

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
OCTOBER 9, 2018 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

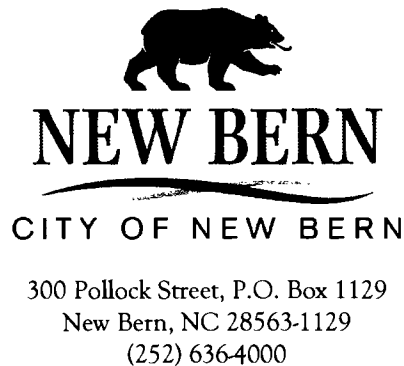
1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.
2. Roll Call.
3. Request and Petition of Citizens.

Consent Agenda

4. Consider Adopting a Resolution to Call for a Public Hearing to Approve a Development Agreement with Weyerhaeuser NR Company for WEST New Bern.
5. Consider Approving a Proclamation for Red Ribbon Week.
6. Approve Minutes.

7. Presentation by New Bern Housing Authority on Trent Court Housing.
8. Presentation by Friends of Kafer Park.
9. Presentation on Preliminary Plans for Use of Grant Funds Received for Martin Marietta Park.
10. Consider Adopting a Resolution to Temporarily Suspend Certain Inspection and Permit-Related Fees.
11. Appointment(s).
12. Attorney's Report.
13. City Manager's Report.
14. New Business.
15. Closed Session.
16. Adjourn.

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



Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Memo to: Mayor and Board of Aldermen
From: Mark Stephens, City Manager
Date: October 5, 2018
Re: October 9, 2018 Agenda Explanations

1. **Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Aster. Pledge of Allegiance.**
2. **Roll Call.**
3. **Request and Petition of Citizens.**

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

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

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

Consent Agenda

4. **Consider Adopting a Resolution to Call for a Public Hearing to Approve a Development Agreement with Weyerhaeuser NR Company for WEST New Bern.**

(Ward 5) Weyerhaeuser NR Company is developing an approximately 575-acre mixed-use development that will be known as WEST New Bern. A development agreement between the City and developer, Weyerhaeuser NR Company, will

establish responsibilities pertaining to utility delivery, phasing, and design standards during the construction of the property. It is requested a public hearing be called for October 23, 2018 to receive public comments on the proposed development agreement. A brief memo from Jeff Ruggieri, Director of Development Services, is attached.

5. Consider Approving a Proclamation for Red Ribbon Week.

On behalf of the New Bern Young Marines, Angel Golding-Fort has requested a proclamation acknowledging Red Ribbon Week, which is observed October 23-31, 2018. Red Ribbon Week is the oldest and largest drug-prevention campaign in the country.

6. Approve Minutes.

Minutes from the September 25, 2018 regular meeting are provided for review and approval.

7. Presentation by New Bern Housing Authority on Trent Court Housing.

(Ward 1) At the request of members of the Governing Board, representatives from the New Bern Housing Authority will be present to discuss the current housing needs of Trent Court in the aftermath of Hurricane Florence.

8. Presentation by Friends of Kafer Park.

(Ward 1) On behalf of Friends of Kafer Park, Doug Amerson will make a presentation about the group's desire and plans to raise funds to restore Kafer Park to its original state.

9. Presentation on Preliminary Plans for Use of Grant Funds Received for Martin Marietta Park.

(Ward 5) As previously announced, the City has been awarded the NC Parks and Recreation Trust Fund Grant in the amount of \$475,000 for use at Martin Marietta Park. Foster Hughes, Director of Parks and Recreation, will make a presentation to describe how the funds will be used for the installation of infrastructure and specific amenities.

10. Consider Adopting a Resolution to Temporarily Suspend Certain Inspection and Permit-Related Fees.

To assist in recovery efforts, suspension of certain building permit and other fees is desired for those who suffered damage from Hurricane Florence. The fees are outlined in the proposed resolution.

11. Appointment(s).

Kristen Culler resigned from her appointment to Allices for Cherry Point's Tomorrow. The Board is asked to make a new appointment to replace Mrs. Culler.

12. Attorney's Report.

13. City Manager's Report.

14. New Business.

15. Closed Session.

16. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to adopt the West New Bern Development Agreement

Date of Meeting

Ward # if applicable Ward 5

If multiple, list:

Department Develop. Services

Person Submitting Item:

Call for Public Hearing No

Date of Public Hearing

Explanation of Item:

Consider Adopting a Resolution Calling for a Public Hearing to adopt the West New Bern Development Agreement

Actions Needed by Board:

Consider Adopting a Resolution Calling for a Public Hearing to adopt the West New Bern Development Agreement

Is item time sensitive? Y / N

Will there be advocates/opponents at the meeting? Select...

Backup Attached:

Cost of Agenda Item:


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

Additional notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services 

DATE: 9/27/18

SUBJECT: West New Bern Development Agreement

Staff is requesting the Board establish a Public Hearing for 10/23/2018 to adopt the Development agreement between the City and Weyerhaeuser NR Company. The Development Agreement details Developer and City responsibilities pertaining to utility delivery, phasing, and design standards during the construction of the project.

A copy of the agreement is attached

RESOLUTION CALLING FOR PUBLIC HEARING

WHEREAS, the City of New Bern desires to call for a public hearing to receive comments on a proposed development agreement with Weyerhaeuser NR Company for a development known as West New Bern.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on October 23, 2018 in the City Hall Courtroom at 6 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 development agreement with Weyerhaeuser NR Company for a development known as West New Bern.

ADOPTED this 9th day of October, 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

DEVELOPMENT AGREEMENT

WEYERHAEUSER NR COMPANY

AND

CITY OF NEW BERN,

NORTH CAROLINA

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ATTACHMENTS

Attachment A: Property Legal Descriptions

Attachment B: Existing Zoning

Attachment C: Master Development Plan

Attachment D: Road Cross Sections

Attachment E: Utility Agreement, dated September 28, 2010

Attachment F: City of New Bern Code of Ordinances, Sec. 15-79 Major Subdivision
Approval Process

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2018 by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("CITY"), and WEYERHAEUSER NR COMPANY ("DEVELOPER").

1.0 RECITALS

- 1.1 WEST New Bern (hereinafter referred to as "WNB" or the "PROJECT") is a mixed-use development of such magnitude and complexity that the PROJECT requires a long-term commitment of both public and private resources and the careful integration between the programming of public capital facilities and the phasing of development which can more adequately and efficiently be addressed between the DEVELOPER and the CITY with a development agreement.
- 1.2 After careful review and deliberation, the CITY has determined that the PROJECT is consistent with the CITY's Code of Ordinances and Future Land Use Plan. The CITY firmly believes that the PROJECT will further the CITY's land use planning objectives and policies as articulated in these documents, as well as enhance and secure the health, safety, welfare and economic well-being of residents of and visitors to the CITY.
- 1.3 The CITY has also determined that the development approval process established in this Agreement presents a unique opportunity for the CITY to secure quality planning and growth, to protect the environment, to strengthen the tax base and to mitigate the impacts of large-scale development.
- 1.4 The DEVELOPER and the CITY enter into this Development Agreement for the purpose of (1) establishing the development phasing sequences for the PROJECT; (2) establishing a Master Development Plan and development review process that can accommodate the timing, phasing and flexibility of the PROJECT; (3) coordinating the construction and design of infrastructure that will serve the PROJECT and the community at large; (4) confirming the dedication and/or provision of public amenities by the DEVELOPER as described herein; and (5) providing assurances to the DEVELOPER that it may proceed with the PROJECT in accordance with the approved original zoning and the terms of this Agreement without encountering future changes in ordinances, regulations, technical standards or policies that would affect its ability to develop the relevant parcels under the approved zoning and the terms hereof.

NOW, THEREFORE, in consideration of the mutual benefits of this Development Agreement and the actions and promises set forth herein it is mutually agreed by and between the City and Developer as follows:

2.0 PROJECT DESCRIPTION AND PURPOSE STATEMENT

The PROJECT includes a total of +/- 575 acres and is being planned as a large scale mixed-use development that will be designed, permitted, and constructed in multiple phases over a period of years. The PROJECT is located entirely within the land use jurisdiction of the CITY, with +/-301 acres inside the City Limits and the remaining +/- 274 acres within the CITY's extra-territorial jurisdiction (ETJ).

The PROJECT will include small neighborhoods, a walkable village area and connections to open space that will support and reinforce the City of New Bern as an attractive place to live, work and recreate. The size and scale of the PROJECT requires a long-term commitment of both public and private resources and requires careful integration between the programming of public capital facilities, the phasing of development and the development review and approval process. In addition to the minimum requirements established in state law for development agreements, the WEST New Bern Development Agreement also includes provisions for:

- 1) A Master Development Plan. This agreement establishes a Master Development Plan that illustrates the intent of the PROJECT and will facilitate the incremental review and approval of phases of the PROJECT to accommodate the timing, phasing and flexibility of the development. The Master Development Plan is supported by specific provisions of this agreement that will assure that the development processes and standards remain stable throughout the extended period of development.
- 2) Utility Agreement. This agreement modifies and amends the September 28, 2010 Agreement (the "UTILITY AGREEMENT") between the City of New Bern and Weyerhaeuser Real Estate Development Company regarding the provision of water and sewer utility services for Craven 30 North (now known as WEST New Bern) to address additional capacity requirements for the PROJECT. The DEVELOPER has fulfilled the obligations and commitments to construct the systems as required within the UTILITY AGREEMENT. A copy of this Agreement is included as Attachment E.
- 3) Future Annexations. This agreement establishes the timing for future annexations within the ETJ to be phased consistent with the phasing of development.

3.0 PROPERTY DESCRIPTION

3.1 Property Legal Description

The PROJECT is owned by DEVELOPER and includes approximately 575 acres (Craven County Parcel Identification Numbers 8-209-13001, 8-209-17000, 8-209-17001, 8-209-17002, 8-209-17003, 8-209-17004 and 8-209-1600) located on NC Hwy 43 in Craven County (the "Property"). The Property is more particularly described in Attachment A incorporated by this reference as though fully set forth herein.

3.2 Zoning Designation

The zoning designations for the PROJECT shall be unchanged for the duration of this Development Agreement. The subject property is zoned a mix of C-3, R-6 and I-1. The lands within the PROJECT that are located east of NC HWY 43 are designated as C-3 District and R-6 District. The lands within the PROJECT that are located west of NC HWY 43 are designated as I-1 District. The existing zoning designations for the property are more particularly described in Attachment B.

4.0 DEVELOPMENT USES PERMITTED; DEVELOPMENT SCHEDULE AND PHASING

4.1 Development Uses Permitted

WNB includes residential and non-residential uses as indicated in Table 4.1, "Development Uses Permitted".

Table 4.1: Development Uses Permitted

Uses Permitted per Adopted Zoning District ^A	Total Acres (+/-)	% of Total Acres	Maximum Density	Maximum Intensity
R-6	249.9	43.5%	22 du/ac	n/a
C-3	249.4	43.4%	20 du/ac	See footnote B
I-1	47.4	8.3%	n/a	See footnote B
A-5F	27.5	4.8%	n/a	See footnote B

^A The lands within WNB may include any of the uses permissible by the CODE in the applicable zoning district. The DEVELOPER shall be allowed to develop up to twenty (20) acres within the C-3 District for multi-family use as permitted in the CODE.

^B The maximum intensity shall be consistent with the maximum intensity permitted within the applicable zoning district under the CODE.

4.2 Development Design & Dimensional Standards

4.2.1. General Design

WNB shall be consistent with the design and dimension standards of the applicable zoning districts and/or as otherwise permitted under the CODE. Portions of WNB shall be established as planned unit developments under Section 15-86 of the CODE in order to accommodate the form of development proposed for the PROJECT. Under the CODE, planned unit developments permit the establishment of alternative standards for minimum lot size, permissible yard coverage, yard dimensions, and setback requirements and will be designated for each portion of WNB in coordination with the applicable general plan for that area.

4.2.2 Road Design

The proposed road cross-sections for WNB are included in Attachment D and have been determined to be consistent with the requirements of the CODE.

4.2.3. Signage

DEVELOPER shall develop a signage plan for the PROJECT consistent with the current processes and procedures of the CITY. Any deviations from the signage requirements of the CODE as expressed in Section 15-330(c) of the CODE shall be reviewed, processed and granted or denied as permitted under the CODE and shall not be considered a modification to this Agreement.

4.2.4 Open Space

WNB shall comply with the City's requirement that a minimum of five percent (5%) of the total area of the Unified Project shall remain as usable open space per CODE Section 15-196, where, the term "Unified Project" refers to the entire PROJECT regardless of whether the development is constructed in phases or stages. Usable open space areas may include parks, conservation areas, stormwater ponds, and wetlands to the extent that such areas meet the requirements of CODE Section 15-196 including the requirement that the area is capable of being used and enjoyed for purposes of recreation and relaxation.

4.3 Unified Project Schedule & Phasing

The PROJECT has commenced with the construction of the sanitary sewer and water systems as required within the UTILITY AGREEMENT and certain other infrastructure to serve the PROJECT.

The phasing schedule for development within the Unified Project that is associated with the infrastructure assessment and phasing described in Section 6 herein is provided in Table 4.3.

Table 4.3: Unified Project Program and Phasing

Land Use	YRS 1-5	YRS 6-10	YRS 11-15
Residential Units	500	500	500
Non-Residential Square Feet	100,000	200,000	200,000
Hotel Rooms	150	0	0
School private	10 acres	0	0

Based upon the maximum density and intensity permitted under the assigned zoning as described in Table 4.1, additional development program may be permitted for the PROJECT property that is above and beyond the development program describe in Table 4.3 Unified Project Program and Phasing. Any additional development program that is permitted consistent with the maximum density and/or intensities of the applicable zoning district through the development review and approval processes of the CODE shall be deemed as a minor modification to this development agreement.

5.0 WEST NEW BERN DEVELOPMENT APPROVAL PROCESS

5.1 Master Development Plan

To accommodate the timing, phasing and scale of WEST New Bern the City hereby adopts the WEST New Bern Master Development Plan as set forth in Attachment C. The WEST New Bern Master Development Plan shall serve as a generalized depiction of the land uses within the PROJECT consistent with the approved zoning.

