conditions while driving project schedules. Our success with utility infrastructure projects has given the project team the experience necessary to identify these potential schedule impacts early in the project and develop solutions to these potential impacts before they can affect the schedule.

HBK recognizes the need to carefully track and update design schedule status continually to provide the most accurate information so that budgeting can be planned appropriately. The previously mentioned tools help to ensure that the schedule is adhered to, and any foreseen deviations are clearly communicated in a timely fashion to all project stakeholders. This information will be communicated on a regular basis to the City of New Bern team as well as providing real time updates of changes as they occur to keep the City of New Bern team informed allowing for potential adjustments in other areas of operation within the City of New Bern as may be affected by schedule change.

***Proposed Project Schedule**

Preliminary Planning Kick-off meeting with the City of New Bern. Acquire existing maps and plans. Determine prior rights.	March 6, 2023 (3 Weeks)
Prepare UPEA Utility Preliminary Engineering Agreement. Prepare Engineering Budget for NCDOT approval.	March 27, 2023 (2 Weeks)
Field Inventory Inventory all existing CONB facilities in the project area.	April 17, 2023 (2 Weeks)
Preliminary Design Draw existing facilities on NCDOT base maps. Select preliminary line route. Determine PUE requirements.	May 1, 2023 (1 Month)
Design Development Draw new facilities on NCDOT base maps. Finalize line route. Design calculations. Create construction documents.	June 5, 2023 (6 Weeks)
Construction Contract and Bidding Create Construction Contract. Pre-qualify bidders. Put out Bid Package. Bid evaluation and recommendation.	July 17, 2023 (2 Months)
Prepare URA Utility Relocation Agreement. Prepare Construction Budget for NCDOT approval.	July 17, 2023 (2 Weeks)
Construction Management Provide construction observation as needed.	October 2, 2023 (12 Months)
Project Closeout Final review of project. Prepare record documents. Coordinate project costs.	October 7, 2024 (8 Weeks)

* This schedule is very preliminary and subject to change based on several variables (ie: Actual complexity of the project, NCDOT schedule, R/W availability, weather, etc.)

ORGANIZATIONAL CHART / RESUMES**Executive Support**

Michael C. Tedeschi, PE – Vice President

Program Manager

Paul Martinez, PE

Project Lead

John Palmiter, PE

Design Team

Robel Ghebremedhin

Elexis Eubanks

Hunter Herrold

Jacob Nester

*Additional resources can be added to facilitate project needs and successfully deliver quality projects. The provided team would be augmented by additional team members as workload increases. *



VICE PRESIDENT

**MICHAEL C.
TEDESCHI, P.E.**

YEARS OF EXPERIENCE: 15

GET IN CONTACT

312.253.1800 x1804

mtedeschi@hbkengineering.com

2101 W Carroll Ave, Chicago, IL 60612

www.hbkengineering.com

KEY QUALIFICATIONS

Michael Tedeschi is a Division Lead for HBK Engineering, LLC. Michael Tedeschi's responsibilities include management of the HBK Engineering staff performing utility engineering consulting services with power and telecommunications utility clients. He has experience in project management, project design, topographical survey, freight tunnel survey, and construction layout survey. He has managed key projects and programs including: The City of Chicago Central Business District Mapping Initiative, Commonwealth Edison Vault Roof Replacement Program, Commonwealth Edison Burnham-Taylor Underground Transmission Line Project, and the Commonwealth Edison Energy Infrastructure Modernization Act (EIMA) Manhole Assessment and Mainline Cable Replacement Program.

EDUCATION

B.S., Civil Engineering
University of Iowa (2005)

CERTIFICATIONS & CONTINUING EDUCATION

- State of Illinois Licensed Professional Engineer (No. 062-082706)
- 8-Hour Confined Space Training
- First Aid and CPR Training
- CTA Rail Safety Training
- Amtrak Rail Safety Training
- FERC Standards of Conduct
- Excavation Safety and Competent Person Training

WORK EXPERIENCE

Project: Entergy Wood Pole Replacement Programs | Client: Entergy

- Operational Leadership for the design of over 2,500 distribution poles across the Texas, Arkansas, and Louisiana operating areas of the Entergy distribution system. The scope of work for the program included field data collection, detailed design and material requisition, permitting coordination, and work order close out. The Engineering Team consisted of a field staff of twelve (12) members and a design and management team of twenty-five (25) members.

Project: Entergy Feeder Level Investment Program (FLIP), Arkansas | Client: Entergy

- Operational Leadership for the reliability improvement design of 32 feeders within the Entergy's operating area in the state of Arkansas. The scope of work for the program included field data collection, detailed design and material requisition, permitting coordination, and work order close out associated with equipment replacement, line reconductoring projects, line rebuild projects, overhead to underground conversion projects, and wood pole replacement projects. The Engineering Team consisted of a field staff of twenty (20) members and a design and management team of ninety (90) members.

Project: Duke Energy Underground Network Manhole Inspection and Ring Bus Replacement Program | Client: Duke Energy

- Program Director for the inspection of approximately 1,000 Duke Energy vaults and manholes supporting their underground distribution network in St Pete and Clearwater, Florida. The structures are inspected to assess electrical, environmental, structural, and material issues requiring repair and/or replacement. Following inspection, ring bus replacements are performed by a qualified electrical contractor. Major components of the Duke Energy Program include database management, permitting, field data collection, QA/QC of inspection data, daily and weekly reporting, structural reviews, and redlined manhole mapping diagrams. Manhole reports, butterfly diagrams, and inspection photos are delivered to the owner through a web-based GIS delivery platform.

Project: We Energies Juneautown and DNC Manhole Inspection and Circuit Mapping Programs | Client: We Energies

- Program manager coordinated staff, sub-contractors, project forecasting, invoicing, scheduling, and program oversight. The program targeted the inspection of approximately 280 We Energies vaults and manholes supporting their underground distribution network in Milwaukee, Wisconsin. The structures were inspected to assess electrical, environmental, structural, and material issues requiring repair and/or replacement; as well as to provide spatially accurate mapping of their underground distribution system. This included verification of circuit pathways within the manhole and conduit system through historical research, field locating services, survey data collection in support of providing We Energies' with accurate configuration and GIS coordinates. Major components of the We Energies Programs included database management, permitting, field data collection, QA/QC of inspection data, daily and weekly reporting, and structural reviews. Manhole reports, butterfly diagrams, and inspection photos were delivered to the owner through a web-based GIS delivery platform.

KEY QUALIFICATIONS

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EDUCATION

B.S., Civil Engineering
University of Iowa (2005)

CERTIFICATIONS & CONTINUING EDUCATION

- State of Illinois Licensed Professional Engineer (No. 062-062790)
- 8-Hour Confined Space Training
- First Aid and CPR Training
- CTA Rail Safety Training
- Amtrak Rail Safety Training
- PERC Standards of Conduct
- Excavation Safety and Competent Person Training

WORK EXPERIENCE (CONT'D)

Project: Commonwealth Edison New Business Service Connection Design Program
Client/Owner: Commonwealth Edison

- Program manager responsible for the scheduling of field and design staff, project forecasting, invoicing, and engineering oversight. The program involves developing underground conduit installation plans to provide ComEd service to new customers. Design plans include underground utility base maps to ASCE Level C standards along with all associated project details, traffic control plans, and public way restoration plans. The program requires diligent coordination with the City of Chicago Department of Transportation, reviewing utilities, and ComEd Contractors of Choice.

Project: Commonwealth Edison Energy Infrastructure Modernization Act (EIMA) Manhole Assessment Program
Client/Owner: Commonwealth Edison, Aldridge Electric, Meade Electric

- Project manager coordinated staff, sub-contractors, project forecasting, invoicing, scheduling, program oversight and development of the EIMA Manhole Assessment Program. The program targets the inspection of 28,000 Commonwealth Edison manholes on the electrical distribution system to assess electrical, environmental, structural, and material issues requiring repair and/or replacement. Major components of the EIMA Manhole Assessment Program include database management, permitting, field data collection, QA/QC of inspection data, daily and weekly reporting, structural review, coordination of structural repairs to the system, and review and reproduction of underground electrical maps.

Project: Commonwealth Edison Fiber Ring Program | Client: Commonwealth Edison

- Program manager coordinated staff, project forecasting, invoicing, scheduling, program oversight and development of the designs associated with the Lakeside, Rockford, Wilco, Southwest, Northeast, Channahon, and Palos-Orland Fiber Rings. Each Ring required the connection of multiple substations via a combination of overhead and underground fiber optic cable installations. Project challenges included permitting with various municipalities and reviewing agencies on the state and local levels, water way crossings, railroad crossings, joint work requirements with various outside utilities. A total of eighty (80) miles of fiber optic cable was installed associated with this program.

Project: Commonwealth Edison Operating Map Refresh Program

Client: Commonwealth Edison

- Project manager responsible for coordinating staff, project forecasting, invoicing, scheduling and program oversight. The program required the training of in-house staff to work within ComEd's proprietary mapping software in order to refresh the operating maps of 3,627 ComEd circuits. This involved editing of 11,149 individual maps, weekly status reports, and regularly scheduled communication with both internal and external project teams.

Project: Commonwealth Edison Burnham-Taylor L17724 345kV Underground Transmission Lines, Chicago, IL | Client: Commonwealth Edison, Sargent & Lundy

- Responsible for project coordination of both staff and sub-contractors, project forecasting and invoicing, oversight and development for route planning, topographic survey, base map development, and design package development for this six mile underground electrical transmission line project through the City of Chicago. The route planning included developing base drawings that represented all above ground improvements and all underground facilities researched through topographic survey, manhole surveys and retrieval of existing utility information. Design work included plan and profile development for the proposed improvements for review by the City of Chicago Office of Underground Coordination and Department of Transportation. Major components of this project include approximately six (6) miles of underground conduit design, seventeen (17) proposed manholes, deep shaft excavation, two hundred twenty foot (220 ft) casing installation under Interstate 55, and a one hundred fifteen foot (115 ft) casing installation under a Metra Rail crossing.

Project: City of Chicago Central Business District Mapping Initiative, Chicago, IL

Client: City of Chicago – Department of Transportation

- Project managed the City of Chicago Central Business District Mapping Initiative. Responsibilities include the management of HBK and subcontractor field and design staff resources, project forecasting, and project invoicing. This project entailed topographic survey and base map development for the City of Chicago central business district. The objective of the third phase of this work is to develop a product that at completion can be turned over to the City of Chicago for implementation into the Office of Underground Coordination (OUC) information retrieval and design review process as well as provide City officials and designers a tool to better understand the subsurface and its effects on future designs within the Central Business District.

KEY QUALIFICATIONS

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CERTIFICATIONS & CONTINUING EDUCATION

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WORK EXPERIENCE (CONT'D)

Project: Commonwealth Edison Vault Roof Replacement Program, Chicago, IL
Client: Commonwealth Edison

- Project manager for the design of new structural roof slabs for various ComEd network centers located throughout the City of Chicago. Project requirements include a walk down and site assessment of the project locations noting overall design constraints and the design of ADA compliant sidewalk restoration in the project area. The new structural slabs typically consist of a reinforced, cast-in-place concrete beam and slab system to support AASHTO truck loading as well as the slab's self-weight and a nominal concrete topping slab. Temporary shoring typically consists of wood posts to support the existing concrete walls during removal and replacement of the roof. Project responsibilities include project management, sub-contractor coordination, field chief, and designer.

Project: Commonwealth Edison Harrison Street Express, Chicago, IL
Client: Commonwealth Edison

- Project engineer managed design of a new electrical distribution system in Chicago's central business district on Harrison Street between Canal Street and the Chicago River. Notable design aspects included deep shaft excavation, utilization of the Chicago Freight Tunnel System for the routing of conduit, and box tunnel construction methods. Project responsibilities include project management, field chief, and designer. Performed topographic survey of the Chicago Freight Tunnel System, investigated manholes within the project limits, created the design package for the proposed infrastructure, and coordinated both staff and subcontractor field operations

Project: NextG Networks Distributed Antenna System – Chicago, Pennsylvania, New Jersey, Michigan, New York, Baltimore, Washington D.C., and Wisconsin
Client: NextG Networks

- Perform general engineering services to provide outside plant engineering with NextG's deployment of a multi-antenna wireless network in various markets throughout the country. Responsibilities included meetings and consultation with NextG Networks, contractors, and governing agencies to establish guidelines and requirements to implement project. Perform field operations such as topographic surveys and infrastructure identification, and QA/QC of CADD services and design drawings.

Project: Crane Placement Program | Client: Imperial Crane, Stevenson Crane, LaGrange Crane, Gatwood Crane, Kiewit, Divane Bros.

- Responsible for survey, site walk down, design, and coordination with adjacent buildings to determine safe setup locations for cranes within the central business district, such that the underground infrastructure and vaulted areas within the public way will not be adversely affected.

Project: Roosevelt Collection Power Connection, Chicago, IL
Client: Kenny Construction Company

- Project Engineer for the utility connection to the new development of Roosevelt Collection in the River City district of Chicago. Project included the design of a half mile of ComEd distribution conduit and four ComEd distribution manholes. Project responsibilities included Field Chief for topographic survey and investigative field operations, application of utility atlases for basemap development, and civil design of proposed utility connections.

Project: Chicago Transit Authority Block 37 Train Control System Civil Work, Chicago, IL |
Client: Kiewit Western Company

- Field Engineer responsible for the layout and oversight of exploratory test holes for the development of the composite utility base map, excavation, and logistics plan at two subsurface train control facilities. The drawings developed included the existing underground utilities, the existing CTA subway tunnels verified via survey of the tunnel at the project location, limits of excavation and the new subsurface train control facilities. Daily activities included coordination with the contractor and documentation of utilities uncovered during excavation.

KEY QUALIFICATIONS

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CERTIFICATIONS & CONTINUING EDUCATION

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- First Aid and CPR Training
- CTA Rail Safety Training
- Amtrak Rail Safety Training
- FERC Standards of Conduct
- Excavation Safety and Competent Person Training

WORK EXPERIENCE (CONT'D)

Project: Joint Utility Relocation for the Development at 300 N. LaSalle, Chicago, IL

Client(s): Kenny Construction Company

- Project Engineer for the joint utility relocation at 300 N. LaSalle. The project included 600 linear feet of joint utility trench between Wells and LaSalle Streets on Carroll Avenue, the construction of a new SBC manhole on Carroll Avenue and a new ComEd manhole at the intersection of Wells and Kinzie, a 42" core through the Wells Street Bridge abutment wall, and a box tunnel under the existing Chicago and Northwestern Rail Lines. Relocated utilities included SBC, Commonwealth Edison, Comcast, and Peoples Energy. Responsible for coordination with utility and property owners, maintaining a safe construction site, assisting in project scheduling and cost reporting, and gathering record survey as as-built drawings of the relocated facilities. Inspected ComEd, Unicom Thermal, and SBC vaults in and around the project site to better portray their extents in the underground, locate existing conduits, determine capacity of structures and locations for proposed entry and racking of new cables and splices.

Project: Waverly Underground Transmission Substation, Philadelphia, PA

Client: Kenny Construction Company

- Part of an HBK field crew that performed a topographic survey for basemap development to aid in the design of one mile of new transmission lines in the historic district of Philadelphia. The survey also included the investigation of all utility manholes on the route and a civil site study of the Waverly Substation.

Project: Chicago Transit Authority, Brown Line Capacity Expansion Project, Chicago, IL

Client: FHP Tectonics

- Supervised the vacuum excavation of 12 test holes to accurately locate underground facilities in the area of mini-pile installations for the new construction of the CTA Brown Line Armitage Station. Responsibilities included oversight of the excavation process, collecting record survey of found utilities and obstructions, and the development of plan and profile drawings of the completed test hole and their findings.

Project: Commonwealth Edison, West Loop 138kV and 345kV Underground Transmission, Chicago, IL | Client: Kenny Construction Company

- Part of an HBK field crew that performed eight miles of topographic survey necessary for the development of a composite utility drawing to aid in the plan and profile design of new 138kV and 345kV underground transmission lines in the City of Chicago. The survey also included the investigation of all utility manholes on the route. Responsible for the inspection of nearly 300 Commonwealth Edison manholes. Inspection data included butterfly drawings, wall cross sections detailing conduit placement and duct availability, and locations of underground utilities passing through the structure.

Project: School District 135 Fiber Optic Cable Network, Orland Park, IL | Client: School District 135 of the Village of Orland Park

- Responsible for the topographic survey of 75,000 linear feet in order to aid in the development of the design of fiber optic cable installation to connect the IT networks in School District 135. Employed both total station and GPS surveying methods.

Project: Bureau of Electricity (BOE), Topographic Record Survey and Record Drawing Development, Chicago, IL

Client: City of Chicago Bureau of Electricity

- Part of the HBK survey team responsible for the record topographic survey of all existing facilities within the public right-of-way in various wards throughout the City of Chicago. Employed total station and GPS surveying methods as well as a cable locator.

Project: O'Hare International Airport Terminal 2, Chicago, IL

Client: F.H. Paschen

- Onsite engineer responsible for the layout and oversight of eight test holes in order to locate underground utilities near proposed caissons for a pedestrian canopy. The test holes ranged from 6 to 25 feet in depth and were excavated using a vacuum excavation process.



YEARS OF EXPERIENCE: 15

DIVISION MANAGER

**PAUL
MARTINEZ**

GET IN CONTACT

312.253.1800

2101 W. Carroll Ave.
Chicago, IL 60612

pa.martinez@hbkengineering.com

www.hbkengineering.com

KEY QUALIFICATIONS

Paul Martinez has 15 years of experience in project management, asset management, and engineering in the power industry spanning service, medium and high voltages. Paul has previously worked in two utilities with titles ranging from Graduate Engineer to Director of Engineering before moving to the consulting side of the industry. He has led multi-disciplinary teams with both internal and external resources. With HBK, he has worked on process improvement and power distribution training as well as management oversight assistance with multiple programs such as Entergy's Pole Replacement Program and Feeder Level Improvement Program. Paul has a unique skillset having worked for multiple utilities for such a large range of projects and understands their needs greatly.

