

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
JUNE 09, 2020 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

This meeting will be conducted consistent with the social distancing requirements and guidelines as recommended by the NC Department of Health and Human Services.

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderwoman Harris. 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 on the Rezoning of 1001 and 1003 S. Glenburnie Road.
5. Consider Adopting a Resolution to Call for a Public Hearing on the Rezoning of 4416 S. US 17 Hwy.
6. Approve Minutes.

7. Presentation of Comprehensive Annual Finance Report and Audit for Fiscal Year Ending June 30, 2019.
8. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 203 Riverside Drive.
9. Conduct a Public Hearing on the Rezoning of 2409 Oaks Road; and
 - a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
 - b) Consider Adopting an Ordinance Rezoning 2409 Oaks Road.
10. Conduct a Public Hearing and Consider Adopting a Resolution Approving the Pamlico Sound Regional Hazard Mitigation Plan.
11. Consider Adopting a Resolution Approving the Classification Pay Plan for Fiscal Year 2020-21.
12. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.
13. Consider Adopting the Budget Ordinance for Fiscal Year 2020-21.
14. Consider Adopting a Resolution Establishing Repayment Terms for Non-Residential Electric Customers for the Period of March 16, 2020 through May 31, 2020.

15. Consider Adopting a Resolution Approving a Lease with Craven Community College for 106 and 114-120 Rhem Street.
16. Consider Adopting a Resolution Approving a Special Warranty Deed Conveying a Portion of 703 Carolina Avenue to the Housing Authority of the City of New Bern.
17. Consider Adopting a Resolution Approving the NC Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2020.
18. Consider Adopting a Resolution to Request an Amendment to the Historic District Guidelines.
19. Consider Adopting a Budget Ordinance Amendment for FY2019-20 General Fund and Grants Fund Budget.
20. Discuss Widening of Racetrack Road and Consider Adopting an Ordinance to Amend the Roadway Improvements Project Fund.
21. Consider Adopting an Amendment to the Budget Ordinance for the Drainage Improvements Project Fund.
22. Consider Adopting a Resolution Approving a Contract for Phase I of the Duffyfield Wetlands Project.
23. Consider Adopting a Resolution Approving the Partial Release of an Easement with Weyerhaeuser NR Company.
24. Consider Adopting a Resolution Authorizing the Submission of a Grant Application for the Federal Clean Water Act Amendments of 1987 and the NC Water Infrastructure Act of 2005.
25. Consider Adopting a Resolution Authorizing the Submission of a Grant Application for the National Fish and Wildlife Foundation's 2020 National Coastal Resilience Fund.
26. Appointment(s).
27. Attorney's Report.
28. City Manager's Report.
29. New Business.
30. Closed Session.
31. Adjourn.



NEW BERN
CITY OF NEW BERN

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

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
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager *ms 6/5/20*

Date: June 5, 2020

Re: June 9, 2020 Agenda Explanations

1. **Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderwoman Harris. 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 on the Rezoning of 1001 and 1003 S. Glenburnie Road.**

(Ward 5) John Delk has requested to rezone 1.28 +/- acres located at 1001 and 1003 South Glenburnie Road from R-6 Residential District to C-3 Commercial District. The Planning and Zoning Board heard this petition at their June 2, 2020 meeting and unanimously approved the request. It is requested a public hearing be scheduled for June 23, 2020. A memo from Jeff Ruggieri, Director of Development Services, is attached.

5. **Consider Adopting a Resolution to Call for a Public Hearing on the Rezoning of 4416 S. US 17 Hwy.**

(Ward 6) Corey Thomas has requested to rezone a 0.46 +/- parcel located at 4416 South US 17 Hwy. from R-10 Residential District to C-3 Commercial District. The Planning and Zoning Board heard this petition at their June 2, 2020 meeting and unanimously approved the request. It is requested a public hearing be scheduled for June 23, 2020. A memo from Mr. Ruggieri is attached.

6. Approve Minutes.

Draft minutes from the May 26, 2020 meeting are provided for review and approval.

7. Presentation of Comprehensive Annual Finance Report and Audit for Fiscal Year Ending June 30, 2019.

Copies of the Comprehensive Annual Finance Report (“CAFR”) and Auditor’s Discussion and Analysis were previously distributed to the Board. A representative from Thompson, Price, Scott, Adams and Company, P.A., the firm that performed the City’s audit, will be present to discuss the findings of the June 30, 2019 CAFR and audit.

8. Conduct a Public Hearing and Consider Adopting an Ordinance to Annex 203 Riverside Drive.

(Ward 1) Robert A. Yulick petitioned the City to annex his property located at 203 Riverside Drive, which is a 0.4-acre vacant lot located in Number 2 Township in the Sandy Point/Bridgeton area. This public hearing was originally noticed for April 14, 2020 and has been continued twice due to the restrictions imposed by the Governor’s Executive Order relative to the COVID-19 pandemic. A memo from Mr. Ruggieri is attached.

**9. Conduct a Public Hearing on the Rezoning of 2409 Oaks Road; and
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance Rezoning 2409 Oaks Road.**

Nasr Algaradi requested to rezone a 0.25-acre parcel located at 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District. A previous request to rezone this property to C-3 Commercial District was denied by the Board of Alderman due to the perceived impacts a vape/tobacco shop would have on the surrounding neighborhood. Mr. Algaradi has since amended his plans to utilize the property as a convenience store. He is, therefore, seeking to have the property rezoned as C-4 Neighborhood Business District. The Planning and Zoning Board unanimously approved this request at its March 3, 2020 meeting. This public hearing was originally noticed for April 14, 2020 and has been continued twice due to the restrictions imposed by the Governor’s Executive Order relative to the COVID-19 pandemic. A memo from Mr. Ruggieri is attached.

10. Conduct a Public Hearing and Consider Adopting a Resolution Approving the Pamlico Sound Regional Hazard Mitigation Plan.

To remain eligible to receive state and federal assistance in the event of a declared disaster, the City will need to adopt the Pamlico Sound Regional Hazard Mitigation Plan. Prior to adoption, a public hearing must be held. A copy of the plan is not included in this package because of its volume (653 pages), but it can be viewed online by clicking this link:

<http://www.pamlicohmp.com/assets/pdf/documents/Pamlico%20Regional%20HMP%20FEMA%20Review%20Draft.pdf>. A memo from Amanda Ohlensehlen, Community & Economic Development Manager, is attached.

11. Consider Adopting a Resolution Approving the Classification Pay Plan for Fiscal Year 2020-21.

Annually, the Board adopts a Classification Pay Plan. In the past, the pay plan was adopted as part of the annual budget ordinance. At the recommendation of the City Attorney, for the last two years the plan has been adopted in the format of a resolution and separate from the budget ordinance. A memo from Sonya Hayes, Director of Human Resources, is attached.

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

As part of the budget process, the Board annually adopts an Amended Schedule of Fees and Charges to, in part, identify in one place all the fees charged by the City. The fees identified in the schedule are included in the revenue projections for Fiscal Year 2020-21 and will be effective July 1, 2020. A memo from Mary Hogan, Director of Finance, is attached. A redlined version of the schedule is also provided to easily identify the changes.

13. Consider Adopting the Budget Ordinance for Fiscal Year 2020-21.

The City Manager presented the proposed budget to the Board on May 12, 2020, and a public hearing was held on May 26, 2020. The budget ordinance for FY2020-21 reflects no changes from the proposed budget.

14. Consider Adopting a Resolution Establishing Repayment Terms for Non-Residential Electric Customers for the Period of March 16, 2020 through May 31, 2020.

Governor Cooper issued Executive Order 124 suspending utility disconnects for nonpayment and specifying the administration of late fees and payment plans for residential customers from March 31, 2020 to May 31, 2020. He has since extended that time through July 29, 2020 via the issuance of Executive Order 142.

As discussed at the last meeting, the Board desires to offer some assistance to non-residential customers affected by the pandemic. The proposed resolution will establish a three-month repayment period for non-residential utility customers with past-due balances between March 31, 2020 and May 31, 2020. A memo from Charles Bauschard, Director of Public Utilities, is attached.

15. Consider Adopting a Resolution Approving a Lease with Craven Community College for 106 and 114-120 Rhem Street.

(Ward 3) Craven Community College has requested to lease the old city garage facility located at 114-120 Rhem Street. This will be an expansion to the VOLT Center campus, and the garage will be used as a diesel mechanic and heavy equipment operator training center. The proposed lease is for a period of 10 years with a one-time lease payment of \$175,000 at the execution of the lease and \$1.00 a year for subsequent years. The initial lease payment will be utilized to improve and upgrade the facility as detailed on Exhibit B of the lease. A memo from Matt Montanye, Director of Public Works, is attached.

16. Consider Adopting a Resolution Approving a Special Warranty Deed Conveying a Portion of 703 Carolina Avenue to the Housing Authority of the City of New Bern, NC.

(Ward 2) The Board previously adopted a resolution approving an agreement with the Housing Authority of the City of New Bern for the purchase of a portion of property located at 703 Carolina Avenue. That agreement was subsequently amended to extend the closing date from February 1, 2020 to June 1, 2020 and allow for an additional extension of three months upon payment of \$10,000 that would be applied toward the purchase price. The Housing Authority has exercised its right to extend the closing date to the latest option of September 1, 2020 and has remitted the required payment of \$10,000. The Authority has indicated it anticipates closing later in June, and executing the Deed now will mean the document will be ready when a closing date is set. A memo from Scott Davis, City Attorney, is attached.

17. Consider Adopting a Resolution Approving the NC Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2020.

The NC Statewide Emergency Management Mutual Aid and Assistance Agreement has recently been revised, and the City needs to approve and execute the 2020 revision. The previous version approved by the City was in 2017. The 2020 updates expand on the definition of emergency and add language about contracting with third parties. Approving this agreement helps to speed up the process for local governments when applying for FEMA reimbursement after a declared disaster. A transmittal memo from Stanley Kite, the County Emergency Services Director, is enclosed with additional information.

18. Consider Adopting a Resolution to Request an Amendment to the Historic District Guidelines.

Pursuant to Section 15-397(a) of the Code of Ordinances, the Board is asked to consider adopting a resolution to request that the Historic Preservation Commission and the Planning and Zoning Board review and recommend an amendment to the Historic District Guidelines to allow the use of precast concrete products in the construction of piers, docks and marinas as part of the City's comprehensive flood resilience program. A memo from Mr. Ruggieri is attached.

19. Consider Adopting a Budget Ordinance Amendment for FY2019-20 General Fund and Grants Fund Budget.

This budget ordinance amendment will transfer funds of \$175,000 to the Drainage Improvements Project Fund for the Duffyfield Wetlands Project. It also recognizes a Hazard Mitigation Grant Program award of \$191,472 from the NC Division of Emergency Management for the acquisition of three residential structures that are in a special flood hazard area. A memo from Mrs. Hogan is attached.

20. Discuss Widening of Racetrack Road and Consider Adopting an Ordinance to Amend the Roadway Improvements Project Fund.

(Ward 4) At a recent meeting, Alderman Kinsey expressed concern about the ability of school buses to meet along Racetrack Road. He suggested there may be a need to widen the road, similar to the need that was identified on Airport Road. Staff has estimated the initial design phase for such a project would be \$150,000, and the initial construction costs are estimated at \$2,500,000. After discussing the need and estimated costs, the Board is asked to consider an amendment to the Roadway Improvements Project in the amount of \$2,650,000 to fund the widening of Racetrack Road. A memo from Mrs. Hogan is attached.

21. Consider Adopting an Amendment to the Budget Ordinance for the Drainage Improvements Project Fund.

(Wards 1 & 5) The Duffyfield Wetlands Project Fund is partially funded with grant funds of \$348,102 from the CDBG program and existing drainage improvement project funds of \$347,449. It is estimated the total cost of the project will be \$870,551, which includes professional services. The project fund needs to be increased by \$175,000 to cover the full cost of the project. A memo from Ms. Hogan is attached.

22. Consider Adopting a Resolution Approving a Contract for Phase I of the Duffyfield Wetlands Project.

(Wards 1 & 5) The Duffyfield Wetlands Project will consist of expanding the existing stormwater pond on Biddle Street and increasing the size of the discharge pumps. It will also increase the size of the casing underneath the railroad tracks and include a standby generator. Bids for the project have been received. Jones and Smith Contracting submitted the lowest bid at \$789,920. It is requested the Board adopt a resolution authorizing the City Manager to execute a contract with Jones and Smith, including all change orders within the contract amount, for Phase I of the Duffyfield Wetlands Project. A memo from Mr. Montanye is attached.

23. Consider Adopting a Resolution Approving the Partial Release of an Easement with Weyerhaeuser NR Company.

(Ward 4) In 2007, Weyerhaeuser granted the City various easements over their properties to the west of New Bern to allow access to the City's new water supply

wells. Since that time, access to the well sites has been improved, and many of the sites can now be accessed via paved roads. Thus, Weyerhaeuser has requested a partial release of the 2007 easement to unencumber a portion of the West New Bern Development. The City Engineer has reviewed the request and determined the release will not affect the City's current operations nor impede future operations planned at that site. A memo from Jordan Hughes, City Engineer, is attached.

24. Consider Adopting a Resolution Authorizing the Submission of a Grant Application for the Federal Clean Water Act Amendments of 1987 and the NC Water Infrastructure Act of 2005.

The Federal Clean Water Act Amendments of 1987 and NC Water Infrastructure Act of 2005 have authorized the making of loans and grants to aid eligible government units in financing the construction costs of wastewater and stormwater treatment systems. Staff is working with Withers Ravenel, the engineering firm assisting with the Duffyfield Stormwater Enhancement Project, to prepare an application for submission. The total amount requested for that project is \$885,000. Award announcements are anticipated in July 2020. If the City is awarded a loan or grant, it is not committed to accept the funds. If it does accept funds, it can decide at that time whether to accept the award in whole or part. A memo from Mrs. Ohlensehlen is attached.

25. Consider Adopting a Resolution Authorizing the Submission of a Grant Application for the National Fish and Wildlife Foundation's 2020 National Coastal Resilience Fund.

The City has been invited to submit a grant application through the National Fish and Wildlife Foundation 2020 National Coastal Resilience Fund. If awarded, the grant would be used to support planning for future implementation of nature-based solutions to meet the City's restoration and community resilience goals. The grant amount requested is \$150,000, and an equal match of \$150,000 would be required. Staff will seek additional grants to cover the match or use previous awards, if possible. A memo from Mrs. Ohlensehlen is attached.

26. Appointment(s).

- a) Ethel Staten has resigned from her seat on the New Bern-Craven County Library Board effective March 29, 2020. The Board is asked to make an appointment to fill the remainder of Ms. Staten's term, which expires on December 1, 2020.
- b) Raymond Layton's term on the Planning and Zoning Board will expire June 30, 2020. This is Mr. Layton's first full term, so he is eligible for and interested in reappointment. Alderman Kinsey is asked to consider the reappointment or to make a new appointment.
- c) Pat Dougherty's term on the Planning and Zoning Board will expire June 30, 2020. He is eligible for and interested in reappointment. Alderman Odham is asked to consider the reappointment or to make a new appointment.

27. **Attorney's Report.**
28. **City Manager's Report.**
29. **New Business.**
30. **Closed Session.**
31. **Adjourn.**

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 1001 and 1003 South Glenburnie Road from R-6 to C-3.

Date of Meeting: 06/09/2020	Ward # if applicable: Ward 5
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Dir. of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/23/2020

Explanation of Item:	Property owner John Delk has requested to rezone 1.28+/- acres from R-6 Residential District to C-3 Commercial District.
Actions Needed by Board:	Consider Adopting a Resolution Calling for a Public Hearing on June 23, 2020.
Backup Attached:	Memo, Resolution, Map

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

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

Additional Notes:



NEW BERN

NORTH CAROLINA
303 First Street, P.O. Box 1129
New Bern, NC 28563
(252)639-7587

MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: May 28, 2020

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on June 23, 2020 for the Rezoning of 1001 and 1003 South Glenburnie Road from R-6 to C-3.

Property owner John Delk has requested consideration of an application to rezone 1.28+/- acres from R-6 Residential district to C-3 Commercial district. The parcel is located at 1001 and 1003 South Glenburnie Road and is further identified as Craven County Parcel ID # 8-242-054.

The Planning and Zoning Board will hear this petition at their June 2, 2020 meeting.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to rezone one parcel, totaling 1.28+/- acres located at 1001 and 1003 South Glenburnie Road from R-6 Residential District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-242-054.

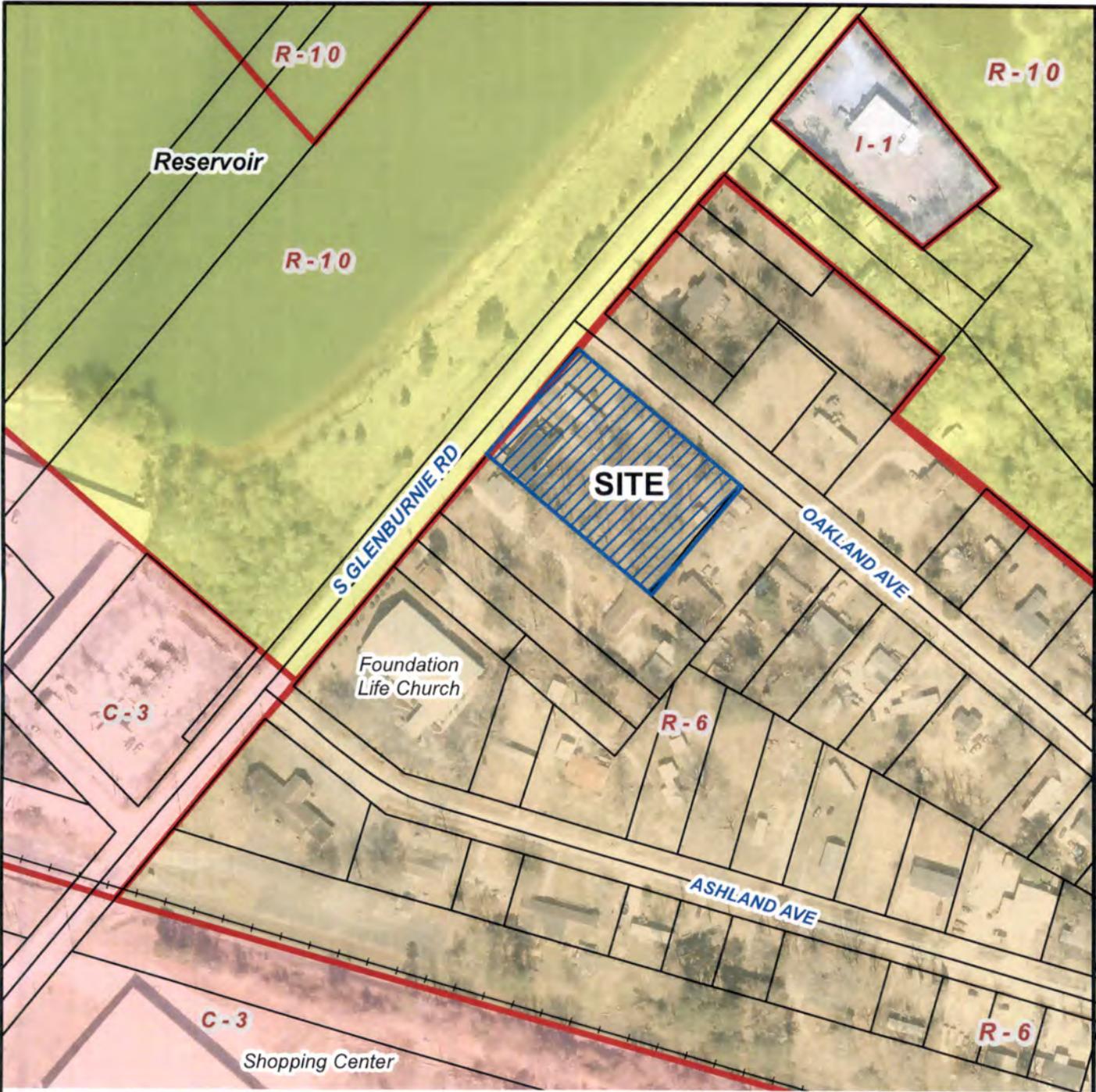
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, June 23, 2020 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to rezone one parcel, totaling 1.28+/- acres located at 1001 and 1003 South Glenburnie Road from R-6 Residential District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-242-054.

ADOPTED THIS THE 9th DAY OF JUNE 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 1001 S. Glenburnie Rd - Approx. 1.28+- Acres: PID: 8-242 -054

LOCATION: East side of S Glenburnie Rd, south side of Oakland Ave, north of Neuse Blvd.



Existing Zone: R-6
Proposed Zone: C-3



Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services



Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 4416 South US 17 Highway from R-10 to C-3.

Date of Meeting: 06/09/2020	Ward # if applicable: Ward 6
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 6/23/2020

Explanation of Item:	Property owner Corey Thomas has requested to rezone 0.46+/- acres from R-10 Residential District to C-3 Commercial District.
Actions Needed by Board:	Consider Adopting a Resolution Calling for a Public Hearing on June 23, 2020.
Backup Attached:	Memo, Resolution, Map

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

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

Additional Notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: May 28, 2020

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on June 23, 2020 for the Rezoning of 4416 South US 17 Highway from R-10 to C-3.

Property owner Corey Thomas has requested consideration of an application to rezone 0.46+/- acres from R-10 Residential district to C-3 Commercial district. The parcel is located at 4416 South US 17 Highway and is further identified as Craven County Parcel ID # 8-206-028.

The Planning and Zoning Board will hear this petition at their June 2, 2020 meeting.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS, the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on a request to rezone one parcel, totaling 0.46+/- acres located at 4416 South US 17 Highway from R-10 Residential District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-206-028.

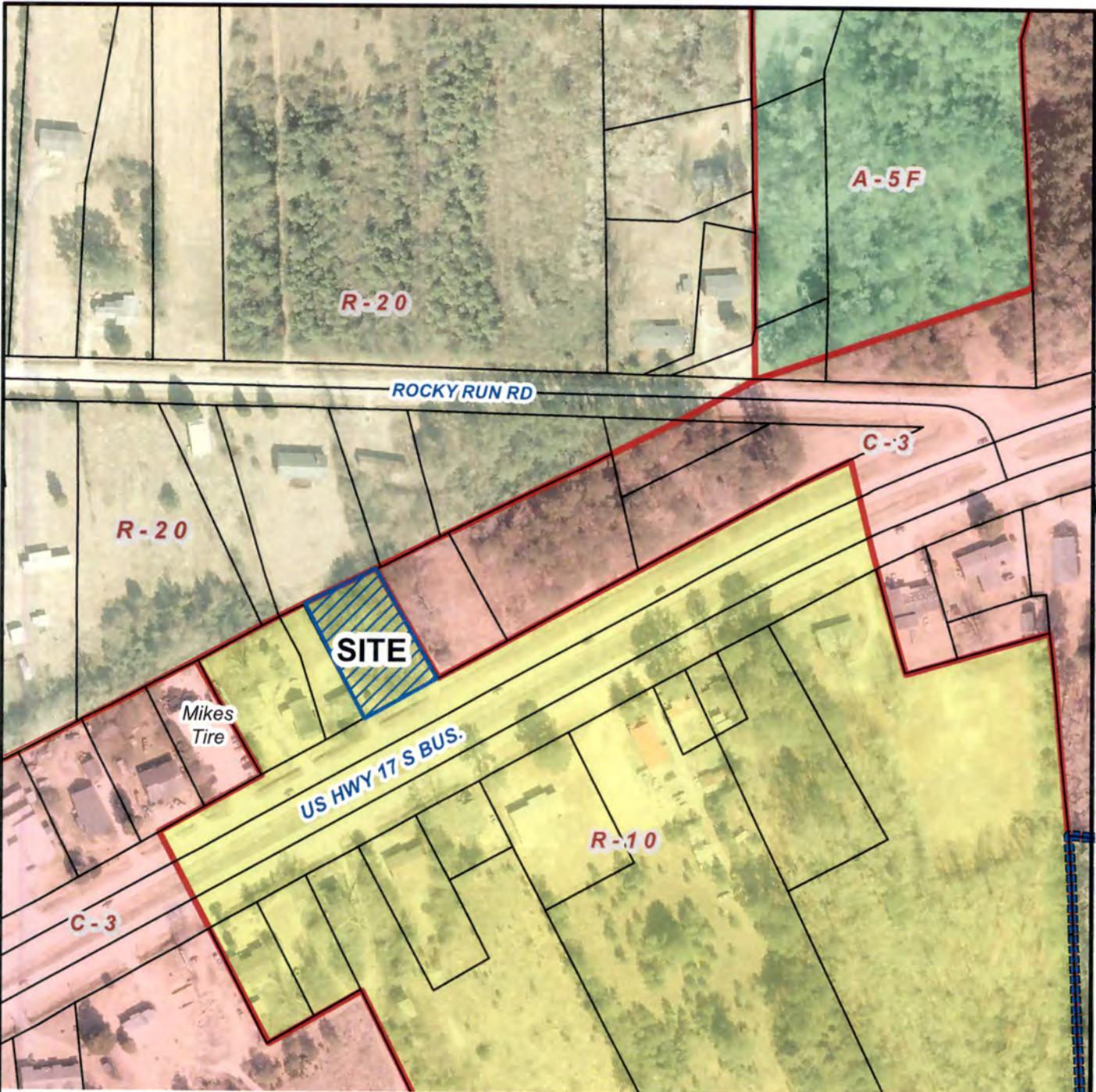
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, June 23, 2020 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to rezone one parcel, totaling 0.46+/- acres located at 4416 South US 17 Highway from R-10 Residential District to C-3 Commercial District. The property is further identified as Craven County Parcel Identification Number 8-206-028.

ADOPTED THIS THE 9th DAY OF JUNE 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 4416 US Hwy. 17 S. - Approx. 0.46+- Acres: PID: 8-206 -028

LOCATION: North side of US Hwy 17 S Bus., west of Rocky Run Rd.



Existing Zone: R-10
Proposed Zone: C-3



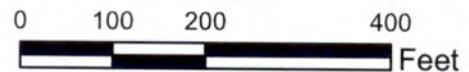
Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services



Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation of the Comprehensive Annual Financial Report and Audit for the Fiscal Year Ending June 30, 2019.

Date of Meeting: 6/9/2020	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	A representative from Thompson, Price, Scott, Adams and Company, P.A. will discuss the CAFR and the Audit Results for the fiscal year ending June 30, 2019.
Actions Needed by Board:	None – Informational Purpose Only
Backup Attached:	An electronic version of the Comprehensive Annual Financial Report and the presentation from the Auditor.

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

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

Additional Notes:



NEW BERN

CITY OF NEW BERN

Presentation of Audit Results

Fiscal Year Ended

June 30, 2019



CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Alan W. Thompson, CPA
1626 S Madison Street
PO Box 398
Whiteville, NC 28472
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CITY OF NEW BERN

Presentation Agenda

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V. CLOSE	



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

April 21, 2020

To the City of New Bern
New Bern, North Carolina

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of New Bern for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and Uniform Guidance (if applicable), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 3, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of New Bern are described in Note 1 to the financial statements. As described in the Notes to the Financial Statements, the City adopted Statement of Governmental Accounting Standards (GASB) No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other than Pension" in the fiscal year ended June 30, 2019. Accordingly, the cumulative effect of the accounting change as of the beginning year is reported in the governmental and business-type activities. We noted no transactions entered into by the City of New Bern during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no significant estimate(s) or assumptions noted during the audit.

Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. There are no such disclosures identified.

The financial statement disclosures are neutral, consistent, and clear.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Some of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 21, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Auditing Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of New Bern's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

- Efforts need to be made to ensure revenues are collected for projects with negative fund balances, otherwise transfers need to be budgeted and recorded to clear them up.
- Records need to be reviewed and reconciled timely.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to

determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the City Commissioners and management of the City of New Bern and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Thompson, Price, Scott, Adams & Co., P.A.

Thompson, Price, Scott, Adams & Co, P.A.

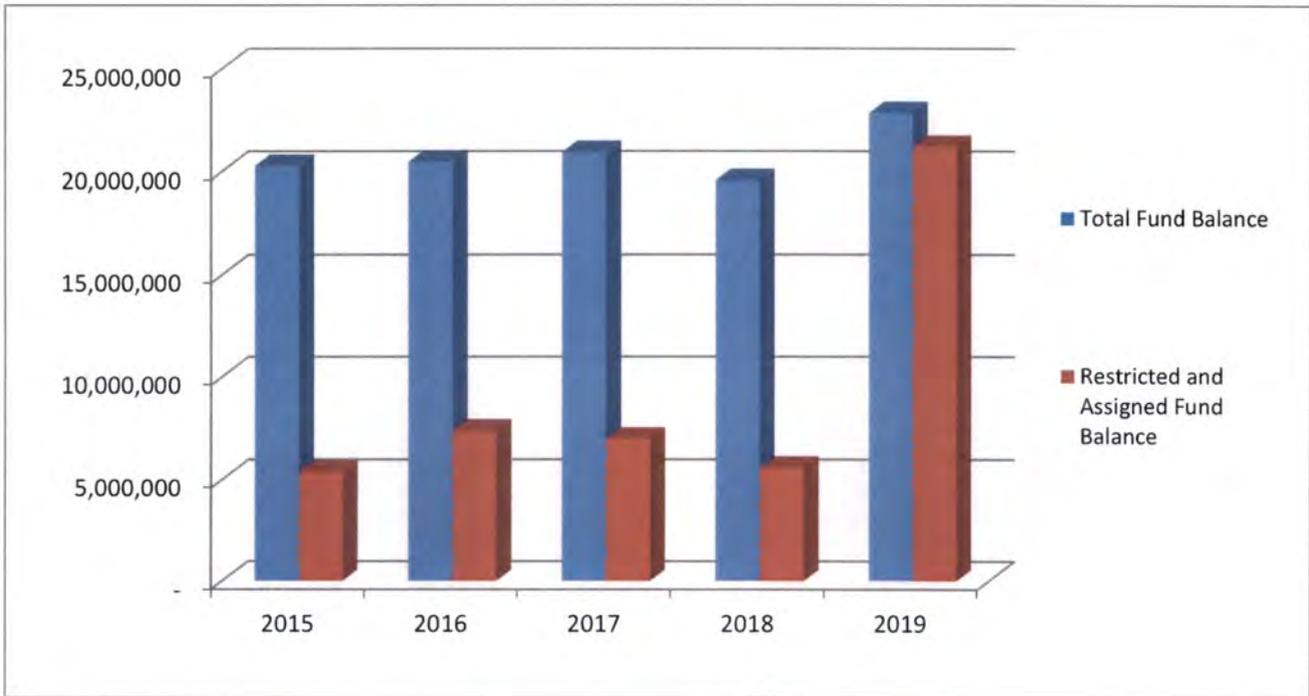
CITY OF NEW BERN

FINANCIAL INFORMATION FOR 5 YEARS

	2019	2018	2017	2016	2015
Total Fund Balance - General Fund	22,829,395	19,571,904	20,920,711	20,453,397	20,265,180
Unavailable Fund Balance (Reserve for State Statute, Prepaid)	19,111,754	5,335,023	6,035,324	5,476,967	4,988,977
Restricted and Assigned Fund Balance	21,187,228	5,574,926	6,978,767	7,370,614	5,373,068
General Fund Expenditures (including transfers out)	29,679,621	36,043,235	33,591,132	35,800,686	30,316,939
Fund Balance Available as % of General Fund Expenditures	12.53%	39.50%	44.31%	41.83%	50.39%
Unassigned Fund Balance (Previously Unreserved and Undesignated Fund Balance)	1,539,023	13,864,240	13,816,378	12,976,430	14,753,694
Unassigned Fund Balance as % of General Fund Expenditures	5.19%	38.47%	41.13%	36.25%	48.66%
Unassigned Fund Balance as % of General Fund Expenditures excluding FEMA Florence Fund Balance	46.29%	0.00%	0.00%	0.00%	0.00%
Revenues over (under) expenditures before contributions and transfers					
General Fund	(57,759)	(3,235,259)	(2,341,169)	(5,252,151)	86,729
Electric Fund	3,000,966	7,622,536	4,079,878	5,653,243	4,559,303
Water Fund	2,220,635	1,910,085	1,772,949	2,317,725	2,376,022
Sewer Fund	1,077,029	1,351,541	1,930,683	2,603,409	1,903,646
Cash vs. Accumulated Depreciation - Electric Fund					
Total Fixed Assets	82,610,860	80,134,478	76,589,236	72,801,219	67,590,595
Accumulated Depreciation	46,508,429	44,239,876	42,149,931	40,111,353	38,082,054
Cash	21,404,728	22,002,070	20,092,796	22,699,584	16,796,101
Cash vs. Accumulated Depreciation - Water Fund					
Total Fixed Assets	69,005,222	67,926,267	65,237,452	63,740,748	61,398,042
Accumulated Depreciation	20,035,709	18,538,965	16,975,427	15,438,035	13,944,279
Cash	10,723,980	10,199,145	12,213,259	12,359,325	10,924,570
Cash vs. Accumulated Depreciation - Sewer Fund					
Total Fixed Assets	100,505,060	97,644,647	95,540,465	94,577,216	94,268,731
Accumulated Depreciation	35,294,940	33,401,544	31,447,376	29,674,714	27,791,832
Cash	6,515,829	6,953,471	7,984,092	7,471,280	6,000,505
Cash vs. Fund Balance					
Cash - General	6,876,690	17,315,194	19,468,608	18,941,255	17,984,065
Cash - Electric Fund	21,404,728	22,002,070	20,092,796	22,699,584	16,796,101
Cash - Water Fund	10,723,980	10,199,145	12,213,259	12,359,325	10,924,570
Cash - Sewer Fund	6,515,829	6,953,471	7,984,092	7,471,280	6,000,505
Cash - FEMA Hurricane Florence	-	-	-	-	-
Cash - Other Governmental	3,049,259	4,192,732	1,066,177	582,644	606,410
Fund Balance - General	22,829,395	19,571,904	20,920,711	20,453,397	20,265,180
Net Position - Electric Fund	50,597,196	49,564,830	43,329,264	41,901,413	39,015,646
Net Position - Water Fund	38,099,223	35,456,141	32,887,706	31,114,757	28,795,972
Net Position - Sewer Fund	63,444,023	60,541,989	58,664,921	55,836,893	53,233,484
Fund Balance - FEMA Hurricane Florence	(12,200,606)	-	-	-	-
Fund Balance - Other Governmental Funds	1,040,575	3,662,596	898,457	(318,528)	453,838
Property Tax Rates	0.46	0.46	0.46	0.41	0.41
Collection Percentages	99.34%	99.39%	99.32%	99.27%	98.59%
Collection Percentages (excluding Motor Vehicle)	99.28%	99.33%	99.26%	99.21%	98.83%
Total Property Valuation	2,895,026,457	2,847,142,818	3,004,360,060	3,044,885,229	3,277,325,574
Total Levy Amount	14,582,070	14,275,238	13,834,876	13,600,271	13,488,271
Debt (excluding OPEB, compensated absences, LGRS)					
Governmental Activities	10,249,000	8,627,381	8,038,626	7,926,663	12,948,539
Business-Type Activities	40,874,790	46,515,202	53,217,102	60,165,869	57,100,474

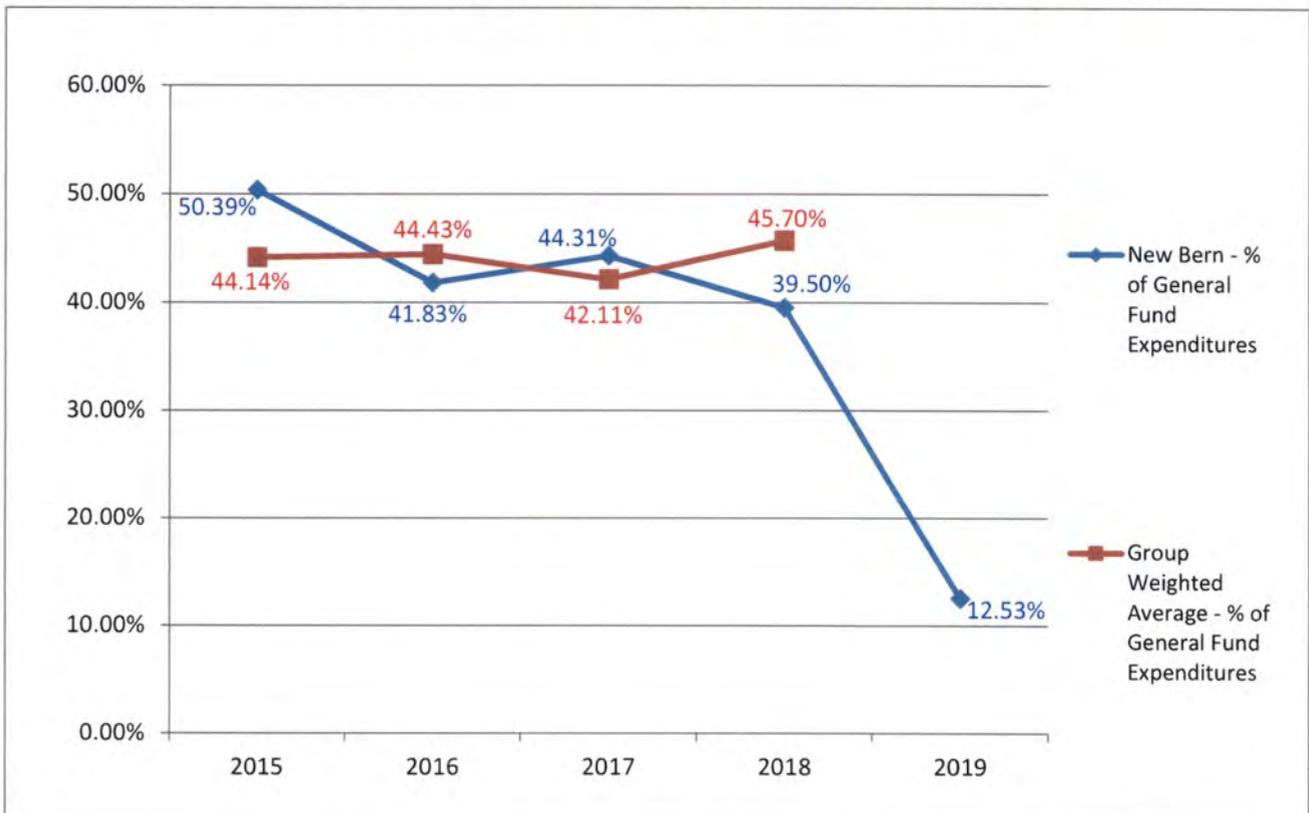
Breakdown of General Fund Revenues						
Ad Valorem Taxes	14,928,512	14,600,912	14,178,823	13,843,554	13,776,239	
Other Taxes, License & Permits	558,380	661,904	461,845	614,305	312,122	
Intergovernment Revenue	12,443,181	11,810,293	11,726,371	11,100,054	10,729,664	
Sales and Services	670,742	377,582	3,651,771	4,046,716	4,610,076	
Investment Earnings	593,409	472,720	186,090	91,291	11,583	
Miscellaneous	413,715	313,421	274,298	175,875	301,688	
Total	29,607,939	28,236,832	30,479,198	29,871,795	29,741,372	
Breakdown of General Fund Expenditures						
General Government	1,010,449	2,224,047	1,617,153	1,740,252	715,339	
Public Safety	17,158,185	16,460,158	16,085,886	15,597,146	16,155,308	
Public Works	4,811,427	9,464,211	6,567,295	6,161,541	5,404,847	
Environmental Protection	-	-	2,047,287	2,035,216	1,805,268	
Cultural & Recreational	3,014,102	2,997,455	2,750,311	2,847,316	2,510,586	
Economic & Physical Development	1,527,204	1,565,906	2,020,726	1,465,773	1,369,159	
Debt Service	2,144,331	2,153,314	1,731,709	5,277,702	2,120,404	
Total	29,665,698	34,865,091	32,820,367	35,124,946	30,080,911	

