



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

PUBLIC NOTICE OF VIRTUAL (ELECTRONIC) MEETING

In order to maintain the safety of residents, staff, and elected officials during the COVID-19 pandemic, the Board of Aldermen meeting scheduled for 6:00 p.m. on Tuesday, December 08, 2020 will be conducted electronically. The agenda is available on the City's website at www.newbernnc.gov.

The City of New Bern is making every effort to ensure that the public is able to safely view the Board of Aldermen meeting and participate in the public comment portions of the meeting, if applicable. The public may view the meeting by watching a livestream on the City's Facebook page (City of New Bern, NC Government), on Suddenlink Channel 3 (CityTV3 - the City's PEG channel), or on the City's website at www.newbernnc.gov. The public may also access the meeting by calling one of the numbers below to listen to the audio:

1-929-205-6099
1-312-626-6799
1-301-715-8592
1-346-248-7799
1-669-900-6833
1-253-215-8782

Meeting ID: 837 9355 1663
Password: 270612

NOTE: The December 08, 2020 meeting does not include any items for public comment. However, an opportunity to voice Request and Petition of Citizens is on the agenda. **Those who wish to make a public comment must pre-register no later than 12 noon on Tuesday, December 08, 2020. To pre-register, please contact the City Clerk by email at blancob@newbernnc.gov or by phone at 252-639-2701.** You will need to provide the following information:

- First and last name
- Address
- Email address
- Telephone number
- Comment type:

General comment under Request and Petition of Citizens (the only opportunity for public comment at this particular meeting)

Registered participants will need to call one of the phone numbers listed above at 5:30 p.m. on December 08, 2020.

**AMENDED
CITY OF NEW BERN
BOARD OF ALDERMEN VIRTUAL (ELECTRONIC) MEETING
CONDUCTED VIA ZOOM PLATFORM
DECEMBER 08, 2020 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

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

Consent Agenda

4. Consider Adopting a Resolution to Call for a Public Hearing to Rezone 3498 Martine Drive from I-2 Industrial District to I-1 Industrial District.
5. Consider Adopting a Resolution to Temporarily Close Portions of Specific Downtown Streets.
6. Approve Minutes.

7. Appointment of Mayor Pro Tempore for 2021 and Administration of Oath.
8. Consider Adopting a Resolution Approving a Second Amendment to the Lease Agreement with the New Bern/Craven County Area Farmers' Market.
9. Consider Adopting a Resolution Approving an Agreement with North Carolina Railroad for Construction-related Activities Associated with the Duffyfield Wetlands Project.
10. Consider Adopting a Resolution Authorizing the City Manager to Execute Contract Documents for the Hurricane Florence Category A Drainage Ditch Project Within the North Glenburnie, Renny's Creek and Downtown Drainage Basins.
11. Consider Adopting a Resolution Authorizing the City Manager to Execute Contract Documents for the Hurricane Florence Category A Drainage Ditch Project Within the Jack Smith Creek Drainage Basin.
12. Appointment(s).
13. Attorney's Report.
14. City Manager's Report.

15. New Business.
16. Closed Session.
17. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-7501 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

Aldermen

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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



12/3/20

Date: December 3, 2020

Re: December 8, 2020 Agenda Explanations

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

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

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

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

Consent Agenda

4. **Consider Adopting a Resolution to Call for a Public Hearing to Rezone 3498 Martine Drive from I-2 Industrial District to I-1 Industrial District.**

(Ward 6) MMJH, LLC has requested to rezone a 2.36-acre parcel located at 3498 Martin Drive from I-2 Industrial District to I-1 Industrial District. The parcel is further

identified as Tax Parcel ID 8-208-147. The Planning and Zoning Board unanimously approved the rezoning request at their December 1, 2020 meeting. A memo from Jeff Ruggieri, Director of Development Services, is attached.

5. Consider Adopting a Resolution to Temporarily Close Portions of Specific Downtown Streets.

(Ward 1) A request has been received to further extend some of the previous street closures in the downtown area. The additional closures include:

- the 200-300 block of Middle Street and 300 block of Pollock Street on December 11, 2020 from 11 p.m. through December 12, 2020 at 5 p.m. and December 18, 2020 at 11 p.m. through December 19, 2020 at 5 p.m.;
- the 200 block of Middle Street on December 12, 2020 from 11 p.m. through December 13, 2020 at 5 p.m.;
- the 200-300 block of Middle Street, 300 block of Pollock Street, and 200 block of Craven Street from Morgan's Tavern and Grill to Pollock Street on December 31, 2020 at 5 p.m. until January 1, 2021 at 1 a.m.; and
- the 200 block of Pollock Street from the parking lot entrance at the Dunn Building to Craven Street and the 300 block of Craven Street from the city parking lot to Pollock Street from 5 p.m. on December 31, 2020 until 1 a.m. on January 1, 2021 for the annual Bear Drop.

A memo from Foster Hughes, Director of Parks and Recreation, is attached.

6. Approve Minutes.

Minutes from the November 24, 2020 meeting are provided for review and approval.

7. Appointment of Mayor Pro Tempore for 2021 and Administration of Oath.

Section 2.4 of the City's Charter provides that at the first meeting in December, the Board of Aldermen will choose one of its members as Mayor Pro Tempore to serve a one-year term. The Mayor Pro Tempore shall perform the duties of the Mayor during his absence or disability as prescribed by the Charter and the General Statutes.

8. Consider Adopting a Resolution Approving a Second Amendment to the Lease Agreement with the New Bern/Craven County Area Farmers' Market.

(Ward 1) The New Bern/Craven County Farmers' Market entered into a 5-year lease with the City effective July 1, 2017 for the property located at 421 South Front Street. The lease provides for monthly rental payments of \$500. After receiving a request from the Farmers' Market, the Board approved an amendment to the lease on April 28, 2020 to waive lease payments for the months of July through December

2020 because of the economic impact from COVID-19. The market has requested an additional amendment to further waive payments for January through June 2021.

9. **Consider Adopting a Resolution Approving a Pipeline Agreement with North Carolina Railroad Company and Norfolk Southern Railway Company and a License Agreement with North Carolina Railroad Company for Construction-related Activities Associated with the Duffyfield Wetlands Project.**

(Ward 5) As part of Phase I of the Duffyfield Wetlands Project, the discharge pipe under the railroad tracks will be enlarged from 4 inches to 12 inches. To facilitate this work, a Pipeline Agreement is needed between the City, North Carolina Railroad and Norfolk Southern, and a License Agreement is needed between the City and North Carolina Railroad. A memo from Matt Montanye, Director of Public Works, is attached.

10. **Consider Adopting a Resolution Authorizing the City Manager to Execute Contract Documents for the Hurricane Florence Category A Drainage Ditch Project Within the North Glenburnie, Renny's Creek and Downtown Drainage Basins.**

(Wards 1,2,4&5) The City has been working with FEMA over the past two years on a project to remove sediment and debris from 66 miles of drainage ditches throughout the City. The work to address the North Glenburnie, Renny's Creek and downtown drainage basins was put out to bid, and Trader Construction Company submitted the lowest bid at \$309,880. It is requested the City Manager be authorized to execute a contract with Trader Construction for this portion of the project, along with any change orders within the budgeted amount. A memo from Mr. Montanye is attached.

11. **Consider Adopting a Resolution Authorizing the City Manager to Execute Contract Documents for the Hurricane Florence Category A Drainage Ditch Project Within the Jack Smith Creek Drainage Basin.**

(Wards 4&5) Similar to the previous item, this work will address the Jack Smith Creek drainage basin. After requesting bids, Trader Construction Company submitted the lowest bid at \$382,650. It is requested the City Manager be authorized to execute a contract with Trader Construction for this portion of the project, along with any change orders within the budgeted amount. A memo from Mr. Montanye is attached.

12. **Appointment(s).**

On June 11, 2019, Mayor Outlaw appointed Martha "Molly" Ingram to the Appearance Commission. Ms. Ingram recently resigned from her seat, as she will be relocated to another state in November. Mayor Outlaw is asked to make a new appointment to serve the remainder of Ms. Ingram's term.

13. **Attorney's Report.**

14. **City Manager's Report.**
15. **New Business.**
16. **Closed Session.**
17. **Adjourn.**

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing to Rezone 3498 Martin Drive from I-2 to I-1.

Date of Meeting: 12/08/2020	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: 1/12/2021

Explanation of Item:	Property owner MMJH LLC c/o Michael Hawkins has requested consideration to rezone one parcel, totaling 2.36 +/- acres from I-2 Industrial District to I-1 Industrial District.
Actions Needed by Board:	Adopt a Resolution
Backup Attached:	Memo, Resolution, Map

Is item time sensitive? Yes No

Will there be advocates/opponents at the meeting? Yes 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? Yes 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: November 24, 2020

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on January 12, 2021 for the Rezoning of 3498 Martin Drive from I-2 to I-1.

Property owner MMJH LLC c/o Michael Hawkins has requested consideration of an application to rezone 2.36 +/- acres, from I-2 Industrial district to I-1 Industrial district. The parcel is located at 3498 Martin Drive and is further identified as Craven County Parcel ID #8-208-147 (Ward 6).

This will go before the Planning and Zoning Board for their recommendation at the December 1, 2020 meeting.

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

RESOLUTION

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 2.36+/- acres located at 3498 Martin Drive from I-2 Industrial District to I-1 Industrial District. The property is further identified as Craven County Parcel Identification Number 8-208-147.

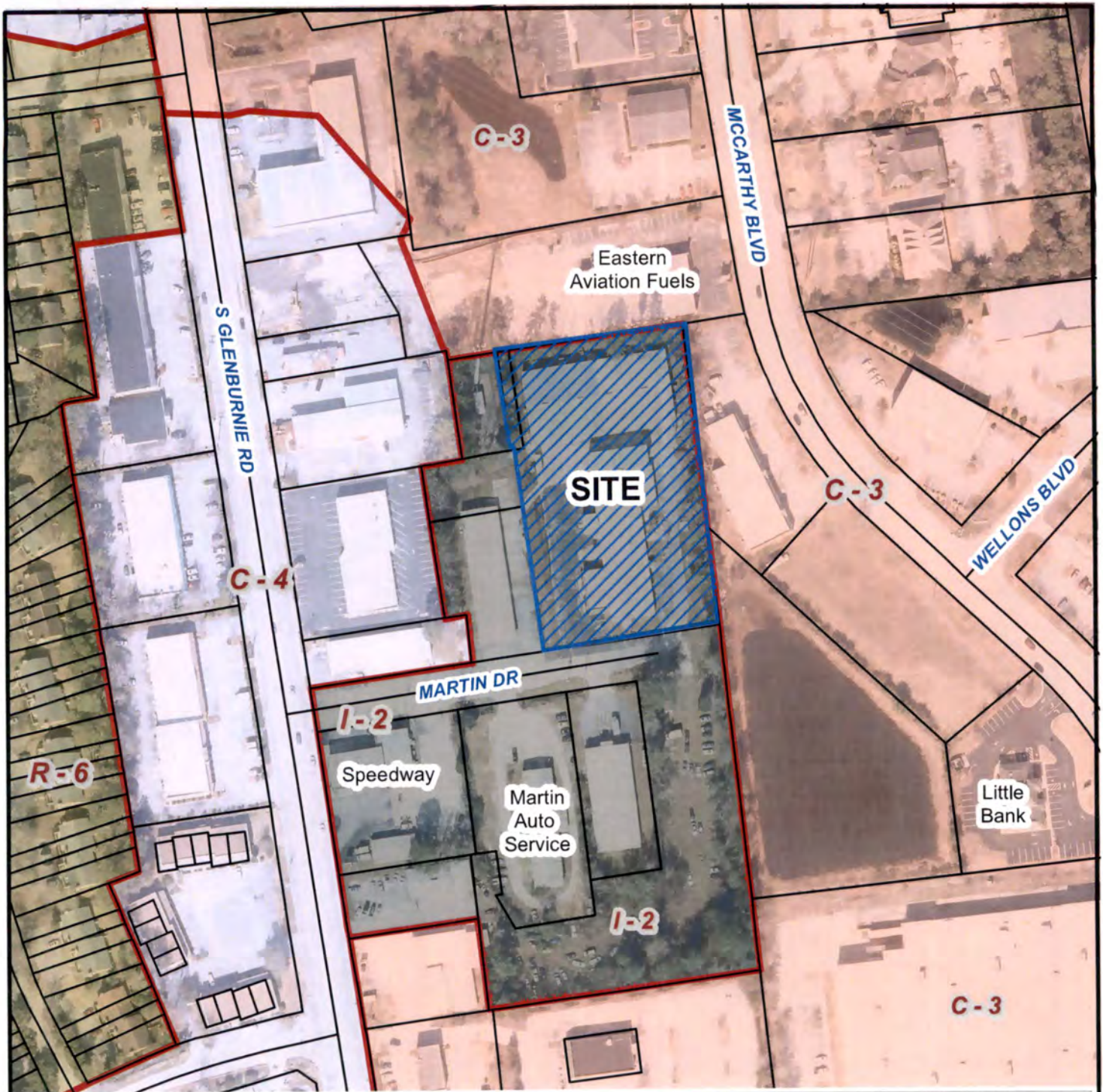
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, January 12, 2021 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 2.36+/- acres located at 3498 Martin Drive from I-2 Industrial District to I-1 Industrial District. The property is further identified as Craven County Parcel Identification Number 8-208-147.

ADOPTED THIS THE 8th DAY OF DECEMBER 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



REZONING CASE: 3498 Martin Drive. - Approx. 2.41+/- Acres: PID: 8-208-147 & 1001

LOCATION: North side of Martin Dr. at the end. East of S. Glenburnie Dr.



Existing Zone: I-2
Proposed Zone: I-1

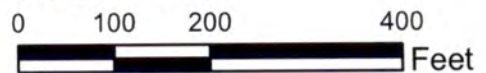


Zoning Boundaries

N CITY of NEW BERN
Development
Services



Scale: 1 = 200 ft



Imagery Early 2016

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a Resolution to temporarily close portions of Middle Street, Pollock, and Craven Streets to vehicular traffic.

Date of Meeting: 12/8/2020	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Foster Hughes, CPRE
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: Click or tap to enter a date.

Explanation of Item:	<p>A request is being made for downtown street closures to allow for the operation of street cafes pursuant to city code Section 66-71, on the 200/300 block of Middle, 300 block of Pollock, and 200 block of Craven from Morgan's Tavern, and Grill to Pollock.</p> <p>Street closures are also requested for the 200 block of Pollock from the parking lot entrance at the Dunn Building to Craven, and the 300 block of Craven Street from the City Parking lot to Pollock Street for the Annual Bear Drop.</p> <p>The closing dates and times are detailed in the resolution.</p>
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo

Is item time sensitive? Yes No

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

Cost of Agenda Item: [Click or tap here to enter text.](#)

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

Additional Notes: [Click or tap here to enter text.](#)



Aldermen


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

Foster Hughes, CPRE
Director of Parks & Recreation

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager



Memo To: Mayor and Board of Aldermen
From: Foster Hughes, CPRE 
Director of Parks and Recreation
Re: Downtown Street Closure Request
Date: November 25, 2020

Background Information:

A request is being made for downtown street closures to allow for the operation of street cafes pursuant to city code Section 66-71, on the 200/300 block of Middle, 300 block of Pollock, and 200 block of Craven from Morgan's Tavern, and Grill to Pollock.

Street closures are also requested for the 200 block of Pollock from the parking lot entrance at the Dunn Building to Craven, and the 300 block of Craven Street from the City Parking lot to Pollock Street for the Annual Bear Drop.

The closure dates and times are detailed in the resolution.

Recommendation:

Approve the resolution

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

RESOLUTION

THAT WHEREAS, it is desirous to close certain portions of Middle, Pollock, and Craven Streets to vehicular traffic during December weekends and on New Year's Eve and the early morning of New Year's Day to allow for the operation of street cafes pursuant to city code Section 66-71, as well as the New Year's Eve Bear Drop.

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

1. That the 200-300 block of Middle Street and 300 block of Pollock Street shall be temporarily closed to vehicular traffic on Friday, December 11, 2020 at 11 p.m. through Saturday, December 12, 2020 at 5 p.m. and Friday, December 18, 2020 at 11 p.m. through Saturday, December 19, 2020 at 5 p.m.; and

2. That the 200 block of Middle Street shall be temporarily closed to vehicular traffic on Saturday, December 12, 2020 at 11 p.m. through Sunday, December 13, 2020 at 5 p.m. and Saturday, December 19, 2020 at 11 p.m. through Sunday, December 20, 2020 at 5 p.m.; and

3. That the 200-300 block of Middle Street, 300 block of Pollock Street, and 200 block of Craven Street from Morgan's Tavern and Grill to Pollock Street shall be temporarily closed to vehicular traffic on Thursday, December 31, 2020 at 5:00 p.m. through Friday, January 1, 2021 at 1:00 a.m.; and

4. That the 200 block of Pollock Street from the parking lot entrance at the Dunn Building to Craven and the 300 block of Craven Street from the City Parking lot to Pollock Street shall be temporarily closed to vehicular traffic on Thursday, December 31, 2020 at 5:00 p.m. through Friday, January 1, 2021 at 1:00 a.m. for the annual Bear Drop.

ADOPTED THIS 8th DAY OF DECEMBER 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

North Carolina
Craven County

OATH OF OFFICE OF MAYOR PRO TEMPORE

I, _____, do solemnly swear that I will support the Constitution of the United States; so help me God.

I, _____, do solemnly swear that I will support and maintain the Constitution and Laws of the United States and the Constitution and Laws of North Carolina, not inconsistent therewith; and that I will faithfully discharge the duties of my office as Mayor Pro Tempore; so help me, God.

I, _____, do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

The foregoing oaths were administered by me and sworn to and subscribed before me this the 8th day of December, 2020.

Brenda E. Blanco, City Clerk

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving a Second Amendment to the Lease Agreement with the New Bern-Craven County Farmers' Market

Date of Meeting: 12/08/20	Ward # if applicable: 1
Department: Administration	Person Submitting Item: Mark Stephens
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The Farmers' Market has requested that their rent payments for January-June 2021 be waived due to the economic impact of COVID-19. The Board earlier approved a waiver of rent payments for July-December 2020. If approved, this will be an additional amendment to the agreement.
Actions Needed by Board:	Consider adopting a resolution amending the lease agreement with the Farmers' Market
Backup Attached:	Memo, resolution, amended lease, and request for payment waiver

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: Loss of revenue will be \$3,000



NEW BERN

CITY OF NEW BERN

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City Manager
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City Clerk
Mary M. Hogan
Director of Finance

Memorandum

TO: Mayor and Board of Aldermen
FROM: Mark Stephens, City Manager
DATE: November 25, 2020
SUBJECT: Second Amendment to Farmers' Market Lease

The New Bern/Craven County Area Farmers' Market entered into a 5-year lease agreement with the City effective July 1, 2017 for the property located at 421 South Front Street. On April 28, 2020, the Board adopted a resolution approving an amendment to the lease to waive rent payments for the months of July-December 2020 in light of the economic impact of COVID-19 on the market.

The Farmer's Market is seeking an additional amendment to waive the January-June 2021 payments.

/beb

RESOLUTION

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

That the Amendment to Lease Agreement which is to be effective as of January 1, 2021 by and between the City of New Bern and the New Bern/Craven County Area Farmers' Market, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 8th DAY OF DECEMBER, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA
CRAVEN COUNTY

**AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into effective as of the 1st day of January, 2021, by and between the CITY OF NEW BERN (“Lessor”), a North Carolina municipal corporation, and NEW BERN/CRAVEN COUNTY AREA FARMERS’ MARKET, INC. (“Lessee”), a North Carolina non-profit corporation, collectively referred to as the “Parties.”

WITNESSETH:

THAT WHEREAS, the Lessor and Lessee entered into a Lease Agreement effective as of July 1, 2017 (“Lease Agreement”) under which Lessor leased to Lessee real property owned by Lessor located at 421 South Front Street in the City of New Bern; and

WHEREAS, Lessee is in compliance with all of the terms and conditions of the Lease Agreement, and has pre-paid the monthly rent due Lessor through June 30, 2020; and

WHEREAS, due to Governor Roy Cooper’s Executor Order No. 121 dated March 27, 2020, that restricts public assemblies of more than ten (10) persons, Lessee experienced a significant reduction in revenue that it expected to persist for months; and

WHEREAS, as a result thereof, Lessor and Lessee executed an Amendment to the Lease Agreement effective July 1, 2020 suspending Lessee’s obligation to pay rent for the period beginning July 1, 2020 through December 31, 2020; and

WHEREAS, additional Executive Orders have been entered since March, 2020 and continuing through the date hereof that maintain the restrictions on public assemblies; and

WHEREAS, Lessee has requested that Lessor further suspend Lessee’s obligation to pay rent for the period of January 1, 2021 through June 2, 2021; and

WHEREAS, Lessor agrees to suspend Lessee’s obligation to pay rent for the period beginning January 1, 2021 through June 30, 2021; and

WHEREAS, the Parties desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

SECTION 1. That Lessor releases Lessee from its obligation to pay Lessor monthly rent in the amount of \$500.00 per month for the period beginning January 1, 2021 through June 30, 2021.