As a phased master planned development, WNB shall submit a separate general plan and final plat for different portions of the PROJECT in phases over time in accordance with the development approval processes of the CODE. Portions of WNB shall be established as planned unit developments (PUDs) under Section 15-86 of the CODE in order to accommodate the form of development proposed

for the PROJECT. Planned unit developments will be designated for portions of WNB in coordination with the applicable general plan for that area. The land area governed by a general plan shall be interpreted as 'the development' for the purposes of establishing planned unit developments within WNB.

For the purposes of establishing PUDs within the PROJECT, the following interpretations of the CODE shall apply:

- a. Only one planned unit development permit shall be issued within the land area covered by each general plan;
- b. The nonresidential portions of any planned unit development may not be occupied until all of the residential portions of the land area covered by a specific general plan are completed or their completion is assured by any of the mechanisms provided in the CODE to guarantee completion.

The Master Development Plan includes the following information:

- a. Boundary of the subject property.
- b. Major natural features such as lakes, streams and wetland areas.
- c. Existing or proposed streets abutting the PROJECT.
- d. Proposed land use types and their locations.
- e. Gross densities and intensities.
- f. Anticipated internal major road network including collectors and sub collectors.

5.2 Development Approvals and Permits Required

The PROJECT shall comply with the Development Approval Process established in Sec. 15-79 of the CODE as it exists on the date of this Agreement, which is attached hereto and incorporated herein by reference, and shall require the following additional approvals:

- a. General Plan
- b. Final Plat

The following permits are required by local, state and federal laws:

- a. N.C. State Building Code permits for all matters within State Building Code purview
- b. 401 (state) and 404 (federal) permits
- c. Sedimentation and Erosion Control permits
- d. City of New Bern Stormwater Permits
- e. City of New Bern Water and Sanitary Sewer Approval
- f. NC DEMLR Stormwater Permit

- g. NC DEQ PWS Permit
- h. NCDOT Access and Encroachment Permits
- i. NC DEQ Sanitary Sewer Permits

The failure of this Agreement to address a particular permit, condition term or restriction does not relieve DEVELOPER from complying with the permitting requirements, conditions, terms or restrictions.

5.3 Binding Nature

This Agreement inures to the benefit of and is binding upon the Developer and all subsequent applicants for individual building permits and all other permits related to land or actions within WEST New Bern shall comply with the Master Development Plan in all material aspects.

6.0 INFRASTRUCTURE

6.1 General Infrastructure Assurances

6.1.1 Transportation

The DEVELOPER shall comply with all requirements as imposed by NCDOT regarding Transportation Infrastructure. The DEVELOPER shall:

- a. construct all on-site roadways.
- b. construct all required turn lanes and traffic signals at intersections on NC43 that provide direct access to the property.
- c. construct the section of the extension of Elizabeth Avenue within the Unified Project, to connect to NC43.

6.1.2 Stormwater

The DEVELOPER shall comply with all requirements for Stormwater Management as imposed by North Carolina Department of Environmental Quality and the City of New Bern.

- a. PROJECT development east of NC HWY 43. The DEVELOPER shall construct the stormwater management system in its entirety, vegetated and operational for its intended use at the point when the PROJECT reaches more than 24% built upon area coverage for those lands east of NC HWY 43. Up to 24% built upon area the stormwater treatment will be achieved in accordance with the provisions of the existing stormwater permit.

- b. PROJECT development west of NC HWY 43. Each parcel shall manage its own stormwater, draining to the outfall system along the western property line. Each parcel shall be permitted as high density.

6.2 Water & Sewer Commitments and Capacity Reservation

The UTILITY AGREEMENT dated September 28, 2010 is hereby modified to increase the sanitary sewer and water service to be provided to the PROJECT from 520,000 gallons per day (average daily flow) of permitted water and sanitary sewer flow to 636,000 gallons per day (average daily flow) of permitted water and sanitary sewer flow.

7.0 FUTURE ANNEXATIONS

Within 30 days of each final plat approval by the CITY, the DEVELOPER shall petition, and the CITY shall consider for voluntary annexation, property within the ETJ included within the approved final plat. If approved for annexation, the terms of this Agreement shall apply as provided herein to all portions of the PROJECT annexed. DEVELOPER will not convey lots pursuant to a specific approved final plat until the property depicted on that plat is annexed.

8.0 DEDICATIONS, RESERVATIONS AND PUBLIC AMENITIES

8.1 Dedications & Reservations

Dedications and Reservations for the PROJECT shall be made consistent with requirements of the CODE.

8.2 Public Amenities

8.2.1 Developer Commitments

DEVELOPER Commitments for Public Amenities for the PROJECT shall be made consistent with requirements of the CODE.

8.2.2 Ownership/Maintenance of Public Amenities

The ownership and maintenance of public amenities shall be determined during the development review and approval process established under the CODE and shall be owned and maintained by either the CITY or one or more owners' associations established for some or all of the PROJECT.

9.0 ADMINISTRATION

9.1 Duration

The term of this Agreement shall commence on the Date of Adoption. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.23, this Agreement shall expire twenty years from the Date of Adoption.

9.2 Law in effect at time of Agreement

Unless specifically and otherwise noted herein, the laws, resolutions, comprehensive plans, regulations, technical standards, policies, rules and ordinances of the CITY applicable to the PROJECT are those in force as of the Date of Adoption. Accordingly, the DEVELOPER and its successors in interest shall, for the duration of this Agreement, have a vested right to develop the PROJECT in accordance with the terms of this Agreement, the terms of the CODE and any applicable laws, resolutions, comprehensive plans, regulations, technical standards, policies, rules and ordinances as they exist as of the Date of Adoption during the entire term of this Agreement. Except as specifically referenced herein, the CITY may not apply subsequently adopted ordinances or development policies to the PROJECT during the term of this Agreement without the written consent of the DEVELOPER or its successors in interest. Approved major and minor modifications shall have no effect on the vested rights established herein, except to the limited extent that the requested modification(s) incorporates laws or regulations adopted subsequent to the date of this Agreement's adoption. Additionally, no future CITY development moratoria or CITY development impact fees shall apply to the PROJECT without the written consent of the DEVELOPER or its successors in interest. The DEVELOPER and the CITY shall each, for the duration of this Agreement, retain on file master copies of the CODE and all other applicable regulations and technical standards as they exist on the Date of Adoption.

9.3 Periodic Review

The City Manager or his or her designee shall conduct a periodic review at least every twelve (12) months (the "Periodic Review"), at which time the DEVELOPER shall be required to demonstrate good faith compliance with the terms of this Agreement. Failure by the CITY to detect noncompliance upon inspection shall not constitute waiver of any breach or noncompliance detected upon later inspection.

9.3.1 Notice of Breach

If, as a result of the Periodic Review or other review, the CITY finds and determines that the DEVELOPER has committed a material breach of the terms or conditions of the Agreement, the CITY shall serve notice upon the DEVELOPER in writing, within a reasonable time but not later than thirty (30) days after the determination of breach setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the DEVELOPER a reasonable time in which to cure the material breach, which time shall not be less than sixty (60) days; provided if such cure reasonably takes longer than sixty (60) days to make, DEVELOPER shall not be in default hereunder if it has commenced such cure within the sixty (60) day period and at all times thereafter proceeds diligently to complete such cure. A "material breach" is defined as a failure to meet or comply with any of the negotiated terms or provisions herein that would require action of the Board of Aldermen to amend or change those terms or provisions.

The Development Program and Phasing is a planning tool and shall not be interpreted as mandating the development pace initially forecasted or preventing a faster pace of development if market conditions support a slower or faster pace. Failure to meet the commencement date or interim completion dates shall not, without other factors being considered, be a material breach of this Agreement.

9.3.2. Remedy for Material Breach

Termination or modification of this Agreement shall be available remedies only for violations that constitute a material breach. Specifically, failure to comply with terms of the N C. State Building Code or any terms of the CODE or other local regulations shall not give rise to termination or modification of this Agreement.

9.4 Major and Minor Modifications to Development Agreement

Major Modifications to this Development Agreement shall be amendments or modifications to this Agreement that require action and approval by the City of New Bern Board of Aldermen and shall not include changes to this Agreement that are categorized herein or under the CODE as "minor revisions." Major amendments shall refer to those rights and requirements under this Agreement that are created by this Agreement and were separately negotiated in the course of this Agreement's adoption. A major modification of the Agreement shall be required to follow the same procedures as required for initial approval of the Development Agreement. Examples of Major Modifications include: adding real property to the PROJECT; changes to any land use boundary that is not

consistent with the adopted zoning; changes to fundamental commitments entered into under this Agreement by either party; and extending the duration of this agreement.

Minor Modifications to this Development Agreement shall be any revisions which do not change the land uses or fundamental commitments of the PROJECT as described in this Agreement. Minor revisions may be approved by the City Manager or his or her designee. Examples of Minor Modifications include: changes to any land use boundary that is consistent with the adopted zoning; changes to the PROJECT schedule or phasing; and modifications to Table 4.3: Unified Project program and phasing that are permitted under the CODE within the applicable zoning district; and an agreement to comply with subsequently-amended provisions of the CODE applicable to the PROJECT if DEVELOPER so chooses.

9.5 Conflict with the Code of Ordinances and Other Laws

The terms of this Agreement shall be in addition to and not inconsistent with the CODE and other local, state and federal statutes and regulations, including the regulations and policies of the Utility Department. In the event of a conflict between the CODE and this Agreement, then the stricter document (as determined by the City Manager or his designee) shall control. However, the foregoing shall not apply (a) where the terms of this Agreement were consistent with the CODE or City policies on the Date of Adoption and the CODE or the City policies changed; or (b) where the original terms of the Master Plan or this Agreement were established within the authority of the City staff or Departmental Review Committee or Planning and Zoning Board to grant exceptions, waivers, variances or modifications to existing ordinances and policies.

10.0 DEFINITIONS

The words and terms listed below shall have the following meanings:

- 10.1 **City Manager:** The person who serves in the position as city manager for the City of New Bern and any person or group of persons designated to act in his or her stead, temporarily or permanently, to make administrative decisions or to perform administrative duties related to this Agreement. City manager also includes any person serving in that capacity on an interim basis.
- 10.2 **City of New Bern:** As used herein, references to the City of New Bern shall include the City acting in its sovereign or corporate capacity through its elected body, the City acting through its appointed boards or agencies, and the City

acting through its employees, agents and consultants where the duties or prerogatives may be so delegated.

- 10.3 **Code of Ordinances (“CODE”):** The CODE means the City of New Bern’s code of ordinances which consolidates all land development and land use regulations. References herein to code requirements are those requirements that exist on the Date of Adoption, unless later requirements are accepted in writing by an authorized officer of DEVELOPER in its sole discretion. The CODE as of the Date of Adoption is incorporated herein by reference as if fully set forth herein. Each party hereto shall maintain in its records a hard copy of the CODE as it exists on the Date of Adoption. For ease of reference, Section 15-79 of the CODE, relating to the Major Subdivision Approval process, is attached hereto as Attachment F.
- 10.4 **Date of Adoption:** The date of adoption shall be the date that DEVELOPER has signified its acceptance of the terms approved by the City of New Bern in this Agreement through its execution and recordation of this Agreement in the New Hanover County Register of Deeds. It shall be the date from which future extension and expiration dates shall be calculated.
- 10.5 **Date of Approval:** The date of approval shall be that original date that the City of New Bern votes to approve this Development Agreement or any modification thereof by ordinance. Major modifications of this Agreement that require the vote and approval of the City of New Bern shall be referred to as dates of modification.
- 10.6 **Development Agreement:** Development Agreement shall mean this Agreement approved pursuant to N.C. Gen. Stat. § 160A-400.20 et. seq. and any future modifications of this original Agreement that pertain to the approximately 546.7 +/- acres WEST New Bern development described herein.
- 10.7 **Development:** For the purpose of interpreting and conforming to the CODE as it relates to planned unit developments within the PROJECT, the term ‘development’ as used in the CODE shall apply to the portion of the PROJECT that is covered by each individual general plan or final plat.
- 10.8 **Extra-territorial jurisdiction (ETJ):** The area outside of the City’s corporate limits over which it has development approval authority pursuant to N.C. Gen. Stat. §160A-360.

- 10.9 **Laws:** When referring to laws enacted by or under the authority of the City of New Bern, laws shall be interpreted inclusive of all locally adopted ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of this PROJECT. The term “laws” shall also mean laws governing permitted uses of the PROJECT, density, design, and improvements. To the extent that DEVELOPER shall have a vested right to proceed under existing laws, “laws” shall be interpreted to mean the law as it existed on the Date of Adoption. If DEVELOPER secures additional vested rights pursuant to common law and subsequently loses its statutorily vested rights under this Agreement, then “laws” shall mean those ordinances, regulations, policies, etc. that existed on the date that DEVELOPER became vested as to those ordinances, regulations and policies under common law.
- 10.10 **Mixed Use:** A mixture of residential and non-residential uses within the PROJECT that may occur generally throughout the PROJECT through horizontal construction or that may occur by the vertical integration of uses within a building or structure.
- 10.11 **NCDOT:** NCDOT shall refer to the North Carolina Department of Transportation whether acting through the State of North Carolina Board of Transportation or its Division or Division Engineer or his or her designee.
- 10.12 **PROJECT:** Term used to refer to WEST New Bern, the commercial name assigned to the master-planned, +/- 575 acres development along NC Hwy 43 that is the subject of this Development Agreement.
- 10.13 **Unified Project:** The term Unified Project shall mean the total PROJECT described herein. It may be used synonymously with “PROJECT” or “WEST New Bern”.
- 10.14 **Utility Agreement (also Water and Sewer Utility Agreement):** The September 28, 2010 Agreement between the City of New Bern and Weyerhaeuser Real Estate Development Company regarding the provision of water and sewer utility services for Craven 30 North.
- 10.15 **WEST New Bern (WNB):** WEST New Bern is the commercial name assigned to the master-planned, +/- 575 acres development along NC Hwy 43 that is the subject of this Development Agreement. This term also refers to any of the development amenities, parts or subparts within the PROJECT and any aspect of

the PROJECT for which DEVELOPER has a right to control the image, marketing or sales.