City of New Bern Analysis of Fund Balance

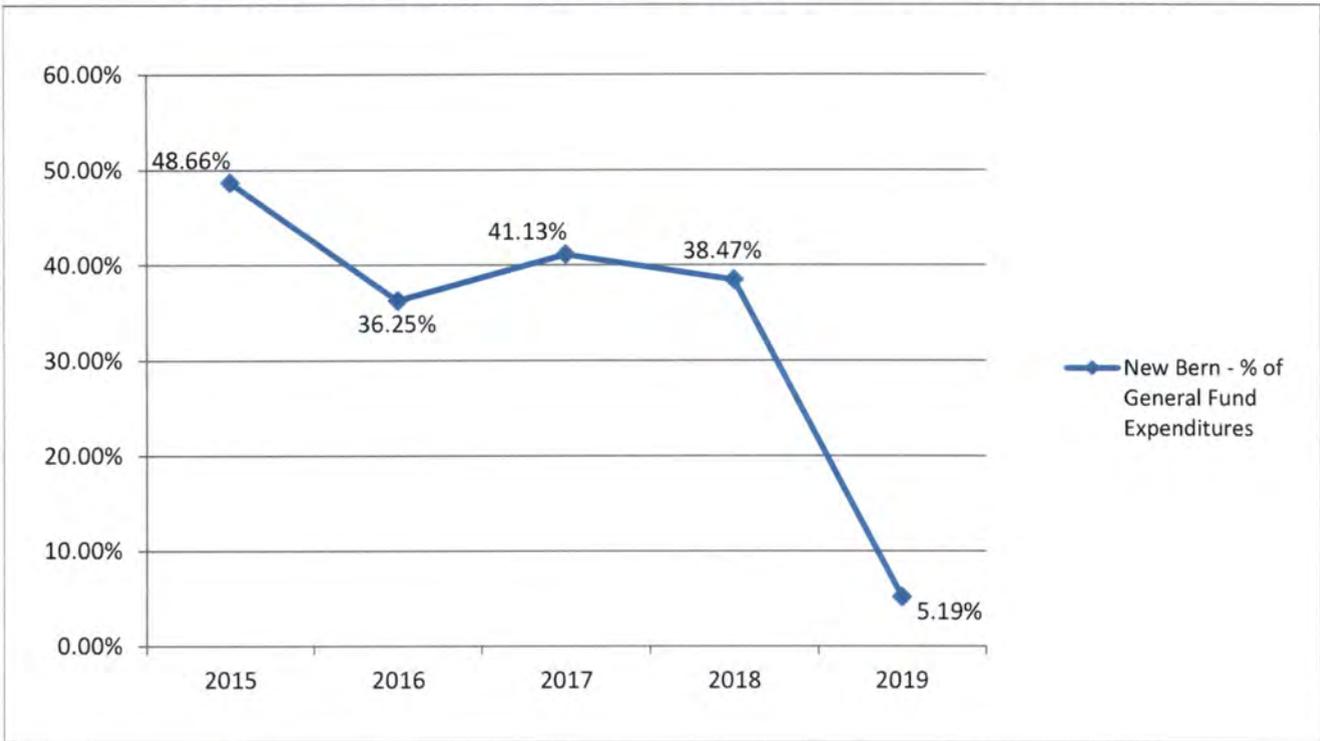


City of New Bern Analysis of Fund Balance Available

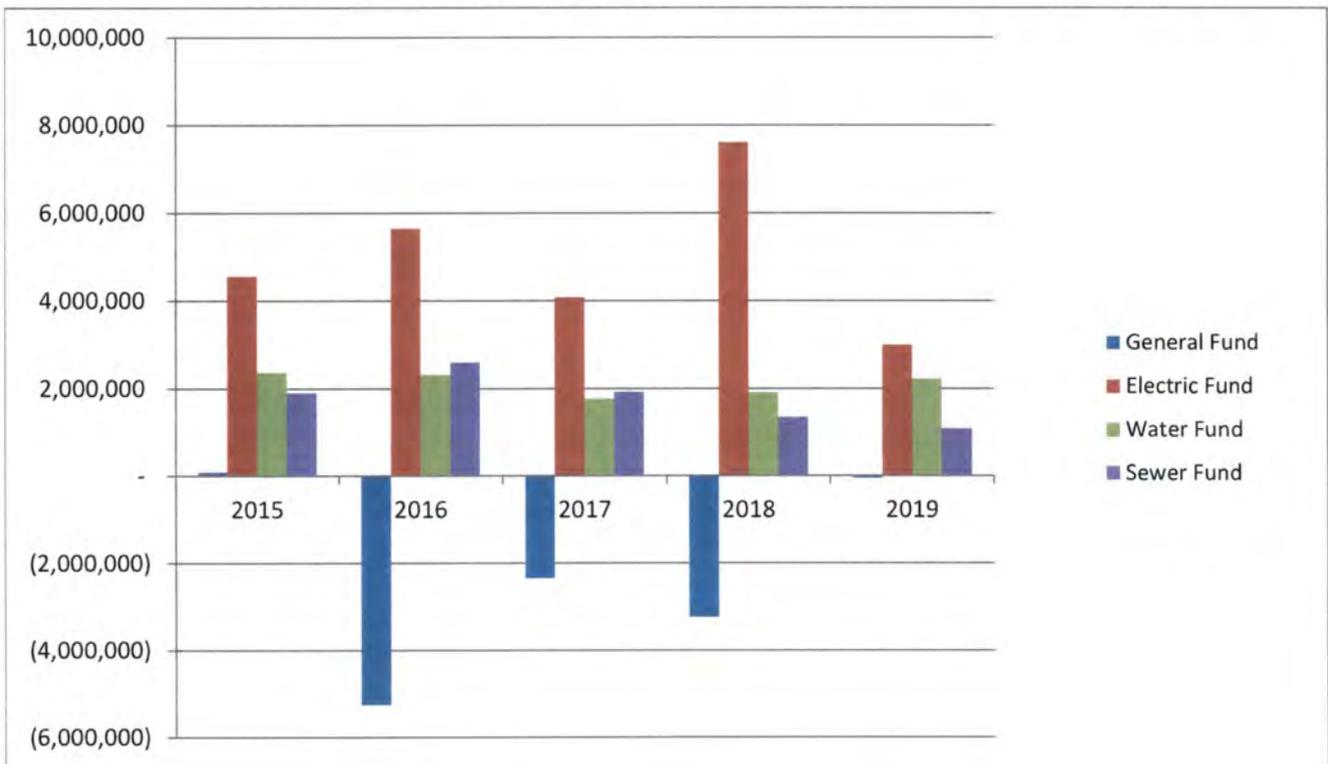
(Note - 2019 Group Weighted Average Not Available at Date of Presentation)



City of New Bern Analysis of Unassigned Fund Balance as a % of General Fund Expenditures

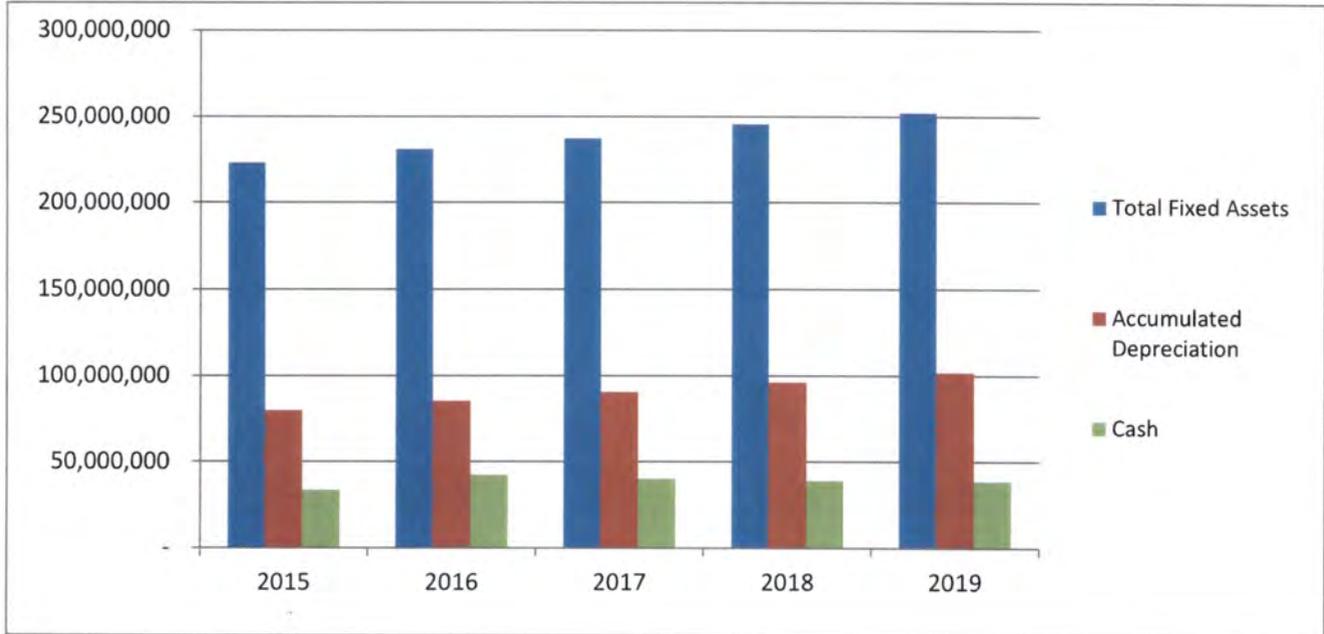


City of New Bern Analysis of Revenues Over (Under) Expenditures before Transfers and Contributions



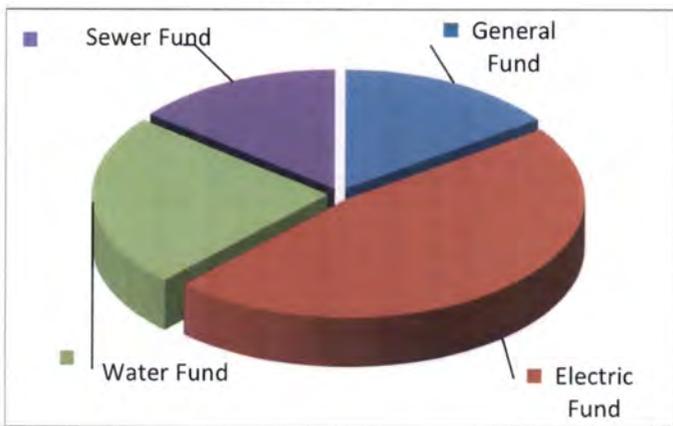
City of New Bern
Cash vs. Accumulated Depreciation
(Funded Depreciation)

Electric, Water & Sewer Funds

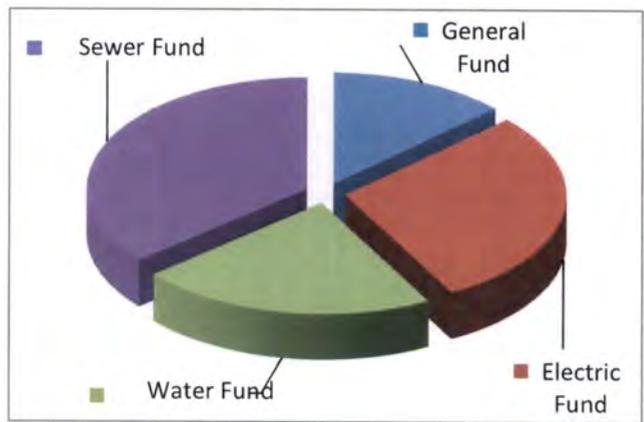


City of New Bern
Analysis of Cash and Fund Balances
at June 30, 2019

CASH BALANCES



FUND BALANCES



General Fund
 Electric Fund
 Water and Sewer Fund
 Total

2019		
	<u>Cash Balances</u>	<u>Fund Balances</u>
	\$ 6,876,690	\$ 22,829,395
	21,404,728	50,597,196
	10,723,980	38,099,223
	<u>\$ 39,005,398</u>	<u>\$ 111,525,814</u>

City of New Bern

Property Tax Rates

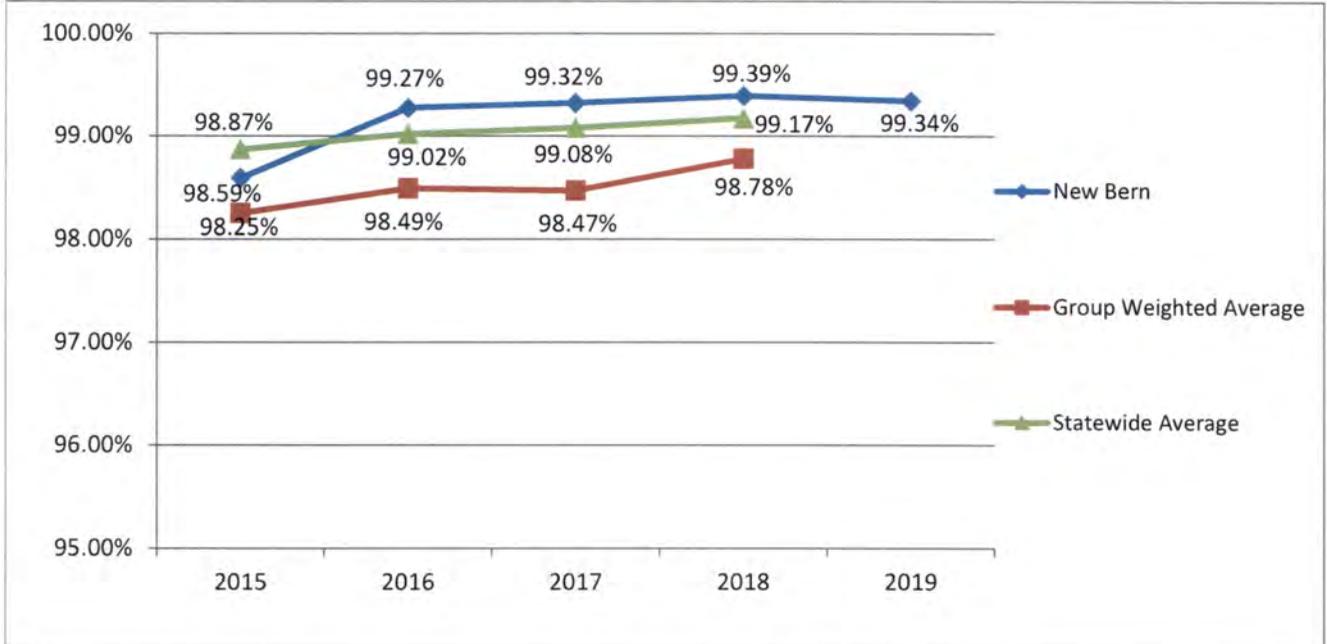
(Note - 2019 Group Weighted Average Not Available at Date of Presentation)



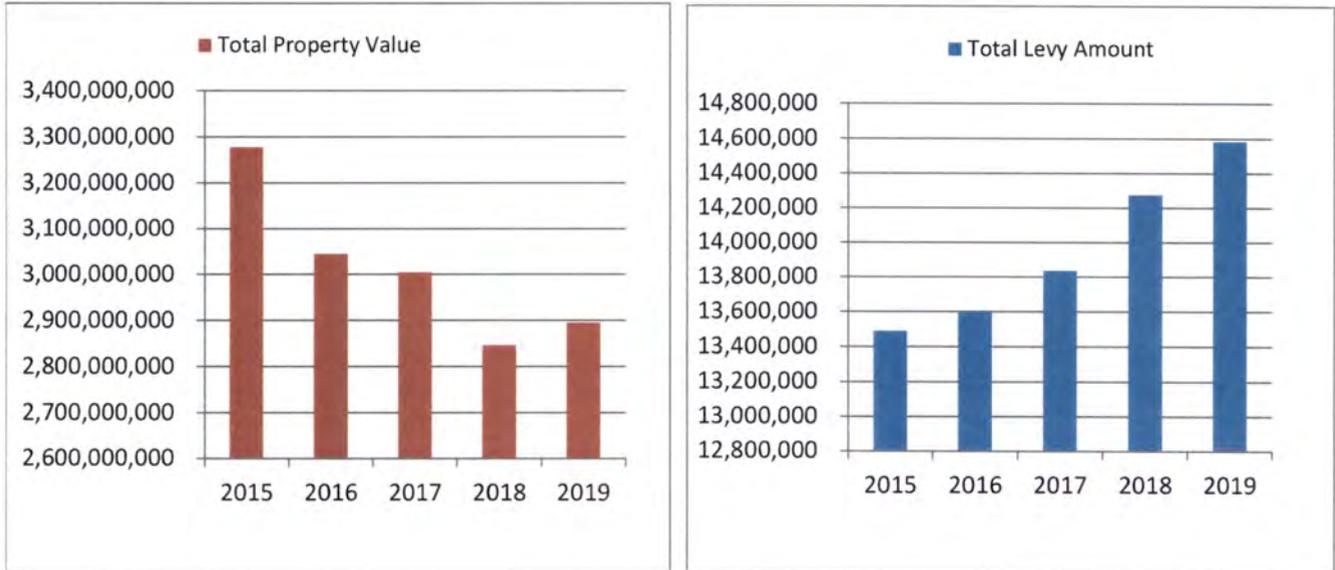
City of New Bern

Collection Percentages

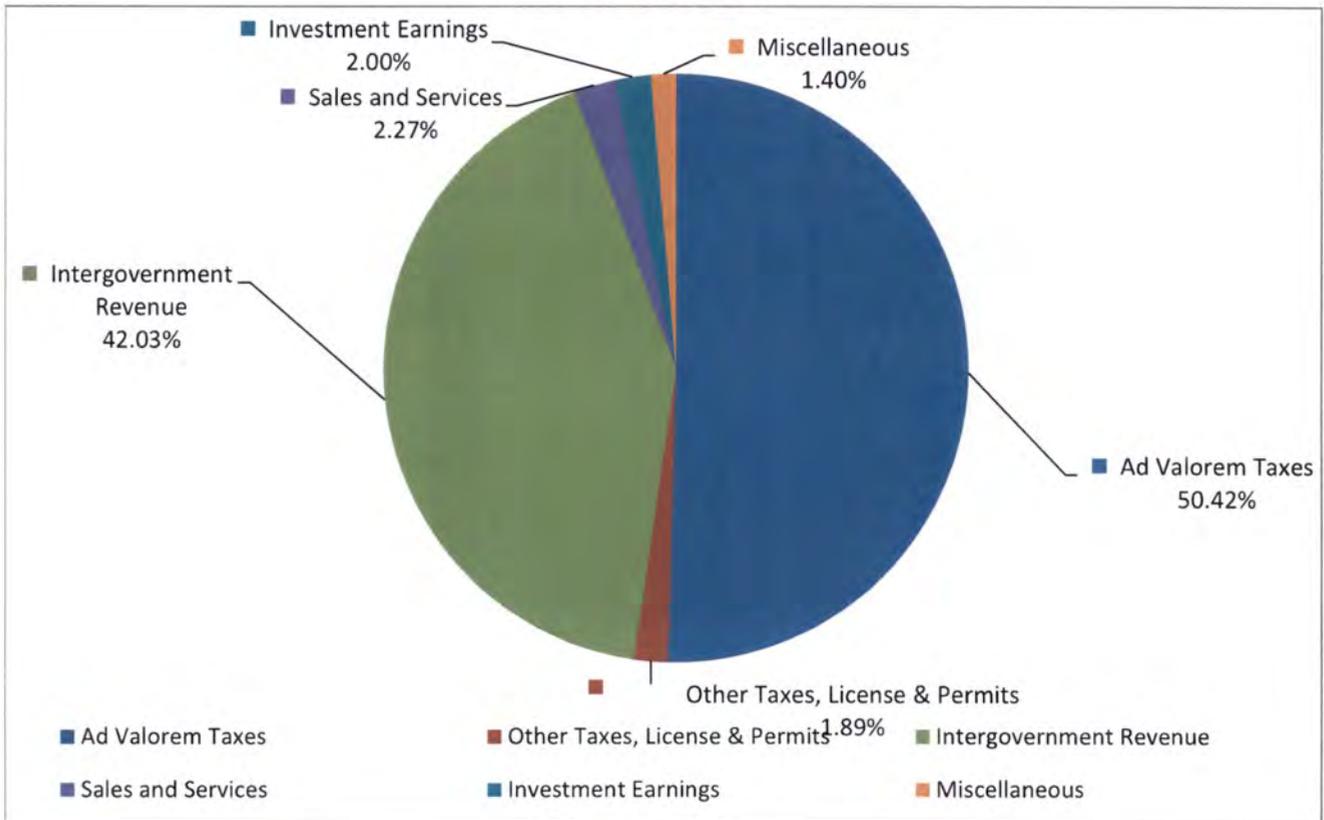
(Note - 2019 Group/Statewide Weighted Average Not Available at Date of Presentation)



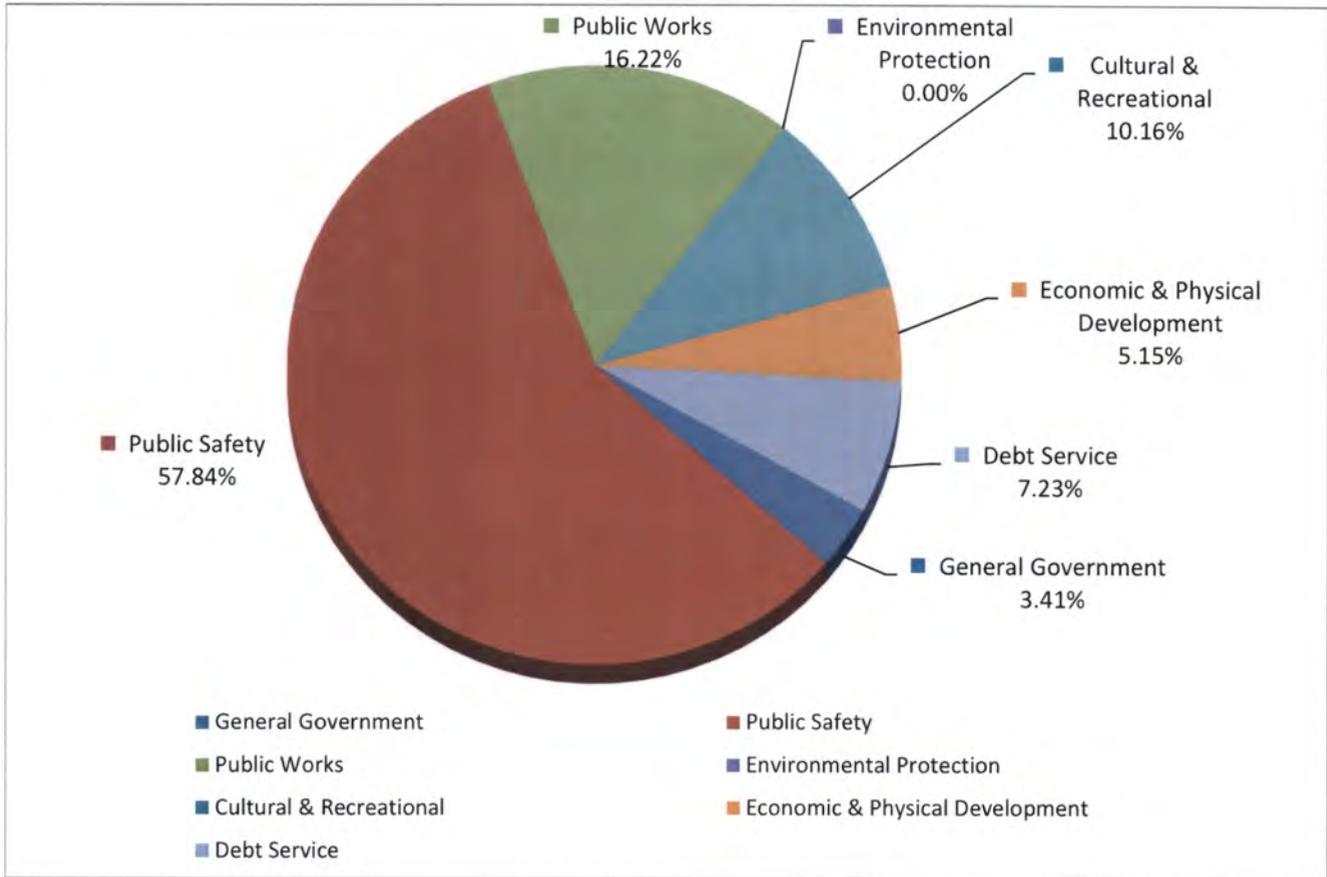
City of New Bern Property Valuation and Levy Amount



City of New Bern Break Down of General Fund Revenue FYE June 30, 2019



City of New Bern
Break Down of General Fund Expenditures
FYE June 30, 2019



AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to annex the property located at 203 Riverside Drive.

Date of Meeting: 06/09/2020	Ward # if applicable: Ward 1
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 6/9/2020

Explanation of Item:	Robert A. Yulick, is seeking annexation into the City of New Bern for his property located at 203 Riverside Drive in Number Two Township, consisting of 0.40 acres.
Actions Needed by Board:	Conduct a Public Hearing and Adopt Ordinance.
Backup Attached:	Memo, Ordinance, Annexation map

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

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

Additional Notes:



NEW BERN

NORTH CAROLINA

Development Services
303 First Street, P.O. Box 1129
New Bern, NC 28563
(252)639-7581

MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: May 28, 2020

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance for the annexation request at 203 Riverside Drive.

Background

Property owner, Robert A. Yulick, is seeking annexation to the City of New Bern a parcel of land consisting of 0.40 acres, more or less, which said parcel is located at 203 Riverside Drive in Number Two (2) Township, Craven County.

Recommendation

Conduct a Public Hearing and Consider Adopting an Ordinance for the annexation request by property owner; Robert A. Yulick for property located at 203 Riverside Drive in Number Two (2) Township, Craven County Tax Parcel ID 2-036-081.

Please contact Jeff Ruggieri at 639-7587 should you have any questions or need additional information.

Prepared by:

Michael Scott Davis
DAVIS HARTMAN WRIGHT, PLLC
209 Pollock Street
New Bern, NC 28560

AN ORDINANCE ANNEXING TO THE CITY OF NEW BERN PROPERTY OF ROBERT A. YULICK, CONSISTING OF 0.40 ACRES, MORE OR LESS, LOCATED AT 203 RIVERSIDE DRIVE IN NUMBER TWO (2) TOWNSHIP

THAT WHEREAS, Robert A. Yulick filed a petition requesting the annexation to the City of New Bern of real property he owns located at 203 Riverside Drive in Number Two (2) Township, Craven County, North Carolina, said property being more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 0.40 acres, more or less, the boundaries of which are illustrated on a map prepared by City of New Bern Development Services Department, a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, said petition was referred to the City Clerk for an investigation as to the sufficiency thereof; and

WHEREAS, the City Clerk certified the sufficiency of the petition in writing to the Board of Aldermen; and

WHEREAS, the Board of Aldermen called for a public hearing on the question of annexation of said territory; and

WHEREAS, pursuant thereto, notice of a public hearing to be held at 6:00 p.m. on June 9, 2020, in the City Hall Courtroom was duly caused to be published as required by law in the *Sun Journal*, a newspaper having general circulation in the City; and

WHEREAS, on June 9, 2020, at 6:00 p.m., a public hearing on the question of annexation

of the subject area was held by the Board of Aldermen of the City of New Bern, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, it was then determined by the Board of Aldermen that the petition filed met the requirements of the General Statutes of North Carolina, and that the area described in the petition should be annexed.

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

Section 1. That the subject petition meets the requirements of §160A-31 of the General Statutes of North Carolina.

Section 2. That the real property owned by Robert A. Yulick located at 203 Riverside Drive in Number Two (2) Township, Craven County, North Carolina, said property being more particularly described on Exhibit A attached hereto and incorporated herein by reference, consisting of 0.40 acres, more or less, the boundaries of which are illustrated on a map prepared by City of New Bern Development Services Department, a copy of which is attached hereto and incorporated herein by reference as Exhibit B, be and the same is hereby annexed to the City of New Bern.

Section 3. That the effective date of annexation shall be midnight on June 9, 2020.

Section 4. That the area to be annexed be and the same is hereby made a part of Ward One of the City of New Bern.

Section 5. That this ordinance, together with a plat reflecting the area being annexed, shall be recorded forthwith in the Office of the Register of Deeds of Craven County.

ADOPTED THIS 9th DAY OF JUNE 2020.

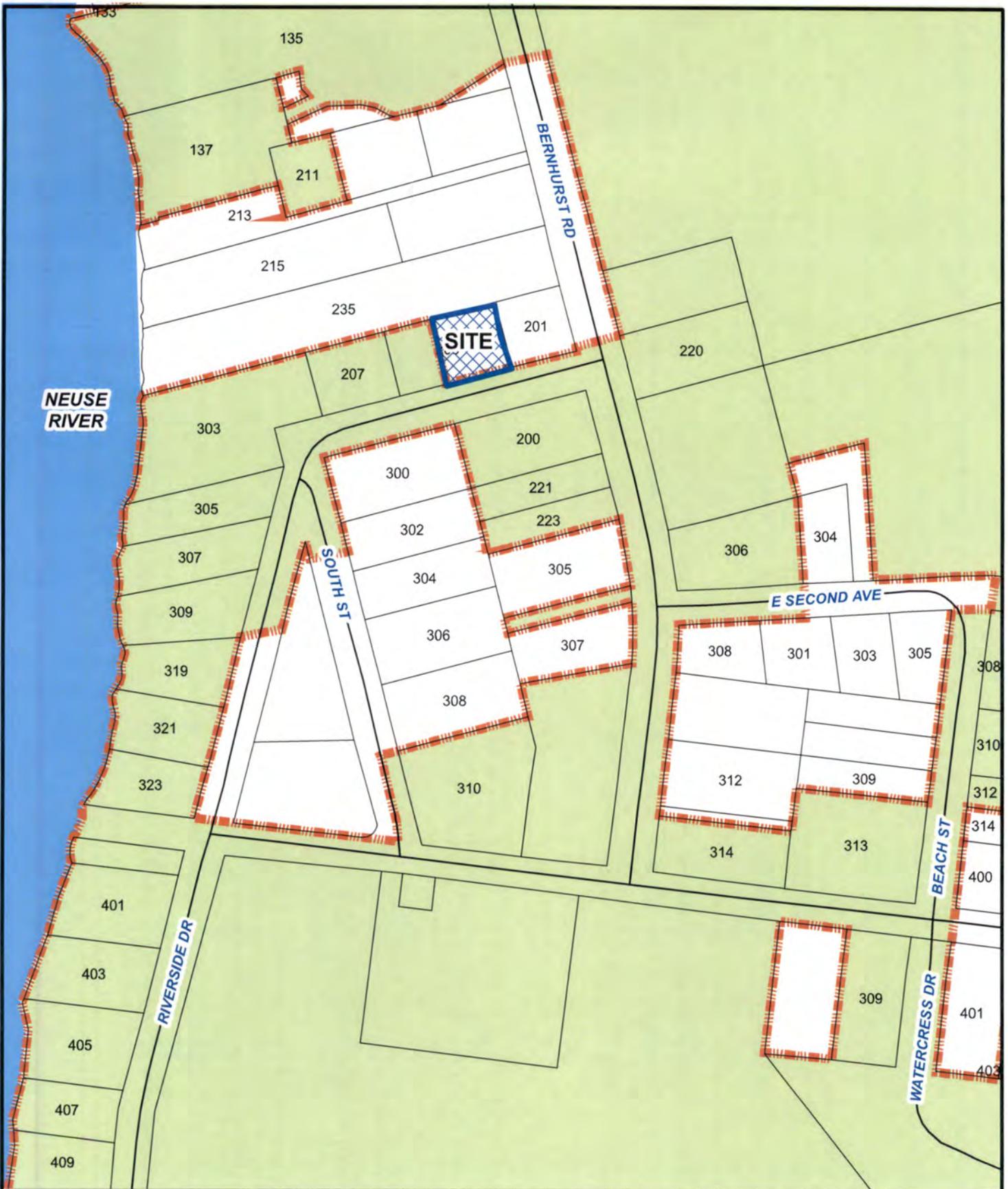
DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

EXHIBIT A

All that certain tract or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

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



Proposed Annexation: 203 Riverside Drive - 0.40 Acres. Tax ID: 2- 036-081



Existing New Bern Limits
Proposed Annexation Area



Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance for the Rezoning of 2409 Oaks Road from R-6S to C-4.

Date of Meeting: 06/09/2020	Ward # if applicable: Ward 5
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 6/9/2020

Explanation of Item:	Nasr Algaradi is requesting to rezone 2409 Oaks Road from R-6S Residential District to C-4 Neighborhood Business District.
Actions Needed by Board:	Conduct a Public Hearing and Consider Adopting an Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statements, Map

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

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

Additional Notes:



NORTH CAROLINA
303 First Street, P.O. Box 1129
New Bern, NC 28563
(252)639-7587

MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: May 28, 2020

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance for the Rezoning of 2409 Oaks Road from R-6S to C-4.

Nasr Algaradi has requested consideration of an application to rezone a 0.25+/- acre tract located at 2409 Oaks Rd. The applicant has proposed to rezone the property from R-6S Residential District to C-4 Neighborhood Business District. On May 7th 2019, Mr. Algaradi came before the Planning and Zoning Board on a request to rezone this property to C-3 Commercial District, while the Planning and Zoning Board recommended approval to the Board of Aldermen, the Board of Aldermen denied this request to rezone the property due to the perceived impacts a vape/tobacco shop would have to the surrounding neighborhood. Mr. Algaradi has since amended his plans to instead use this property as a convenience store in the C-4 Neighborhood Business District. The C-4 Neighborhood Business District does not permit the use of the property as a tobacco/vape shop, thus addressing the concerns of neighboring property owners.

The parcel has historically been utilized as a commercial establishment and will provide neighborhood amenities for the surrounding residential area. In addition, commercially zoned parcels are directly across the street from the requested site.

During their March 3, 2020 meeting the Planning and Zoning Board unanimously voted in favor on the rezoning request from Mr. Algaradi.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

Craven County Parcel ID #8-019-008

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #8-019-008 to C-4 Neighborhood Business District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The C-4 Neighborhood Business District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed C-4 Neighborhood Business District is deemed to be compatible with adjacent zoning classifications.
3. The proposed C-4 Neighborhood Business District is deemed to be compatible with existing uses.

Craven County Parcel ID#8-019-008

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #8-019-008 to C-4 Neighborhood Business District is not reasonable and is not in the public interest, and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in that the proposed C-4 Neighborhood Business District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed C-4 Neighborhood Business District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY NASR ABDO ALI ALGARADI CONSISTING OF APPROXIMATELY 0.25 ACRE LOCATED AT 2409 OAKS ROAD FROM THE ZONING CLASSIFICATION OF R-6S RESIDENTIAL DISTRICT TO C-4 NEIGHBORHOOD BUSINESS DISTRICT

THAT WHEREAS, Nasr Abdo Ali Algaradi owns real property at located 2409 Oaks Road in the City of New Bern, consisting of approximately 0.25 acre, more or less, and an application has been made to change the zoning classification of the subject property from R-6S Residential District to C-4 Neighborhood Business District consistent with the attached plat entitled “REZONING CASE: 2409 OAKS ROAD – Approx. 0.25+- Acres: PID: 8-019-008” prepared by the Development Services Department of the City of New Bern; and

WHEREAS, the Planning and Zoning Board unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on June 9, 2020, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested C-4 Neighborhood Business District classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by Nasr Abdo Ali Algaradi located at 2409 Oaks Road in the City of New Bern, consisting of 0.25 acres, more or less, from R-6S Residential District to C-4 Neighborhood Business District as more specifically shown on the plat entitled “REZONING CASE: 2409 OAKS ROAD – Approx. 0.25+- Acres: PID: 8-019-008” prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

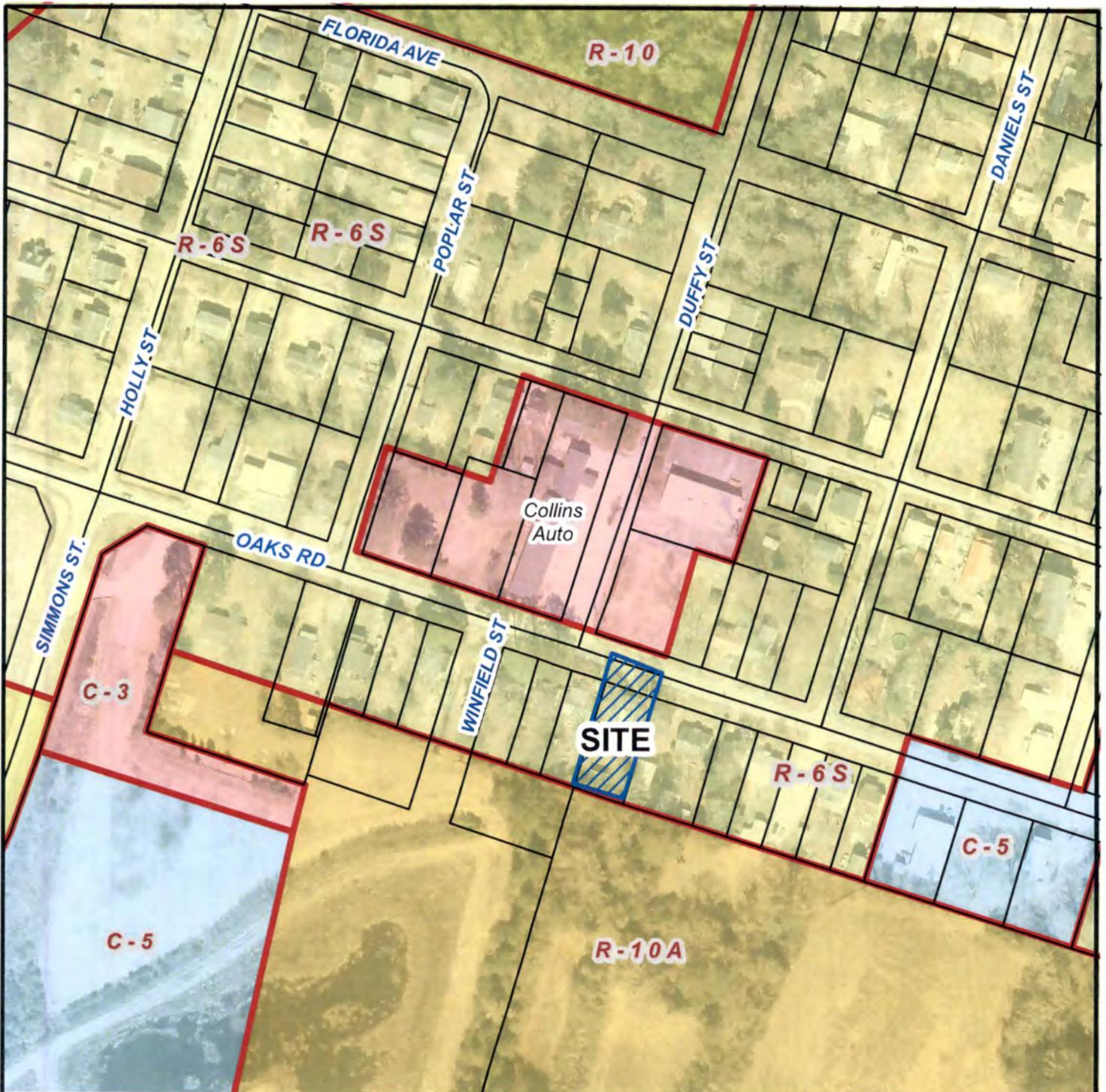
Section 2. That the Board deems it in the public interest to rezone the subject property consistent with the attached plat as the requested C-4 Neighborhood Business District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 9th DAY OF JUNE 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 2409 OAKS ROAD - Approx. 0.25+- Acres: PID: 8-019 -008

LOCATION: South side of Oaks Road near Duffy Street & east of Simmons Street



Existing Zone: R-6S
Proposed Zone: C-4

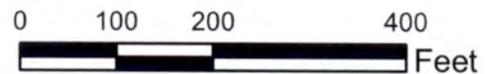


Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services

Scale: 1 = 200 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting a Resolution Approving the Pamlico Sound Regional Hazard Mitigation Plan.