SECTION 2. That except as otherwise specifically provided herein, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

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

CITY OF NEW BERN

By: _____
Dana E. Outlaw, Mayor

ATTEST:

Brenda E. Blanco, City Clerk

NEW BERN/CRAVEN COUNTY AREA FARMERS' MARKET, INC.
A North Carolina Nonprofit Corporation

By: _____
President

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 a Pipeline Agreement and License Agreement with North Carolina Railroad for construction related activities associated with the Duffyfield Wetlands Project.

Date of Meeting: 12/8/2020	Ward # if applicable: Ward 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:	Phase I of the Duffyfield Wetlands project enlarging the existing stormwater pond and construction a new stormwater pump station. As part of the project we will also be enlarging the discharge pipe under the railroad tracks from four-inch to twelve-inch (encased in an eighteen-inch steel casing). This project requires that the City enter into a Pipeline Agreement as well as a License Agreement with North Carolina Railroad.
Actions Needed by Board:	Adopt attached resolution
Backup Attached:	Memo, Resolution, Pipeline Agreement, License Agreement

Is item time sensitive? Yes No

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

Cost of Agenda Item: \$5,009.77

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

Additional Notes:



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

November 24, 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 a Pipeline Agreement and License Agreement with North Carolina Railroad for construction related activities associated with the Duffyfield Wetlands Project.

Background Information:

Earlier this year, the City of New Bern completed the design and began construction on Phase I of the Duffyfield Wetlands project which includes enlarging the existing stormwater pond and construction a new stormwater pump station. As part of the project we will also be enlarging the discharge pipe under the railroad tracks from four-inch to twelve-inch (encased in an eighteen-inch steel casing). This project requires that the City enter into a Pipeline Agreement as well as a License Agreement with North Carolina Railroad. There is an annual fee of \$3,000 associated with the License Agreement and \$2,009.77 annual fees associated with the Pipeline Agreement. The annual fees associated with this project will be paid for out of the project fund this year and out of the Stormwater Division's annual budget moving forward.

Recommendation:

The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern a pipeline agreement and a license agreement with North Carolina Railroad for construction related activities associated with the Duffyfield Wetlands Project.

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

Cc: George Chiles, Staff Engineer

RESOLUTION

THAT WHEREAS, the City of New Bern desires to construct a stormwater pump station within the NC Railroad corridor; and

WHEREAS, North Carolina Railroad requires that the City enter into a Pipeline Agreement and a License Agreement; and

WHEREAS, the Director of Public Works of the City of New Bern recommends the City Manager be authorized to execute said agreements for construction-related activities associated with the Duffyfield Wetlands Project.

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

That the City Manager is hereby authorized to execute on behalf of the City of New Bern a pipeline agreement with North Carolina Railroad and Norfolk Southern Railway Company and a license agreement with North Carolina Railroad for construction-related activities associated with the Duffyfield Wetlands Project

ADOPTED this 8th day of December 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Railroad Use Only
NS File No. 1289201

NCRR File No. o_e-057+4495
AC:

PIPELINE AGREEMENT

THIS AGREEMENT, made and entered into by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation, hereinafter styled "Company"; and CITY OF NEW BERN, a North Carolina government entity, hereinafter styled "Licensee"; and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "NSR";

WITNESSETH:

WHEREAS, Company, ATLANTIC & EAST CAROLINA RAILWAY, now NSR, and Licensee entered into an agreement on the 5th day of November, 1999 (the "Old Agreement") covering the installation of one (1) 12-inch stormwater pipeline encased within one (1) 18-inch casing pipe (hereinafter called "Existing Facilities") under and across the right of way or property and any tracks of the Company, at Milepost EC-057 plus 4846 feet (shown as EC-058 plus 420 feet on the Old Agreement), at or near Biddle Street in New Bern, Craven County, North Carolina, is cancelled;

WHEREAS, Licensee proposes to install, maintain, operate and eventually remove one (1) 8-inch ductile iron stormwater pipeline transitioning into one (1) 12-inch ductile iron stormwater pipeline transitioning into one (1) 12-inch ductile iron stormwater pipeline encased within one (1) 20-inch steel casing pipe transitioning back to one (1) 12-inch ductile iron stormwater pipeline, two (2) 24-inch RCP stormwater pipelines and one (1) stilling well (hereinafter called "Facilities"), on, under, along and across the right of way or property and any tracks of Company, between Milepost EC-057 plus 4431 feet, Valuation Station 2080 plus 57 feet and Milepost EC-057 plus 4495 feet, Valuation Station 2079 plus 93 feet, at or near Biddle Street in New Bern, Craven County, North Carolina; the same to be located in accordance with prints of the Drawings marked Exhibits A1, A2, A3, A4, A5, A6, A7, A8, A9 & A10 dated November 13, 2020, attached hereto and made a part hereof;

WHEREAS, Licensee proposes to install, maintain, operate and eventually remove one (1) stormwater detention pond and one (1) pump station (hereinafter considered part of "Facilities" as defined in above Whereas paragraph), on the right of way or property of Company, between Milepost EC-057 plus 4431 feet, Valuation Station 2080 plus 57 feet and Milepost EC-057 plus 4495 feet, Valuation Station 2079 plus 93 feet, at or near Biddle Street in New Bern, Craven County, North Carolina; the same to be located in accordance with prints of the Drawings marked Exhibits A1, A2, A3, A4, A5, A6, A7, A8, A9 & A10 dated November 13, 2020, attached hereto and made a part hereof;

WHEREAS, Company is willing to permit the proposed Facilities, upon the following terms and conditions; and

NOW, THEREFORE, for and in consideration of the premises, payment of an initial fee by Licensee to NSR of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), and also an annual non-refundable fee to Company of TWO THOUSAND NINE AND 77/100 DOLLARS (\$2,009.77) payable annually in advance; which amount will increase by three percent (3%) each year on the anniversary of this agreement for the remainder of this agreement, and of the covenants hereinafter made, Company does hereby permit and grant to Licensee insofar as Company has the right to do, without warranty and subject

to all encumbrances, covenants and easements to which Company's title may be subject, the use and occupation of so much ground as may be necessary for the Facilities. In the event that Licensee shall install additional cables into conduits covered by this agreement, or any additional overhead cables, a separate application will be required and, if approved, additional fees will be payable. This permit and grant to Licensee is made upon the following terms and conditions, to-wit:

1. Licensee will construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print(s) and any other specifications prescribed by Company, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. Licensee hereby agrees to indemnify and save harmless Company, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of Company. The indemnity contained herein is intended to survive the termination of this Agreement.

3. Licensee acknowledges that water outflow from the Facilities parallels the Company's existing track structure, in a westerly direction, for a distance of approximately two thousand four hundred feet (2,400'). Therefore, in addition to and not in derogation of the indemnity set forth in paragraph 2 above, if NSR reasonably determines that there has been degradation of the track structure, the ditches, or the property of Company as a direct result of the water outflow from the Facilities, any maintenance and/or repair of the track structure, the ditches, or the property of Company shall be i) performed by Company or NSR, but ii) at the Licensee's sole expense.

4. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from Licensee's permitted operations or uses of Company's property pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install the Facilities. Licensee agrees to indemnify and hold harmless Company from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to Licensee's activities upon Company's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities. The indemnity contained herein is intended to survive the termination of this Agreement.

5. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by Company as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:

(a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name Company as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.

(b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Pipeline Agreement, Licensee or its contractor shall procure and furnish to Company a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name Company as the named insured.

(c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.

(d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.

(e) The insurance required herein shall be of such form and content as may be acceptable to Company. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to Company at Property Department, North Carolina Railroad Company, 2809 Highwoods Blvd, Raleigh, NC 27604 (or such other current address provided to Licensee) and approved by Company prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Agreement or consent.

6. The details of the Facilities to be installed and maintained shall be at the option of Licensee, and subject to the approval of Company. In case of failure of Licensee to do the work as herein specified, Company reserves the right to remove the Facilities from Company's premises at the expense of Licensee, and to terminate this Agreement upon ten (10) days' written notice.

7. If Company shall make any change or addition on its right of way at or near the Facilities of Licensee affecting the character, height or alignment of any of Company's power lines, communication, signal or other wires or electrical apparatus, or shall place structures or additional wires or electrical apparatus upon its said right of way, or shall make on its said right of way any change to any line, grade, track, roadbed, installations, works or structures or in the use of any such line, grade, track, roadbed, installations, works or structure, which would be affected by the Facilities of Licensee or by the use thereof, Licensee shall within thirty (30) days of written notice from the Company to Licensee, at Licensee's sole cost and expense, make such changes in the location and character of the Facilities as, in the opinion of Company, shall be necessary or appropriate on account of any such changes or additions.

8. Licensee will notify Company prior to the installation and placing in service of cathodic protection in order that tests may be conducted on Company's signal, communications and other electronic systems for possible interference. If the Facilities cause degradation of the signal, communications or other electronic facilities of Company, Licensee, at its expense, will relocate the cathodic protection and/or modify the Facilities to the satisfaction of Company so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactances or other corrective measures deemed necessary by Company. This provision applies to the existing signal, communications and electronic equipment of Company and to any signal, communications or electronic equipment that Company may install in the future.

9. If Licensee fails to take any corrective measures requested by Company in a timely manner or if an emergency situation is presented which, in the Company's judgment, requires immediate repairs to the facilities, Company, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable and Licensee shall reimburse Company upon receipt of an invoice.

10. Notwithstanding any other provision of this Agreement, it is understood, agreed and covenanted that Licensee accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described caused by any defects therein or business conducted thereon, whether caused by the negligence of Company, its officers, agents or employees, or otherwise, and Licensee hereby indemnifies Company, its officers, agents, and employees, from and against any such liability for said damage. The indemnity contained herein is intended to survive the termination of this Agreement.

11. Company shall furnish, at the cost of Licensee, labor and materials to support its tracks and to protect its traffic during the installation, maintenance, repair, renewal or removal of the Facilities.

12. It is further agreed between the parties that the premises shall be used by Licensee only for the Facilities and for no other purpose without the written permission of the chief engineering officer of Company.

13. Licensee shall give Company seventy-two (72) hours' advance notice (or less in case of emergencies) of any work to be performed on the premises of Company. Licensee agrees to pay any costs incurred by Company for the purpose of protection and inspection considered necessary by Company during installation, maintenance, operation, modification, replacement and/or removal of the Facilities. Such costs shall be paid upon the Company's submission of an invoice to Licensee.

14. Licensee shall not assign this Agreement without the written consent of Company which consent may be withheld in Company's sole discretion.

15. The word "Company" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Company. Said term also shall include Company's officers, agents and employees, and any parent company, subsidiary or affiliate of Company and their officers, agents and employees.

16. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. During said sixty (60) day period, Licensee shall remove the Facilities from Company's premises and restore said premises to a condition satisfactory to Company's chief engineering officer. If Licensee fails to remove the Facilities within the aforesaid sixty day period, Company may elect: (a) to become the owner of the Facilities without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) to remove the Facilities and all property of Licensee from the premises of Company at the expense of Licensee. Licensee agrees to reimburse Company for any and all costs of such removal upon receipt of an invoice. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.

17. The terms set forth in the attached **Exhibit B**, consisting of two pages and titled "Agreement and Consent of Norfolk Southern Railway Company," are incorporated into this Agreement as if set forth verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, each part being an original, as of the 8th day of December, 2020.

