



TOWN OF RIVER BEND

**45 Shoreline Drive
River Bend, NC 28562**

T 252.638.3870

F 252.638.2580

www.riverbendnc.org

**River Bend Town Council Agenda
Work Session
February 14, 2019
River Bend Town Hall
7:00 P.M.**

1. Grant Agreement Resolution – Jackson
2. Loan Agreement Resolution – Jackson
3. Discussion of Zoning Compliance Deadlines – Jackson
4. Advisory Board Appointments - Jackson
5. Red Caboose Award – Kirkland
6. Budget Amendment – Jackson
7. Town Council Appointment Interviews - Kirkland
8. Review Agenda February 21, 2019 Council Meeting – Katsuyoshi

Pledge: Councilman McClard

**Resolution approving the
Memorandum of Agreement between the Town of River Bend and
the North Carolina Office of Recovery and Resiliency**

WHEREAS, pursuant to Section 5.7.(b) of North Carolina Session Law 2018-136 the Town of River Bend has applied for a grant to assist with Hurricane Florence recovery, and

WHEREAS, The North Carolina Office of Recovery and Resiliency has approved award of the grant and forwarded a Memorandum of Agreement, which codifies the terms and conditions of the grant, and

WHEREAS, the Town has reviewed the Memorandum of Agreement as it relates to Grant Number NCORR-FDLG-004, in the amount of \$300,000;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of River Bend that the Town does hereby accepts the grant as described above and the terms of said agreement.

BE IT FURTHER RESOLVED, that the Town Council has authorized the Mayor to execute the Memorandum of Agreement on behalf of the Town of River Bend and has designated the Town Manager as the Town's Agreement Administrator.

Adopted this the 14th day of February, 2019

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi, Clerk

STATE GRANTS FOR FINANCIALLY DISTRESSED LOCAL GOVERNMENTS

MEMORANDUM OF AGREEMENT BETWEEN

THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
AND

THE TOWN OF RIVER BEND, NORTH CAROLINA

Grant Number: NCORR-FDLG-004

MOA Amount: \$300,000.00

Period of Performance: 3 years from the date of enactment

Recipient Tax ID/EIN:

PURPOSE:

This Grant Agreement is hereby entered into by and between the North Carolina Office of Recovery and Resiliency (the "NCORR") and the Town of River Bend (the "RECIPIENT") (referred to collectively as the "Parties"), to provide assistance under NCORR's Financially Distressed Local Governments program. This Agreement is authorized pursuant to Section 5.7.(b) of North Carolina Session Law 2018-136.

1. EFFECTIVE TERM:

This Agreement shall be effective starting February XX, 2019 and shall terminate on February XX, 2021 or upon the full expenditure of grant funds and the submission of the RECIPIENT'S final report, which ever comes first.

2. NCORR'S DUTIES & PAYMENT PROVISIONS:

NCORR shall ensure that funds allocated and disbursed pursuant to Session Law 2018-136 comply with the intent and guidance found in this Session Law and ensure compliance with related state statutes and financial management standards.

NCORR shall disburse to the RECIPIENT a total of \$300,000 for the purposes set out in the RECIPIENT'S application for grant funds (see attached). Upon execution of this Agreement by the parties, the funds will be transferred to the RECIPIENT within 5 business days.

3. RECIPIENT'S USE OF FUNDS:

The RECIPIENT agrees as follows:

- a. The RECIPIENT will use the grant award to cover the costs of non-disaster-related operating expenses listed in the RECIPIENT'S grant application.
- b. The RECIPIENT shall not expend awarded grant funds on expenses that are reimbursable under the Federal Emergency Management Agency (FEMA) Public Assistance program, the National Flood Insurance Program (NFIP), or any other federally reimbursable program.

- c. After the first nine months of the grant period, the RECIPIENT may submit to NCORR a recommended grant budget to redirect and reprogram any unobligated award funds to uses not covered in the original grant proposal. Allowable proposed uses include:
 - i. General operating expenses such as payroll, non-disaster-related vendor payments, and debt service or disaster recovery capacity building; or
 - ii. Building disaster recovery capacity through hiring up to two time-limited positions not to exceed 3 years, the purchase of a vehicle to support disaster recovery; the purchase of contracted disaster recovery services, or entering into agreements with other governmental agencies of the RECIPIENT'S area Council of Government.
- d. Both NCORR and the RECIPIENT agree that this Agreement is not intended to minimize or impair the RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- e. The RECIPIENT agrees that grant funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with grant funding allocations described in Section 2 above. For end-of-year financial reporting purposes, this separate fund should be consolidated with the General Fund of the reporting entity.
- f. The RECIPIENT understands and acknowledges that the total direct grant program funding available under this Agreement is \$300,000.