Date of Meeting: 06/09/2020	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Amanda Ohlensehlen, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 6/9/2020

Explanation of Item:	Conduct a Public Hearing and Consider Adopting a Resolution Approving the Pamlico Sound Regional Hazard Mitigation Plan.
Actions Needed by Board:	Conduct Public Hearing and Adopt a Resolution.
Backup Attached:	Memo, Resolution, Draft Plan

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

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
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen
Community & Economic Development Manger

DATE: May 28, 2020

SUBJECT: Conduct a Public Hearing and Consider Adopting a Resolution Approving the Pamlico Sound Regional Hazard Mitigation Plan.

Background

The Mayor and Board of Aldermen are requested to conduct a public hearing to receive public comment on the Pamlico Sound Regional Hazard Mitigation Plan. Following the public hearing, the Board is asked to consider a resolution adopting the Pamlico Sound Regional Hazard Mitigation Plan. This action will fulfill the City of New Bern's obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event that a declared disaster occurs.

The City of New Bern is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property. The county and participating municipal jurisdictions desire to seek ways to mitigate situations that may aggravate such circumstances. The development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from hazards.

The Pamlico Sound Regional Hazard Mitigation Plan can be accessed at <http://www.pamlicohmp.com>. The plan was prepared with input from the appropriate local and state officials and the City participated in the process. The North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Pamlico Sound Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures.

Please contact Amanda Ohlensehlen at 252-639-7580 if you have questions or need additional information.

**RESOLUTION ADOPTING THE
PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the City of New Bern is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, local counties and participating municipal jurisdictions desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from hazard hazards; and

WHEREAS, it is the intent of the City of New Bern Board of Alderman to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the City of New Bern Board of Alderman to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event that a declared disaster affecting the City of New Bern; and

WHEREAS, the City of New Bern actively participated in the planning process of the Pamlico Sound Regional Hazard Mitigation Plan and has prepared a regional hazard mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Pamlico Sound Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures.

NOW, THEREFORE, be it resolved that the Board of Alderman of the City of New Bern does hereby:

1. Adopt the Pamlico Sound Regional Hazard Mitigation Plan; and
2. Vests the City Manager with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action; and
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards; and

4. Appoints the City Manager to assure that, in cooperation with the other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the City of New Bern Board of Alderman for consideration; and

5. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2020 Pamlico Sound Regional Hazard Mitigation Plan.

ADOPTED THIS 9th DAY OF JUNE 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Classification Pay Plan

Date of Meeting: 6/9/2020	Ward # if applicable:
Department: Human Resources	Person Submitting Item: Sonya Hayes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The current Classification Pay Plan was adopted on May 28, 2019. The Board must approve the recommended changes included in the FY 20-21 proposed budget as a resolution.
Actions Needed by Board:	Adopt resolution approving the Classification Pay Plan FY 20-21.
Backup Attached:	

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

Cost of Agenda Item: None
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



NEW BERN

NORTH CAROLINA
303 First Street, P.O. Box 1129
New Bern, NC 28563
(252) 639-7571

TO: Mayor and Board of Aldermen

FROM: Sonya H. Hayes
Director of Human Resources

DATE: June 9, 2020

RE: **Employee Classification Pay Plan FY 2020-21**

Background

The Classification Pay Plan, adopted May 28, 2019, should be amended to reflect proposed changes that have been incorporated into the FY 2020-21 budget. The proposed Classification Pay Plan increases each salary range by 1.5% as a result of the recommended Cost of Living Adjustment (COLA). Adjusting the salary ranges by including the proposed COLA will support our efforts to ensure that salaries remain competitive with comparable size municipalities and will also improve employee retention.

In addition, one proposed position title change is recommended as follows:

Grade 18 - Change Facility Manager to Center Supervisor

Requested Action

We are requesting that the Board of Aldermen consider approving the attached resolution which adopts the Classification Pay Plan effective July 1, 2020.

RESOLUTION

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

That the City of New Bern Classification Pay Plan, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City. The Classification Pay Plan shall be effective as of July 1, 2020.

ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

**City of New Bern
Classification Pay Plan
Fiscal Year 2020-21
Effective July 1, 2020**

Grade	Title	Minimum	Midpoint	Maximum
1		19,904	26,149	32,394
2		20,900	27,457	34,014
3		21,944	28,830	35,714
4		23,042	30,271	37,500
5	Custodian	24,194	31,785	39,375
6	Lead Custodian Parks Worker	25,403	33,373	41,344
7	Accounting Clerk Hydrant/Meter Maintenance Worker I Inventory Control Clerk Office Assistant II Recreation Program/Athletic Assistant Senior Maintenance Worker Tree Trim Groundworker Utility Maintenance Worker I Utility Service Specialist	26,673	35,042	43,412
8	Billing Services Representative Enrichment Program Assistant Equipment Operator I Maintenance Construction Worker Payment Services Representative Police Service Technician Utility Service Technician	28,007	36,795	45,582
9	Bio-Solids Operator Customer Service Representative Electric Meter Technician Fire Trainee Hydrant/Meter Maintenance Worker II Irrigation Operator Lead Equipment Operator I Lead Maintenance Worker Office Assistant III Parks Maintenance Specialist Senior Billing Services Representative Tree Trimmer Trainee	29,408	38,634	47,860

**City of New Bern
Classification Pay Plan
Fiscal Year 2020-21
Effective July 1, 2020**

	Utility Control System Operator			
	Utility Maintenance Worker II			
	Warehouse Assistant			
10	Accounting Technician I	30,878	40,565	50,254
	Electric Groundworker			
	Engineering Assistant			
	Equipment Operator II			
	Maintenance Technician			
	Police Officer Trainee			
	Police Service Technician (Animal Control)			
	Police Service Technician (Property & Evidence)			
	Senior Customer Service Representative			
	Wastewater Treatment Plant Operator I			
	Water Treatment Plant Operator I			
11	Administrative Assistant	32,422	42,594	52,767
	Fire Specialist			
	Human Resources Assistant			
	Hydrant/Meter Maintenance Lead Worker			
	Police Service Technician/Telecommunicator I			
	Tree Trimmer			
	Utility Maintenance Lead Worker			
12	Auto Mechanic	34,043	44,724	55,405
	Fire Specialist I			
	Laboratory Technician			
	Lead Equipment Operator II			
	Lead Maintenance Technician			
	Parks Crew Leader			
	Police Service Technician/Telecommunicator II			
	Pump Station Mechanic			
	Wastewater Treatment Plant Operator II			
	Water Treatment Plant Operator II			
13	Accounting Technician II	35,745	46,960	58,175
	Customer Relations Assistant			
	Electric Line Worker 3rd Class			
	Fire Specialist II			
	Inflow and Infiltration Technician			
	Load Management Systems Technician			
	Payment Services Supervisor			
	Police Service Technician/Telecommunicator III			

**City of New Bern
Classification Pay Plan
Fiscal Year 2020-21
Effective July 1, 2020**

14	Building Inspector I Electric Svc. Representative Fire Specialist III Human Resources Technician Lead Auto Mechanic Nuisance Abatement Officer Police Officer Substation Technician I Tree Trim Crew Leader Wastewater Treatment Plant Operator III Water Treatment Plant Operator III	37,533	49,308	61,084
15	Biosolids Supervisor Electric Line Worker 2nd Class Electrical Engineer Technician Electrician Facilities Maintenance Crew Supervisor GIS Technician Hydrant/Meter Crew Supervisor Pretreatment Coordinator Water/Sewer Crew Supervisor	39,408	51,773	64,138
16	Account Services Supervisor Athletic Coordinator Billing Services Supervisor Building and Grounds Maintenance Supervisor Building Inspector II Fire Inspector/Educator Fire Prevention Inspector Heavy Equipment Manager IT Technician Master Police Officer I Planner I Recreation Program Coordinator Special Programs & Events Coordinator Special Projects Coordinator Substation Technician II Wastewater Treatment Plant Oper. IV Water Treatment Plant Operator IV	41,380	54,362	67,344
17	Accountant Administrative Support Supervisor Civilian Unit Supervisor Electric Line Worker 1st Class Fire Engineer	43,448	57,080	70,712

**City of New Bern
Classification Pay Plan
Fiscal Year 2020-21
Effective July 1, 2020**

	Master Police Officer II MPO Planner Treatment Plants Maint. Supervisor			
18	Athletic Supervisor Building Inspector III Center Supervisor Chief Treatment Plant Operator Deputy Fire Marshal Energy Management Specialist Facilities Maintenance Superintendent Field Service and Metering Supervisor Financial and Budget Analyst Fire Captain Laboratory Supervisor Master Police Officer III Planner II Project Coordinator Senior IT Technician Telemetry and Control Technician Water Facilities Maintenance Superintendent	45,620	59,934	74,247
19	Building and Grounds Maintenance Superintendent Business Assistant/Analyst City Clerk Community Development Coordinator Fiber Systems Technician Fleet Maintenance Superintendent IT Infrastructure Analyst IT Systems Analyst Parks Superintendent Police Sergeant Purchasing and Warehouse Manager Recreation Superintendent Safety Officer Stormwater Superintendent Waste Collection Superintendent Water/Sewer Construction Superintendent	47,902	62,931	77,960
20	Electric Line Crew Leader Planner III Senior Accountant	50,296	66,078	81,858

**City of New Bern
Classification Pay Plan
Fiscal Year 2020-21
Effective July 1, 2020**

21	Chief Building Inspector Land & Community Development Administrator Metropolitan Planning Organization Administrator Public Information Officer	52,811	69,381	85,951
22	Fire Battalion Chief Fire Division Chief of Training Fire Marshal/Division Chief of Fire Prevention Police Lieutenant SCADA/Control Systems Supervisor Senior Financial and Budget Analyst Senior IT Analyst Staff Engineer Streets Superintendent Utility Maintenance Superintendent Wastewater Treatment Plant Manager Water Treatment Plant Manager	55,452	72,851	90,249
23	Assistant Director of Public Works Asst. Director of Human Resources City Planner Electric Substation Superintendent GIS Manager	58,224	76,492	94,760
24	Accounting Manager Community & Economic Development Manager Deputy Fire Chief/Operations Commander Police Captain Utility Business Office Manager	61,135	80,317	99,498
25	Electric Engineering Manager	64,193	84,333	104,473
26		67,402	88,550	109,697
27	Deputy Chief of Police Information Technology Manager	70,772	92,977	115,182
28	Electric Distribution Superintendent	74,311	97,626	120,941
29	Transmission and Distribution Manager	78,026	102,507	126,988
30	Director of Human Resources Director of Parks & Recreation	81,928	107,633	133,338

**City of New Bern
Classification Pay Plan
Fiscal Year 2020-21
Effective July 1, 2020**

31	City Engineer Fire Chief	86,024	113,014	140,004
32	Chief of Police Director of Development Services Director of Finance Director of Public Works Director of Utilities	90,326	118,665	147,004
33	Assistant City Manager	94,843	124,598	154,355

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance Amending the 'Schedule of Fees and Charges'

Date of Meeting: 06/09/20	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary M. Hogan, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The current fee schedule was adopted on May 28, 2019. Fee change are noted in red on the attached revised fee schedule.
Actions Needed by Board:	Adopt ordinance amending the 'Schedule of Fees and Charges'
Backup Attached:	Memo, Ordinance, Proposed Fee Schedule – Redline, Proposed Fee Schedule

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Mary M. Hogan - Director of Finance
DATE: May 28, 2020
RE: Amendment to Schedule of Fees and Charges

Background

The "City of New Bern Schedule of Fees and Charges," adopted on May 28, 2019, should be amended to reflect proposed fee changes. These changes are included in the FY2020-21 manager recommended budget as part of the revenue projects and will be effective July 1, 2020.

Current

These changes, additions and deletions are identified in red on the attached proposed "City of New Bern Schedule of Fees and Charges". Please note fee amendments in the following sections:

- Section 2 – Cemeteries
- Section 5 – Parks and Recreation
- Section 5 – Development Services
- Section 7 – Police

Requested Action

The Board consider adopting the attached revised "City of New Bern Schedule of Fees and Charges" at its June 9, 2020 meeting.

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

THAT WHEREAS, pursuant to the Code of Ordinances of the City of New Bern, upon recommendation from the City Manager, the Board of Aldermen of the City of New Bern desires to amend the City of New Bern "Schedule of Fees and Charges" adopted on May 28, 2019 by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges".

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

SECTION 1. That the City of New Bern "Schedule of Fees and Charges" adopted by the Board of Aldermen on May 28, 2019 is hereby amended by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges" to be effective as of July 1, 2020.

ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

1. ADMINISTRATIVE	FEES
CD or DVD	\$5
Copies - Other info not specifically listed	Min \$2.00 (1-10 copies) plus 20¢ ea add'l copy over 10
GIS Base Maps (8.5x11)	B&W \$2; color \$3
GIS Base Maps (11x17)	B&W \$3; color \$5
GIS Base Maps (24x36)	B&W \$10; color \$15
GIS Base Maps (36x48)	B&W \$15; color \$30
Plans/Plats (copies of) ariel view - letter size	\$5
Plans/Plats (copies of) ariel view - tabloid size	\$7.50
Plans/Plats (copies of) ariel view - large size	\$12.50
Maps - Other large formats	\$10.00
Maps - Street index map	\$15.00
Maps - Zoning	\$10 large; \$5 small
Maps - GIS staff time for non-existent maps or data:	
Analysis/Coordinator	\$50/hr
Technician	\$25/hr
Administration	\$20/hr
Motor vehicle fee	\$5
Publications:	
CAMA Land Use Plan	\$11
Historic Preservation Guidelines	\$11
Land Use Ordinance	\$12
Urban Design Plan	\$11
Street Atlas Book	\$25
Convenience fee for online payment	\$5
Returned payment fee	\$25
2. CEMETERIES: (Code Sections 18-26 and 18-32)	FEES
Opening/Closing:	
Weekdays before 4 pm, adult	\$500 resident/\$700 nonresident
Weekdays before 4 pm, infant/cremations/mausoleum	\$250 resident/\$400 nonresident
Weekdays after 4 pm and weekends, adult	\$575 resident/\$900 nonresident
Weekdays after 4 pm and weekends, infant/cremations/mausoleum	\$300 resident/\$450 nonresident
Holidays, adult	\$650 resident/\$950 nonresident
Holidays, infant/cremations/mausoleum	\$425 resident/\$525 nonresident
Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm)	\$150 resident/\$250 nonresident
Grave/Lot Sales - New Bern Memorial Cemetery:	
Plot - Single grave, resident	\$600
Plot - Single grave, nonresident	\$900
Plot - 4-Grave lot, resident	\$1,850
Plot - 4-Grave lot, nonresident	\$2,750
Plot - Infant grave, resident	\$100
Plot - Infant grave, nonresident	\$275
Plot - Mausoleum, resident	\$3,500
Plot - Mausoleum, nonresident	\$5,250
Plot - Cremations, resident	\$200
Plot - Cremations, nonresident	\$350
Transfer or reslae of Cemetery license	\$25
<p>*This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided.</p>	

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

3. FIRE: (Code Section 30-33)	FEES
Fees:	
Working without a permit	Cost of permit plus \$50
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$50
Plan Review (Construction)	\$50
New Business Inspection	\$50
ABC/ALE Inspection	\$50
Special Requested Inspections	\$50
Care Homes (foster, respite, therapeutic)	\$50
2nd Reinspection (noncompliance when Codes ARE NOT met)	\$75
3rd Reinspection (noncompliance when Codes ARE NOT met)	\$150
Standby personnel-minimum 4-man engine company	Fema equipment rate plus labor
After hours fire inspection	\$150
Occupying building without a C/O or C/C	\$150
Failure to obtain final inspection	\$100
Operational Permits:	
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
Fumigation and thermal insecticidal fogging	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$50/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per head
Battery systems	\$75
Compressed gas	\$75
Cryogenic fluids	\$75
Emergency responder radio coverage systems	\$75
Fire alarm and detection systems and related equipment	\$100
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial Ovens	\$75
Private fire hydrants	\$75 per hydrant
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST / installation / removal / repiping / abandonment	\$125
Temporary membrane structures and tents	\$75
4. PARKING: (Code Section 70-272)	
FEES	
Parking Spaces Monthly Fee (Limited = 7:00a-5:30p M-F, Residential = 24hr, Dumpster = 24hr)	\$20 Limited/\$30 Residential \$40 Dumpster
Sign Installation Fee - one-time fee for monthly spaces	\$10
Late Penalty - Parking Leases billed/managed by CIS (pymt rec'd after due date)	5% of monthly bill
Delinquent Fee - Parking Leases billed/managed by CIS (pymt rec'd 10+ days after due date)	\$30
Parking Penalties (Code Section 70-274)	\$25, see code for further details
Leased Space Parking Hangers	2 Free, \$3 each additional

SCHEDULE OF FEES AND CHARGES*

**CITY OF NEW BERN
EFFECTIVE JULY 1, 2020**

5. PARKS AND RECREATION: (Code Section 50-2)	FEES
Athletics and Field Rentals	
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Daily	not to exceed \$5
Admission fees for various activities (basketball, tournaments, outdoor concerts, etc) - Weekend	not to exceed \$13
Adult sports leagues - Mens basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Adult 3 on 3 basketball (per team)	\$200 resident/\$275 non resident
Adult sports leagues - Womens basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Mens flag football (per team)	\$250 resident/\$325 nonresident
Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)	\$200 resident/\$275 non resident
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresident
Adult sports leagues - 5k events per participant	\$30 resident/\$45 nonresident
Adult sports leagues - individual participation for all leagues	\$20 resident/\$30 nonresident
Adult sports leagues - co-ed volleyball	\$35 resident/\$45 nonresident
Summer basketball program (Youth)	\$10 resident/\$15 nonresident
Summer basketball program (Adult)	\$15 resident/\$20 nonresident
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresident
Parent and one child up to age 2 package (\$1.00 for each add'l child up to age 2) (limit of 3)	\$5.50 resident; \$6.75 nonresident
Age 3-17	\$4.00 resident; \$5.00 nonresident
Age 18-54	\$4.50 resident; \$5.50 nonresident
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonresident
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$1.50 nonresident
Age 3-17	\$2.00 resident; \$2.50 nonresident
Age 18-54	\$2.50 resident; \$3.00 nonresident
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonresident
Aquatic Center season pass	\$60 resident; \$75 nonresident
Aquatic Center Pool Party:	
2 Hours - Up to 30 Participants	\$150 resident; \$200 nonresident
31 or greater participants (per person)	\$5
Deposit - Refundable	\$50
Athletic Field - Ballfield Preparation (per field)	
Baseball/Softball	\$25
Football/Soccer/Lacrosse	\$100
Athletic field - Day Use min 2 hrs max 8 hrs (add'l after 8 hrs):	
civic organizations/private groups - city sponsored	N/C
schools during school hrs and/or athletic season	N/C
recreation teams *	\$15/hr
civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresident
<i>*no charge if no field prep is done</i>	
civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonresident
Athletic field - Night Use min 2 hrs max 4 lighted hrs :	
non-city recreation teams	\$30/hr
civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident
civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonresident
Athletic field (full tournament not to exceed 3 days/2 nights)	\$350 + \$25/hr attendant fee
Athletic field (practice - night use - min. 2 hours of light; not to exceed 4 hrs)	\$20/hr resident/\$30/hr nonresident
EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others arenegotiated with and determined by the Parks and Recreation Department.	
Batting cages, parties only (2 hours) available offseason only	\$30
Bleacher rentals (daily rental fees)	\$100(sm); \$150(med);
(Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	\$300 (lg) (1-4 sets)
Recreation Programs	
Childcare after-school recreation program (resident)	\$35/wk
Childcare after-school recreation program (non-resident)	\$50/wk
Classes - Adult recreation & fitness (annual) indoor	\$30 resident/\$35 nonresident
Classes - Adult recreation & fitness outdoor (20 city/80 split w/instructor)	\$6 per class
Classes - Art (resident) incl instructor fee & some materials (20 city /80 split w/instructor)	\$20-\$150

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

Classes - Art (nonresident) includes instructor fee & some materials	\$40-\$200
Classes - Ceramics (resident)	\$30; seniors \$25
Classes - Ceramics (nonresident)	\$40; seniors \$30
Dog Park	
Yearly 1 dog	\$25 resident/\$50 nonresident
Each additional dog	\$20 resident/\$35 nonresident
One day pass	\$5 resident/\$15 nonresident
Weekend pass	\$15 resident/\$25 nonresident
Monthly pass	\$20 resident/\$25 nonresident
Honor/Memory Programs	
Honor tree program	\$300 tree resident; \$350 nonresident
Tree purchase program	\$150 - \$250 depending on the species
Memory bench program - new	\$750/bench (includes placard)
Memory bench program - existing	\$600/bench (includes placard)
Brick Pavers	\$75
Kidsville Pickets	\$50
Kidsville Tiles	\$25
Recreation Center Facility Rates	
Multi-purpose Room rental (2 hour minimum):	
resident	\$30/hr
nonresident	\$45/hr
Gym rental (2 hour minimum):	
resident	\$40/hr
nonresident	\$55/hr
Meeting room rental (2 hour minimum):	
resident	\$25
nonresident	\$35
Gym - walk-in (1 day)	\$1
Gym - contracted lessons (P&R receives 20% of fee)	80/20% split
Kitchen rental:	
residential	\$25/hr
nonresidential	\$35/hr
Facility Rental Deposit	\$50
Admission Rate	\$25/hr
(if admission is charged, this additional hourly rate applies to each room rented)	
After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee	\$15/hr room rental + \$20/hr staff
Park Fees	
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$50/hr resident/\$80/hr nonresident
Park Green Space - Small	\$40/hr resident; \$70/hr nonresident
Park Green Space - Medium	\$50/hr resident; \$80/hr nonresident
Park Green Space - Large	\$60/hr resident; \$90/hr nonresident
Shelter reservation:	
resident (half day - up to 4 hours)	\$20-\$30 based on location
nonresident (half day - up to 4 hours)	\$30-\$40 based on location
resident (full day - up to 8 hours)	\$30-\$45 based on location
nonresident (full day - up to 8 hours)	\$40-\$55 based on location
company inside city (half day - up to 4 hours)	\$25-\$45 based on location
company outside city (half day - up to 4 hours)	\$40-\$60 based on location
company inside city (half day - up to 8 hours)	\$30-\$60 based on location
company outside city (half day - up to 8 hours)	\$40-\$70 based on location
Sprayground (Daily Admission before noon for group reservations)	\$1 resident/\$3 nonresident
Summer camps:	
bear bunch camp (per session)	\$75 resident/\$95 nonresident
cooking camp	\$105 resident/\$125 nonresident
sports camp	\$75 resident/\$95 nonresident
teen camp	\$75 resident/\$95 nonresident
y.e.s. camp	\$25 for 1st/\$20 each additional resident
y.e.s. camp	\$35 for 1st/\$30 each additional nonresident
Adventure Camp	\$100 resident/\$125 nonresident

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

Swim lesson sessions - 8 classes per session	\$40 resident/\$70 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available))	
Youth sports:	
Youth football and cheerleading	\$50 resident/\$80 nonresident
Youth basketball	\$40 resident/\$70 nonresident
Youth baseball	\$20-\$40 resident/\$30-\$50 nonresident
Youth Soccer	\$40 resident/\$70 nonresident
Youth Lacrosse	\$40 resident/\$70 nonresident
Youth road races (per participant)	\$30 resident/\$45 nonresident
Fishing Tournament Attendant (opening/closing)	\$25/hr
Community Garden (per space)	\$25
<i>NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are limited to 12 hours per day. Rentals exceeding these hours will require director approval.</i>	
6. Development Services: FEES	
Certificate of zoning compliance letter	\$27
Conditional use permit	\$375
Historic Preservation - Minor works	\$22
Historic Preservation - Major works requiring design review	\$107
Historic Preservation - Major works not requiring design review	\$27
Homeowners recovery fee (single family dwelling only)	\$10
Site Plan review	\$214
Special use permit	\$321
Subdivision plan review	\$161
P&Z General Subdivision Plan Review Application	\$161 or \$11/lot whichever is greater
Subdivision application - final review	\$214 or \$27/lot whichever is greater
Subdivision application - minor plats & recombination	\$107
Telecommunication - New wireless support structure	1500 per section 15-170
Telecommunication - other	\$500
Zoning compliance	\$22
Zoning compliance - Residential flood plain	\$54
Zoning compliance - Commercial flood plain	\$107
Zoning permit	\$38
Administrative Fees:	
Weed and debris clearance	\$71
Removing abandoned vehicles	\$71
Boarding up buildings (MHC)	\$84
Starting work without a permit	1st-\$107 + permit; 2nd-\$161 + permit 3rd-\$214 + permit; 4th-\$268 + permit
Convenience fee for online payment	\$5.00
Building permit (+ \$17 compliance fee)	
Residential (min. chg \$38) (single family/townhouse/duplex - per unit for multicomplex)	heated \$0.21/sf; unheated \$0.16/sf
Commercial (min chg \$38)	\$0.18/sf
Building permit - Demolition (+ \$17 compliance fee)	residential \$161; commercial \$321
Building permit - Manufactured mobile home	
singlewide/construction trailer; doublewide; triplewide	\$107; \$161; \$214
Building permit-Renovations to existing bldg (+\$17 compliance fee)	\$0.16/sf; min \$38
(per unit for multicomplex)	
Certificate of occupancy	\$27/unit
Inspections	Incl. in Bldg permit fee
Inspections - Building compliance	\$107 residential; \$161 commercial
	\$75 group homes
Inspections - Minimum housing as notified by Customer Service cutoffs	\$38
Inspections - Reinspection (bldg, elec, plbg, hvac, insulation)	\$75/ea
Inspections - Plan review, residential up to 1,500 sf	\$54
Inspections - Plan review, residential over 1,500 sf	\$81
Inspections - Plan review, commercial up to 20,000 sf	\$214
Inspections - Plan review, commercial 20,001-40,000 sf	\$268
Inspections - Plan review, commercial 40,001 or greater	\$428
Permit - Electrical (signs & billboards)	\$43
Permit - Electrical (temporary buildings)	\$100

SCHEDULE OF FEES AND CHARGES*
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Permit - Electrical	60-150 amp - \$54; 200 amp - \$65 400 amp - \$75; 401-600 amp - \$86 601-800 amp - \$97 801-1000 amp - \$107 1001-1600 amp - \$118 over 1600 amp - \$120 + \$11 for each add'l 100 amp
Permit - Electrical heating & cooling	\$17/each
Permit - Electrical outlets & wall switches	\$33 for 1-5; \$43 for 6-50; \$65 for 51-100; \$81 for 101-200 \$2 each over 200
Permit - Electrical light fixtures	\$3
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$17/each
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$17
Permit - Electrical disconnects & subpanels	\$13/each
Permit - Gas piping & distribution system (residential)	\$22
Permit - Gas appliances	\$17
Permit - Gas refrigeration - coolers/freezers (each unit)	\$27
Permit - Gas boilers/water heaters (each unit)	\$22
Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee)	
Residential (min. chg \$38)	\$54 per unit + \$27/ea. add'l unit
Commercial (min chg \$38)	\$65 per unit + \$33/ea. add'l unit
Permit - Mechanical Residential (HVAC)	\$107 + \$54/ea add'l unit
Permit - Mechanical Commercial (HVAC) - roof or ground level units	\$43 + \$7/ton
Permit - Plumbing each fixture	\$11
Permit - Plumbing, backflow preventer (in system)	\$22
Permit - Plumbing, floor drain & grease traps	\$11
Permit - Plumbing, heat pump connections	\$22/each
Permit - Plumbing, lawn sprinkler	\$33
Permit - Plumbing, water distribution system	\$17
Permit - Plumbing, replace or alter existing system	\$17
Permit - Plumbing, sewer distribution system	\$17
Permit - Signs (building permit - based on sign value)	\$1 - \$500 = \$65; \$501-\$1,000 = \$75 \$1,001-\$5,000 = \$86 \$5,001-\$10,000 = \$97 over \$10,000 = \$107
Permit - Signs (shopping center master)	\$214
Permit - Signs (temporary, permanent) (additional fees may apply)	\$33
Permit - Tree removal	\$22
7. POLICE: (Code Section 42-32) FEES	
Accident report	N/C
Citizens Academy fee	\$25
False Alarm	\$50 on and after 3rd offense
Alarm Registration Fee	\$25
Alarm Reinstatement Fee	\$50
Non-Permitted Alarm System	\$250
Alarm Appeal Fee	\$25
Illegal Use of Automatic Voice Dialer	\$100
Fingerprinting	\$10
Funeral escorts	\$50 per escort w/48 hrs notice; \$100 per escort w/o 48 hrs notice

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Off-duty fee	\$27/hr (5am to 11pm); \$35/hr (11pm to 5am),3hr. min. pd to officer
Off-duty fee for Federal/City Holiday	\$35/hr (5am to 11pm); \$40/hr (11pm to 5am),3hr. min. pd to officer
Pawnbroker - initial license application fee	\$50
Pawnbroker - renewal license fee	\$25
Permit - Alarm Registration (first permit/annual renewal)	\$25
Permit - Alarm failure to register	N/C
Permit - Outdoor amplified sound	N/C
Precious Metal Permits:	
Dealer permits (annual)	\$180
Special occasion permit	\$180
Employee certificate of compliance	\$10
Employee certificate of compliance (annual renewal fee)	\$10
Fingerprints (processed for dealer permits - SBI fee)	\$38
Wrecker - (includes inspection)	\$250 to be on rotation list
Parking Penalties (Code Section 70-235)	\$25, see code for further details
8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-86) FEES	
City Sponsored Event Fees:	
Vendor Permit Fee	\$25
Food Vendor Service Fee	\$35
NonCity Sponsored Event Fees:	
Vendor Permit Fee	\$35
Food Vendor Service Fee	\$45
Barricade	\$5 ea
City Labor: (Hourly Rates)	
Fire - Lieutenant/Inspector	\$29
Fire - Specialist	\$23
Police - Officers (On Duty Rate)	\$35
Police - Officers (Off Duty Rate)	\$27
Public Works - Supervisor	\$35
Public Works - Equipment Operator	\$26
Public Works - Maintenance Worker	\$22
Recreation - Supervisor (per person)	\$35
Recreation - Park Staff (per person)	\$22
9. PUBLIC WORKS: (Code Sections 66-12) FEES	
Repair Fees:	
Labor	Hourly rate with benefits*
Material	Actual cost
Equipment trucks	Hourly rate per FEMA schedule*
*see explanation at the end of this Fee Schedule	
Permit - Sidewalk Café	\$150
Permit - Nonprofit street banners	\$75
Public nuisance	Hourly Equip rate per FEMA schedule schedule + Labor
Safety cones (use)	\$2
Safety cones (replacement)	\$25
Signs - regulatory / right-of-way	Material cost + labor
Signs - Community watch	Material cost + labor
Signs - Handicapped	Material cost + labor
Signs - Hardware (1 set)	Material cost + labor
Signs - Maximum penalty	Material cost + labor
Signs - No parking-fire lane	Material cost + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising

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10. REFUSE: (Code Section 62-37)		FEES
Commercial refuse (65-gal cart / 1x week service)		\$14.75 /month+ \$14.75 ea addl
Dumpster services - 2 yd (1x week service)		\$29.49/month
Dumpster services - 4 yd (1x week service)		\$58.98/month
Dumpster services - 6 yd (1x week service)		\$88.47/month
Dumpster services - 8 yd (1x week service)		\$117.96/month
Refuse container		1 @ no charge
Residential service (65-gal cart / 1x week service)		\$14.75
Seniors Exemption Credit		50% of residential service
11. UTILITIES - ELECTRIC: (Code Section 74-46)		FEES
Electric rates		See rate ordinance adopted 7/1/17
Additional fee if service needs to be disconnected by		
City personnel at pole due to meter/service tampering		\$160
City personnel at pole due to delinquency		\$160
Changed payment arrangement fee		\$30
Connection/Transfer Fee		\$30
Connection/Transfer Fee - holidays, weekends and after 11 am weekdays		\$75
Delinquent Fee (for bills unpaid after 10th day following due date)		\$30
Deposit - Residential (exempt with excellent credit score)		2x highest bills in last 24 months
(refunded after 18 months with good payment history)		Not to exceed \$500
Deposit - Commercial/Industrial (refunded after 60 months with good payment history)		2x highest bills in last 24 months
Fee if payment is not made in night drop as agreed		\$100
Late penalty (payments received after due date)		5% of monthly bill
Meter change out fee		\$155
Meter Diversion Fee (Meter Tampering Investigation)		\$400
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)		\$75
Payment Arrangement Fee		N/C
Reconnection Fee during normal business hours for delinquency		\$25
Reconnection Fee 7:30 PM to 11:00 PM for delinquency		\$75
Reconnection Fee after 11 PM or on weekends for delinquency		\$150
Temporary electric service and/or utility pole		
Load management switch recovery fee		Cost of switch from latest bid
Extra facilities charge		2% installed costs min. 5yrs, \$75/mo.
Additional pole		\$350
OH extension beyond two pole spans		\$1.05/ft.
UG line extension beyond 300 ft.		\$7.70/ft.
OH to UG conversion of service		\$735
UG Crossings		Sidewalk-\$115; paved driveway-\$460; street - \$950 water; sewer or gas - \$345
Underground service length		\$7.70
Cost per linear foot		\$6.43
Second trip to site		\$310
Service drop after normal working hours (24-hr notice req'd)		\$100/hr 2 hr min.; if service is req'd to be reconnected, a min. chg of 4 hrs applies
Repair Fees:		
Labor		Hourly Employee Rate w/Benefits
Material		Actual Warehouse cost + 10%
Equipment /Trucks		Hourly Rate per FEMA schedule
12. UTILITIES - WATER AND SEWER: (Code Sections 74-97 and 74-121)		FEES
Water and sewer system development fees and connection fees		See ordinance adopted 6/12/18
Water and sewer rates		See ordinance adopted 6/23/15
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)		FEES
Pretreatment Programs Fees for SIU's:		
Pretreatment - Permit Application		\$500
Pretreatment - Permit Modification		\$250

SCHEDULE OF FEES AND CHARGES*
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Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250
Pretreatment - Admin. Fee for monthly review	\$100/month
Pretreatment - Unscheduled sampling	\$500 + analyses chrg
Pretreatment - Permit limit violation	\$100
Pretreatment - Technical review criteria	\$250
Pretreatment - Significant noncompliance	\$500
Pretreatment - BOD	
surcharge ceiling conc. (mg/L)	\$350
surcharge cost per pound	\$0.15
charge for analysis	contract labor cost
Pretreatment - TSS	
surcharge ceiling conc. (mg/L)	\$250
surcharge cost per pound	\$0.27
charge for analysis	contract labor cost

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	FY19-20 Actual	FY20-21 Proposed
1. ADMINISTRATIVE	FEES	
CD or DVD	\$5	
Copies - Other info not specifically listed	Min \$2.00 (1-10 copies) plus 20¢ ea add'l copy over 10	
GIS Base Maps (8.5x11)	B&W \$2; color \$3	
GIS Base Maps (11x17)	B&W \$3; color \$5	
GIS Base Maps (24x36)	B&W \$10; color \$15	
GIS Base Maps (36x48)	B&W \$15; color \$30	
Plans/Plats (copies of) ariel view - letter size	\$5	
Plans/Plats (copies of) ariel view - tabloid size	\$7.50	
Plans/Plats (copies of) ariel view - large size	\$12.50	
Maps - Other large formats	\$10.00	
Maps - Street index map	\$15.00	
Maps - Zoning	\$10 large; \$5 small	
Maps - GIS staff time for non-existent maps or data:		
Analysis/Coordinator	\$50/hr	
Technician	\$25/hr	
Administration	\$20/hr	
Motor vehicle fee	\$5	
Publications:		
CAMA Land Use Plan	\$11	
Historic Preservation Guidelines	\$11	
Land Use Ordinance	\$12	
Urban Design Plan	\$11	
Street Atlas Book	\$25	
Convenience fee for online payment	\$5	
Returned payment fee	\$25	
2. CEMETERIES: (Code Sections 18-26 and 18-32)	FEES	
Opening/Closing:		
Weekdays before 4 pm, adult	\$500 resident/\$700 nonresident	
Weekdays before 4 pm, infant/cremations/mausoleum	\$250 resident/\$400 nonresident	
Weekdays after 4 pm and weekends, adult	\$575 resident/\$900 nonresident	
Weekdays after 4 pm and weekends, infant/cremations/mausoleum	\$300 resident/\$450 nonresident	
Holidays, adult	\$650 resident/\$950 nonresident	
Holidays, infant/cremations/mausoleum	\$425 resident/\$525 nonresident	
Wait time per hour (for noncompliance for "before 4 pm" services that extend beyond 4pm)	\$150 resident/\$250 nonresident	
Grave/Lot Sales - New Bern Memorial Cemetery:		
Plot - Single grave, resident	\$600	
Plot - Single grave, nonresident	\$900	
Plot - 4-Grave lot, resident	\$1,850	
Plot - 4-Grave lot, nonresident	\$2,750	
Plot - Infant grave, resident	\$100	
Plot - Infant grave, nonresident	\$275	
Plot - Mausoleum, resident	\$3,500	
Plot - Mausoleum, nonresident	\$5,250	
Plot - Cremations, resident	\$150	\$200
Plot - Cremations, nonresident	\$300	\$350
Transfer or resale of Cemetery license		\$25
<p>*This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided.</p>		

SCHEDULE OF FEES AND CHARGES*
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3. FIRE: (Code Section 30-33)	FEES
Fees:	
Working without a permit	Cost of permit plus \$50
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$50
Plan Review (Construction)	\$50
New Business Inspection	\$50
ABC/ALE Inspection	\$50
Special Requested Inspections	\$50
Care Homes (foster, respite, therapeutic)	\$50
2nd Reinspection (noncompliance when Codes ARE NOT met)	\$75
3rd Reinspection (noncompliance when Codes ARE NOT met)	\$150
Standby personnel-minimum 4-man engine company	Fema equipment rate plus labor
After hours fire inspection	\$150
Occupying building without a C/O or C/C	\$150
Failure to obtain final inspection	\$100
Operational Permits:	
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
Fumigation and thermal insecticidal fogging	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$50/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per head
Battery systems	\$75
Compressed gas	\$75
Cyrogenic fluids	\$75
Emergency responder radio coverage systems	\$75
Fire alarm and detection systems and related equipment	\$100
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code) (per tank if applicable)	\$75
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75
Industrial Ovens	\$75
Private fire hydrants	\$75 per hydrant
Smoke control or smoke exhaust systems	\$75
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$100
Storage Tank - AST/UST / installation / removal / repiping / abandonment	\$125
Temporary membrane structures and tents	\$75
4. PARKING: (Code Section 70-272)	FEES
Parking Spaces Monthly Fee (Limited = 7:00a-5:30p M-F, Residential = 24hr, Dumpster = 24hr)	\$20 Limited/\$30 Residential \$40 Dumpster
Sign Installation Fee - one-time fee for monthly spaces	\$10
Late Penalty - Parking Leases billed/managed by CIS (pymt rec'd after due date)	5% of monthly bill
Delinquent Fee - Parking Leases billed/managed by CIS (pymt rec'd 10+ days after due date)	\$30
Parking Penalties (Code Section 70-274)	\$25, see code for further details
Leased Space Parking Hangers	2 Free, \$3 each additional