COMPANY:
NORTH CAROLINA RAILROAD COMPANY

By: _____

Title: _____

LICENSEE:
CITY OF NEW BERN

By: _____
Mark A. Stephens

Title: City Manager _____

NSR:
NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Title: _____

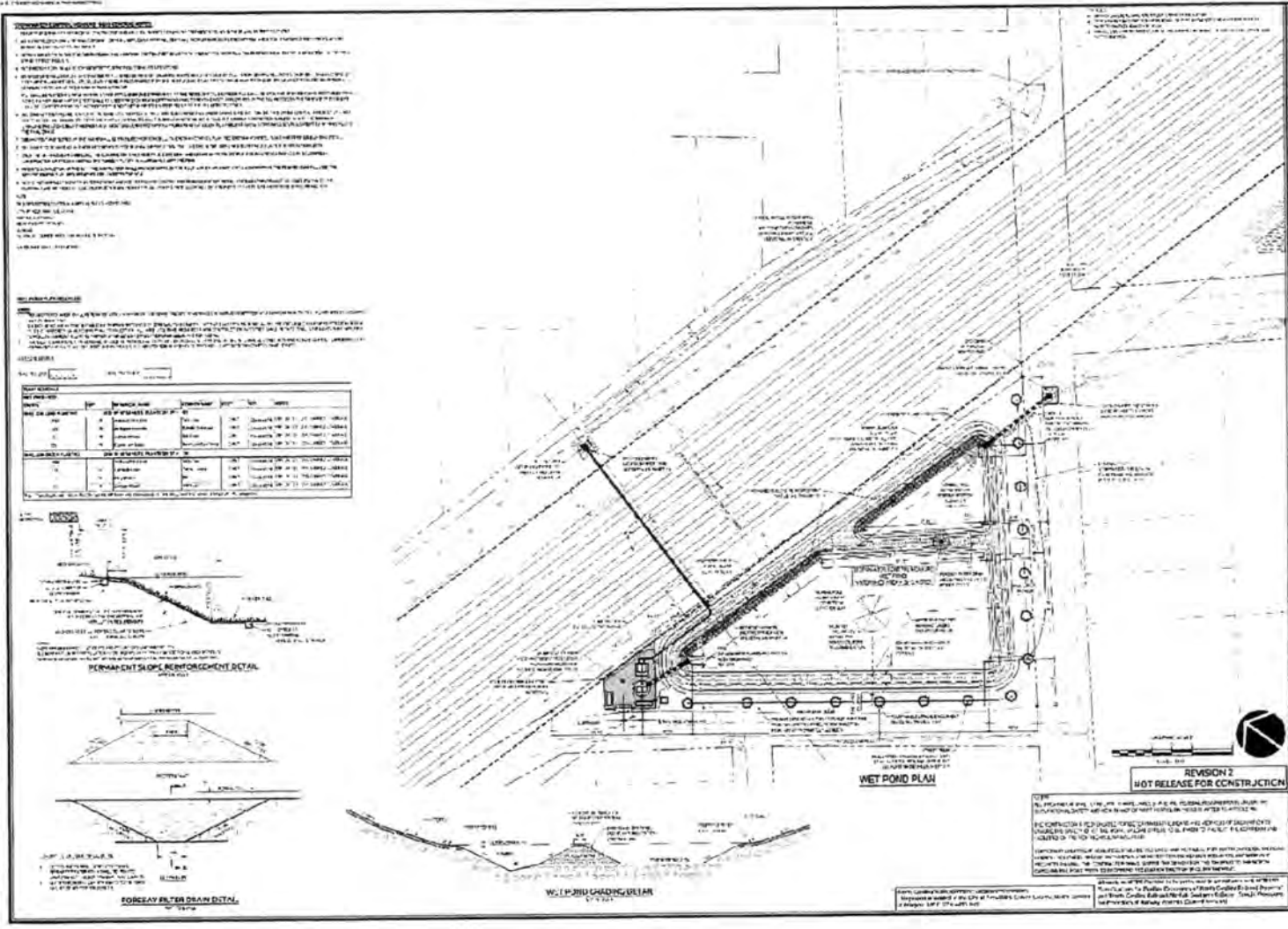


Duffyfield Community
 Stormwater Enhancements
 Project - Phase 1

OVERALL GRADING & SITE PLAN



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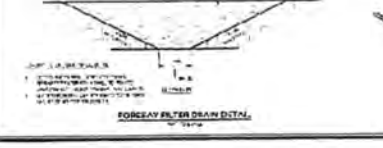
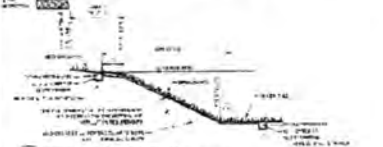
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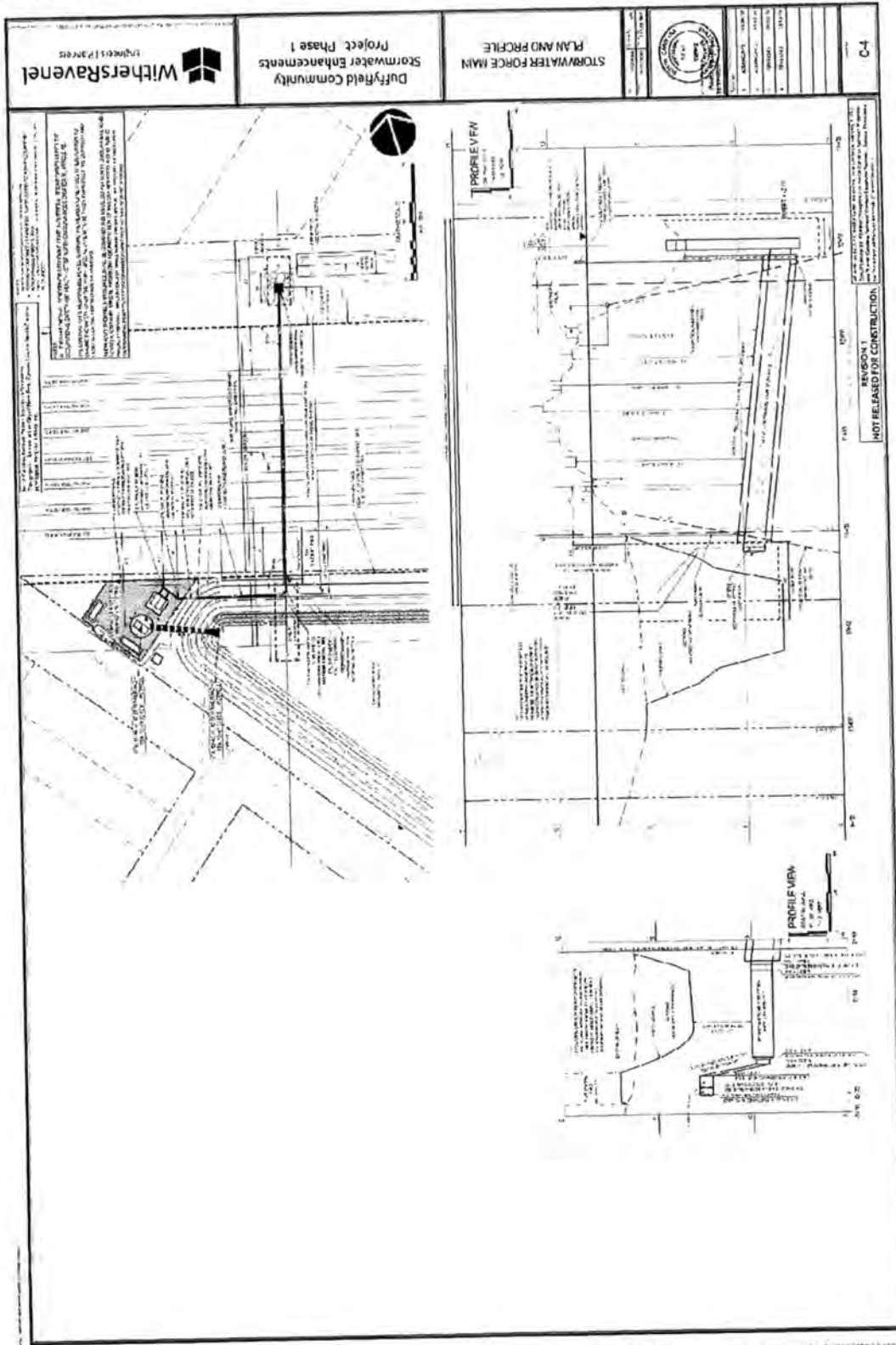
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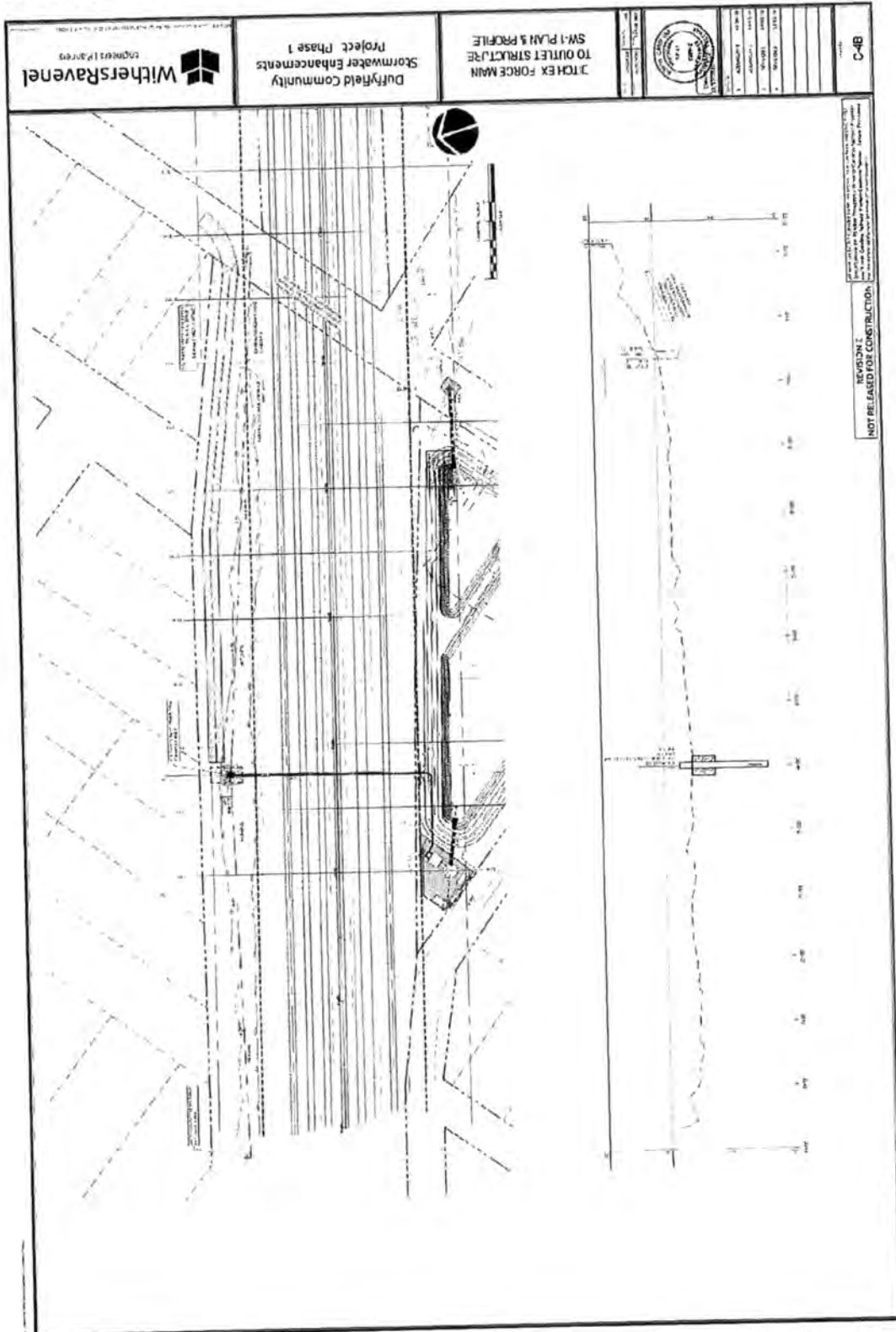
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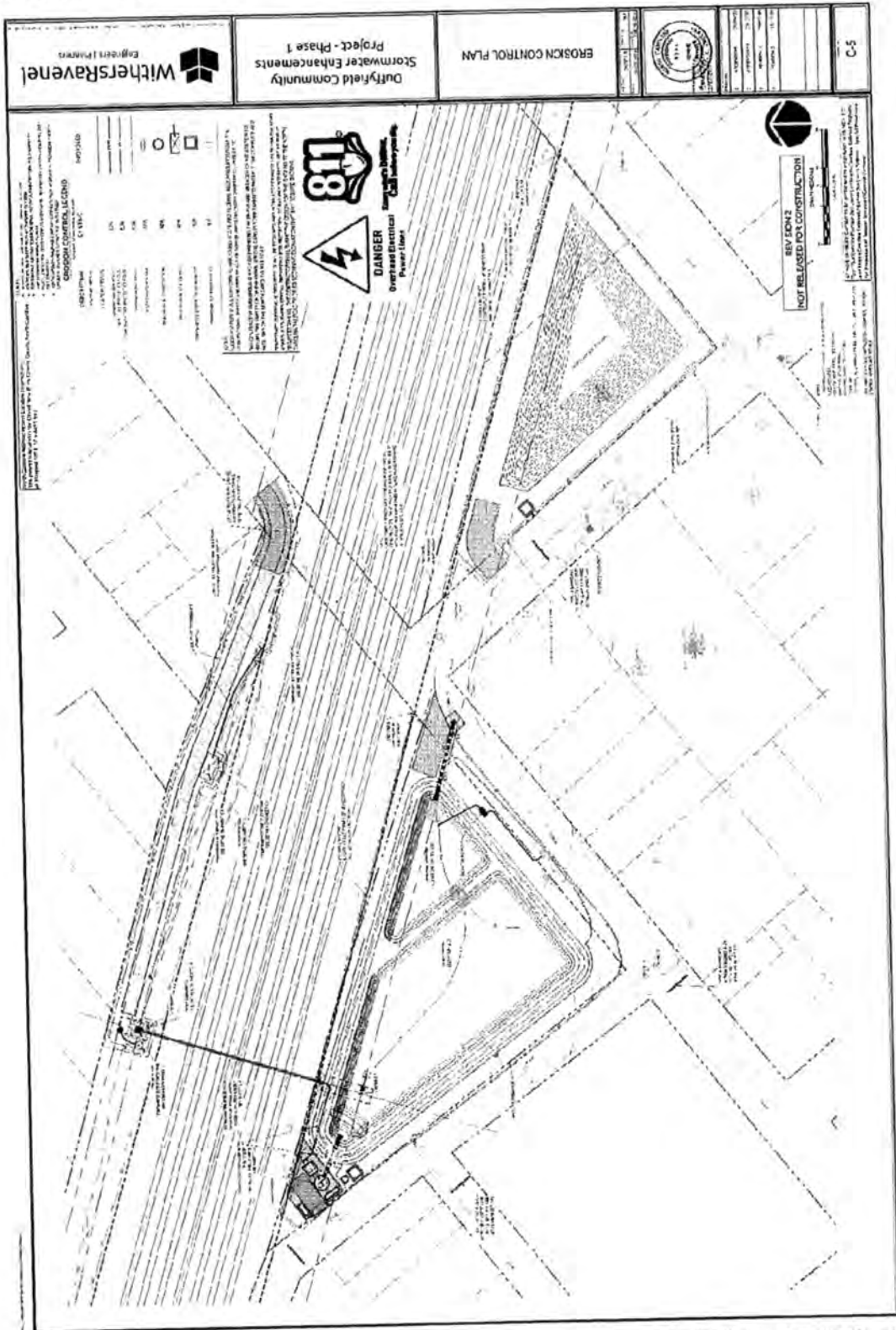
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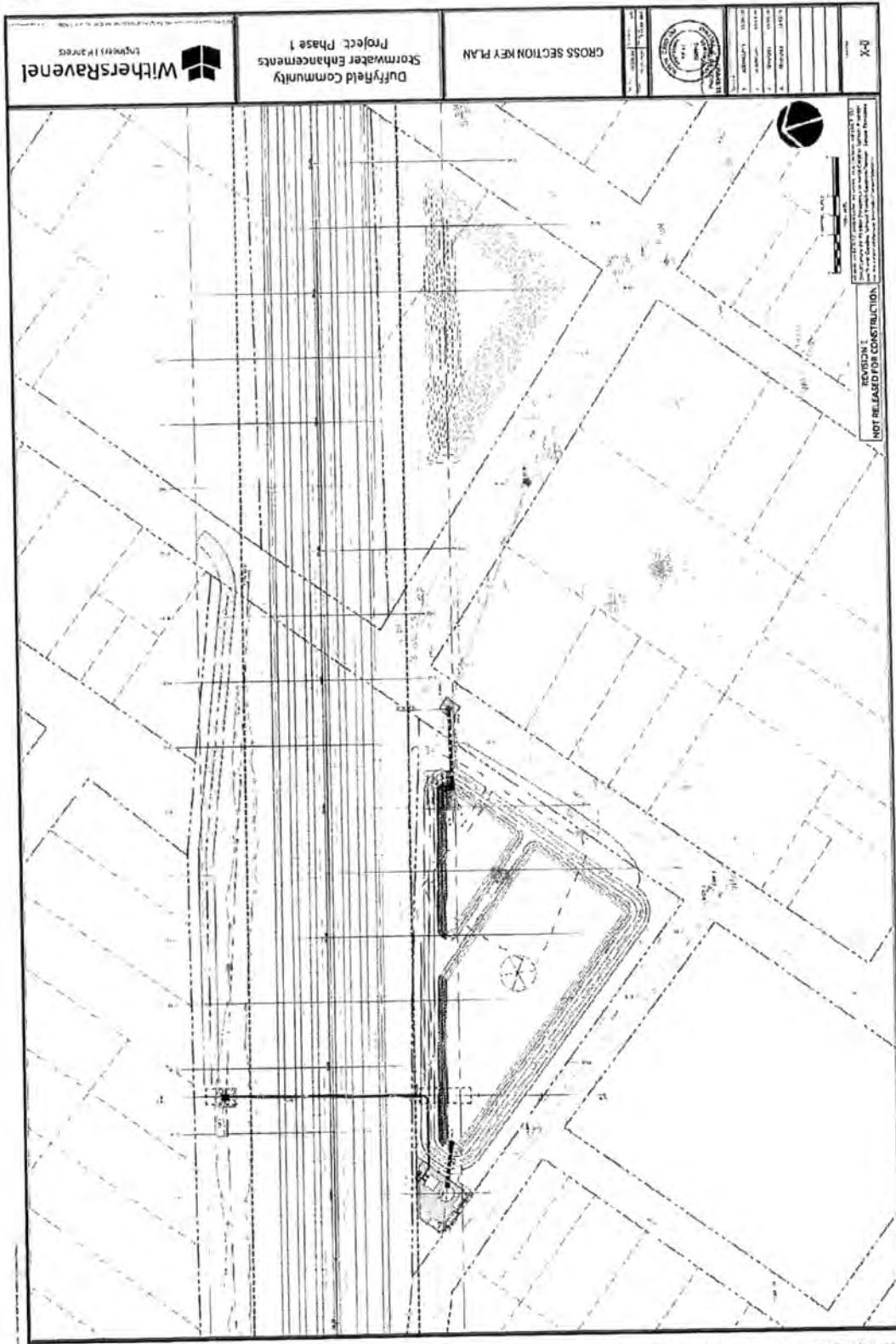
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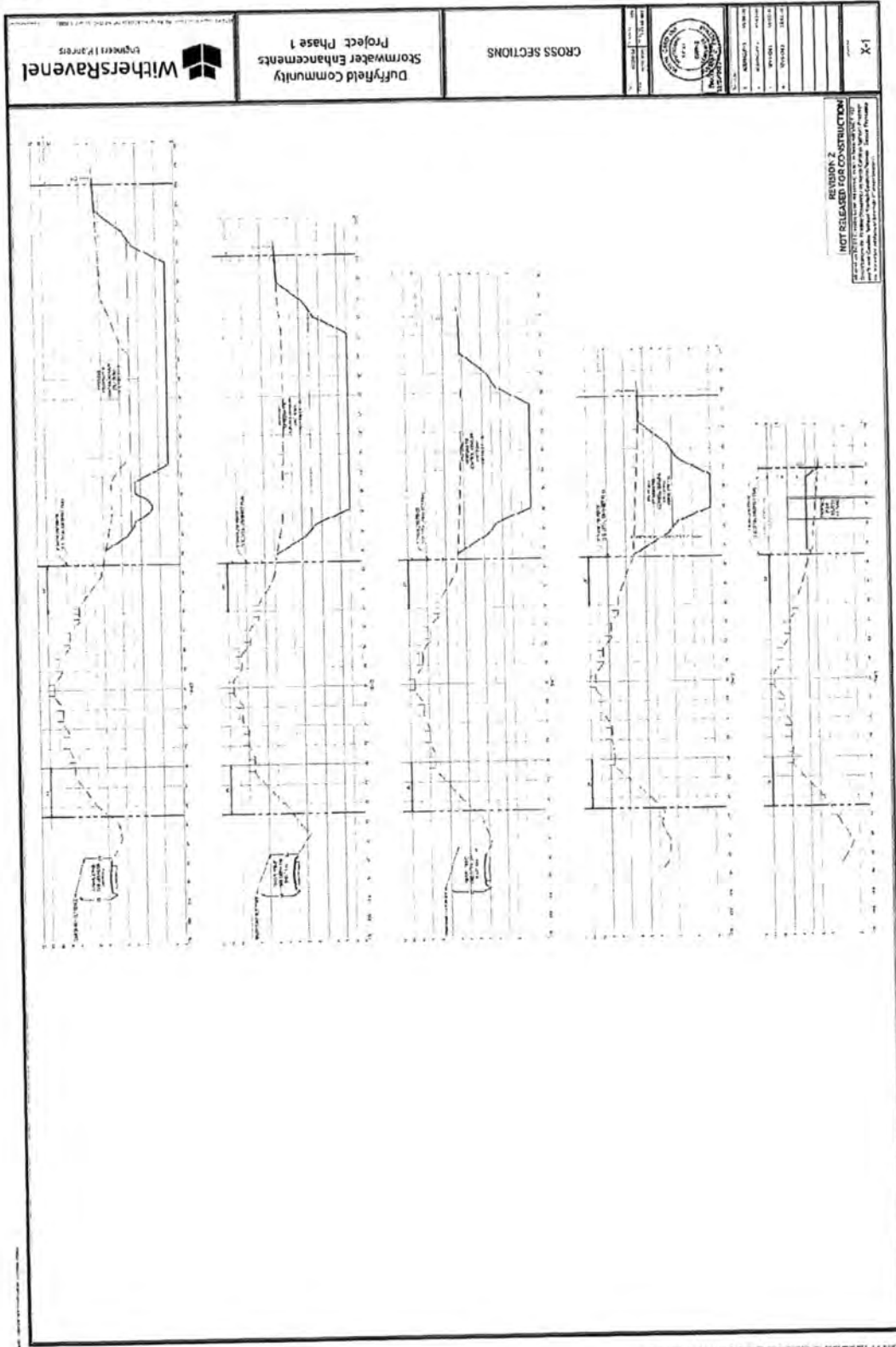


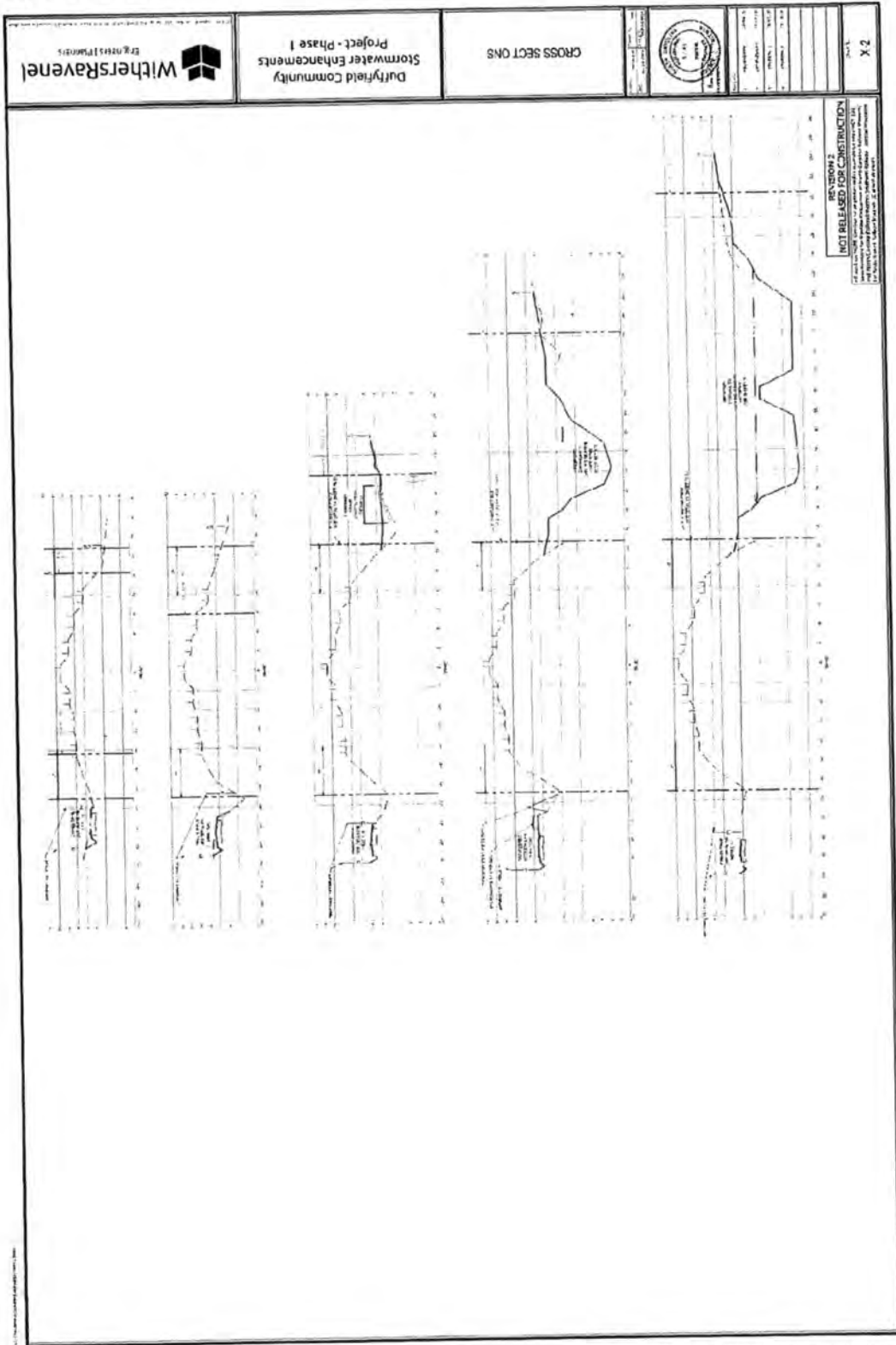






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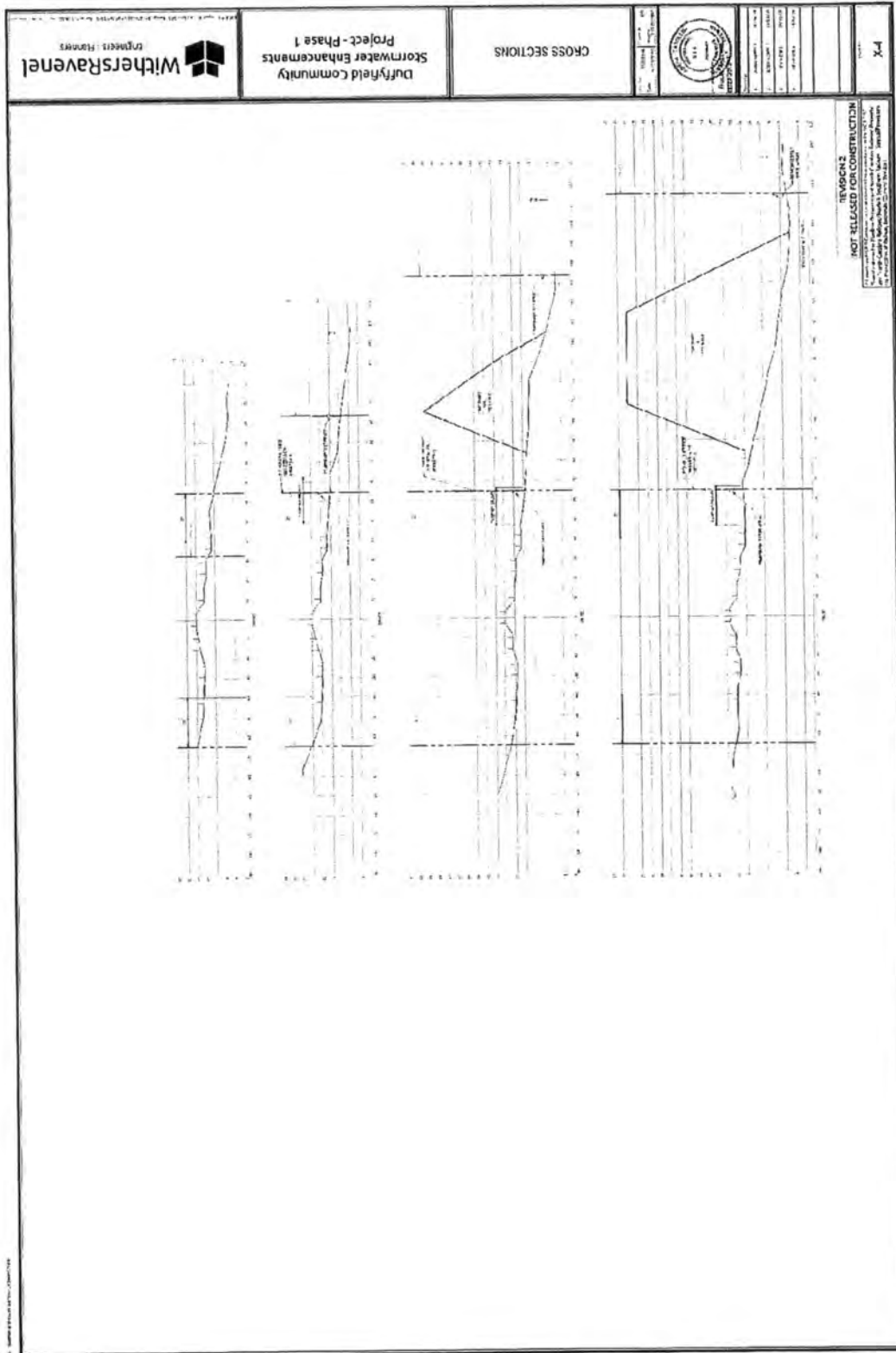


EXHIBIT B

AGREEMENT AND CONSENT OF NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Company, Licensee, and NSR desire to enter into the attached Agreement regarding the property described therein (the "Premises").