EDUCATION

B.S., Electrical Engineering

University of Texas Pan American (2008)

M.S., Interdisciplinary Studies - Power

Texas Tech University (est. May 2023)

CERTIFICATIONS & CONTINUING EDUCATION

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- City of Austin Leadership Education and Public Services [LEAPS] Graduate (2011)
- Greater Austin Hispanic Chamber of Commerce Hispanic Austin Leadership [HAL] Program (2012)
- IEEE Power Engineering Society Member (Presented Solar Projects at March 2011 Monthly Meeting)
- Principles of Leadership [6 month leadership course] (June 2017)

WORK EXPERIENCE

Project: Distribution 101 Training, 2022 - Present | Client: HBK/Quanta OpUs Internal Benefit

- Principal creator and presenter of a utility agnostic Distribution (Medium Voltage Power) training for new designers and other persons new to the power industry. This is a multi-day training that consists of a 50k' view of a utility, overhead equipment, underground equipment, the basics of standards (NESC, OSHA, etc.), permitting (DOT, FAA, etc.) and recent exciting changes to the industry. This presentation is designed as an introduction for new persons to the industry prior to utility specific standards and software training. This training will be revised and adjusted as necessary.

Pre-HBK Engineering, LLC:

Kerrville Public Utility Board, Kerrville, TX, April 2021 - October 2021

Director of Engineering

- Manage all aspects of Engineering for the utility: Distribution Design, Energy Efficiency, System Engineering, Substation Engineering and Maintenance
 - Hands on style management
 - Specific focus on training, process improvement, and documentation Responsible for Regulatory compliance with all regulators, i.e. ERCOT
- Responsible for and signature authority for Interconnection Agreements for substations, foreign attachment agreements, and several other utility contractual agreements
- Responsible for Capital Improvement Project Budget across all departments, generally \$3M-\$7M annually Routinely present Capital Budget and System Reliability to Governing Board
- Led interdepartmental work management process improvement to streamline process workflow between all involved departments requiring knowledge of entire utility not just Engineering
 - Was not assigned to this project, but was appointed by default by virtue of perceived knowledge and leadership in the utility
- Initiating National Incident Management System-style Incident Command Team for a more cohesive and uniform response management

Austin Energy, Austin TX

Power System Engineer Senior (Supervisor) - Distribution Design North, October 2019 - April 2021

- Manage two Distribution Design Groups, each with a Lead, Designers and Contractors (as necessary for workloads and lead times). 8-10 Full Time Employees and 0-3 Contractors
 - Leadership Style: Mentoring, Transparency, and Empowerment
 - Exceptional verbal and written communication skills to accommodate this leadership style Diverse work group successfully transitioned to teleworking and thriving in pandemic conditions
- Reviewed and Sealed >\$10M worth of Capital Improvement Program Distribution Design work in first year
 - Project types include, underground and overhead line extensions, new service for commercial and residential customers, subdivisions including switchgear, as well as maintenance projects
 - Extremely diverse and fast paced projects
 - Large notable projects: MLS Soccer Stadium infrastructure, MLS Practice fields, Key Account Customer campus expansion

KEY QUALIFICATIONS

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- Principles of Leadership [6 month leadership course] (June 2017)

WORK EXPERIENCE (CONT'D)

- Projects enjoy most: Mom and Pop Shop that are just happy to talk to a person and be explained through the process in clear plain language and successfully complete project
- Individual projects ranging from \$8k to in excess of \$1M Review projects for:
 - Safety for crews and general public
 - Compliance with NERC and City of Austin/Austin Energy codes Clearances
 - Easements
 - Protection coordination
 - Equipment sizing relative to required load
 - Review bill of materials
- Address customer escalations
- Coordinate with construction and maintenance crews as necessary
- Notable Side Projects
 - Focus on process documentation and improvement
 - Tableau dashboards with work management (STORMS) data source to create dashboards of current and completed projects to executive management review
 - Documentation Team for NIMS Incident Management Team for Pandemic Planning (Daily 9AM Call)
 - Grassroots Safety Team and Employee Engagement Team

Power System Engineer Senior - Equipment and Material Engineering, June 2017 - October 2019

- Transmission Substation Engineering and Construction Asset Manager:
 - Lead Asset Management Program for Transmission Substation Engineering and Construction group (TSEC)
 - Maintain dbleARMS software to provide asset health indices of major equipment
 - Write Specifications for Online Monitoring Equipment to be installed on major pieces of equipment
 - Work with Purchasing/Contract Compliance/IT to acquire new technology for Asset Management Software
 - Includes creating dbleARMS contract as a sole source converting from pilot contract to program
 - Assist in recommendations to Project Management Team to replace aging equipment as part of Capital
 - Improvement Projects
 - Maintain/troubleshoot TSEC databases of equipment (i.e. Cascade and Powerbase)
 - Cascade Asset Management Software Administrator
- Strategic Initiative Manager for Enterprise Asset Management (Interim Extra Duty June 2017-June 2018):
 - Developed Enterprise Asset Management Program Charter and Asset Framework
 - Leading cross-organizational team to create Enterprise Asset Management Program for a cohesive comprehensive Asset Management program for the entirety of the Utility that is unified
 - Leading smaller Core Team for direct creation/implementation of program including working with Consultants for industry best practices
 - Serving as an advisor to the Chief Technology Officer for technology requests as they pertain to asset management software for cohesion with program

Power System Engineer - Trans./Substation Project Management, August 2013 - June 2017

- Project manager for substation and transmission projects including: new and replacement unit transformers, circuit rebuilds/reconductors, relay upgrades, reliability projects and substation protection, circuit switchers/breakers etc.
- Utilized ISO 9001 Process for Project Management: includes ISO documentation for Project Charters, Project Management Plans and Meeting Minutes
 - Have been involved in audit process multiple times to maintain ISO Credentials
- Responsible for coordination of approximately 9 internal workgroups to successfully complete projects
- One of four equal individual contributors responsible for \$33M-38M capital improvement project annual budget
- Special emphasis on database queries for fiscal reconciling, Microsoft Excel functionality (including macros and VBA) and special schedule reporting
- Performed last three revision updates to Project Estimate Spreadsheets, involving macros, functions and VBA

Graduate Engineer - Energy Efficiency Services, September 2008 - August 2013

- Design solar photovoltaic systems and review consultants *designs for compliance with local and national codes
 - Designed approximately 25 systems ranging from 4kW STC DC to 800 kW STC DC
- Utilized AutoCAD software for design
- Project manage solar photovoltaic installs on city owned buildings, full turn key projects

KEY QUALIFICATIONS

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WORK EXPERIENCE (CONT'D)

- Write solicitation and specs for multiple solicitation methodologies including RFQ, RFP and IFB Manage budget for CIP solar PV projects, annual budget approximately \$9.9M
- Estimate cost of projects/equipment and review/approve invoices
- Work with Contractors and Internal Staff to maintain equipment regarding solar equipment such as modules and inverters
- Maintain database of electric usage from city owned buildings, involving SQL and advanced Excel functionality

Graduate Engineer Intern - Market Research Planning and Development, Summers of 2007 and 2008

- Work with Energy Star rating system with the use of Portfolio Manager
- Analyzed load profiles of key accounts (such as Dell, ATT, BAE Systems) searching for anomalies in usage, to find opportunity for savings for client and generation for utility
- Generated reports containing monthly and daily kWh, kVAR, and Power factor usages, Annual Power Density and Annual Energy Density
- Met with Customers "Power Managers to discuss finding sand Austin Energy's load profiling software



SENIOR PROJECT ENGINEER

**JOHN
PALMITER**

YEARS OF EXPERIENCE: 37

GET IN CONTACT

919.723.7262

1210 Trinity Rd., Suite 102
Cary, NC 27513

jpalmiter@hbkengineering.com

www.hbkengineering.com

KEY QUALIFICATIONS

Accomplished, results-driven, and performance-focused Senior Engineer with a deep understanding of power distribution systems and expertise in installation of new utility infrastructure and modifications to existing utility infrastructure. Experienced in engineering/design/maintenance of electrical systems (instrument/electrical drawings/specifications). Familiarity with National Electrical Safety Code, RUS, intrinsically safe design principles. Ability to use drawings, diagnostic data and field observations to troubleshoot power distribution issues. Attention to detail, highly organized, ability to work with limited supervision and strong communication skills.

EDUCATION

B.S., Civil Engineering

North Carolina State University (2000)

CERTIFICATIONS & CONTINUING EDUCATION

- Licensed Professional Engineer: North Carolina (No. 026501), South Carolina (No. 37837), Delaware (No. 25131), Maryland (No. 56019), Pennsylvania (No. 091196), Virginia (No. 062151)
- Electrical Systems
- Design Projects
- Distribution
- Transmission
- Construction Management
- Code Compliance
- Project Management
- Budgeting/Planning
- Regulatory Compliance
- Technical Reports
- Technical Support
- High Voltage

WORK EXPERIENCE

Project: Duke Energy NC Substation Op, March 2022 - July 2022 | Client: Duke Power

- Provide QA/QC reviews of designers' work

Project: Feeder Level Investment Program, Arkansas, August 2022 - Present

Client: Entergy

- Provide QA/QC reviews of designers' work.
- Assist designers with design issues.

Pre-HBK Engineering, LLC:

Pike Engineering, 2019 - February 2022

Engineer III, Technical Oversight

- Review plans and designs of engineers and designers
- Client relations, acquire new work
- Create training and design standards
- Manage multiple distribution design projects
- Manage NCDOT projects
- Prepare and track schedules and budgets

POWERSERVICES, 2009 - 2019

Project Manager

- Manage multiple distribution design projects
- Manage NCDOT projects
- Prepare and track schedules and budgets
- Design unguyed structures
- Foundation Design

North Carolina State University, Capitol Project Management, 2003 - 2009

Facilities Construction Engineer

- Monitor construction for compliance with plans and specifications
- Review and approve construction contracts, schedules, payments and change orders
- Coordinate construction activities to minimize disruption to university community
- Act proactively to promote timely completion of projects
- Coordinate wishes of the end user with the construction and design process
- Review plans and specifications
- Manage multiple multi-million-dollar construction projects for the University

State Construction Office, NC Department of Administration, 2002

Plan Review Engineer

- Review structural and civil plans for constructability and code compliance
- Review specifications for compliance with State Construction Office Guidelines

KEY QUALIFICATIONS

Accomplished, results-driven, and performance-focused Senior Engineer with a deep understanding of power distribution systems and expertise in installation of new utility infrastructure and modifications to existing utility infrastructure. Experienced in engineering/design/maintenance of electrical systems (instrument/electrical drawings/specifications). Familiarity with National Electrical Safety Code, RUS, intrinsically safe design principles. Ability to use drawings, diagnostic data and field observations to troubleshoot power distribution issues. Attention to detail, highly organized, ability to work with limited supervision and strong communication skills.

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- Regulatory Compliance
- Technical Reports
- Technical Support
- High Voltage

WORK EXPERIENCE (CONT'D)

Kimley-Horn and Associates, Inc, 2000 - 2002

Project Engineer

- Prepare plans for multilevel parking structures using Microstation J and AutoCAD R14
- Prepare specifications
- Review shop drawings and submittals
- Prepare cost estimates and track budgets through design phases
- Prepare plans for Schematic Design phase, Design Development phase and Construction Document phase
- Manage bidding and award of contracts
- Coordinate plan submittals and respond to comments from State Construction Office, Department of Insurance, Department of Labor, Department of Environment and Natural Resources, etc.
- Respond to client needs
- Prepare plan and profile drawings for sanitary and storm sewer projects

Booth & Associates, Inc

Assistant Project Manager, 1998 - 2000

- Manage multiple distribution conversion projects
- Manage NCDOT projects
- Prepare and track schedules and budgets

Distribution Staking Engineer, 1985 - 1998

- Design of transmission lines (34.5 kV to 230 kV) under supervision of a Professional Engineer
- Prepare plan and profile drawings and construction unit drawings.
- Design overhead and underground distribution facilities (12.47, 7.2kV to 34.5/19.9kV)
- Perform final inspections of completed work.
- Prepare permit applications for highway, railroad and river crossings.
- Obtain right-of-way easements from property owners, including deed research and plat preparation
- Design of substation under supervision of a Professional Engineer
- Complete material lists
- Assist in preparation of contract documents
- Prepare all types of engineering drawings and maps using AutoCAD
- Trained new employees and clients to use AutoCAD

DESIGN QA / QC PROGRAM

HBK developed and implemented a Quality Management System (QMS) to document the quality practices of our organization to meet the requirements and expectations of our clients and improve the overall quality services of the company. Included as part of the QMS are procedures that detail control of documents for engineering project work and transmittals. These procedures are implemented such that design related decisions and correspondence are properly documented and that the appropriate files are being transmitted.

HBK's project leads have developed design processes that are task driven as well as developed design process booklets that are client driven based on Client requirements and processes. These documents provide additional insight for HBK's design teams to proceed with when performing client specific designs. They could include direction on where to find direction and answers to provision of specific services as well as lists of lessons learned from other individuals on previous projects in an attempt to make sure we pay it forward such that we don't make the same mistakes twice.

HBK's deliverables are performed and reviewed with the following approach; we have an individual that is responsible for the deliverable of the project noted as the Designer in our process, this individual could be a designer or an engineer that is experienced with the designs, the design is then turned over to a separate individual noted as the Reviewer, this individual could be an experienced engineer or designer but could not be the same person as the Designer. Lastly the project is turned over to an Approver for final approval after all comments are incorporated, this is typically the individual that is going to sign and seal the drawing as a licensed Professional Engineer or a Professional Land Surveyor.

One of HBK's primary mechanism to maximize quality is to provide a level of oversight and review by our team leads during the onset of the projects for the City of New Bern to confirm that HBK's designers and associates are adhering to the job processes and checklists. HBK would also encourage more frequent and earlier deliverable reviews with the City of New Bern in the early stages of the working relationship to confirm HBK's deliverables are meeting the technical and quality expectations of the City of New Bern.

HBK creates new or adapts process workflows to address the specific needs of our clients. Any HBK Workflow Document is always considered a living document that can be amended at a client's request, project demand, scope addition / change, or if it is determined there is a procedural change that will improve quality and efficiency. HBK recognizes that there will always be some necessary sub-routines and internal loop processes required as part of the overall workflow, HBK anticipates creating process flow charts when necessary for project success in conjunction with the City of New Bern to create new workflows and to capture lessons learned to further develop the steps in the current the City of New Bern processes to achieve the desired end goals.

HBK's biggest asset is to question. What is meant by that is that HBK's staff is trained to not be afraid to ask our clients for clarifications to obtain a better understanding of scope, desired approach, requirements, and desired end results. We believe that making the connection to the City of New Bern team with a quick phone call conversation for quick one-off questions, or when needed setting up a 15 to 20-minute conference call to get clarity from a larger group. We find this a great approach to getting our collective teams talking toward developing a great result. Having open dialogue and continually working towards understanding with the City of New Bern team members is one of the best ways to ensure quality.

HBK would like to implement a general review cycle with the City of New Bern to measure our performance with respect to our deliverables. This could be monthly, depending on what the City of New Bern would like to have in place, and possibly dependent on market and volume of work in that market.

TRAINING PROGRAM

General HBK Design Team Member Training

At HBK, quality starts the moment an individual walk through the door on their first day with HBK's LMS base initial training program, that includes safety training, HR related training, client specific access training as well as other training topics as may be necessary for their work requirements.

Training Program Duration & Brief Description

HBK's training programs are tailored to our client's standards and projects as well as the experience and skill level of the HBK personnel that are assigned to these projects. The training programs can consist of internally developed procedures and checklists, round tables and lunch and learns that augment on the job development and training. Typically, the training programs as discussed in this section take between one to two weeks, a majority of the training is hands on inclusive of performance of work scope. If client's documentation is not robust and when deemed necessary, client-specific training documents, processes and guidelines are developed and maintained as living documents. The documents' latest revision is stored electronically on HBK's server to maintain document control and the location is given to each new member coming onto the team to work on projects for that specific client. These documents serve as training for individuals coming onto the team and guidance for the remainder of the team for the performance of their work. These documents are updated on an as-needed basis as part of HBK's desire to continuously improve.

HBK's team would assemble our leads and work with the City of New Bern to obtain the available training that the City of New Bern directly provides as well as any training materials that the City of New Bern makes available to its contractors. Once the team leads have been trained in any the City of New Bern formal training programs HBK's team would take the materials provided by the City of New Bern and as deemed necessary assimilate them into a training and toolkit program tailored to the GIS design and field activities that encompass our team's responsibilities. A toolkit could consist of the City of New Bern guidelines, developed checklists and project examples.

The toolkits would be arranged in such a format to engage the team member to confirm the process of integrating the design requirements is congruent from design to design and from designer to designer.

Having training and toolkits developed to provide direction allows for HBK to bring on new individuals onto the team and get them up to speed becoming an active and productive team member in a short period of time. New individuals would go through the latest version of the training and toolkits in place and then shadow a successful designer for a minimum of a week, or up to several weeks, depending on the complexity of the design topic.

HBK would work with the City of New Bern to learn the location of where all the standards and guidelines existed and how to access the standards. If these documents are available via the City of New Bern interface, HBK would ensure that our staff has the required background checks, login credentials and training to gain access.

If these documents are available in another media format HBK would place them on our team's internal SharePoint site that we currently used for team information interfaces. We have found this to be an effective way of communicating on topics with the information readily available in a common place that allows for staff to post questions back and forth with each other to learn and gather new information.

The team leads would each take on some of the projects in the first letting of project assignments from the City of New Bern and go through the projects from start to finish. The team leads would perform the design activities themselves which could include a review and approval cycle with the City of New Bern to confirm their understanding of the overall process.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sell 1010 Green Street

Date of Meeting: 6/11/2024	Ward # if applicable: 5
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The Third Property Development & Estate Investment Group, LLC tendered an offer of \$2,700 for the purchase of 1010 Green Street, PID 8-006-239. The offer was advertised, but no upset bids were received. The property is a vacant 0.069-acre residential lot that was acquired by the City and County in 2023 through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, quitclaim deed, offer to purchase, map and pictures of the property
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input 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: February 02, 2024

SUBJECT: Sale of 1010 Green Street

The Third Property Development & Estate Investment Group, LLC submitted a bid of \$2,700 for the purchase of 1010 Green Street. The bid was advertised, but no upset bids were received. While GIS indicates a manufactured home is on the property, the property is a vacant 0.069-acre residential parcel. The manufactured home is actually situated on 1008 Green Street and encroaches 1010 Green Street. The assessed value of the land for 1010 Green Street is \$5,400, and the bid was based on that value. This property was acquired by the City and County in November of 2023 through tax foreclosure.