SCHEDULE OF FEES AND CHARGES*
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5. PARKS AND RECREATION: (Code Section 50-2)	FEES	
Athletics and Field Rentals		
Admission fees for various activities (basketball, tournaments,outdoor concerts, e	not to exceed \$5	
Admission fees for various activities (basketball, tournaments,outdoor concerts, e	not to exceed \$13	
Adult sports leagues - Mens basketball (per team)	\$450 resident/\$525 nonresident	\$350 resident/\$450 nonresident
Adult sports leagues - Adult 3 on 3 basketball (per team)		\$200 resident/\$275 non resident
Adult sports leagues - Womens basketball (per team)	\$350 resident/\$450 nonresident	
Adult sports leagues - Mens flag football (per team)	\$250 resident/\$325 nonresident	
Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)		\$200 resident/\$275 non resident
Adult sports leagues - co-ed softball (per team)	\$400 resident/nonresident	
Adult sports leagues - 5k events per participant	\$30 resident/\$45 nonresident	
Adult sports leagues - individual participation for all leagues	\$20 resident/\$30 nonresident	
Adult sports leagues - co-ed volleyball	\$35 resident/\$45 nonresident	
Summer basketball program (Youth)	\$10 resident/\$15 nonresident	
Summer basketball program (Adult)	\$15 resident/\$20 nonresident	
Aquatic Center General Admission:		
Up to age 2	\$2.50 resident; \$3.25 nonresident	
Parent and one child up to age 2 package	\$5.50 resident; \$6.75 nonresident	
(\$1.00 for each add'l child up to age 2) (limit of 3)		
Age 3-17	\$4.00 resident; \$5.00 nonresident	
Age 18-54	\$4.50 resident; \$5.50 nonresident	
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonresident	
Aquatic Center Family Night:		
Up to age 2	\$1.00 resident; \$1.50 nonresident	
Age 3-17	\$2.00 resident; \$2.50 nonresident	
Age 18-54	\$2.50 resident; \$3.00 nonresident	
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonresident	
Aquatic Center season pass	\$60 resident; \$75 nonresident	
Aquatic Center Pool Party:		
2 Hours - Up to 30 Participants	\$150 resident; \$200 nonresident	
31 or greater participants (per person)	\$5	
Deposit - Refundable	\$50	
Athletic Field - Ballfield Preparation (per field)		
Baseball/Softball	\$25	
Football/Soccer/Lacrosse	\$100	
Athletic field - Day Use min 2 hrs max 8 hrs (addl after 8 hrs):		
civic organizations/private groups - city sponsored	N/C	
schools during school hrs and/or athletic season	N/C	
recreation teams *	\$15/hr	
civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonresident	
*no charge if no field prep is done		
civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonresident	
Athletic field - Night Use min 2 hrs max 4 lighted hrs :		
non-city recreation teams	\$30/hr	
civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresident	
civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonresident	
Athletic field (full tournament not to exceed 3 days/2 nights)	\$350 + \$25/hr attendant fee	
Athletic field (practice - night use - min. 2 hours of light; not to exceed 4 hrs)	\$20/hr resident/\$30/hr nonresident	
EXCEPTION: Tournaments and other types of "special" events by non-profic "charitable" organizations for the purpose of fundraising for others arenegotiated with and determined by the Parks and Recreation Department.		
Batting cages, parties only (2 hours) available offseason only	\$30	
Bleacher rentals (daily rental fees)	\$100(sm); \$150(med);	
(Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented)	\$300 (lg) (1-4 sets)	
Recreation Programs		
Childcare after-school recreation program (resident)	\$35/wk	
Childcare after-school recreation program (non-resident)	\$50/wk	
Classes - Adult recreation & fitness (annual) indoor	\$30 resident/\$35 nonresident	
Classes - Adult recreation & fitness outdoor (20 city/80 split w/instructor)	\$6 per class	
Classes - Art (resident) incl instructor fee & some materials (20 city/80 split w/instructor)	\$20-\$150	

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Classes - Art (nonresident) includes instructor fee & some materials	\$40-\$200	
Classes - Ceramics (resident)	\$30; seniors \$25	
Classes - Ceramics (nonresident)	\$40; seniors \$30	
Dog Park		
Yearly 1 dog	\$25 resident/\$50 nonresident	
Each additional dog	\$20 resident/\$35 nonresident	
One day pass	\$5 resident/\$15 nonresident	
Weekend pass	\$15 resident/\$25 nonresident	
Monthly pass	\$20 resident/\$25 nonresident	
Honor/Memory Programs		
Honor tree program	\$300 tree resident; \$350 nonresident	
Tree purchase program	\$150 - \$250 depending on the species	
Memory bench program - new	\$750/bench (includes placard)	
Memory bench program - existing	\$600/bench (includes placard)	
Brick Pavers		\$75
Kidsville Pickets		\$50
Kidsville Tiles		\$25
Recreation Center Facility Rates		
Multi-purpose Room rental (2 hour minimum):		
resident	\$30/hr	
nonresident	\$45/hr	
Gym rental (2 hour minimum):		
resident	\$40/hr	
nonresident	\$55/hr	
Meeting room rental (2 hour minimum):		
resident	\$25	
nonresident	\$35	
Gym - walk-in (1 day)	\$1	
Gym - contracted lessons (P&R receives 20% of fee)	80/20% split	
Kitchen rental:		
residential	\$25/hr	
nonresidential	\$35/hr	
Facility Rental Deposit		\$50
Admission Rate	\$25/hr	
(if admission is charged, this additional hourly rate applies to each room rented)		
After hours rentals (per room) shall incur an additional rental rate	\$15/hr room rental + \$20/hr staff	
and staff supervisor fee		
Park Fees		
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident	
Union Point Park Green space - per side (adjacent to gazebo)	\$40/hr resident; \$70/hr nonresident	\$50/hr resident/\$80/hr nonresident
Park Green Space - Small		\$40/hr resident; \$70/hr nonresident
Park Green Space - Medium		\$50/hr resident; \$80/hr nonresident
Park Green Space - Large		\$60/hr resident; \$90/hr nonresident
Shelter reservation:		
resident (half day - up to 4 hours)	\$20-\$30 based on location	
nonresident (half day - up to 4 hours)	\$30-\$40 based on location	
resident (full day - up to 8 hours)	\$30-\$45 based on location	
nonresident (full day - up to 8 hours)	\$40-\$55 based on location	
company inside city (half day - up to 4 hours)	\$25-\$45 based on location	
company outside city (half day - up to 4 hours)	\$40-\$60 based on location	
company inside city (half day - up to 8 hours)	\$30-\$60 based on location	
company outside city (half day - up to 8 hours)	\$40-\$70 based on location	
Sprayground (Daily Admission before noon for group reservations)	\$1 resident/\$3 nonresident	
Summer camps:		
bear bunch camp (per session)	\$75 resident/\$95 nonresident	
cooking camp	\$105 resident/\$125 nonresident	
sports camp	\$75 resident/\$95 nonresident	
teen camp	\$75 resident/\$95 nonresident	
y.e.s. camp	\$25 for 1st/\$20 each additional resident	
y.e.s. camp	\$35 for 1st/\$30 each additional nonresident	
Adventure Camp		\$100 resident/\$125 nonresident

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Swim lesson sessions - 8 classes per session	\$40 resident/\$70 nonresident	
(Reduced rate of \$10 per session available for City residents who qualify (application available))		
Youth sports:		
Youth football and cheerleading	\$50 resident/\$80 nonresident	
Youth basketball	\$40 resident/\$70 nonresident	
Youth baseball	\$20 resident/\$50 nonresident	\$20-\$40 resident/\$30-\$50 nonresident
Youth Soccer		\$40 resident/\$70 nonresident
Youth Lacrosse		\$40 resident/\$70 nonresident
Youth road races (per participant)	\$30 resident/\$45 nonresident	
Fishing Tournament Attendant (opening/closing)		\$25/hr
Community Garden (per space)		\$25
<i>NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are limited to 12 hours per day. Rentals exceeding these hours will require director approval</i>		
6. Development Services:	FEES	
Certificate of zoning compliance letter	\$27	
Conditional use permit	\$375	
Historic Preservation - Minor works	\$22	
Historic Preservation - Major works requiring design review	\$107	
Historic Preservation - Major works not requiring design review	\$27	
Homeowners recovery fee (single family dwelling only)	\$10	
Site Plan review	\$214	
Special use permit	\$321	
Subdivision plan review	\$161	
P&Z General Subdivision Plan Review Application	\$161 or \$11/lot whichever is greater	
Subdivision application - final review	\$214 or \$27/lot whichever is greater	
Subdivision application - minor plats & recombination	\$107	
Telecommunication - New wireless support structure		1500 per section 15-170
Telecommunication - other		\$500
Zoning compliance	\$22	
Zoning compliance - Residential flood plain	\$54	
Zoning compliance - Commercial flood plain	\$107	
Zoning permit	\$38	
Administrative Fees:		
Weed and debris clearance	\$71	
Removing abandoned vehicles	\$71	
Boarding up buildings (MHC)	\$84	
Starting work without a permit	1st-\$107 + permit; 2nd-\$161 + permit 3rd-\$214 + permit; 4th-\$268 + permit	
Convenience fee for online payment	\$5.00	
Building permit (+ \$17 compliance fee)		
Residential (min. chg \$38)	heated \$0.21/sf; unheated \$0.16/sf	
(single family/townhouse/duplex - per unit for multicomplex)		
Commercial (min chg \$38)	\$0.18/sf	
Building permit - Demolition (+ \$17 compliance fee)	residential \$161; commercial \$321	
Building permit - Manufactured mobile home		
singlewide/construction trailer; doublewide; triplewide	\$107; \$161; \$214	
Building permit-Renovations to existing bldg (+\$17 compliance fee)	\$0.16/sf; min \$38	
(per unit for multicomplex)		
Certificate of occupancy	\$27/unit	
Inspections	Incl. in Bldg permit fee	
Inspections - Building compliance	\$107 residential; \$161 commercial	
	\$75 group homes	
Inspections - Minimum housing as notified by Customer Service cutoffs	\$38	
Inspections - Reinspection (bldg, elec, plbg, hvac, insulation)	\$75/ea	
Inspections - Plan review, residential up to 1,500 sf	\$54	
Inspections - Plan review, residential over 1,500 sf	\$81	
Inspections - Plan review, commercial up to 20,000 sf	\$214	
Inspections - Plan review, commercial 20,001-40,000 sf	\$268	
Inspections - Plan review, commercial 40,001 or greater	\$428	
Permit - Electrical (signs & billboards)	\$43	
Permit - Electrical (temporary buildings)	\$100	

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

Permit - Electrical	60-150 amp - \$54; 200 amp - \$65
	400 amp - \$75; 401-600 amp - \$86
	601-800 amp - \$97
	801-1000 amp - \$107
	1001-1600 amp - \$118
	over 1600 amp - \$120 + \$11 for each
	add'l 100 amp
Permit - Electrical heating & cooling	\$17/each
Permit - Electrical outlets & wall switches	\$33 for 1-5; \$43 for 6-50;
	\$65 for 51-100; \$81 for 101-200
	\$2 each over 200
Permit - Electrical light fixtures	\$3
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$17/each
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$17
Permit - Electrical disconnects & subpanels	\$13/each
Permit - Gas piping & distribution system (residential)	\$22
Permit - Gas appliances	\$17
Permit - Gas refrigeration - coolers/freezers (each unit)	\$27
Permit - Gas boilers/water heaters (each unit)	\$22
Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee)	
Residential (min. chg \$38)	\$54 per unit + \$27/ea. add'l unit
Commercial (min chg \$38)	\$65 per unit + \$33/ea. add'l unit
Permit - Mechanical Residential (HVAC)	\$107 + \$54/ea add'l unit
Permit - Mechanical Commercial (HVAC) - roof or ground level units	\$43 + \$7/ton
Permit - Plumbing each fixture	\$11
Permit - Plumbing, backflow preventer (in system)	\$22
Permit - Plumbing, floor drain & grease traps	\$11
Permit - Plumbing, heat pump connections	\$22/each
Permit - Plumbing, lawn sprinkler	\$33
Permit - Plumbing, water distribution system	\$17
Permit - Plumbing, replace or alter existing system	\$17
Permit - Plumbing, sewer distribution system	\$17
Permit - Signs (building permit - based on sign value)	\$1 - \$500 = \$65;
	\$501-\$1,000 = \$75
	\$1,001-\$5,000 = \$86
	\$5,001-\$10,000 = \$97
	over \$10,000 = \$107
Permit - Signs (shopping center master)	\$214
Permit - Signs (temporary, permanent) (additional fees may apply)	\$33
Permit - Tree removal	\$22
7. POLICE: (Code Section 42-32)	FEES
Accident report	N/C
Citizens Academy fee	\$25
False Alarm	\$50 on and after 3rd offense
Alarm Registration Fee	\$25
Alarm Reinstatement Fee	\$50
Non-Permitted Alarm System	\$250
Alarm Appeal Fee	\$25
Illegal Use of Automatic Voice Dialer	\$100
Fingerprinting	\$10
Funeral escorts	\$50 per escort w/48 hrs notice;
	\$100 per escort w/o 48 hrs notice
	\$27/hr (5am to 11pm); \$35/hr
Off-duty fee	(11pm to 5am), 3hr. min. pd to officer

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

Off-duty fee for Federal/City Holiday	\$35/hr (5am to 11pm); \$40/hr (11pm to 5am), 3hr. min. pd to officer	
Pawnbroker - initial license application fee		\$50
Pawnbroker - renewal license fee		\$25
Permit - Alarm Registration (first permit/annual renewal)		\$25
Permit - Alarm failure to register		N/C
Permit - Outdoor amplified sound		N/C
Precious Metal Permits:		
Dealer permits (annual)		\$180
Special occasion permit		\$180
Employee certificate of compliance		\$10
Employee certificate of compliance (annual renewal fee)		\$10
Fingerprints (processed for dealer permits - SBI fee)		\$38
Wrecker - (includes inspection)	\$250 to be on rotation list	
Parking Penalties (Code Section 70-235)	\$25, see code for further details	
8. PUBLIC ASSEMBLY (PARADES AND FESTIVALS): (Code Section 66-10)	FEES	
City Sponsored Event Fees:		
Vendor Permit Fee		\$25
Food Vendor Service Fee		\$35
NonCity Sponsored Event Fees:		
Vendor Permit Fee		\$35
Food Vendor Service Fee		\$45
Barricade		\$5 ea
City Labor: (Hourly Rates)		
Fire - Lieutenant/Inspector		\$29
Fire - Specialist		\$23
Police - Officers (On Duty Rate)		\$35
Police - Officers (Off Duty Rate)		\$27
Public Works - Supervisor		\$35
Public Works - Equipment Operator		\$26
Public Works - Maintenance Worker		\$22
Recreation - Supervisor (per person)		\$35
Recreation - Park Staff (per person)		\$22
9. PUBLIC WORKS: (Code Sections 66-12)	FEES	
Repair Fees:		
Labor	Hourly rate with benefits*	
Material	Actual cost	
Equipment trucks	Hourly rate per FEMA schedule*	
*see explanation at the end of this Fee Schedule		
Permit - Sidewalk Café		\$150
Permit - Nonprofit street banners		\$75
Public nuisance	Hourly Equip rate per FEMA schedule	
	schedule + Labor	
Safety cones (use)		\$2
Safety cones (replacement)		\$25
Signs - regulatory / right-of-way	Material cost + labor	
Signs - Community watch	Material cost + labor	
Signs - Handicapped	Material cost + labor	
Signs - Hardware (1 set)	Material cost + labor	
Signs - Maximum penalty	Material cost + labor	
Signs - No parking-fire lane	Material cost + labor	
Signs - Van accessible	Material cost + labor	
Street closings (right-of-way abandonments)	\$500 plus cost of advertising	

SCHEDULE OF FEES AND CHARGES*
CITY OF NEW BERN
EFFECTIVE JULY 1, 2020

10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$14.75 /month+ \$14.75 ea addl
Dumpster services - 2 yd (1x week service)	\$29.49/month
Dumpster services - 4 yd (1x week service)	\$58.98/month
Dumpster services - 6 yd (1x week service)	\$88.47/month
Dumpster services - 8 yd (1x week service)	\$117.96/month
Refuse container	1 @ no charge
Residential service (65-gal cart / 1x week service)	\$14.75
Seniors Exemption Credit	50% of residential service
11. UTILITIES - ELECTRIC: (Code Section 74-46)	FEES
Electric rates	See rate ordinance adopted 7/1/17
Additional fee if service needs to be disconnected by	
City personnel at pole due to meter/service tampering	\$160
City personnel at pole due to delinquency	\$160
Changed payment arrangement fee	\$30
Connection/Transfer Fee	\$30
Connection/Transfer Fee - holidays, weekends and after 11 am weekdays	\$75
Delinquent Fee (for bills unpaid after 10th day following due date)	\$30
Deposit - Residential (exempt with excellent credit score)	2x highest bills in last 24 months
(refunded after 18 months with good payment history)	Not to exceed \$500
Deposit - Commercial/Industrial	2x highest bills in last 24 months
(refunded after 60 months with good payment history)	
Fee if payment is not made in night drop as agreed	\$100
Late penalty (payments received after due date)	5% of monthly bill
Meter change out fee	\$155
Meter Diversion Fee (Meter Tampering Investigation)	\$400
Meter test for meters less than 5 years old payable in advance	\$75
(refunded if meter fails test)	
Payment Arrangement Fee	N/C
Reconnection Fee during normal business hours for delinquency	\$25
Reconnection Fee 7:30 PM to 11:00 PM for delinquency	\$75
Reconnection Fee after 11 PM or on weekends for delinquency	\$150
Temporary electric service and/or utility pole	
Load management switch recovery fee	Cost of switch from latest bid
Extra facilities charge	2% installed costs min. 5yrs, \$75/mo.
Additional pole	\$350
OH extension beyond two pole spans	\$1.05/ft.
UG line extension beyond 300 ft.	\$7.70/ft.
OH to UG conversion of service	\$735
UG Crossings	Sidewalk - \$115; paved driveway - \$460; street - \$950 water; sewer or gas - \$345
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$310
Service drop after normal working hours (24-hr notice req'd)	\$100/hr 2 hr min.; if service is req'd to be reconnected, a min. chg of 4 hrs applies
Repair Fees:	
Labor	Hourly Employee Rate w/Benefits
Material	Actual Warehouse cost + 10%
Equipment /Trucks	Hourly Rate per FEMA schedule
12. UTILITIES - WATER AND SEWER: (Code Sections 74-97 and 74-121)	FEES
Water and sewer system development fees and connection fees	See ordinance adopted 6/12/18
Water and sewer rates	See ordinance adopted 6/23/15
13. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250

SCHEDULE OF FEES AND CHARGES*
 CITY OF NEW BERN
 EFFECTIVE JULY 1, 2020

Pretreatment - Permit renewal	\$500	
Pretreatment - Annual administrative fee	\$300	
Pretreatment - Annual inspection	\$100	
Pretreatment - Permit fine	\$250	
Pretreatment - Admin. Fee for monthly review	\$100/month	
Pretreatment - Unscheduled sampling	\$500 + analyses chrg	
Pretreatment - Permit limit violation	\$100	
Pretreatment - Technical review criteria	\$250	
Pretreatment - Significant noncompliance	\$500	
Pretreatment - BOD		
surcharge ceiling conc. (mg/L)	\$350	
surcharge cost per pound	\$0.15	
charge for analysis	contract labor cost	
Pretreatment - TSS		
surcharge ceiling conc. (mg/L)	\$250	
surcharge cost per pound	\$0.27	
charge for analysis	contract labor cost	

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting the Budget Ordinance for Fiscal Year 2020-2021

Date of Meeting: 6/9/2020	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	A public hearing was held on the proposed budget on May 26, 2020. There are no changes to the proposed budget. The FY2020-21 budget ordinance to be approved by the Board is attached.
Actions Needed by Board:	Adopt Ordinance for the FY2020-21 Budget
Backup Attached:	Memo; Budget Ordinance

Is item time sensitive? Yes No

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

Cost of Agenda Item:

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

Additional Notes:



Aldermen

Sabrina Bengel
Jameesha 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
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Mary M. Hogan - Director of Finance
DATE: June 3, 2020
RE: Adoption of the FY2020-21 Annual Budget Ordinance

Current

The City Manager recommended budget for FY2020-21 has been prepared, reviewed by the Board of Aldermen, and made available for public inspection. The public hearing was held on May 26, 2020.

Requested Action

The Board consider adopting the attached FY2020-21 Annual Budget Ordinance at its June 9, 2020 meeting.

BUDGET ORDINANCE 2020-2021
CITY OF NEW BERN, NORTH CAROLINA

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN, NORTH CAROLINA:

SECTION 1. The following amounts are hereby appropriated for the operation of the City of New Bern beginning July 1, 2020 and ending June 30, 2021 according to the following schedules:

SCHEDULE A - GENERAL FUND

Governing Board	277,876
Administration	625,023
Legal	240,151
Elections	0
Special Appropriations	124,700
PEG	49,660
Information Technology	1,755,569
Finance:	
Accounting	1,162,946
Warehouse	367,263
Human Resources	565,976
Police	10,535,173
Emergency 911 Support	147,990
Parking	27,738
Fire	6,688,627
Recreation:	
Administration	883,216
Facilities	1,168,988
Parks & Grounds	1,604,845
Development Services	1,756,806
Public Works	
Administration	477,438
Insurance	723,000
Garage	1,584,507
Public Buildings	989,246
Streets	2,904,249
Stormwater Maintenance	550,497
Debt Service	1,872,802
Interfund Transfers	119,522
Contingency	72,000
	<hr/>
TOTAL GENERAL FUND	37,275,808

SCHEDULE B - MUNICIPAL SERVICE DISTRICT FUND

Municipal Service District	<u>301,694</u>
TOTAL MUNICIPAL SERVICE DISTRICT FUND	301,694

SCHEDULE C - WATER FUND

Water Resources Administration	620,992
Water Treatment	2,726,846
Water Distribution Maintenance	2,218,948
Water Debt Service	2,889,100
Shared Services Charges	1,742,173
Interfund Transfers & Transfer Supports	333,865
Contingency	<u>94,381</u>
TOTAL WATER FUND	10,626,305

SCHEDULE D - SEWER FUND

Sewer Treatment	3,363,693
Sewer Collection System Maint.	4,122,016
Sewer Debt Service	2,392,101
Shared Services Charges	2,085,878
Interfund Transfers & Transfer Supports	487,167
Contingency	<u>0</u>
TOTAL SEWER FUND	12,450,855

SCHEDULE E - ELECTRIC FUND

Electric Administration	1,075,624
Distribution O&M	6,346,133
Power Supply	37,401,081
Communications Control	665,489
Utility Business Office	1,989,657
Customer and Payment Services	963,964
Electric Debt Service	1,781,737
Shared Services Charges	1,654,533
Interfund Transfers & Transfer Supports	3,040,034
Contingency	<u>0</u>
TOTAL ELECTRIC FUND	54,918,252

SCHEDULE G - EMPLOYEES' BENEFIT INSURANCE FUND

Employee Benefits 7,053,890

TOTAL EMPLOYEES' BENEFIT INSURANCE FUND 7,053,890

SCHEDULE H - EMERGENCY TELEPHONE SYSTEM FUND

E-911 437,611

TOTAL EMERGENCY TELEPHONE SYSTEM FUND 437,611

SCHEDULE I - POLICE SPECIAL REVENUE FUND

Police Special Revenue 31,229

TOTAL POLICE SPECIAL REVENUE FUND 31,229

SCHEDULE J - COMMUNITY DEVELOPMENT FUND

Community Development 1,080

TOTAL COMMUNITY DEVELOPMENT FUND 1,080

SCHEDULE K - GRANTS FUND

Contingency 0

TOTAL GRANTS FUND 0

SCHEDULE L - PUBLIC-PRIVATE PARTNERSHIPS FUND

Partnerships Programs 10,000

TOTAL PUBLIC-PRIVATE PARTNERSHIPS FUND 10,000

SCHEDULE M - WATER CAPITAL RESERVE FUND

Water Capital Reserve	<u>5,025</u>
TOTAL WATER CAPITAL RESERVE	5,025

SCHEDULE N - SEWER CAPITAL RESERVE FUND

Sewer Capital Reserve	<u>3,475</u>
TOTAL SEWER CAPITAL RESERVE FUND	3,475

SCHEDULE O - RATE STABILIZATION FUND

Rate Stabilization	<u>382,015</u>
TOTAL RATE STABILIZATION FUND	382,015

SCHEDULE P - SEWER DEBT SERVICE RESERVE FUND

Transfer to Sewer Fund	<u>281,618</u>
TOTAL SEWER DEBT SERVICE RESERVE FUND	281,618

SCHEDULE Q - MPO PLAN GRANT

MPO PLAN GRANT	206,290
MPO PLAN GRANT (5303)	<u>25,000</u>
TOTAL MPO PLAN GRANT FUND	231,290

SCHEDULE R - EQUITABLE SHARING - US DEPARTMENT OF JUSTICE

EQUITABLE SHARING	<u>8,308</u>
TOTAL EQUITABLE SHARING US DEPT OF JUSTICE	8,308

SCHEDULE S - Equitable Sharing US Dept of Treasury

EQUITABLE SHARING	<u>0</u>
TOTAL EQUITABLE SHARING US DEPT OF TREASURY	0

SCHEDULE T- SOLID WASTE

Solid Waste	3,147,204
Solid Waste Debt Service	51,186
Interfund Transfers & Transfer Supports	129,287
Shared Services Charges	4,405
Contingency	<u>0</u>
TOTAL SOLID WASTE	3,332,082

SECTION 2. It is estimated that revenues from the following major sources will be available for the fiscal year beginning July 1, 2019 and ending June 30, 2020 to meet the foregoing schedules:

SCHEDULE A - GENERAL FUND

Taxes & Licenses	22,796,733
Intergovernmental Revenue	3,649,000
Investment Earnings	320,500
Miscellaneous Revenue	216,250
Interfund Reimbursement	3,736,740
Interfund Transfers	3,934,943
Proceeds from Borrowing	1,510,673
Police Revenues	247,387
Fire Revenues	37,423
Recreation Revenues	188,359
Permits and Fees	618,000
Public Works Revenues	19,800
Fund Balance Appropriated	<u>0</u>
TOTAL GENERAL FUND	37,275,808

SCHEDULE B - MUNICIPAL SERVICE DISTRICT FUND

Taxes	287,134
Investment Earnings	1,000
Parking Fees	<u>13,560</u>
TOTAL MUNICIPAL SERVICE DISTRICT FUND	301,694

SCHEDULE C - WATER FUND

Charges for Sales & Service	9,850,000
Investment Earnings	34,100
Miscellaneous Revenue	191,500
Interfund Reimbursements	304,045
Proceeds from Borrowing	130,000
Fund Balance Appropriated	<u>116,660</u>
TOTAL WATER FUND	10,626,305

SCHEDULE D - SEWER FUND

Charges for Sales & Service	11,578,600
Investment Earnings	30,100
Miscellaneous Revenue	18,600
Proceeds from Borrowing	75,000
Transfer from Other Funds	281,618
Fund Balance Appropriated	<u>466,937</u>
TOTAL SEWER FUND	12,450,855

SCHEDULE E - ELECTRIC FUND

Charges for Sales & Service	52,751,000
Investment Earnings	90,350
Miscellaneous Revenue	123,731
Interfund Reimbursements	1,571,156
Transfer from Other Funds	382,015
Fund Balance Appropriated	<u>0</u>
TOTAL ELECTRIC FUND	54,918,252

SCHEDULE G - EMPLOYEES' BENEFIT INSURANCE FUND

Investment Earnings	13,750
Interfund Reimbursements	<u>7,040,140</u>
TOTAL EMPLOYEES' BENEFIT INSURANCE FUND	7,053,890

SCHEDULE H - EMERGENCY TELEPHONE SYSTEM FUND

State 911 Distributions	306,829
Investment Earnings	0
Fund Balance Appropriated	<u>130,782</u>
TOTAL EMERGENCY TELEPHONE SYSTEM FUND	437,611

SCHEDULE I - POLICE SPECIAL REVENUE FUND

Restricted Police Revenue	<u>31,229</u>
TOTAL POLICE SPECIAL REVENUE FUND	31,229

SCHEDULE J - COMMUNITY DEVELOPMENT FUND

Fund Balance Appropriated	<u>1,080</u>
TOTAL COMMUNITY DEVELOPMENT FUND	1,080

SCHEDULE K - GRANTS FUND

Transfer from General Fund	<u>0</u>
TOTAL GRANTS FUND	0

SCHEDULE L - PUBLIC-PRIVATE PARTNERSHIPS FUND

Transfer from General Fund	<u>10,000</u>
TOTAL PUBLIC-PRIVATE PARTNERSHIPS FUND	10,000

SCHEDULE M - WATER CAPITAL RESERVE FUND

Investment Earnings	<u>5,025</u>
TOTAL WATER CAPITAL RESERVE	5,025

SCHEDULE N - SEWER CAPITAL RESERVE FUND

Investment Earnings	<u>3,475</u>
TOTAL SEWER CAPITAL RESERVE FUND	3,475

SCHEDULE O - RATE STABILIZATION FUND

Fund Balance Appropriated	<u>382,015</u>
TOTAL RATE STABILIZATION FUND	382,015

SCHEDULE P - SEWER DEBT SERVICE RESERVE FUND

Fund Balance Appropriated	<u>281,618</u>
TOTAL SEWER DEBT SERVICE RESERVE FUND	281,618

SCHEDULE Q - MPO PLAN GRANT FUND

Grant Revenue	182,013
Grant Revenue (5303)	25,000
Transfer from General Fund	<u>24,277</u>
TOTAL MPO PLAN GRAND FUND	231,290

SCHEDULE R - EQUITABLE SHARING US DEPARTMENT OF JUSTICE

Investment Earnings	0
Restricted Police Revenue	8,308
Fund Balance Appropriated	<u>0</u>
TOTAL EQUITABLE SHARING US DEPT OF JUSTICE	8,308

SCHEDULE S - EQUITABLE SHARING US DEPARTMENT OF TREASURY

Restricted Police Revenue	<u>0</u>
TOTAL EQUITABLE SHARING US DEPT OF TREASURY	0

SCHEDULE T - SOLID WASTE

Charges for Sales & Service	3,260,000
Miscellaneous Revenue	<u>72,082</u>
TOTAL SOLID WASTE	3,332,082

SECTION 3.

(a)

There is hereby levied a tax at the rate of forty-eight and twenty-two hundredths cents (\$0.4822) per one hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2020, for the purpose of raising the revenue listed in "Taxes & Licenses" in Schedule A - General Fund in Section 2 of this ordinance. This rate is based on an estimated total valuation of Property for the purpose of taxation of \$3,318,500,000 and an estimated rate of collection of 98.5%.

(b) There is hereby levied an additional tax at the rate of thirteen and seventy-five hundredths cents (\$0.1375) per hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2020, on all property located in Municipal Service District, as defined and established by resolution adopted by the Board of Aldermen of the City of New Bern on June 27, 1978, expanded on June 26, 1986, and amended on January 8, 2008, for the purpose of raising revenue listed in Schedule B - Municipal Service District Fund in Section 2 of this Ordinance.

SECTION 4. Special Authorization - Budget Officer

- (a) The Budget Officer and Director of Finance shall be authorized to reallocate appropriations within departments and among the various line accounts not organized by departments as he or she deems necessary.
- (b) Interfund transfers and transfer supports, established in the Budget Ordinance, may be accomplished without additional approval from the Board.

SECTION 5. Restrictions - Budget Officer

- (a) Interfund transfers and transfer supports of monies, except as noted in Section 5(b), shall be accomplished by Board of Aldermen authorizations only.
- (b) Utilization of appropriations contained in Contingencies and Appropriations to Fund Balance may be accomplished only with specific approval of the Board of Aldermen.

SECTION 6.

The Director of Finance is authorized to write off accounts receivable 120 or more days delinquent and to place said accounts in a collection status.

SECTION 7.

The use of facsimile signatures for checks and other documents is re-authorized as established by a resolution adopted by the Board of Aldermen of the City of New Bern on the 9th day of December, 1986.

SECTION 8.

Copies of this Budget Ordinance shall be filed with the Budget Officer, Director of Finance and City Clerk.

SECTION 9.

This Ordinance shall take effect on July 1, 2020.

ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Resolution Authorizing Repayment Terms for Non-Residential Utility Customers

Date of Meeting: 6/9/2020	Ward # if applicable: N/A
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Review and execution of Resolution establishing payment terms for non-residential utility customers.
Actions Needed by Board:	Execution by Mayor Outlaw
Backup Attached:	Memo, Resolution, Electricities Summary of Executive Order, Copy of Executive Order 124, Power Point presentation on Executive Order 124

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

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

Additional Notes: N/A



NEW BERN

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

TO: Mayor Outlaw, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Mark Stephens, City Manager; File

SUBJECT: Resolution Authorizing Repayment Terms for Non-Residential Utility Customers

DATE: June 4, 2020

Governor Roy Cooper's Executive Order 124 suspended utility disconnects for non-payment and specified the administration of late fees and payment plans for residential utility customers from March 31, 2020 through May 31, 2020. Since that time, Executive Order 142 has effectively extended the expiration of EO124 thru July 29, 2020.

Staff has prepared a resolution that establishes payment terms for non-residential utility customers that have past due balances between March 16th and May 31st, 2020.

A copy of the resolution and previous presentation material is attached for your reference, as well as the entire Executive Order and a summary of the Executive Order from Electricities.

**RESOLUTION TO ESTABLISH REPAYMENT TERMS FOR NON-RESIDENTIAL
ELECTRIC CUSTOMERS FOR THE PERIOD OF
MARCH 16, 2020 THROUGH MAY 31, 2020**

THAT WHEREAS, Governor Roy Cooper's Executive Order 124 suspended electric utility disconnects for non-payment, and specified the administration of late fees and payment plans for residential utility customers from March 31 through May 31, 2020; and

WHEREAS, the Board of Aldermen of the City of New Bern adopted a policy to suspend electric utility disconnects for non-payment effective as of March 16, 2020; and

WHEREAS, the Board of Aldermen desires to establish a policy regarding the administration of late fees and payment plans for non-residential electric utility customers such that non-residential customers shall have a three (3) month repayment period beginning June 1, 2020; and

WHEREAS, the Board of Aldermen desires that the aforementioned repayment policy be applied to non-residential electric utility accounts that have unpaid balances on service invoices that have a due date within the period of March 16, 2020 through May 31, 2020.

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

Section 1. The Board of Aldermen of the City of New Bern hereby establishes an electric utility customer repayment policy for unpaid balances on non-residential customer service invoices that have a due date within the period of March 16, 2020 through May 31, 2020 as follows:

- (1) Past due balances on service invoices that have a due date within the period of March 16, 2020 through May 31, 2020 shall be divided by three (3), with the resulting sum (1/3rd) being added to each subsequent monthly invoice beginning on June 1, 2020.
- (2) Repayment Obligation: During each customer's respective repayment period as described above, each monthly invoice (which includes charges for current services plus the past due portion) shall be paid in full by the due date reflected on the monthly service statement. Failure to pay each monthly invoice in full by the due date reflected on the monthly service statement shall result in a disconnection of electric utility service.

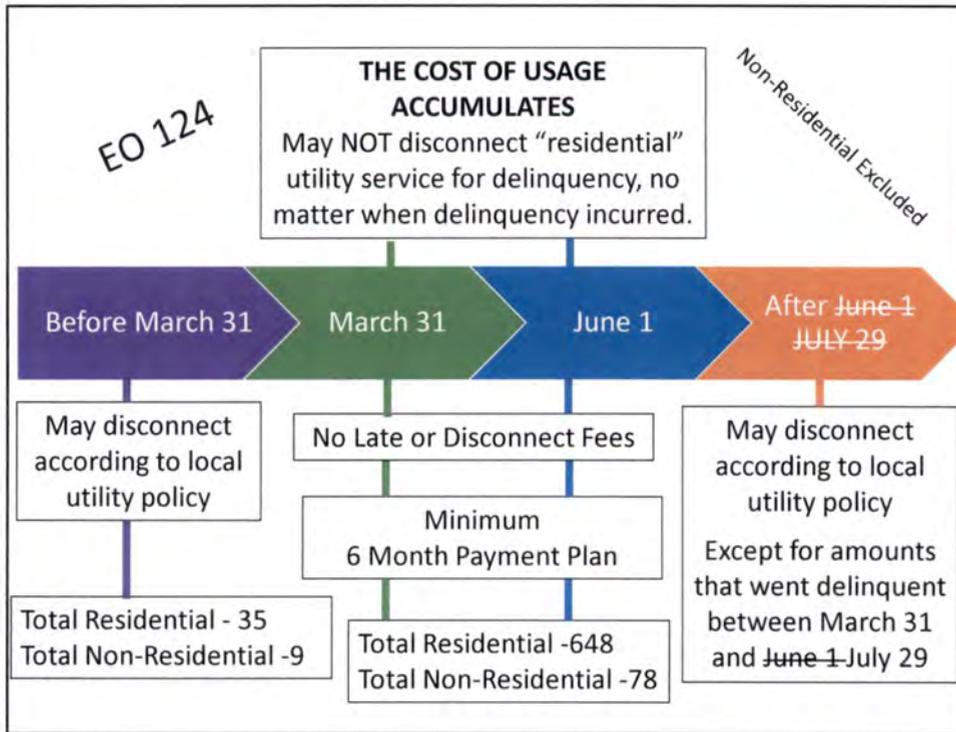
Section 2. That except as otherwise specifically provided herein, all other provisions of the City of New Bern's electric utility collection policy shall remain unchanged and in full force and effect.

Section 3. This resolution shall be effective as of June 1, 2020.