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSR, Company, and Licensee agree as follows:

1. NSR gives its consent to the Agreement pursuant to the terms and conditions of this Consent. All of the terms of this Consent are hereby incorporated by reference into the Agreement. The term "NSR" as used in this Agreement and Consent and as used in the Agreement shall include NSR's officers, agents and employees, and any parent company, subsidiary or affiliate of NSR and their officers, agents and employees.
2. The parties agree and understand that any right or claim of Company held in or by virtue of the Agreement shall also inure to the benefit of, and be enforceable by NSR or by any successor or assignee of Company or NSR, and NSR shall not be responsible for any obligations, duties or indemnities of Company to Licensee under the Agreement. NSR reserves any pre-existing rights, claims and defenses against Company and Licensee and said rights, claims and defenses shall not be waived or limited in any way by the Agreement.
3. Licensee understands that NSR makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against NSR relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).
4. Without the written consent of NSR, (i) neither the Agreement nor this Consent may be assigned in whole or in part by Company or Licensee; (ii) Licensee shall not enter into any sublicense or sublease of the Premises; and (iii) the Agreement shall not be amended by Company or Licensee. No consent by NSR to any sublease, sublicense, assignment, or amendment of the Agreement shall be construed to be consent to any further sublease, sublicense, assignment, or amendment of the Agreement.
5. In consideration of the rights granted by NSR to Licensee by this Consent, Licensee agrees to indemnify and hold NSR harmless to the same extent as Company is indemnified and held harmless pursuant to the Agreement. In addition, without limiting the indemnities provided in the Agreement, Licensee specifically shall indemnify and hold harmless NSR from and against any and all attorney's fees, costs, expenses, liabilities, injuries, claims (including third party claims and any claims under any environmental laws and regulations such as CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Control Act) and damages arising from or related to (1) the Agreement; (2) any acts or omissions by Licensee at or near the Premises, (3) Licensee's violations of environmental laws and regulations, and (4) environmental contamination caused by Licensee. For purposes of this paragraph, the term Licensee shall mean its officers, employees, agents, contractors, guests or invitees.
6. NSR must be given at least thirty (30) days notice prior to the placement of any equipment, structure, facility, fixture, or other improvement on the Premises other than those permitted by this Agreement.

7. Company and NSR agree that, by entering into this Consent, (i) NSR is not making any admission regarding any matter between NSR and Company; (ii) Company is not making any admission regarding any matter between NSR and Company; (iii) NSR is not waiving any claim or defense against Company or any affiliate of Company; (iv) Company is not waiving any claim or defense against NSR; (v) NSR does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may become involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company; and (vi) Company does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may be involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company.
8. Licensee acknowledges that NSR has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property.
9. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by NSR as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:
 - (a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name NSR as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.
 - (b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Pipeline Agreement, Licensee or its contractor shall procure and furnish to NSR a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name NSR as the named insured.
 - (c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.
 - (d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name NSR as an additional insured and shall include a severability of interests provision.
 - (e) The insurance required herein shall be of such form and content as may be acceptable to NSR. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to NSR at NSR Risk Manager, Three Commercial Place, Norfolk, VA 23510 (or such other current address provided to Licensee) and approved by NSR prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Consent or the Agreement.

Railroad Use Only
NS Activity No. _____
NCRRC File No. o_e-057.4374
AC: t0005094

LICENSE AGREEMENT

This license agreement ("License") is made by and between North Carolina Railroad Company, a North Carolina corporation ("NCRRC") and City of New Bern, a North Carolina municipality ("Licensee") and is effective as of the date set forth at Section 11 ("Effective Date"). Norfolk Southern Railway Company, the Operating Railroad (as defined below) expressly consents to this License, as shown on the signature page.

WITNESSETH:

The parties to this License, for and in consideration of the mutual covenants set forth below, agree as follows:

1) Preliminary Matters:

a) Operating Railroad as Intended Third Party Beneficiary. The parties agree that any railroad entity operating on or near the Premises (as defined below) pursuant to a valid agreement with NCRRC (an "Operating Railroad") is an intended third party beneficiary of this License, including but not limited to any railroad entity identified on the signature page of this License. Any Operating Railroad is entitled to enforce the rights of NCRRC under this License and the protections of this license extend not only to NCRRC but also to any Operating Railroad and any parents, subsidiaries, affiliates, directors, officers, managers, members, partners, principals, employees and agents of NCRRC and any Operating Railroad.

b) License Not to Affect Existing Interests. This License does not confer upon Licensee any greater, lesser or other title, interest, or estate in the Premises than it possessed, if any, prior to the entry of this License, and similarly does not confer upon NCRRC any greater, less or other title, interest, or estate in the Premises than it possessed, if any, prior to the entry of this License.

2) Grant of License. NCRRC, insofar as its right, title, and interest enables it so to do, without warranty, hereby grants to Licensee a non-exclusive license to use and occupy the area described in Exhibit A ("Premises"), solely for the purposes described below. NCRRC reserves unto itself, its Operating Railroad, and their permittees, the right to construct, maintain or operate on the Premises any existing or future trackage or pipe or electric or telecommunication line or any other facilities of like character. Licensee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as others may have to use any road

or highway which may be located upon or traverse the Premises. LICENSEE ACKNOWLEDGES THAT THE PREMISES IS WITHIN AN ACTIVE OPERATING RAILROAD CORRIDOR, AND LICENSEE AGREES NO ENTRY ON THE TRACKS OR STONE BALLAST IS ALLOWED. Licensee agrees to observe and be bound by the rules of NCRP and the Operating Railroad with respect to the rules on clearances.

3) Scope of License. Licensee will use the Premises solely for the purpose of installing, using, and maintaining a gravel access driveway and six foot tall fencing with gate and for no other purpose. Licensee will not change or expand the use or purpose of the Premises, nor change, alter or modify the Premises, including any change in grade, and specifically shall not install additional trees, shrubs, or other plantings except grass, or construct or install upon the Premises any buildings, structures, utilities or improvements, without the prior written consent of NCRP. Moreover, Licensee shall be solely responsible for obtaining and maintaining all permits and governmental approvals currently required or necessitated by alterations, modifications or improvements to the Premises and Licensee's operations on the Premises. No portion of the Premises may be used by Licensee to satisfy a governmental zoning or other land use requirement.

4) Licensee Financially Responsible for Alterations or Improvements. Licensee shall be solely responsible for payment of the costs of any alterations, modifications or improvements to the Premises and Licensee's operations on the Premises and all taxes or assessments thereon. Licensee shall promptly satisfy and discharge any claim, judgment or lien arising from same.

5) Care of Premises During Term of and Upon Expiration of License. In its use and occupancy of the Premises, Licensee shall maintain the Premises in a neat and sanitary condition. Licensee will comply, at its own expense, with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, governmental regulations, and ordinances. Without limiting the foregoing, Licensee shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety. Licensee shall not install any underground tanks or associated underground piping for the storage of any product on the Premises without the prior written consent of NCRP. Licensee shall not store or dispose of any wastes of any kind, whether hazardous or not, on the Premises, and Licensee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage, or disposal facility permit for any federal, state, or local agency or regulatory authority.

Upon termination of this License for any reason, Licensee will vacate the Premises and remove all personal property and improvements owned by or placed thereon by Licensee (unless NCRP consents otherwise in advance in writing). Furthermore, Licensee shall restore the Premises, including the subsurface, to the same condition that existed prior to the use and occupation by Licensee or the Effective Date, whichever is earlier. If Licensee fails to remove and/or restore as provided above, NCRP may, at its option, elect: (a) to become the owner of any or all personal property and improvements without payment to Licensee, or (b) to remove any or all of such property and improvements and/or restore the Premises at Licensee's sole cost and expense.

6) Indemnity and Subrogation. Only in the manner and to the extent provided by North Carolina law, Licensee agrees to defend, indemnify, and hold NCRR and its Operating Railroad harmless from any and all liability (including reasonable attorneys' fees) emanating from Licensee's exercise of its rights under this License, except for any liability attributed to the gross negligence, or intentional acts of NCRR or its Operating Railroad. Furthermore, Licensee hereby waives and releases all rights of recovery which it might otherwise have against NCRR or its Operating Railroad, their agents and employees, for loss or damage to Licensee's improvements, furniture, furnishings, fixtures or other property to the extent that the same are covered by Licensee's insurance, notwithstanding that such loss or damage may result from the negligence of NCRR or its Operating Railroad. The provisions of this section shall survive the termination of this License.

7) Term of License. This License shall continue in effect from the Effective Date until Licensee's rights are terminated by either party upon thirty (30) days written notice to the other party, except that NCRR may terminate this License immediately upon a determination that Licensee's activities are an immediate hazard to railroad operations in the rail corridor, or upon breach of this agreement unless cured within fifteen (15) days of written notification.

8) Limitation on Assignment. This License may only be assigned, in whole or in part, with the prior written consent and in the sole discretion of NCRR. Licensee must notify NCRR in writing to request consideration of an assignment of this License at least forty-five (45) days in advance of the desired assignment effective date, unless otherwise agreed to between the parties in writing. Licensee and potential Assignee shall provide any requested formation, legal or other documentation to NCRR, as NCRR requires. NCRR will determine assignment eligibility in its sole and absolute discretion. Licensee and potential Assignee shall use the then current NCRR form of Assignment of Agreement and Consent, which may be modified in the sole discretion of NCRR. No sublicensing of any kind is permitted.

9) NCRR's Right of Entry. NCRR reserves for itself, its Operating Railroad, and their permittees the right to enter upon the Premises at any time for inspection, operation, maintenance, reconstruction, repair, or relocation pertaining to railroad purposes.

10) Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to NCRR or Licensee, as the case may be, at the address set forth below.

NCRR:

North Carolina Railroad Company
2809 Highwoods Blvd.
Raleigh, North Carolina 27604

Licensee:

City of New Bern
PO Box 1129
New Bern, North Carolina 28536

11) Effective Date and License Fee. The Effective Date of this License is the later of the dates that each party signed as shown below. Licensee will pay to NCRR an annual fee of

THREE THOUSAND DOLLARS (\$3000.00), payable annually in advance, beginning as of the Effective Date. The amount of such annual fee shall increase each year by three percent (3%). Licensee shall also pay a late payment charge of one percent (3%) for each month (or portion thereof) the payment is late.

12) Insurance. Licensee and any contractor or subcontractor of Licensee shall provide to NCR and the Operating Railroad certificates of insurance documenting the following insurance coverage which is to be maintained during their entire occupancy of the Premises:

(a) Comprehensive Commercial General Liability (CGL) Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of death, bodily injury, liability and property damage liability. Such policy shall be endorsed to name NCR and NCR's Operating Railroad as additional insureds and shall include a severability of interests provision. Licensee shall not undertake any construction or demolition activities, including surveying or engineering evaluation, and installing wells or bore holes (but not for work done by means of hand auger) on any portion of the Premises within fifty (50) feet of the centerline of any railroad track (the "Prohibited Activities") without first providing NCR and the Operating Railroad with a certificate of insurance for Licensee and Licensee's contractor(s) or subcontractor(s) evidencing that any exclusion to the contractual liability provisions of the CGL policy for the Prohibited Activities are removed by endorsement (the "Exclusion Endorsement").

(b) In the event Licensee or any contractor or subcontractor cannot provide evidence of removal of the exclusion set forth above to cover the obligations assumed under this License, Licensee shall procure instead a Railroad Protective Liability Insurance Policy covering the Prohibited Activities having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Both NCR and its Operating Railroad require separate railroad protective policies naming NCR and the Operating Railroad as named insured. The insurance policies shall be underwritten on Insurance Services Offices Form No. CG 00 35 10 01 or its equivalent. The original Railroad Protective Liability Insurance Policies shall be furnished to and approved by both NCR and its Operating Railroad as defined (and address provided) on the signature page.

(c) The insurance required herein shall be of such form and content as may be acceptable to NCR and the Operating Railroad. Evidence of the CGL policy or the original Railroad Protective liability insurance policies must be furnished to each NCR and its Operating Railroad and approved by NCR and the Operating Railroad prior to Licensee's entry on the Premises. The Exclusion Endorsement or the original policy of Railroad Protective Liability Insurance must be furnished to NCR and approved by NCR and the Operating Railroad prior to Licensee performing any Prohibited Activities.

13) Miscellaneous. This License contains the complete agreement of the parties regarding the terms and conditions of the License of the Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. Nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth. The laws of the State of North Carolina shall govern the validity, interpretation, performance and enforcement of this License.

Entry of this License Agreement is not to be construed against either party as a waiver of its existing property rights.

IN WITNESS WHEREOF, the parties hereto have executed this License:

NCRR:

NORTH CAROLINA RAILROAD COMPANY

By: _____
Printed Name: _____
Title: _____
Date: _____

LICENSEE:

CITY OF NEW BERN

By: _____
Printed Name: Mark A. Stephens
Title: City Manager
Date: December 8, 2020

Operating Railroad and Certificates of Insurance

Name : Norfolk Southern Railway Company and its subsidiaries
Address: Attn. Risk Management
Three Commercial Place
Norfolk, VA. 23510

EXHIBIT A
THE PREMISES

DRAFT EXHIBIT

Milepost e-057 plus 4,374 (+/-) Feet
New Bern, Craven County, NC

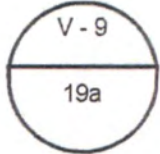


**Area Licensed by North Carolina Railroad to City of New Bern
(+/- 11,337 Sq. Ft)**



This map has been prepared by the North Carolina Railroad Company (NCR) principally for its purposes by utilizing information received from various private and governmental sources available to the public, and compiled into its Geographic Information Systems (GIS). As GIS mapping is a representation of information from various sources, it is not intended to be a substitute for a sealed land survey prepared by a registered North Carolina surveyor. The primary sources of the data shown on the map should be consulted for verification and to confirm the fitness thereof for any particular use. This information is not intended for use by third parties without approval by NCR.

Parcel No. 1



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 the Hurricane Florence Category A drainage ditch project within the North Glenburnie, Renny's Creek and Downtown drainage basins.

Date of Meeting: 12/8/2020	Ward # if applicable: Ward 1, 2, 4 & 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:	Over the past two years the City has been working with FEMA on a project to remove sediment and debris from 66 miles of drainage ditches throughout the City. This project is for the North Glenburnie, Renny's Creek and Downtown drainage basins.
Actions Needed by Board:	Adopt attached resolution
Backup Attached:	Memo, Resolution, Bid Tabulation, Advertisement for Bids, Project Plan

Is item time sensitive? Yes No

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

Cost of Agenda Item: \$309,880.00

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

Additional Notes:



NEW BERN
NORTH CAROLINA

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

November 24, 2020

Memo to: Mayor and Board of Aldermen

From: Matt Montanye, Director of Public Works

Re: Consider adopting a resolution authorizing the execution of a contract for the Category A, Hurricane Florence drainage ditch project within the North Glenburnie, Renny's Creek and Downtown drainage basins.

Background Information:

In late 2018 following Hurricane Florence, the City of New Bern began working with FEMA on a project to remove sediment and debris from 66 miles of drainage ditches within the City. This project was obligated by FEMA on January 27, 2020. Since being obligated, the City has been working with Draper Aden and Associates to identify damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On November 10, 2020, the Hurricane Florence Category A drainage project within the North Glenburnie, Renny's Creek and Downtown drainage basins was advertised for bids. On November 24, 2020 three bids were received, with the low bidder for this project being Trader Construction Company with a bid price of \$309,880.00. The North Glenburnie, Renny's Creek and Downtown drainage basins project consist of removing debris from 66 locations, consisting of more than 44 tons of vegetative debris, 323 cubic yards of sediment, 0.25 of miscellaneous debris and the cleaning of 1,650 feet of drainage culverts. The contract time for this project is 120 days.

Recommendation:

Draper Aden and Associates have vetted Trader Construction Company and found no issues or concerns. The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents and any change orders for the Jack Smith Creek Category A, Hurricane Florence drainage ditch project within the contract amount.

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

Cc: George Chiles, Staff Engineer

RESOLUTION

THAT WHEREAS, the North Glenburnie, Renny's Creek and Downtown drainage basins associated with the Hurricane Florence Category A Drainage Ditch Project was publicly advertised on November 10, 2020 and a pre-bid meeting was held on November 17, 2020; and

WHEREAS, the following qualified bids were received on November 24, 2020:

Trader Construction Company	\$ 309,880.00
Grillot Construction	\$ 438,188.00
Letourneau	\$ 534,920.41

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, Trader Construction Company, in the amount of \$309,880.00, for the Hurricane Florence Category A Drainage Ditch Project within the North Glenburnie, Renny's Creek and Downtown drainage basins, along with 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 Trader Construction Company for the Hurricane Florence Category A Drainage Ditch Project within the North Glenburnie, Renny's Creek and Downtown drainage basins, and any change orders within the budgeted amount.

ADOPTED this 8th day of December 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CERTIFIED BID TABULATION



PROJECT: Hurricane Florence Debris Removal Activities - North Glenburnie, Rennys Creek, and River Front Drainage Basins
PROJECT #: 19080319-07
BID DATE: November 24, 2020
BID TIME: 2:00 PM
LOCATION: City of New Bern Public Works Department / Microsoft Teams

	Trader Construction Company	Grillot Construction, LLC	Letourneau Enterprises		
Bid Bond	✓	✓	✓		
Contractor's License Information	#2943	#84473	#77361		
Bidder Qualification Statement	✓	✓	✓		
City's General Provisions and Byrd Anti Lobbying Certification	✓	✓	✓		
Anti-Collusion Affidavit	✓	✓	✓		
MBE / HUB Documentation	✓	✓	✓		
Bid Signed	✓	✓	✓		
Receipt of Addenda	✓	✓	✓		
Base Bid Total	\$309,880.00	\$438,188.00	\$534,920.41		

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2.00 PM on the Twenty-Fourth day of November, 2020, at the City of New Bern Public Works Department in New Bern, North Carolina.