If the property is sold, the City will receive \$867.74 and the County \$1,832.26 from the proceeds.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern has received an offer to purchase a parcel of property owned by the City and County located at 1010 Green Street, and being more particularly described herein; and

WHEREAS, the City owns a twenty-nine percent (29%) undivided interest in the subject property, and Craven County owns a seventy-one percent (71%) 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 \$2,700.00 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 the subject property to the successful bidder for the bid amount of \$2,700.00, and to convey said property by quitclaim deed.

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

Section 1. That the bid of The Third Property Development & Estate Investment Group LLC in the sum of \$2,700.00 for said parcel bearing the postal enumeration for the City of New Bern of 1010 Green Street, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to The Third Property Development & Estate Investment Group LLC.

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

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

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

Beginning at the northwest corner of lot number Ninety Nine (99) (as designated in a plan of Farmville or Pavietown now a part of the City of New Bern) running thence South and parallel with Green Street 30 feet to a new made corner, thence eastwardly and parallel with the dividing line between lots number 98 and 99, 102 feet; thence northwardly and parallel with Green Street 30 feet, to lot number 89; thence eastwardly 102 feet to the beginning on Green Street.

Subject to restrictive covenant and easements of record.
Parcel Number: 8 006 239

ADOPTED THIS 11th DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-006-239
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 11th day of June, 2024, 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 GROUP LLC, whose mailing address is 2205 Foxhorn Road, Trent Woods, North Carolina 28562, (“Grantee”);

W I T N E S S E T H:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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 June, 2024 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 June, 2024.

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 June, 2024, 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 June, 2024.

Notary Public

My Commission Expires:

EXHIBIT A

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

Beginning at the northwest corner of lot number Ninety Nine (99) (as designated in a plan of Farmville or Pavietown now a part of the City of New Bern) running thence South and parallel with Green Street 30 feet to a new made corner, thence eastwardly and parallel with the dividing line between lots number 98 and 99, 102 feet; thence northwardly and parallel with Green Street 30 feet, to lot number 89; thence eastwardly 102 feet to the beginning on Green Street.

Subject to restrictive covenant and easements of record.

Parcel Number: 8 006 239

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: 1010 Green Street

Subdivision Name: Text 229

Tax Parcel ID No.: 8-006-189

Plat Reference:

Being all of that property more particularly described in Deed Book 3782, Page 0251 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,700 and shall be paid as follows:

(a) \$ 270.00, 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) \$ 2,430.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to 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 *LS* 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: 1/31/24

Address: 2205 Fox Horn Rd

Trout Woods NC, 28562

Phone: 252-664-1600

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials Seller Initials

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/31/2024 at 9:40:50 AM

PARCEL ID : 8-006 -239

This parcel is being processed under a County Tax Foreclosure.
Call the Craven County Tax Office at 252-636-6605 for additional information.

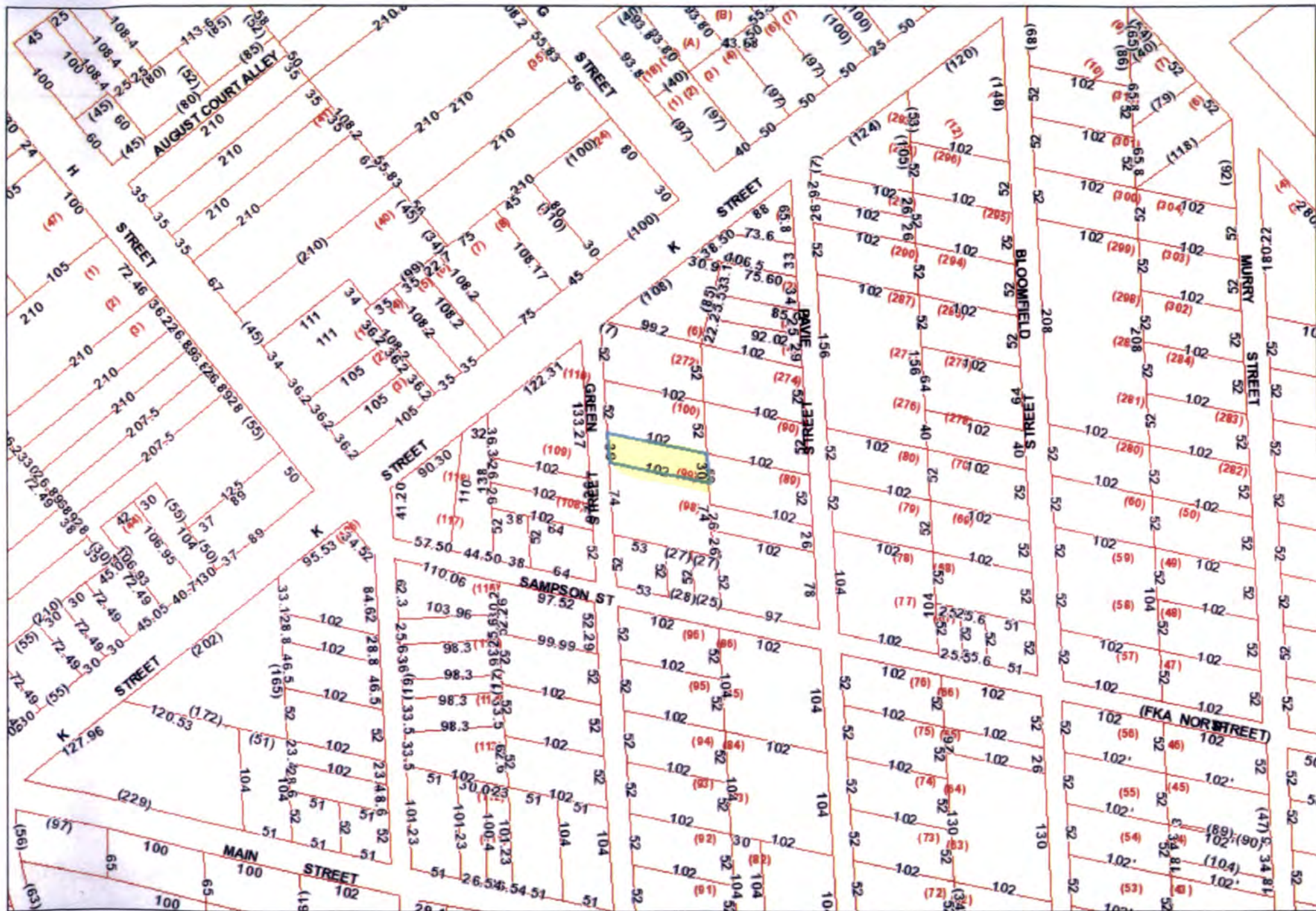
Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1010 GREEN ST		
Subdivision :			
Property Description :	1010 GREEN PT LT 99		
Assessed Acreage :	0.069	Deed Recording Date :	11 17 2023
Deed Book Page :	3782 0251	Recorded Survey :	
Land Value :	\$5,400	Life Estate Deed :	
Total Improvement(s) Value :	\$104,700	Estate File Year-E-Folder :	
Total Assessed Value :	\$110,100	Tax Exempt :	Yes
Number of Improvements:	1	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	RESIDENTIAL - REAL PROPERTY MANUFACTURED HOME
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
11/17/2023 3782-0251	JONES, ANTWINE & BROWN, SARAH &	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$29,500
8/3/2005 2339-0888	HOLLOWAY, ROBERT, STEVE & PHILLIP	JONES, ANTWINE & BROWN, SARAH &	STRAIGHT TRANSFER	\$0

Real Buildings and Improvements

Type of Structure	Year Built	Base Area 1st Floor	Value
MANUFACTURED HOME - MULTI UNIT	2005	1620	\$104,700



Craven County GIS 1010 Green Street PID 8-006-239

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 31, 2024 at 9:41:41 AM

1 inch = 125 feet



1010 Green Street



1010 Green Street



This aerial map displays a residential neighborhood with property boundaries and lot numbers. A specific lot is highlighted with a blue outline. The map includes the following details:

- Highlighted Lot:** A lot with a blue outline, containing a house and a driveway. The lot number 102 is visible on the top boundary, and 30 is visible on the left boundary.
- Other Lot Numbers:** Various lot numbers are scattered across the map, including 102, 30, 74, 26, 52, 64, and 100.
- Street Names:** Street names are visible along the top and left edges, including 163.27, 163.28, and 163.29.
- Other Features:** The map shows trees, a road, and other residential structures.

FINAL DIVISION OF PROCEEDS

Property: 1010 Green Street, PID: 8-006-239			
Offer Amount			\$ 2,700.00
Less: Reimb to City for publication of notice of offer (approx)		\$ 190.90	
Balance			\$ 2,509.10
County cost reimbursement		\$ 1,472.04	
City cost reimbursement		\$ 527.90	\$ 1,999.94
Remaining Balance			\$ 509.16
County Taxes at Foreclosure	\$ 19,309.78	70.748%	\$ 360.22
City Taxes/Priority Liens at Foreclosure	\$ 7,983.81	29.252%	\$ 148.94
Total Taxes	\$ 27,293.59		
County Total	\$ 1,832.26		
City Total	\$ 867.74		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving the Purchase and Sale of Real Property located at 24 Avant Street.

Date of Meeting: 6/11/2024	Ward # if applicable: 2
Department: Administration	Person Submitting Item: Marvin Williams
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Purchase of small parcel located in Duffyfield community adjoining Henderson Park.
Actions Needed by Board:	Adopt Resolution Approving the Purchase and Sale of Real Property located in Duffyfield community adjoining Henderson Park.
Backup Attached:	Memo from Marvin Williams, copy of the agreement for purchase and sale, and draft resolution for approving the agreement.
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$4,000.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

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: May 31, 2024

SUBJECT: Consider Adopting a Resolution for the Purchase 24 Avant Street

Background Information

The owners of a small 0.195-acre parcel on Avant Street have recently reached out to see if the City would be interested in purchasing the parcel, which is adjacent to Henderson Park. City staff have reviewed this site and determined that the property could serve as an additional unimproved area for the upgraded park.

A purchase price of \$4,000.00 has been negotiated with the property owners, which is below the current tax value of \$7,200.

Requested Action

We are requesting that the Board of Aldermen consider approving the attached resolution for the purchase agreement for the Cloud property.

Attached please find a copy of the purchase agreement and a draft resolution for approving the agreement.

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

RESOLUTION

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

That the Offer to Purchase and Contract between the City of New Bern and Charles B. Cloud, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate for and on behalf of the City.

ADOPTED THIS 11th DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

OFFER TO PURCHASE AND CONTRACT

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

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

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

(a) **"Seller":** Charles B. Cloud

(b) **"Buyer":** City of New Bern

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

Street Address: _____

City: _____ Zip: _____

County: _____, North Carolina

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

Legal Description: (Complete *ALL* applicable)

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

The PIN/PID or other identification number of the Property is: Craven County parcel number 8-013-206

Other description: _____

Some or all of the Property may be described in Deed Book 1347 at Page 55

(d) **"Purchase Price":**

\$ 4,000.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ 4,000.00

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

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

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

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

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

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

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

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

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



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

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

(f) **"Escrow Agent"** (insert name): _____

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

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

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

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

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

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on June 17, 2024 **TIME BEING OF THE ESSENCE** with regard to said date.

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

(l) **"Settlement Date"**: The parties agree that Settlement will take place on on or before June 30, 2024 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. BUYER'S DUE DILIGENCE PROCESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of

any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

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

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

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

5. BUYER REPRESENTATIONS:

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

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

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

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

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

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

- ☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____
Transfer to a political subdivision of the State, pursuant to G.S. 47E-2(a)(8)

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

- ☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES):
Transfer to a political subdivision of the State, pursuant to G.S. 47E-2(a)(8)

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

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

6. BUYER OBLIGATIONS:

- (a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
- (b) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to:
- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender,
 - (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
 - (iii) restrictive covenant compliance;
 - (iv) appraisal,
 - (v) title search,
 - (vi) title insurance,
 - (vii) recording the deed, and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

- (a) **Ownership:** Seller represents that Seller:
- ☒ has owned the Property for at least one year.
 - ☐ has owned the Property for less than one year.
 - ☐ does not yet own the Property.
- (b) **Lead-Based Paint** (*check if applicable*):
- ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).
- (c) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

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

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

- Seller's statement of account

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

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

Owners' association website address, if any: _____

8. SELLER OBLIGATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Identify other attorney or party drafted addenda: _____

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

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

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

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

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

20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

Entity Seller: _____

City of New Bern

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 300 Pollock Street
New Bern, NC 28560

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 158 Turner Drive
Dover, DE 19904

Seller Fax#: _____

Seller E-mail: cbtraveller@aol.com

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as ☐ Seller's Agent ☐ Dual Agent
Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)

Craven County Geographic Information System



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PARCEL ID : 8-013 -206

Owner :	CLOUD, CHARLES B		
Mailing Address :	158 TURNER DR DOVER, DE 19904		
Address of Property :	AVANT ST		
Subdivision :			
Property Description :	24 AVANT		
Assessed Acreage :	0.195		
Deed Book Page :	1347 0055	Deed Recording Date :	12 22 1992
Land Value :	\$7,200	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$7,200	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	No
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
12/22/1992 1347-0055	HALL, DORIS B	CLOUD, CHARLES B	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 24 Avant St PID 8-013-206

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 3, 2024 at 8:23:43 PM

1 inch = 125 feet



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance for the Demolition of 1300 Clark Avenue.

Date of Meeting: 6/11/2024	Ward # if applicable: Ward 5
Department: Development Services	Person Submitting Item: Patrick Ezel, Minimum Housing and Nuisance Supervisor
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Staff is seeking approval of an Ordinance to demolish the dwelling unit and any accessory structures located at 1300 Clark Avenue.
Actions Needed by Board:	Adopt Ordinance
Backup Attached:	Memo, Ordinance, Chronological Order of Events, Map
Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$7,447.00

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? ☐Yes ☐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: June 11, 2024

SUBJECT: Consider Adopting an Ordinance for the Demolition of 1300 Clark Avenue.

Staff is seeking approval of an ordinance to demolish the dwelling unit and any accessory structures located at 1300 Clark Avenue.

Staff sent the owner of record an initial minimum housing letter on July 14, 2023, stating that the dwelling located at 1300 Clark Avenue had deficiencies violating the City's Minimum Housing Code. Staff has attempted to contact the owners via United States Postal Service. No working phone numbers, email addresses, or relatives were identified during our investigation.

Staff filed a complaint and notice of hearing on January 02, 2024, with a confirmed delivery confirmation. None of the defendants responded to the January 17, 2024, hearing.

On January 19, 2024, 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 March 17, 2024. To date, there has been no further contact from the owners; no permits have been applied for; and the dwelling remains non-compliant.

The demolition estimate from Public Works is \$7,447.00 (not including asbestos testing and abatement). Utility termination has been completed.

Staff plans to utilize funding from Community Development Block Grant (CDBG) for this demolition.

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
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 1300 CLARK AVENUE IN THE CITY OF NEW BERN, NORTH CAROLINA

THAT WHEREAS, the City of New Bern properly served Willie Mae Hill and spouse, (collectively “Owners”), on January 4, 2024, 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 1300 Clark Avenue in the City of New Bern, North Carolina (Craven County parcel identification number 8-013-119) is unfit for human habitation; and

WHEREAS, the Owners of the certain dwelling located at 1300 Clark Avenue 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 March 17, 2024; 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 1300 Clark Avenue 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 11th DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

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

Tract #1

BEGINNING at a stake at the Southwest Corner of lot #31 and the Northwest corner of lot #32, as shown on a plat of Jackson Terrace made by Albert R. Bell, Engineer, July 1947 and of record in the Office of the Clerk of Court for Craven County, plat book #3, page 7, thence running in a southwesterly direction for a distance of 37 feet to the corner of Clark Avenue and Garfield Street, thence running in a southeasterly direction for a distance of 63 feet to a stake, thence running in a Northeasterly direction to a stake on the south line of lot #31, thence running in a Northwesterly direction for a distance of 63.5 feet to the East side of Clark Avenue and the point of beginning.

Being the same tract of land described in a deed recorded in Book 818, Page 63 Craven County Registry to which reference is hereby made.

Tract #2

All that certain piece, or lot of land lying and being situate in the City of New Bern, County and State aforesaid, known and designated as lot #31, on a plat of Jackson Terrace made by Albert R. Bell, Engineer, July 1947 and of record in the office of the Register of Deeds in Craven County, plat book No. 3, page No. 7. Said lot is bounded generally on the North by lot #30; East by Larksville; south by lot #32; and West by Clark Avenue. Said lot fronts 25 feet on Clark Avenue and runs back for a depth of 183.5 feet.

Being the same tract of land recorded in Book 914 at Page 799 in the Craven County Registry.

1300 Clark Avenue Parcel ID # 8-013-119

[illegible]

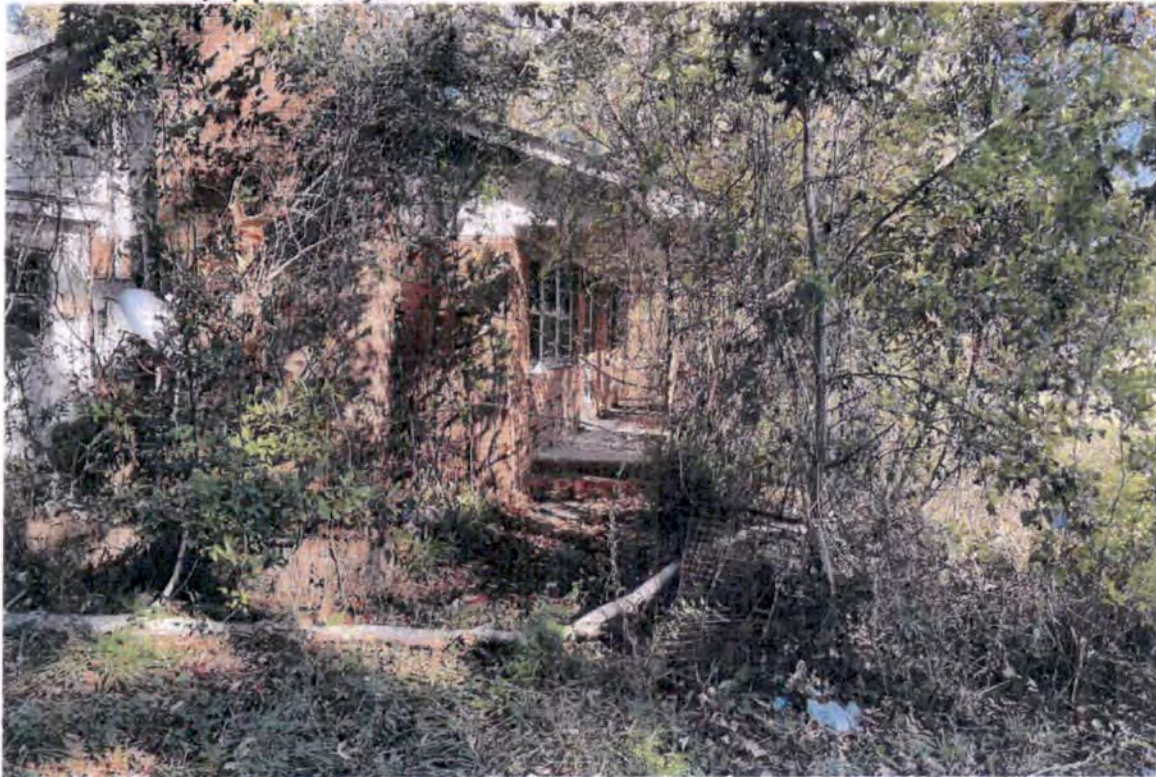


12-5-2023

1300 Clark Ave

1700 Clark Ave

12-5-2023



1300 Clark Ave

12.5.2023



1700 Clark Ave

12.5.2023



STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

FILED

1300 Clark Ave Comp 022116
BEFORE THE BUILDING INSPECTOR
OF THE CITY OF NEW BERN
File No. 24m100

CITY OF NEW BERN,

2024 JAN -2 A 8:30

Plaintiff
CRAVEN CO.. S.C.

v.