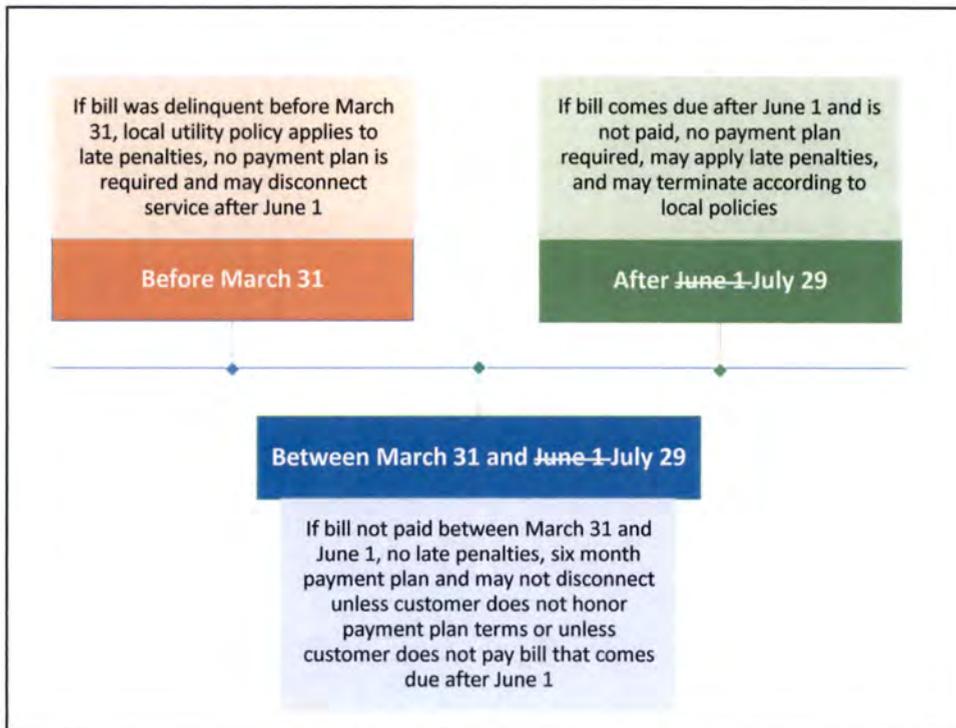
ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

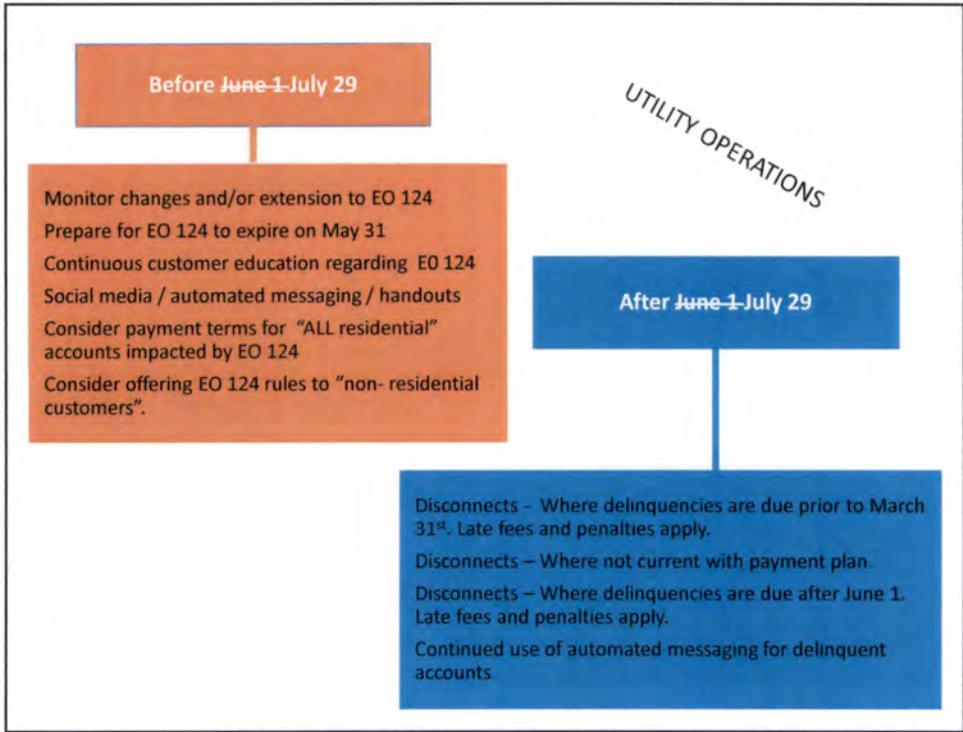
BRENDA E. BLANCO, CITY CLERK



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State of North Carolina

ROY COOPER

GOVERNOR

March 31, 2020

EXECUTIVE ORDER NO. 124

ASSISTING NORTH CAROLINIANS BY PROHIBITING UTILITY SHUT-OFFS, LATE FEES, AND RECONNECTION FEES; PROVIDING GUIDANCE ABOUT RESTRICTIONS ON EVICTIONS; AND ENCOURAGING TELECOMMUNICATIONS PROVIDERS, BANKS, AND MORTGAGE SERVICERS TO PROVIDE ASSISTANCE AND FLEXIBILITY TO THEIR CUSTOMERS

WHEREAS, on March 10, 2020, the undersigned issued Executive Order No. 116 which declared a State of Emergency to coordinate the State's response and protective actions to address the Coronavirus Disease 2019 (COVID-19) public health emergency and to provide for the health, safety, and welfare of residents and visitors located in North Carolina ("Declaration of a State of Emergency"); and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, *et seq.* and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared that the COVID-19 pandemic in the United States constitutes a national emergency, retroactive to March 1, 2020; and

WHEREAS, the undersigned has issued Executive Order Nos. 117 – 122 for the purposes of protecting the health, safety and welfare of the people of North Carolina; and

WHEREAS, on March 25, 2020, the President of the United States, pursuant to Section 401 of the Stafford Act, approved a Major Disaster Declaration, FEMA-4487-DR, for the State of North Carolina; and

WHEREAS, the North Carolina Department of Health and Human Services ("NCDHHS") has confirmed the number of cases of COVID-19 in North Carolina continues to rise and has lab documentation that community spread has occurred; and

WHEREAS, hospital administrators and health care providers have expressed concerns that unless the spread of COVID-19 is limited, existing health care facilities may be insufficient to care for those who become sick; and

WHEREAS, to mitigate further community spread of COVID-19 and to reduce the burden on the state's health care providers and facilities, it is necessary to limit person-to-person contact in workplaces and communities; and

WHEREAS, such limitations on person-to-person contact are reasonably necessary to address the public health risk posed by COVID-19; and

WHEREAS, due to the State of Emergency, many North Carolinians must stay home, many must also work from home, and many businesses have been ordered closed, to slow the spread of COVID-19, and any dislocations that require people to leave their homes increase the risk of spread; and

WHEREAS, any disruptions or dislocations that would require people to leave their homes increase the risk of spread of COVID-19; and

WHEREAS, the economic effects of the pandemic have broadly affected utility customers across the state; and

WHEREAS, utility services are essential to the continued health and safety of residential utility customers, to the ability of workers and employers to engage in teleworking, and to the continued economic viability of business utility customers, even as the economic effects of the pandemic threaten customers' ability to pay for those utility services; and

WHEREAS, on March 19, 2020, the North Carolina Utilities Commission ("Utilities Commission" or "Commission") issued an Order Suspending Utility Disconnections for Non-Payment, Allowing Reconnection, and Waiving Certain Fees; and

WHEREAS, the Utilities Commission's March 19, 2020 order applied to only some of the utilities that are necessary for the continued well-being of North Carolina residents and the continued viability of North Carolina businesses; and

WHEREAS, the undersigned has determined that it is in the best interest of the people of North Carolina to enact, for all utilities, prohibitions and restrictions similar to and consistent with the Utilities Commission's March 19, 2020 order; and

WHEREAS, during this emergency, North Carolinians rely heavily on mass media and telecommunications systems as part of multiple critical activities, including (1) the public dissemination of critical information regarding governmental orders and advisories in response to COVID-19, including stay at home orders, shifts in the public school calendar, and announcements regarding the availability of resources; (2) educational activities, as students and educators have been required to stay at home but are continuing to participate in educational and instructional activities, many of which require the use of online resources and means of communication; (3) the provision of remote tele-medicine services, as urged by NCDHHS, to preserve healthcare system capacity to address the COVID-19 pandemic; and (4) teleworking that allows many businesses, non-profits, governmental agencies, and other organizations to continue to carry out their essential functions; and

WHEREAS, to minimize the possibility of mandatory measures that may need to be taken in the future, the undersigned urges all telecommunications companies serving North Carolina customers to voluntarily provide flexibility to their customers, including through the measures set forth below; and

WHEREAS, the economic effects of the COVID-19 pandemic have led to loss of income for many in North Carolina, making it difficult for many to make timely rental housing payments, creating a risk of eviction; and

WHEREAS, evictions and disconnections of utility services would exacerbate public health and safety risks because of dislocated customers; and

WHEREAS, in orders issued on March 13 and March 19, 2020, the Chief Justice of the Supreme Court of North Carolina exercised her authority under N.C. Gen. Stat. § 7A-39(b)(2) to order most district court and superior court proceedings to be scheduled or rescheduled no sooner than April 17, 2020; and to order that pleadings, motions, notices, and other documents and papers that were or are due to be filed in any county of this state on or after March 16, 2020 and before the close of business on April 17, 2020 in civil actions, criminal actions, estates, and special proceedings shall be deemed to be timely filed if they are filed before the close of business on April 17, 2020; and to order that all other acts that were or are due to be done in any county of this state on or after March 16, 2020 and before the close of business on 17 April 2020 in civil actions, criminal actions, estates, and special proceedings shall be deemed to be timely done if they are done before the close of business on April 17, 2020; and

WHEREAS, the U.S. Department of Housing and Urban Development issued an order dated March 18, 2020, imposing a sixty (60) day moratorium on evictions and foreclosures for single family homeowners with FHA-insured mortgages; and

WHEREAS, the undersigned and the Attorney General wish to provide clear guidance to the public about the effect of the Chief Justice's order on evictions; and

WHEREAS, because of the economic effects of the COVID-19 pandemic, many North Carolinians are enduring financial hardship and financial insecurity; and

WHEREAS, the undersigned encourages North Carolina-licensed or North Carolina-regulated financial institutions, including but not limited to banks and mortgage servicers, to provide assistance and flexibility to their customers; and

WHEREAS, Executive Order No. 116 invoked the Emergency Management Act, and authorizes the undersigned to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, N.C. Gen. Stat. § 166A-19.10(b)(3) authorizes and empowers the undersigned to delegate any Gubernatorial vested authority under the Emergency Management Act and to provide for the subdelegation of any authority; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(7), the undersigned is authorized and empowered to utilize the services, equipment, supplies, and facilities of political subdivisions, and their officers and personnel are required to cooperate with and extend such services and facilities to the undersigned upon request; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(1), the undersigned may utilize all available state resources as reasonably necessary to cope with an emergency, including the transfer and direction of personnel or functions of State agencies or units thereof for the purpose of performing or facilitating emergency services; and

WHEREAS, pursuant to N.C. Gen. Stat. §§ 75-14, 75-15, 114-2(2), and 114-2(8), the Attorney General has the authority to bring civil actions to enforce compliance with the State's Unfair or Deceptive Trade Practices Act, to represent State agencies in litigation, and to institute or intervene in proceedings before any courts and regulatory bodies on behalf of the State and the using and consuming public; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(2), during a Gubernatorially declared State of Emergency, the undersigned has the power to “give such directions to state and local law enforcement officers and agencies as may be reasonable and necessary for the purpose of securing compliance with the provisions of this Article”; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(3), the undersigned may take steps to assure that measures, including the installation of public utilities, are taken when necessary to qualify for temporary housing assistance from the federal government when that assistance is required to protect the public health, welfare, and safety; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(3), the undersigned, with the concurrence of the Council of State, may regulate and control the maintenance, extension, and operation of public utility services and facilities; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(4), the undersigned, with the concurrence of the Council of State, may waive a provision of any regulation or ordinance of a State agency or political subdivision which restricts the immediate relief of human suffering; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(5), the undersigned, with the concurrence of the Council of State, may perform and exercise such other functions, powers, and duties as are necessary to promote and secure the safety and protection of the civilian population; and

WHEREAS, the undersigned has sought and obtained concurrence from the Council of State consistent with the Governor’s emergency powers authority in N.C. Gen. Stat. § 166A-19.30; and

WHEREAS, under the terms of N.C. Gen. Stat. § 166A-19.70(a), utilities are considered critical infrastructure for the State of North Carolina.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1. Assistance for North Carolina Utility Customers

For the reasons and pursuant to the authority set forth above, the undersigned orders as follows:

A. Definitions

1. In this Section of this Executive Order, “Utility Service Providers” means all political subdivisions, organizations, quasi-governmental entities, and businesses that provide directly to end-user residential customers electric, natural gas, water, or wastewater services, as well as all providers of a combination of these services.
2. This Section applies to all Utility Service Providers, regardless whether they are investor-owned public utilities, are private companies, are member-owned cooperatives, or are owned or operated by a political subdivision of the State or a quasi-governmental agency. This Section applies whether services are pre-paid or post-paid.
3. The restrictions placed on Utility Service Providers by this Section should, in cases of any ambiguity, be interpreted to be consistent with the restrictions imposed upon certain Utility Service Providers by the North Carolina Utilities Commission in its March 19, 2020 Order Suspending Utility Disconnections for Non-Payment, Allowing Reconnection, and Waiving Certain Fees, Docket M-2, Sub 158.

- B. Prohibiting utilities from terminating service.** No Utility Service Provider shall terminate the service of a residential customer for nonpayment. Utility Service Providers may terminate service of a customer when necessary as a matter of safety or when requested by the customer.

- C. **Late fees and payment arrangements.** A Utility Service Provider shall not bill or collect any fee, charge, penalty, or interest for a late or otherwise untimely payment that becomes due from the date of this Executive Order. Customers shall be provided the opportunity to make reasonable payment arrangements to pay off over at least a six (6) month period any arrearages accumulated during the effective period of this Executive Order and any order extending this Executive Order and 180 days thereafter. The six (6) month payoff period shall be calculated from the date of termination of this Section of this Executive Order or, if other applicable Executive Orders extend the protections of this Section, from the date of termination of the last Order that extends such protections; provided, however, that Utility Service Providers subject to the Utilities Commission's March 19, 2020 Order shall remain subject to the terms of that order after this Executive Order expires. No interest or late fee shall be charged on arrearages. No provision in this Executive Order shall be construed as relieving a customer of their obligation to pay bills for receipt of any service covered by this Executive Order.
- D. **Reconnection of service.** A Utility Service Provider is encouraged to reconnect previously disconnected service to the extent practicable and waive any penalties or reconnection fees, and any policies or ordinances that prevent re-connection of disconnected customers are suspended.
- E. **Payment assistance.** NCDHHS and the North Carolina Department of Environmental Quality shall work with Utility Service Providers to publicize payment assistance programs to aid customers, particularly customers qualified for the Low Income Energy Assistance Program, in the payment of their utility bills.
- F. **Notification.** Utility Service Providers shall reasonably inform their customers of the applicable provisions contained in this Executive Order through the means those providers most typically use to communicate urgent messages to customers, such as print, email, SMS text message, Internet, and phone calls. Utility Service Providers shall maintain reasonable records that show the notifications provided under this Section of this Executive Order and to whom those notifications were delivered.
- G. **Duration.** This Section shall remain in effect for sixty (60) days, unless rescinded or superseded by another applicable Executive Order; provided, however, that after that date, the provisions of this Section shall continue to apply to arrearages that accumulated while this Executive Order was in effect.
- H. **Limitations on this Section**
1. This Section applies to all ordinary monthly (or other periodically-issued) charges for service to residential customer locations in North Carolina by all Utility Service Providers, whether for their customers' business or personal use.
 2. This Section does not apply to additional optional services ordered by customers above their usual periodic charges, including, by means of example, options or services that the customer added on or after the date of this Executive Order in addition to their normal services.
 3. This Section does not apply to issuance or collection of special fees or penalties issued to customers for unusual use, such as fines or penalties for improper disposal or charges for extraordinary discharges of wastewater.
- I. **Effect on regulations and ordinances.** The effect of any regulation, policy, or ordinance of a political subdivision or agency of the state inconsistent with this Section is hereby suspended.

- J. **Implementation and enforcement.** The undersigned directs that the North Carolina Utilities Commission monitor responses and provide assistance and guidance to Utility Service Providers, including to the extent possible Utility Service Providers not under the Commission's regulatory jurisdiction, in implementing the provisions of this Section of this Executive Order. Utility Service Providers shall report implementation information weekly to the North Carolina Utilities Commission, including the following: (1) number of accounts by type (e.g., residential or business account) for which service termination was forborne, (2) number of reconnections by type of account, (3) amount of late fees and other penalties not collected, (4) number of accounts on an extended repayment plan, (5) customer notification information, and any other information determined by the Utilities Commission. The Utilities Commission and the Attorney General shall have the authority to enforce the provisions of this Executive Order through any methods provided by current law. The Utilities Commission, and to the extent necessary for any Utility Service Providers not within the Utilities Commission's jurisdiction, the Attorney General may waive provisions in their discretion and order an effective alternative. The Commission shall provide a weekly report to the Governor's Office on implementation of this Executive Order.

Section 2. Guidance on Cable, Telecommunications, and Related Services

- A. Telecommunications, mobile telecommunications, cable, Internet, and wi-fi or wireless Internet service providers are urged to follow the guidelines outlined in Section 1 of this Executive Order, including the following measures:
1. Ceasing, for the duration of this State of Emergency, termination of customers' service for nonpayment; and
 2. Waiving any fee, charge, penalty, or interest for a late or otherwise untimely payment that has come due or becomes due during the State of Emergency; and
 3. Allowing customers to make reasonable payment arrangements to pay off, over at least a six (6) month period, any arrearages that accumulate during the effective period of this Executive Order, starting after the end of this State of Emergency; and
 4. Reconnect, to the extent feasible, practicable and appropriate, any customers who wish to be re-connected during the duration of this State of Emergency, with penalties and reconnection fees waived.
- B. In addition to the provisions included in this Section, all telecommunications service providers are urged to lift or greatly expand data caps where they have not done so already.
- C. The undersigned requests that the Attorney General convene cable, telecommunications, and related service providers in the state to identify specific and effective measures they can take individually and collectively to ensure that necessary services continue to be provided to people in the State of North Carolina to the maximum extent practicable.

Section 3. Guidance Concerning Eviction Proceedings

As guidance to North Carolinians, the undersigned highlights and explains the effect on evictions of the March 13, 2020 and March 19, 2020 orders by the Chief Justice of the North Carolina Supreme Court. The Attorney General has consulted with the undersigned on this Section of this Executive Order and joins in this guidance.

Pursuant to the Chief Justice's orders referenced above, there should be no new eviction proceedings until the orders expire. The current expiration date is April 17, 2020, unless extended by further order of the Chief Justice.

During this time period, there should also be no new rental bonds due.

The Clerks of Superior Court may, in their discretion, delay, until regular court operations resume, issuing Writs of Possession for Real Property, which are the legal documents under which sheriffs perform evictions. The undersigned and the Attorney General strongly encourage all Clerks of Superior Court to follow the spirit of the Chief Justice's order and to hold the issuance of all Writs of Possession of Real Property until April 17 or any later date subsequently ordered.

Further, the undersigned and the Attorney General strongly encourage sheriffs to delay, until regular court operations resume, the execution of any Writs of Possession for Real Property that have already been issued, consistent with the spirit of the order and in support of public health and public safety.

Finally, the undersigned and the Attorney General strongly encourage all property owners to work with tenants to the best of their abilities to implement payment plans and avoid evictions, in light of the State of Emergency in North Carolina, including cancelling pending evictions by notifying the relevant Sheriff's Office. Similarly, the undersigned and the Attorney General strongly encourage all lenders to work with property owners to the best of their abilities to provide loan payment flexibility that enables property owners to avoid evictions of tenants, in light of the State of Emergency in North Carolina.

Section 4. Assistance for Bank and Mortgage Companies' Customers

For the reasons and pursuant to the authority set forth above:

- A. The undersigned urges that all North Carolina-licensed or -regulated (i) banks, (ii) savings banks, (iii) savings and loan associations, (iv) trust companies, (v) mortgage-lenders, (vi) servicers, (vii) brokers and mortgage loan originators, (viii) consumer finance companies, (ix) check cashers, (x) money transmitters or prepaid card providers, (xi) tax refund anticipation loan facilitators, and (xii) credit unions operating in the State of North Carolina should immediately implement the following reasonable and prudent measures for individual and business customers who are North Carolina residents and can demonstrate financial hardship caused by COVID-19.
 1. Waive overdraft fees.
 2. Extend new credit to creditworthy borrowers on lenient terms, subject to safety and soundness considerations.
 3. Waive late fees for credit card and other loan balances.
 4. Waive automated teller machine (ATM) fees.
 5. Increase daily ATM daily cash withdrawal limits.
 6. Increase credit card limits for creditworthy customers.
 7. Lower or waive fees on prepaid credit or debit cards.
 8. Waive early withdrawal penalties on time deposits.
 9. Offer payment accommodations, such as allowing loan customers to defer payments at no cost, extending the payment due dates or otherwise adjusting or altering terms of existing loans, which would avoid delinquencies, trigger events of default or similar adverse consequences.
 10. Cease reporting derogatory information (e.g., late payments, but not including forbearances) to credit reporting agencies for a period of ninety (90) days.

11. Ensure that customers do not experience a disruption of service if financial institutions close their physical offices. This may include shifting call centers to teleworking, making services available through Internet chat, or other electronic avenues for customers to continue to manage their accounts and to make inquiries.
 12. Alert customers to the heightened risk of scams and price gouging during the COVID-19 pandemic.
 13. Notify customers by various means, including but not limited to the entity's website, apps, and (if authorized by the customer) texts or emails, to explain the above-listed assistance being offered to customers.
- B. The undersigned urges that all entities covered by Subsection A of this Section that service mortgages ("mortgage servicing entities") shall voluntarily, but immediately take actions to alleviate the adverse impact caused by COVID-19 on those North Carolina resident mortgage borrowers ("mortgagors") who attest that they are not able to make timely payments. Mortgage servicing entities are urged to take the following reasonable and prudent actions to support those adversely impacted mortgagors:
1. Forbear mortgage payments for at least 180 days from their due dates and give mortgagors the option to extend loan terms by that number of days without a lump sum payment due at the end of the forbearance period.
 2. Refrain from reporting late payments to credit reporting agencies for at least 180 days.
 3. To the extent possible under existing law, offer mortgagors an additional ninety (90) day grace period to complete trial loan modifications, and ensure that late payments during the COVID-19 pandemic do not affect their ability to obtain permanent loan modifications.
 4. Waive late payment fees and any online or telephonic payment fees for a period of ninety (90) days.
 5. Postpone foreclosures and evictions for at least ninety (90) days.
 6. Notify customers by various means, including but not limited to the entity's website, apps, and (if authorized by the customer) texts or emails, to explain the above-listed assistance being offered to customers.

Section 5. Savings Clause

If any provision of this Executive Order or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

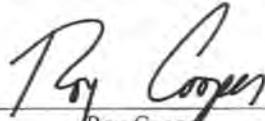
Section 6. Distribution

I hereby order that this Executive Order be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the State of Emergency would prevent or impede such filing; and (3) distributed to others as necessary to ensure proper implementation of this Executive Order.

Section 7. Effective Date

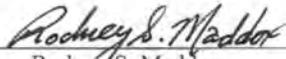
This Executive Order is effective immediately. This Executive Order shall remain in effect for sixty (60) days unless rescinded or replaced with a superseding Executive Order. An Executive Order rescinding the Declaration of a State of Emergency will automatically rescind this Executive Order.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 31st day of March in the year of our Lord two thousand and twenty.



Roy Cooper
Governor

ATTEST:



Rodney S. Maddox
Chief Deputy Secretary of State



Gov. Cooper's Executive Order 124

Prohibition on Utility Shut-offs, Late Fees, and Reconnection Fees

Executive Summary

Gov. Roy Cooper's Executive Order 124 directs all utilities to immediately suspend disconnections for nonpayment for at least 60 days for residential customers. The order explicitly states that all customers must pay for all usage but prohibits late fees and interest; utilities must give customers reasonable payment arrangements to pay off accumulated arrearages over at least a six-month period. Utilities are encouraged to reconnect service to those disconnected before March 31. This order nullifies all local policies that contradict with it for the duration of the order, which may be extended. Utilities are required to communicate the order to their customers and to report information to the N.C. Utilities Commission for reporting purposes.

A detailed discussion follows.

The Executive Order

Gov. Roy Cooper signed Executive Order 124 on March 31, announcing it via press conference at 4 p.m. It relies on the powers granted the governor in the Emergency Management Act (G.S. 166A-19) and has the concurrence of the Council of State. Specific authority for the utility provisions of E.O. 124 are apparently these:

- G.S. 166A-19.10(b)(7), which grants the governor power "To utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies of the State and of the political subdivisions thereof. The officers and personnel of all such departments, offices, and agencies are required to cooperate with and extend such services and facilities to the Governor upon request."
- G.S. 166A-19.30(b)(3), power "To regulate and control... the maintenance, extension, and operation of public utility and transportation services and facilities."
- G.S. 166A-19.30(b)(4), power "To waive a provision of any regulation or ordinance of a State agency or a political subdivision which restricts the immediate relief of human suffering."

The Introduction

The “whereas” clauses of an order serve as an introduction and justification for the directives in the order itself. In the relevant portions of this part of E.O. 124, Gov. Cooper notes that:

- Residents are being ordered by the state to stay at home, and many must also work from home, and that any “dislocations that require people to leave their homes increase the risk of spread” of COVID-19
- The economic effects of government orders have “broadly affected utility customers across the state”
- Utility services are “essential to the continued health and safety of residential utility customers”

Disconnections

- The order restricting disconnection applies **only to residential customers**; it allows disconnections for safety reasons or when requested by the customer
- Its prohibition on non-pay disconnects applies to “all ordinary... charges for service
- It applies to all residential customers, even those who may use residential service for business purposes
- It applies to both pre-pay and post-pay arrangements

Late Fees and Payment Arrangements

- The order explicitly states that all customers must pay for all usage; however
- A utility cannot charge or collect any fee, charge, penalty, or interest for late payments or non-payments that become due beginning March 31
- Customers shall be provided the opportunity to make reasonable payment arrangements to pay off accumulated arrearages over *at least* a six-month period
- This clause applies to any arrearages accumulated:
 - During the effective period of the executive order, and
 - Any order extending E.O. 124, AND
 - 180 days after that.
- The period of the requirement for a minimum six-month period for repayment without interest or fee will be in force until the expiration of the executive order (or the expiration of any extensions of this part of the E.O.). In other words, once this section expires, accumulated balances as of that last day of the order are subject to the 6-month repayment requirement.
- These restrictions on fees and collections apply only to “ordinary... charges for service” to residential customers
 - The restrictions explicitly do NOT apply to “additional optional services” (e.g., surge protection insurance) AND do NOT apply for services, even ones that

would fall into the category of “ordinary... charges for service” if the services were ordered after March 31

- The restrictions also do not apply to “issuance or collection of special fees or penalties issued to customers for unusual use”

Reconnection

- Utilities are encouraged, but not required, to:
 - Reconnect service to those disconnected March 31 or before
 - Waive any penalties or reconnection fees
- Any policies or ordinances that “prevent reconnection of disconnected customers” are suspended

Payment Assistance

- The N.C. departments of Health and Human Services and Environmental Quality are tasked with working with utilities to “publicize payment assistance programs to aid customers.”
- We don’t have any more information on this effort at the moment

Notification

- Utilities are required to “reasonably inform” customers of the applicable portions of the order using the methods—email, text, bill inserts, etc.—you usually use to send customers “urgent communications”
- There is no requirement to mention the Executive Order in particular, just of the effects of the order, i.e., there is no need to say “Pursuant to Executive Order 124, we are ordered to suspend...”
- Utilities must keep records of the customer communications mentioned above

Duration

- The initial duration of the policy is 60 days from March 31, but it may be extended
- Even after the policy expires, utilities cannot disconnect for nonpayment of any arrearages accumulated during the period it was in effect (unless a customer were to exhaust the six-month repayment period and still carry a balance)

Certain Regulations or Policies Suspended

- The order supersedes and suspends any “regulation, policy, or ordinance” in the state inconsistent with any of its provisions

Implementation and Enforcement

- The order sets the N.C. Utilities Commission as the coordinating agency for the implementation of the order, “including to the extent possible Utility Service Providers not under the jurisdiction of the Commission’s regulatory jurisdiction”
- Utilities must report the following information to the NCUC weekly:
 - Number of accounts to which service disconnection was forborne (residential and business*)
 - Number of reconnections (residential and business)
 - Dollar amount of late fees and other penalties not collected
 - Number of accounts on an extended repayment plan
 - Customer communications issued
 - Any other information determined by the NCUC
- * Note: The information directly above may give the false impression that the entire section, or any part of it, applies to non-residential accounts. However, it is merely a reporting requirement.
- Since the NCUC lacks jurisdiction over some Utility Service Providers, the order empowers the Attorney General to enforce it for those outside NCUC jurisdiction.
- The NCUC and the Attorney General are also authorized to waive provisions of the order as long as they “order an effective alternative”

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution approving a lease agreement between the City of New Bern and The Trustees of Craven Community College for property located at 114-120 Rhem Street

Date of Meeting: 6/9/2020	Ward # if applicable: Ward 3
Department: Public Works	Person Submitting Item: Matt Montanye, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	<p>Craven Community College Trustees have requested to Lease the old City garage located at 114-120 Rhem Street for use as a Diesel and Heavy Equipment Operator Workforce training center.</p> <p>The proposed lease is for a period of 10 years with a one-time lease payment of \$175,000.00 which will in turn be used for upgrades to the existing facility.</p>
Actions Needed by Board:	Approval of the proposed lease.
Backup Attached:	Memo, Lease, Exhibit A & B

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

Cost of Agenda Item: \$0.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Additional Notes:



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

May 28, 2020

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: **Consider approving a lease agreement between the City of New Bern and The Trustees of Craven Community College for property located at 114-120 Rhem Street.**

Background Information:

The Mayor and Board of Aldermen are asked to consider adoption of a resolution to approve a lease with The Trustees of Craven Community College for city-owned property located at 114-120 Rhem Street (also known as the Old City Garage). Craven Community College proposes to utilize this facility as an expansion to the VOLT Center campus and as a facility for a diesel mechanic and heavy equipment operator workforce training center. The proposed lease would be for a period of ten years and would be effective November 1, 2020. The rent for the proposed ten-year lease is a one-time payment of \$175,000.00 made payable with the execution of the lease agreement plus subsequent annual payments of one dollar (\$1.00).

As a condition of this lease the City of New Bern agrees to make upgrades to the existing facility as outlined in "Exhibit B" and that said upgrades would be completed prior to the commencement date of November 1, 2020.

Recommendation:

The Director of Public Works has reviewed the proposed lease agreement with the Trustees of Craven Community College and recommends that the Board of Aldermen consider approving this agreement.

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

Cc: Scott Davis, City Attorney

RESOLUTION

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

That the Lease Agreement by and between the City of New Bern and The Trustees of Craven Community College, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated June 9, 2020, for convenience of reference, is made by and between the CITY OF NEW BERN, ("Lessor"), a North Carolina municipal corporation, and THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE ("Lessee"), collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property located at 106 and 114-120 Rhem Street in the City of New Bern, said parcels being identified by Craven County Tax Parcel Numbers 8-010-014, 8-010-013, 8-010-012, 8-010-011, and 8-010-011-A ("Subject Property"); and

WHEREAS, the Lessor has agreed that the Lessee may lease the Subject Property more specifically described herein as the "Premises" for use as a Diesel Mechanic and Heavy Equipment Operator workforce training center, subject to the terms and conditions established herein; and

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

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

NOW, THEREFORE, the Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises, for the term and upon the conditions hereinafter set forth:

1. **INCORPORATION OF RECITALS.** The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this Lease.

2. **THE PREMISES.** In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, those certain premises containing a commercial structure of approximately 6,000 square feet, along with such real property as more specifically described and illustrated on Exhibit A attached hereto and incorporated herein by reference, located at 106 and 114-120 Rhem Street in the City of New Bern (the "Premises").

3. **CONDITION OF PREMISES AND TENANT UPFIT.** Lessor agrees that it will deliver the Premises to Lessee upfit and remodeled consistent with details specified on Exhibit B attached hereto and incorporated herein by reference, on or before November 1, 2020 (the "Scheduled Completion Date"). If Lessor should for any reason be unable to deliver the Premises to Lessee by the Scheduled Completion Date, Lessor shall continue to complete such work and shall deliver possession to the Lessee promptly upon completion, but Lessor shall not be liable for any damages to Lessee. The date on which Lessor delivers the Premises to Lessee with a final Certificate of Occupancy, whether before or after the Scheduled Completion Date, shall be the "Completion Date". Lessor warrants that, upon completion of Lessor's Work, the Premises shall be in compliance with all federal, state and local environmental laws, ordinances, rules and regulations (including but not limited to the American with Disabilities Act and the Occupational Safety and Health Act of 1970). In the event of a dispute between Lessor and Lessee with respect to Lessor's Work, and Lessor and Lessee cannot resolve the dispute, then the dispute shall be resolved by arbitration conducted in accordance with the North Carolina Uniform Arbitration Act.

4. **TERM.** The term of this Lease shall commence on a date within thirty (30) days of the Completion Date (the "Commencement Date"), shall continue for the balance of the month in which the Commencement Date occurs and for a period of ten (10) years thereafter, unless sooner terminated or extended in accordance with the terms hereof. Lessor and Lessee agree that they will, promptly following the Commencement Date, execute and deliver a letter agreement acknowledging that Lessee has accepted possession and that this Lease is operative, and reciting the Commencement Date and the date of expiration of the Lease Term. The Parties, by written instrument, may agree to an extension of the lease term prior to the termination of this Lease.

Notwithstanding the foregoing, Lessee may terminate this Lease at any time after the second anniversary of the Commencement Date upon ninety (90) days' advance written notice to Lessor.

5. **RENT.** As rent for the said Premises, the Lessee agrees to maintain the Premises, as set forth herein, and to pay Lessor a one-time sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00), such payment to be made contemporaneously with the execution of this Lease, plus subsequent annual payments of ONE DOLLAR (\$1.00) to be made

on or before each anniversary date of this Lease; provided that Lessee shall have the option of paying rent for the entire Term at any time in lieu of paying rent annually.

6. **PERMITTED USES.** Lessee agrees to utilize the Premises as a workforce training center, and in conduct of college educational programs, consistent with North Carolina Community College System Policies, Craven Community College Board of Trustees Policies, and College Procedures, and for no other purposes without Lessor's prior written consent.

7. **PROHIBITED USES.** Lessee shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable activities or nuisances. Lessee agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Premises in violation of any State, Federal or local environmental laws regulating Lessee's use and occupancy of the Premises. Lessee shall indemnify Lessor for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Lessee's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement or any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents and petroleum products outside sealed containers. Notwithstanding the above, Lessee shall not be responsible for any claim, demand, cost, damage, injury, loss, liability or change based on or arising out of the presence of any Hazardous

Materials or conditions on or about the Premises which existed prior to Lessee's occupancy or which was not expressly caused by Lessee, its agents, employees or representatives.

8. **UTILITIES.** All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Premises shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, and telephone services.

9. **REPAIR AND MAINTENANCE.** Lessor shall keep the foundation, exterior walls (except plate glass and exterior doors), HVAC systems, roof, gutters, downspouts, and foundation walls of the Premises, and all interior and exterior water, sewer, electrical and gas systems serving the Premises in good repair, except that Lessor shall not be required to make any repairs occasioned by the act or neglect of Lessee or its employees or agents. For purposes of this Section 9, Lessor's obligation to maintain all interior water, sewer, electrical and gas systems serving the Premises in good repair shall be limited to such portions of the water, sewer, electrical and gas systems located within the walls, floors and ceilings of the commercial structure located on the Premises. In the event that the Premises become in need of repairs required to be made by Lessor hereunder, Lessee shall give prompt written notice to Lessor; and Lessor shall not in any way be responsible for failure to make any such repairs until thirty (30) days shall have passed after its receipt of such written notice (provided, however, that in the event the repair cannot, with reasonable diligence, be completed within such thirty (30) day period, Lessor shall have a reasonable time thereafter to complete such repair so long as Lessor promptly commences and diligently pursues such repair to completion). Should the Premises require an emergency repair, Lessor shall contact the City Manager or Public Works Director by telephone, and Lessor shall take immediate action to address such emergency repair unless Lessee is advised by the City Manager or Public Works Director that Lessor is unable to take immediate action in which case Lessee may take all reasonable steps to resolve such emergency repair at Lessor's expense. Lessor shall maintain the grounds, driveways, and parking areas on the Subject Property and any other property over which Lessee has access rights in good condition and repair, and maintain adequate lighting in such areas, all consistent with Lessor's maintenance standards for its public facilities. Lessor's obligations include the removal of snow

and ice from walkways, driveways, and parking lots in the area surrounding the Premises consistent with Lessor's practices for its public parking areas.

Except for the foregoing Lessor responsibilities, Lessee shall perform all other repairs and maintenance necessary to maintain the Premises, including, but not limited to, needed repairs and replacements to all exterior and interior items unless such items are the responsibility of Lessor as set forth above. Lessee shall perform all preventative maintenance and repairs to the Premises, including without limitation all repairs and replacements to all interior items, to the ceiling, to the lighting system, to all doors and door opening mechanisms, and to all water, sewer, and electrical facilities located within the Premises, unless such items are the responsibility of Lessor as set forth above. Lessee shall promptly replace any cracked or broken plate glass or window glass used in any interior and exterior windows and doors in the Premises.

10. CARE OF PREMISES BY LESSEE. Lessee shall keep the inside and outside of all glass in the doors and windows of the Premises clean; shall keep clean all exterior surfaces of the Premises which are not Lessor's responsibility; shall not place or maintain any structures or other articles on the sidewalk or street adjacent to the Premises or elsewhere on the exterior thereof without Lessor's written consent; shall maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; shall not permit undue accumulations of garbage, trash, rubbish and other refuse, and shall keep such refuse in proper containers on the exterior of the Premises in the areas designated therefor by Lessor; and shall maintain temperatures within the Premises sufficient (and open taps to reduce pressure as needed) to prevent the freezing and bursting of water and sewer pipes serving the Premises. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee.

11. ALTERATIONS AND IMPROVEMENTS. Lessee may only make changes, alterations or improvements to the Premises with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. If approved by Lessor, such work shall be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof. Lessee shall make no such change, alteration or improvement which substantially affects the structural integrity of the Premises or substantially decreases the value of the Premises. All changes, alterations or improvements to the Premises shall remain for the benefit of Lessor unless otherwise provided in a writing signed by Lessor.

12. CASUALTY AND LIABILITY INSURANCE. Lessee, at its sole cost and expense, shall maintain for the benefit of Lessor and Lessee, general liability insurance protecting Lessor and Lessee against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect Lessor and Lessee jointly and severally to the combined limit of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate Lessor, Lessor's mortgagee, if any, as additional insureds as their respective interests may appear, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving Lessor a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by Lessor, and a certificate of insurance shall be provided to Lessor. In the event Lessee at any time shall fail to maintain such insurance or shall fail to pay any and all premiums therefor, Lessor shall have the right and option to effect such insurance and pay any and all premiums therefor; and, in the event of any such payment, Lessee, on the rental date next succeeding the date on which Lessee receives notice of such payment having been made, shall pay to Lessor a sum equal to the amount which was so paid for such insurance premiums, it being expressly understood that Lessor shall have no obligation whatsoever hereunder to effect such insurance or to make such premium payments to cure the default of Lessee.

Lessor shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof in such amount as may be agreed upon by Lessor and Lessee prior to the commencement of each lease year against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina. Lessee shall reimburse Lessor for the reasonable cost of such insurance within thirty (30) days after receipt of notice from Lessor with supporting information as to the amount due.

13. DAMAGE OR DESTRUCTION. In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of Lessor and Lessee shall be as follows:

- (a) If the Premises shall be damaged or destroyed so as to render the Premises untenable, Lessor or Lessee may, at either party's election, terminate this Lease by

written notice to the other party not more than thirty (30) days after the occurrence of such damage or destruction. Untenantable shall mean that the improvements upon property of which the Premises are a part shall be damaged or destroyed by fire, the elements, or other casualty to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

(b) If the Premises are not rendered untenantable by such damage or destruction, this Lease shall remain in full force and effect and Lessor shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. Lessee shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.

14. DEFAULT. If Lessor or Lessee shall fail to perform or comply with any of the agreements or covenants of this Lease and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this Lease.

15. REMEDIES. Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this Lease.

16. SIGNAGE. Lessor shall implement a program for common signage for the Subject Property, which shall include reasonable space on the sign face(s) to identify Lessee's operations, the design of which shall be similar to Lessee's other signage at its existing facilities. Lessee may not install any additional signage without Lessor's consent. Lessor shall be responsible for the cost of the common signage program. Once the common signage is installed on the Premises, Lessee shall be responsible for the cost of any replacement signage necessitated by Lessee.

17. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease nor sublet any part of the Premises without written consent of the Lessor.

18. QUIET POSSESSION. Lessor agrees that Lessee shall, upon paying the rent and performing the covenants of this Lease, quietly have, hold and enjoy the Premises during the term of this Lease. Lessor acknowledges that Lessee's operations on the Premises may extend beyond customary "business hours" and that Lessee and its invitees will need access to the Premises "around the clock"; therefore, Lessee's access to and use of the Premises shall not be

limited by Lessor. Further, Lessor acknowledges that Lessee's use of the Premises as a workforce development center by its nature may involve noises and odors emanating from the Premises from equipment and machinery, and that such use shall not constitute a nuisance to Lessor or other tenants of the Subject Property. Lessor will disclose in leases with other tenants of the Subject Property the nature of Lessee's use of the Premises and include a provision in the leases that such tenants waive any right to object to Lessee's operations on the Premises.

19. SURRENDER OF POSSESSION. Upon expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as the same are at the beginning of the lease term, reasonable wear and tear and casualty excepted.