10.16 **Wetlands:** Wetlands shall refer to those portions of the Unified Project that have been delineated as wetlands for purposes of permitting under Section 404 of the Clean Water Act or that have been delineated as wetlands by the U.S. Army Corps of Engineers on maps officially and previously adopted by the Corps of Engineers.

10.17 **Weyerhaeuser NR:** Weyerhaeuser NR shall refer to Weyerhaeuser NR Company, a Washington C Corporation, and its successors and assigns or transferees in title. Where appropriate to the context, it shall also include property owners' associations established to exercise any of the duties of managing any portion or portions of WEST New Bern.

CITY OF NEW BERN

By: _____

MAYOR

ATTEST:

CITY CLERK

(CORPORATE SEAL)

WEYERHAEUSER NR COMPANY

By: _____

_____, ____ - President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

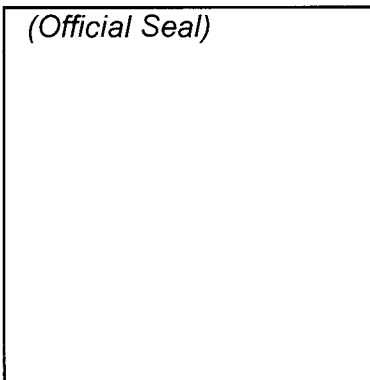
I, _____, a Notary Public in and for said County and State, do hereby certify that on the _____ day of _____, 2018, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that BRENDA E. BLANCO is Town Clerk of the CITY 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 Mayor and Town Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA
COUNTY OF _____

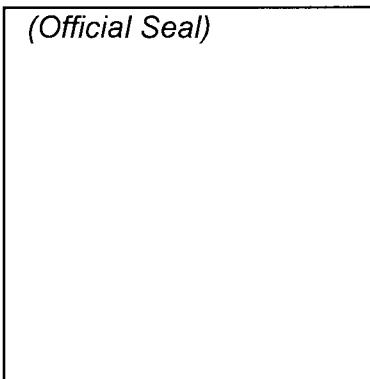
I certify that the following person personally appeared before me this day,
acknowledging to me that she signed the foregoing document for the purpose(s) stated
therein, in the capacity indicated therein: _____

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

ATTACHMENT A
LEGAL DESCRIPTION

Tract One:

That certain tract or parcel of land lying and being in Number Eight (8) Township, Craven County, State of North Carolina; being the same real property described by deed recorded in Book 2687, Page 346 in the office of the Register of Deeds of Craven County; and being more particularly described as follows:

Being all of that certain tract or parcel of land containing 586.738 acres as the same is shown on that map dated November 3, 2006, revised December 3, 2007, prepared by Mayo and Associates, P.A., and identified by the following legend: "SURVEY FOR WEYERHAEUSER REAL ESTATE PORTION OF CRAVEN NO. 30". This map is of record in Plat Cabinet H, Slides 113G and 113H in the office of the Register of Deeds of Craven County, and reference is hereby made to said map for a more complete and accurate description of this property.

Tract Two:

That certain tract or parcel of land lying and being in Number Eight (8) Township, Craven County, State of North Carolina; being the same real property described by deed recorded in Book 3044, Page 312 in the office of the Register of Deeds of Craven County; and being more particularly described as follows:

Being the tract depicted as "27.45 acres – Portion of Craven # 30 for Weyerhaeuser Real Estate Company" on a map recorded in Plat Cabinet H, Slide 198E in the office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said property.

ATTACHMENT B
EXISTING ZONING DESIGNATION

DEVELOPMENT AGREEMENT

WEYERHAEUSER NR COMPANY

AND

CITY OF NEW BERN,

NORTH CAROLINA

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ATTACHMENTS

Attachment A: Property Legal Descriptions

Attachment B: Existing Zoning

Attachment C: Master Development Plan

Attachment D: Road Cross Sections

Attachment E: Utility Agreement, dated September 28, 2010

Attachment F: City of New Bern Code of Ordinances, Sec. 15-79 Major Subdivision
Approval Process

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2018 by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("CITY"), and WEYERHAEUSER NR COMPANY ("DEVELOPER").

1.0 RECITALS

- 1.1 WEST New Bern (hereinafter referred to as "WNB" or the "PROJECT") is a mixed-use development of such magnitude and complexity that the PROJECT requires a long-term commitment of both public and private resources and the careful integration between the programming of public capital facilities and the phasing of development which can more adequately and efficiently be addressed between the DEVELOPER and the CITY with a development agreement.
- 1.2 After careful review and deliberation, the CITY has determined that the PROJECT is consistent with the CITY's Code of Ordinances and Future Land Use Plan. The CITY firmly believes that the PROJECT will further the CITY's land use planning objectives and policies as articulated in these documents, as well as enhance and secure the health, safety, welfare and economic well-being of residents of and visitors to the CITY.
- 1.3 The CITY has also determined that the development approval process established in this Agreement presents a unique opportunity for the CITY to secure quality planning and growth, to protect the environment, to strengthen the tax base and to mitigate the impacts of large-scale development.
- 1.4 The DEVELOPER and the CITY enter into this Development Agreement for the purpose of (1) establishing the development phasing sequences for the PROJECT; (2) establishing a Master Development Plan and development review process that can accommodate the timing, phasing and flexibility of the PROJECT; (3) coordinating the construction and design of infrastructure that will serve the PROJECT and the community at large; (4) confirming the dedication and/or provision of public amenities by the DEVELOPER as described herein; and (5) providing assurances to the DEVELOPER that it may proceed with the PROJECT in accordance with the approved original zoning and the terms of this Agreement without encountering future changes in ordinances, regulations, technical standards or policies that would affect its ability to develop the relevant parcels under the approved zoning and the terms hereof.

NOW, THEREFORE, in consideration of the mutual benefits of this Development Agreement and the actions and promises set forth herein it is mutually agreed by and between the City and Developer as follows:

2.0 PROJECT DESCRIPTION AND PURPOSE STATEMENT

The PROJECT includes a total of +/- 575 acres and is being planned as a large scale mixed-use development that will be designed, permitted, and constructed in multiple phases over a period of years. The PROJECT is located entirely within the land use jurisdiction of the CITY, with +/-301 acres inside the City Limits and the remaining +/- 274 acres within the CITY's extra-territorial jurisdiction (ETJ).

The PROJECT will include small neighborhoods, a walkable village area and connections to open space that will support and reinforce the City of New Bern as an attractive place to live, work and recreate. The size and scale of the PROJECT requires a long-term commitment of both public and private resources and requires careful integration between the programming of public capital facilities, the phasing of development and the development review and approval process. In addition to the minimum requirements established in state law for development agreements, the WEST New Bern Development Agreement also includes provisions for:

- 1) A Master Development Plan. This agreement establishes a Master Development Plan that illustrates the intent of the PROJECT and will facilitate the incremental review and approval of phases of the PROJECT to accommodate the timing, phasing and flexibility of the development. The Master Development Plan is supported by specific provisions of this agreement that will assure that the development processes and standards remain stable throughout the extended period of development.
- 2) Utility Agreement. This agreement modifies and amends the September 28, 2010 Agreement (the "UTILITY AGREEMENT") between the City of New Bern and Weyerhaeuser Real Estate Development Company regarding the provision of water and sewer utility services for Craven 30 North (now known as WEST New Bern) to address additional capacity requirements for the PROJECT. The DEVELOPER has fulfilled the obligations and commitments to construct the systems as required within the UTILITY AGREEMENT. A copy of this Agreement is included as Attachment E.
- 3) Future Annexations. This agreement establishes the timing for future annexations within the ETJ to be phased consistent with the phasing of development.

3.0 PROPERTY DESCRIPTION

3.1 Property Legal Description

The PROJECT is owned by DEVELOPER and includes approximately 575 acres (Craven County Parcel Identification Numbers 8-209-13001, 8-209-17000, 8-209-17001, 8-209-17002, 8-209-17003, 8-209-17004 and 8-209-1600) located on NC Hwy 43 in Craven County (the "Property"). The Property is more particularly described in Attachment A incorporated by this reference as though fully set forth herein.

3.2 Zoning Designation

The zoning designations for the PROJECT shall be unchanged for the duration of this Development Agreement. The subject property is zoned a mix of C-3, R-6 and I-1. The lands within the PROJECT that are located east of NC HWY 43 are designated as C-3 District and R-6 District. The lands within the PROJECT that are located west of NC HWY 43 are designated as I-1 District. The existing zoning designations for the property are more particularly described in Attachment B.

4.0 DEVELOPMENT USES PERMITTED; DEVELOPMENT SCHEDULE AND PHASING

4.1 Development Uses Permitted

WNB includes residential and non-residential uses as indicated in Table 4.1, "Development Uses Permitted".

Table 4.1: Development Uses Permitted

Uses Permitted per Adopted Zoning District ^A	Total Acres (+/-)	% of Total Acres	Maximum Density	Maximum Intensity
R-6	249.9	43.5%	22 du/ac	n/a
C-3	249.4	43.4%	20 du/ac	See footnote B
I-1	47.4	8.3%	n/a	See footnote B
A-5F	27.5	4.8%	n/a	See footnote B

^A The lands within WNB may include any of the uses permissible by the CODE in the applicable zoning district. The DEVELOPER shall be allowed to develop up to twenty (20) acres within the C-3 District for multi-family use as permitted in the CODE.

^B The maximum intensity shall be consistent with the maximum intensity permitted within the applicable zoning district under the CODE.

4.2 Development Design & Dimensional Standards

4.2.1. General Design

WNB shall be consistent with the design and dimension standards of the applicable zoning districts and/or as otherwise permitted under the CODE. Portions of WNB shall be established as planned unit developments under Section 15-86 of the CODE in order to accommodate the form of development proposed for the PROJECT. Under the CODE, planned unit developments permit the establishment of alternative standards for minimum lot size, permissible yard coverage, yard dimensions, and setback requirements and will be designated for each portion of WNB in coordination with the applicable general plan for that area.

4.2.2 Road Design

The proposed road cross-sections for WNB are included in Attachment D and have been determined to be consistent with the requirements of the CODE.

4.2.3. Signage

DEVELOPER shall develop a signage plan for the PROJECT consistent with the current processes and procedures of the CITY. Any deviations from the signage requirements of the CODE as expressed in Section 15-330(c) of the CODE shall be reviewed, processed and granted or denied as permitted under the CODE and shall not be considered a modification to this Agreement.

4.2.4 Open Space

WNB shall comply with the City's requirement that a minimum of five percent (5%) of the total area of the Unified Project shall remain as usable open space per CODE Section 15-196, where, the term "Unified Project" refers to the entire PROJECT regardless of whether the development is constructed in phases or stages. Usable open space areas may include parks, conservation areas, stormwater ponds, and wetlands to the extent that such areas meet the requirements of CODE Section 15-196 including the requirement that the area is capable of being used and enjoyed for purposes of recreation and relaxation.

4.3 Unified Project Schedule & Phasing

The PROJECT has commenced with the construction of the sanitary sewer and water systems as required within the UTILITY AGREEMENT and certain other infrastructure to serve the PROJECT.

The phasing schedule for development within the Unified Project that is associated with the infrastructure assessment and phasing described in Section 6 herein is provided in Table 4.3.

Table 4.3: Unified Project Program and Phasing

Land Use	YRS 1-5	YRS 6-10	YRS 11-15
Residential Units	500	500	500
Non-Residential Square Feet	100,000	200,000	200,000
Hotel Rooms	150	0	0
School private	10 acres	0	0

Based upon the maximum density and intensity permitted under the assigned zoning as described in Table 4.1, additional development program may be permitted for the PROJECT property that is above and beyond the development program describe in Table 4.3 Unified Project Program and Phasing. Any additional development program that is permitted consistent with the maximum density and/or intensities of the applicable zoning district through the development review and approval processes of the CODE shall be deemed as a minor modification to this development agreement.

5.0 WEST NEW BERN DEVELOPMENT APPROVAL PROCESS

5.1 Master Development Plan

To accommodate the timing, phasing and scale of WEST New Bern the City hereby adopts the WEST New Bern Master Development Plan as set forth in Attachment C. The WEST New Bern Master Development Plan shall serve as a generalized depiction of the land uses within the PROJECT consistent with the approved zoning.

As a phased master planned development, WNB shall submit a separate general plan and final plat for different portions of the PROJECT in phases over time in accordance with the development approval processes of the CODE. Portions of WNB shall be established as planned unit developments (PUDs) under Section 15-86 of the CODE in order to accommodate the form of development proposed

for the PROJECT. Planned unit developments will be designated for portions of WNB in coordination with the applicable general plan for that area. The land area governed by a general plan shall be interpreted as 'the development' for the purposes of establishing planned unit developments within WNB.

For the purposes of establishing PUDs within the PROJECT, the following interpretations of the CODE shall apply:

- a. Only one planned unit development permit shall be issued within the land area covered by each general plan;
- b. The nonresidential portions of any planned unit development may not be occupied until all of the residential portions of the land area covered by a specific general plan are completed or their completion is assured by any of the mechanisms provided in the CODE to guarantee completion.

The Master Development Plan includes the following information:

- a. Boundary of the subject property.
- b. Major natural features such as lakes, streams and wetland areas.
- c. Existing or proposed streets abutting the PROJECT.
- d. Proposed land use types and their locations.
- e. Gross densities and intensities.
- f. Anticipated internal major road network including collectors and sub collectors.

5.2 Development Approvals and Permits Required

The PROJECT shall comply with the Development Approval Process established in Sec. 15-79 of the CODE as it exists on the date of this Agreement, which is attached hereto and incorporated herein by reference, and shall require the following additional approvals:

- a. General Plan
- b. Final Plat

The following permits are required by local, state and federal laws:

- a. N.C. State Building Code permits for all matters within State Building Code purview
- b. 401 (state) and 404 (federal) permits
- c. Sedimentation and Erosion Control permits
- d. City of New Bern Stormwater Permits
- e. City of New Bern Water and Sanitary Sewer Approval
- f. NC DEMLR Stormwater Permit

- g. NC DEQ PWS Permit
- h. NCDOT Access and Encroachment Permits
- i. NC DEQ Sanitary Sewer Permits

The failure of this Agreement to address a particular permit, condition term or restriction does not relieve DEVELOPER from complying with the permitting requirements, conditions, terms or restrictions.