BY

WILLIE MAE HILL, AND SPOUSE, if
any;

Defendants - Owners

CRAVEN COUNTY AND CITY OF NEW
BERN,

Lienholders

COMPLAINT
(Residential Building or Structure)
(Dwelling Unfit for Human Habitation)
AND
NOTICE OF HEARING/
NOTICE OF LIS PENDENS

THE CITY OF NEW BERN ALLEGES AND SAYS THAT:

1. In accordance with North Carolina General Statutes Section 160D-1203 and Chapter 38 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 and 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 1300 Clark Avenue, New Bern, North Carolina, which bears Craven County parcel identification number 8-013-119, 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 there are multiple holes in the roof allowing for the entrance of moisture, in violation of Sections 38-1(4)(5)(10)(12), 38-57(2)(d), (3)(a)(c), (6)(a), and 38-61(a).

b. The interior of the dwelling has not been properly maintained resulting in damage to the sub-floor, floor joist, walls, ceiling, and holes in the interior walls and floor, in violation of Sections 38-1(4)(5)(10)(12) and 38-57(2)(d).

c. The dwelling does not have the required insulation within the floors, walls, and ceiling, in violation of Section. 38-57(6)(g) and (7)(g).

d. The electrical system has not been properly maintained resulting in signs of damage to various electrical receptacles and or missing components of interior electrical system to include missing the required Ground Fault Circuit Interrupter (GFCI) outlets and or circuit breakers. The dwelling does not have electrical services, in violation of Sections 38-1(8)(9)(11) and (12), 38-58(1)(i)(j)(k) and (l), (2), (3)(c) and (4).

e. The dwelling does not have the ability to produce hot water for any sanitary reasons, in violation of Sections 38-1(5)(8)(9) and (12), 38-58(1)(i)(j)(k)(l), 38-59(c).

f. The dwelling does not have a mechanical system capable of maintaining required internal temperature required of a dwelling unit, in violation of Sections 38-1(8)(9)(10) and (12), 38-58(2), 38-59(c).

g. The dwelling does not have a bathroom or fixtures and or capabilities to properly remove sanitary and sewage waste from the dwelling unit, in violation of Sections 38-1(5)(8)(9) and (12), 38-58(1)(i)(j)(k)(l) and 38-59(c).

h. The dwelling does not have water and sewer services, in violation of Sections 38-1(5)(8)(9) and (12), 38-58(i)(j)(k) and (l).

i. The dwelling does not have smoke detectors, in violation of Sections 38-1(11), 38-58(3)(c) and (4).

j. The yard and exterior property areas contain plant growth, which is noxious or detrimental to health, in violation of Sections 38-61(o).

k. The dwelling is presently vacant.

3. The structure is currently located in the AE flood zone with base flood elevation (BFE) of nine (9) foot, the panel number is 3720557000K.

4. A hearing will be held on the **17th Day of January 2024, at 2:00 p.m.** in the office of the City Building Inspector located at 303 First Street, New Bern, North Carolina 28560.

5. 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.

6. You have the right to **appear** at the above-scheduled hearing, in person or otherwise, and give testimony.

7. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the City Building Inspector.

8. Following the hearing, the undersigned Building Inspector may issue an order to repair, alter, improve, vacate and close, or remove or demolish the structures 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;

- 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 3rd Day of January 2024.

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

I hereby certify that on the this 4th Day of January 2024, 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;

Willie Mae Hill
724 Creek Ridge Rd, Trailer 20
Greensboro, NC 27406
7022 2410 0002 6202 3944

Willie Mae Hill
1125 Walt Bellamy Dr, Apt 1K
New Bern, NC 28562
7022 2410 0002 6202 3968

Willie Mae Hill
3010 Westminster Dr, Apt C
New Bern, NC 28562
7022 2410 0002 6202 3975

Craven County c/o Arey W. Grady, III
244-A Craven St
New Bern, NC 28560
7022 2410 0002 6202 4002

Willie Mae Hill, and Spouse, if any
724 Creek Ridge Rd, Trailer 20
Greensboro, NC 27406
7022 2410 0002 6202 3951

Willie Mae Hill, and Spouse, if any
1125 Walt Bellamy Dr, Apt 1K
New Bern, NC 28562
7022 2410 0002 6202 3982

Willie Mae Hill, and Spouse, if any
3010 Westminster Dr, Apt C
New Bern, NC 28562
7022 2410 0002 6202 3999

I further certify that on this 4th Day of January 2024, 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
Minimum Housing and Nuisance Abatement Supervisor
Building Inspector I
City of New Bern
(252) 639-2943

NORTH CAROLINA
CITY OF NEW BERN

FILED

File # 24 M 100

1300 Clark Ave OBE 02216

THE CITY OF NEW BERN 2024 JAN 19 A 8:21 Plaintiff	
Vs	CRAVEN CO., C.S.C.
BY	<u>YMO</u>
WILLIE MAE HILL, AND SPOUSE, if any; Defendants - Owners	
CRAVEN COUNTY AND CITY OF NEW BERN, Lienholders	

BEFORE THE BUILDING
INSPECTOR OF THE
CITY OF NEW BERN

**ORDER OF THE BUILDING
INSPECTOR OF THE
CITY OF NEW BERN**

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 Chief Building Inspector of the City of New Bern on the 17th Day of January 2024; and

UPON HEARING evidence and testimony in this matter, the Building Inspector of the City of New Bern found the following facts:

1. The dwelling located at 1300 Clark Avenue New Bern, North Carolina (Subject Dwelling) is not in compliance with the Minimum housing standard set forth in Chapter 38 of the City of New Bern's Ordinance.

2. Patrick J Ezel, Minimum Housing and Nuisance Abatement Supervisor, Building Inspector I, appeared on behalf of the City of New Bern. Matt Boswell, Chief Building Inspector, was present as an observer.

3. There were no parties that appeared on behalf of the defendants - owners.

4. The following were properly notified but were not present: Willie Mae Hill, and Spouse, if any.

5. Willie Mae Hill, and Spouse, if any, own the real property located at 1300 Clark Avenue, New Bern, North Carolina, which bears Craven County parcel identification number 8-013-119.

6. The Subject dwelling is presently vacant. No utilities since 2019.

7. The dwelling located at 1300 Clark Avenue, 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.

8. 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 in excess of seventy-five (75%) of their 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.

9. 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.

10. 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, 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.

11. After finding the aforementioned facts, the Building Inspector ordered that the Owner 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 **March 17, 2024**.

b. Ensure all permits are obtained prior to work beginning.

c. Ensure that all electrical, plumbing, mechanical and gas work be 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 on the exterior of said dwelling is abated in compliance with the regulations enforced by the Craven County Health Department.

e. Ensure that property and structures located thereon be brought into compliance

with Article XVI of the Appendix A of the Land Use Ordinance of the City of New Bern which is commonly referred to the Flood Plain Ordinance, if applicable. The structure is currently located in the AE flood zone with base flood elevation (BFE) of nine (9) foot, the panel number is 3720557000K.

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 this Order within 31 days of June 9, 2019;
- An additional sum of \$1,000.00 (for a total sum of \$1,500.00) for failure to comply with this Order within 61 days of June 19, 2019;
- An additional sum of \$1,500.00 (for a total sum of \$3,000.00) for failure comply with this Order within 91 days of June 9, 2019;
- An additional sum of \$2,000.00 (for a total sum of \$5,000.00) for failure to comply with this Order within 121 days of June 9, 2019; 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 continuing failure to comply with this Order.

This 19th Day of January 2024.

Patrick J Ezel 756

Patrick J Ezel
Minimum Housing and Nuisance Abatement Supervisor
Building Inspector I
City of New Bern
252-639-2943

02216
1300 Clark Ave
CERTIFICATE OF SERVICE

I hereby certify that on the 22nd Day of January 2024, 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:

Reg
cert-deliv
1-26-2024
7022 2410 0002 6202 3906
Willie Mae Hill
724 Creek Ridge Rd, Trailer 20
Greensboro, NC 27406
Reg
cert-1-24-2024
7022 2410 0002 6202 4064
Willie Mae Hill
1125 Walt Bellamy Dr, Apt 1K
New Bern, NC 28562
Reg-RTS
cert-RTS
7022 2410 0002 6202 4064
Willie Mae Hill
3010 Westminster Dr, Apt C
New Bern, NC 28562
Reg
cert-1-25-2024
7022 2410 0002 6202 4088
Craven County c/o Arey W. Grady, III
244-A Craven St
New Bern, NC 28562
7022 2410 0002 6202 4101

0164
3-17-2024
Reg
cert-RTS
7022 2410 0002 6202 4057
Willie Mae Hill, and Spouse, if any
724 Creek Ridge Rd, Trailer 20
Greensboro, NC 27406
Reg
cert-1-24-2024
7022 2410 0002 6202 4071
Willie Mae Hill, and Spouse, if any
1125 Walt Bellamy Dr, Apt 1K
New Bern, NC 28562
Reg-RTS
cert-RTS
7022 2410 0002 6202 4095
Willie Mae Hill, and Spouse, if any
3010 Westminster Dr, Apt C
New Bern, NC 28562

I further certify that on this the 22nd Day of January 2024, 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
Minimum Housing and Nuisance Abatement Supervisor
Building Inspector I
City of New Bern
252-639-2943

02216



MEMO:

Date: 04/05/2024

TO: Willie Mae Hill and family members

FROM: Patrick J Ezel, Minimum Housing and Nuisance Abatement Supervisor

RE: **1300 Clark Avenue (Parcel ID # 8-013-119) File # 24-M-100**
Demolition Requested

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 17 March 2024. 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 06 June 2024.

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: 1300 Clark Avenue (Parcel ID # 8-013-119) File # 24-M-100

I hereby certify that on 05 April 2024 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:

*Reg
Cert - 4.8.2024*
Willie Mae Hill
724 Creek Ridge Rd, Trailer 20
Greensboro, NC 27406

7022 2410 0002 6202 4538

*Reg
Cert - 4.8.2024*
Willie Mae Hill
1125 Walt Bellamy Dr, Apt 1K
New Bern, NC 28562

7022 2410 0002 6202 4552

*Reg - RTS
Cert*
Willie Mae Hill
3010 Westminster Dr, Apt C
New Bern, NC 28562

7022 2410 0002 6202 4576

*Reg
Cert - 4.8.2024*
Craven County c/o Arey W. Grady, III
244-A Craven St
New Bern, NC 28560

7022 2410 0002 6202 4590

*Reg
Cert*
Willie Mae Hill, and Spouse, if any
724 Creek Ridge Rd, Trailer 20
Greensboro, NC 27406

7022 2410 0002 6202 4545

*Reg
Cert - 4.8.2024*
Willie Mae Hill, and Spouse, if any
1125 Walt Bellamy Dr, Apt 1K
New Bern, NC 28562

7022 2410 0002 6202 4569

*Reg - RTS
Cert - RTS*
Willie Mae Hill, and Spouse, if any
3010 Westminster Dr, Apt C
New Bern, NC 28562

7022 2410 0002 6202 4583

I further certify that on this the 05 April 2024, 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

Craven County Geographic Information System



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PARCEL ID : 8-013 -119

**This parcel is being processed under a County Tax Foreclosure.
Call the Craven County Tax Office at 252-636-6605 for additional information.**

Owner :	HILL, WILLIE MAE		
Mailing Address :	724 CREEK RIDGE RD TRLR 20 GREENSBORO, NC 27406		
Address of Property :	1300 CLARK AVE		
Subdivision :			
Property Description :	31 & 32 JACKSON TERRACE		
Assessed Acreage :	0.165		
Deed Book Page :	3694 0653	Deed Recording Date :	10 8 2021
Land Value :	\$8,500	Recorded Survey :	
Total Improvement(s) Value :	\$18,780	Life Estate Deed :	
Total Assessed Value :	\$27,280	Estate File Year-E-Folder :	
Number of Improvements:	1	Tax Exempt :	No
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
10/8/2021 3694-0653	CITIFINANCIAL SERVICES INC	HILL, WILLIE MAE	STRAIGHT TRANSFER	\$0
8/27/2015 3381-0209	HILL, WILLIE MAE	CITIFINANCIAL SERVICES INC	STRAIGHT TRANSFER	\$0
9/16/2003 2094-0808	HILL, JAMES & WILLIE MAE	HILL, WILLIE MAE	STRAIGHT TRANSFER	\$0

Real Buildings and Improvements

Type of Structure	Year Built	Base Area 1st Floor	Value
RES-SINGLE FAMILY	1975	1056	\$18,780

Craven County Geographic Information System



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PARCEL ID : 8-013 -119

Owner : HILL, WILLIE MAE
Mailing Address : 724 CREEK RIDGE RD TRLR 20 GREENSBORO, NC 27406
Address of Property : 1300 CLARK AVE
Subdivision :
Property Description : 31 & 32 JACKSON TERRACE

Call the Craven County Tax Collections Office at 252-636-6605 to verify the following info and to determine if TAXES are due prior to 2014 .

* Billing Type Blank = First Original Bill, D = Discovery

** Billed may include recycling, interest, other fees, etc.

*** The values shown under Personal Value may not include all personal property OWNED by this tax payer.

This parcel is being processed under a County Tax Foreclosure.

Tax Year Billing Type*	County Tax Billed** Due	City Tax Billed** Due	Total Tax Billed** Due	Real Value Exclusion	Personal Value*** Exclusion
2014	\$120.62	\$105.78	\$226.40	\$25,800	\$0
	\$229.44	\$521.20	\$750.64	\$0	\$0
2015	\$120.62	\$105.78	\$226.40	\$25,800	\$0
	\$218.16	\$184.72	\$402.88	\$0	\$0
2016 Revaluation	\$107.29	\$91.49	\$198.78	\$19,890	\$0
	\$184.79	\$584.73	\$769.52	\$0	\$0
2017	\$107.29	\$91.49	\$198.78	\$19,890	\$0
	\$174.71	\$143.48	\$318.19	\$0	\$0
2018	\$107.29	\$91.49	\$198.78	\$19,890	\$0
	\$164.63	\$135.20	\$299.83	\$0	\$0
2019	\$94.55	\$82.99	\$177.54	\$17,210	\$0
	\$136.91	\$115.15	\$252.06	\$0	\$0
2020	\$91.80	\$80.58	\$172.38	\$16,710	\$0
	\$124.45	\$104.55	\$229.00	\$0	\$0
2021	\$93.58	\$80.58	\$174.16	\$16,710	\$0
	\$117.96	\$97.30	\$215.26	\$0	\$0
2022	\$93.58	\$80.58	\$174.16	\$16,710	\$0
	\$109.15	\$90.05	\$199.20	\$0	\$0
2023 Revaluation	\$121.34	\$103.66	\$225.00	\$27,280	\$0
	\$124.68	\$2,153.28	\$2,277.96	\$0	\$0
Total Real Taxes Due 2014 to 2023	\$1,584.88	\$4,129.66	TOTAL =	\$5,714.54	

Current Tax Rates

County	City	Fire	Special	Total
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Craven County Geographic Information System

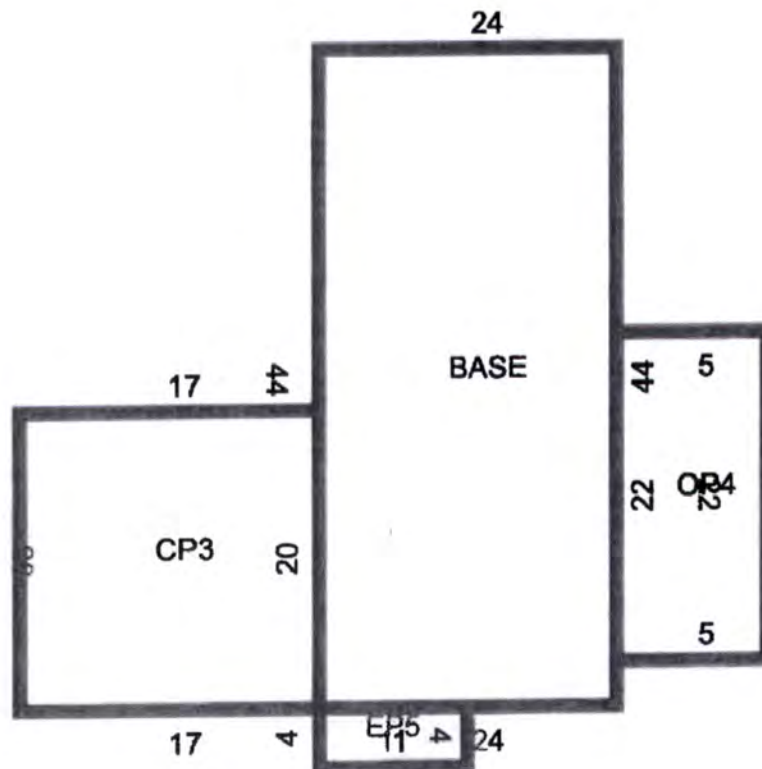


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PARCEL ID : 8-013 -119

Type :	RES-SINGLE FAMILY	Value :	\$18,780
Base Area 1st Floor :	1056	Total Adjusted Area :	1224
Actual Year Built :	1975	Effective Year Built :	1990
Rooms :	5	Bedrooms :	2
Bathrooms (Full,Half) :	1.1	Heating :	FWA/AC/HEAT PUMP
Electric :	AVERAGE SERVICE	Plumbing :	COMPLETE AVERAGE
Foundation :	ENCLOSED MASONRY	Exterior Walls :	BRICK VENEER OVER WOOD FRAME
Roof Type :	GABLE	Roof Material :	SHINGLE-COMPOSITION
Floors :	CARPET/VINYL	Interior Finish :	FINISHED DW/PLASTER-AVERAGE
Attached Garage :	No	Basement :	No
Number of Stories :	1	Approximate Heated SqFt :	1056
Building Quality :	D- AVERAGE MINUS		