20. FIXTURES. Lessee shall have the right to install in the Premises such fixtures or equipment deemed necessary by Lessee for the conduct of Lessee's operations. So long as Lessee is not in default of the terms of this Lease, all fixtures and equipment installed by Lessee shall remain the property of Lessee and Lessee shall have the right to remove such equipment at any time up to and including the expiration date of this Lease or sooner termination of this Lease for any reason; provided, however, Lessee shall give Lessor ten (10) days' written notice prior to removal of a fixture that has been affixed to the foundation or structural systems of the Premises if the removal would damage in any way the Premises. Lessee shall be responsible for the cost of repairing any damage to the Premises which is caused by such removal. Any fixtures installed by Lessee shall automatically become the property of the Lessor, with Lessee remaining liable for any indebtedness thereon, if such fixtures are not removed by Lessee within a reasonable time after the expiration date of this Lease or sooner termination of this Lease for any reason.

21. NOTICES. All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to Lessee or to Lessor at the following addresses:

Lessor

City of New Bern
Attn: Director of Public Works
P.O. Box 1129
New Bern, NC 28560

Lessee

Craven Community College
Attn: President
800 College Court
New Bern, NC 28562

Either Lessor or Lessee may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

22. INDEMNIFICATION/LIMITATION OF LIABILITY. To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessee, its officers, agents, contractors, or employees, Lessee shall indemnify Lessor and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Lessee of the Premises, unless the same is caused by the negligence or willful misconduct of Lessor. To the extent allowed by law, and as limited by all state and federal laws, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessor, its agents, contractors, or employees, Lessor shall indemnify Lessee and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessee.

23. MEMORANDUM OF LEASE. This Lease shall not be recorded, but Lessor and Lessee, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

25. BINDING EFFECT. All the terms and conditions of this Lease shall be binding upon and shall apply and inure to the benefit of the parties hereto.

26. CONSTRUCTION OF LEASE. In construing and interpreting this lease, the following rules shall apply:

(a) This lease shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.

(b) Pronouns used in this lease importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.

(c) Pronouns, verbs and/or other words used in this lease importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

(d) Paragraph headings appearing in this lease are for purposes of easy reference and shall be considered a part of this lease and shall in no way modify, amend, or affect the provisions thereof.

27. GOVERNING LAW. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

28. COMPLIANCE WITH NONDISCRIMINATION LAWS. Lessee agrees to comply with all applicable federal, state, and local laws prohibiting discrimination.

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 the Chair of the Board of Trustees of Craven Community College has executed or caused this document to be duly executed, all as of the day and year first above written.

LESSOR:

CITY OF NEW BERN

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

(CORPORATE SEAL)

LESSEE:

**THE TRUSTEES OF CRAVEN COMMUNITY
COLLEGE**

By: _____
CHAIR

[SEAL]

NORTH CAROLINA
CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the ____ day of June 2020, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the ____ day of June 2020.

Notary Public

My Commission Expires:

NORTH CAROLINA
CRAVEN COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he 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: _____

Proposed Diesel Repair Training Facility



EXHIBIT A

 Driveway

 Proposed Leased Parcels

 Other Parcels

RHEM ST

111

120 RHEM ST

118 RHEM ST

116 RHEM ST

205

114 RHEM ST

112

106 RHEM ST

107

105

KINGDOM WAY

110

100

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



NEW BERN

NORTH CAROLINA

300 Pollock Street, P.O. Box 1129

New Bern, NC 28563-1129

Phone: (252) 639-7501

Fax: (252) 636-1848

Date: November 8, 2019 / **Updated May 28, 2020**

To: Amanda Ohlensehlen, Economic and Community Development Manager

From: Matt Montanye, Director of Public Works

Ref: Improvements to the Old City Garage

I have looked into the improvements that we discussed at the Old City Garage and wanted to provide you with a preliminary budget number of \$175,000. This figure is based on rough estimates from local contractor as well as City staff. Below is an itemized list of the cost for the improvements which we are proposing the City will manage.

Parking / Road Improvements:	\$ 48,000.00
HVAC Improvements:	\$ 15,000.00
Electrical Improvements:	\$ 5,000.00
Paint/Repair Building Exterior:	\$ 12,000.00
Interior Garage Improvement :	\$ 70,000.00
Interior Office/Classroom Improvements:	\$ 15,000.00
Contingencies:	\$ 10,000.00
TOTAL	\$175,000.00

Parking Lot / Road Improvements:

This will include milling and resurfacing the road and parking areas as well as removing the concrete around the gas pumps and replacing with fill material and sod. We will also replace some existing curbing and propose to install a sidewalk from the parking area to the front door.

HVAC Improvements:

Purchase and install (2) five-ton units and replace existing duct work.

Electrical Improvements:

Minor electrical repairs related to repairing or replacing existing electrical features that are currently not working properly.

Paint/Repair Building Exterior:

This will include cleaning the exterior of the building, repair any leaks that exist, remove and replace approximately 1,500 fasteners and paint the exterior of the building, doors, door frames, trim, downspouts and any wall mounted fixtures.

Interior Improvements:

This will include cleaning and repainting the garage floor with industrial grade paint and clear coat as well as cleaning, painting and replacing the existing walls of the garage and installing new insulation to the top half of the garage area. We will also work with the college to gut the existing office and parts room in preparation of improvements being made to this area by the college.

Misc. Items:

It should also be noted that the City will also be responsible for removing the fuel tanks, pumps and the canopy as part of the close out of this facility.

Timeline:

As discussed, we are proposing that as soon as an agreement is in place the City will begin the work that will be performed by independent contractors. Any work being performed by City Staff will begin on or before July 1, 2020 and it is anticipated that all work will be completed prior to November 1, 2020.

If you have any questions or need more detailed information regarding this project, please feel free to give me a call at 252-639-7500 or on my cell phone at 252-646-3984.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Deed Conveying Property to the New Bern Housing Authority

Date of Meeting: 6/9/2020	Ward # if applicable: Two
Department: City Attorney	Person Submitting Item: Scott Davis
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Resolution approving deed conveying a portion of the property located at 703 Carolina Avenue to the Housing Authority
Actions Needed by Board:	Adopt resolution
Backup Attached:	Resolution, Deed and Memo

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

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

Additional Notes:

MEMORANDUM

TO: Mayor and Members of the Board
City Manager

FROM: Michael Scott Davis, City Attorney

RE: Sale of Portion of Property at 703 Carolina Avenue to the Housing Authority of the City of New Bern, N.C.

DATE: May 27, 2020

On November 13, 2018, the Board of Aldermen adopted a resolution approving an Agreement for the purchase/sale of a portion of the property owned by the City located at 703 Carolina Avenue, Craven County parcel identification number 8-044-011, to the Housing Authority of the City of New Bern, N.C. The Agreement provided for the closing to occur no later than February 1, 2020. By resolution adopted on December 10, 2019, the Board approved the First Amendment to the Agreement which extended the closing date to June 1, 2020, and also provided that the closing date could further be extended to September 1, 2020 upon the Housing Authority's payment of \$10,000.00 to the City by May 1, 2020, with the payment to be applied to the purchase price. The Housing Authority timely exercised that option to extend the closing date to September 1, 2020 by payment of the required \$10,000.00. The Housing Authority anticipates closing on the purchase of this property in June, and has requested that the City convey the property by special warranty deed, which is attached for the Board's review and approval.

RESOLUTION

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

That the Special Warranty Deed dated June 9, 2020 by and between the City of New Bern and the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

SPECIAL WARRANTY DEED

COUNTY OF CRAVEN

Excise Tax: \$0.00

Portion of Tax Parcel ID No. 8-044-011

Prepared by:

Michael Scott Davis
Davis Hartman Wright PLLC
209 Pollock Street
New Bern, North Carolina 28560

Return recorded deed to:

Heather McDowell
Ellinger & Carr PLLC
2840 Plaza Place, Suite 475
Raleigh, NC 27612

THIS DEED, made this the 9th day of June, 2020, by and between

GRANTOR: **CITY OF NEW BERN**, a Municipal Corporation, in favor of

GRANTEE: **HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.**, a
public body corporate and politic, with a mailing address of Post Office
Box 1486, New Bern, NC 28563

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the exceptions and reservations hereinafter provided, if any, the following described property, located in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the exceptions and reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following exceptions and reservations:

- 1) All such road, railroad, public utility and similar easements or rights-of-way, if any, as may serve, cross, encroach upon, or otherwise affect the property herein conveyed;
- 2) All such zoning ordinances and other governmental regulations, if any, as may apply to the property herein conveyed;
- 3) All matters which would be revealed by a current and accurate survey of the property herein conveyed;
- 4) All easements, rights-of-way and restrictions of record, if any; and
- 5) All ad valorem taxes for the current year.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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

CITY OF NEW BERN

(SEAL)

By: _____
DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of June, 2020, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of June, 2020.

Notary Public

My Commission Expires:

EXHIBIT A

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

BEING ALL of Lot 1 as depicted on a subdivision plat entitled "Minor Subdivision Plat for 703 Carolina Ave." dated February 14, 2020, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, recorded in Map Book 1, Page 161-A of the Craven County Registry, said plat being incorporated herein by reference.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the NC Statewide Emergency Management Mutual Aid & Assistance Agreement – Revision 2020

Date of Meeting: 06/09/2020	Ward # if applicable: N/A
Department: Administration	Person Submitting Item: Mark Stephens
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City previously approved and signed the Statewide Emergency Management Mutual Aid Agreement that was revised in 2017. The agreement has been updated by the State to expand on the definition of emergency and add language about contracting with a third party. The agreement speeds up the process when applying for FEMA reimbursement following a declared disaster.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo from Craven County, resolution and agreement

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

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

Additional Notes:

Craven County



Stanley Kite, Director
Ira Whitford, Asst. Director

Ph: (252) 636-6608
Fax: (252) 636-6655

MEMORANDUM

Emergency Services

TO: Craven County Manager
City of New Bern Manager
City of Havelock Manager
Town of Bridgeton Mayor
Town of Riverbend Manager
Town of Dover Mayor
Town of Cove City Mayor
Town of Vanceboro Mayor
Town of Trentwoods Mayor

FROM: Stanley Kite, Emergency Services Director

SUBJ: Statewide Mutual Aid Agreement-Revised

DATE: May 22, 2020

I have been asked by the North Carolina Department of Crime Control and Public Safety Division of Emergency Management to get the Local Governments in Craven County to update the Statewide Emergency Management Mutual Aid Agreement. This agreement has been updated with the following changes as follows:

- dropdown box for county selection has been removed from page 1 and page 11
- expansion of the definition of "Emergency" on page 2
- addition on page 7 of bullet "F. Contracting" in Section VII, Reimbursements

The agreement has helped speed up the process for local governments when applying for reimbursement from the Federal Emergency Management Agency after a declared disaster. The agreement meets the Federal Emergency Management Agency's requirements for such agreements when giving or receiving help in a declared disaster event. I am sending the entire agreement for your records and review.

I would like to have the original documents back after they are signed so I can present them to the Division of Emergency Management. I hope to have all these agreements in before June 22, 2020 so we can all be better prepared for any disaster. Again if I can assist you in this matter please call me at 252-636-6608 or you can email me at skite@cravencountync.gov.

Thank you for your attention in this matter.





NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2020

FOR THE City of New Bern

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. "Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

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(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

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Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

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Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
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IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director
Division of Emergency Management

Date:

BY: _____

Chief Executive Officer/Local Government

Name: Dana E. Outlaw

Title: Mayor

Name of Unit: City of New Bern

Date: June 09, 2020

WITNESS: _____

Brenda E. Blanco, City Clerk

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety

Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE City of New Bern

MAILING ADDRESS:

PO Box 1129
New Bern, NC 28563-1129

DATE: June 09, 2020

PRIMARY REPRESENTATIVE

NAME: Mark A. Stephens

TITLE: City Manager

DAY PHONE: 252-639-2700

NIGHT PHONE:

CELL PHONE: 252-649-4717

FAX: 252-639-2841

FIRST ALTERNATE REPRESENTATIVE

NAME: Robert Boyd

TITLE: Fire Chief

DAY PHONE: 252-639-2930

NIGHT PHONE:

CELL PHONE: 252-675-2997

FAX: 252-636-1084

SECOND ALTERNATE REPRESENTATIVE

NAME: Jordan Hughes

TITLE: City Engineer

DAY PHONE: 252-639-7527

NIGHT PHONE:

CELL PHONE: 252-341-5448

FAX: 252-636-4103

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving an Amendment to the Historic District Guidelines.

Date of Meeting: 06/09/2020	Ward # if applicable:
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The Board of Alderman is requesting the New Bern Historic Preservation Commission and the Planning and Zoning Board review and recommend an amendment to the Historic District Guidelines to allow for the use of precast concrete products in the construction of piers, docks and marinas as part of the city's comprehensive flood resilience program.
Actions Needed by Board:	Adopt a Resolution.
Backup Attached:	Memo, Resolution

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

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

Additional Notes:



MEMORANDUM

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

FROM: Jeff Ruggieri, Director Development Services

DATE: June 3, 2020

SUBJECT: Consider Adopting a Resolution Amending the Historic District Guidelines.

The New Bern Board of Alderman is requesting the Historic Preservation Commission and the Planning and Zoning Board review and recommend an amendment to the Historic District Guidelines to allow for the use of precast concrete products in the construction of piers, docks and marinas as part of the city's comprehensive flood resilience program.

Pursuant to Section 15-397(a) of the Code of Ordinances of the City of New Bern, the Board of Aldermen of the City of New Bern is requested to Consider Adopting a Resolution seeking to amend the Historic District Guidelines.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION TO REQUEST AMENDMENT TO HISTORIC DISTRICT GUIDELINES

THAT WHEREAS, pursuant to Section 15-397(a) of the Code of Ordinances of the City of New Bern, the Board of Aldermen of the City of New Bern desires to request that the Historic Preservation Commission and the Planning and Zoning Board review and recommend an amendment to the Historic District Guidelines to allow for the use of precast concrete products in the construction of piers, docks and marinas as part of the city's comprehensive flood resilience program.

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

That the Historic Preservation Commission and the Planning and Zoning Board review and recommend an amendment to the Historic District Guidelines to allow for the use of precast concrete products in the construction of piers, docks and marinas as part of the city's comprehensive flood resilience program.

ADOPTED THIS 9th DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance to Amend the FY2019-20 General Fund and Grants Fund Budget

Date of Meeting: 6/9/2020	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends (1) the General Fund authorizing a transfer to the Drainage Improvements Project Fund for the Duffyfield Wetlands Project and (2) Grants Fund to recognize a grant from NC Div. of Emergency Mgmt Hazard Mitigation.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Budget Ordinance Amendment

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

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

Aldermen

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

Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Mary Hogan, Director of Finance
DATE: May 28, 2020
RE: Amend the FY2019-20 Operating Budget

The following are amendments to the Fiscal Year 2019-20 Operating Budget:

General Fund:

Authorizes a transfer, in the amount of \$175,000, from General Fund to the Drainage Improvements Fund for the Duffyfield Wetlands Project Fund. In addition to this transfer which will be funded from Fund Balance, the project is partially funded with grant funds of \$348,102 received through a CDBG program and existing drainage improvement project funds of \$347,449 for a total project cost of \$870,551.

Grants Fund

Acknowledges a grant award from the North Carolina Division of Emergency Management in the amount of \$191,472. The program authorized is the City of New Bern Hazard Mitigation Grant Program (HMGP) for the acquisition of three residential structures located within the boundaries of the special flood hazard area

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on June 9, 2020.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance to Amend the Roadway Improvements Project Fund Budget.

Date of Meeting: 6/9/2020	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends the Roadway Improvements Project Fund to acknowledge a transfer from the general fund Fund Balance.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Budget Ordinance Amendment

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

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

Additional Notes:



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

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Mary Hogan, Director of Finance
DATE: June 1, 2020
RE: Amend the Roadway Improvements Project Fund

The enclosed amendment authorizes a transfer, in the amount of \$2,650,000, from the General Fund Fund Balance to the Roadway Improvements Fund for the Racetrack Road Project Fund. The initial design phase of this project is estimated to be \$150,000 and the initial construction costs are estimated to be \$2,500,000.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on June 9, 2020.

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE
Roadway Improvements Project Fund**

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

Section 1. That Section 3 of the Roadway Improvements Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional appropriations.

Increase: Roadway Improvements \$2,650,000

Section 2. That Section 4 of the Roadway Improvements Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional revenues.

Increase: Interfund Transfers \$2,650,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED, this 9th day of June, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance to Amend the Drainage Improvements Project Fund Budget

Date of Meeting: 6/9/2020	Ward # if applicable:
Department: Finance	Person Submitting Item: Mary Hogan
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The ordinance amends Drainage Improvements Project Fund to acknowledge a transfer from the general fund.
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Budget Ordinance Amendment

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

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

Additional Notes:



NEW BERN
CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129
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Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Mary Hogan, Director of Finance
DATE: May 28, 2020
RE: Amend the Drainage Improvements Project Fund

The enclosed amendment authorizes a transfer, in the amount of \$175,000, from the General Fund to the Drainage Improvements Fund for the Duffyfield Wetlands Project Fund. In addition to this transfer, the project is partially funded with grant funds of \$348,102 received through a CDBG program and existing drainage improvement project funds of \$347,449 for a total project cost of \$870,551.

Requested Action

It is recommended that the Board adopt the attached budget amendment at its meeting to be held on June 9, 2020.

AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE
Drainage Improvements Project Fund

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

Section 1. That Section 3 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional appropriations.

Increase: Drainage Improvements \$175,000

Section 2. That Section 4 of the Drainage Improvements Project Fund Ordinance adopted on July 11, 2017 is hereby amended to recognize additional revenues.

Increase: Interfund Transfers \$175,000

Section 3. This amendment shall become effective upon adoption.

ADOPTED, this the 9th day of June, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for Phase I of the Duffyfield Wetlands Project.

Date of Meeting: 6/9/2020	Ward # if applicable: Wards 1 & 5
Department: Public Works	Person Submitting Item: Matt Montanye, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	WithersRavenel has performed engineering design services for Phase I of the Duffyfield Wetlands Project. This project will consist of expanding the existing stormwater pond located on Biddle Street as well as increase the size of the discharge pumps, increase the size of the casing underneath the railroad tracks and include a standby generator. Bids were opened on May 22, 2020 with the lowest bid coming from Jones and Smith Contracting in the amount of \$ 789,920.00
Actions Needed by Board:	Adopt attached resolution
Backup Attached:	Memo, Resolution, Bid Results, Bid Tabulation, Plans

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

Cost of Agenda Item: \$789,920.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



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

May 29, 2020

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: **Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for Phase I of the Duffyfield Wetlands Project.**

Background Information:

In March of 2020, the City of New Bern entered into an agreement with WithersRavenel to perform engineering design services for Phase I of the Duffyfield Wetlands Project. This project will consist of expanding the existing stormwater pond located on Biddle Street as well as increase the size of the discharge pumps, increase the size of the casing under the railroad tracks and include a standby generator. On April 22, 2020, the City publicly advertised Phase I of the Duffyfield Wetlands Project and on May 22, 2020 the City received five qualified bids, with the lowest bid being received from Jones and Smith Contractors in the amount of \$ 789,920.00. If awarded it is anticipated that this project will begin within the next 30-45 days and has a contract time of 150 consecutive days for substantial completion.

Recommendation:

The Public Works Department has reviewed the bids submitted and checked references for Jones and Smith Contractors and request that the Board of Aldermen consider adopting a Resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and any change orders, within the budgeted amount, for Phase I of the Duffyfield Wetlands Project.

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

Enclosures

Cc: Amanda Ohlensehlen, Community and Economic Development Manager

RESOLUTION

THAT WHEREAS, Phase I of the Duffyfield Wetlands Project was publicly advertised on April 22, 2020, and a pre-bid meeting was held on May 12, 2020; and

WHEREAS, the following five qualified bids were received on May 22, 2020:

Jones and Smith Contractors	\$ 789,920.00
Sawyer Land Development	\$ 845,143.00
Trader Construction	\$1,012,200.00
Civil Works Contracting	\$1,058,809.89
Sunland Development	\$1,170,380.00

WHEREAS, the Director of Public Works of the City of New Bern recommends the City Manager be authorized to execute contract documents with the lowest bidder, Jones and Smith Contractors, in the amount of \$789,920.00, for Phase I of the Duffyfield Wetlands Project and any change orders within the budgeted amount.

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

That the City Manager is hereby authorized to execute on behalf of the City of New Bern all contract documents with Jones and Smith Contracting for Phase I of the Duffyfield Wetlands Project and any change orders within the budgeted amount.

ADOPTED THIS 9th DAY JUNE 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



NEW BERN

NORTH CAROLINA

Duffyfield Wetlands Project - Phase I

BID RESULTS

<u>Contractors Name</u>	<u>Bid Bond</u>	<u>Info Available Form</u>	<u>Affidavit of Non-Collusion</u>	<u>E-Verify Affidavit</u>	<u>Contractors License Info</u>	<u>MBE Forms</u>	<u>Bid Form - Addendums</u>	<u>Total</u>
Jones and Smith Contractors	<input checked="" type="checkbox"/>	\$789,920.00						
Sawyer Land Development	<input checked="" type="checkbox"/>	\$845,143.00						
Trader Construction	<input checked="" type="checkbox"/>	\$1,012,200.00						
Civil Works Contracting	<input checked="" type="checkbox"/>	\$1,058,809.89						
Sunland Development	<input checked="" type="checkbox"/>	\$1,170,380.00						
	<input type="checkbox"/>							
	<input type="checkbox"/>							

I hereby certify that this is a record of all of the bids received for Phase I of the Duffyfield Wetlands Project.

Matthew L. Montanye, Director of Public Works

5/22/2020

Date

Project Bid Tabulation Duffyfield Community Stormwater Imp. - Phase 1 City of New Bern WithersRavenel Project No. 09200158.00				May 22, 2020		Jones & Smith Contractors		Sawyer's Land Developing, Inc.		Trader Construction Co		Civil Works Contracting, LLC		Sunland Builders, Inc.	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price
Base Bid															
1	Mobilization & Bonding (not to exceed 3% of base bid)	LS	1	\$ 20,800.00	\$ 20,800.00	\$ 25,353.00	\$ 25,353.00	\$ 30,000.00	\$ 30,000.00	\$ 20,778.00	\$ 20,778.00	\$ 23,000.00	\$ 23,000.00		
2	Construction Surveying	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 11,352.00	\$ 11,352.00	\$ 35,000.00	\$ 35,000.00	\$ 11,607.10	\$ 11,607.10	\$ 5,000.00	\$ 5,000.00		
3	Lump Sum Grading	LS	1	\$ 194,000.00	\$ 194,000.00	\$ 131,502.32	\$ 131,502.32	\$ 131,040.00	\$ 131,040.00	\$ 146,729.82	\$ 146,729.82	\$ 233,560.00	\$ 233,560.00		
4	Combination Tree Protection & Silt Fence	LF	450	\$ 15.00	\$ 7,200.00	\$ 4.13	\$ 1,858.50	\$ 8.00	\$ 3,600.00	\$ 6.45	\$ 2,902.50	\$ 7.00	\$ 3,150.00		
5	Silt Fence	LF	2,400	\$ 14.00	\$ 33,600.00	\$ 3.30	\$ 7,920.00	\$ 4.00	\$ 9,600.00	\$ 8.69	\$ 20,856.00	\$ 5.00	\$ 12,000.00		
6	Silt Fence Outlet	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 275.00	\$ 550.00	\$ 500.00	\$ 1,000.00	\$ 221.14	\$ 442.28	\$ 1,000.00	\$ 2,000.00		
7	Filter Bag	EA	3	\$ 900.00	\$ 2,700.00	\$ 330.00	\$ 990.00	\$ 820.00	\$ 2,460.00	\$ 1,339.76	\$ 4,019.28	\$ 700.00	\$ 2,100.00		
8	Temporary Pumping	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 75,000.00	\$ 75,000.00	\$ 30,522.44	\$ 30,522.44	\$ 122,500.00	\$ 122,500.00		
9	Temporary Check Dam	EA	1	\$ 900.00	\$ 900.00	\$ 495.00	\$ 495.00	\$ 850.00	\$ 850.00	\$ 407.91	\$ 407.91	\$ 1,500.00	\$ 1,500.00		
10	Construction Entrance	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 3,135.00	\$ 12,540.00	\$ 1,000.00	\$ 4,000.00	\$ 5,106.63	\$ 20,426.52	\$ 1,500.00	\$ 6,000.00		
11	Temporary Gravel Road	SF	5,220	\$ 4.00	\$ 20,880.00	\$ 1.89	\$ 9,865.80	\$ 4.00	\$ 20,880.00	\$ 5.40	\$ 28,188.00	\$ 7.50	\$ 39,150.00		
12	Concrete Washout	EA	2	\$ 1,900.00	\$ 3,800.00	\$ 275.00	\$ 550.00	\$ 1,554.00	\$ 3,108.00	\$ 649.65	\$ 1,299.30	\$ 2,500.00	\$ 5,000.00		
13	Temporary Cofferdam	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 1,320.00	\$ 1,320.00	\$ 8,000.00	\$ 8,000.00	\$ 6,782.69	\$ 6,782.69	\$ 75,000.00	\$ 75,000.00		
14	Stormwater Pump Station	LS	1	\$ 264,000.00	\$ 264,000.00	\$ 448,575.00	\$ 448,575.00	\$ 520,000.00	\$ 520,000.00	\$ 468,792.06	\$ 468,792.06	\$ 412,800.00	\$ 412,800.00		
15	12" PC 350 DI Restrained Joint Force Main (Direct Bury)	LF	55	\$ 149.00	\$ 8,195.00	\$ 137.33	\$ 7,553.15	\$ 176.00	\$ 9,680.00	\$ 249.92	\$ 13,745.60	\$ 240.00	\$ 13,200.00		
16	8" PC 350 DI Restrained Joint Force Main (Direct Bury)	LF	15	\$ 149.00	\$ 2,235.00	\$ 236.22	\$ 3,543.30	\$ 231.00	\$ 3,465.00	\$ 215.94	\$ 3,239.10	\$ 345.00	\$ 5,175.00		
17	AWWA C153 Ductile Iron Fittings	LBS	195	\$ 18.00	\$ 3,510.00	\$ 41.93	\$ 8,176.35	\$ 6.00	\$ 1,170.00	\$ 27.50	\$ 5,362.50	\$ 7.00	\$ 1,365.00		
18	Bore & Jack 20" Steel Casing with 12" DI Restrained Joint Carrier Pipe	LF	140	\$ 580.00	\$ 81,200.00	\$ 570.03	\$ 79,804.20	\$ 455.00	\$ 63,700.00	\$ 1,120.55	\$ 156,877.00	\$ 930.00	\$ 130,200.00		
19	Concrete Driveway Apron	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 1,375.00	\$ 1,375.00	\$ 3,469.00	\$ 3,469.00	\$ 1,947.06	\$ 1,947.06	\$ 1,500.00	\$ 1,500.00		
20	Stilling Well	EA	1	\$ 18,500.00	\$ 18,500.00	\$ 8,664.54	\$ 8,664.54	\$ 21,000.00	\$ 21,000.00	\$ 8,888.61	\$ 8,888.61	\$ 7,000.00	\$ 7,000.00		
21	Catch Basin	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,894.00	\$ 3,894.00	\$ 7,640.00	\$ 7,640.00	\$ 6,375.19	\$ 6,375.19	\$ 6,800.00	\$ 6,800.00		
22	24" RCP	LF	96	\$ 80.00	\$ 7,680.00	\$ 90.19	\$ 8,658.24	\$ 92.00	\$ 8,832.00	\$ 110.77	\$ 10,633.92	\$ 80.00	\$ 7,680.00		
23	Flared End Section	EA	2	\$ 600.00	\$ 1,200.00	\$ 1,375.00	\$ 2,750.00	\$ 1,183.00	\$ 2,366.00	\$ 2,103.80	\$ 4,207.60	\$ 1,600.00	\$ 3,200.00		
24	Trash Rack	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 1,699.50	\$ 1,699.50	\$ 2,254.00	\$ 2,254.00	\$ 2,190.55	\$ 2,190.55	\$ 2,000.00	\$ 2,000.00		
25	NCDOT CL "B" Rip Rap	TDN	40	\$ 58.00	\$ 2,320.00	\$ 52.80	\$ 2,112.00	\$ 92.00	\$ 3,680.00	\$ 186.26	\$ 7,450.40	\$ 100.00	\$ 4,000.00		
26	Fountain	EA	1	\$ 19,000.00	\$ 19,000.00	\$ 14,712.98	\$ 14,712.98	\$ 17,706.00	\$ 17,706.00	\$ 14,393.49	\$ 14,393.49	\$ 18,500.00	\$ 18,500.00		
27	Landscaping	LS	1	\$ 48,600.00	\$ 48,600.00	\$ 18,425.00	\$ 18,425.00	\$ 15,200.00	\$ 15,200.00	\$ 52,011.44	\$ 52,011.44	\$ 19,000.00	\$ 19,000.00		
28	Davit Crane	LS	1	\$ 7,400.00	\$ 7,400.00	\$ 6,403.12	\$ 6,403.12	\$ 5,000.00	\$ 5,000.00	\$ 5,432.73	\$ 5,432.73	\$ 5,500.00	\$ 5,500.00		
29	Materials Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
Total Base Bid				\$	789,920.00	\$	845,143.00	\$	1,012,200.00	\$	1,058,809.09	\$	1,170,380.00		

Corrections made to Bid Proposal by Engineer

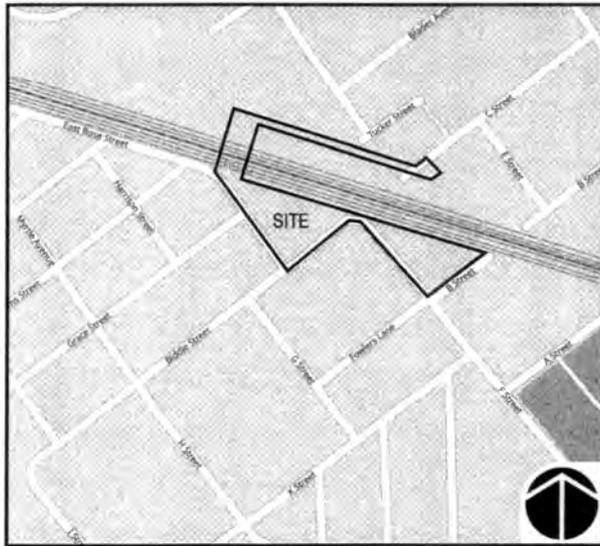
Date: May 26, 2020

CONSTRUCTION DRAWINGS

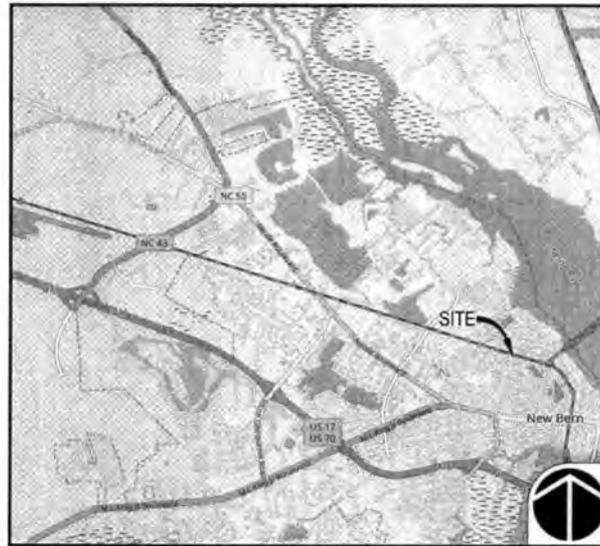
DUFFYFIELD COMMUNITY STORMWATER ENHANCEMENTS PROJECT - PHASE 1

NEW BERN, NORTH CAROLINA

ADDENDUM 1
MAY 8, 2020



LOCATION MAP
APPROXIMATE SCALE 1" = 200'



VICINITY MAP
APPROXIMATE SCALE 1" = 200'



PHASE MAP
APPROXIMATE SCALE 1" = 100'

INDEX OF SHEETS	
Sheet Number	Sheet Title
C-0	Cover (This Sheet)
C-1	General Notes & Legend
C-2	Existing Conditions
C-3	Overall Grading & Site Plan
C-4	Stormwater Force Main Plan and Profile
C-5	Erosion Control Plan
C-6	NCGH Requirements & Erosion Control Details
C-7	Erosion Control Details
C-8	Details
PS-1	Pump Station Site Plan
PS-2	Pump Station Plan Detail
PS-3	Pump Station Section Detail
PS-4	Pump Station Details
PS-5	Pump Station Details
PS-6	Pump Station Electrical Plan & Details
PS-7	Pump Station Electrical Plan & Details
PS-8	Fences Details

REVISIONS	Number	Description	Date
	1	ADDENDUM 1	05/08/20

PREPARED BY:



WithersRavenel
Engineers | Planners | Surveyors

115 MacKean Drive | Cary, NC 27511 | T: 919.469.3340 | License #: C-0832 | www.withersravenel.com



NEW CAROLINA PROFESSIONAL ENGINEER
No. 24420
Christopher N. Hines



DANGER
Overhead Electrical
Power Lines



811
Know what's below.
Call before you dig.

DEVELOPER/OWNER



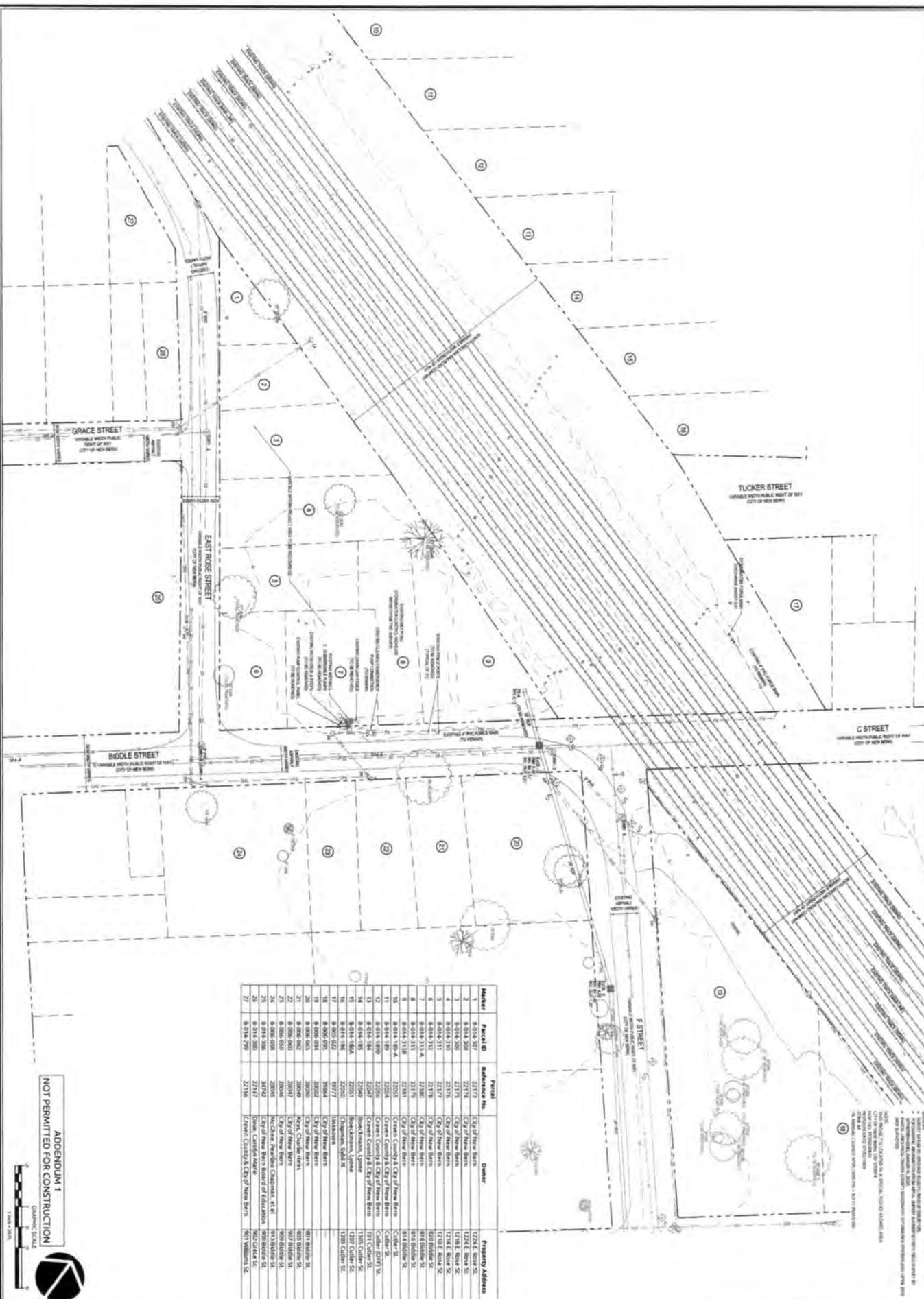
CITY OF NEW BERN
1004 South Glenburnie Road
New Bern, North Carolina 28560
Telephone: (252) 639-7501
Attn. Mr. Matt Montayne

Everything comes together here

NOTE:
THIS PROJECT IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.
CITY OF NEW BERN, I.D. 150001-A
MAP NO. 172858000
DIVISION DATE: 01-01-2019
ZONE: AE
1% ANNUAL CHANCE FLOOD: 1000-YRS. = 6.0 FT. (BASED ON)

**ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION**

ADDENDUM 1
CONSTRUCTION DRAWINGS
DUFFYFIELD COMMUNITY STORMWATER ENHANCEMENTS
PROJECT NO. 20190118



Marker	Parcel ID	Parcel Area	Owner	Property Address
1	8-018-312	22114	City of New Bern	1234 E. 1st St.
2	8-018-308	22114	City of New Bern	1234 E. 1st St.
3	8-018-308	22114	City of New Bern	1234 E. 1st St.
4	8-018-310	22114	City of New Bern	1234 E. 1st St.
5	8-018-311	22114	City of New Bern	1234 E. 1st St.
6	8-018-312	22114	City of New Bern	1234 E. 1st St.
7	8-018-313-A	22114	City of New Bern	1234 E. 1st St.
8	8-018-313	22114	City of New Bern	1234 E. 1st St.
9	8-018-314	22114	City of New Bern	1234 E. 1st St.
10	8-018-315	22114	City of New Bern	1234 E. 1st St.
11	8-018-316	22114	City of New Bern	1234 E. 1st St.
12	8-018-317	22114	City of New Bern	1234 E. 1st St.
13	8-018-318	22114	City of New Bern	1234 E. 1st St.
14	8-018-319	22114	City of New Bern	1234 E. 1st St.
15	8-018-320	22114	City of New Bern	1234 E. 1st St.
16	8-018-321	22114	City of New Bern	1234 E. 1st St.
17	8-018-322	22114	City of New Bern	1234 E. 1st St.
18	8-018-323	22114	City of New Bern	1234 E. 1st St.
19	8-018-324	22114	City of New Bern	1234 E. 1st St.
20	8-018-325	22114	City of New Bern	1234 E. 1st St.
21	8-018-326	22114	City of New Bern	1234 E. 1st St.
22	8-018-327	22114	City of New Bern	1234 E. 1st St.
23	8-018-328	22114	City of New Bern	1234 E. 1st St.
24	8-018-329	22114	City of New Bern	1234 E. 1st St.
25	8-018-330	22114	City of New Bern	1234 E. 1st St.
26	8-018-331	22114	City of New Bern	1234 E. 1st St.
27	8-018-332	22114	City of New Bern	1234 E. 1st St.