5.3 Binding Nature

This Agreement inures to the benefit of and is binding upon the Developer and all subsequent applicants for individual building permits and all other permits related to land or actions within WEST New Bern shall comply with the Master Development Plan in all material aspects.

6.0 INFRASTRUCTURE

6.1 General Infrastructure Assurances

6.1.1 Transportation

The DEVELOPER shall comply with all requirements as imposed by NCDOT regarding Transportation Infrastructure. The DEVELOPER shall:

- a. construct all on-site roadways.
- b. construct all required turn lanes and traffic signals at intersections on NC43 that provide direct access to the property.
- c. construct the section of the extension of Elizabeth Avenue within the Unified Project, to connect to NC43.

6.1.2 Stormwater

The DEVELOPER shall comply with all requirements for Stormwater Management as imposed by North Carolina Department of Environmental Quality and the City of New Bern.

- a. PROJECT development east of NC HWY 43. The DEVELOPER shall construct the stormwater management system in its entirety, vegetated and operational for its intended use at the point when the PROJECT reaches more than 24% built upon area coverage for those lands east of NC HWY 43. Up to 24% built upon area the stormwater treatment will be achieved in accordance with the provisions of the existing stormwater permit.

- b. PROJECT development west of NC HWY 43. Each parcel shall manage its own stormwater, draining to the outfall system along the western property line. Each parcel shall be permitted as high density.

6.2 Water & Sewer Commitments and Capacity Reservation

The UTILITY AGREEMENT dated September 28, 2010 is hereby modified to increase the sanitary sewer and water service to be provided to the PROJECT from 520,000 gallons per day (average daily flow) of permitted water and sanitary sewer flow to 636,000 gallons per day (average daily flow) of permitted water and sanitary sewer flow.

7.0 FUTURE ANNEXATIONS

Within 30 days of each final plat approval by the CITY, the DEVELOPER shall petition, and the CITY shall consider for voluntary annexation, property within the ETJ included within the approved final plat. If approved for annexation, the terms of this Agreement shall apply as provided herein to all portions of the PROJECT annexed. DEVELOPER will not convey lots pursuant to a specific approved final plat until the property depicted on that plat is annexed.

8.0 DEDICATIONS, RESERVATIONS AND PUBLIC AMENITIES

8.1 Dedications & Reservations

Dedications and Reservations for the PROJECT shall be made consistent with requirements of the CODE.

8.2 Public Amenities

8.2.1 Developer Commitments

DEVELOPER Commitments for Public Amenities for the PROJECT shall be made consistent with requirements of the CODE.

8.2.2 Ownership/Maintenance of Public Amenities

The ownership and maintenance of public amenities shall be determined during the development review and approval process established under the CODE and shall be owned and maintained by either the CITY or one or more owners' associations established for some or all of the PROJECT.

9.0 ADMINISTRATION

9.1 Duration

The term of this Agreement shall commence on the Date of Adoption. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.23, this Agreement shall expire twenty years from the Date of Adoption.

9.2 Law in effect at time of Agreement

Unless specifically and otherwise noted herein, the laws, resolutions, comprehensive plans, regulations, technical standards, policies, rules and ordinances of the CITY applicable to the PROJECT are those in force as of the Date of Adoption. Accordingly, the DEVELOPER and its successors in interest shall, for the duration of this Agreement, have a vested right to develop the PROJECT in accordance with the terms of this Agreement, the terms of the CODE and any applicable laws, resolutions, comprehensive plans, regulations, technical standards, policies, rules and ordinances as they exist as of the Date of Adoption during the entire term of this Agreement. Except as specifically referenced herein, the CITY may not apply subsequently adopted ordinances or development policies to the PROJECT during the term of this Agreement without the written consent of the DEVELOPER or its successors in interest. Approved major and minor modifications shall have no effect on the vested rights established herein, except to the limited extent that the requested modification(s) incorporates laws or regulations adopted subsequent to the date of this Agreement's adoption. Additionally, no future CITY development moratoria or CITY development impact fees shall apply to the PROJECT without the written consent of the DEVELOPER or its successors in interest. The DEVELOPER and the CITY shall each, for the duration of this Agreement, retain on file master copies of the CODE and all other applicable regulations and technical standards as they exist on the Date of Adoption.

9.3 Periodic Review

The City Manager or his or her designee shall conduct a periodic review at least every twelve (12) months (the "Periodic Review"), at which time the DEVELOPER shall be required to demonstrate good faith compliance with the terms of this Agreement. Failure by the CITY to detect noncompliance upon inspection shall not constitute waiver of any breach or noncompliance detected upon later inspection.

9.3.1 Notice of Breach

If, as a result of the Periodic Review or other review, the CITY finds and determines that the DEVELOPER has committed a material breach of the terms or conditions of the Agreement, the CITY shall serve notice upon the DEVELOPER in writing, within a reasonable time but not later than thirty (30) days after the determination of breach setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the DEVELOPER a reasonable time in which to cure the material breach, which time shall not be less than sixty (60) days; provided if such cure reasonably takes longer than sixty (60) days to make, DEVELOPER shall not be in default hereunder if it has commenced such cure within the sixty (60) day period and at all times thereafter proceeds diligently to complete such cure. A "material breach" is defined as a failure to meet or comply with any of the negotiated terms or provisions herein that would require action of the Board of Aldermen to amend or change those terms or provisions.

The Development Program and Phasing is a planning tool and shall not be interpreted as mandating the development pace initially forecasted or preventing a faster pace of development if market conditions support a slower or faster pace. Failure to meet the commencement date or interim completion dates shall not, without other factors being considered, be a material breach of this Agreement.

9.3.2. Remedy for Material Breach

Termination or modification of this Agreement shall be available remedies only for violations that constitute a material breach. Specifically, failure to comply with terms of the N C. State Building Code or any terms of the CODE or other local regulations shall not give rise to termination or modification of this Agreement.

9.4 Major and Minor Modifications to Development Agreement

Major Modifications to this Development Agreement shall be amendments or modifications to this Agreement that require action and approval by the City of New Bern Board of Aldermen and shall not include changes to this Agreement that are categorized herein or under the CODE as "minor revisions." Major amendments shall refer to those rights and requirements under this Agreement that are created by this Agreement and were separately negotiated in the course of this Agreement's adoption. A major modification of the Agreement shall be required to follow the same procedures as required for initial approval of the Development Agreement. Examples of Major Modifications include: adding real property to the PROJECT; changes to any land use boundary that is not

consistent with the adopted zoning; changes to fundamental commitments entered into under this Agreement by either party; and extending the duration of this agreement.

Minor Modifications to this Development Agreement shall be any revisions which do not change the land uses or fundamental commitments of the PROJECT as described in this Agreement. Minor revisions may be approved by the City Manager or his or her designee. Examples of Minor Modifications include: changes to any land use boundary that is consistent with the adopted zoning; changes to the PROJECT schedule or phasing; and modifications to Table 4.3: Unified Project program and phasing that are permitted under the CODE within the applicable zoning district; and an agreement to comply with subsequently-amended provisions of the CODE applicable to the PROJECT if DEVELOPER so chooses.

9.5 Conflict with the Code of Ordinances and Other Laws

The terms of this Agreement shall be in addition to and not inconsistent with the CODE and other local, state and federal statutes and regulations, including the regulations and policies of the Utility Department. In the event of a conflict between the CODE and this Agreement, then the stricter document (as determined by the City Manager or his designee) shall control. However, the foregoing shall not apply (a) where the terms of this Agreement were consistent with the CODE or City policies on the Date of Adoption and the CODE or the City policies changed; or (b) where the original terms of the Master Plan or this Agreement were established within the authority of the City staff or Departmental Review Committee or Planning and Zoning Board to grant exceptions, waivers, variances or modifications to existing ordinances and policies.

10.0 DEFINITIONS

The words and terms listed below shall have the following meanings:

- 10.1 **City Manager:** The person who serves in the position as city manager for the City of New Bern and any person or group of persons designated to act in his or her stead, temporarily or permanently, to make administrative decisions or to perform administrative duties related to this Agreement. City manager also includes any person serving in that capacity on an interim basis.
- 10.2 **City of New Bern:** As used herein, references to the City of New Bern shall include the City acting in its sovereign or corporate capacity through its elected body, the City acting through its appointed boards or agencies, and the City

acting through its employees, agents and consultants where the duties or prerogatives may be so delegated.

- 10.3 **Code of Ordinances ("CODE"):** The CODE means the City of New Bern's code of ordinances which consolidates all land development and land use regulations. References herein to code requirements are those requirements that exist on the Date of Adoption, unless later requirements are accepted in writing by an authorized officer of DEVELOPER in its sole discretion. The CODE as of the Date of Adoption is incorporated herein by reference as if fully set forth herein. Each party hereto shall maintain in its records a hard copy of the CODE as it exists on the Date of Adoption. For ease of reference, Section 15-79 of the CODE, relating to the Major Subdivision Approval process, is attached hereto as Attachment F.
- 10.4 **Date of Adoption:** The date of adoption shall be the date that DEVELOPER has signified its acceptance of the terms approved by the City of New Bern in this Agreement through its execution and recordation of this Agreement in the New Hanover County Register of Deeds. It shall be the date from which future extension and expiration dates shall be calculated.
- 10.5 **Date of Approval:** The date of approval shall be that original date that the City of New Bern votes to approve this Development Agreement or any modification thereof by ordinance. Major modifications of this Agreement that require the vote and approval of the City of New Bern shall be referred to as dates of modification.
- 10.6 **Development Agreement:** Development Agreement shall mean this Agreement approved pursuant to N.C. Gen. Stat. § 160A-400.20 et. seq. and any future modifications of this original Agreement that pertain to the approximately 546.7 +/- acres WEST New Bern development described herein.
- 10.7 **Development:** For the purpose of interpreting and conforming to the CODE as it relates to planned unit developments within the PROJECT, the term 'development' as used in the CODE shall apply to the portion of the PROJECT that is covered by each individual general plan or final plat.
- 10.8 **Extra-territorial jurisdiction (ETJ):** The area outside of the City's corporate limits over which it has development approval authority pursuant to N.C. Gen. Stat. §160A-360.

- 10.9 **Laws:** When referring to laws enacted by or under the authority of the City of New Bern, laws shall be interpreted inclusive of all locally adopted ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of this PROJECT. The term “laws” shall also mean laws governing permitted uses of the PROJECT, density, design, and improvements. To the extent that DEVELOPER shall have a vested right to proceed under existing laws, “laws” shall be interpreted to mean the law as it existed on the Date of Adoption. If DEVELOPER secures additional vested rights pursuant to common law and subsequently loses its statutorily vested rights under this Agreement, then “laws” shall mean those ordinances, regulations, policies, etc. that existed on the date that DEVELOPER became vested as to those ordinances, regulations and policies under common law.
- 10.10 **Mixed Use:** A mixture of residential and non-residential uses within the PROJECT that may occur generally throughout the PROJECT through horizontal construction or that may occur by the vertical integration of uses within a building or structure.
- 10.11 **NCDOT:** NCDOT shall refer to the North Carolina Department of Transportation whether acting through the State of North Carolina Board of Transportation or its Division or Division Engineer or his or her designee.
- 10.12 **PROJECT:** Term used to refer to WEST New Bern, the commercial name assigned to the master-planned, +/- 575 acres development along NC Hwy 43 that is the subject of this Development Agreement.
- 10.13 **Unified Project:** The term Unified Project shall mean the total PROJECT described herein. It may be used synonymously with “PROJECT” or “WEST New Bern”.
- 10.14 **Utility Agreement (also Water and Sewer Utility Agreement):** The September 28, 2010 Agreement between the City of New Bern and Weyerhaeuser Real Estate Development Company regarding the provision of water and sewer utility services for Craven 30 North.
- 10.15 **WEST New Bern (WNB):** WEST New Bern is the commercial name assigned to the master-planned, +/- 575 acres development along NC Hwy 43 that is the subject of this Development Agreement. This term also refers to any of the development amenities, parts or subparts within the PROJECT and any aspect of

the PROJECT for which DEVELOPER has a right to control the image, marketing or sales.

10.16 **Wetlands:** Wetlands shall refer to those portions of the Unified Project that have been delineated as wetlands for purposes of permitting under Section 404 of the Clean Water Act or that have been delineated as wetlands by the U.S. Army Corps of Engineers on maps officially and previously adopted by the Corps of Engineers.

10.17 **Weyerhaeuser NR:** Weyerhaeuser NR shall refer to Weyerhaeuser NR Company, a Washington C Corporation, and its successors and assigns or transferees in title. Where appropriate to the context, it shall also include property owners' associations established to exercise any of the duties of managing any portion or portions of WEST New Bern.