DETAILED BID TABULATION



PROJECT: Hurricane Florence Debris Removal Activities - North Glenburnie, Rennys Creek, and River Front Drainage Basin
 PROJECT #: 19080319-07
 BID DATE: November 24, 2020
 BID TIME: 2:00 PM
 LOCATION: City of New Bern Public Works Department / Microsoft Teams

Item	Description	Units	Quantity	Trader Construction Company		Grillot Construction, LLC		Letourneau Enterprises		Unit Cost	Extended Cost	Unit Cost	Extended Cost
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost				
Base Bid													
1	Mobilization (3% Maximum)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 12,500.00	\$ 12,500.00	\$ 18,000.00	\$ 18,000.00				
North Glenburnie Drainage Basin													
2	Sediment and Erosion Control	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 56,000.00	\$ 56,000.00	\$ 88,000.00	\$ 88,000.00				
3	Traffic Control	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 36,800.00	\$ 36,800.00	\$ 52,000.00	\$ 52,000.00				
4	Install Temporary Construction Access	LF	1,525	\$ 25.00	\$ 38,125.00	\$ 64.00	\$ 97,600.00	\$ 28.95	\$ 44,148.75				
5	Sediment Removal	CY	165	\$ 110.00	\$ 18,150.00	\$ 95.00	\$ 15,675.00	\$ 220.00	\$ 36,300.00				
6	Jet Clean Pipe or Culvert	LF	1,230	\$ 25.00	\$ 30,750.00	\$ 6.00	\$ 7,380.00	\$ 28.50	\$ 35,055.00				
7	Vegetative Debris Removal	Tons	28	\$ 300.00	\$ 8,400.00	\$ 384.00	\$ 10,752.00	\$ 260.00	\$ 7,280.00				
8	Miscellaneous Debris Removal	Tons	0.25	\$ 920.00	\$ 230.00	\$ 4,700.00	\$ 1,175.00	\$ 426.65	\$ 106.66				
Rennys Creek Drainage Basin													
9	Sediment and Erosion Control	EA	1	\$ 40,000.00	\$ 40,000.00	\$ 22,000.00	\$ 22,000.00	\$ 26,000.00	\$ 26,000.00				
10	Traffic Control	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00	\$ 16,000.00	\$ 16,000.00				
11	Sediment Removal	CY	38	\$ 150.00	\$ 5,700.00	\$ 135.00	\$ 5,130.00	\$ 275.00	\$ 10,450.00				
12	Jet Clean Pipe or Culvert	LF	145	\$ 30.00	\$ 4,350.00	\$ 49.00	\$ 7,105.00	\$ 28.50	\$ 4,132.50				
13	Vegetative Debris Removal	Tons	7	\$ 300.00	\$ 2,100.00	\$ 686.00	\$ 4,802.00	\$ 260.00	\$ 1,820.00				
14	In-Place Vegetative Debris Removal	Tons	1,275	\$ 15.00	\$ 19,125.00	\$ 12.00	\$ 15,300.00	\$ 102.00	\$ 130,050.00				
River Front Drainage Basin													
15	Sediment and Erosion Control	EA	1	\$ 45,000.00	\$ 45,000.00	\$ 68,500.00	\$ 68,500.00	\$ 18,000.00	\$ 18,000.00				
16	Traffic Control	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 33,000.00	\$ 33,000.00	\$ 11,000.00	\$ 11,000.00				
17	Sediment Removal	CY	120	\$ 125.00	\$ 15,000.00	\$ 128.00	\$ 15,360.00	\$ 220.00	\$ 26,400.00				
18	Jet Clean Pipe or Culvert	LF	275	\$ 30.00	\$ 8,250.00	\$ 26.00	\$ 7,150.00	\$ 28.50	\$ 7,837.50				
19	Vegetative Debris Removal	Tons	9	\$ 300.00	\$ 2,700.00	\$ 551.00	\$ 4,959.00	\$ 260.00	\$ 2,340.00				
				\$ 309,880.00		\$ 438,188.00		\$ 534,920.41		\$ -		\$ -	
Cost Included on Bid Form				\$ 309,880.00		\$ 438,188.00		\$ 535,000.03		\$ -		\$ -	
CONTRACT AMOUNT BASED ON UNIT BID ITEMS				\$ 309,880.00		\$ 438,188.00		\$ 534,920.41		\$ -		\$ -	

NOTE: Values indicated in RED above have been corrected.

ADVERTISEMENT FOR BIDS

City of New Bern

New Bern, North Carolina

Hurricane Florence Debris Removal Activities – North Glenburnie, Rennys Creek, and River Front Drainage Basins

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

Hurricane Florence Debris Removal Activities – North Glenburnie, Rennys Creek, and River Front Drainage Basins

DAA PN: 19080319-070302

Pursuant to modifications of the Contract Documents presented in Addendum 1, the original bid date of November 17, 2020 has been extended. Bids for the construction of the Project will now be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until November 24, 2020 at 2:00 PM local time. At that time the Bids received will be publicly opened and read.

In response to the current State of Emergency and "Stay at Home" order pursuant of Executive Order 121, dated March 27, 2020, the public bid opening shall be made available through online video conference. Access to the online video conference shall be made available to all plan holders at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the removal of previously identified and as encountered sediment, vegetative debris, and miscellaneous debris within open-air stormwater ditches, piping, culverts, and wetlands. Work also includes clearing, grubbing, installation of access roads, necessary traffic control, erosion and sediment control, excavation, reduction, hauling of debris.

Bids are requested for the following Contract: **Hurricane Florence Debris Removal Activities – North Glenburnie, Rennys Creek, and River Front Drainage Basins**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.daa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**Draper Aden Associates
114 Edinburgh South Drive, Suite 200
Cary, NC 27511**

Due to the ongoing COVID-19 pandemic, bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor. The project will be funded in whole/part using FEMA funds provided by the U.S. Department of Homeland Security. All Federal laws and regulations will apply to use of FEMA funds.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of New Bern
By: Matthew L. Montanye
Title: Director of Public Works
Date: November 10, 2020

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 the Hurricane Florence Category A drainage ditch project within the Jack Smith Creek drainage basin.

Date of Meeting: 12/8/2020	Ward # if applicable: Ward 4 & 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:	Over the past two years the City has been working with FEMA on a project to remove sediment and debris from 66 miles of drainage ditches throughout the City. This project is for the Jack Smith Creek Drainage Basin.
Actions Needed by Board:	Adopt attached resolution
Backup Attached:	Memo, Resolution, Bid Tabulation, Advertisement for Bids, Readvertisement of Bids, Project Plan

Is item time sensitive? Yes No

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

Cost of Agenda Item: \$382,650.00

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

Additional Notes:



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

November 24, 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 the Jack Smith Creek Category A, Hurricane Florence drainage ditch project.

Background Information:

In late 2018 following Hurricane Florence, the City of New Bern began working with FEMA on a project to remove sediment and debris from 66 miles of drainage ditches within the City. This project was obligated by FEMA on January 27, 2020. Since being obligated, the City has been working with Draper Aden and Associates to identify damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On October 14, 2020, the Jack Smith Creek drainage basin Category A project was advertised for bids. However, on November 10, 2020, only two bids were received for this project. Therefore, the project was readvertised and on November 24, 2020 four bids were received and opened, with the low bidder for this project being Trader Construction Company with a bid price of \$382,650.00. The Jack Smith Creek drainage basin project consist of removing debris from 152 locations, consisting of more than 325 tons of vegetative debris, 925 cubic yards of sediment, 5 tons of miscellaneous debris and the cleaning of 700-feet of drainage culverts. The contract time for this project is 120 days.

Recommendation:

Draper Aden and Associates have vetted Trader Construction Company and found no issues or concerns. The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents and any change orders for the Jack Smith Creek Category A, Hurricane Florence drainage ditch project within the contract amount.

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

Cc: George Chiles, Staff Engineer

RESOLUTION

THAT WHEREAS, the Jack Smith Creek, Hurricane Florence Category A Drainage Ditch Project was publicly advertised on October 14, 2020 and again on November 10, 2020, and a pre-bid meeting was held on Wednesday November 4, 2020; and

WHEREAS, the following qualified bids were received on November 24, 2020:

Trader Construction Company	\$ 382,650.00
Pintail Oil Services	\$ 499,999.00
Letourneau	\$ 867,204.75
Grillot Construction	Non-Responsive

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, Trader Construction Company \$382,650.00, for the Jack Smith Creek Category A, Hurricane Florence Drainage Ditch 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 Trader Construction Company for the Jack Smith Creek Category A, Hurricane Florence Drainage Ditch Project and any change orders within the budgeted amount.

ADOPTED this 8th day of December 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CERTIFIED BID TABULATION



PROJECT: Hurricane Florence Debris Removal Activities - Jack Smith Creek Drainage Basin
PROJECT #: 19080319-07
BID DATE: November 24, 2020
BID TIME: 1:30 PM
LOCATION: City of New Bern Public Works Department / Microsoft Teams

	Trader Construction Company	Pintail Oilfield Services, LLC	Letourneau Enterprises	Grillot Construction, LLC	
Bid Bond	✓	✓	✓		
Contractor's License Information	#2943	#83386	#77361		
Bidder Qualification Statement	✓	✓	✓		
City's General Provisions and Byrd Anti Lobbying Certification	✓	✓	✓		
Anti-Collusion Affidavit	✓	✓	✓		
MBE / HUB Documentation	✓	✓	✓		
Bid Signed	✓	✓	✓		
Receipt of Addenda	✓	✓	✓		
Base Bid Total	\$382,650.00	\$499,999.00	\$867,204.25	NON-RESPONSIVE	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 1:30 PM on the Twenty-Fourth day of November, 2020, at the City of New Bern Public Works Department in New Bern, North Carolina.



DETAILED BID TABULATION

PROJECT: Hurricane Florence Debris Removal Activities - Jack Smith Creek Drainage Basin
 PROJECT #: 19080319-07
 BID DATE: November 24, 2020
 BID TIME: 1 30 PM
 LOCATION: City of New Bern Public Works Department / Microsoft Teams



Item	Description	Units	Quantity	Trader Construction Company		Pintail Oilfield Services, LLC		Letourneau Enterprises		Unit Cost	Extended Cost	Unit Cost	Extended Cost
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost				
Base Bid													
1	Mobilization (3% Maximum)	EA	1	\$ 11,470.00	\$ 11,470.00	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00		\$ -		
2	Sediment and Erosion Control	EA	1	\$ 94,800.00	\$ 94,800.00	\$ 283,511.00	\$ 283,511.00	\$ 310,000.00	\$ 310,000.00		\$ -		
3	Traffic Control	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 75,000.00	\$ 75,000.00		\$ -		
4	Install Temporary Construction Access	LF	4,200	\$ 13.00	\$ 54,600.00	\$ 13.00	\$ 54,600.00	\$ 28.95	\$ 121,590.00		\$ -		
5	Sediment Removal	CY	1,100	\$ 90.00	\$ 99,000.00	\$ 110.00	\$ 121,000.00	\$ 211.11	\$ 232,221.00		\$ -		
6	Jet Clean Pipe or Culvert	LF	700	\$ 25.00	\$ 17,500.00	\$ 18.34	\$ 12,838.00	\$ 25.00	\$ 17,500.00		\$ -		
7	Vegetative Debris Removal	Tons	326	\$ 255.00	\$ 83,130.00	\$ 50.00	\$ 16,300.00	\$ 260.00	\$ 84,760.00		\$ -		
8	Miscellaneous Debris Removal	Tons	5	\$ 430.00	\$ 2,150.00	\$ 350.00	\$ 1,750.00	\$ 426.65	\$ 2,133.25		\$ -		
					\$ 382,650.00		\$ 499,999.00		\$ 867,204.25		\$ -		\$ -
				Cost Included on Bid Form	\$ 382,650.00		\$ 499,999.00		\$ 867,204.25		\$ -		\$ -
				CONTRACT AMOUNT BASED ON UNIT BID ITEMS	\$ 382,650.00		\$ 499,999.00		\$ 867,204.25		\$ -		\$ -

ADVERTISEMENT FOR BIDS

City of New Bern

New Bern, North Carolina

Hurricane Florence Debris Removal Activities – Jack Smith Creek Drainage Basin

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

Hurricane Florence Debris Removal Activities – Jack Smith Creek Drainage Basin
DAA PN: 19080319-070302

Bids for the construction of the Project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until November 10, 2020 at 1:30 PM local time. At that time the Bids received will be publicly opened and read.

In response to the current State of Emergency and "Stay at Home" order pursuant of Executive Order 121, dated March 27, 2020, the public bid opening shall be made available through online video conference. Access to the online video conference shall be made available to all plan holders at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the removal of previously identified and as encountered sediment, vegetative debris, and miscellaneous debris within open-air stormwater ditches, piping, culverts, and wetlands. Work also includes clearing, grubbing, installation of access roads, necessary traffic control, erosion and sediment control, excavation, reduction, hauling of debris.

Bids are requested for the following Contract: **Hurricane Florence Debris Removal Activities – Jack Smith Creek Drainage Basin**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.daa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Draper Aden Associates

114 Edinburg South Drive, Suite 200, Cary, NC 27511

Due to the ongoing COVID-19 pandemic, bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

EJCDC® C-111, Advertisement for Bids for Construction Contract.

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The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor. The project will be funded in whole/part using FEMA funds provided by the U.S. Department of Homeland Security. All Federal laws and regulations will apply to use of FEMA funds.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Pre-bid Conference

Pre-bid conference attendance is not required. A virtual pre-bid conference is scheduled, through Microsoft Teams, on November 4, 2020 at 1:30 PM. In response to the current State of Emergency and "Stay at Home" order pursuant of Executive Order 121, dated March 27, 2020, the pre-bid meeting shall be made available through online video conference. Access to the online video conference shall be made available to all interested parties at least 24 hours prior to the scheduled meeting. Interested parties are required to contact Kim Phillips by email at kphillips@daa.com to request the conference link.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of New Bern
 By: Matthew L. Montanye
 Title: Director of Public Works
 Date: October 14, 2020

READVERTISEMENT FOR BIDS

City of New Bern

New Bern, North Carolina

Hurricane Florence Debris Removal Activities – Jack Smith Creek Drainage Basin

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

Hurricane Florence Debris Removal Activities – Jack Smith Creek Drainage Basin

DAA PN: 19080319-070302

Bids for the construction of the Project were received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until November 10, 2020 at 1:30 PM local time. At this time, only two bids were received in response to the solicitation. The bids were returned un-opened and the project is being readvertised.

Bids for the construction of the Project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, until November 24, 2020 at 1:30 PM local time. At that time the Bids received will be publicly opened and read.

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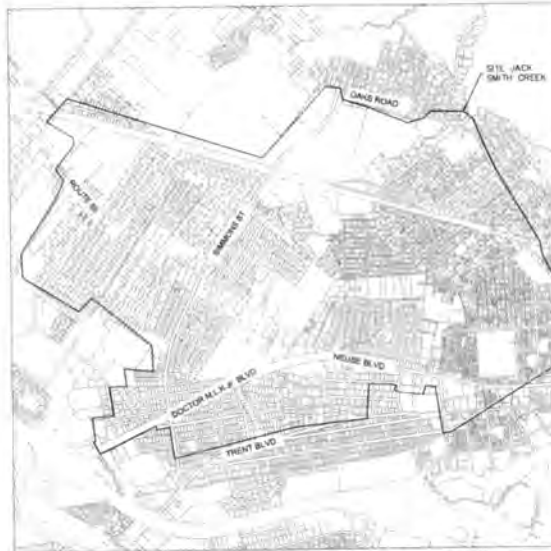
This Advertisement is issued by:

Owner: City of New Bern
By: Matthew L. Montanye
Title: Director of Public Works
Date: November 10, 2020

HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES - JACK SMITH CREEK DRAINAGE BASIN

SEPTEMBER 11, 2020
RELEASED FOR BIDDING-NOT CONSTRUCTION

NAME OF PROJECT: HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES - JACK SMITH CREEK DRAINAGE BASIN
ENGINEER: ANDREW P. MERICLE, P.E.
AMERICLE@DRAA.COM
DRAPER ADEN ASSOCIATES
114 EDENBURGH SOUTH DRIVE
SUITE 200, CARY, NC 27511
PRO: MULTIPLE
DEED REFERENCE: MULTIPLE
WATERSHED CLASSIFICATION: NEUSE RIVER BASIN
DISTURBED AREA: 5.06 ACRES



VICINITY MAP - NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C2.0	NOTES
C2.1	NOISE NOTES
C3.0	SITE LAYOUT
C3.1	SITE LAYOUT - NORTH WEST
C3.2	SITE LAYOUT - NORTH
C3.3	SITE LAYOUT - NORTH EAST
C3.4	SITE LAYOUT - SOUTH EAST
C3.5	SITE LAYOUT - WEST
C3.6	SITE LAYOUT - SOUTH WEST
DA.1	JACK SMITH CREEK DRAINAGE BASIN REMEDIATION & ESC PLAN
DA.2	JACK SMITH CREEK DRAINAGE BASIN REMEDIATION & ESC PLAN
DA.3	JACK SMITH CREEK DRAINAGE BASIN REMEDIATION & ESC PLAN
CS.0	DETAILS
CS.1	DETAILS

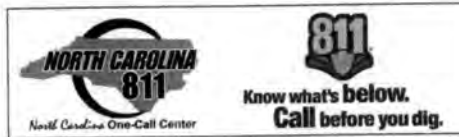
DRAPER ADEN ASSOCIATES REVIEW

THESE PLANS HAVE BEEN SUBJECTED TO TECHNICAL AND QUALITY REVIEWS BY

NAME: SAM FOREYTH
PROJECT DESIGNER
SIGNATURE: *[Signature]*
DATE: 09/11/20

NAME: MATTHEW C. BURKETT, P.E., CFM
PROJECT MANAGER
SIGNATURE: *[Signature]*
DATE: 09/11/20

NAME: ANDREW P. MERICLE
QUALITY REVIEWER
SIGNATURE: *[Signature]*
DATE: 09/11/20



Draper Aden Associates
Engineering • Surveying • Environmental Services
114 Edenburgh South Drive, Suite 200
Cary, NC 27511
www.draperaden.com
• Raleigh, VA
• Blacksburg, VA
• Charlottesville, VA
• Virginia Beach, VA



COVER SHEET
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

REVISIONS	
NO.	DESCRIPTION
001	ISSUE

DESIGNED BY: SELF
DRAWN BY: SELF
CHECKED BY: APM
SCALE: NONE
DATE: SEPTEMBER 11, 2020
PROJECT NUMBER: 19080319-070302

C1.0

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES AS REQUIRED DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT EDITION OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL. ALL DEVICES REFERRED TO IN THESE PLANS CAN BE FOUND IN THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL.
2. ALL DISTURBED AREAS SHALL BE PERMANENTLY SEEDING AND MULCHED PER THE NEEDED SCHEDULE AFTER REACHING FINAL GRADE. AREAS WHICH HAVE BEEN DISTURBED AND HAVE NOT REACHED FINAL GRADE, BUT WHICH ARE TO REMAIN UNDEVELOPED FOR LONGER THAN 180 DAYS ARE TO BE TEMPORARILY SEEDING AND MULCHED PER THE NEEDED SCHEDULE. AS UPSTREAM AREAS ARE STABILIZED WITH PERMANENT COVER, DOWNSTREAM TEMPORARY DEVICES ARE TO BE REMOVED. CONTRACTOR SHALL FOLLOW THE STABILIZATION TIME TABLE INCLUDED IN THIS SET OF DRAWINGS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERIODICALLY INSPECT ALL SEDIMENT AND EROSION CONTROL DEVICES AND ENSURE THAT THEY ARE IN GOOD WORKING ORDER. AT A MINIMUM, ALL DEVICES SHALL BE INSPECTED DAILY AND AFTER MAJOR RAINFALL EVENTS. ANY DEVICE NEEDING REPAIRS SHALL BE REPAIRED WITHIN 24 HOURS.
4. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES IF DURING THE COURSE OF CONSTRUCTION THE ENGINEER OR NEEDED INSPECTOR DETERMINES THAT THEY ARE REQUIRED.
5. SILT SHALL BE REMOVED FROM SILT FENCES WHEN THE SILT REACHES APPROXIMATELY ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER.
6. THE CONTRACTOR SHALL PERIODICALLY TOP DRESS THE CONSTRUCTION ENTRANCE WITH CLEAN STONE, IF THE CONSTRUCTION ENTRANCE FAILS TO REMOVE DIRT FROM THE TIRES OF VEHICLES ENTERING A PUBLIC RIGHT-OF-WAY A WASH RACK SHALL BE INSTALLED AND THE TIRES WASHED. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ANY REQUIRED WATER FOR THE WASHING OF TIRES. DIRT TRUCKS ONTO THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
7. ALL EROSION AND SILTATION MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING.
8. ALL STORM AND UTILITY LINES NOT IN STREETS ARE TO BE MULCHED AND SEEDING PER THE NEEDED SCHEDULE AFTER BACKFILL. NO MORE THAN FIVE HUNDRED FEET OF TRENCH IS TO BE OPEN AT ONE TIME.
9. ALL TEMPORARY EARTH BERMS, DIVERSIONS, AND SILT DAMS ARE TO BE MULCHED AND SEEDING FOR VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRIP OR MAT MULCH IS REQUIRED. ADDITIONALLY ALL DIVERSION CHANNELS WILL BE PROTECTED AGAINST HIGH VELOCITY WITH EROSION CONTROL MEASURES AS DENOTED ON THESE PLANS. THE SAME APPLIES TO STOCKPILES ON SITE AS WELL AS SOIL (INTERMEDIATELY) TRANSPORTED FROM THE PROJECT SITE.
10. ANY DISTURBED AREA NOT PAVED, SOGGED, OR BUILT UPON, IS TO BE SEEDING PER THE TEMPORARY AND PERMANENT SEEDING SCHEDULE INCLUDED IN THESE DRAWINGS. MODIFY AS APPLICABLE (DEPENDENT ON PROPOSED TIME OF CONSTRUCTION).
11. CONTRACTOR STAGING AREAS SHALL BE RETURNED TO BETTER THAN ORIGINAL CONDITIONS AT THE COMPLETION OF THE WORK.
12. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
13. PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO INSTALLATION OF A LAND DISTURBANCE PERMIT. THE CONTRACTOR SHALL CONDUCT THE MEETING WITH THE NEEDED INSPECTOR ASSIGNED TO THE PROJECT.
14. ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF NEEDED EROSION AND SEDIMENT CONTROL MANUAL AND THE NORTH CAROLINA SEDIMENTATION POLLUTION CONTROL ACT OF 1972.
15. ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING THE COMPLETION OF CONSTRUCTION OR DEVELOPMENT.