4. QUARTERLY PROGRESS REPORTS:

The RECIPIENT further agrees to provide Quarterly Progress Reports to be sent electronically from the RECIPIENT to the NCORR and shall, at a minimum, include:

- a. Period beginning balance of the outstanding grant amount
- b. Total expenditures incurred or disbursed (aggregate totals):
 - i. For each purpose set out in the grant application (payroll, vendor payments, engineering services contract for disaster recovery, etc.);
 - ii. For the quarter, year to date, and grant period; and
 - iii. A brief description of specific expenses funded with awarded grant funds for the quarter.
- c. Period ending grant balance of the RECIPIENT.
- d. Quarterly Progress Reports shall be emailed to NCORR Agency Official noted in Section 5 below.
- e. Reporting Deadlines are on April 7, July 7, October 7, and January 7 of each year of this Agreement.

f. ATTACHMENT A is a copy of the quarterly progress report template.

5. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCORR	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jim Klingler, Financial Chief 4236 Mail Service Center Raleigh NC 27699-4236 <u>Jim.Klingler@ncdps.gov</u> (919) 833-5397	Jim Klingler, Financial Chief 4236 Mail Service Center Raleigh NC 27699-4236 <u>Jim.Klingler@ncdps.gov</u> (919) 833-5397

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
[INSERT NAME, TITLE, ADDRESS, EMAIL AND PHONE OF THE RECIPIENT GRANT CONTACT.]	[INSERT NAME, TITLE, ADDRESS, EMAIL AND PHONE OF THE RECIPIENT GRANT CONTACT.]

6. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for three (3) years following the Agreement's termination, the RECIPIENT's books, records, documents, and facilities are subject to being audited, inspected, and monitored at any time by NCORR upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide NCORR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

The RECIPIENT acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Budget and Fiscal Control Act - Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the RECIPIENT and are subject to change.

7. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

8. COMPLIANCE WITH LAW:

The RECIPIENT shall be wholly responsible for the Grant terms and the RECIPIENT's responsibilities described in this Agreement. The RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their Grant performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. Recipient is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control act, including but not limited to all budgeting and pre-audit requirements.

9. CLAW-BACK:

NCORR reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the RECIPIENT violate the terms of this Agreement or should it become apparent that the RECIPIENT will not be able to expend the funds prior to the expiration date of this Agreement. NCORR may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event that the RECIPIENT has spent grant funds on ineligible uses. Before taking either of these actions, NCORR will provide the RECIPIENT reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

10. TERMINATION OF AGREEMENT:

This Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCORR for convenience, with 30 days' notice given to the RECIPIENT;
- c. By NCORR for cause, if: (1) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of notice of violation from NCORR, (2) NCORR determines that RECIPIENT has made a misrepresentation in connection with this grant; or (3) RECIPIENT abandons or otherwise ceases to continue to make reasonable progress towards completion of the tasks funded by this Agreement; or
- d. If the Recipient repays the grant amount in full, prior to the term end date.

In the event of termination, NCORR may require the return of unspent funds. NCORR may, in its sole discretion, allow the RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

11. AMENDMENT:

This Agreement may be amended in writing, executed by both NCORR and the RECIPIENT. If the RECIPIENT requests a term extension or revision of Grant Agreement terms, it shall provide to NCORR for review and approval a detailed request that includes documented financial management reason(s) for amending the terms of this Agreement.

12. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to NCORR a complete performance and expenditure status report (final report) within ninety (90) days after expiration of the Agreement term.

13. TAXES:

The RECIPIENT shall be responsible for any tax obligations incurred in connection with this Agreement.

14. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

15. WARRANTY:

The RECIPIENT will hold the NCORR harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

16. SEVERABILITY:

Nothing in this Agreement is intended to conflict with current laws or regulations of the United States, the State of North Carolina, or Department of Public Safety. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the Parties and supersede all prior oral and written statements or agreements.

18. EXECUTION AND EFFECTIVE DATE:

This Agreement shall become effective upon return of this Agreement, properly executed on behalf of the RECIPIENT, to NCORR, and will become binding upon execution of all Parties to the Agreement.

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, the RECIPIENT and NCORR have executed this Agreement and intend to be bound by its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[signatures on following pages]

TOWN OF RIVER BEND.