CITY OF NEW BERN

By: _____

MAYOR

ATTEST:

CITY CLERK

(CORPORATE SEAL)

WEYERHAEUSER NR COMPANY

By: _____

_____, ____ - President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

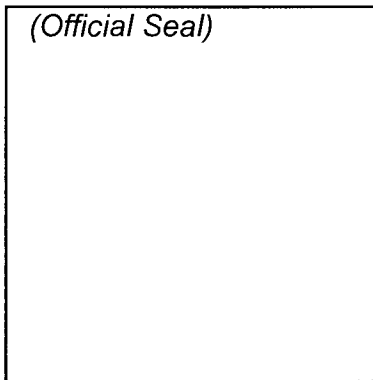
I, _____, a Notary Public in and for said County and State, do hereby certify that on the _____ day of _____, 2018, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that BRENDA E. BLANCO is Town Clerk of the CITY 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 Mayor and Town Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA
COUNTY OF _____

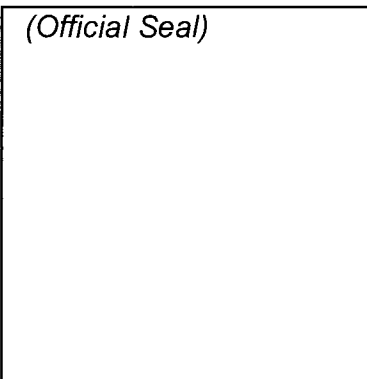
I certify that the following person personally appeared before me this day,
acknowledging to me that she signed the foregoing document for the purpose(s) stated
therein, in the capacity indicated therein: _____

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

ATTACHMENT A
LEGAL DESCRIPTION

Tract One:

That certain tract or parcel of land lying and being in Number Eight (8) Township, Craven County, State of North Carolina; being the same real property described by deed recorded in Book 2687, Page 346 in the office of the Register of Deeds of Craven County; and being more particularly described as follows:

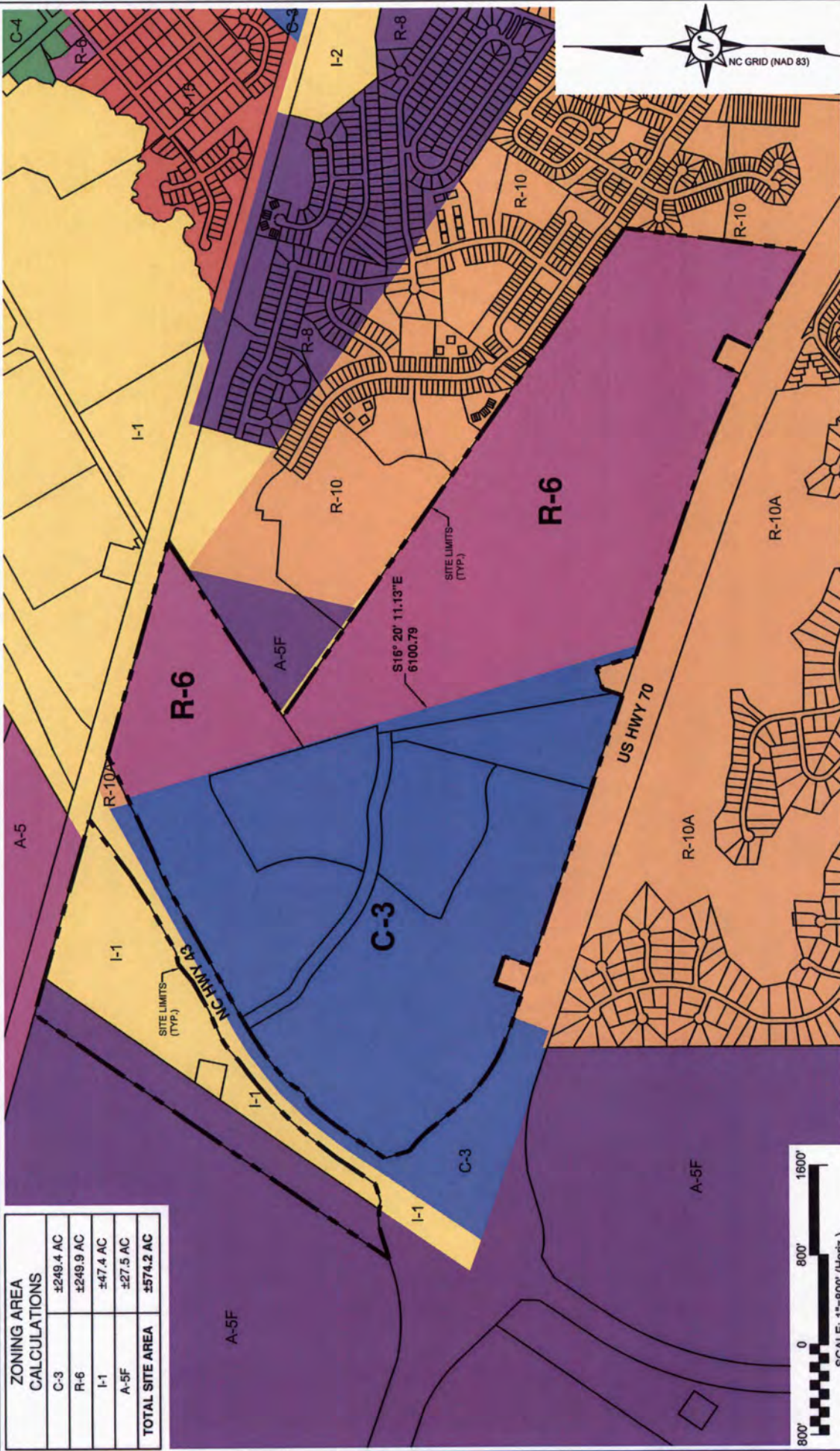
Being all of that certain tract or parcel of land containing 586.738 acres as the same is shown on that map dated November 3, 2006, revised December 3, 2007, prepared by Mayo and Associates, P.A., and identified by the following legend: "SURVEY FOR WEYERHAEUSER REAL ESTATE PORTION OF CRAVEN NO. 30". This map is of record in Plat Cabinet H, Slides 113G and 113H in the office of the Register of Deeds of Craven County, and reference is hereby made to said map for a more complete and accurate description of this property.

Tract Two:

That certain tract or parcel of land lying and being in Number Eight (8) Township, Craven County, State of North Carolina; being the same real property described by deed recorded in Book 3044, Page 312 in the office of the Register of Deeds of Craven County; and being more particularly described as follows:

Being the tract depicted as "27.45 acres – Portion of Craven # 30 for Weyerhaeuser Real Estate Company" on a map recorded in Plat Cabinet H, Slide 198E in the office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said property.

ATTACHMENT B
EXISTING ZONING DESIGNATION



ZONING AREA CALCULATIONS	
C-3	±249.4 AC
R-6	±249.9 AC
I-1	±47.4 AC
A-5F	±27.5 AC
TOTAL SITE AREA	±574.2 AC

<p>SCALE: 1"=800' (HORIZ.)</p> <p>VERTICAL: 1"=40'</p> <p>DATE: 11/11/11</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>APPROVED: [Signature]</p>		<p>EXHIBIT</p> <p>1</p>
<p>WEYERHAEUSER PROPERTY</p> <p>NEW BERN, NORTH CAROLINA</p> <p>EXISTING ZONING</p> <p>DISTRICT MAP</p>		
<p>Weyerhaeuser</p>		
<p>MEKIM & CREED</p> <p>243 North Ford Street</p> <p>New Bern, NC 28560</p> <p>Phone: 813.243.1548, Fax: 813.243.4882</p> <p>www.mekimcreed.com</p>		

ATTACHMENT C
MASTER DEVELOPMENT PLAN

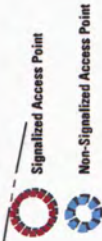
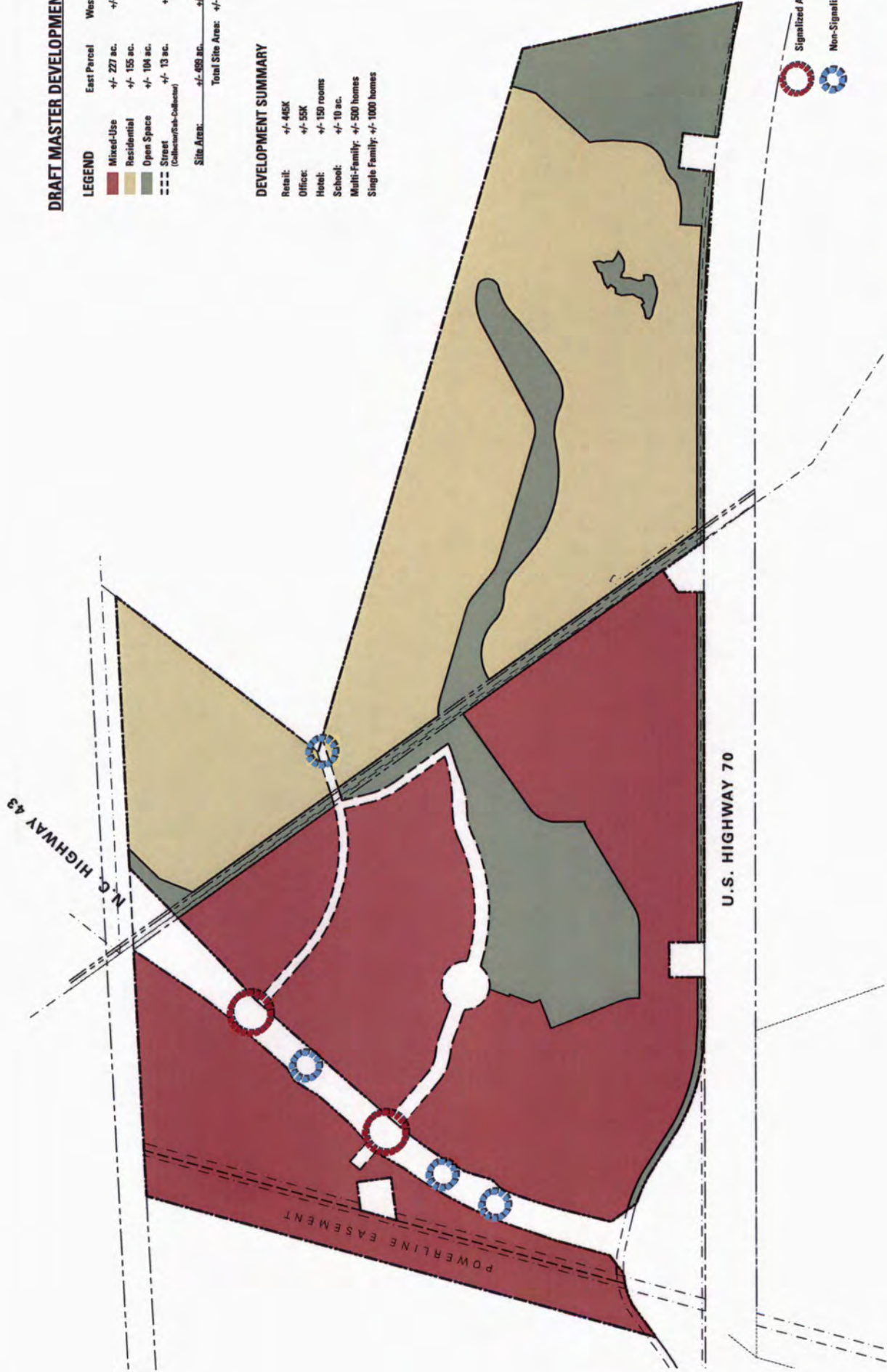
DRAFT MASTER DEVELOPMENT PLAN

LEGEND	East Parcel	West Parcel
Mixed-Use	+/- 227 ac.	+/- 75 ac.
Residential	+/- 155 ac.	
Open Space	+/- 104 ac.	
Street (Collector/Sub-Collector)	+/- 13 ac.	+/- 1 ac.

Site Area: +/- 680 ac.
Total Site Area: +/- 575 ac.

DEVELOPMENT SUMMARY

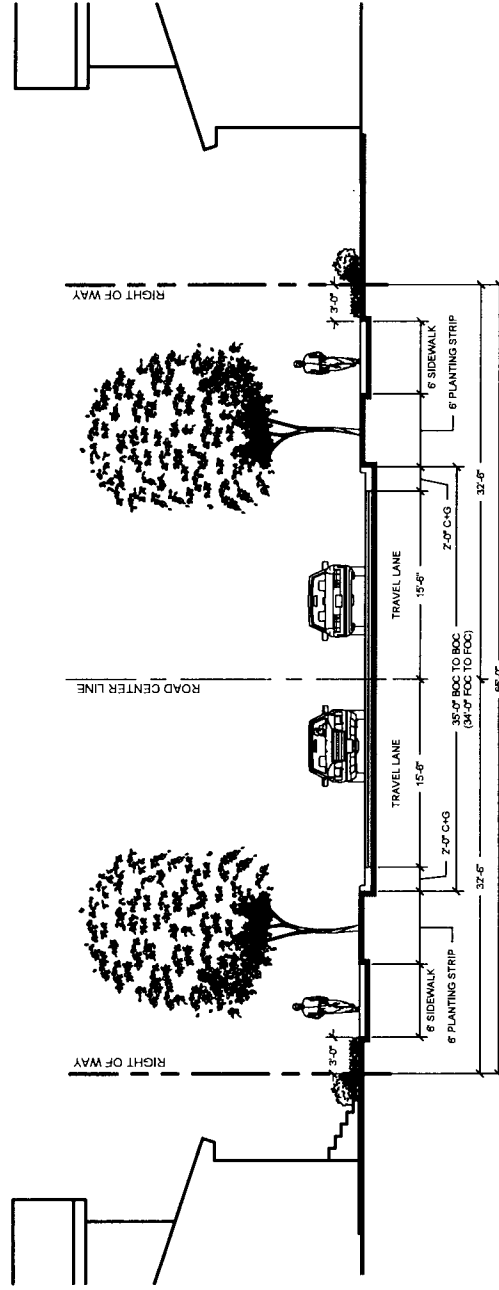
Retail: +/- 445K
Office: +/- 55K
Hotel: +/- 150 rooms
School: +/- 10 ac.
Multi-Family: +/- 500 homes
Single Family: +/- 1000 homes



JUNE 8, 2018



ATTACHMENT D
ROAD CROSS SECTIONS



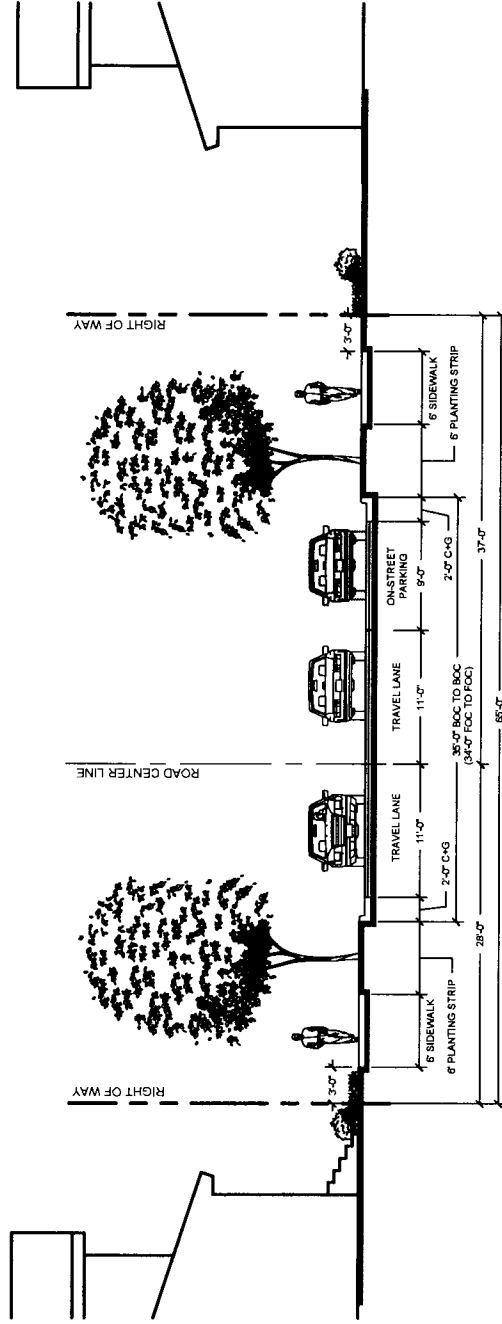
MFKIM & CREED
 1000 N. HARRIS ST.
 SUITE 100
 WEST NEW BERN, NC 28591
 252-710-2281
 www.mfkimandcreed.com