Code	Description	Sq.Ft.	Adjustment	Adjusted Sq.Ft.	Approximate Heated Sq.Ft.
BASE	Base Area	1056	100%	1056	1056
CP3	Carport	340	30%	102	
EP5	Porch Enclosed	44	50%	22	
OP4	Porch Open	110	40%	44	
			TOTAL	1224	1056





Craven County GIS 1300 Clark Ave

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on May 29, 2024 at 2:36:42 PM

1 inch = 125 feet

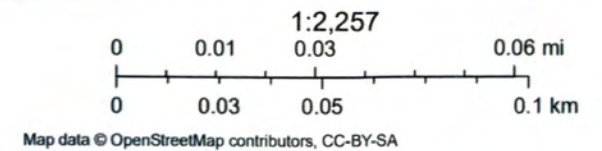


New Bern Ward Map



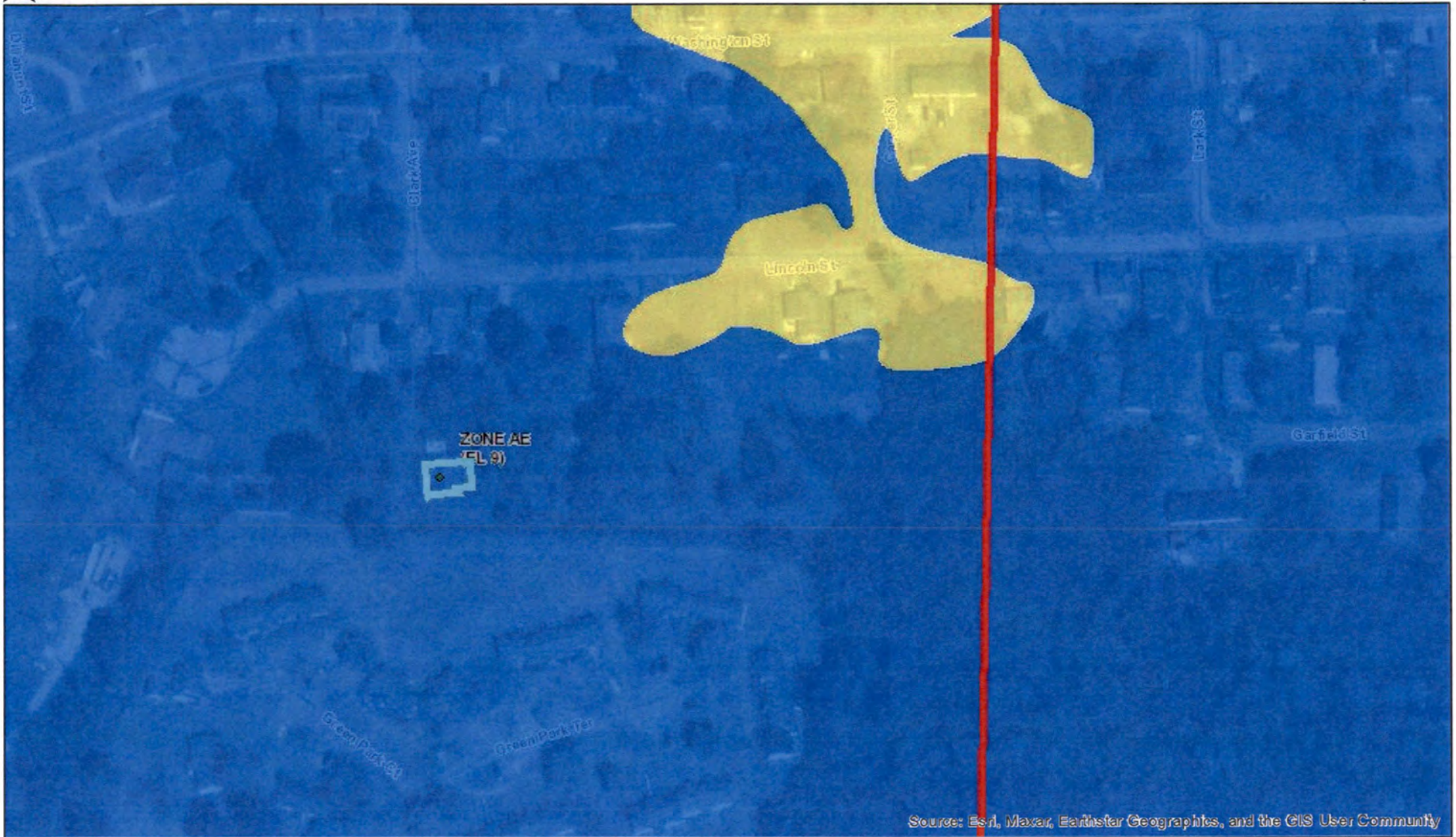
5/29/2024, 12:45:20 PM

Parcels
 Ward 5
 Ward 2
 New Bern Limits





N

May 29, 2024



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

- | | | | |
|-------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|-------------------------------------------------|
|  | Panels |  | Flood Hazard Areas |
|  | Political Areas |  | Floodway (AE) |
|  | Stream Centerline |  | 0.2 % Chance Annual Flood Hazard |
|  | Cross Sections |  | Future Conditions 1% Annual Chance Flood Hazard |
|  | Levee | | |

North Carolina Floodplain Mapping Program





Proposed Demolition Context Map: 1300 Clark Avenue



Property
Site

Current Owner(s):
Hill, Willie Mae
Address: 1300 Clark Ave.
Acres: 0.165 Ac.
Parcel ID: 8-013-119



1 inch = 100 feet

0 50 100 200 Feet

Imagery 2020

NOCCGA, NORTH Board

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Classification Pay Plan

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Human Resources	Person Submitting Item: Sonya H. Hayes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The current Classification Pay Plan was adopted for FY 23-24. The Board must approve the recommended changes included in the FY 24-25 proposed budget as a resolution.
Actions Needed by Board:	Adopt resolution approving the Classification Pay Plan FY 24-25
Backup Attached:	
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:



NEW BERN
NORTH CAROLINA
303 First Street, P.O. Box 1129
New Bern, NC 28563
(252) 639-7571

TO: Mayor and Board of Aldermen

FROM: Sonya H. Hayes
Director of Human Resources

DATE: June 11, 2024

RE: **Employee Classification Pay Plan FY 2024-2025**

Background

The Classification Pay Plan, adopted for Fiscal Year 2023-2024, should be amended to reflect proposed changes that have been incorporated into the Fiscal Year 2024-2025 budget.

The proposed Classification Pay Plan for FY 2024-2025 incorporates a two percent (2%) COLA to be effective July 1, 2024. Adjusting the salary ranges by including the 2% COLA will support our efforts to ensure that salaries remain competitive with comparable size municipalities and improve employee retention.

The following new position titles have been added to the Classification Pay Plan:

- Grade 14 – Recreation Specialist (new position title; reclassified from Special Projects Coordinator – Grade 17)
- Grade 15 – Enrichment Coordinator (new position title)
- Grade 17 – Fitness Coordinator (new position title)
- Grade 17 – Crime Analyst (new position title)
- Grade 19 – Water Resources Program Coordinator (new position title; reclassified from Pretreatment Coordinator – Grade 17)
- Grade 20 – Utility Analyst (new position title; title changed from Key Accounts Analyst)

- Grade 21 – Budget Administrator (new position title for one Senior Accountant position)
- Grade 23 – Zoning Administrator (new position title; title changed from Land & Community Development Administrator)
- Grade 24 – Historic Preservation Administrator (new position title; title changed from City Planner)
- Grade 24 – City Clerk (position reclassified from Grade 22)
- Grade 25 – Assistant Director of Information Technology (new position title; reclassified from Senior IT Analyst)

The following position titles have been deleted from the Classification Pay Plan:

- Grade 14 – Cross Connection Coordinator
- Grade 17 – Pretreatment Coordinator (reclassified to Water Resources Program Coordinator – Grade 19)
- Grade 17 – Special Projects Coordinator (reclassified to Recreation Specialist – Grade 14)
- Grade 20 – Key Accounts Analyst (title changed to Utility Analyst)
- Grade 23 – Land & Community Development Administrator (title changed to Zoning Administrator)
- Grade 24 – City Planner (title changed to Historic Preservation Administrator)

Requested Action

We are requesting that the Board of Aldermen consider approving the attached resolution which adopts the Classification Pay Plan effective July 1, 2024.

RESOLUTION

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

That the City of New Bern Classification Pay Plan, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved. The Classification Pay Plan shall be effective as of July 1, 2024.

ADOPTED THIS 11th DAY OF JUNE 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

City of New Bern
Classification Pay Plan
Fiscal Year 2024 - 25
Effective July 1, 2024

Grade	Title	Minimum	Midpoint	Maximum
1		21,734	28,554	35,372
2		22,821	29,981	37,141
3		23,962	31,481	38,997
4		25,160	33,055	40,948
5		26,418	34,707	42,995
6		27,739	36,442	45,145
7	Custodian	29,126	38,264	47,403
8	Accounting Clerk Inventory Control Clerk Lead Custodian Office Assistant II	30,582	40,178	49,772
9	Parks Maintenance Technician Police Service Technician Senior Maintenance Worker Utility Maintenance Worker I Utility Service Specialist	32,111	42,186	52,261
10	Billing Services Representative Equipment Operator I Maintenance Construction Worker Office Assistant III Parks Maintenance Specialist Payment Services Representative Tree Trim Groundworker Utility Service Technician Warehouse Technician	33,717	44,295	54,874
11	Accounting Technician I Bio-Solids Operator Customer Service Representative Engineering Assistant Fire Trainee Irrigation Operator Lead Equipment Operator I Lead Maintenance Worker Maintenance Technician Police Service Technician (Animal Control) Police Service Technician (Property & Evidence) Senior Billing Services Representative Senior Payment Services Representative Tree Trimmer Trainee Utility Control System Operator Utility Maintenance Worker II	35,403	46,511	57,618

Grade	Title	Minimum	Midpoint	Maximum
12	Administrative Assistant Electric Groundworker Electric Meter Technician Equipment Operator II Human Resources Assistant Lead Warehouse Technician Senior Customer Service Representative Wastewater Treatment Plant Operator I Water Treatment Plant Operator I	37,173	48,836	60,499
13	Fire Specialist Police Officer Trainee Police Service Technician/Telecommunicator I Tree Trimmer Utility Locator Utility Maintenance Lead Worker Water Resources Service Technician	39,032	51,278	63,523
14	Accounting Technician II Fire Specialist I Laboratory Technician Lead Equipment Operator II Lead Maintenance Technician Metering and Billing Coordinator Parks Crew Leader Police Service Technician/Telecommunicator II Pump Station Mechanic Recreation Specialist Wastewater Treatment Plant Operator II Water Treatment Plant Operator II	40,983	53,841	66,700
15	Auto Mechanic Billing Services Supervisor Customer Service Supervisor Electric Line Worker 3rd Class Enrichment Coordinator Fire Specialist II Human Resources Technician Inflow and Infiltration Technician Load Management Systems Technician Payment Services Supervisor Police Service Technician/Telecommunicator III Senior Water Resources Service Technician Utility Locate Coordinator	43,032	56,533	70,035
16	Electric Svc. Representative Fire Specialist III Heavy Equipment Mechanic Nuisance Abatement Officer Substation Technician I Tree Trim Crew Leader Wastewater Treatment Plant Operator III Water Treatment Plant Operator III	45,184	59,361	73,536
17	Account Services Supervisor Athletic Coordinator Biosolids Supervisor Building and Grounds Maintenance Supervisor Building Inspector I	47,443	62,327	77,213

Grade	Title	Minimum	Midpoint	Maximum
	Crime Analyst			
	Electrical Engineer Technician			
	Electrician			
	Facilities Maintenance Crew Supervisor			
	Field Service and Metering Supervisor			
	Fitness Coordinator			
	GIS Technician			
	IT Technician			
	Lead Auto Mechanic			
	Police Officer			
	Recreation Program Coordinator			
	Special Events Coordinator			
	Water/Sewer Crew Supervisor			
18	Accountant	49,815	65,444	81,074
	Administrative Support Supervisor			
	Civilian Unit Supervisor			
	Electric Line Worker 2nd Class			
	Fire Prevention Inspector			
	MPO Planner			
	Planner I			
	Substation Technician II			
	Wastewater Treatment Plant Oper. IV			
	Water Treatment Plant Operator IV			
19	Assistant Fire Marshal	52,306	68,717	85,128
	Athletic Supervisor			
	Building Inspector II			
	Center Supervisor			
	Energy Management Specialist			
	Financial and Budget Analyst			
	Fire Engineer			
	Heavy Equipment Manager			
	Master Police Officer I			
	Minimum Housing and Nuisance Abatement Supervisor			
	Senior IT Technician			
	Utility Control Room Supervisor			
	Water Resources Program Coordinator			
20	Business Assistant/Analyst	54,921	72,153	89,384
	Chief Treatment Plant Operator			
	Deputy Fire Marshal			
	Electric Line Worker 1st Class			
	Fiber Systems Technician			
	Fire Captain			
	IT Infrastructure Analyst			
	IT Systems Analyst			
	Laboratory Supervisor			
	Master Police Officer II			
	Planner II			
	Project Coordinator			
	Safety Officer			
	Telemetry and Control Technician			
	Treatment Plants Maint. Supervisor			
	Utility Analyst			
	Water Resources Service Coordinator			

Grade	Title	Minimum	Midpoint	Maximum
21	Budget Administrator Building & Grounds Maintenance Superintendent Building Inspector III Community Development Coordinator Facilities Maintenance Superintendent Fleet Maintenance Superintendent Master Police Officer III Parks Superintendent Purchasing and Warehouse Manager Recreation Superintendent Senior Accountant Stormwater Superintendent Waste Collection Superintendent Water Facilities Maintenance Superintendent Water/Sewer Construction Superintendent	57,667	75,760	93,854
22	Planner III Police Sergeant Public Information Officer Utility Coordinator (Electric)	60,551	79,549	98,546
23	Electric Line Crew Leader Metropolitan Planning Organization Administrator SCADA/Control Systems Supervisor Senior Financial and Budget Analyst Senior IT Analyst Streets Superintendent Zoning Administrator	63,578	83,525	103,473
24	Chief Building Inspector City Clerk Community & Economic Development Manager Fire Battalion Chief Fire Division Chief of Training Fire Marshal/Division Chief of Fire Prevention GIS Programmer Analyst Historic Preservation Administrator Staff Engineer Support Services Division Chief Utility Business Office Manager Utility Maintenance Superintendent Wastewater Treatment Plant Manager Water Treatment Plant Manager	66,756	87,701	108,646
25	Accounting Manager Assistant Director of Development Services Assistant Director of Human Resources Assistant Director of Information Technology Electric Substation Superintendent GIS Manager Police Lieutenant Utility Business Operations Manager	70,095	92,087	114,078
26	Electric Engineering Manager	73,599	96,691	119,783
27	Deputy Fire Chief/Operations Commander Police Captain	77,279	101,526	125,773

Grade	Title	Minimum	Midpoint	Maximum
28	Executive Director Redevelopment Commission	81,143	106,602	132,061
29	Deputy Chief of Police Electric Distribution Superintendent	85,200	111,931	138,663
30		89,461	117,529	145,596
31	Assistant Director of Public Works Transmission and Distribution Manager	93,933	123,405	152,876
32	Director of Human Resources Director of Information Technology Director of Parks & Recreation	98,631	129,575	160,520
33	City Engineer Director of Development Services Director of Public Works Director of Water Resources Fire Chief	103,563	136,054	168,547
34	Chief of Police Director of Finance Director of Utilities	108,741	142,856	176,974
35	Assistant City Manager	114,178	149,999	185,823

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting the Schedule of Fees and Charges Ordinance Amendment for Fiscal Year 2024-25

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Amend the Schedule of Fees and Charges for FY 2024-25, effective July 1, 2025. Schedule of Fees and Charges with redline and Schedule of Fees and Charges without redline are attached.
Actions Needed by Board:	Adopt Ordinance Amendment for the FY 2024-25 Schedule of Fees and Charges
Backup Attached:	Memo; Ordinance; Schedule of Fees and Charges with and without redline
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:

Aldermen

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



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: May 31, 2024

RE: Amendment to Schedule of Fees and Charges

Background

The City of New Bern Schedule of Fees and Charges, adopted on September 26, 2023, should be amended to reflect proposed fee changes. These changes are included in the City Manager's recommended budget for FY 2024-25 as part of the revenue projections and will be effective July 1, 2024.

Current

These changes, additions and deletions are identified in red on the attached proposed City of New Bern Schedule of Fees and Charges. Please note fee amendments in the following sections:

- Section 1. Administrative
- Section 2. Cemeteries
- Section 3. Fire
- Section 5. Parks and Recreation
- Section 9. Public Works
- Section 10. Refuse
- Section 11. Utilities – Electric, Water, and Sewer

Requested Action

It is requested that the Board consider adopting the attached Ordinance to Amend the Schedule of Fees and Charges.

**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 September 26, 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 September 26, 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 July 1, 2024.