APPENDIX 1
NOT PERMITTED FOR CONSTRUCTION



C-5

NO. 1

DATE

BY

PROJECT

SCALE

1" = 20'

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1" = 80'

1" = 160'

1" = 320'

1" = 640'

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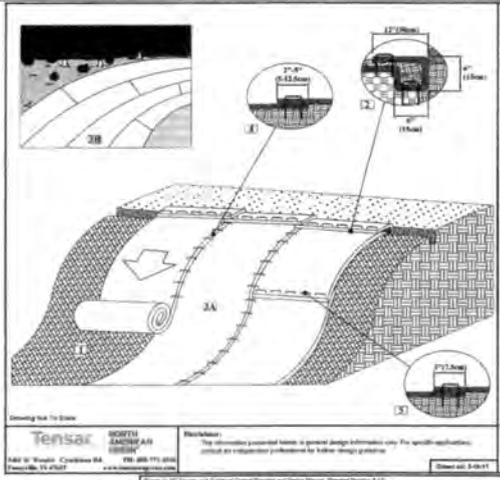
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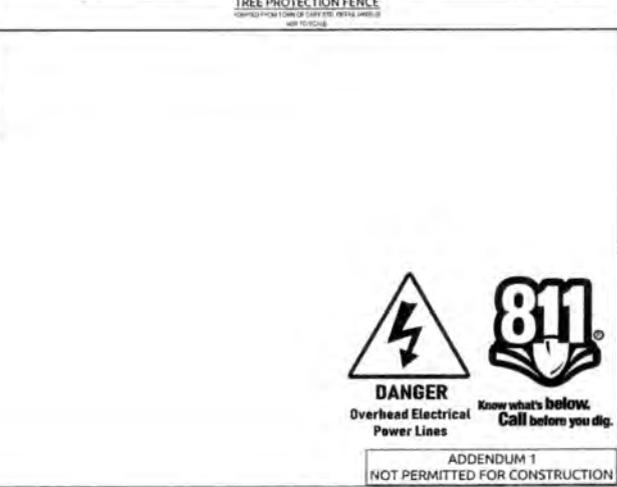
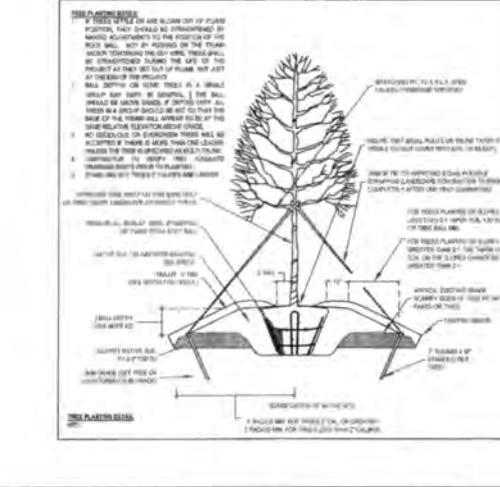
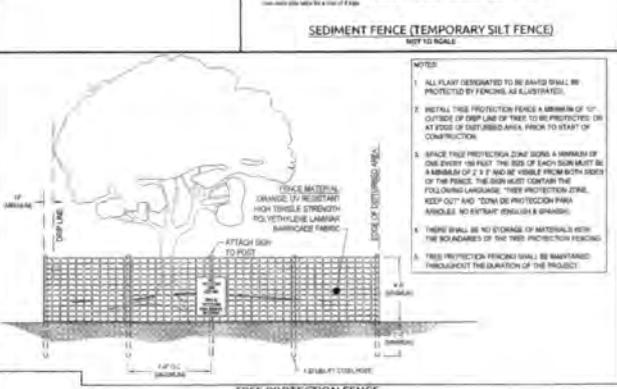
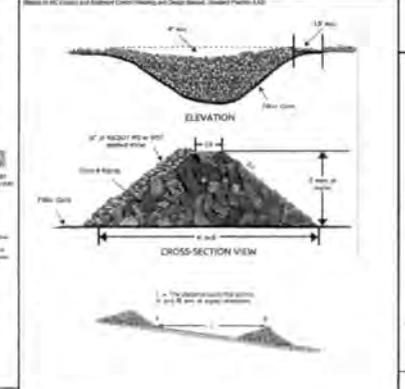
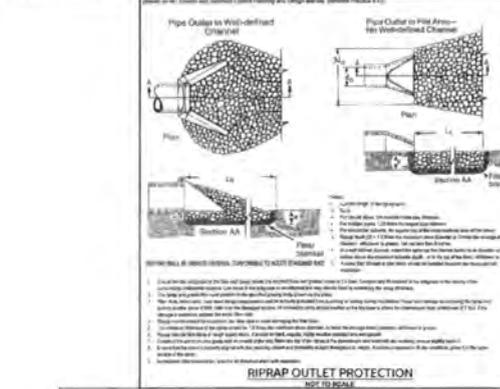
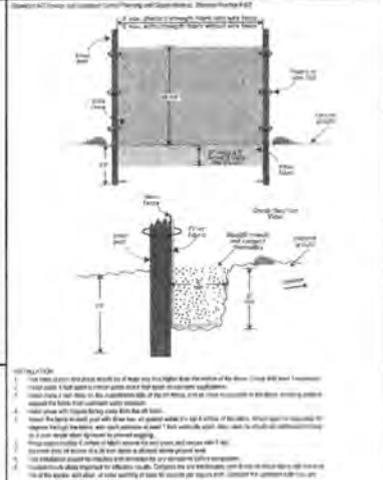
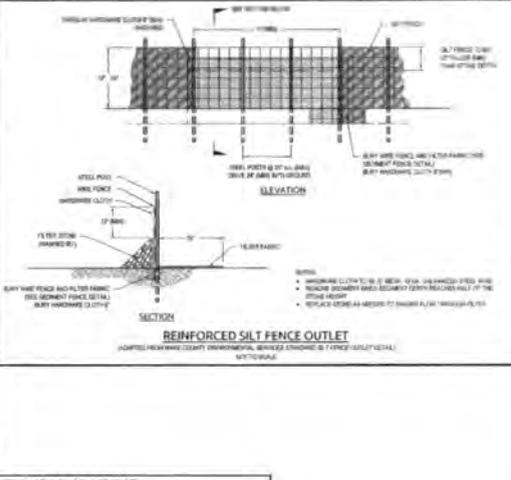
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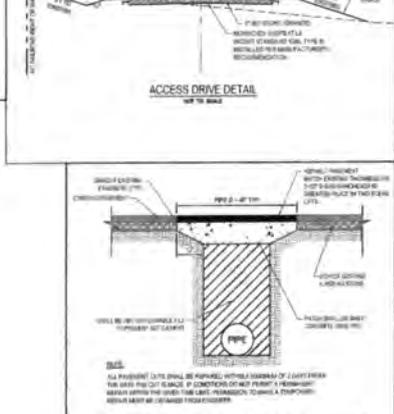
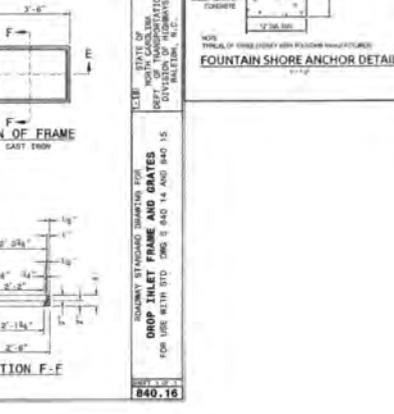
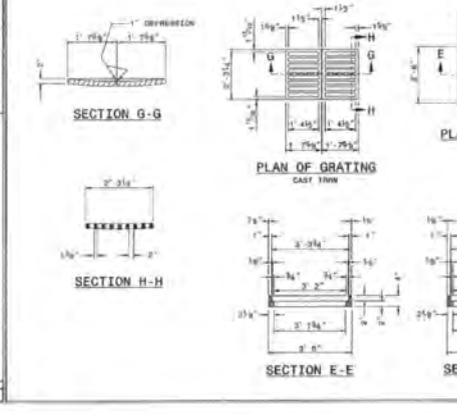
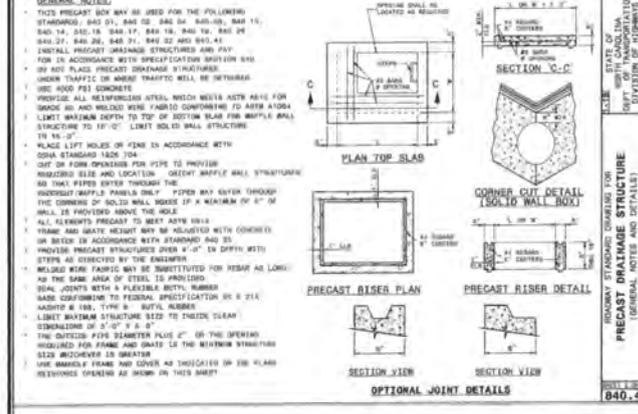
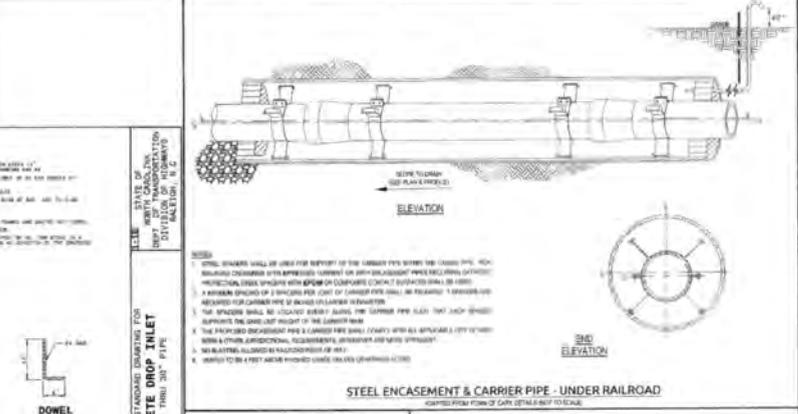
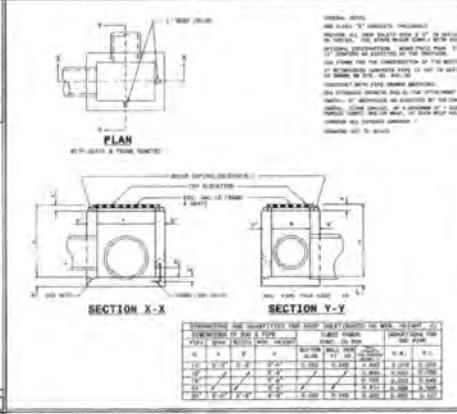
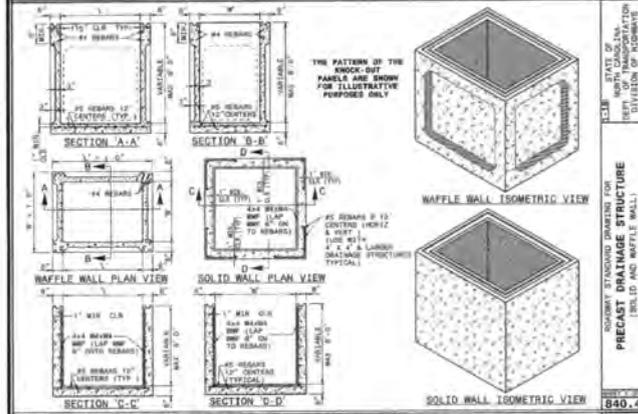
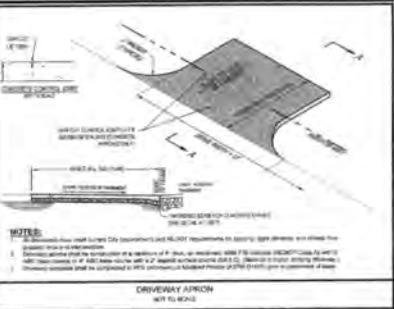
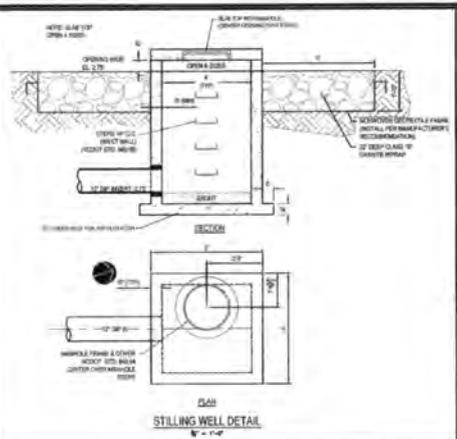
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SLOPE INSTALLATION DETAIL

1. Prepare site before installing riprap. Remove all vegetation, rocks, and debris. Grade to the slope by installing the riprap in 10' (3.0m) long x 10' (3.0m) wide strips with approximately 10' (3.0m) spacing between strips. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade.
2. Place riprap on the slope by installing the riprap in 10' (3.0m) long x 10' (3.0m) wide strips with approximately 10' (3.0m) spacing between strips. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade.
3. The edges of riprap must be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade.
4. Consideration should be given to the slope angle and riprap size. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade. Riprap should be placed on a prepared subgrade.





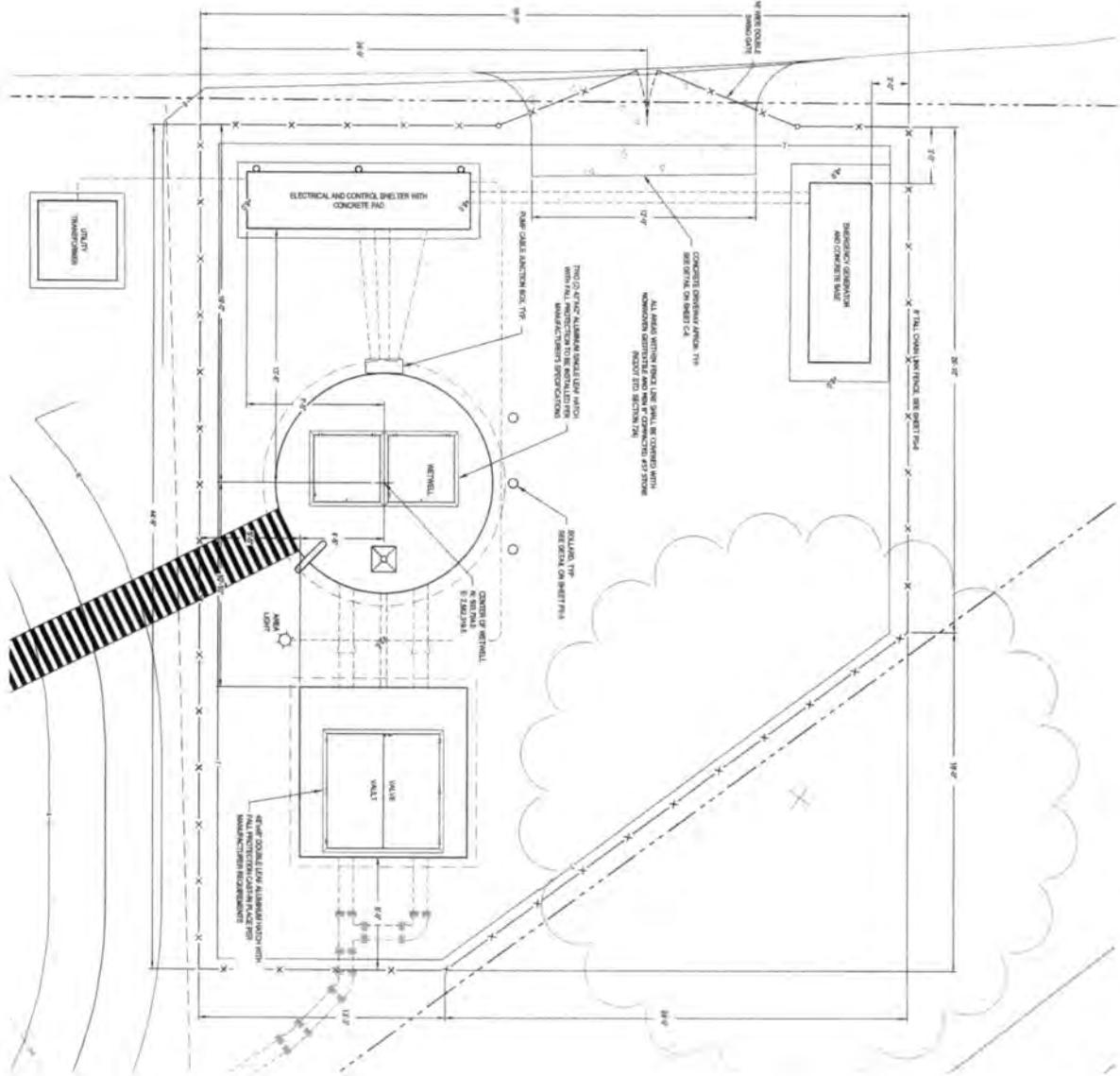
WithersRavenel
Engineers | Planners | Surveyors

Duffyfield Community Stormwater Enhancements Project - Phase 1

DETAILS

ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION

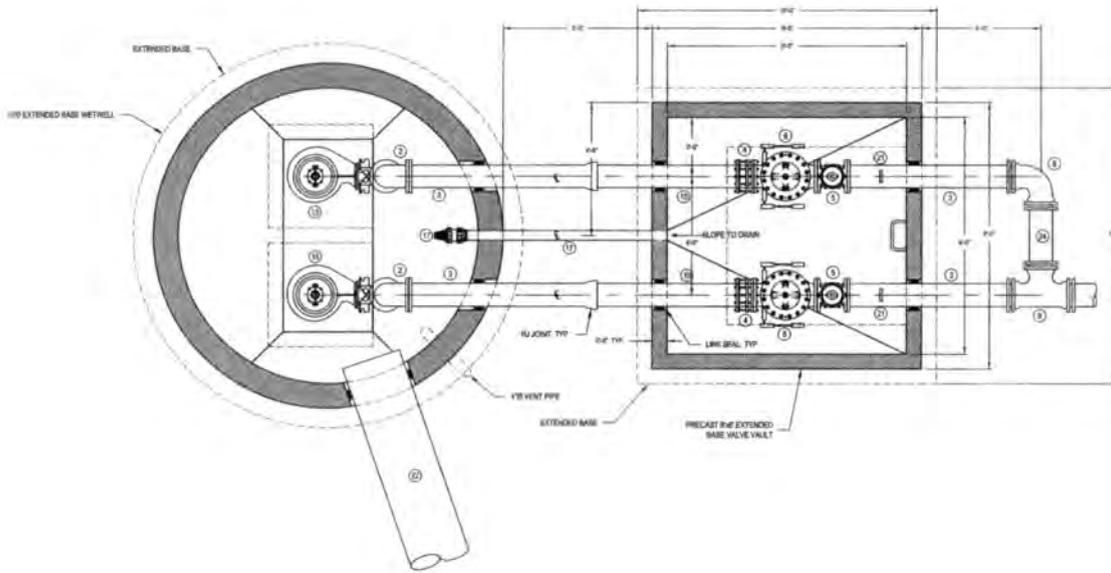
C-8



- NOTES
1. ALL DIMENSIONS UNLESS SHOWN TO THE CONTRARY SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 2. LIMIT OF CONSTRUCTION SHALL BE SHOWN BY DASHED LINE.
 3. MANHOLE VERTICAL CURVA 1:1000.00

ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION





KEY NOTES (FOR SHEETS PS-2 & PS-3)

- 1 2" FL. O/HRE
- 2 2" FL. W/ BEED
- 3 2" FL. (R) O/HRE
- 4 2" FL. NBT (R) O/HRE W/ GASKETING COUPLING
- 5 2" FL. FLUID VALVE (BALL PORT)
- 6 2" FL. AIR CUSHIONED CHECK VALVE
- 7 2" FL. W/ BEED
- 8 2" FL. W/ BEED
- 9 2" FL. TEE
- 10 2" FL. (R) O/HRE
- 11 APE SUPPORT
- 12 2" FL. O/HRE
- 13 2" 30X 40 S/S GUIDERAIL
- 14 SUBMERSIBLE PUMP
- 15 S.S. LIFT CABLE/CHAIN
- 16 2" 30X 40 PPG DRAIN LINE WITH BALL CHECK VALVE
- 17 FLOAT CONTROL COORD (TYP)
- 18 CONCRETE FILL*
- 19 SUPPORTS FOR 2"X30X4 S/S GUIDERAILS
- 20 1/2" PSI PRESSURE GAUGE W/ 1/4" BALL VALVE
- 21 2" W/ 1/2" INFLUENT SENSOR
- 22 1" PDS CONDUITS WITH SEAL-OFFS AND ABOVE GROUND HOT/STAN WATERING IN SERVICE FROM 40 S/S JUNCTION BOX OR FROM
- 23 2" FL. O/HRE

PUMP STATION PLAN
N.T.S.

NOTES

- 1 SEE ELECTRICAL SHEET FOR ADDITIONAL DETAILS.
- 2 WETWELL INTERIOR & EXTERIOR TO BE FINISHED PER SPECIFICATIONS.
- 3 WATCH SAFETY NETTING SHALL BE WATCH NET AS MANUFACTURED BY SAFE APPROACH, INC. OR APPROVED EQUAL.
- 4 WELDN FLANGES OR DRUGGER COUPLINGS SHALL BE UTILIZED BY WETWELL PIPING.
- 5 ALL PIPING IN WETWELL AND VALVE VAULT SHALL BE FLANGED CLASS 2B DFP WITH 2B SLS HARDWARE AND PAINTED PER THE SPECIFICATIONS UNLESS OTHERWISE NOTED.
- 6 PIPING SHALL BE SUPPORTED AS NECESSARY.
- 7 ALL PENETRATIONS INTO PRECAST STRUCTURES SHALL BE DONE BY CORE DRILLING AND PIPES SHALL BE SEALED WITH NON-SHRINK GROUT, LAM BEALS OR OTHER APPROVED METHODS TO MAKE A WATER TIGHT SEAL.
- 8 CONTRACTOR SHALL VERIFY SIZE OF WETWELL ACCESS HATCH TO DETERMINE IF HATCH SIZE OR FLANGE WILL ACCOMMODATE SELECTED PUMP.
- 9 WELDER YELLOW SHIRTS ON ALL CABLES SUSPENDED FROM CABLE BRACKET.
- 10 SUBMERSIBLE PUMPS, MOTORS AND ACCESSORY EQUIPMENT SHALL BE AS MANUFACTURED BY FLYCOR FABRICATIONS, INC. W/TCR CHARTER OR APPROVED EQUAL, BY THE CITY OF NEW BIRM.
- 11 THE CONTRACTOR SHALL SUBMIT 3 BOUND COMPLETE O&M MANUALS TO THE OWNER COVERING ALL EQUIPMENT FURNISHED: PUMPS, MOTORS, CONTROLS, ALARMS, ETC. MANUALS SHALL BE DELIVERED PRIOR TO PUMP START-UP.
- 12 AT THE TIME THAT THE PUMPING STATION IS ACCEPTED FOR OPERATION AND MAINTENANCE BY THE OWNER, SPARE PARTS SHALL BE FURNISHED, CONSISTING OF ANY ITEMS WHICH ARE RECOMMENDED BY THE EQUIPMENT MANUFACTURER AND LISTED IN THE O&M MANUAL. FOR SUBMERSIBLE PUMPS, A REPLICA OF THE MANUFACTURER'S OPERATING CONDITIONS, ETC. SHALL BE PROVIDED.
- 13 EACH PUMP LIFT CHAIN SHALL CONSIST OF THE FOLLOWING: TWO (2) FEET OF 1/2" INCH STAINLESS STEEL CHAIN CONNECTED TO 1/2" INCH STAINLESS STEEL CABLE TO THE TOP OF THE WET WELL WITH FIVE (5) FEET EXTENDED BEYOND THE HATCH.
- 14 DRAFT CHAIN SHALL BE TERRY SERIES E/F/L WITH A MINIMUM LOAD CAPACITY OF 1,000 LBS. OR APPROVED EQUAL, NOT SHOWN ON THIS PLAN. SEE SHEET PS-4 FOR ADDITIONAL INFORMATION.

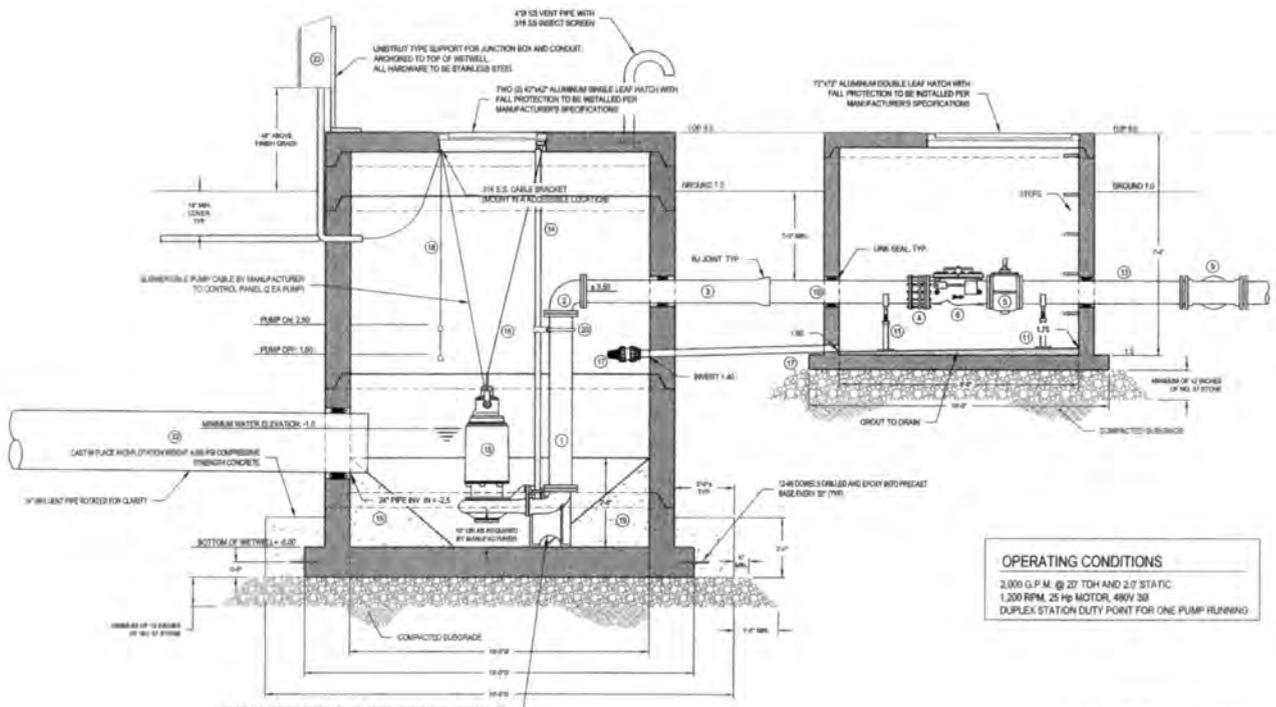
ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION



DATE	DESCRIPTION	BY
1	ADDENDUM 1	2008



Drawn by:	AS
Checked by:	AS
Scale:	AS
Sheet No.:	AS
Project No.:	AS



OPERATING CONDITIONS
2,800 G.P.M. @ 27 TDH AND 2.0\"/>

KEY NOTES (FOR SHEETS PS-2 & PS-3)

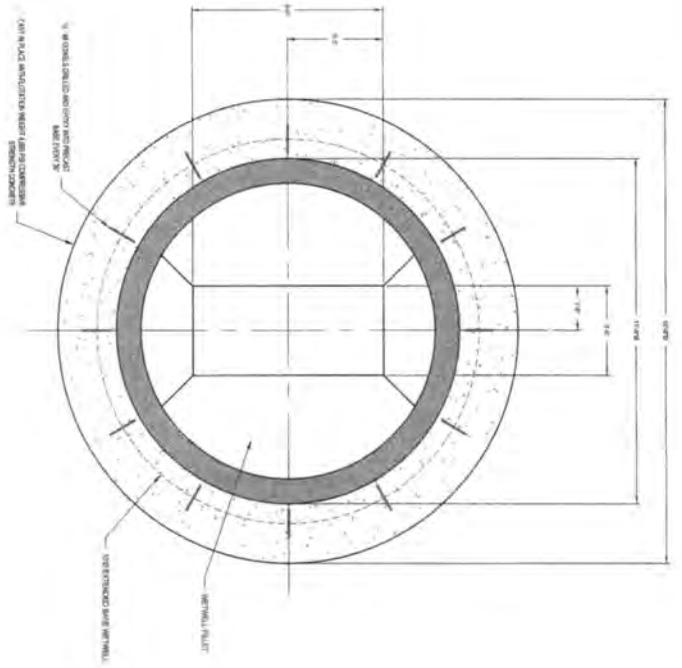
- 1 8\"/>
- 2 8\"/>
- 3 P.F. 4\"/>
- 4 P.F. RESTRAINED DISMANTLING COUPLING
- 5 P.F. FULL VALVE (FULL PORT)
- 6 P.F. AIR-GUSHED CHECK VALVE
- 7 ~~8\"/>
- 8 P.F. 4\"/>
- 9 P.F. 4\"/>
- 10 P.F. 4\"/>
- 11 P.F. 4\"/>
- 12 ~~8\"/>
- 13 2\"/>
- 14 SUBMERSIBLE PUMP
- 15 5.5\"/>
- 16 7\"/>
- 17 4\"/>
- 18 CONCRETE VALLET
- 19 SUPPORTS FOR SAND DA. GUIDE RAILS
- 20 4\"/>
- 21 2\"/>
- 22 2\"/>
- 23 1-\"/>
- 24 P.F. 4\"/>~~~~

- NOTES**
- 1 SEE ELECTRICAL SHEET FOR ADDITIONAL CHIEF
 - 2 WELLS INTERIOR & EXTERIOR TO BE FINISHED PER SPECIFICATIONS
 - 3 HATCH SAFETY NETTING SHALL BE HATCH NET AS MANUFACTURE BY SAFE APPROACH, INC. OR APPROVED EQUAL
 - 4 NO UNPLAQUE OR DRESSER COUPLING SHALL BE UTILIZED IN WELLS PIPING
 - 5 ALL PIPING IN WELLS AND VALVE WELLS SHALL BE F.L.H.W.D. CLASS 250 OR WITH 1/4\"/>
 - 6 PIPING SHALL BE SUPPORTED AS NECESSARY
 - 7 ALL PENETRATIONS INTO PRECAST STRUCTURES SHALL BE DONE BY CORE DRILLING AND PIPING SHALL BE SEALED WITH NON-SWIM GROUT, LUG SEALS OR OTHER APPROVED MEANS TO MAKE A WATER TIGHT SEAL
 - 8 CONTRACTOR SHALL VERIFY SIZE OF WELLS ACCESS HATCH TO DETERMINE IF HATCH SIZE ON PLANS WILL ACCOMMODATE SELECTED PUMP
 - 9 PROVIDE COLUMN GRIPS ON ALL CABLES SUSPENDED FROM CABLE BRACKET
 - 10 SUBMERSIBLE PUMPS, MOTORS AND ACCESSORY EQUIPMENT SHALL BE AS MANUFACTURED BY PUMP MANUFACTURER, WORLDWIDE OR APPROVED EQUAL BY THE CITY OF NEW YORK
 - 11 THE CONTRACTOR SHALL SUBMIT 3 ENGINE COMPLETE O&M MANUALS TO THE OWNER COVERING ALL EQUIPMENT FURNISHED: PUMPS, MOTORS, CONTROLS, ALARM PANEL, ETC. MANUALS SHALL BE DELIVERED PRIOR TO PUMP START-UP
 - 12 AT THE TIME THAT THE PUMPING STATION IS ACCEPTED FOR OPERATION AND MAINTENANCE BY THE OWNER, SPARE PARTS SHALL BE FURNISHED, CONSISTING OF ANY ITEMS WHICH ARE RECOMMENDED BY THE EQUIPMENT MANUFACTURER AND LISTED IN THE O&M MANUAL. FOR SUBMERSIBLE PUMPS, A REPIKA OF THE MANUFACTURER WITH SERIAL NUMBER, MODEL NUMBER, MANUFACTURER, OPERATING CONDITIONS, ETC. SHALL BE PROVIDED
 - 13 EACH PUMP LIFT CHAIR SHALL CONSIST OF THE FOLLOWING: TWO (2) FEET OF 3/4\"/>
 - 14 CHAIR SHALL BE CONNECTED TO 3/4\"/>
 - 15 WITH 1/4\"/>
 - 16 CHAIR SHALL BE THRU SERIES 5110 HAVE A MINIMUM LOAD CAPACITY OF 1,000 LBS. OR APPROVED EQUAL (NOT SHOWN ON THIS PLAN, SEE SHEET PLS-4 FOR ADDITIONAL INFORMATION)

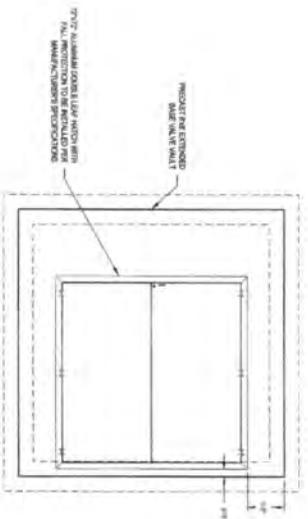
BASE ELBOW SUPPLIED BY PUMP MANUFACTURER LESS INTERNAL CHECK VALVE INCHOR TO WELLS FLOOR WITH 3/4\"/>

PUMP STATION SECTION
N.T.S.

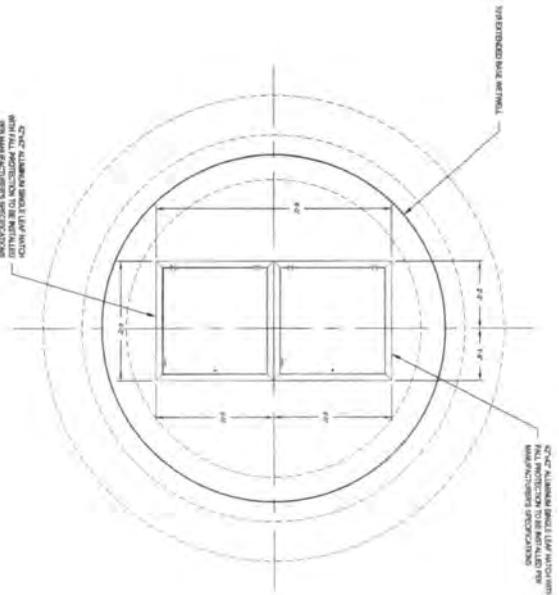
**ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION**



BASE / FILLET DETAIL
N.T.S.



VALVE VAULT HATCH LAYOUT
N.T.S.



WETWELL HATCH LAYOUT
N.T.S.

ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION

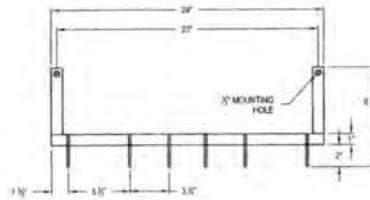
NO. OF SHEETS	1
TOTAL NO. OF SHEETS	1
DATE	
DESIGNER	
CHECKED BY	
APPROVED BY	

PUMP STATION DETAILS

Duffyfield Community
Stormwater Enhancements
Project - Phase 1



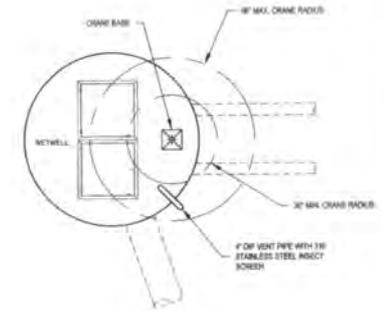
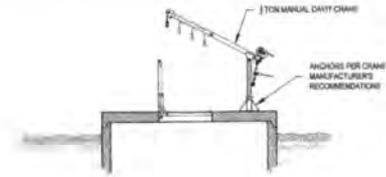
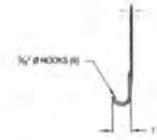
231 Macfarlane Drive | Cary, NC 27513 | 919.489.2800 | www.wr.com



- NOTES:
1. CABLE HANGER TO BE 3/4\"/>

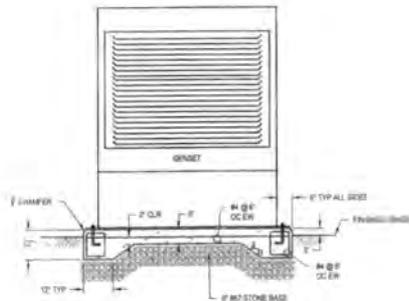
CABLE HANGER

N.T.S.



DAVIT CRANE

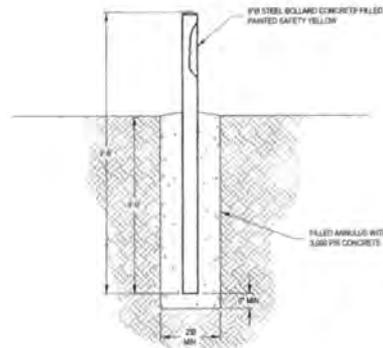
N.T.S.



- NOTES:
1. CONTRACTOR TO COORDINATE GENERATOR PAD SIZE AND ANCHOR DETAILS WITH GENERATOR MANUFACTURER.
 2. CONCRETE TO HAVE A MIN 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI.

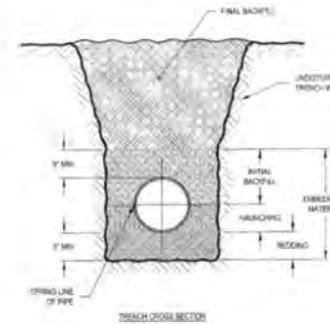
GENERATOR

NOT TO SCALE



BOLLARD

NOT TO SCALE



- NOTES:
1. FOR FILLABLE PIPE EMBEDMENT MATERIAL MAY BE EITHER CLASS I OR CLASS II.
 2. FOR SEMI-RIGID PIPE EMBEDMENT MATERIAL MAY BE CLASS I, CLASS II OR CLASS B.
 3. EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR DENSITY FOR CLASS I AND CLASS II MATERIALS, AND A MINIMUM OF 80% STANDARD PROCTOR DENSITY FOR CLASS B.