COLLECTOR STREET
65' RIGHT OF WAY

WEST NEW BERN
NEW BERN, NORTH CAROLINA

DATE	10/1/2018	BY	1
REV	10/1/2018	BY	1
DATE	10/1/2018	BY	1
REV	10/1/2018	BY	1



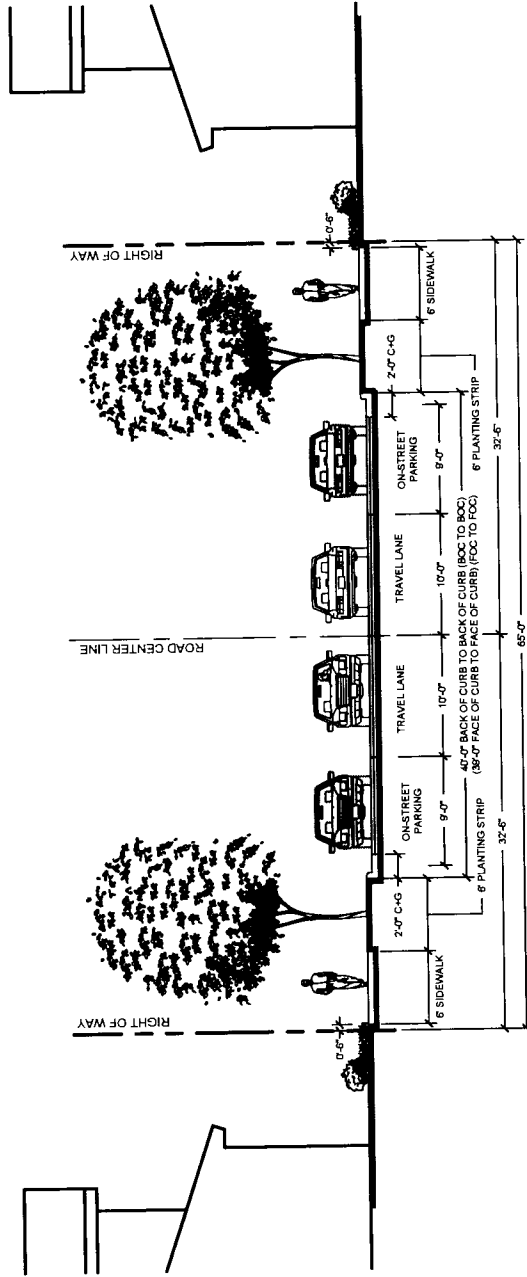


DATE	2/1/2018	DATE PLOTTED	2/1/2018
BY	WJL	BY	WJL
CHECKED	WJL	CHECKED	WJL
SCALE	1" = 10'	SCALE	1" = 10'
SHEET NO.	2	SHEET NO.	2

COLLECTOR STREET
(PARKING ONE SIDE, DELINEATED)
65' RIGHT OF WAY

WEST NEW BERN
NEW BERN, NORTH CAROLINA

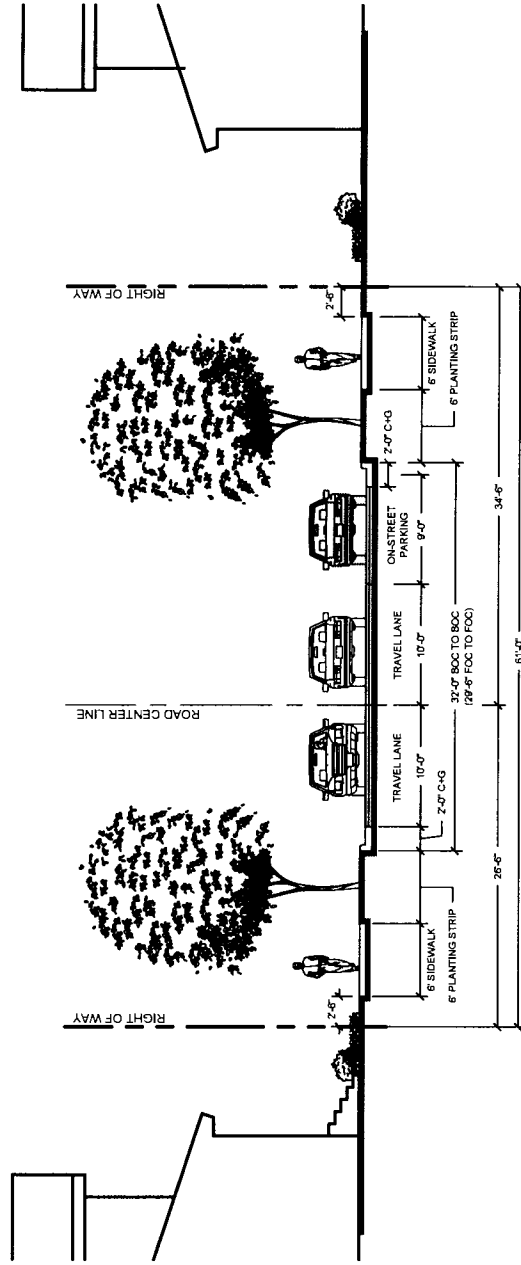
MCKIM & CREED
ARCHITECTS
101 N. BERN ST.
NEW BERN, NC 28558
TEL: 252.235.1234
WWW.MCKIMCREED.COM



DATE 8/1/2018	DATE FILE 8/1/2018	PROJECT 65'-0" R/W	3
DESIGNER M&C	CLIENT NEW BERN	LOCATION NEW BERN, NORTH CAROLINA	

McKIM & CREED
 100 N. MARKET ST.
 SUITE 200
 NEW BERN, NC 28558
 PHONE: 252-739-1000
 FAX: 252-739-1001
 WWW.MCKIMCREED.COM

[illegible]



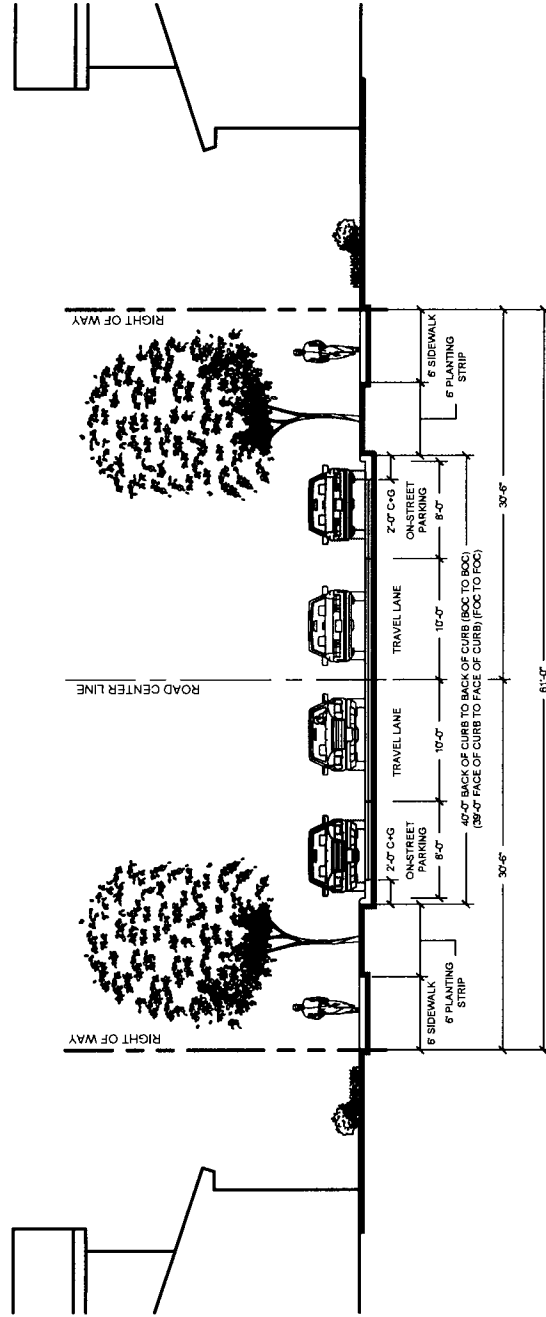
DATE	10/1/2010	DATE	10/1/2010
BY	10/1/2010	BY	10/1/2010
SCALE	1" = 10'	SCALE	1" = 10'
PROJECT	10/1/2010	PROJECT	10/1/2010
6		6	

MCKIM & CREED

100 N. DARTMOUTH ST.
 NEW BEDFORD, MA 01905
 TEL: 508/451-2200
 FAX: 508/451-2201
 WWW.MCKIMCREED.COM

SUBCOLLECTOR STREET
 (PARKING ONE SIDE, DELINEATED)
 81' RIGHT OF WAY

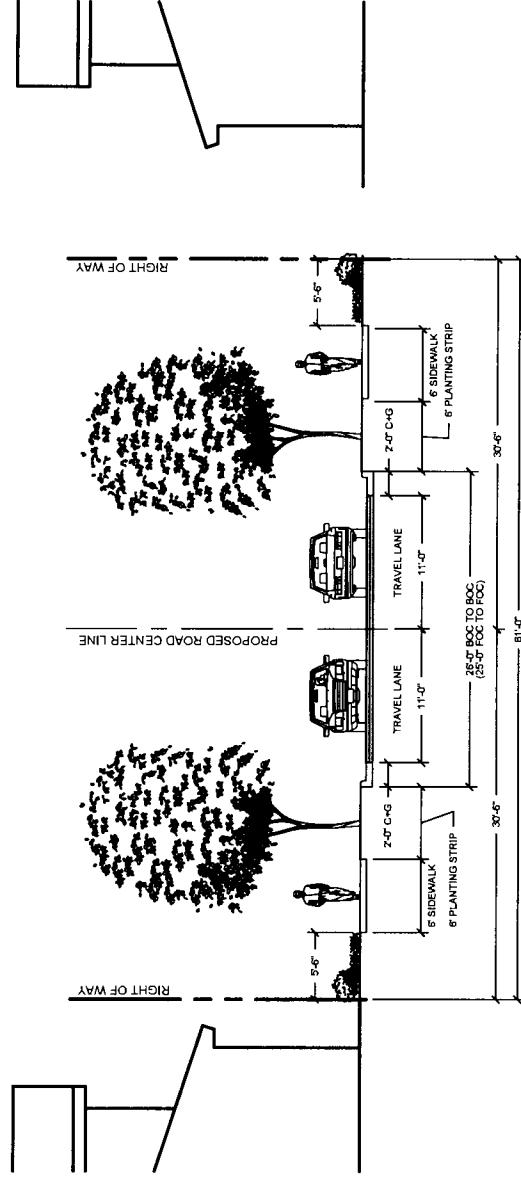
WEST NEW BERN
 NEW BERN, NORTH CAROLINA



SUBCOLLECTOR STREET (PARKING BOTH SIDES, DELINEATED)		DATE	7
61' RIGHT OF WAY		SCALE	1" = 10'
WEST NEW BERN NEW BERN, NORTH CAROLINA		DESIGNER	7

McKIM & CREED

215 N. FRONT ST.
FARMINGTON, NH 03825
TEL: 603.852.2200
FAX: 603.852.2201
WWW.MCKIMANDCREED.COM

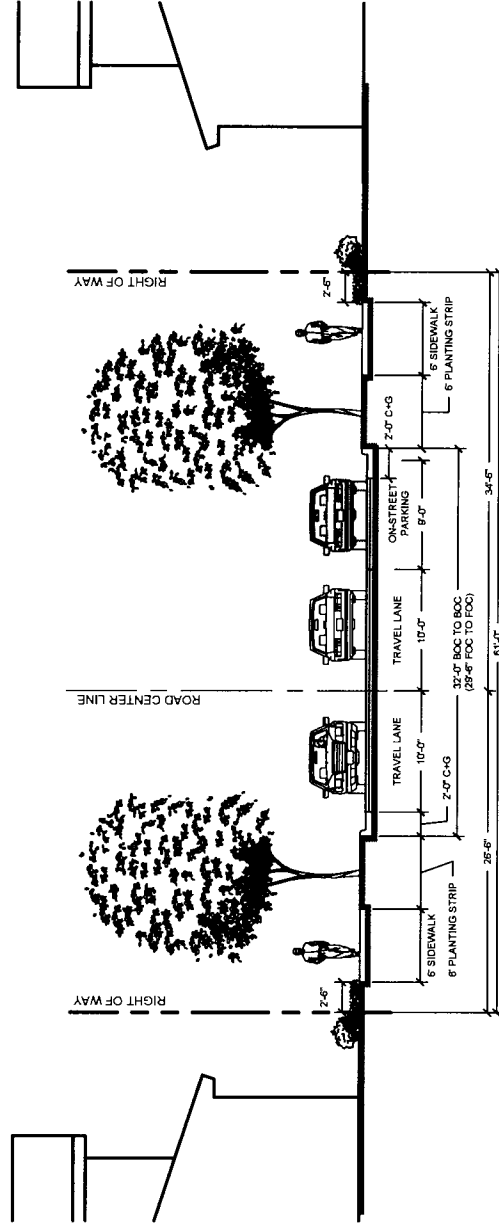


DATE	10/1/2016	PROJECT	LOCAL STREET
BY	J. H. HARRIS	DESIGN	010-012
SCALE	1" = 10'	REVISION	1
DATE	10/1/2016	PROJECT	LOCAL STREET
BY	J. H. HARRIS	DESIGN	010-012
SCALE	1" = 10'	REVISION	1