ADOPTED THIS 11th DAY OF JUNE 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

SCHEDULE OF FEES AND CHARGES*

**CITY OF NEW BERN
EFFECTIVE JULY 1, 2024
(Revised 6/11/2024)**

1. ADMINISTRATIVE	FEES
Beer & Wine Licenses (valid May 1 - April 30)	
Beer On Premises	\$15 annually
Beer Off Premises	\$5 annually
Unfortified/Fortified Wine On Premises	\$15 annually
Unfortified/Fortified Wine Off Premises	\$10 annually
CD, DVD or USB Flash Drive	\$10
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	\$15
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	\$650 resident/\$1,300 nonresident
Weekdays before 4pm, infant/cremations/mausoleum	\$600 resident/\$1,200 nonresident
Weekdays after 4pm and weekends, adult	\$750 resident/\$1,500 nonresident
Weekdays after 4pm and weekends, infant/cremations/mausoleum	\$650 resident/\$1,300 nonresident
Holidays, adult	\$800 resident/\$1,600 nonresident
Holidays, infant/cremations/mausoleum	\$700 resident/\$1,400 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
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

SCHEDULE OF FEES AND CHARGES*

CITY OF NEW BERN

EFFECTIVE JULY 1, 2024

(Revised 6/11/2024)

*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

Operational Permits:	
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
Fumigation and thermal insecticidal fogging	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$75/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 + \$2 per head
Battery systems	\$75
Compressed gas	\$75
Cryogenic fluids	\$75
Emergency responder radio coverage systems	\$100 + \$2 per device
Fire alarm and detection systems and related equipment	\$100 + \$2 per device
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial ovens	\$75
Private fire hydrants	\$75 per hydrant
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment	\$125 per tank
Temporary membrane structures and tents	\$75
Fire Main Inspection	\$100 + \$2 per foot of pipe
Life Safety Violation:	
1st Offense	\$150
2nd Offense	\$200
3rd Offense	\$300
4. PARKING: (Code Section 70-272)	
FEES	
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
5. PARKS AND RECREATION: (Code Section 50-2)	
FEES	
Athletics and Field Rentals:	
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Daily	not to exceed \$5
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) -	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

SCHEDULE OF FEES AND CHARGES*

CITY OF NEW BERN

EFFECTIVE JULY 1, 2024

(Revised 6/11/2024)

Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)	\$200 resident/\$275 nonresident
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresident
Adult sports leagues - 5K events per participant	\$30 resident/\$45 nonresident
Adult sports leagues - Individual participation for all leagues	\$20 resident/\$30 nonresident
Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$15 resident/\$30 nonresident
Summer basketball program (Adult)	\$20 resident/\$40 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.00 resident; \$4.00 nonresident
Parent and one child up to age 2 package	\$4.00 resident; \$8.00 nonresident
(\$1.00 for each additional child up to age 2. Limit of 3)	
Age 3-17	\$2.00 resident; \$5.00 nonresident
Age 18-54	\$3.00 resident; \$6.00 nonresident
Age 55 and up (seniors)	\$2.50 resident; \$5.00 nonresident
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$2.00 nonresident
Age 3-17	\$2.00 resident; \$4.00 nonresident
Age 18-54	\$2.50 resident; \$5.00 nonresident
Age 55 and up (seniors)	\$1.50 resident; \$3.00 nonresident
Aquatic Center season pass	
Aquatic Center Pool Party:	
2 Hours - Up to 30 participants	\$200 resident; \$400 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; \$40/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; \$80/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; \$40/hr nonresident
EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.	
Batting cages, parties only (2 hours). Available offseason only.	\$30
Bleacher rentals (daily rental fees)	\$100 (small); \$150 (medium); \$300 (large)
Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	(1-4 sets)
Recreation Programs:	
Childcare after-school recreation program (resident)	\$40/wk
Childcare after-school recreation program (non-resident)	\$80/wk
Classes - Adult recreation & fitness (annual) indoor	\$30 resident/\$60 nonresident
Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor)	\$6 per class
Classes - Art (resident) includes instructor fee & some materials	\$20-\$150
(20 city /80 split with instructor)	
Classes - Art (nonresident) includes instructor fee & some materials	\$40-\$300
Classes - Ceramics (resident)	\$25; seniors \$20
Classes - Ceramics (nonresident)	\$50; seniors \$40
Dog Park:	
Yearly 1 dog	\$25 resident/\$50 nonresident
Each additional dog	\$20 resident/\$40 nonresident
One day pass	\$5 resident/\$10 nonresident
Weekend pass	\$15 resident/\$30 nonresident
Monthly pass	\$20 resident/\$40 nonresident
Honor/Memory Programs:	
Tree purchase program	
Memory bench program - new	\$750/bench (includes placard)
Memory bench program - existing	\$600/bench (includes placard)

SCHEDULE OF FEES AND CHARGES*
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Brick Pavers	
Kidsville Pickets	\$50
Kidsville Tiles	\$25
Facility Rates (Recreation Centers, 408 Hancock, Community Center):	
Multi-purpose room rental (2 hours minimum):	
Resident	\$30/hr
Nonresident	\$60/hr
Gym rental (2 hours minimum):	
Resident	\$40/hr
Nonresident	\$80/hr
Meeting room rental (2 hours minimum):	
Resident	\$25
Nonresident	\$50/hr
Gym - walk-in (1 day)	\$1
Gym - contracted lessons (Parks & Recreation receives 20% of fee)	80/20% split
Kitchen rental:	
Resident	\$25/hr
Nonresident	\$50/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; \$80/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$50/hr resident; \$100/hr nonresident
Park Green Space - Small	\$40/hr resident; \$80/hr nonresident
Park Green Space - Medium	\$50/hr resident; \$100/hr nonresident
Park Green Space - Large	\$60/hr resident; \$120/hr nonresident
Shelter Reservation:	
Resident (half day - up to 4 hours)	\$20 - \$50 based on location
Nonresident (half day - up to 4 hours)	\$40 - \$100 based on location
Resident (full day - up to 8 hours)	\$30 - \$60 based on location
Nonresident (full day - up to 8 hours)	\$60 - \$120 based on location
Sprayground (Daily admission before noon for group reservations)	\$1 resident/\$3 nonresident
Summer camps:	
Bear Bunch Camp (per session)	\$75 resident/\$150 nonresident
Cooking Camp	\$105 resident/\$210 nonresident
Sports Camp	\$75 resident/\$150 nonresident
Teen Camp	\$75 resident/\$150 nonresident
Y.E.S. Camp	\$35 for 1st/\$30 each additional resident
	\$70 for 1st/\$60 each additional nonresident
Adventure Camp	\$100 resident/\$200 nonresident
Swim lesson sessions - 8 classes per session	\$50 resident/\$100 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available))	
Youth Sports:	
Youth football and cheerleading	\$50 resident/\$100 nonresident
Youth basketball	\$40 resident/\$80 nonresident
Youth baseball	\$20-\$40 resident/\$40-\$80 nonresident
Youth soccer	\$40 resident/\$80 nonresident
Youth lacrosse	\$40 resident/\$80 nonresident
Youth road races (per participant)	\$30 early registration/\$60 late registration
Fishing Tournament Permit	\$100 resident/\$200 nonresident
Fishing Tournament Attendant (opening/closing)	\$25/hour
Community Garden (per space)	\$25
Wedding Permit	\$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/\$100 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.	

SCHEDULE OF FEES AND CHARGES*

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6. Development Services:		FEES
Planning Fees:		
Certificate of zoning compliance letter		\$30
Historic Preservation - Minor works		\$50
Historic Preservation - After the fact minor fee		\$150
Historic Preservation - Major works requiring design review		\$150
Historic Preservation - After the fact major fee		\$300
Family Care facility approval		\$50
Modification of land use ordinance zoning map		\$500
Modification of land use ordinance text amendment		\$300
Site Plan review		\$375
Special use permit		\$375
P&Z General Subdivision Plan Review Application		\$250 + \$25/acre
Subdivision application - final review		\$400
Subdivision application - minor plats & recombination		\$50
Telecommunication - New wireless support structure		\$1,500
Telecommunication - other		\$500
Zoning compliance permit		\$50
Administrative Fees:		
Starting work without a permit		Double the permit fee
Inspection Fees:		
Residential: Building Permit new/addition		\$550 first 1,000 sf + .25/sf over
Residential Renovations		\$75 + .20/sf
Commercial: Building Permit new/addition		\$800 first 1,000 sf + .25/sf over
Commercial Renovation/upfit		\$125 + .20/sf
Demolition		Residential \$175; Commercial \$225
Residential singlewide manufactured home		\$200
Residential multiwide manufactured home or modular		\$300
Temporary Certificate of Occupancy		\$125, 30 days
Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)		\$75/each
Inspections - Plan Review Residential		\$75
Inspections - Plan Review Commercial		\$150
Residential Electrical new/addition/renovation		\$75 + .10/sf
Commercial Electrical new/addition/renovation		\$125 + .10/sf
Shell up to 20,000 sf		\$800
Shell more than 20,000 sf		\$2,000
Residential Gas Piping new/addition/renovation		\$75 + \$20/appliance
Commercial Gas Piping new/addition/renovation		\$125 + \$20/appliance
House Moving Permit		\$300
Residential Insulation		\$75
Commercial Insulation		\$125
Residential Mechanical new/addition/renovation		\$125/unit
Residential Mechanical Ductwork		\$75
Commercial Mechanical new/addition/renovation		\$125/unit
Commercial Mechanical Ductwork		\$125
Residential Plumbing new/addition/renovation		\$75 + \$10/fixture
Commercial Plumbing new/addition/renovation		\$125 + \$10/fixture
Sign Building Permit		\$125
Residential Roofing		\$125
Residential Deck/carport/pool/pre-built shed (up to 400 sf)		\$125
Residential Dock/pier		\$125
Residential Bulkhead/retaining wall		\$125
Residential Rooftop Solar array		\$125
Commercial Roofing		\$250
Commercial Modular/job trailer		\$125
Commercial Cell tower alteration		\$200
Commercial Dock/pier		\$125 + .10/sf
Commercial Bulkhead/retaining wall		\$125 + .10/lf
Commercial Fuel Tanks		\$125 per tank
Commercial Solar Farm		\$5/panel first + 200 \$1/panel each additional
Single trade-minimum fee permits:		
Mechanical, Fuel Piping, Plumbing, Electrical Residential		\$75
Mechanical, Fuel Piping, Plumbing, Electrical Commercial		\$125
Miscellaneous Fees:		
Floodplain Development Permit		\$100
Homeowners Recovery Fee		\$10
ABC Compliance Inspection		\$75

SCHEDULE OF FEES AND CHARGES*
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Permit Modification	\$25
Sign Return	\$10 per sign
Permit - Tree Removal	\$25
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	\$200
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

SCHEDULE OF FEES AND CHARGES*
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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
Encroachment Fee per Application	\$100
10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$19.35/month + \$19.35 each additional
Dumpster services - 2 yd (1x week service)	\$34.85/month
Dumpster services - 4 yd (1x week service)	\$69.20/month
Dumpster services - 6 yd (1x week service)	\$103.20/month
Dumpster services - 8 yd (1x week service)	\$136.40/month
Refuse container	1 at no charge
Residential service (65-gal cart / 1x week service)	\$19.35
Seniors Exemption Credit	50% of residential service
11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)	FEES
Electric rates	See rate ordinance adopted 6/14/22
Water & Sewer System Development Fees & Connection Fees	See ordinance adopted 6/12/18
Water & Sewer Rates	See ordinance adopted 6/23/15
Additional fee if service needs to be disconnected by	
City personnel at pole due to meter-service tampering	\$180
City personnel at pole due to delinquency	\$180
Changed payment arrangement fee	\$35
New service connection/transfer fee: requests after 11 am are next day service	\$35
New service connection/transfer fee added for same day request after 11 am	\$50
Delinquent Fee (for bills unpaid after 10th day following due date)	\$35
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	\$115
Late penalty (payments received after due date)	5% of monthly bill
Meter change out fee	\$175
Meter Diversion Fee (Meter Tampering Investigation)	\$450
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	\$85
Payment Arrangement Fee	No charge
Reconnection for Non-payment Fee weekdays 8am-5pm	No charge
Reconnection for Non-payment Fee weekdays 5pm-11pm	\$85
Reconnection for Non-payment Fee weekends 8am-11pm	\$85
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. \$85/month
Additional pole	\$395
OH extension beyond two pole spans	\$1.20/ft.
UG line extension beyond 300 ft.	\$8.65/ft.
OH to UG conversion of service	\$825
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment. See repair fee below
Underground service length	\$8.65
Cost per linear foot	\$7.50
Second trip to site	\$350
Service drop after normal working hours (24-hour notice required)	\$115/hr 2 hours minimum; if service is required to be reconnected, a minimum charge of 4 hours applies
Construction/Maintenance/Repair Fees:	
Labor	Hourly rate with benefits
Material	Actual cost of material
Vehicles and specialized equipment	FEMA hourly rate schedule
Contractual services	Actual cost of service
General overhead	10% calculated after labor, material, equipment and contractual services
Load management Water Heater Credit January - December	\$5/unit/month
Load management Central AC Credit June - September	\$5/unit/month
Load Management Heat Pump Strips/Electric Furnaces	\$5/home/month December and March \$10/home/month January and February
Water Source Heat Pumps December - March	\$5/home/month
Swimming Pool Pumps June - September	\$4/home/month

SCHEDULE OF FEES AND CHARGES*

**CITY OF NEW BERN
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100% AC Control June - September	15% savings off energy usage above 800 kWh/month
SEER2 15.2 Heat Pump Rebate - replacement units only	\$100/ton/unit Maximum of \$400
0.93 EF Water Heater Rebate - replacement units only	\$150/unit
12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250
Pretreatment - Administrative fee for monthly review	\$100/month
Pretreatment - Unscheduled sampling	Contract analyses charges
Pretreatment - Permit limit violation	\$100
Pretreatment - Technical review criteria	\$250
Pretreatment - Significant noncompliance	\$500
Pretreatment - BOD:	
Surcharge ceiling conc. (mg/L)	\$350
Surcharge cost per pound	\$0.15
Charge for analysis	Contract labor cost
Pretreatment - TSS:	
Surcharge ceiling conc. (mg/L)	\$250
Surcharge cost per pound	\$0.27
Charge for analysis	Contract labor cost
<p>FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by the United States Department of Homeland Security Federal Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at https://www.fema.gov/assistance/public/schedule-equipment-rates. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.</p>	
<p>Labor - Standard and overtime hourly labor rates are adjusted annually and applied to the service performed. Labor rates include, but are not limited to, benefits, taxes, social security, Medicare, retirement, workers compensation and health insurance. Annual labor rates are available upon request.</p>	

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2024 SEPTEMBER 27, 2023
(Revised 6/11/2024 9/26/2023)

RED-LINED VERSION

1. ADMINISTRATIVE	FEES
Beer & Wine Licenses (valid May 1 - April 30)	
Beer On Premises	\$15 annually
Beer Off Premises	\$5 annually
Unfortified/Fortified Wine On Premises	\$15 annually
Unfortified/Fortified Wine Off Premises	\$10 annually
CD, or DVD or USB Flash Drive	\$10 \$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	\$15 \$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	\$650 \$500 resident/ \$1,300 \$750 nonresident
Weekdays before 4pm, infant/cremations/mausoleum	\$600 \$250 resident/ \$1,200 \$500 nonresident
Weekdays after 4pm and weekends, adult	\$750 \$575 resident/ \$1,500 \$1,000 nonresident
Weekdays after 4pm and weekends, infant/cremations/mausoleum	\$650 \$300 resident/ \$1,300 \$500 nonresident
Holidays, adult	\$800 \$650 resident/ \$1,600 \$1,000 nonresident
Holidays, infant/cremations/mausoleum	\$700 \$425 resident/ \$1,400 \$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
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

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
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RED-LINED VERSION

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
*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	
Operational Permits:	
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
Fumigation and thermal insecticidal fogging	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$75 \$50/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per head
Battery systems	\$75
Compressed gas	\$75
Cryogenic fluids	\$75
Emergency responder radio coverage systems	\$100 + \$2 per device
Fire alarm and detection systems and related equipment	\$100 + \$2 per device
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial ovens	\$75
Private fire hydrants	\$75 per hydrant
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment	\$125 per tank
Temporary membrane structures and tents	\$75
Fire Main Inspection	\$100 + \$2 per foot of pipe
Life Safety Violation:	
1st Offense	\$150
2nd Offense	\$200
3rd Offense	\$300
4. PARKING: (Code Section 70-272)	
FEES	
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
5. PARKS AND RECREATION: (Code Section 50-2)	
FEES	
Athletics and Field Rentals:	

SCHEDULE OF FEES AND CHARGES*

RED-LINED VERSION

CITY OF NEW BERN

EFFECTIVE JULY 1, 2024 ~~SEPTEMBER 27, 2023~~

(Revised 6/11/2024 ~~9/26/2023~~)

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) -	not to exceed \$13
Adult sports leagues - Men's basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Adult 3 on 3 basketball (per team)	\$200 resident/\$275 non resident
Adult sports leagues - Women's basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Men's flag football (per team)	\$250 resident/\$325 nonresident
Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)	\$200 resident/\$275 nonresident
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresident
Adult sports leagues - 5K events per participant	\$30 resident/\$45 nonresident
Adult sports leagues - Individual participation for all leagues	\$20 resident/\$30 nonresident
Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$15 \$19 resident/ \$30 \$15 nonresident
Summer basketball program (Adult)	\$20 \$15 resident/ \$40 \$20 -nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.00 \$2.50 resident; \$4.00 \$3.25 nonresident
Parent and one child up to age 2 package	\$4.00 \$5.50 resident; \$8.00 \$6.75 nonresident
(\$1.00 for each additional child up to age 2. Limit of 3)	
Age 3-17	\$2.00 \$4.00 resident; \$5.00 nonresident
Age 18-54	\$3.00 \$4.50 resident; \$6.00 \$5.50 nonresident
Age 55 and up (seniors)	\$2.50 \$3.50 resident; \$5.00 \$4.50 nonresident
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$2.00 \$1.50 nonresident
Age 3-17	\$2.00 resident; \$4.00 \$2.50 nonresident
Age 18-54	\$2.50 resident; \$5.00 \$3.00 nonresident
Age 55 and up (seniors)	\$1.50 resident; \$3.00 \$2.00 nonresident
Aquatic Center season pass	
Aquatic Center Pool Party:	
2 Hours - Up to 30 participants	\$200 \$150 resident; \$400 \$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; \$40 \$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; \$80 \$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; \$40 \$30 /hr nonresident
EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.	
Batting cages, parties only (2 hours). Available offseason only.	\$30
Bleacher rentals (daily rental fees)	\$100 (small); \$150 (medium); \$300 (large)
Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	(1-4 sets)
Recreation Programs:	
Childcare after-school recreation program (resident)	\$40 \$35 /wk
Childcare after-school recreation program (non-resident)	\$80 \$50 /wk
Classes - Adult recreation & fitness (annual) indoor	\$30 resident/ \$60 \$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 - \$300 \$200
Classes - Ceramics (resident)	\$25 \$30 ; seniors \$20 \$25