PIPE BEDDING DETAIL

NOT TO SCALE

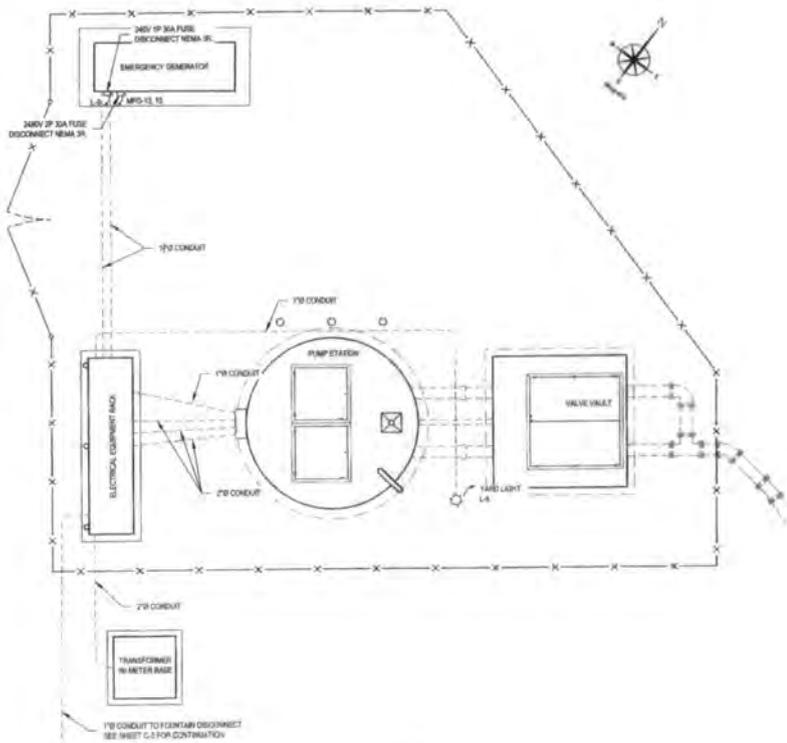
ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION



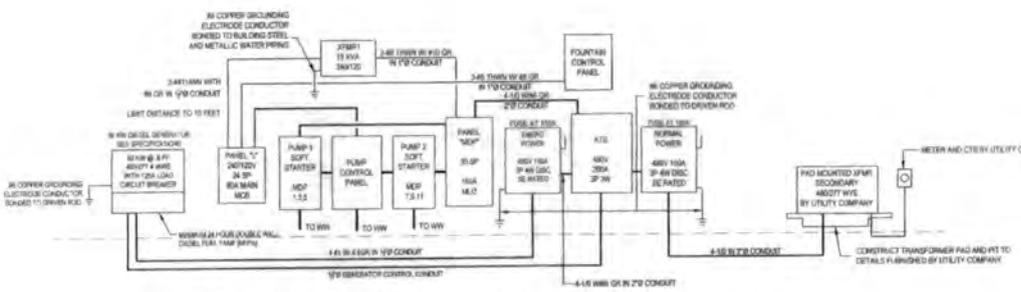
Project No.	ADDENDUM 1
Date	04/23/2018
Sheet No.	PS-5



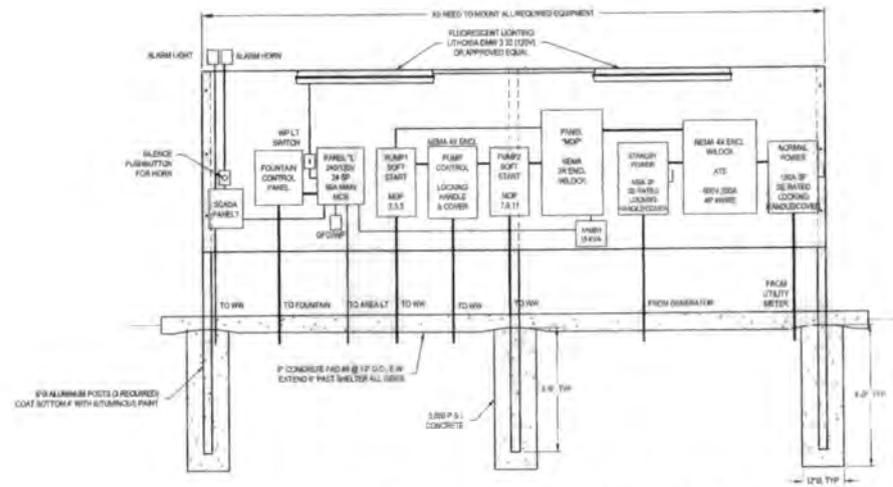
Scale:
1. AS SHOWN 1" = 10'
2. AS SHOWN 1" = 10'



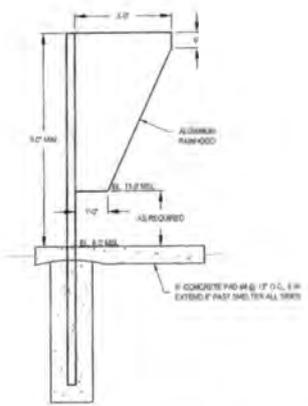
SITE ELECTRICAL LAYOUT
NOT TO SCALE



ELECTRICAL RISER SCHEMATIC DIAGRAM
NOT TO SCALE



ELECTRICAL SERVICE ARRANGEMENT - FRONT VIEW
NOT TO SCALE



ELECTRICAL SERVICE ARRANGEMENT - SIDE VIEW
NOT TO SCALE

- NOTES:
1. SEE SHEET PLS-1 FOR ELECTRICAL NOTES.
 2. SHELTER SHALL BE LARGE ENOUGH TO ACCOMMODATE ALL ELECTRICAL EQUIPMENT AS SHOWN ON CONTROL PANEL LAYOUT.
 3. SHELTER BACKING PLATE, HOOD AND SIDES TO BE 5/16\"/>

**ADDENDUM 3
NOT PERMITTED FOR CONSTRUCTION**

D. N. Kinley P.E.
115 Mackensen Drive
Cary, NC 27511
Phone: 460-9091
ELECTRICAL DESIGN

Panel Schedule: PANEL "MCP"		1 Phase 4 Wire		Voltage LL: 480		Voltage LG: 277									
OC Devices: BREAKERS		Device Family: BOLT ON		Mounting SURFACE		Enclosure: NEMA 4X									
Comments: 30 SPACE MAIN LOGS		Bus Rating: 150A		Available Fault Duty: 65 KA		3 Phase									
CKT NO	DESCRIPTION LOCATION	LOAD TYPE	CRITERIA EA QTY DEM	TOTAL VA	REMARKS	DEVICE AMPS	F H	P	REMARKS	TOTAL VA	LOAD TYPE	CRITERIA EA QTY DEM	DESCRIPTION LOCATION	CKT NO	
01	PUMP 1 SOFT STARTER 25HP	MTR	9 8420	3.64 MW @ 80 GR	75	3	A	40	2	2.88 MW @ 10 GR	4500	BLUSH	3	SSDFM1P3RM	02
02			9 8420							4500	BLUSH	3	SSDFM1P3RM	04	
03			9 8420							4500	BLUSH	3	SSDFM1P3RM	06	
07	PUMP 2 SOFT STARTER 25HP	MTR	9 11775	3.64 MW @ 80 GR	75	3	A						SPARE	08	
09			9 11775											10	
11			9 11775											12	
13	BLOCK HEATER	HTB	9 1550	2.815 MW @ 10 GR	30	2	A							14	
15			9 1550											16	
17	SPARE					20	1	C						18	
19														20	
21														22	
23														24	
25														26	
27														28	
29														30	
END USE LOADS PHASE A VA		27 180		PHASE B VA		27 180		PHASE C VA		27 180					
TOTAL LOADS DESIGN KVA														81.6	
DESIGN FLA														88A	

Panel Schedule: PANEL "L"		1 Phase 3 Wire		Voltage LL: 240		Voltage LG: 120									
OC Devices: BREAKERS		Device Family: BOLT ON		Mounting SURFACE		Enclosure: NEMA 4X									
Comments: 12 SPACE 60 MCB		Bus Rating: 90A		Available Fault Duty: 10KA		1 Phase									
CKT NO	DESCRIPTION LOCATION	LOAD TYPE	CRITERIA EA QTY DEM	TOTAL VA	REMARKS	DEVICE AMPS	F H	P	REMARKS	TOTAL VA	LOAD TYPE	CRITERIA EA QTY DEM	DESCRIPTION LOCATION	CKT NO	
01	CHALLENGE LOG	GEN	1 600	2412 VWR12GR	25	1	A	20	1	2412W @ 12GR	1500	RECP	3	RECEPTACLES	02
03	BATTERY CHARGER	GEN	1 1500	2412 VWR12GR	25	1	B	20	1	2412W @ 12GR	600	LTS	1	YARD LIGHT	04
05	PUMP CONTROL PANEL	GEN	1 600	2412 VWR12GR	25	1	A	20	1	2412W @ 12GR	600	LTS	1	SHelter LIGHT	06
07										1500				08	
09										1500				10	
11										1500				12	
END USE LOADS PHASE A VA		4,500		PHASE B VA		4,500		PHASE C VA		4,500					
TOTAL LOADS DESIGN KVA														9.0	
DESIGN FLA														38.0A	

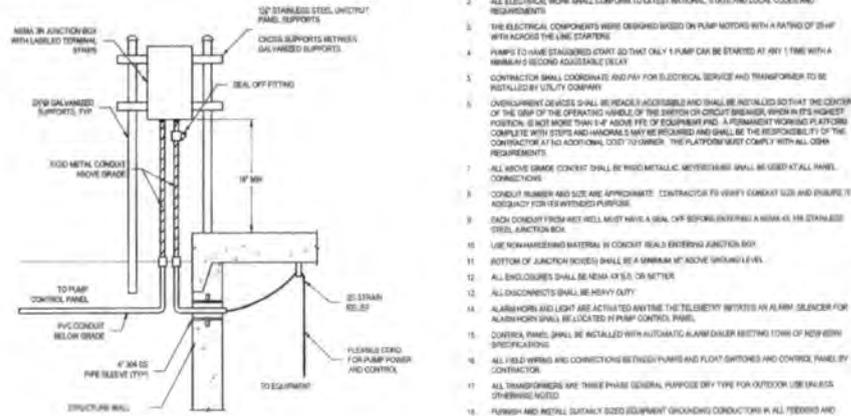
PS-PUMP STATION HAZARD IDENTIFICATION BY SUPPLIER TO ELECTRICAL CONTRACTOR

Check	Alarm Type	Alarm State	Wire Color	Wire Color	Response Party
1	HIGH LEVEL ALARM	CLOSED	RED	RED	INSTALL EC
2	LOW LEVEL ALARM	CLOSED	WHITE	WHITE	INSTALL EC
3	PUMP #1 HIGH TEMP	CLOSED	BLACK	BLACK	INSTALL EC
4	PUMP #2 HIGH TEMP	CLOSED	GREEN	GREEN	INSTALL EC
5	PUMP #1 SEAL FAILURE	CLOSED	BLACK	BLACK	INSTALL EC
6	PUMP #2 SEAL FAILURE	CLOSED	BLACK	BLACK	INSTALL EC
7	PUMP #1 RUN FAILURE	CLOSED	RED	RED	INSTALL EC
8	PUMP #2 RUN FAILURE	CLOSED	BLACK	BLACK	INSTALL EC
9	GENERATOR RUNNING NO ALARMS	CLOSED	BROWN	BROWN	TURNER UD
10	GENERATOR START FAIL	OPEN	WHITE	WHITE	INSTALL EC
11	POSITION SWITCH ON ATS STATION ON COMMERCIAL POWER	OPEN	BLUE	BLUE	INSTALL EC
12	POSITION SWITCH ON ATS STATION ON GENERATOR POWER	OPEN	YELLOW	YELLOW	INSTALL EC

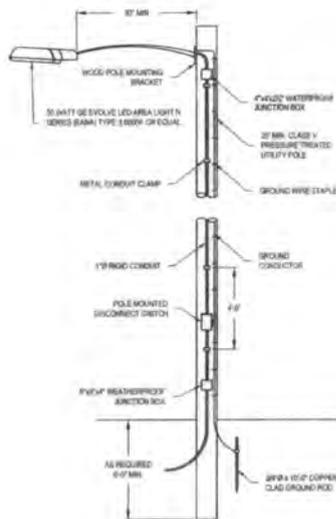
NOTES

1. ABOVE GROUND JUNCTION BOX TO USE EQUIPMENT BRANCH CIRCUIT TO PLUMBABLE. BOX TO BE WATER PROOF. SEAL FLEXIBLE CABLE ENTRY POINTS WITH BRASS FITTINGS. INSTALL VULCANIZING GROMMETS AT TOP OF STRUCTURES TO SUPPORT VERTICAL SECTION OF EQUIPMENT FEED CABLE.

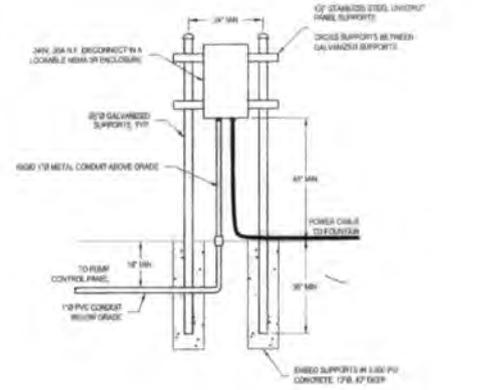
2. ABOVE GROUND JUNCTION BOX TO USE EQUIPMENT CONTROLS TO FLEXIBLE CONTROL WIRE. INSTALL APPROPRIATE RATED INSULATED PVC CONDUIT BELOW BRIDGE TO EQUIPMENT CONTROL PANEL AS REQUIRED.



JUNCTION BOX
NOT TO SCALE



LIGHT POLE DETAIL
NOT TO SCALE



FOUNTAIN DISCONNECT
NOT TO SCALE

ADDENDUM 3
NOT PERMITTED FOR CONSTRUCTION

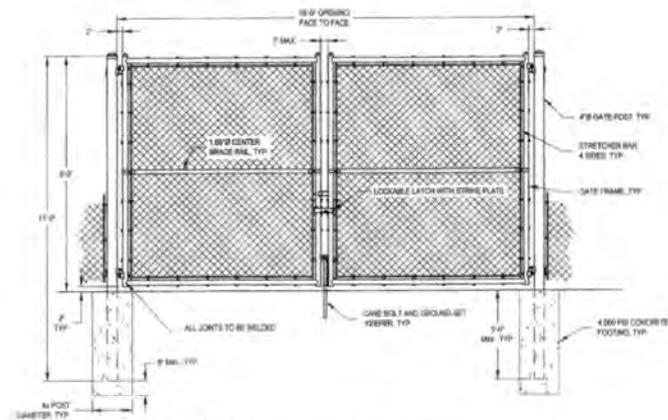


D.N. Kisley P.E.
115 Mackenay Drive
Cary, NC 27511
Phone: 460-9091

ELECTRICAL DESIGN

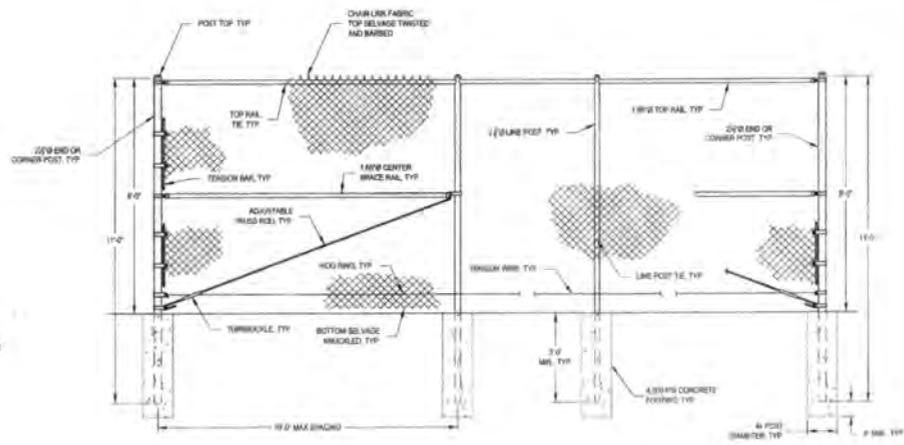


ADDENDUM 1
ADDENDUM 2
ADDENDUM 3

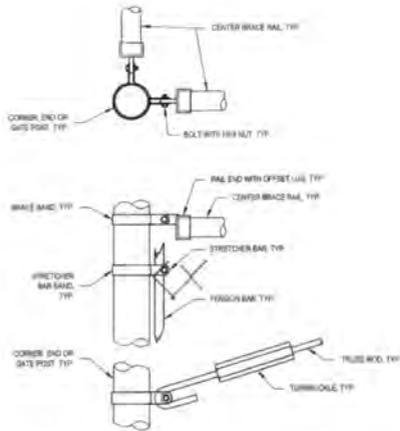


NOTES

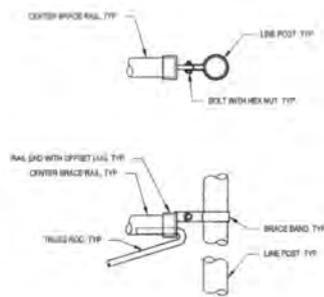
1. FENCE FABRIC SHALL BE 2 GA. WITH 2' MESH AND 2.0 OZ. GALVANIZED, 40% COATED BLACK.
2. ALL POSTS AND HARDWARE SHALL BE GALVANIZED AND VINYL COATED BLACK.
3. FENCING SHALL BE STRAIGHT WITH FLUMB SEES AND 90° CORNER TO THE LIMITS AS SHOWN ON SHEET PS-1.



CHAIN LINK FENCE DETAIL
NOT TO SCALE



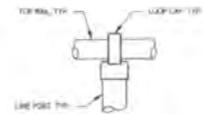
END, CORNER AND GATE POST
NOT TO SCALE



LINE POST
NOT TO SCALE



CORNER POST
NOT TO SCALE



ROUND TERMINAL POST
NOT TO SCALE



NO.	REVISION	DATE
1	ADDENDUM 1	08/19/2020

ADDENDUM 1
NOT PERMITTED FOR CONSTRUCTION

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt resolution approving partial release of easement with Weyerhaeuser NR Company

Date of Meeting: 6/9/2020	Ward # if applicable: 4
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Approval of a partial release of easement with the Weyerhaeuser NR Company to unencumber property in the West New Bern Development. This portion of the access easement is no longer needed for access to New Bern’s water supply wells.
Actions Needed by Board:	Adopt resolution approving partial release of easement.
Backup Attached:	Memo from Jordan Hughes, partial release of easement agreement, agreement attachments, and draft resolution for approving the partial release of easement.

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

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

Additional Notes:



NEW BERN

CITY OF NEW BERN

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

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer *JBH*
DATE: May 27, 2020
SUBJECT: **Recommendation to Approve Partial Release of Easement with Weyerhaeuser NR Company**

Background Information:

In 2007, the Weyerhaeuser Company granted to the City of New Bern various easements over their properties to the west of New Bern for the purposes of allowing access to the City's new water supply wells. Since 2007, access to these well sites has been improved with the construction of the NC Highway 43 connector and the road systems within the West New Bern Development. Many of the well sites can now be accessed via the new paved roads and the utilization of portions of the old timber road system is no longer necessary.

The Weyerhaeuser Company has recently requested the partial release of the 2007 easement to unencumber a portion of the West New Bern Development. I have reviewed the easement release requests from the Weyerhaeuser Company and have determined that the release of this portion of the access easement will not affect any of the City's current operations nor impede in planned future operations at this location.

Recommendation:

In order to allow the Weyerhaeuser Company in proceeding with the construction of their proposed West New Bern Development, City Staff is recommending the Board of Aldermen approve the requested partial release of easement with Weyerhaeuser NR Company.

Attached please find a copy of the partial release of easement agreement, agreement attachments, and a draft resolution for approving the partial release of easement.

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

RESOLUTION

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

That the Partial Release of Easement and Agreement dated June 9, 2020 by and between the City of New Bern and the Weyerhaeuser NR Company, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, for and on behalf of the City.

ADOPTED THIS 9TH DAY OF JUNE, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT made and entered into this the 9th day of ~~May~~ ^{June}, 2020, by and between the CITY OF NEW BERN, a North Carolina municipal corporation (the "City"); and WEYERHAEUSER NR COMPANY, a Washington corporation ("Weyerhaeuser");

W I T N E S S E T H:

WHEREAS, Weyerhaeuser is the owner of that certain real property commonly known as its Craven 30 parcel, which parcel is being developed as a mixed-use development to be known as West New Bern (hereinafter referred to as the "Weyerhaeuser Property"), and

WHEREAS, by that Deed of Easement recorded in Book 2646, Page 392 in the office of the Register of Deeds of Craven County (the "Easement"), the City acquired an easement from Weyerhaeuser over certain timber roads located within the Weyerhaeuser Property to access the City's well sites. The timber roads and the well sites are depicted on the map recorded in Plat Cabinet H, Slide 102-G in the office of the Register of Deeds of Craven County; and

WHEREAS, development is commencing on the Weyerhaeuser Property, and a portion of one of the timber roads described in the Easement, namely North Duffy Road, is located in areas under development or in which development is imminent; and

WHEREAS, Weyerhaeuser has requested that the City release its easement rights over a portion of North Duffy Road; and

WHEREAS, Weyerhaeuser has heretofore constructed roads within the Weyerhaeuser Property, which roads afford the City as good as or better access to its well sites than does the portion of North Duffy Road that Weyerhaeuser is requesting the City to release from the burdens of the Easement; therefore, and because the parties anticipated and understood that releases from the Easement would be necessary as the Weyerhaeuser Property was being developed, the City is amenable to releasing the portion of North Duffy Road described on attached Exhibit A; and

WHEREAS, the parties execute this Partial Release of Easement to set forth in writing the terms of their agreement with respect to the release of a portion of North Duffy Road from the Easement and the use of the roads within the Weyerhaeuser Property.

NOW, THEREFORE, the City, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by the party of the second part, the receipt and sufficiency of which hereby is acknowledged, has remised and released, and by these presents does remise, release, and forever quitclaim unto Weyerhaeuser, its successors and assigns, all rights, title and interest which the party of the first part may have or claim in and to the portion of North Duffy Road described on Exhibit A attached hereto and incorporated herein by reference. Weyerhaeuser confirms and acknowledges that the City shall be entitled to use the roads located within the Weyerhaeuser Property, including West New Bern Parkway as depicted on the map recorded in Plat Cabinet I, Slide 146-G, to access its well sites via the timber roads and portions thereof described in the Easement not hereby released. Weyerhaeuser acknowledges that a gap exists between the eastern terminus of paved West New Bern Parkway as depicted on the aforesaid recorded map and North Duffy Road, but that there exists a soil road connecting the pavement to North Duffy Road as the same leads to the City's well site numbers 9 and 10 (see area depicted on Exhibit B). Weyerhaeuser gives, grants, bargains, and conveys unto the City a non-exclusive easement over such road for the same purposes set forth in the Easement until such time as West New Bern is extended and the use of the road is no longer needed to access North Duffy Road.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed in such form as to be binding, as their duly authority acts, as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY OF NEW BERN

By: _____
Mayor

ATTEST:

City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, _____, a Notary Public in and for said County and State, do hereby certify that on the _____ day of June, 2020, 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: June, 2020

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

WEYERHAEUSER NR COMPANY

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

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

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____

(Official Seal)



Notary seal or stamp must appear within this box.

EXHIBIT A

The portion of North Duffy Road over which the City's Easement is hereby released is more particularly described as follows:

That portion running in an easterly direction commencing at the intersection of West New Bern Parkway and NC Highway 43 as depicted on the map recorded in Plat Cabinet I, Slide 146-G in the office of the Register of Deeds of Craven County, to and through the Duke Power Easement depicted thereon and continuing in a southeasterly direction along the Duke Power Easement to the northern boundary of West New Bern Parkway at its current eastern terminus.

The released portion of North Duffy Road is generally as follows:

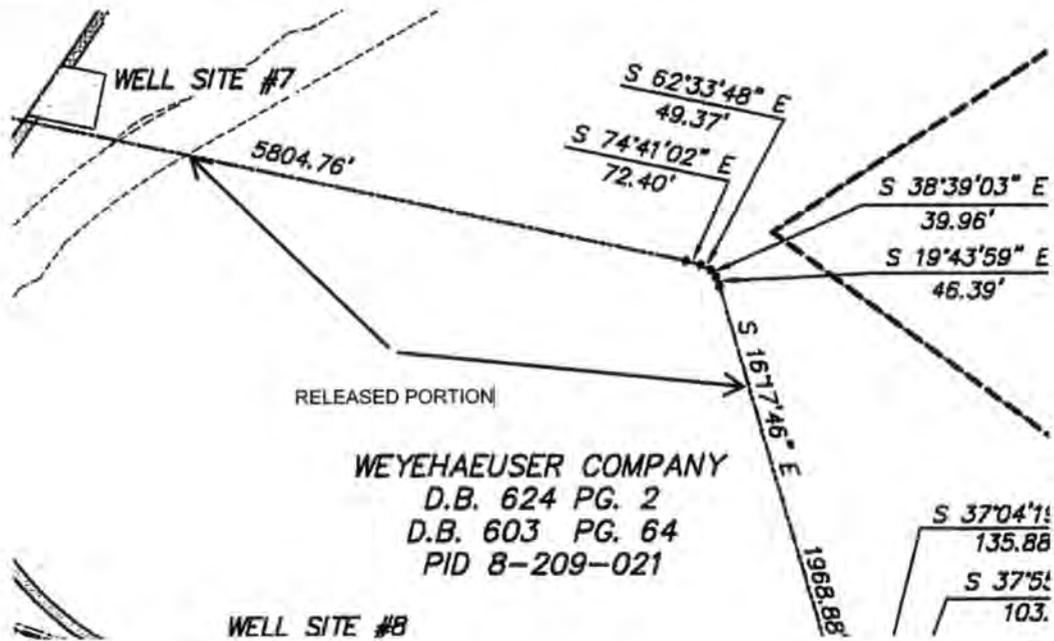


EXHIBIT B



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to execute a Grant application for the Federal Clean Water Act Amendments of 1987 and the NC Water Infrastructure Act of 2005.

Date of Meeting: 06/09/2020	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Amanda Ohlenschlen, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The Federal Clean Water Act Amendments of 1987 and the NC Water Infrastructure Act of 2005 have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection and stormwater treatment.
Actions Needed by Board:	Adopt a Resolution.
Backup Attached:	Memo, Resolution

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

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

Additional Notes:



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(252) 636-4000

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Jameesha Harris
Robert V. Aster
Johnnie Ray Kinsey
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Jeffrey T. Odham

Dana E. Outlaw
Mayor
Mark A. Stephens
City Manager
Brenda E. Blanco
City Clerk
Mary M. Hogan
Director of Finance

MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen
Community & Economic Development Manger

DATE: May 28, 2020

SUBJECT: Consider Adopting a Resolution Authorizing the Submission of a Grant Application for the Federal Clean Water Act Amendments of 1987 and the NC Water Infrastructure Act of 2005.

Background

City of New Bern Staff are working with Withers Ravenel, engineering firm selected for the Duffyfield Stormwater Enhancement Project, to develop an application to the Division of Water Infrastructure State Revolving Fund (SRF) for the Spring 2020 funding round. SRF received a special allocation of funding through the Additional Supplemental Appropriations for Disaster Recovery Act (ASADRA) to benefit communities impacted by Hurricane Florence or Michael. SRF provides low-interest loans and grants for local governments and certain other non-profit entities for water infrastructure through the programs and under this opportunity stormwater projects qualify. The total project amount requested for the Duffyfield Stormwater Enhancement project is \$885,000. The Mayor and Board of Aldermen are requested to consider Adopting a Resolution Authorizing the Submission of a Grant Application for the Federal Clean Water Act Amendments of 1987 and the NC Water Infrastructure Act of 2005.

The City is not committed to accept any funds if awarded. Announcements are expected to be made in July 2020. If the project is approved, the City can decide if any portion of the funding will be accepted and it is possible to scale the project up or down.

Please contact Amanda Ohlensehlen at 252-639-7580 if you have questions or need additional information.

RESOLUTION

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection and stormwater treatment; and

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection and stormwater treatment; and

WHEREAS, the City of New Bern intends to request state loan assistance for the project.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of New Bern:

1. That the City of New Bern will arrange financing for all remaining costs of the project, if approved for a State loan award.

2. That the City of New Bern will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

3. That the City of New Bern agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City to make scheduled repayment of the loan, to withhold from the City any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the City of New Bern will provide for efficient operation and maintenance of the project on completion of construction thereof.

5. That City Manager is hereby authorized to execute and file an application on behalf of the City of New Bern with the State of North Carolina for a loan to aid in the construction of the project described above.

6. That the City Manager is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

7. That the City of New Bern has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

ADOPTED this 9th day of June 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CERTIFICATION BY CITY CLERK

The undersigned duly qualified City Clerk of the City of New Bern does hereby certify:

That the attached resolution bearing number 20-____ is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of New Bern Board of Aldermen duly held on the 9th day of June 2020; and

Further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of June, 2020.

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to execute a Grant application to the National Fish and Wildlife Foundation (NFWF) 2020 Coastal Resilience Fund.

Date of Meeting: 06/09/2020	Ward # if applicable: NA
Department: Development Services	Person Submitting Item: Amanda Ohlensehlen, Community & Economic Development Manager
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The City has been made aware of a grant through the National Fish and Wildlife Foundation (NFWF) 2020 National Coastal Resilience Fund and has been invited to submit a full application that would support planning for future implementation of nature-based solutions to meet the City's restoration and community resilience goals.
Actions Needed by Board:	Adopt a Resolution.
Backup Attached:	Memo, Resolution, Grant Pre-Application

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

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

Additional Notes:



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MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: Amanda Ohlensehlen
Community & Economic Development Manger

DATE: May 28, 2020

SUBJECT: Consider Adopting a Resolution Authorizing the City Manager to execute a Grant application to the National Fish and Wildlife Foundation (NFWF) 2020 Coastal Resilience Fund.

Background

Staff, in partnership with Moffitt & Nichol and NEMAC + Fernleaf, consultants selected to develop the City's Resiliency & Hazard Mitigation Plan, are working to develop an application to the National Fish & Wildlife Foundation (NFWF) National Coastal Resilience Fund. Ongoing efforts continue to acquire coastal resiliency grant funding to further progress the City's strategy to integrate mitigation and nature-based resiliency measures critical to the protection of the City's environment and community. Planning and grant development needs to begin a minimum of one year prior to initiation of a project, due to the length of time it takes to acquire sufficient funds to evaluate and design feasible infrastructure projects. The Resiliency and Hazard Mitigation Planning Process has commenced, including data collection efforts, literature review, identification of threats, vulnerability assessment and establishing core planning team.

By applying to NFWF's National Coastal Resilience Fund, the City of New Bern is being proactive in the planning for future implementation of nature-based solutions that will enable the City to withstand future storm events associated with climate change.

The proposed project, the next phase of the City's Resiliency and Hazard Mitigation Plan (Phase II - Identifying Priority Restoration Sites for Resilience in New Bern) will identify priority restoration sites, develop preliminary design, and gather baseline data.

Proposed Phase II (NFWF proposal) will identify areas where natural resource restoration efforts will have the greatest impact for human community resilience as well as benefit fish and wildlife. These sites will have been identified by the City and stakeholders as priority areas and vulnerable to flooding, erosion and/or overwash.

The City of New Bern is requesting \$150,000 from NFWF for the proposed project and the source would require a 1:1 match during the grant award period. Staff will seek additional grant opportunities to cover the match and it is possible that previous awards may apply toward the match requirement, dependent upon timing. The Mayor and Board of Aldermen is asked to Consider Adopting a Resolution Authorizing the City Manager to execute a Grant application to the National Fish and Wildlife Foundation (NFWF) 2020 Coastal Resilience Fund.

Please contact Amanda Ohlensehlen at 252-639-7580 if you have questions or need additional information.

RESOLUTION

WHEREAS, The City has been made aware of a grant through the National Fish and Wildlife Foundation (NFWF) 2020 National Coastal Resilience Fund and has been invited to submit a full application that would support planning for future implementation of nature-based solutions that will enable the City to withstand future storm events associated with climate change and identify areas where natural resource restoration efforts will have the greatest impact for human community resilience as well as benefit fish and wildlife in the City; and

WHEREAS, the grant award request is \$150,000.00; and

WHEREAS, a dollar for dollar match is required in support of the grant; and

WHEREAS, submittal of the grant application is contingent upon the provision of cash or an in-kind match from the City; and

WHEREAS, this is one of many grant opportunities to help move this project forward.

NOW, THEREFORE, be it resolved that the Board of Alderman of City of New Bern does hereby:

1. Authorize the City Manager to execute a grant application for the NFWF 2020 National Coastal Resilience Fund in the amount of \$150,000.00 to support planning for future implementation of nature-based solutions to meet the City's restoration and community resilience goals; and

2. The City of New Bern will be responsible for the local grant match of up to \$150,000.00.

ADOPTED this 9th day of June 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



NFWF



Identifying Priority Restoration Sites for Resilience in New Bern, North Carolina City of New Bern, Craven County, NC Pre-proposal Project Narrative

Part I – Project Overview

Priority Addressed: Project Site(s) Assessment and Preliminary Design

Project Type: The City of New Bern's goal is to become a more resilient city, by analyzing and implementing sustainable nature-based solutions that will enable both its built and natural environments to be better able to withstand future weather events associated with climate change as well as natural disasters. The City of New Bern is currently developing critical mitigation, resilience, sustainability, and accessibility measures into a long-term recovery plans and efforts. The outcome of which will be a replicable city-wide Resiliency and Hazard Mitigation Plan. *The City of New Bern is requesting \$150,000 from NFWF to identify priority restoration sites, develop preliminary design, and gather baseline data to meet the City's restoration and community resilience goals based on the results of its ongoing community capacity building and planning project.*



The City has contracted with a highly qualified team comprised of Moffatt & Nichol, NEMAC+FernLeaf (N+F), and The Craig Group; specializing in coastal infrastructure planning and development. N+F specifically has co-developed the federal-standard *Steps to Resilience Framework* (in the U.S. Climate Resilience Toolkit; www.toolkit.climate.gov). This multidisciplinary team, along with the City's expertise and commitment, brings coastal resiliency and sea level rise mitigation experience by responding to the threat of rising seas with an innovative design approach.

New and innovative technologies will be sought throughout the Resiliency and Hazard Mitigation Plan (Phase I - ongoing), to reduce flood risk and focus infrastructure investment to enhance resilience. The City of New Bern and its team will seek equitable solutions for challenges that add other values – economic, environmental, recreational, mobility and social. A design-based approach identifies these other values and their salience to the communities that form a city. The City has proven through its current resiliency planning efforts, they are eager to think outside of the box to reshape existing systems and to create a vision beyond narrowly bound programming or funding constraints. The City of New Bern is a riverine-based landscape and requires resilient designs that illustrate how the lower Neuse River and its residents can coexist through resiliency planning and project implementation. Proposed site assessments and preliminary designs will employ a multi-layered, ground-up approach that is science-based, place-based, adaptable, nature-based, and create mutual benefit to stakeholders who manage the natural habitats in the Croatan National Forest and Neuse River estuary.

Project support and engagement: Citizen and stakeholder engagement will be embedded in the resiliency planning (Phase I - ongoing) and site assessment and design (Phase II) process. Numerous public meetings have been held with key New Bern-area citizens, such as the CARE citizens group, stakeholders, public leaders including state legislators, academics such as the University of NC at Wilmington and regional groups such as the Eastern North Carolina Disaster Recovery and Resiliency Alliance.

New Bern's Hazard Mitigation and Resiliency Planning Process is a collaborative effort and will continue to seek guidance and input from relevant resource agencies including the NC Division of Coastal Management, US Army Corps of Engineers and NC Division of Water Resources to ensure successful future implementation in final design and permitting of restoration projects. Community stakeholders are crucial in providing input during the ongoing planning process and identifying and addressing barriers to nature-based conceptual designs. Community stakeholders engaged in the City's planning process include nonprofit organizations such as the NC Coastal Federation, Neuse Riverkeepers, Habitat for Humanity, Veteran's Employment Base Camp and Organic Garden and the New Bern Preservation Foundation. Various councils will also review the plan including the Historic District Residents Association, Duffyfield Residents Association, New Bern Housing Authority, the City of New Bern Redevelopment Commission and the Historic Preservation Commission.

Project Location: The City of New Bern, the State of North Carolina's original capital, is situated at the mouth of the Pamlico Sound within the Neuse River Basin, the longest river in North Carolina. At its mouth, six miles across, it's the widest river in America and our nation's second largest estuary. The Neuse River Basin is a critically important body of water for nearly one-sixth of the state's population. Historic New Bern, located in Craven County at the confluence of the Neuse and Trent Rivers, experienced historic flooding on September 12th - 15th, 2019. The city was ravaged by a 11+foot storm surge that pushed the waters of both rivers over their banks causing severe flood and wave action related damage on three of the city's four sides. Flood waters damaged more than 240 blocks putting significant numbers of the residents in danger.



Part II – Overview of proposed methods, outcomes, and activities.

Methods: The general approach to the development, identification and assessment of prospective nature-based infrastructure sites extends the work the City is undertaking. The current phase of work, anticipated for completion in March 2021, is a Community Capacity Building and Planning process using the *Steps to Resilience* framework: a step-by-step process, each building on the previous step, designed to assist local governments identify climate and non-climate threats, assess vulnerabilities, develop strategies for addressing them, and prioritize specific mitigation and adaptation measures. Building on the research and work NEMAC performed for NFWF developing CREST, the City and team will utilize AccelAdapt, a risk reduction tool developed by N+F, to provide highly targeted and localized assessments of impacts leading to the identification and prioritization of nature-based solutions. Using this quantitative assessment process and the team's extensive understanding of NFWF's priorities, project concepts will be developed that are equitable and impactful in their risk reduction for our City's citizens and positive outcomes for our Nation's fish and wildlife habitat.

Project Outcome(s): By pursuing its own Resiliency and Hazard Mitigation Plan, the City of New Bern has an opportunity to define resilience at the city level; identify relevant shocks, stressors and accelerators; create a vision; design a framework; and follow a process that leads to a more sustainable future for the City that incurs fewer flood-related damages and less economic hardship. The plan will go far beyond normal minimum planning requirements and expectations to better address complex issues such as climate change, sea level rise, direct and indirect economic impacts, social vulnerability, and historic preservation. Especially in light of major recent events that have heavily impacted Eastern North Carolina, including Hurricane Irene in 2011, Hurricane Matthew in 2016 and Hurricane Florence in 2018, the City of New Bern is poised and ready to identify, evaluate and design nature-based infrastructure projects that will protect its community and natural environment within the Pamlico estuary.

- The City will identify high priority projects critical for the protection of the City's assets (including rivers and historic structures), the overall environment, living conditions, and socio-economic level.
- Resiliency Plan Directives will address current infrastructure limitations and failings with a goal of achieving effective mitigation and long-term resilience through innovative stormwater management projects, green infrastructure, tree propagation and where possible the creation of living shorelines.
- Implementation of innovative solutions that increase flood resilience will protect the aesthetic and naturally built upon local environment with positive impacts on the Neuse River region and its fish and wildlife habitat.
- New Bern will be a model of recovery and resiliency for other cities. The City will partner with regional alliances, to share its Mitigation and Resiliency Plan throughout the State, such that environmental enhancements and improved stormwater management through low impact development technologies will be developed beyond the confines of the city in order for other North Carolina communities to emulate the City of New Bern's plan.

Proposed Activities: Although New Bern will adapt a holistic approach to achieve resilience for the entire City through the development of a Resiliency and Hazard Mitigation Plan, there will be areas of focus that will include the City's riverine locations and ecosystems both within and contiguous to the Neuse and Trent Rivers areas and prone to flooding. This includes the City's most vulnerable communities, such as the Greater Duffyfield/Greater Five Points Neighborhoods, the focus of the HUD Choice Neighborhoods Initiative, as well as the Riverside and Downtown Historic Districts, listed on the National Register of Historic Properties. Planning in each of these areas can address living shorelines that will protect the built environment and enhance the rivers' natural equilibrium, protecting both from the hazards associated with flooding. The ongoing Phase I – Resiliency and Hazard Mitigation Plan, is anticipated for completion in March 2021. Implementation of Phase II, the subject of this grant request, would begin in late summer/early fall 2020, based on the City's early and ongoing planning efforts.



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Mary M. Hogan
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: April 15, 2020

SUBJECT: Appointment to New Bern-Craven County Library Board

Ethel Staten has resigned from her seat on the New Bern-Craven County Library Board effective March 29, 2020. You are asked to make an appointment to fill out the remainder of her term, which expires on December 1, 2020.

/beb



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Memorandum

TO: Alderman Kinsey
FROM: Brenda Blanco, City Clerk
DATE: June 5, 2020
SUBJECT: Appointment to Planning & Zoning Board

Raymond Layton's term on the Planning & Zoning Board will expire on June 30, 2020. Mr. Layton is eligible for and desires reappointment, as he has not served two consecutive full terms. His first appointment on September 9, 2014 was for a partial term only. He was reappointed in 2017 for a full term, which is the term that will expire at the end of this month.

You are asked to consider reappointing Mr. Layton or make a new appointment to serve a three-year term from June 30, 2020 to June 30, 2023.

/beb



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Mary M. Hogan
Director of Finance

Memorandum

TO: Alderman Odham
FROM: Brenda Blanco, City Clerk
DATE: June 5, 2020
SUBJECT: Appointment to Planning & Zoning Board

Pat Dougherty term on the Planning & Zoning Board will expire on June 30, 2020. Ms. Dougherty is eligible for and desires reappointment, as she has not served two consecutive full terms. You are asked to consider reappointing Mr. Dougherty or make a new appointment to serve a three-year term from June 30, 2020 to June 30, 2023.

/beb