LOCAL STREET	WEST NEW BERN
61' RIGHT OF WAY	NEW BERN, NORTH CAROLINA

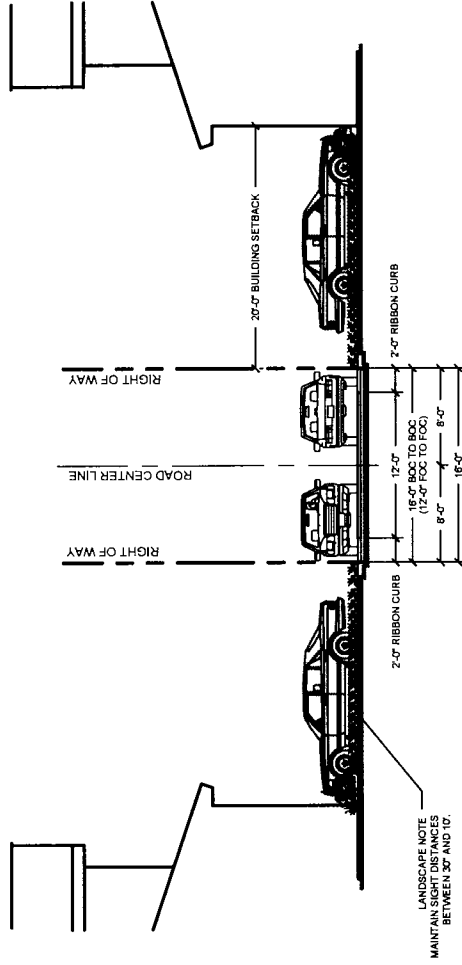
MCKIM & CREED

245 N. FRONT ST.
 WILMINGTON, NC 28401
 TEL: 336-799-1234
 FAX: 336-799-1235
 WWW.MCKIMCREED.COM



LOCAL STREET (PARKING ONE SIDE, DELINEATED) 61' RIGHT OF WAY	DATE: 10/1/2014 DRAWN: J. H. HARRIS CHECKED: J. H. HARRIS	PROJECT: WEST NEW BERN NEW BERN, NORTH CAROLINA	9
--	---	--	---

MCKIM & CREED
 245 N. FRONT ST.
 WILMINGTON, NC 28401
 PHONE: 910-799-7000
 FAX: 910-799-7001
 WWW.MCKIMCREED.COM



MCKIM & CREED 255 N. FRONT ST. SUITE 200 WEST NEW BERN, NC 28591 252-331-7200 WWW.MCKIMCREED.COM		DATE: 04/14/2018 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: 1" = 10' SHEET: 10
ALLEY STREET 16' RIGHT OF WAY		WEST NEW BERN NEW BERN, NORTH CAROLINA

ATTACHMENT E
UTILITY AGREEMENT, DATED SEPTEMBER 28, 2010

NORTH CAROLINA

CRAVEN COUNTY

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of September, 2010, by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), and WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY ("Developer").

WITNESSETH:

THAT WHEREAS, Developer owns a tract or parcel of land located within the City's extraterritorial jurisdiction in Craven County, North Carolina, as shown on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Developer intends to develop the Property as a 586 acre mixed use development requiring permitted sewerage treatment capacity at full build out of approximately 520,000 gallons per day; and

WHEREAS, Developer desires over time to annex the Property into the City, and to connect to the City's water and sewer systems so that the City might provide such services to the Property, subject to certain terms and conditions contained herein; and

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

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

1. Definitions

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

1.1.1. "Agreement" – means this Agreement between Developer and the City.

1.1.2. “Developer” – means Weyerhaeuser Real Estate Development Company, a North Carolina business corporation.

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

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

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

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

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

1.1.8. “Systems” – means the Property Sewer System and the Property Water System.

2. City Obligations

2.1. The City shall provide sewer and water service to the Property in an amount not to exceed 520,000 gallons per day (average monthly flow) of permitted water and sewer flow.

For planning purposes, the parties contemplate that permitted water and sewer service for the Property will not exceed 100,000 gallons per day, per year until the Property is fully developed. Any individual water customer requiring more than 15,000 gallons per day shall be required to enter into a separate water service agreement with the City.

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

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

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

2.5. The City represents and warrants that it shall reserve and guarantee sufficient water and sewer collection and treatment capacity to fulfill its obligations established herein pursuant to the terms and conditions contained herein, SUBJECT ALWAYS to a force majeure, and the rights of the State of North Carolina, or any agency or department thereof, to restrict or preclude the City's ability to comply with its obligations hereunder. In the event of a force majeure, or any limitation or moratorium imposed on the City by the State of North Carolina or

any agency or department thereof that limits or precludes the City's ability to comply with its obligations hereunder, the City shall use reasonable efforts and proceed in good faith to cure its inability to comply with the terms of this Agreement as promptly as reasonably possible.

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

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

3. Developer Obligations

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

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

3.3. Developer shall apply, through the City, for NCDENR water and sewer permits within twelve (12) months of the date of this Agreement, and shall commence construction of the work authorized under the NCDENR permits within six (6) months of the issuance of the City's notice to proceed with the project. The City shall issue the notice to proceed to the Developer within 30 days of its receipt of the NCDENR permits for the project.

3.4. Developer understands and agrees that the Property Sewer System must be certified completed and ready for use within three (3) years of the date of the issuance of the City's notice to proceed with the construction of the Property Sewer System. The City shall extend the construction term for any remaining uncompleted phase of the Property Sewer System if (i) the Developer pays the sewer capacity fees (tap fees) in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum sewer charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The sewer charges shall be the then existing fees as outlined in the sewer rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Sewer System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDENR sewer permit that expires. The intent and purpose of this Section 3.4 is to provide the Developer with an opportunity to pay the City sewer capacity fees, or pay on a monthly basis for wastewater treatment flow system capacity that is required by this Section 3.4 but not yet constructed in order to avoid losing the City's commitment to provide sewer service to Property beyond the phases that are permitted and constructed.

3.5. Developer understands and agrees that the Property Water System must be certified completed and ready for use within three (3) years of the date of the issuance of the City's notice to proceed with the construction of the Property Water System. The City shall extend the construction term for any remaining uncompleted phase of the Property Water System if (i) the Developer pays the water capacity fees (tap fees) in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum water charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The water charges shall be the then existing fees as outlined in the water rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Water System, the Developer may not re-apply for a new permit within six

(6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDENR water permit that expires. The intent and purpose of this Section 3.5 is to provide the Developer with an opportunity to pay the City water capacity fees, or pay on a monthly basis for water capacity that is required by this Section 3.5 but not yet constructed in order to avoid losing the City's commitment to provide water service to Property beyond the phases that are permitted and constructed.

4. Miscellaneous

4.1. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

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

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

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

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

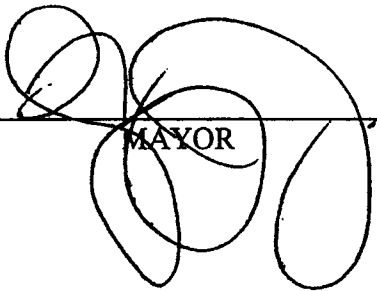
4.6. This Agreement may not be modified or amended except by subsequent written agreement authorized and executed by each party.

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

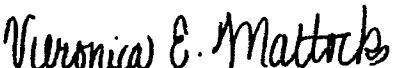
4.8. Developer may not assign this Agreement without the express written consent of the City. Notwithstanding anything to the contrary in the foregoing, the Developer may assign all or any portion of the sewer capacity allocation granted herein, along with a transfer of all or any portion of the Property,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

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

CITY OF NEW BERN

By:  _____
MAYOR

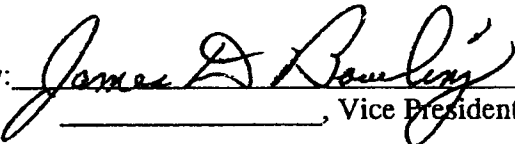
ATTEST:



City Clerk

(CORPORATE SEAL)

**WEYERHAEUSER REAL ESTATE
DEVELOPMENT COMPANY**

By:  _____, Vice President



NORTH CAROLINA
CRAVEN COUNTY

I, Pamela S. Belrose, a notary public in and for said county and state, do hereby certify that on the 28 day of September, 2010, before me personally appeared LEE W. BETTIS, Jr. with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that VERONICA E. MATTOCKS is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the 28 day of September, 2010.

Pamela S. Belrose
NOTARY PUBLIC

My Commission Expires:

9-10-11

STATE OF Georgia
COUNTY OF Morgan

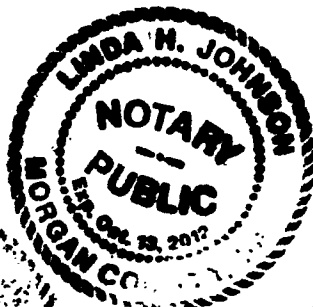
I certify that the following person appeared before me this day, acknowledging to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated: James D. Bowling, as Vice President of Weyerhaeuser Real Estate Development Company

WITNESS my hand and notarial seal, this 12 day of October, 2010.

Linda H. Johnson
NOTARY PUBLIC

My commission expires:

Oct 13, 2012



ATTACHMENT F

CITY OF NEW BERN CODE OF ORDINANCES

SEC. 15-79 MAJOR SUBDIVISION APPROVAL PROCESS

Section 15-79. - Major subdivision approval process.

The planning and zoning board shall approve or disapprove major subdivision final plats in accordance with the provisions of this section. To obtain final plat approval, the subdivider shall undergo a two-step process:

- (a) General plan. In filing a general plan, the applicant desiring to subdivide within the City of New Bern shall comply with the requirements herein below set forth.
 - (1) The general plan shall contain the following information:
 - (a) Existing and platted property lines, streets, buildings, watercourses, sewers, water mains (existing and proposed), transmission lines, bridges, culverts, drain pipes, city and county lines, and any public utility easements.
 - (b) Boundaries of tract, showing bearings and distances.
 - (c) Site plan of existing conditions including wooded areas, marshes, and wetlands, if applicable.
 - (d) Names of all adjoining property owners.
 - (e) Zoning classifications both on land to be subdivided and adjoining land.
 - (f) Plans for proposed utilities, including water, gas, sanitary sewer, storm drainage, electric, telephone, and cable.
 - (g) Other proposed rights-of-way, easements.
 - (h) Proposed lot lines, lot numbers, building envelopes in the case of PUDs, and approximate dimensions.
 - (i) Proposed minimum setback lines.
 - (j) Contour map: one-foot intervals based on sea level datum.
 - (k) Proposed mini-parks, school sites, public open space, if applicable.
 - (l) Provisions for the preservation and maintenance of mini-parks and open space, including draft of conservation easement; if applicable.
 - (m) Proposed planting plan, including type and details of required screening, if applicable.
 - (n) Sketch vicinity plan.
 - (o) Name of owner, surveyor, and planner.
 - (p) Title, date, north point, and graphic scale.
 - (q) Verification of submission of stormwater management and sedimentation control plans, if applicable.
 - (r) Site data including acreage in total tract, mini-parks, open space, school sites, etc.; average lot size; total number of lots; lineal feet in streets.
 - (s) Profiles showing grades of streets, sewers, water lines, etc.
 - (t) Postal enumeration of each lot in the subdivision.
 - (u) Statement by developer/subdivider that wetlands are not present on the site or that appropriate permits have been sought.
 - (2) The applicant shall submit two print and one digital(in a format deemed acceptable by the Zoning Administrator) set of copies of the general plan and any supplementary material to the secretary of the planning and zoning board at least two weeks prior to the regularly scheduled meeting of the planning and zoning board of the City of New Bern. One set,

consisting of 14 copies, shall be used for department review purposes. The second set, consisting of 14 copies, shall be provided for members of the planning and zoning board. The general plan shall be of a scale of one inch equals 100 feet or larger and shall be of a sheet size of 18 inches by 24 inches or larger.

- (a) If the proposal of the subdivider/developer is a planned unit development (PUD), then and in that event the city shall cause signs to be placed on property proposed to be developed as a PUD at least seven days prior to the meeting of the planning and zoning board at which it will be considered. Notice shall be published one time in a newspaper of general circulation in the community at least ten and not more than 25 days prior to the meeting of the planning and zoning board.
- (3) The planning staff shall distribute copies of the proposed subdivision to appropriate departments for review, and any governmental agency or agencies having a specific interest in the subdivision for their recommendations. The planning staff shall consolidate such recommendations and present them, together with its own, to the planning and zoning board.
- (4) The general plan shall be reviewed by the planning and zoning board. During this review:
 - (a) The subdivider presents his plan and answers questions of the planning and zoning board and planning staff.
 - (b) The planning staff shall make recommendations to the planning and zoning board.
 - (c) The planning and zoning board makes its recommendations and may recommend additional conditions to its approval in writing if deemed advisable to protect the public health, safety, and welfare.
- (5) The planning and zoning board shall approve, approve conditionally, or disapprove the general plan.
 - (a) Approval of the general plan is authorization for the subdivider to proceed with the construction of the necessary improvements in preparation for the final plat.
 - (b) If approved conditionally, the conditions and reasons thereof shall be noted in the minutes and, if necessary, the planning and zoning board shall require the applicant to submit a revised plan.
 - (c) If the planning and zoning board should disapprove the general plan, the reasons for such action shall be noted in the minutes and recommendations made on the basis of which the proposed subdivision could be approved.
 - (d) Failure on the part of the planning and zoning board to act within 60 days after a completed general plan is submitted shall be deemed approval.
 - (e) The action of the planning and zoning board shall be noted on one copy of the general plan. This copy shall be retained in the permanent files of development services department.
 - (f) Approval of the general plan by the planning and zoning board establishes a vested right as provided in sections 15-67 through 15-70 of this ordinance.
- (b) Final plat. Upon completion of arrangement for the improvements shown on the approved general plan, the applicant shall submit a final plat of the area covered by such improvements.
- (1) The applicant shall submit the original tracing, drawn in waterproof ink on a sheet(s) made of material that will be acceptable to the register of deed's office of Craven County for recording purposes, and three copies of the final plat to the development services department within 24 months after approval of the general plan by the planning and zoning board; otherwise, such approval shall become null and void unless an extension of time is applied for and granted by the planning and zoning board.