AUTHORIZING OFFICIAL

Date

Printed Name

Title

AUTHORIZING OFFICIAL

Date

Printed Name

Title

NORTH CAROLINA OFFICE OF RECOVERY & RESILIENCY

Michael Sprayberry, Director

Date

Printed Name

Title

**Resolution approving the
Memorandum of Agreement between the Town of River Bend and
the North Carolina Office of Recovery and Resiliency**

WHEREAS, pursuant to Section 1.5.(1) of North Carolina Session Law 2018-138 the Town of River Bend has applied for a principal-only loan to assist with Hurricane Florence recovery, and

WHEREAS, The North Carolina Office of Recovery and Resiliency has approved award of the loan and forwarded a Memorandum of Agreement, which codifies the terms and conditions of the loan, and

WHEREAS, the Town has reviewed the Memorandum of Agreement as it relates to Loan Number NCORR-TCALG-002, in the amount of \$800,000;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of River Bend that the Town does hereby accepts the loan as described above and the terms of said agreement.

BE IT FURTHER RESOLVED, that the Town Council has authorized the Mayor to execute the Memorandum of Agreement on behalf of the Town of River Bend and has designated the Town Manager as the Town's Agreement Administrator.

Adopted this the 14th day of February, 2019

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi, Clerk

STATE REVOLVING LOANS FOR TEMPORARY CASH ASSISTANCE TO LOCAL GOVERNMENTS

MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
AND
THE TOWN OF RIVER BEND, NORTH CAROLINA

Loan Number: NCORR-TCALG-002

MOA Amount: \$800,000.00

Period of Performance: 3 years from the date of enactment

Recipient Tax ID/EIN:

PURPOSE:

This Loan Agreement is hereby entered into by and between the North Carolina Office of Recovery and Resiliency (the "NCORR") and The Town of River Bend (the "RECIPIENT") (referred to collectively as the "Parties") to provide assistance under NCORR's State Revolving Loans for Temporary Cash Assistance to Local Governments. This Agreement is authorized pursuant to Section 1.5.(1) of North Carolina Session Law 2018-138.

1. EFFECTIVE TERM:

This Agreement shall be effective starting February XX, 2019 and shall terminate on February XX, 2021 or upon the full repayment of loan proceeds and the submission of the RECIPIENT'S final report, which ever comes first.

2. NCORR'S DUTIES & PAYMENT PROVISIONS:

NCORR shall ensure that funds allocated and disbursed pursuant to Session Law 2018-138, comply with the intent and guidance found in this Session Law and ensure compliance with related state statutes and financial management standards.

NCORR shall disburse to the RECIPIENT a total of \$800,000 for the purposes set out in the RECIPIENT'S loan application (see attached). This principal-only loan does not carry interest charges or administrative fees. Upon signature of this agreement by the parties, the funds will be transferred to the RECIPIENT according to the agreed upon schedule (see attached).

3. RECIPIENT'S DUTIES:

The RECIPIENT agrees as follows:

- a. Before and during the term of this Agreement, the RECIPIENT will use loan proceeds to cover expenses that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance program, National Flood Insurance Program (NFIP), or other federal reimbursement program, as listed in the RECIPIENT'S loan application.

- b. After the first nine months of the loan term, the RECIPIENT may submit to NCORR a recommended loan budget to redirect and reprogram any unobligated proceeds to uses not covered in the original loan proposal. Any proposed purposes must be eligible for federal reimbursement as covered in Section 3(a) of this Agreement.
- c. Both NCORR and the RECIPIENT agree that this loan agreement is not intended to minimize or impair the RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. The RECIPIENT acknowledges and agrees that every reasonable effort will be sought to secure reimbursement from the federal government for expenses that will be temporarily covered by loan proceeds under this Agreement.
- e. Once the RECIPIENT receives reimbursement from the federal government for expenses covered under this Agreement, the RECIPIENT shall repay NCORR the equivalent amount of loan proceeds within 5 business days of receipt of federal reimbursement.
- f. The RECIPIENT agrees that loan proceeds received through this agreement shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this agreement. For end-of-year financial reporting purposes, this separate fund should be consolidated with the General Fund of the reporting entity.
- g. The RECIPIENT understands and acknowledges that total direct loan funding level available under this Agreement is \$800,000.

4. QUARTERLY PROGRESS REPORTS:

The RECIPIENT further agrees to provide Quarterly Progress Reports to be sent electronically from the RECIPIENT to the NCORR and shall at a minimum include:

- a. Period beginning balance of the outstanding loan amount
- b. Total expenditures incurred or disbursed (aggregate totals):
 - i. For each purpose set out in the loan application;
 - ii. For the period, year to date, and loan period; and
 - iii. A brief description of specific expenses funded with awarded loan funds for the quarter.
- c. Period ending loan proceeds balance of the RECIPIENT.
- d. Period beginning balance of the outstanding loan principal to be repaid.
- e. Total loan payments made to NCORR for the quarter.
- f. Period ending outstanding loan principal to be repaid.