CONSTRUCTION SEQUENCE

1. SET UP PRE-CONSTRUCTION MEETING.
2. INSTALL SILT FENCE AND OTHER PERIMETER CONTROLS.
3. INSTALL EROSION AND SEDIMENT CONTROL FEATURES AS INDICATED.
4. MINIMIZE DISTURBED AREAS AT ANY GIVEN TIME TO THOSE AREAS THAT ARE BEING ACTIVELY EXCAVATED.
5. INSPECT AND ADJUST AS NECESSARY ALL EROSION CONTROL DEVICES IN ORDER TO MAINTAIN PROPER FUNCTION.
6. COMPLETE ANY TEMPORARY SITE ACCESS REQUIREMENTS.
7. REMOVE AND REDUCE VEGETATIVE DEBRIS BOTH IDENTIFIED AND AS ENCOUNTERED THAT IS NOT EXPLICITLY IDENTIFIED IN THE DESCRIPTION OF ACTIVITY TABLE.
8. REMOVE MISCELLANEOUS HAZARDOUS DEBRIS BOTH IDENTIFIED AND AS ENCOUNTERED THAT IS NOT EXPLICITLY IDENTIFIED IN THE DESCRIPTION OF ACTIVITY TABLE.
9. INSTALL TEMPORARY DRAINAGE AND PUMP AROUND AS NECESSARY. DRAINAGE IS REQUIRED TO PERFORM SEDIMENT REMOVAL. WHEN MORE THAN 12 INCHES OF WATER IS PRESENT WITHIN THE EXCAVATION AREA, WATER DEPTH MAY FLUCTUATE DUE TO RECENT RAINFALL. OPERATIONAL WATER DEPTH SHALL BE MAINTAINED AT OR BELOW 12 INCHES.
10. REMOVE SEDIMENT AS IDENTIFIED. GRADE DITCHES TO MATCH EXISTING DILUENTS OR PROVIDE POSITIVE DRAINAGE. STOCKPILE REMOVED SEDIMENT WITHIN EXISTING EASEMENTS OR RIGHT-OF-WAYS. ALLOW MATERIAL TO ACCUMULATE DRY PRIOR TO LOADING AND DISPOSAL FOR AREAS WITHOUT ADEQUATE SPACE TO STOCKPILE SEDIMENT NEARBY, TRANSPORT SEDIMENT TO IDENTIFIED STOCKPILE AREAS AND ALLOW TO DRY PRIOR TO DISPOSAL.
11. STABILIZE SITES DURING AND AT THE CONCLUSION OF CONSTRUCTION IN ACCORDANCE WITH THE NOTES AND DETAILS IN THESE PLANS AND AS INSPECTOR HAS INSTRUCTED.
12. ONCE ALL AREAS HAVE BEEN STABILIZED, AND ONLY WITH THE APPROVAL OF THE EROSION CONTROL INSPECTOR, REMOVE ALL REMAINING EROSION CONTROL DEVICES.
13. REMOVE AND REPLACE ANY ITEMS DISTURBED AND OR REMOVED DURING ACCESS OF CONSTRUCTION ACTIVITIES.

GENERAL NOTES

1. THIS PROJECT, AS CURRENTLY DESIGNED, MAY NOT INCLUDE ALL COMPONENTS ADDRESSED IN THE VARIOUS GENERAL NOTES. REVIEW PLANS FOR APPLICABILITY.
2. THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM THE LOCAL AND STATE AGENCIES.
3. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT HIS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
4. ALL PAVING MATERIALS AND DRAINAGE STRUCTURES SHALL BE BUILT AND INSTALLED IN ACCORDANCE WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
5. THE LOCATION OF EXISTING SEWER, WATER OR TELEPHONE LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOWN ON THE PLANS IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, IF THERE APPEARS TO BE A CONFLICT, OR UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS, FOR ASSISTANCE IN LOCATING EXISTING UTILITIES CALL "NO DIG CALL" (811).
6. WHERE PAVEMENT IS BEING REMOVED, THE CONTRACTOR SHALL REMOVE AGGREGATE BASE MATERIAL TO SUB-GRADE.
7. DAMAGE TO UTILITIES (INCLUDING UNDERGROUND) OR PROPERTY OF OTHERS BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY CONTRACTOR AT NO COST TO OWNER.
8. EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY CONTRACTOR (WHICH ARE NOT TO BE REMOVED) SHALL BE REPAIRED TO LIKE-NEW CONDITION.
9. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL EXISTING PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
10. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY INSPECTORS.
11. THE CONTRACTOR SHALL NOTIFY ALL APPLICABLE REGULATORY AGENCIES AND THE ENGINEER AT LEAST 24 HOURS PRIOR TO STARTING WORK ON THIS PROJECT.
12. UNLESS OTHERWISE NOTED, ALL CONCRETE PIPE SHALL BE REINFORCED CONCRETE PIPE, CLASS III.
13. ALL EXCAVATION FOR UNDERGROUND PIPE INSTALLATION MUST COMPLY WITH OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY (29 CFR PART 1926).
14. VERIFY THE PROPOSED LAYOUT WITH ITS RELATIONSHIP TO THE EXISTING SITE SURVEY. ALSO VERIFY ALL DIMENSIONS, SITE CONDITIONS, AND MATERIAL SPECIFICATIONS AND NOTIFY THE OWNER AND ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE COMMENCING OR PROCEEDING WITH WORK.
15. DEVIATIONS FROM OR CHANGES TO THESE PLANS WILL NOT BE ALLOWED.
16. MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF NECESSARY. THE EXISTENCE AND/OR LOCATION OF UTILITIES SHOWN ON THESE PLANS MAY BE ONLY APPROXIMATELY CORRECT. TAKE NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN HEREON AND ANY OTHER EXISTING UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. REPAIR AT YOUR OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. IF A UTILITY IS DAMAGED DURING CONSTRUCTION, STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER AND TOWNSHIP.
17. PROPERLY SECURE THE CONSTRUCTION AREA AT ALL TIMES AGAINST UNAUTHORIZED ENTRY AND ADEQUATELY PROTECT EQUIPMENT, MATERIALS, AND COMPLETED WORK FROM THEFT AND VANDALISM. THE OWNER IS NOT RESPONSIBLE FOR THE LOSS OF ANY MATERIAL STORED AT THE SITE.

GENERAL CONSTRUCTION AND GEOTECHNICAL NOTES

ENGINEER'S FILE

1. ALL CONTROLLED FILL ZONES ARE TO BE MONITORED BY A FULL TIME GEOTECHNICAL ENGINEERING SERVICES FIRM.
 2. ENGINEERED FILLS SHALL BE PROPERLY PLACED ACCORDING TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
 3. ALL SUMMARY REPORTS, IF AVAILABLE FROM THE GEOTECHNICAL ENGINEER REPRESENTING THE PROJECT MUST STATE HIS PROFESSIONAL OPINION ON THE SATISFACTORILY COMPLETED PHASES OF CONSTRUCTION SUCH AS: SLOPE CUTS, SUBDRAINAGE SYSTEMS, PREPARATION OF SUBGRADES AND COMPACTION OF EARTH FILLS.
 4. NO FILLS SHALL HAVE ZONES THAT EXCEED TWO (2) FEET IN ELEVATION WITHOUT CONDUCTING COMPACTION TEST AND OBTAINING RESULTS OF 95% OR GREATER.
 5. THE GEOTECHNICAL ENGINEER MUST SUBMIT A DETAILED ANALYSIS, INCLUDING THE FIELD DENSITY TEST RESULTS. THIS REPORT SHALL BE ACCOMPANIED WITH A COPY OF THE SITE PLAN SHEET AND INDICATE THE TEST LOCATIONS AND ELEVATIONS. THE GEOTECHNICAL ENGINEER MUST PROVIDE ENOUGH DESIGNATED TESTING IN ALL FILL ZONES TO ADEQUATELY EXAMINE AND VERIFY THE INTEGRITY OF THE FILL.
 6. THE GEOTECHNICAL ENGINEER MUST SUBMIT A CERTIFIED BUILDING PAD REPORT FOR EACH FILL PAD LOCATION. THIS REPORT SHALL PROFILE THE FILL MATERIAL, PLACEMENT AND PROVIDE THE COMPACTION TEST RESULTS. ALL REPORTS WILL BE ACCOMPANIED BY THE SITE PLAN, INDICATING THE TEST LOCATIONS AND ELEVATIONS.
 7. NO BUILDING PADS IN FILL ZONES WILL HAVE STRATAS EXCEEDING TWO (2) FEET IN ELEVATION WITHOUT TEST VERIFYING DENSITY.
 8. THESE GEOTECHNICAL NOTES SHALL IN NO WAY LESSEN THE REQUIREMENTS OF THE SUBMITTED SOILS REPORT.
- ROAD SUBGRADE**
1. INSPECTION AND APPROVAL OF THE SUBGRADE WILL BE REQUIRED PRIOR TO THE PLACEMENT OF THE APPROVED PAVEMENT SECTION MATERIAL.
 2. ANY CLAY DEPOSITS IN THE TOP TWO FEET OF THE SUBGRADE MUST BE REMOVED OR ADRESSED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
 3. SUBGRADE APPROVAL SHALL BE ACCOMPANIED BY THE SUPPORTING DOCUMENTATION VERIFYING DENSITY TEST RESULTS OF 95% OR GREATER.
 4. THE ENTIRE SUBGRADE WILL HAVE BEEN PROOF-ROLLED IN THE PRESENCE OF THE SITE INSPECTOR AND GEOTECHNICAL REPRESENTATIVE.
 5. PROOF-ROLLING SHALL BE A RIGID TIRE VEHICLE SUCH AS A LOADED TEN (10) TON TRUCK OF APPROVED COMPACTION EQUIPMENT.
 6. THE FINAL SUBGRADE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND SITE INSPECTOR BEFORE PLACEMENT OF PAVEMENT SECTION MATERIALS.

PERMANENT SEEDING SCHEDULE FOR GRASS/LEAF CHANNELS

TEMPORARY SEEDING SCHEDULE FOR LATE WINTER AND EARLY SPRING	DATE	SEEDS	RATE (LB/ACRE)
1. MAY 1 - MAY 15	4#4 (ORANGE)	100	
2. MAY 15 - MAY 30	3#4 (ORANGE)	100	

PERMANENT SEEDING SCHEDULE FOR AREAS OTHER THAN CHANNELS	DATE	SEEDS	RATE (LB/ACRE)
1. MAY 1 - MAY 15	4#4 (ORANGE)	100	
2. MAY 15 - MAY 30	3#4 (ORANGE)	100	

TEMPORARY SEEDING SCHEDULE FOR PAVEMENT

DATE	SEEDS	RATE (LB/ACRE)
MAY 15 - MAY 30	3#4 (ORANGE)	100

TEMPORARY SEEDING SCHEDULE FOR SUBGRADE

DATE	SEEDS	RATE (LB/ACRE)
MAY 1 - MAY 15	4#4 (ORANGE)	100
MAY 15 - MAY 30	3#4 (ORANGE)	100

EROSION CONTROL NARRATIVE

PROJECT DESCRIPTION
 THE PROJECT CONSISTS OF REMOVING HURRICANE FLORENCE-RELATED DEBRIS PRESENT THROUGHOUT THE CITY OF NEW BERN'S DRAINAGE NETWORK WITHIN THE JACK SMITH CREEK DRAINAGE BASIN. DEBRIS WILL INCLUDE SEDIMENT, VEGETATIVE DEBRIS, AND MISCELLANEOUS DEBRIS. ALL DEBRIS WILL BE DISPOSED OF AT THE TUSCUMPHUA LANDFILL.

EXISTING CONDITIONS
 THE PROJECT AREA INCLUDES VARIOUS SITES THROUGHOUT THE JACK SMITH CREEK DRAINAGE BASIN. SITES ARE LOCATED THROUGHOUT THE CITY OF NEW BERN'S DRAINAGE NETWORK AND INCLUDE BOTH OPEN CONVEYANCE AND STORMWATER INFRASTRUCTURE.

DEVELOPMENT IMPACTS
 THE DEVELOPMENT IMPACTS TO THE TOPOGRAPHY, SOILS, HYDROLOGY AND GEOLOGY WILL BE MINOR.

SOILS
 THROUGHOUT THE PROJECT AREA INCLUDE ALTAVISTA FINE SANDY LOAM, 0 TO 3 PERCENT SLOPES, ALTAVISTA-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES, APRAHAE FINE SANDY LOAM, AUSTINVILLE LOAMY SAND, 0 TO 8 PERCENT SLOPES, SOUTHBORO LOAMY FINE SAND, 0 TO 3 PERCENT SLOPES, GOLDSBORO-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES, LEON SAND, 0 TO 3 PERCENT SLOPES, GOLDSBORO-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES, ATLANTIC COAST FLATWOODS, SEABOARD-URBAN LAND COMPLEX, SEABOARD LOAMY SAND, HARBORO SAND, 0 TO 8 PERCENT SLOPES, TOWNELEY FINE SANDY LOAM, TORRANTA FINE SANDY LOAM, HYDROLOGIC SOIL GROUPS INCLUDE A (30.8%), A/D (40.9%), B (7.8%), B/D (11.1%), AND C (9.4%).

CRITICAL EROSION AREAS
 1. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ADJACENT ROADWAYS.
 2. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM EXITING THE PROJECT SITE AREA.
 3. CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM ENTERING ANY WATER WAY OR DRAINAGE WAY.

STODPILING
 TOPSOIL (STODPILING IS ANTICIPATED) ON-SITE.

STRUCTURAL PRACTICES
 SILT FENCE
 SILT FENCE GUILTS
 DILUENT INLET PROTECTION

VEGETATIVE PRACTICES
 TOPSOILING
 TEMPORARY SEEDING
 PERMANENT SEEDING
 MULCHING

MANAGEMENT STRATEGIES
 1. THE SILT FENCE BARRIER WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER.
 2. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.
 3. SEDIMENT TRAPPING MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING.
 4. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.
 5. AFTER ACHIEVING ADEQUATE STABILIZATION AND UPON APPROVAL OF THE NEEDED INSPECTOR, THE TEMPORARY EROSION CONTROL MEASURES WILL BE CLEANED UP AND REMOVED.

PERMANENT STABILIZATION
 THE DISTURBED AREAS WILL BE PERMANENTLY STABILIZED THROUGH THE USE OF PERMANENT SEEDING AND RRIPAP.

GENERAL UTILITY NOTES

1. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. OTHER IN SERVICE OR ABANDONED. THE ENGINEER FURNISHES DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION AS INDICATED. ALTHOUGH, HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
2. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION SO THAT CONTRACTOR IS FAMILIAR AND UNDERSTANDING OF THE EXISTING UTILITIES AND THE LOCATION OF ANY UTILITIES TO BE MAINTAINED.
3. FIELD CHANGES MAY BE NECESSARY DUE TO EXISTING UTILITY LOCATIONS. THE ENGINEER SHALL BE CONTACTED BEFORE MAKING THESE CHANGES.



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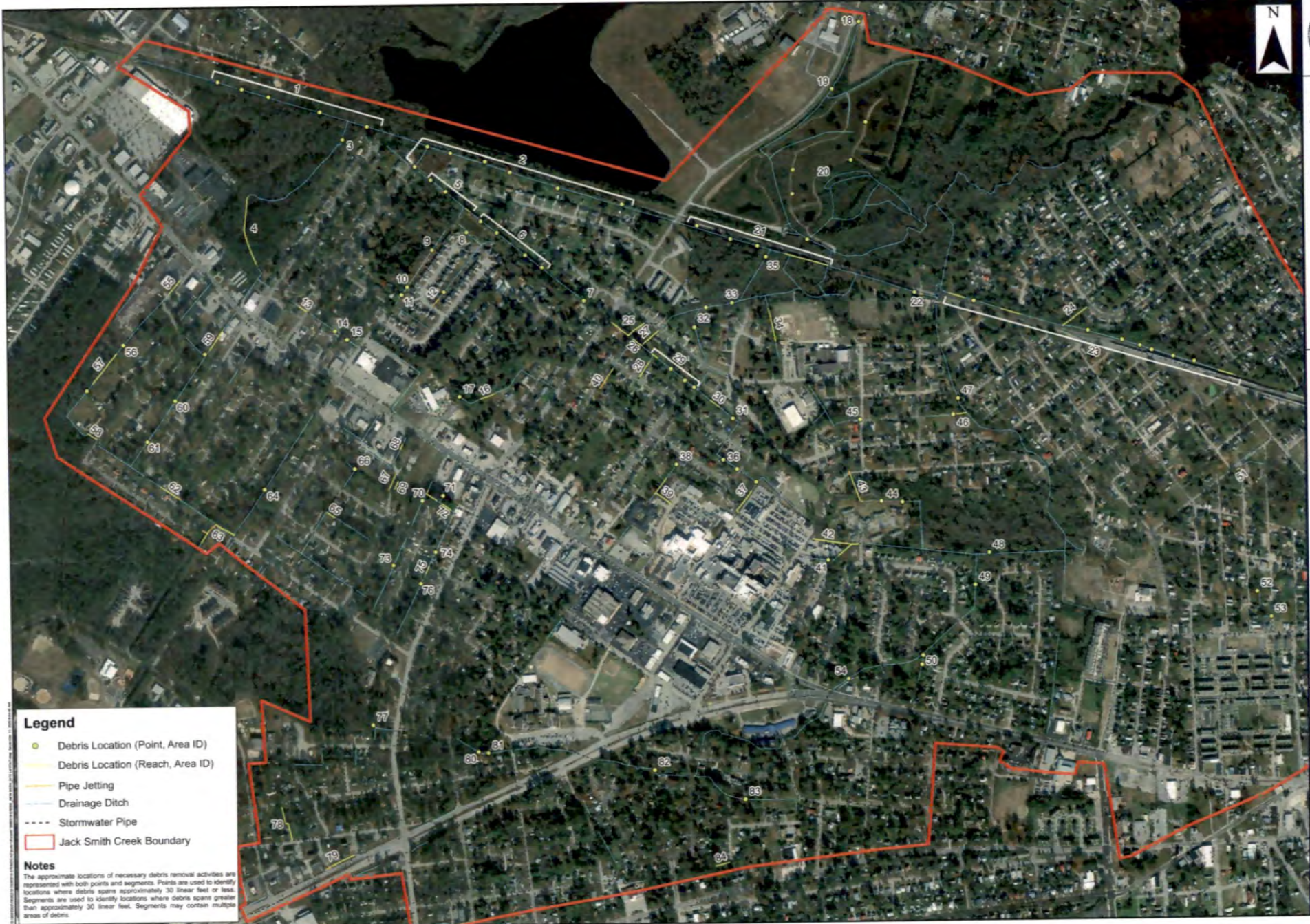
NOTES
 HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
 JACK SMITH CREEK DRAINAGE BASIN

REVISIONS

NO.	DATE	DESCRIPTION
01	10/27/2023	ISSUE FOR BIDDING
02	11/15/2023	REVISED PER COMMENTS
03	12/15/2023	REVISED PER COMMENTS
04	01/15/2024	REVISED PER COMMENTS
05	02/15/2024	REVISED PER COMMENTS
06	03/15/2024	REVISED PER COMMENTS
07	04/15/2024	REVISED PER COMMENTS
08	05/15/2024	REVISED PER COMMENTS
09	06/15/2024	REVISED PER COMMENTS
10	07/15/2024	REVISED PER COMMENTS
11	08/15/2024	REVISED PER COMMENTS
12	09/15/2024	REVISED PER COMMENTS
13	10/15/2024	REVISED PER COMMENTS
14	11/15/2024	REVISED PER COMMENTS
15	12/15/2024	REVISED PER COMMENTS

10/27/2023
 11/15/2023
 12/15/2023
 01/15/2024
 02/15/2024
 03/15/2024
 04/15/2024
 05/15/2024
 06/15/2024
 07/15/2024
 08/15/2024
 09/15/2024
 10/15/2024
 11/15/2024
 12/15/2024

C2.0



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SITE LAYOUT
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

Legend

- Debris Location (Point, Area ID)
- Debris Location (Reach, Area ID)
- Pipe Jetting
- Drainage Ditch
- - - Stormwater Pipe
- ▭ Jack Smith Creek Boundary

Notes
 The approximate locations of necessary debris removal activities are represented with both points and segments. Points are used to identify locations where debris spans approximately 30 linear feet or less. Segments are used to identify locations where debris spans greater than approximately 30 linear feet. Segments may contain multiple areas of debris.