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2024 ~~SEPTEMBER 27, 2023~~
(Revised 6/11/2024 ~~9/26/2023~~)

RED-LINED VERSION

Classes - Ceramics (nonresident)	\$50 \$40 ; seniors \$40 \$30
Dog Park:	
Yearly 1 dog	\$25 resident/\$50 nonresident
Each additional dog	\$20 resident/ \$40 \$35 nonresident
One day pass	\$5 resident/ \$10 \$15 nonresident
Weekend pass	\$15 resident/ \$30 \$25 nonresident
Monthly pass	\$20 resident/ \$40 \$25 nonresident
Honor/Memory Programs:	
Tree purchase program	
Memory bench program - new	\$750/bench (includes placard)
Memory bench program - existing	\$600/bench (includes placard)
Brick Pavers	
Kidsville Pickets	\$50
Kidsville Tiles	\$25
Facility Rates (Recreation Centers, 408 Hancock, Community Center):	
Multi-purpose room rental (2 hours minimum):	
Resident	\$30/hr
Nonresident	\$60 \$45 /hr
Gym rental (2 hours minimum):	
Resident	\$40/hr
Nonresident	\$80 \$65 /hr
Meeting room rental (2 hours minimum):	
Resident	\$25
Nonresident	\$50 \$35 /hr
Gym - walk-in (1 day)	\$1
Gym - contracted lessons (Parks & Recreation receives 20% of fee)	80/20% split
Kitchen rental:	
Resident	\$25/hr
Nonresident	\$50 \$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; \$80 \$70 /hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$50/hr resident; \$100 \$80 /hr nonresident
Park Green Space - Small	\$40/hr resident; \$80 \$70 /hr nonresident
Park Green Space - Medium	\$50/hr resident; \$100 \$80 /hr nonresident
Park Green Space - Large	\$60/hr resident; \$120 \$90 /hr nonresident
Shelter Reservation:	
Resident (half day - up to 4 hours)	\$20 - \$50 based on location
Nonresident (half day - up to 4 hours)	\$40 \$30 - \$100 \$60 based on location
Resident (full day - up to 8 hours)	\$30 - \$60 based on location
Nonresident (full day - up to 8 hours)	\$60 \$40 - \$120 \$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/ \$150 \$95 nonresident
Cooking Camp	\$105 resident/ \$210 \$125 nonresident
Sports Camp	\$75 resident/ \$150 \$95 nonresident
Teen Camp	\$75 resident/ \$150 \$95 nonresident
Y.E.S. Camp	\$35 for 1st/\$30 each additional resident \$70 \$45 for 1st/ \$60 \$40 each additional
Adventure Camp	\$100 resident/ \$200 \$125 nonresident
Swim lesson sessions - 8 classes per session	\$50 \$40 resident/ \$100 \$70 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available))	
Youth Sports:	
Youth football and cheerleading	\$50 resident/ \$100 \$80 nonresident
Youth basketball	\$40 resident/ \$80 \$70 nonresident
Youth baseball	\$20-\$40 resident/ \$40-\$80 \$30-\$50 nonresident
Youth soccer	\$40 resident/ \$80 \$70 nonresident
Youth lacrosse	\$40 resident/ \$80 \$70 nonresident
Youth road races (per participant)	\$30 early registration resident/ \$60 late registration \$45 nonresident
Fishing Tournament Permit	\$100 resident/\$200 nonresident
Fishing Tournament Attendant (opening/closing)	\$25/hour
Community Garden (per space)	\$25

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2024 ~~SEPTEMBER 27, 2023~~
(Revised 6/11/2024 9/26/2023)

RED-LINED VERSION

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/ \$100 \$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.	
6. Development Services:	FEES
Planning Fees:	
Certificate of zoning compliance letter	\$30
Historic Preservation - Minor works	\$50
Historic Preservation - After the fact minor fee	\$150
Historic Preservation - Major works requiring design review	\$150
Historic Preservation - After the fact major fee	\$300
Family Care facility approval	\$50
Modification of land use ordinance zoning map	\$500
Modification of land use ordinance text amendment	\$300
Site Plan review	\$375
Special use permit	\$375
P&Z General Subdivision Plan Review Application	\$250 + \$25/acre
Subdivision application - final review	\$400
Subdivision application - minor plats & recombination	\$50
Telecommunication - New wireless support structure	\$1,500
Telecommunication - other	\$500
Zoning compliance permit	\$50
Administrative Fees:	
Starting work without a permit	Double the permit fee
Inspection Fees:	
Residential: Building Permit new/addition	\$550 first 1,000 sf + .25/sf over
Residential Renovations	\$75 + .20/sf
Commercial: Building Permit new/addition	\$800 first 1,000 sf + .25/sf over
Commercial Renovation/upfit	\$125 + .20/sf
Demolition	Residential \$175; Commercial \$225
Residential singlewide manufactured home	\$200
Residential multiwide manufactured home or modular	\$300
Temporary Certificate of Occupancy	\$125, 30 days
Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)	\$75/each
Inspections - Plan Review Residential	\$75
Inspections - Plan Review Commercial	\$150
Residential Electrical new/addition/renovation	\$75 + .10/sf
Commercial Electrical new/addition/renovation	\$125 + .10/sf
Shell up to 20,000 sf	\$800
Shell more than 20,000 sf	\$2,000
Residential Gas Piping new/addition/renovation	\$75 + \$20/appliance
Commercial Gas Piping new/addition/renovation	\$125 + \$20/appliance
House Moving Permit	\$300
Residential Insulation	\$75
Commercial Insulation	\$125
Residential Mechanical new/addition/renovation	\$125/unit
Residential Mechanical Ductwork	\$75
Commercial Mechanical new/addition/renovation	\$125/unit
Commercial Mechanical Ductwork	\$125
Residential Plumbing new/addition/renovation	\$75 + \$10/fixture
Commercial Plumbing new/addition/renovation	\$125 + \$10/fixture
Sign Building Permit	\$125
Residential Roofing	\$125
Residential Deck/carport/pool/pre-built shed (up to 400 sf)	\$125
Residential Dock/pier	\$125
Residential Bulkhead/retaining wall	\$125
Residential Rooftop Solar array	\$125
Commercial Roofing	\$250
Commercial Modular/job trailer	\$125

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2024 ~~SEPTEMBER 27, 2023~~
(Revised 6/11/2024 ~~9/26/2023~~)

RED-LINED VERSION

Commercial Cell tower alteration	\$200
Commercial Dock/pier	\$125 + .10/sf
Commercial Bulkhead/retaining wall	\$125 + .10/lf
Commercial Fuel Tanks	\$125 per tank
Commercial Solar Farm	\$5/panel first + 200 \$1/panel each additional
Single trade-minimum fee permits:	
Mechanical, Fuel Piping, Plumbing, Electrical Residential	\$75
Mechanical, Fuel Piping, Plumbing, Electrical Commercial	\$125
Miscellaneous Fees:	
Floodplain Development Permit	\$100
Homeowners Recovery Fee	\$10
ABC Compliance Inspection	\$75
Permit Modification	\$25
Sign Return	\$10 per sign
Permit - Tree Removal	\$25
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	\$200 \$150

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2024 ~~SEPTEMBER 27, 2023~~
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RED-LINED VERSION

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
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
Encroachment Fee per Application	\$100
10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$19.35 \$49.00 /month + \$19.35 \$49.00 each additional
Dumpster services - 2 yd (1x week service)	\$34.85 \$34.50 /month
Dumpster services - 4 yd (1x week service)	\$69.20 \$68.50 /month
Dumpster services - 6 yd (1x week service)	\$103.20 \$100.00 /month
Dumpster services - 8 yd (1x week service)	\$136.40 \$135.00 /month
Refuse container	1 at no charge
Residential service (65-gal cart / 1x week service)	\$19.35 \$49.00
Seniors Exemption Credit	50% of residential service
11. UTILITIES: Electric, Water, and Sewer (Code Section 74-46, 74-97, 74-101, and 74-121)	FEES
Electric rates	See rate ordinance adopted 6/14/22
Water & Sewer System Development Fees & Connection Fees	See ordinance adopted 6/12/18
Water & Sewer Rates	See ordinance adopted 6/23/15
Additional fee if service needs to be disconnected by	
City personnel at pole due to meter-service tampering	\$180 \$160
City personnel at pole due to delinquency	\$180 \$160
Changed payment arrangement fee	\$35 \$30
New service connection/transfer fee: requests after 11 am are next day service	\$35 \$30
New service connection/transfer fee added for same day request after 11 am	\$50 \$45
Delinquent Fee (for bills unpaid after 10th day following due date)	\$35 \$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	\$115 \$100
Late penalty (payments received after due date)	5% of monthly bill
Meter change out fee	\$175 \$155
Meter Diversion Fee (Meter Tampering Investigation)	\$450 \$400
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	\$85 \$75
Payment Arrangement Fee	No charge
Reconnection for Non-payment Fee weekdays 8am-5pm	No charge
Reconnection for Non-payment Fee weekdays 5pm-11pm	\$85 \$75
Reconnection for Non-payment Fee weekends 8am-11pm	\$85 \$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, \$85 \$75 /month
Additional pole	\$395 \$350
OH extension beyond two pole spans	\$1.20 \$1.05 /ft.
UG line extension beyond 300 ft.	\$8.65 \$7.70 /ft.
OH to UG conversion of service	\$825 \$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment. See repair fee below
Underground service length	\$8.65 \$7.70
Cost per linear foot	\$7.50 \$6.43
Second trip to site	\$350 \$310
Service drop after normal working hours (24-hour notice required)	\$115 \$100 /hr 2 hours minimum; if service is required to be reconnected, a minimum charge of 4 hours applies

SCHEDULE OF FEES AND CHARGES*

RED-LINED VERSION

CITY OF NEW BERN

EFFECTIVE ~~JULY 1, 2024~~ ~~SEPTEMBER 27, 2023~~

(Revised ~~6/11/2024~~ ~~9/26/2023~~)

Construction/Maintenance/Repair Fees:	
Labor	Hourly rate with benefits
Material	Actual cost of material
Vehicles and specialized equipment	FEMA hourly rate schedule
Contractual services	Actual cost of service
General overhead	10% calculated after labor, material, equipment and contractual services
Load management Water Heater Credit January - December	\$5/unit/month
Load management Central AC Credit June - September	\$5/unit/month
Load Management Heat Pump Strips/Electric Furnaces	\$5/home/month December and March \$10/home/month January and February
Water Source Heat Pumps December - March	\$5/home/month
Swimming Pool Pumps June - September	\$4/home/month
100% AC Control June - September	15% savings off energy usage above 800 kWh/month
SEER2 15.2 Heat Pump Rebate - replacement units only	\$100/ton/unit Maximum of \$400
0.93 EF Water Heater Rebate - replacement units only	\$150/unit
12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250
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.	

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting the Fiscal Year 2024-25 Annual Budget Ordinance

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	FY 2024-25 Annual Budget Ordinance effective July 1, 2024
Actions Needed by Board:	Adopt FY 2024-25 Annual Budget Ordinance
Backup Attached:	Memo; Ordinance
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Additional Notes:

Aldermen

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



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: May 31, 2024

RE: Adoption of the FY 2024-25 Annual Budget Ordinance

Background

The City Manager presented the FY25 Proposed Budget at the Board of Aldermen meeting on May 14, 2024. The proposed budget included a 2% cost-of-living adjustment (COLA) for all employees and a property tax rate of \$0.41 per \$100 valuation, which is a 3-cent rate increase from the current rate of \$0.38. During the Board budget work sessions held on May 21 and 22, the Aldermen requested the City Manager find additional ways to reduce the General Fund budget and recommended a 1-cent tax rate increase. The Board's recommendations were heeded, and the budget was revised to include a \$0.39 tax rate and an additional \$1M in cuts to travel and training, dues and subscriptions, capital items, and other expenses.

A public hearing was held on May 28, 2024. No comments were made by the public concerning the proposed budget.

Requested Action

It is requested that the Board consider adopting the attached FY 2024-25 Annual Budget Ordinance at its meeting on June 11, 2024.

BUDGET ORDINANCE 2024-2025
CITY OF NEW BERN, NORTH CAROLINA

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN, NORTH CAROLINA:

SECTION 1. The following amounts are hereby appropriated for the operation of the City of New Bern beginning July 1, 2024 and ending June 30, 2025 according to the following schedules:

SCHEDULE A - GENERAL FUND

General Government	1,753,504
Technology	2,033,556
Finance	2,069,178
Human Resources	872,027
Police	14,804,169
Fire	8,266,440
Parks & Recreation	4,076,234
Development Services	2,614,649
Public Works	8,975,261
Debt Service	3,640,958
Interfund Transfers	42,296
Contingency	50,000
TOTAL GENERAL FUND	<u>\$ 49,198,272</u>

SCHEDULE B - MUNICIPAL SERVICE DISTRICT FUND

Municipal Service District	<u>\$ 466,200</u>
TOTAL MUNICIPAL SERVICE DISTRICT FUND	<u>\$ 466,200</u>

SCHEDULE C - WATER FUND

Water	\$ 7,706,914
Water Debt Service	\$ 2,288,634
Shared Services Charges	\$ 2,537,082
Interfund Transfers & Transfer Supports	<u>\$ 275,059</u>
TOTAL WATER FUND	<u>\$ 12,807,689</u>

SCHEDULE D - SEWER FUND

Sewer	\$ 9,355,890
Sewer Debt Service	\$ 626,972
Shared Services Charges	\$ 3,036,946
Interfund Transfers & Transfer Supports	<u>\$ 413,205</u>
TOTAL SEWER FUND	<u>\$ 13,433,013</u>

SCHEDULE E - ELECTRIC FUND

Electric	\$ 58,640,958
Electric Debt Service	\$ 1,143,540
Shared Services Charges	\$ 1,825,590
Interfund Transfers & Transfer Supports	\$ 3,068,489
TOTAL ELECTRIC FUND	<u>\$ 64,678,577</u>

SCHEDULE G - EMPLOYEES' BENEFIT INSURANCE FUND

Employee Benefits	<u>\$ 8,538,900</u>
TOTAL EMPLOYEES' BENEFIT INSURANCE FUND	<u>\$ 8,538,900</u>

SCHEDULE H - EMERGENCY TELEPHONE SYSTEM FUND

E-911	<u>\$ 112,350</u>
TOTAL EMERGENCY TELEPHONE SYSTEM FUND	<u>\$ 112,350</u>

SCHEDULE I - POLICE SPECIAL REVENUE FUND

Police Special Revenue	<u>\$ 30,000</u>
TOTAL POLICE SPECIAL REVENUE FUND	<u>\$ 30,000</u>

SCHEDULE J - COMMUNITY DEVELOPMENT FUND

TOTAL COMMUNITY DEVELOPMENT FUND	<u>\$ -</u>
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SCHEDULE K - GRANTS FUND

TOTAL GRANTS FUND	<u>\$ -</u>
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SCHEDULE L - PUBLIC-PRIVATE PARTNERSHIPS FUND

Partnership Programs	<u>\$ 10,000</u>
TOTAL PUBLIC-PRIVATE PARTNERSHIPS FUND	<u>\$ 10,000</u>

SCHEDULE M - WATER CAPITAL RESERVE FUND

Water Capital Reserve	<u>\$ 15,000</u>
TOTAL WATER CAPITAL RESERVE FUND	<u>\$ 15,000</u>

SCHEDULE N - SEWER CAPITAL RESERVE FUND

TOTAL SEWER CAPITAL RESERVE FUND	<u>\$ -</u>
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SCHEDULE O - RATE STABILIZATION FUND

TOTAL RATE STABILIZATION FUND	\$	-
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SCHEDULE P - SEWER DEBT SERVICE RESERVE FUND

TOTAL SEWER DEBT SERVICE RESERVE FUND	\$	-
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SCHEDULE Q - MPO PLAN GRANT FUND

MPO Plan Grant	\$	215,750
MPO Plan Grant (5303)	\$	66,792
TOTAL MPO PLAN GRANT FUND	\$	282,542

SCHEDULE R - EQUITABLE SHARING US DEPT OF JUSTICE

Equitable Sharing	\$	23,035
TOTAL EQUITABLE SHARING US DEPT OF JUSTICE	\$	23,035

SCHEDULE S - EQUITABLE SHARING US DEPT OF TREASURY

TOTAL EQUITABLE SHARING US DEPT OF TREASURY	\$	-
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SCHEDULE T - SOLID WASTE FUND

Solid Waste	\$	4,225,437
Solid Waste Debt Service	\$	62,187
Shared Services Charges	\$	413,951
Interfund Transfers & Transfer Supports	\$	5,425
TOTAL SOLID WASTE FUND	\$	4,707,000

SCHEDULE U - REDEVELOPMENT FUND

Redevelopment	\$	43,150
TOTAL REDEVELOPMENT FUND	\$	43,150

SECTION 2. It is estimated that revenues from the following major sources will be available for the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the foregoing schedules:

SCHEDULE A - GENERAL FUND

Taxes & Licenses	\$	31,418,000
Intergovernmental Revenue	\$	3,988,423
Investment Earnings	\$	1,442,000
Miscellaneous Revenue	\$	649,664

Police Revenues	\$ 40,000
Fire Revenues	\$ 30,000
Parks & Recreation Revenues	\$ 499,500
Development Services Revenues	\$ 50,000
Public Works Revenues	\$ 72,000
Interfund Reimbursement	\$ 4,143,323
Interfund Transfers	\$ 3,804,178
Proceeds from Borrowing	\$ 1,403,509
Permits and Fees	\$ 775,000
Fund Balance Appropriated	\$ 882,675
TOTAL GENERAL FUND	\$ 49,198,272

SCHEDULE B - MUNICIPAL SERVICE DISTRICT FUND

Taxes	\$ 383,700
Investment Earnings	\$ 20,000
Parking Fees	\$ 62,500
TOTAL MUNICIPAL SERVICE DISTRICT FUND	\$ 466,200

SCHEDULE C - WATER FUND

Charges for Sales & Service	\$ 11,750,000
Investment Earnings	\$ 329,254
Miscellaneous Revenue	\$ 233,000
Interfund Reimbursements	\$ 495,435
TOTAL WATER FUND	\$ 12,807,689

SCHEDULE D - SEWER FUND

Charges for Sales & Service	\$ 13,270,000
Investment Earnings	\$ 158,013
Miscellaneous Revenue	\$ 5,000
TOTAL SEWER FUND	\$ 13,433,013