- (a) On application for final plat approval, the applicant shall pay an inspection fee of according to the fee scheduled found at the Development Services Department, to the city.
- (2) The final plat shall be at the same scale (one inch equals 100 feet or larger) and on the same sheet size as the general plan (18 inches by 24 inches or larger) and shall conform substantially to the general plan as approved. The applicant shall furnish fourteen 18 by 24 inch copies and one digital copy (in a format to be specified by the of the final plat to the planning staff for distribution to the planning and zoning board. The final plat shall constitute only that portion of the approved general plan which the applicant proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of this ordinance. The final plat shall show:
 - (a) The lines of all streets and roads.
 - (b) Lot lines and lot numbers.
 - (c) Building envelopes in the case of PUDs.
 - (d) Reservations, easements, alleys, and any other areas to be dedicated to public use or for conservation purposes, or sites for other than residential use with notes stating their purpose and any limitations.
 - (e) Sufficient data to determine readily and reproduce on the ground, the location, bearing, and length of every street line, block line, and building line, whether curved or straight, and including true north point. This should include the radius, central angle, and tangent distance for the centerline of curved streets and curved property lines that are not the boundary of curved streets.
 - (f) All dimensions should be to the nearest one-tenth of a foot and angles to the nearest minute.
 - (g) Accurate location and description of all monuments and markers.
 - (h) The names and locations of adjoining subdivisions and streets, and the location and ownership of adjoining unsubdivided property.
 - (i) Title, date, name, and location of subdivision, graphic scale, and true north point.
 - (j) Name of owner, surveyor and land planner.
 - (k) Written approval by the Corps of Engineers with reference to wetlands, if applicable.
 - (l) Postal enumeration of each lot in the subdivision.
- (3) Supplementary materials for final plat:
 - (a) A draft of all restrictive covenants whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed development.
 - (b) In subdivisions where limited access streets are constructed, the final plat shall show a restricted easement of access along the entire length of the street as it is to be constructed denoting all connections to the street allowed for ingress and egress to properties whether improved or reserved for future improvement.
- (4) The development services department shall review the final plat for compliance with the provisions of this ordinance and with the approved general plan.
 - (a) If the final plat is found to be in compliance, the development services department shall transmit the final plat, together with its recommendations, to the planning and zoning board for final action; or
 - (b) If the final plat is found not to be in compliance or if changes have been made from the approved general plan, [the development services department shall] transmit the

final plat, together with its recommendations thereon, to the planning and zoning board.

- (5) The final plat shall be reviewed by the planning and zoning board.
 - (a) The development services department shall make recommendations to the planning and zoning board.
 - (b) The planning and zoning board shall approve the final plat unless it finds that the plat or the proposed subdivision fails to comply with one or more of the requirements of this ordinance, or that the final plat differs substantially from the plans and specifications approved in conjunction with the general plan approval that authorized the development of the subdivision.
 - (c) If the final plat is approved, a statement of such fact shall be transcribed on the original and one reproducible copy of the plat. The tracing and reproducible copy shall be returned to the applicant. The applicant shall keep the original, record the reproducible copy with the register of deeds office of Craven County in a manner acceptable to that office, and provide one reproducible copy and seven copies (complete with all endorsements) to be distributed to city departments and placed in the city's permanent files.
 - (d) If the final plat is disapproved by the planning and zoning board, the applicant shall be furnished with a written statement of the reasons for the disapproval within 14 calendar days of the date of disapproval.
 - (e) Approval of a final plat is contingent upon the plat being recorded within one year after the approval certificate is signed by the mayor.
 - (f) Failure on the part of the planning and zoning board to act within 60 days after a submission of the completed final plat shall be deemed an approval.

(Ord. No. 2013-227, § 2, 8-27-13 ; Ord. No. 16-047, § 36, 9-13-16)

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Approving a Proclamation for Red Ribbon Week

Date of Meeting 10/09/18

Ward # if applicable N/A

Department City Clerk



Person Submitting Item: Brenda Blanco

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

On behalf of the New Bern Young Marines, Angel Golding-Fort has requested a proclamation acknowledging Red Ribbon Week, which is observed October 23-31, 2018. Red Ribbon Week is the oldest and largest drug-prevention campaign in the country.

Actions Needed by Board:

Consider approving proclamation.

Is item time sensitive? ☐ Yes ☒ No

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

Backup Attached:

Proclamation and email request.

Cost of Agenda Item: \$0

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

Additional notes:



Proclamation

WHEREAS, the **New Bern Young Marines** are a part of the Young Marines league which is a youth education and service program for boys and girls ages 8 through the completion of high school;

WHEREAS, the **New Bern Young Marines** promote mental, moral and physical development of its members and focuses on character building, leadership, and a healthy, drug-free lifestyle;

WHEREAS, the **New Bern Young Marines** will be celebrating **Red Ribbon Week** the week of October 23-31, 2018;

WHEREAS, **Red Ribbon Week** is the oldest and largest drug prevention campaign in the country and serves as a vehicle for communities and individuals to take a stand for the hopes and dreams of our children through a commitment to drug prevention and education and a personal commitment to live drug-free lives with the ultimate goal being the creation of a drug-free America;

WHEREAS, **Red Ribbon Week** commemorates the ultimate sacrifice made by DEA Special Agent Enrique "Kiki" Camarena, who died at the hands of drug traffickers in Mexico while fighting the battle against illegal drugs to keep our country and children safe;

WHEREAS, as a result of Camarena's death, hundreds pledged to lead drug-free lives to honor the sacrifices made by him, and they began to wear badges of red satin ribbon as a symbol of his memory, and the **Red Ribbon Week** campaign emerged from these efforts; and

WHEREAS, **Red Ribbon Week** is nationally recognized and celebrated, helping to preserve Special Agent Camarena's memory and further the cause for which he gave his life.

NOW, THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, on behalf of the New Bern Board of Aldermen and our citizens, do hereby proclaim that the **New Bern Young Marines** are an asset to the New Bern area, and further acknowledge and proclaim the importance of **Red Ribbon Week**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 9th day of October in the Year of Our Lord Two Thousand and Eighteen.



DANA E. OUTLAW, MAYOR

Brenda Blanco

From: Angel Golding-Fort <newbernyoungmarines@gmail.com>
Sent: Sunday, September 30, 2018 4:37 PM
To: Brenda Blanco
Subject: Request: Red Ribbon Week Proclamation

Ms. Blanco,

The New Bern Young Marines would like to request a Red Ribbon Week Proclamation for October 23-31, 2018. Red Ribbon week is an annual campaign to the prevention of alcohol, tobacco, drugs, and violence observed in the United States.

Attached is an old proclamation from 2015 that can be used as a guide. Please let me know if you need anything else.

--

Angel Golding-Fort
Adjutant
New Bern Young Marines

--

Angel Golding-Fort
Adjutant
New Bern Young Marines

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AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation by New Bern Housing Authority on Trent Court Housing

Date of Meeting 10/09/18

Ward # if applicable Ward 1 ☐

Department City Clerk



Person Submitting Item: Brenda Blanco

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

At the request of members of the Governing Board, representatives from the Housing Authority will discuss the current housing needs of Trent Court in the aftermath of Hurricane Florence.

Actions Needed by Board:

None; informational only.

Is item time sensitive? ☒ Yes ☐ No

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

Backup Attached:

None

Cost of Agenda Item:

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

Additional notes:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation by Friends of Kafer Park

Date of Meeting 10/9/18

Ward # If applicable Ward 1



Department City Clerk



Person Submitting Item: Brenda Blanco

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

Friends of Kafer Park will make a presentation about their desire and plans to raise funds to restore Kafer Park to its original state. Doug Amerson will be speaking on behalf of the group.

Actions Needed by Board:

Informational only

Is Item time sensitive? ☐ Yes ☒ No

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

Backup Attached:

Copy of presentation

Cost of Agenda Item:

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

Additional notes:

Friends of Kafer Park with Swiss Bear, Inc.

Friends of Kafer Park partners with Swiss Bear for the
preservation and restoration of Historic Kafer Park

Why Partner with Swiss Bear Inc

- ECABL has no fundraising platform
- ECABL spends sponsorship monies for improving city-owned Kafer Park
- A privately-funded, upgraded Kafer Park would add to the revitalization of downtown, restore a historic site, and provide an improved venue for community events and activities.
- Provide first-class field to host regional and national baseball tournaments.

Chronology of Events

- 2017 East Carolina Amateur Baseball league (ECABL) brings baseball games back to Kafer Park after decades of abandonment
- 2017-2018 ECABL raises \$3,000 from private sponsors
- 2017 ECABL invests in new sod to improve playing surface
- 2018 ECABL invests in new netting for home plate area
- 2018 ECABL invests in new material to upgrade pitcher's mound and home area
- 2018 Friends of Kafer Park partner with Swiss Bear

Why Friends of Kafer Park (FKP)?

- ECABL is a player fee-based organization with fees covering only baseball operations.
- Private contributions received by ECABL were used to improve city property, Kafer Park.
- FKP needs a 501(3)(c) (Swiss Bear) to expand its fundraising potential and provide fiduciary services.
- FKP coordinates and drives vision for completion of an outdoor facility that will serve the local neighborhood and restore the historical significance of this once vibrant property.

Kafer Park History

- 1928 Opened as home of New Bern Bears, member of semi-pro Coastal Plains league
- First Park in NC with lights
- 1937-1952 Pro league players paid from gate receipts
- Bears owned and operated by New Bern Fire Dept.
- 1939 -1948 Every Sunday 2-3k fans
- 1952-1965 Negro League Giants
- 1965-2016 under-utilized abandoned historic park



Kafer Park Today

- 2017 ECABL made investments to return field surface to suitable baseball condition
- 2017 70 games were played
- City Parks and Recreation actively involved making improvements and maintenance of the field surface.

Future Kafer Park

- Seating capacity approx. 3,000
- Modern facilities, bathrooms and concessions
- Upgraded lights
- Restoration of outfield murals
- Modern press box
- 3 new 30-ft flag poles in center field



Plan of Action and Milestones Phase One 2018

- Board of Aldermen approval
- Complete City permitting process
- Feasibility study
- ECABL providing seed money on the assumption of payback
- Continue small capital projects ,fence modifications, netting, lights
- Seek endorsement of NB Historical Society, NB Preservation Society and Tryon African-American Cultural Department ,HDRA

Plan of Action and Milestones Phase II (quiet period)

- Grant research and application
- Identify major gift donors
- Identify minor gift donors
- Sponsor ships from local vendors

Phase III

- Solicit construction bids (estimates)
- Select contractor (time and material or single bid)
- Coordinate with City for a time line

Questions??

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation on plans for Grant funds received for Martin Marietta Park

Date of Meeting

Ward # if applicable Ward 5

If multiple, list:

Department Parks & Recreation

Person Submitting Item:

Call for Public Hearing No

Date of Public Hearing

Explanation of Item:

This presentation will focus on phase 1 of the project and what park amenities will be included. Information will also be discussed on future phases of the park.

Actions Needed by Board:

Is item time sensitive? No

Will there be advocates/opponents at the meeting? Select...

Backup Attached:

Resolution
Memo
Powerpoint Presentation

Cost of Agenda Item:

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : Select...

Additional notes:



MARTIN MARIETTA PARK Phase 1

MARTIN MARIETTA PARK



PART F GRANT - \$475,000

- **AMENITIES**

- Playground
- Boat launch (*canoes/kayaks/johnboats*)
- Fishing Pier / Boat Dock
- Picnic Shelter/Restroom (*30x80*)
- Multi-purpose trail (*8' wide*)
- Nature Observation Deck
- Nature Trail (*6' wide*)
- 2 Parking lots (*gravel/30 cars*)
- Road Improvements
- Site Preparation
- Support Amenities

NEW BERN
NORTH CAROLINA

PHASE 1 AMENITIES



PHASE 1 AMENITIES



CAMA Grant



Future Phases



Phase 2



- Phase 2**
- Amphitheater
 - Swim beach
 - Bike pump course

Amphitheater Area



Swim Beach Area







- Sponsorship/Naming Opportunities
- Board priorities for any phases

Questions or Comments?

NEW BERN
NORTH CAROLINA

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Temporarily Suspend Certain Inspection and Permit-Related Fees

Date of Meeting 10/09/18

Ward # if applicable Multiple Wards ☐

Department Administration ☐

Person Submitting Item: Mark Stephens

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

To assist in recovery efforts, suspension of certain permit and other fees is desired for those who suffered damage from Hurricane Florence. The fees are outlined in the proposed resolution.

Actions Needed by Board:

Consider adopting resolution.

Is item time sensitive? ☒ Yes ☐ No

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

Backup Attached:

Resolution

Cost of Agenda Item:

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

Additional notes:

RESOLUTION

WHEREAS Hurricane Florence caused widespread damage across the City of New Bern on or about September 13, 2018; and

WHEREAS the Board of Aldermen wishes to assist City of New Bern property owners, businesses and residents in their efforts to return to their homes or begin demolition and restoration or reconstruction of structures that suffered damage. To facilitate this desire, specific fees charged under Section 6 of the City of New Bern Schedule of Fees and Charges will be waived for those affected by Hurricane Florence.

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

1. That the following fees identified in Section 6 of the City of New Bern Schedule of Fees and Charges will be waived for property owners, businesses and residents affected by Hurricane Florence until further notice:

- All permit fees associated with building, plumbing, mechanical, gas piping, electrical and demolition; and
- Historic Preservation ("HPC") Certificate of Appropriateness fees associated with minor and major works.

2. At his discretion, the City Manager is hereby authorized to direct the Director of Development Services to resume the suspended fees.

ADOPTED this 9th day of October, 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Aldermen

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



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

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

From: Kristen W. Culler, Assistant City Manager *KW Culler* 8/15/18
To: New Bern Board of Aldermen

Subj: Resignation from Allies for Cherry Point's Tomorrow Board of Directors

I hereby resign as the New Bern Board of Aldermen's appointee on the subject board as of August 31, 2018.