REVISIONS	
09/11/2019	Issue for Construction
DESIGNED BY: SLP	
DRAWN BY: SLP	
CHECKED BY: APM	
SCALE: NONE	
DATE: SEPTEMBER 11, 2019	
PROJECT NUMBER: 19080319-070302	
C3.0	



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SITE LAYOUT - NORTH EAST
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

Legend

- Debris Location (Point, Subarea ID)
- Debris Location (Reach, Subarea ID)
- Pipe Jetting
- Drainage Ditch
- Stormwater Pipe
- Point of Access
- Install Temporary Gravel Construction Entrance/Exit Access
- Jack Smith Creek Boundary

Notes
 The approximate locations of necessary debris removal activities are represented with both points and segments. Points are used to identify locations where debris spans approximately 30 linear feet or less. Segments are used to identify locations where debris spans greater than approximately 30 linear feet. Segments may contain multiple areas of debris.

REVISIONS	
09/11/20	REVISED FOR APPROVAL
DESIGNED BY:	SLP
DRAWN BY:	SLP
CHECKED BY:	APM
SCALE:	NONE
DATE:	SEPTEMBER 11, 2020
PROJECT NUMBER:	19080319-070302
C3.3	



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SITE LAYOUT - SOUTH EAST
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

REVISIONS

NO.	DESCRIPTION	DATE

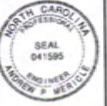
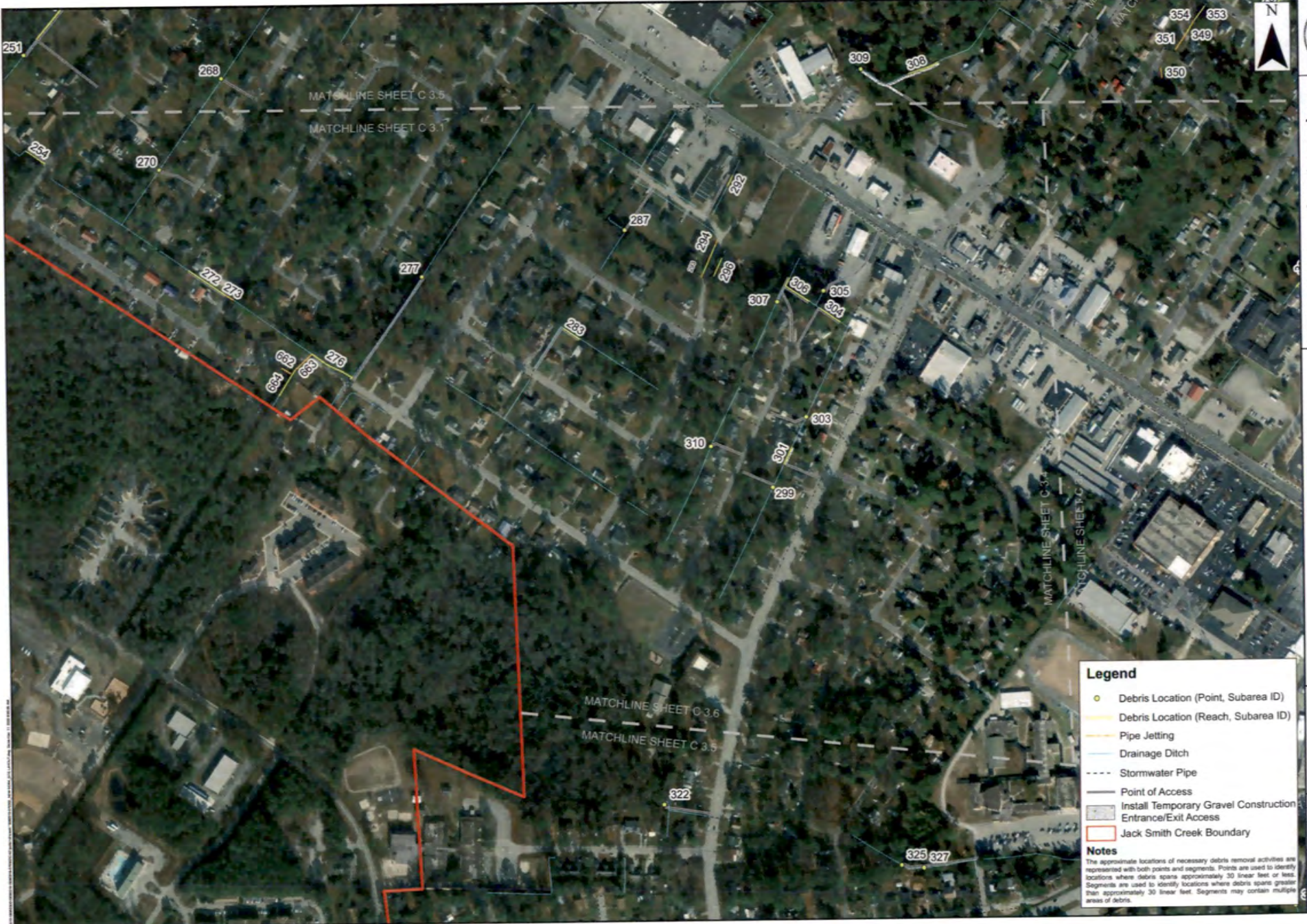
DESIGNED BY: SLP
 DRAWN BY: SLP
 CHECKED BY: JPM
 SCALE: NONE
 DATE: SEPTEMBER 11, 2019
 PROJECT NUMBER: 19080319-070302

C3.4

Legend

- Debris Location (Point, Subarea ID)
- Debris Location (Reach, Subarea ID)
- Pipe Jetting
- Drainage Ditch
- Stormwater Pipe
- Point of Access
- Install Temporary Gravel Construction Entrance/Exit Access
- Jack Smith Creek Boundary

Notes
 The approximate locations of necessary debris removal activities are represented with both points and segments. Points are used to identify locations where debris spans approximately 30 linear feet or less. Segments are used to identify locations where debris spans greater than approximately 30 linear feet. Segments may contain multiple areas of debris.



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SITE LAYOUT - WEST
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNED BY: SLP
 DRAWN BY: SLP
 CHECKED BY: JPM
 SCALE: NONE

DATE: SEPTEMBER 15, 2020
 PROJECT NUMBER: 19080319-070302

C3.5

Legend

- Debris Location (Point, Subarea ID)
- Debris Location (Reach, Subarea ID)
- Pipe Jetting
- Drainage Ditch
- - - Stormwater Pipe
- Point of Access
- Install Temporary Gravel Construction Entrance/Exit Access
- Jack Smith Creek Boundary

Notes
 The approximate locations of necessary debris removal activities are represented with both points and segments. Points are used to identify locations where debris spans approximately 30 linear feet or less. Segments are used to identify locations where debris spans greater than approximately 30 linear feet. Segments may contain multiple areas of debris.



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SITE LAYOUT - SOUTH WEST
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

REVISIONS

NO.	DATE	DESCRIPTION
001	09/11/20	ISSUED FOR REVIEW

DESIGNED BY: SLP
 DRAWN BY: SLP
 CHECKED BY: APM
 SCALE: NONE

DATE: SEPTEMBER 11, 2020
 PROJECT NUMBER: 19080319-070302

C3.6

Legend

- Debris Location (Point, Subarea ID)
- Debris Location (Reach, Subarea ID)
- Pipe Jetting
- Drainage Ditch
- - - Stormwater Pipe
- Point of Access
- Install Temporary Gravel Construction Entrance/Exit Access
- ▭ Jack Smith Creek Boundary

Notes
 The approximate locations of necessary debris removal activities are represented with both points and segments. Points are used to identify locations where debris spans approximately 30 linear feet or less. Segments are used to identify locations where debris spans greater than approximately 30 linear feet. Segments may contain multiple areas of debris.

Area ID	Subarea ID	Project Description	ESC Description	Start Latitude	Start Longitude	End Latitude	End Longitude
001	252	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12598770	-77.08180980		
	253	Remove vegetative (uprooted tree) debris accumulated in bottom of ditch.	n/a	35.12579896	-77.08107542		
	255	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12560160	-77.08027830		
	256	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12520406	-77.07873255		
	257	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12483386	-77.07730991		
002	258	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12414021	-77.07478950		
	259	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12393050	-77.07374110		
	260	Remove vegetative debris and vehicle debris accumulated in bottom of ditch.	n/a	35.12365100	-77.07299745		
	261	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12324430	-77.07154200		
	262	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12282230	-77.06961010		
003	274	Remove miscellaneous debris (plastic pool) accumulated in ditch.	n/a	35.12381824	-77.07586896		
	275	Remove sediment and vegetative debris (debris dam) accumulated in ditch.	n/a	35.12431932	-77.07547918		
	263	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12453240	-77.07803360		
	265	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12450827	-77.07804969		
	004	267	Remove sediment, vegetative debris, and wet debris accumulated in bottom of ditch.	Place 2 check dams in the ditch. Space check dams so that the crest of the downstream dam is at the same elevation as the toe of the upstream dam.	35.12262158	-77.08101633	35.12188749
269		Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12188749	-77.08092601	35.12144623	-77.08071368
271		Remove sediment, vegetative debris, and wet debris accumulated in bottom of ditch.	Place 2 check dams in the ditch. Space check dams so that the crest of the downstream dam is at the same elevation as the toe of the upstream dam.	35.12262158	-77.08101633	35.12310500	-77.08094228
005	278	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12348400	-77.07539300		
	279	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12319075	-77.07494718		
	280	Remove vegetative debris and construction debris accumulated in bottom of ditch.	n/a	35.12276554	-77.07434412	35.12268965	-77.07422961
006	282	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.12243730	-77.07389030		
	284	Remove vegetative debris and wet debris accumulated in bottom of ditch.	n/a	35.12214623	-77.07340965		
	285	Remove construction debris and miscellaneous debris accumulated in bottom of ditch.	n/a	35.12157922	-77.07255989		
	286	Remove miscellaneous debris accumulated in bottom of ditch.	n/a	35.12127100	-77.07205460		
007	288	Remove sediment and uprooted tree accumulated in bottom of ditch, grade to match invert.	Place an outlet stabilization structure at the outfall of the upper culvert flowing into the ditch.	35.12042100	-77.07078900		
008	281	Remove sediment accumulated in bottom of ditch, grade to match inverts.	Place an outlet stabilization structure at the outfall of the culvert.	35.12216140	-77.07432240		
009	291	Remove vegetative (large woody) debris accumulated in bottom of ditch.	n/a	35.12172844	-77.07537491		
010	297	Remove sediment and intermixed vegetative (miscellaneous) debris accumulated in bottom of ditch.	n/a	35.12081840	-77.07614573		
011	295	Remove sediment, vegetative debris, construction debris, and miscellaneous debris accumulated in bottom of ditch.	Place rock pipe inlet protection at the upper end and an outlet stabilization structure at the lower end of the pipe culvert.	35.12062128	-77.07631500		
012	289	Remove sediment, vegetative debris, and miscellaneous debris accumulated in bottom of ditch, grade to match invert.	n/a	35.12067780	-77.07502650		
	290	Remove 6" of sediment accumulated in 73 LF of 24" HDPE.	Place block and gravel inlet protection at inlet. Place outlet stabilization structure at the lower end of the culvert.	35.12034921	-77.07536411	35.12051668	-77.07518987
013	298	Remove sediment accumulated in bottom of ditch, grade to match invert.	Place 1 check dam at the midway point of the ditch.	35.12024165	-77.07920423	35.12037475	-77.07942731
014	300	Remove sediment accumulated in bottom of ditch, grade to match invert.	Place block and gravel inlet protection at inlet. Place outlet stabilization structure at the lower end of the culvert.	35.11973220	-77.07834010		
015	302	Remove sediment accumulated at pipe inlet, grade to match invert.	Place rock pipe inlet protection at inlet of the culvert.	35.11951670	-77.07798330		
016	308	Remove sediment, vegetative debris, and miscellaneous debris.	Place 1 check dam at the midway point of the ditch.	35.11811323	-77.07354753	35.11799219	-77.07395258
017	309	Remove riprap and miscellaneous debris accumulated in bottom of ditch.	n/a	35.11805300	-77.07458970		
018	346	Remove miscellaneous debris.	n/a	35.12732150	-77.06239830		
	345	Remove vegetative (large woody) debris accumulated in bottom of ditch.	n/a	35.12564760	-77.06324120		
019	337	Remove vegetative (uprooted trees and miscellaneous) debris accumulated in bottom of ditch.	n/a	35.12189204	-77.06403082		
	340	Remove vegetative (large woody) debris accumulated on ditch bank.	n/a	35.12480580	-77.06222500		
	341	Remove vegetative (large woody) debris accumulated on ditch bank.	n/a	35.12366380	-77.06268000		
	342	Remove uprooted trees.	n/a	35.12303480	-77.06447400		
	343	Remove vegetative (large woody) debris accumulated on ditch bank.	n/a	35.12363730	-77.06445090		
020	311	Remove uprooted trees and miscellaneous vegetative debris.	n/a	35.12226331	-77.06734475		
	312	Remove uprooted trees and large woody vegetative debris.	n/a	35.12192310	-77.06635120		
	313	Remove uprooted trees, large woody debris, and miscellaneous vegetative debris.	n/a	35.12174570	-77.06554590		
	315	Remove vegetative (large woody) and miscellaneous debris along ditch.	n/a	35.12154191	-77.06471324	35.12124408	-77.06341927
021	316	Remove sediment and vegetative (large woody) debris, grade to match invert.	Place an outlet stabilization structure at the outfall of the culvert.	35.12054540	-77.06079339		
	317.1	Remove sediment accumulated in 30 LF of 30 inch CMP culvert.	Place an outlet stabilization structure at the outfall of the 30" culvert.	35.12050228	-77.06061809	35.12049090	-77.06053814
	317.2	Remove sediment accumulated in bottom of ditch, grade to match invert.	n/a	35.12050228	-77.06061809	35.12049090	-77.06053814
022	320	Remove sediment, vegetative (uprooted trees, large woody, and miscellaneous) debris, construction debris, and miscellaneous debris accumulated in bottom of ditch.	n/a	35.12050960	-77.05974051	35.12039971	-77.05928550
	321	Remove vegetative (large woody and miscellaneous) debris, construction debris, and miscellaneous debris accumulated in bottom of ditch.	n/a	35.12032290	-77.05900640		
	323	Remove vegetative (uprooted trees, large woody, and miscellaneous) debris and miscellaneous debris accumulated in bottom of ditch.	n/a	35.12011498	-77.05819317	35.11996399	-77.05762067
	329	Remove uprooted trees.	n/a	35.11954682	-77.05554936		
	330	Remove vegetative debris, vehicle, and miscellaneous debris accumulated in bottom of ditch.	n/a	35.11930500	-77.05450060		
	331	Remove vegetative (large woody and miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11914744	-77.05396052		
	332	Remove vegetative (uprooted trees and miscellaneous) debris and miscellaneous debris accumulated in bottom of ditch.	n/a	35.11903870	-77.05360100		
	333	Remove vegetative (uprooted trees and miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11887550	-77.05294560		
	334	Remove uprooted trees.	n/a	35.11874580	-77.05231060		
	335	Remove vegetative (large woody and miscellaneous) debris, construction debris, and miscellaneous debris accumulated in bottom of ditch.	n/a	35.11839829	-77.05115409	35.11850177	-77.05156929



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JACK SMITH CREEK DRAINAGE BASIN REMEDIATION & ESC PLAN
 HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
 JACK SMITH CREEK DRAINAGE BASIN

REVISIONS

08/17/19	Final	08/17/19
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PROJECT BY: [Blank]
 DRAWN BY: [Blank]
 CHECKED BY: [Blank]
 SCALE: AS SHOWN
 DATE: SEPTEMBER 11, 2019
 PROJECT NUMBER: 19080319-070302

C4.1

Area ID	Subarea ID	Project Description	ESC Description	Start Latitude	Start Longitude	End Latitude	End Longitude
052	393	Remove uprooted trees	n/a	35.11298150	-77.05047530		
053	394.1	Remove 12" of sediment accumulated in 6 LF of 18 inch RCP culvert.	Place block and gravel inlet protection at inlet; Place outlet stabilization structure at the lower end of the 18" RCP culvert	35.11234250	-77.05005650		
	394.2	Remove sediment, intermixed vegetative and miscellaneous debris accumulated in bottom of ditch.	n/a	35.11234250	-77.05005650		
054	355	Remove vegetative (uprooted trees and miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11091446	-77.06292517		
055	247	Remove sediment accumulated in bottom of ditch	Place an outlet stabilization structure at the RCP outfall flowing into the ditch; Place rock pipe inlet protection at lower RCP the ditch flows into; Place 1 check dam at the midway point of the ditch	35.12071455	-77.08335744	35.12104339	-77.08302595
056	248	Remove vegetative (uprooted trees and miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11943265	-77.08474796		
057	250	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.11849222	-77.08567918	35.11922332	-77.08495312
	251	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.11830660	-77.08585297		
058	254	Remove sediment accumulated in bottom of ditch.	n/a	35.11724265	-77.08584505	35.11709956	-77.08559250
059	264	Remove vegetative debris accumulated in bottom of ditch.	Place 1 check dam at the midway point of the ditch	35.11975915	-77.08175903	35.11930016	-77.08214365
	266	Remove sediment and vegetative debris accumulated in bottom of ditch.	n/a	35.11918020	-77.08229626		
060	268	Remove vegetative debris and miscellaneous metal debris accumulated in bottom of ditch.	n/a	35.11802478	-77.08321365		
061	270	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.11701234	-77.08406172		
062	272	Remove sediment accumulated in bottom of ditch.	Place rock pipe inlet protection at 24" RCP inlet the ditch is flowing into; Place 1 check dam at the midway point of ditch	35.11561733	-77.08319781	35.11589361	-77.08368274
	273	Remove 6" of sediment accumulated in 40 LF of 24" RCP	Place an outlet stabilization structure at the lower end of the 24" RCP	35.11561733	-77.08319781	35.11556154	-77.08308296
	276	Remove sediment and vegetative debris accumulated in bottom of ditch between 18" RCP and 36" RCP, grade to match inverts.	Place an outlet stabilization structure at the 18" RCP culvert flowing into the ditch; place rock pipe inlet protection at 36" RCP culvert the ditch is flowing into; Place 1 check dam at the midway point of the ditch	35.11494788	-77.08203464	35.11466613	-77.08151732
063	662	Remove 6" of sediment accumulated in 40 LF of 36" RCP	Place an outlet stabilization structure at the lower end of the 36" RCP	35.11479174	-77.08243893	35.11473213	-77.08231936
	663	Remove 6" of sediment and vegetative debris accumulated in 90 LF of 36" CMP Remove vegetative debris accumulated at drop inlet.	Place rock pipe inlet protection at 36" CMP culvert the ditch is flowing into; Place an outlet stabilization structure at the 36" CMP culvert flowing into the ditch	35.11494302	-77.08203844	35.11476863	-77.08226412
	664	Remove sediment and vegetative debris accumulated in bottom of ditch	Place 1 check dam at the midway point of the ditch	35.11448641	-77.08247990	35.11476863	-77.08226412
064	277	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.11579251	-77.08053489		
065	283	Remove vegetative debris accumulated in bottom of ditch.	n/a	35.11507889	-77.07842358	35.11520256	-77.07864042
066	287	Remove uprooted tree	n/a	35.11628637	-77.07780214		
067	293	Remove 6" of sediment accumulated in 64 LF (cumulative) of three 15" RCP culverts.	Place rock pipe inlet protection at each of the 15" RCP culverts where the ditch is flowing into them; Place outlet stabilization structures at each of the 15" RCP flowing into the ditch	35.11617763	-77.07654772	35.11575988	-77.07676931
	294	Remove sediment accumulated between 15" RCP culverts, grade to match inverts.	n/a	35.11611626	-77.07657740	35.11579626	-77.07674959
068	292	Remove sediment and intermixed vegetative debris accumulated in bottom of ditch, grade to match invert.	Place rock pipe inlet protection at RCP inlet the ditch is flowing into; Place 1 check dam at the midway point of the ditch	35.11688319	-77.07633658	35.11677205	-77.07640484
069	296	Remove sediment accumulated in bottom of ditch, grade to match invert.	Place rock pipe inlet protection at HDPE inlet the ditch is flowing into; place 1 check dam at the midway point of ditch	35.11596532	-77.07649231	35.11577006	-77.07660157
070	306	Remove uprooted trees and miscellaneous vegetative debris.	n/a	35.11547370	-77.07531968	35.11573664	-77.07558440
	307	Remove vegetative (miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11547091	-77.07575582		
071	305	Remove uprooted tree and miscellaneous vegetative debris	n/a	35.11558893	-77.07512535		
072	304	Remove vegetative (large woody and miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11523782	-77.07490177	35.11538852	-77.07516647
073	310	Remove vegetative (large woody) debris accumulated in bottom of ditch.	n/a	35.11386784	-77.07666456		
074	303	Remove vegetative (miscellaneous) debris accumulated in bottom of ditch.	n/a	35.11418357	-77.07537515		
075	301	Remove sediment accumulated in bottom of ditch, grade to provide positive drainage.	Place 1 check dam at the midway point of the ditch	35.11384415	-77.07558109	35.11366775	-77.07568487
076	299	Remove vegetative (large woody) debris accumulated in bottom of ditch.	Place 1 check dam at the midway point of the ditch	35.11340767	-77.07583769		
077	322	Remove uprooted tree	n/a	35.10989418	-77.07734386		
078	314	Remove sediment accumulated in bottom of ditch, grade to match invert.	Place rock pipe inlet protection at RCP inlet the ditch is flowing into; Place outlet stabilization structure at the RCP flowing into the ditch; Place 2 check dams in the ditch. Space check dams so that the crest of the downstream dam is at the same elevation	35.10704295	-77.07962842	35.10787828	-77.08015359
079	318	Remove sediment accumulated in bottom of ditch between 30" RCP culverts, grade to match invert.	Place rock pipe inlet protection at 30" RCP culvert the ditch is flowing into; Place an outlet stabilization structure at the 30" RCP culvert flowing into the ditch; Place 1 check dam at midway point of the ditch	35.10666379	-77.07795519	35.10639210	-77.07863149
	319	Remove 12" of sediment accumulated in 75 LF of 30" RCP	Place outlet stabilization structure at the lower end of the 30" RCP culvert	35.10639210	-77.07863149	35.10629007	-77.07884472
080	325	Remove vegetative (miscellaneous) debris accumulated in bottom of ditch.	n/a	35.10919344	-77.07414181		
081	327	Remove uprooted trees.	n/a	35.10916029	-77.07384351		
082	336	Remove uprooted trees.	n/a	35.10869322	-77.06881125		
083	339	Remove vegetative (large woody) debris accumulated in bottom of ditch.	n/a	35.10793707	-77.06608730		
084	344	Remove vegetative debris accumulated in bottom of ditch.	Place rock pipe inlet protection at RCP inlet the ditch is flowing into; Place 1 check dam at the midway point of the ditch	35.10636488	-77.06659034	35.10627732	-77.06700842