SCHEDULE E - ELECTRIC FUND

Charges for Sales & Service	\$ 58,760,000
Investment Earnings	\$ 345,500
Miscellaneous Revenue	\$ 217,231
Interfund Reimbursements	\$ 3,174,811
Proceeds from Borrowing	\$ 836,000
Fund Balance Appropriated	\$ 1,345,035
TOTAL ELECTRIC FUND	\$ 64,678,577

SCHEDULE G - EMPLOYEES' BENEFIT INSURANCE FUND

Investment Earnings	\$ 150,200
Miscellaneous Revenue	\$ 7,913,200
Fund Balance Appropriated	\$ 475,500
TOTAL EMPLOYEES' BENEFIT INSURANCE FUND	<u>\$ 8,538,900</u>

SCHEDULE H - EMERGENCY TELEPHONE SYSTEM FUND

Fund Balance Appropriated	\$ 112,350
TOTAL EMERGENCY TELEPHONE SYSTEM FUND	<u>\$ 112,350</u>

SCHEDULE I - POLICE SPECIAL REVENUE FUND

Restricted Police Revenue	\$ 30,000
TOTAL POLICE SPECIAL REVENUE FUND	<u>\$ 30,000</u>

SCHEDULE J - COMMUNITY DEVELOPMENT FUND

TOTAL COMMUNITY DEVELOPMENT FUND	<u>\$ -</u>
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SCHEDULE K - GRANTS FUND

TOTAL GRANTS FUND	<u>\$ -</u>
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SCHEDULE L - PUBLIC-PRIVATE PARTNERSHIPS FUND

Transfer from General Fund	\$ 10,000
TOTAL PUBLIC-PRIVATE PARTNERSHIPS FUND	<u>\$ 10,000</u>

SCHEDULE M - WATER CAPITAL RESERVE FUND

Investment Earnings	\$ 15,000
TOTAL WATER CAPITAL RESERVE FUND	<u>\$ 15,000</u>

SCHEDULE N - SEWER CAPITAL RESERVE FUND

TOTAL SEWER CAPITAL RESERVE FUND	<u>\$ -</u>
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SCHEDULE O - RATE STABILIZATION FUND

TOTAL RATE STABILIZATION FUND	<u>\$ -</u>
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SCHEDULE P - SEWER DEBT SERVICE RESERVE FUND

TOTAL SEWER DEBT SERVICE RESERVE FUND	<u>\$ -</u>
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SCHEDULE Q - MPO PLAN GRANT FUND

Grant Revenue (PL104)	\$ 187,810
Grant Revenue (5303)	\$ 62,436
Transfer from General Fund	\$ 32,296
TOTAL MPO PLAN GRAND FUND	<u>\$ 282,542</u>

SCHEDULE R - EQUITABLE SHARING US DEPT OF JUSTICE

Restricted Police Revenue	\$ 23,035
TOTAL EQUITABLE SHARING US DEPT OF JUSTICE	<u>\$ 23,035</u>

SCHEDULE S - EQUITABLE SHARING US DEPT OF TREASURY

TOTAL EQUITABLE SHARING US DEPT OF TREASURY	<u>\$ -</u>
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SCHEDULE T - SOLID WASTE FUND

Intergovernmental Revenue	\$ 24,000
Charges for Sales & Service	\$ 4,640,000
Investment Earnings	\$ 20,000
Miscellaneous Revenue	\$ 23,000
TOTAL SOLID WASTE FUND	<u>\$ 4,707,000</u>

SCHEDULE U - REDEVELOPMENT FUND

Fund Balance Appropriated	\$ 43,150
TOTAL REDEVELOPMENT FUND	<u>\$ 43,150</u>

SECTION 3.

- (a) There is hereby levied a tax at the rate of thirty-nine and no hundredths cents (\$0.3900) per one hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2024, for the purpose of raising the revenue listed in "Taxes & Licenses" in Schedule A - General Fund in Section 2 of this ordinance. This rate is based on an estimated total valuation of Property for the purpose of taxation of \$4,945,000,000 and an estimated rate of collection of 99.15%.
- (b) There is hereby levied an additional tax at the rate of eleven and twenty-two hundredths cents (\$0.1122) per hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2024, on all property located in Municipal Service District, as defined and established by resolution adopted by the Board of Aldermen of the City of New Bern on June 27, 1978, expanded on June 26, 1986, and amended on January 8, 2008, for the purpose of raising revenue listed in Schedule B - Municipal Service District Fund in Section 2 of this Ordinance.

SECTION 4. Special Authorization - Budget Officer

- (a) The Budget Officer and Director of Finance shall be authorized to reallocate appropriations within departments and among the various line accounts not organized by departments as he or she deems necessary.
- (b) Interfund transfers and transfer supports, established in the Budget Ordinance, may be accomplished without additional approval from the Board.

SECTION 5. Restrictions - Budget Officer

- (a) Interfund transfers and transfer supports of monies, except as noted in Section 4(b), shall be accomplished by Board of Aldermen authorizations only.
- (b) Utilization of appropriations contained in Contingencies and Appropriations to Fund Balance may be accomplished only with specific approval of the Board of Aldermen.

SECTION 6.

The Director of Finance is authorized to write off accounts receivable 120 or more days delinquent and to place said accounts in a collection status.

SECTION 7.

The use of facsimile signatures for checks and other documents is re-authorized as established by a resolution adopted by the Board of Aldermen of the City of New Bern on the 9th day of December, 1986.

SECTION 8.

Copies of this Budget Ordinance shall be filed with the Budget Officer, Director of Finance and City Clerk.

SECTION 9.

This Ordinance shall take effect on July 1, 2024.

ADOPTED THIS 11TH DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance amendment to close the City Hall Elevator Project Fund .

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This budget ordinance amends and closes the City Hall Elevator Project Fund.
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo; Ordinance
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input 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
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(252) 636-4000

Jeffrey T. Odham

Mayor

Foster Hughes

City Manager

Brenda E. Blanco

City Clerk

Kimberly A. Ostrom

Director of Finance

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

FROM: Kimberly Ostrom – Director of Finance

DATE: May 31, 2024

RE: Consider Adopting an Ordinance Amendment to the City Hall Elevator Project

Background

On May 28, 2019, the Board of Aldermen adopted an ordinance to establish the City Hall Elevator Project Fund. The project was completed in September 2022 at a cost of \$4,326,424.89, leaving an available fund balance of \$50,591.18.

Total Revenue/Other financing source	\$ 4,377,016.07
Total Expenses	<u>4,326,424.89</u>
	\$ 50,591.18

Current

This ordinance amendment will acknowledge a transfer of these funds to the General Capital Projects Fund and will officially close the City Hall Elevator Project Fund.

Requested Action

The Board considers adopting the enclosed ordinance amendment to close the fund at its meeting on June 11, 2024.

AN ORDINANCE TO AMEND THE CITY HALL ELEVATOR PROJECT FUND

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

- Section 1.** That section 3 of the City Hall Elevator Project ordinance adopted on May 28, 2019, is hereby amended to recognize a transfer of available fund balance in the amount of 50,591.18 from the City Hall Elevator Project Fund to the General Capital Projects Fund.
- Section 2.** That the City Hall Elevator Project Fund is hereby closed.
- Section 3.** This amendment shall become effective upon adoption.

ADOPTED THIS 11TH DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance amendment to close the IT Network Merger Project Fund .

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This ordinance amends and closes the Information Technology Network Merger Project Fund.
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo; Ordinance
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:

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Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
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Kimberly A. Ostrom
Director of Finance

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

FROM: Kimberly Ostrom – Director of Finance

DATE: May 31, 2024

RE: Consider Adopting an Ordinance Amendment to the Information Technology Network Merger Fund

Background

On September 9, 2014, the Board of Aldermen adopted an ordinance to establish the Information Technology Network Merger Fund in the amount of \$520,500 to merge City and Police technology services into a single entity. The General Fund transferred \$520,500 to cover the cost of the merger. The project was completed in 2023 at a cost of \$512,477, leaving an available fund balance of \$8,022.55.

Total Revenue/Other financing source	\$ 520,500.00
Total Expenses	512,477.45
	<hr/>
	\$ 8,022.55

Current

This ordinance amendment will acknowledge a transfer of these funds to the General Capital Projects Fund and will officially close the Information Technology Network Merger Fund.

Requested Action

The Board considers adopting the enclosed ordinance amendment to close the fund at its meeting on June 11, 2024.

**AN ORDINANCE TO AMEND THE INFORMATION TECHNOLOGY NETWORK
MERGER FUND**

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

Section 1. That section 3 of the Information Technology Network Merger Project ordinance adopted on September 9, 2014 is hereby amended to recognize actual project revenues, debt proceeds, and interest.

Increase:	Transfer from General Fund	\$520,500
Decrease:	Proceeds from Installment Purchases	\$520,500

Section 2. That section 4 of the Information Technology Network Merger Project ordinance adopted on September 9, 2014 is hereby amended to recognize a transfer of available fund balance in the amount of \$8,022.55 from the Information Technology Network Merger Project Fund to the General Capital Projects Fund.

Section 3. That the Information Technology Network Merger Fund is hereby closed.

Section 4. This amendment shall become effective upon adoption.

ADOPTED THIS 11TH DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance amendment to close the Martin Marietta Park Project Fund

Date of Meeting: 5/31/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This ordinance amends and closes the Martin Marietta Park Project Fund
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo; Ordinance

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

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

Additional Notes:

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Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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Kimberly A. Ostrom
Director of Finance

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

FROM: Kimberly Ostrom – Director of Finance

DATE: May 31, 2024

RE: Consider Adopting an Ordinance Amendment to Martin Marietta Park Project Fund

Background

On November 14, 2017, the Board of Aldermen adopted an ordinance to establish the Martin Marietta Park Project Fund in the amount of \$50,000 to update the Parks & Recreation Master Plan to include design and planning of the new park as well as any costs that might be incurred with the transfer of property and initial development activities, to be financed through a transfer from the General Fund.

An ordinance amendment was adopted on January 22, 2019, that included a transfer from General Fund in the amount of \$16,250.

Project Revenues:	
Public Beach & Water Access Grant	\$ 97,500
NC PARTF Grant	\$475,000
City Grant Match	\$ 16,250
Transfers from General Fund	<u>\$ 66,250</u>
	\$655,000
Project Expenses:	
Land & Structures	\$591,376

Current

The project is complete, and the grants have been closed; the attached amendment will close the project and transfer out the project fund balance of \$63,623.76 to the General Capital Projects Fund.

Requested Action

The Board considers adopting the enclosed ordinance amendment to close the fund at its meeting on June 11, 2024.

AN ORDINANCE TO AMEND THE MARTIN MARIETTA PARK PROJECT FUND

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

- Section 1.** That section 3 of the Martin Marietta Park Project ordinance adopted on November 14, 2017, is hereby amended to recognize a transfer of available fund balance in the amount of \$63,623.76 from the Martin Marietta Park Project Fund to the General Capital Projects Fund.
- Section 2.** That the Martin Marietta Park Project Fund is hereby closed.
- Section 3.** This amendment shall become effective upon adoption.

ADOPTED THIS 11TH DAY OF JUNE 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance amendment to the General Capital Projects Fund .

Date of Meeting: 6/11/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This ordinance amends the General Capital Projects Fund.
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo; Ordinance
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Additional Notes:

Aldermen

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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: Kimberly Ostrom – Director of Finance

DATE: May 31, 2024

RE: Consider Adopting an Ordinance Amendment to the General Capital Projects Fund

Background

On June 23, 2015, the Board of Aldermen adopted an ordinance to establish the General Capital Projects Fund. The Information Technology projects were completed in FY2017 and FY2019 and the Firemen's Museum restroom project was completed in FY2017.

In FY2015 two Information Technology projects were appropriated in the combined amount of \$172,200 then later amended to increase the projects to \$287,200. The projects have been completed leaving a remaining balance of \$38,367.82.

In FY2017 an appropriation was made for the Firemen's Museum restrooms in the amount of \$66,000. The project was completed leaving a remaining balance of \$13,246.12.

Current

The ordinance amendment acknowledges the actual costs of each project and transfers the balance to General Capital projects for future use.

The ordinance amendment also acknowledges the transfers from other funds from the closure of Martin Marietta Park Project fund, City Hall Elevator Project fund, and Information Technology Network Merger Project fund.

Requested Action

The Board considers adopting the enclosed ordinance amendment at its meeting on June 11, 2024.

AN ORDINANCE TO AMEND THE GENERAL CAPITAL PROJECTS FUND

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

Section 1. That section 2 of the General Capital Projects ordinance adopted on June 23, 2015 is hereby amended to recognize transfers from other funds in the amount of \$122,237.49.

Transfer in:	From other funds	\$122,237.49
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Section 2. That section 1 of the General Capital Projects ordinance adopted on June 23, 2015 is hereby amended to recognize an appropriation for General Capital Projects in the amount of \$122,237.49.

Appropriate:	General capital projects (future use)	\$122,237.49
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Section 3. That section 1 of the General Capital Projects ordinance adopted on June 23, 2015 is hereby amended to recognize actual project expenses.

Increase:	General Capital Projects	\$ 51,613.94
Decrease:	IT Equipment	\$ 38,367.82
Decrease:	Building Structures & Improvements	\$ 13,246.12

Section 4. This amendment shall become effective upon adoption.

ADOPTED THIS 11TH DAY OF JUNE, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

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

Memorandum

TO: Alderman Johnnie Ray Kinsey

FROM: Brenda Blanco, City Clerk

DATE: May 8, 2024

SUBJECT: Appointment to Board of Adjustment

George "Eric" Jones has resigned from the Board of Adjustment due to scheduling conflicts. A new appointment is needed to fill the remainder of his term which expires on June 30, 2025.

Aldermen

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Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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Director of Finance

MEMO TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: May 31, 2024
SUBJECT: Various Appointments Expiring June 30, 2024

Attached please find a listing of several appointments that will expire on June 30, 2024. The list provides information as to whether current appointees are eligible for reappointment and, if so, whether they are interested in continuing to serve. Current appointees are permitted to continue serving until a new appointment is made.

Applications of interest have been circulated by email. When considering an applicant, please keep in mind the desired qualifications or background for serving on each respective board or commission.

/beb

	Eligible for Reappt?	Interested in Reappt	Phone	Appointing Authority
Board of Adjustment – Terms Expiring 06/30/24				
James “Trey” Ferguson	Yes	Yes	919-995-2946	Ward 1
Tim Tabak	Yes	Yes	252-636-9484	Ward 3
Bike & Ped – Term Expiring 07/10/24				
Bill Sadler	Yes	No	252-635-0866	Anyone
Community Development & Advisory Committee – Terms Expiring 06/30/24 See Note Below**				
Corinne Corr		No		Ward 1
Carol Williams				Ward 2
Marshall Williams				Ward 3
Vernon Guion				Ward 4
James Woods, Jr.				Ward 5
Della Wally				Ward 6
HPC – Terms Expiring 06/30/24				
Marc Wartner	Yes	?	252-349-2001	Ward 4
Jim Morrison	Yes	Yes	252-256-0062	Ward 6
Candace Sullivan	Yes	?	252-670-1032	Ward 1 rotation
P&Z – Terms Expiring 06/30/24				
Margie Dunn	No	N/A		Ward 2
Gaspar “Sonny” Aluzzo	No	N/A		Ward 3
Police Civil Service Board – Terms Expiring 06/30/24				
Tyrone Brown	No	N/A		Anyone
Amy James	No	N/A		Anyone

Requirements / Preferences for Appointment

Board of Adjustment: The Board meets at 5:30 p.m. on the last Monday of each month, unless the date is changed due to an observed holiday. The meetings are held in the City Hall courtroom.

The Board of Adjustment consists of 7 regular members and 2 alternates. Regular members participate in and vote on all issues. Alternate members shall only serve in the absence of regular members. The 2 alternates and 6 regular members are appointed by the Board of Aldermen and must reside in the city limits; 1 regular member is appointed by Craven County and must reside in the ETJ. Members serve 3-year terms and may be removed by the appointing authority for failure to attend 3 consecutive meetings without

excuse, for missing more than 30% of the meetings within any 12-month period, or for other good cause related to performance of duties. **Because the Board of Adjustment is a "quasi-judicial" administrative body that operates between the enforcement officers and the courts, members shall have the ability to read and understand complex land ownership and development issues. Members should have backgrounds related to land ownership and development issues (i.e., law, real estate, banking, building, environmental groups, governmental agencies, community organizations, etc.).**

Bike & Ped: City residency not required. Prefer an active bicyclist, an avid or regular walker, or someone with children who actively participate in these activities.

Community Development & Advisory Committee ("CDAC"): **The CDAC is being reviewed for realignment. It is requested that reappointments or new appointments not be made until after the Assistant City Attorney has thoroughly reviewed that Committee, as terms may be adjusted.

HPC: The Commission meets for design review at 5:30 p.m. and holds regular, official meetings at 5:30 p.m. on the third Wednesday of each month, unless the date is changed due to an observed holiday. Design review meetings are held in the Development Services Department conference room located at 303 First Street. Regular meetings are held in the second floor courtroom at City Hall, located at 300 Pollock Street. Terms are 3 years.

The Commission is responsible for: (1) defining the rules of procedure for how it conducts business; (2) determining the form used for the certificate of appropriateness application; (3) ultimately deciding if an application for certificate of appropriateness is complete; (4) ultimately deciding if the required data necessary to determine the nature of the application has been submitted; (5) reviewing and acting on a certificate of appropriateness application through a quasi-judicial hearing; (6) negotiating with property owners who propose to demolish or relocate contributing properties in an historic district; (7) prevention of demolition by neglect; and (8) following accepted best practices and rules of procedure and conduct for a quasi-judicial hearing. It is recommended members have an understanding of a historically-designated area and can understand and interpret ordinances to ensure buildings or structures in a historic district are harmonious with the character of the district.

P&Z: Meetings are held the first Tuesday of each month at 5:30 p.m. in the Development Services' conference room. P&Z consists of 8 members, 7 of whom are appointed by the Board of Aldermen and must reside in the city. One member is appointed by the County and must reside in the ETJ area. Terms are 3 years. It is recommended members have backgrounds related to real estate, development, construction, etc.

Police Civil Service Board: Two-year terms; members are ineligible to serve a consecutive term. The Board meets on an as-needed basis to hear appeals of sworn officers. It is recommended members have a background in law enforcement or human resources. Anyone who is a member of the NBPD or has served or volunteered with the NBPD within the last 3 years is ineligible for appointment.