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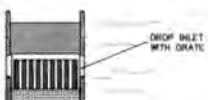
JACK SMITH CREEK DRAINAGE BASIN REMEDIATION & ESC PLAN
 HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
 JACK SMITH CREEK DRAINAGE BASIN

REVISIONS
 08/17/20
 08/17/20

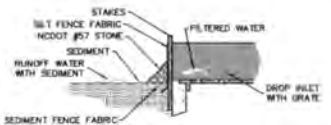
DESIGNED BY: TMB
 DRAWN BY: BLF
 CHECKED BY: TMB
 SCALE: AS SHOWN
 DATE: SEPTEMBER 11, 2020
 PROJECT NUMBER: 19080319-070002

C4.3

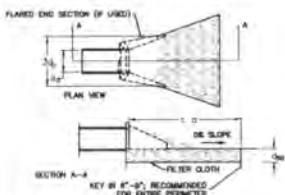
- CONSTRUCTION SPECIFICATIONS**
1. UNIFORMLY GRADE A SWALLOW DEPRESSION APPROXIMATE THE SLOPE.
 2. INSTALL 2-FOOT STEEL POSTS (1 FOOT INTO THE GROUND SURROUNDING THE BEST GRADE POINTS) EVERY 4 FEET AROUND THE PERIMETER OF THE SLOPE TO A MINIMUM OF 4 FEET DEPTH.
 3. SURROUND THE POSTS WITH WIRE MESH (STANDARD CLOTH) SUFFICIENT TO WEAR DOWN TO THE STEEL POSTS AT THE TOP. INSTALL AND POSITION PLACING A 2-FOOT FLAT OF THE WIRE MESH UNDER THE SWALLOW FOR EACH POST. THE WIRE MESH SHOULD BE 18 INCHES WIDE WITH A 4 INCH CLEARANCE, END OF (IN OR OUT) ON A 1/2 INCH SLOPE WITH A HEIGHT OF 18 INCHES AROUND THE WIRE. AND RESISTIVE TO THE EROSION.
 4. ONCE THE CONTRIBUTING CHANNEL AREA HAS BEEN STABILIZED, REINFORCE ACCUMULATED SEDIMENT AND ESTABLISH FINAL GRADING RELATIONS.
 5. COMPACT THE AREA PROPERLY AND STABILIZE IT WITH SEDIMENTATION.



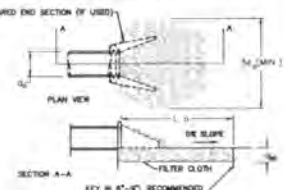
INLET PROTECTION
NOT TO SCALE



PIPE OUTLET CONDITION - PIPE OUTLET TO FLAT AREA WITH NO DEFINED CHANNEL



PIPE OUTLET CONDITION - PIPE OUTLET TO WELL-DEFINED CHANNEL



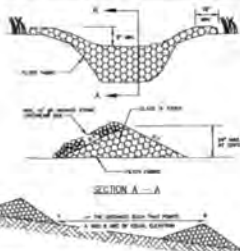
OUTLET STABILIZATION STRUCTURE
NOT TO SCALE

SPECIFICATIONS

1. ENSURE THAT THE SUBGRADE FOR THE FILTER AND RIPRAP FOLLOWS THE REQUIRED LINES AND GRADES SHOWN IN THE PLAN. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO THE DENSITY OF THE SURROUNDING UNDISTURBED MATERIAL. LOW AREAS IN THE SUBGRADE ON UNDISTURBED SOIL MAY ALSO BE FILLED BY INCREASING THE RIPRAP THICKNESS.
2. THE RIPRAP AND GRAVEL FILTER MUST CONFORM TO THE SPECIFIED GRADING LIMITS SHOWN ON THE PLAN.
3. FILTER CLOTH, WHEN USED, MUST MEET DESIGN REQUIREMENTS AND BE PROPERLY PROTECTED FROM PUNCHING OR TEARING DURING INSTALLATION. REPAIR ANY DAMAGE BY REMOVING THE RIPRAP AND PLACING ANOTHER PIECE OF FILTER CLOTH OVER THE DAMAGED AREA. ALL CONNECTING JOINTS SHOULD OVERLAP A MINIMUM OF 1 FT IF THE DAMAGE IS EXTENSIVE. REPLACE THE ENTIRE FILTER CLOTH.
4. RIPRAP MAY BE PLACED BY EQUIPMENT BUT TAKE CARE TO AVOID DAMAGING THE FILTER.
5. THE MINIMUM THICKNESS OF THE RIPRAP SHOULD BE 1.5 TIMES THE MAXIMUM STONE DIAMETER.
6. RIPRAP MAY BE FIELD STONE OR ROUGH QUARRY STONE. IT SHOULD BE HARD, ANGULAR, HIGHLY WEATHER-RESISTANT AND WELL GRADED.
7. CONSTRUCT THE APRON ON ZERO GRADE WITH NO OVERLAP. AT THE END, MAKE THE TOP OF THE RIPRAP AT THE LOWEST ELEVATION END LEVEL WITH THE RECEIVING AREA OR SLIGHTLY BELOW IT.
8. ENSURE THAT THE APRON IS PROPERLY ALIGNED WITH THE RECEIVING STREAM AND PREFERABLY STRAIGHT THROUGHOUT ITS LENGTH. IF A CURVE IS NEEDED TO FIT SITE CONDITIONS, PLACE IT IN THE UPPER SECTION OF THE APRON IMMEDIATELY AFTER CONSTRUCTION. STABILIZE ALL DISTURBED AREAS WITH VEGETATION.

MAINTENANCE

1. INSPECT RIP-RAP OUTLET STRUCTURES WEEKLY AND AFTER SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENTS TO SEE IF ANY EROSION AROUND OR BELOW THE RIP-RAP HAS TAKEN PLACE, OR IF STONES HAVE BEEN DISLOADED. PROMPTLY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.



SECTION A-A

CONSTRUCTION SPECIFICATIONS

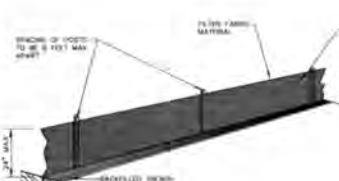
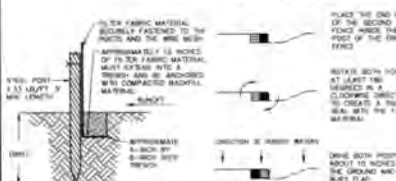
1. PLACE STONE TO THE LINES AND DIMENSIONS SHOWN IN THE PLAN ON A FILTER FABRIC FOUNDATION.
2. KEEP THE CENTER STONE SECTION AT LEAST 1.5 FEET BELOW NATURAL GROUND LEVEL WHERE THE DAM MEETS THE CHANNEL BANKS.
3. EXTEND STONE AT LEAST 1.5 FEET BEYOND THE DITCH BANK TO KEEP WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
4. SET SPACING BETWEEN DAMS TO ASSURE THAT THE ELEVATION AT THE TOP OF THE LOWER DAM IS THE SAME AS THE TOP ELEVATION OF THE UPPER DAM.
5. PROTECT THE CHANNEL AFTER THE LOWER CHECK DAM FROM HEAVY FLOW THAT COULD CAUSE EROSION.
6. MAKE SURE THAT THE CHANNEL REACH ABOVE THE NEXT UPSTREAM DAM IS STABLE.
7. ENSURE THAT OTHER AREAS OF THE CHANNEL, AS OUTLINED BEHIND THE CHECK DAM, ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONES.

MAINTENANCE

1. INSPECT CHECK DAMS AND CHANNELS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. CLEAN OUT SEDIMENT, STORM LINES, OR OTHER DEBRIS THAT COULD CLOG THE CHANNEL. WHEN NEEDED, ANTICIPATE SUBSIDENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM. CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, ADDITIONAL MEASURES CAN BE TAKEN SUCH AS INSTALLING A PROTECTIVE RIPRAP LINER IN THAT PORTION OF THE CHANNEL. REMOVE SEDIMENT AS OUTLINED BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION. ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.

CHECK DAM
NOT TO SCALE

ATTACHING TWO SEDIMENT FENCES



SEDIMENT FENCE INSTALLATION USING THE TRENCH METHOD

INSTEAD OF EXCAVATING A TRENCH, PLACE FABRIC AND THEN BACKFILL A TRENCH. SEDIMENT FENCE MAY BE INSTALLED USING SPECIALLY DESIGNED EQUIPMENT THAT PRESSES THE FABRIC INTO A CUT IN THE GROUND WITH A ROD.

INSTALLATION SPECIFICATIONS

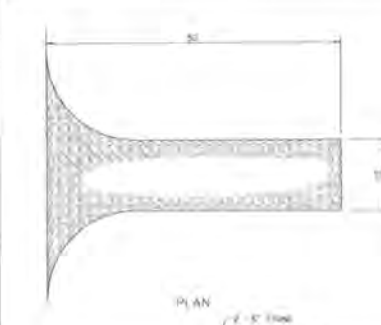
1. THE BANK OF BOTH END POSTS SHOULD BE AT LEAST ONE FOOT HIGHER THAN THE MIDDLE OF THE FENCE CHECK WITH A LEVEL IF NECESSARY.
2. INSTALL POSTS 4 FEET APART IN CRITICAL AREAS AND 5 FEET APART ON STANDARD APPLICATIONS.
3. INSTALL POSTS 3 FEET DEEP ON THE DOWNSTREAM SIDE OF THE SILT FENCE AND AS CLOSE AS POSSIBLE TO THE FABRIC. FASTENING POSTS TO SUPPORT THE FABRIC FROM UPSTREAM WATER PRESSURE.
4. INSTALL POSTS WITH THE APRON RACING AWAY FROM THE SILT FENCE.
5. ATTACH THE FABRIC TO EACH POST WITH THREE TIE ALL SPACED WITHIN THE TOP 30 INCHES OF THE FABRIC. ATTACH EACH END OF THE FABRIC TO EACH POST WITH AT LEAST 1/2 INCH VERTICALLY APART. EACH TIE SHOULD BE PORTIONED TO HANG ON A POST WHEN TIGHTENED TO PREVENT SAGGING.
6. WITH APPROXIMATELY 2 INCHES OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
7. NO MORE THAN 10 INCHES OF A 3 INCH FABRIC IS ALLOWED ABOVE GROUND LEVEL. THE INSTALLATION SHOULD BE CHECKED AND CORRECTED FOR ANY SITUATIONS BEFORE COMPACTION.
8. COMPACTION IS VITALY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SILT IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 10 POUNDS PER SQUARE INCH. COMPACT THE UPSTREAM SIDE FIRST AND THEN EACH SIDE FENCE FOR A TOTAL OF 4 PASSES.

MAINTENANCE

1. INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. REMOVE THE FABRIC OF A SEDIMENT FENCE COLLAPSE. REPAIR, DECOMPOSE OR BECOME INEFFECTIVE. REPLACE IT PROMPTLY.
3. SHOULD SEDIMENT DEPOSITS AS NECESSARY TO PREVENT ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FABRIC. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.
4. REMOVE ALL FINISHING MATERIALS AND UNDESIRABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN RECEIVELY STABILIZED.

SEDIMENT FENCE DETAIL
NOT TO SCALE

ROCK PIPE INLET PROTECTION
NOT TO SCALE



TEMPORARY CONSTRUCTION ENTRANCE/EXIT
NOT TO SCALE



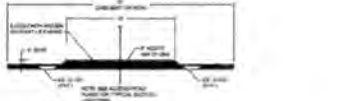
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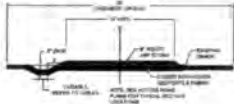
DETAILS
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

REVISIONS	
NO. 01	DATE 08/11/2019
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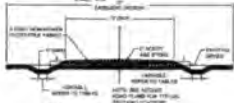
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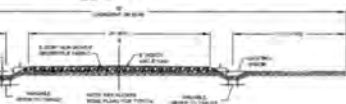
6 TYPICAL SECTION A
ACCESS ROAD - NO GRADING
SCALE: 1/2" = 1'-0"



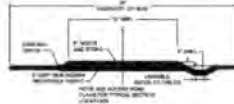
7 TYPICAL SECTION B
ACCESS ROAD - MINOR GRADING
LEFT SIDE DITCH
SCALE: 1/2" = 1'-0"



8 TYPICAL SECTION C
ACCESS ROAD - MINOR GRADING
RIGHT SIDE DITCH
SCALE: 1/2" = 1'-0"



9 TYPICAL SECTION D
ACCESS ROAD - FULL OFF AREAS
SCALE: 1/2" = 1'-0"



10 TYPICAL SECTION E
ACCESS ROAD - FULL OFF AREAS
SCALE: 1/2" = 1'-0"

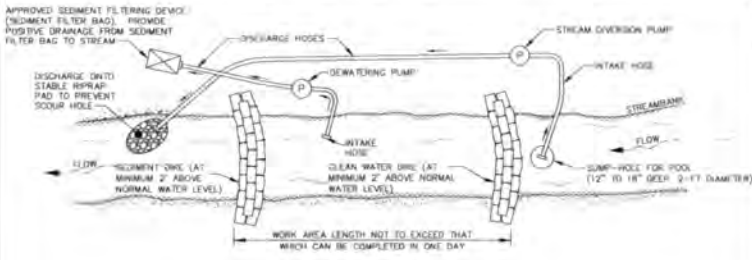
SILT FENCE IS TO EXTEND AROUND ENTIRE PERIMETER OF THE STOCKPILE, OR EXTEND AROUND THE DOWN STREAM PORTION OF STOCKPILE IS ON SLOPE



NOTES

1. AN CAL-SITE DRAINAGE SWALE SHALL BE LOCATED BETWEEN THE STOCKPILE AND OFF-SITE PROPERTY
2. REFERENCE IS MADE TO THE SILT FENCE DETAIL FOR MATERIALS AND INSTALLATION METHODS
3. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN 14 DAYS, IT SHALL BE STABILIZED WITH BURLAP MATTING OR SEEDED WITHIN 7 DAYS OF COMPLETION TO MINIMIZE EROSION
4. INSPECTION OF SILT FENCES SHALL BE AT LEAST ONCE PER WEEK AND AFTER RAIN EVENTS IN EXCESS OF 1" REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED
5. SEDIMENT TRAPPED BY THE FENCES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHENEVER SIGNIFICANT ACCUMULATION OCCURS
6. SILT FENCES SHALL BE MAINTAINED IN PLACE UNTIL THE STOCKPILE HAS BEEN ELIMINATED AND SHALL BE REMOVED ONLY WHEN DIRECTED BY THE CITY

STOCK PILE
NOT TO SCALE



- TEMPORARY PUMP AROUND SEQUENCE
1. SET UP PUMP WITH SUCTION AND DISCHARGE HOSE
 2. INSTALL UP-STREAM SANDBAG DAM
 3. INSTALL DOWN-STREAM SANDBAG DAM
 4. THE PUMP MUST RUN CONTINUOUSLY WHILE WORKING IN THE STREAM
 5. STREAMBANKS MUST BE STABILIZED AT THE END OF EACH DAY

- NOTES
1. SANDBAG DIKES SHALL BE SITUATED AT THE UPSTREAM AND DOWNSTREAM ENDS OF THE WORK AREA, AND STREAM FLOW SHALL BE PUMPED AROUND THE WORK AREA. THE PUMP SHOULD DISCHARGE ONTO A STABLE VELOCITY DISPATER CONSTRUCTED OF WRAP-AROUND SANDBAGS
 2. WATER FROM THE WORK AREA SHALL BE PUMPED TO A SEDIMENT FILTERING MEASURE SUCH AS A SEDIMENT BAG OR OTHER APPROVED DEVICE. THE MEASURE SHALL BE LOCATED SUCH THAT THE WATER DRAINS BACK INTO THE CHANNEL BELOW THE DOWNSTREAM SANDBAG DIKE WITHOUT CAUSING FURTHER EROSION BETWEEN THE SEDIMENT FILTER BAG AND THE STREAMBANK

TEMPORARY PUMP AROUND
NOT TO SCALE



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DETAILS
HURRICANE FLORENCE DEBRIS REMOVAL ACTIVITIES
JACK SMITH CREEK DRAINAGE BASIN

REVISIONS
09/11/08

DESIGNED BY: BLF
DRAWN BY: BLF
CHECKED BY: AFM
SCALE: NONE
DATE: SEPTEMBER 11, 2008
PROJECT NUMBER: 19080319-070302

C5.1



NEW BERN
CITY OF NEW BERN

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

Memorandum

TO: Mayor Dana Outlaw
FROM: Brenda Blanco, City Clerk *BEB*
DATE: October 22, 2020
SUBJECT: Appointment to Appearance Commission

On June 11, 2019, you appointed Martha "Molly" Ingram to the Appearance Commission. Ms. Ingram recently resigned from her seat, as she will be relocating to another state in November. You are asked to make a new appointment to serve the remainder of Ms. Ingram's term.

When possible, appointees to this Commission should have special training or experience in a design field, such as architecture, landscape design, horticulture, city planning, or a closely-related field.

/beb