- g. Quarterly Progress Reports shall be emailed to NCORR Agency Official noted in Section 5 below.
- h. Reporting Deadlines are on April 7, July 7, October 7, and January 7 of each year of this Agreement.
- i. ATTACHMENT A is a copy of the quarterly progress report template.

5. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCORR	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jim Klingler, Financial Chief 4236 Mail Service Center Raleigh NC 27699-4236 Jim.Klingler@ncdps.gov (919) 833-5397	Jim Klingler, Financial Chief 4236 Mail Service Center Raleigh NC 27699-4236 Jim.Klingler@ncdps.gov (919) 833-5397

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
[INSERT NAME, TITLE, ADDRESS, EMAIL AND PHONE OF THE RECIPIENT LOAN CONTACT.]	[INSERT NAME, TITLE, ADDRESS, EMAIL AND PHONE OF THE RECIPIENT LOAN CONTACT.]

6. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for three (3) years following this Agreement's termination, the RECIPIENT's books, records, documents and facilities of are subject to being audited, inspected and monitored at any time by NCORR upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide NCORR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Budget and Fiscal Control Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by the RECIPIENT and are subject to change.

7. SITUS AND EXCLUSIVE VENUE:

This agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this agreement shall be filed in State court in Wake County, North Carolina.

8. COMPLIANCE WITH LAW:

The RECIPIENT shall be wholly responsible for the loan terms and the RECIPIENT's responsibilities described in this agreement. The RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their Loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. Recipient is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control act, including but not limited to all budgeting and pre-audit requirements.

9. CLAW-BACK:

NCORR reserves the right to de-obligate any remaining loan proceeds after this agreement's expiration date or before the expiration date of this agreement, should the RECIPIENT violate the terms of this agreement or should it become apparent that the RECIPIENT will not be able to expend the funds prior to the expiration date of this agreement. NCORR may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event that the RECIPIENT has spent loan funds on ineligible uses. Before taking either of these actions, NCORR will provide the RECIPIENT reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

10. TERMINATION OF AGREEMENT:

This Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCORR for convenience, with 30 days' notice given to the RECIPIENT;
- c. By NCORR for cause, if: (1) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of notice of violation from NCORR, (2) NCORR determines that RECIPIENT has made a misrepresentation in connection with this loan; or (3) RECIPIENT abandons or otherwise ceases to continue to make reasonable progress towards completion of the tasks funded by this Agreement; or
- d. The Recipient repays the loan amount in full, prior to the term end date. Section 6 of this agreement remains in effect beyond the termination date.

In the event of termination, NCORR may require the return of unspent funds. NCORR may, in its sole discretion, allow the RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

11. AMENDMENTS:

This agreement may be amended in writing, executed by both NCORR and the RECIPIENT. If the RECIPIENT requests a term extension or revision of Loan Agreement terms, it shall provide to NCORR for review and approval a detailed request that includes documented financial management reason(s) for amending the terms of this agreement.

12. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to NCORR a complete performance and expenditure status report (final report) within ninety (90) days after expiration of the agreement term.

13. TAXES:

The RECIPIENT shall be responsible for any tax obligations incurred in connection with this Agreement.

14. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

15. WARRANTY:

The RECIPIENT will hold the NCORR harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

16. SEVERABILITY:

Nothing in this Agreement is intended to conflict with current laws or regulations of the United States, the State of North Carolina, or Department of Public Safety. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the Parties and supersede all prior oral and written statements or agreements.

18. EXECUTION AND EFFECTIVE DATE:

This Agreement shall become effective upon return of this Agreement, properly executed on behalf of the RECIPIENT, to NCORR, and will become binding upon execution of all Parties to the Agreement.

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the RECIPIENT and NCORR have executed this agreement in triplicate originals, with one original being retained by each party.

TOWN OF RIVER BEND

AUTHORIZING OFFICIAL

Date

Printed Name

Title

AUTHORIZING OFFICIAL

Date

Printed Name

Title

NORTH CAROLINA OFFICE OF RECOVERY & RESILIENCY

AUTHORIZING OFFICIAL

Date

**CURRENT APPOINTED BOARD/COMMISSION MEMBERS &
TERM EXPIRATION DATES
(Updated as of February 12, 2019)**



ORIGINAL APPT.	TERM EXPIRES JUNE 30
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PLANNING BOARD (PB)

Council Member Liaison: Buddy Sheffield
2-Year Term

Keith Boulware	July 18, 2001	2019
Kathleen Fleming	August 20, 2009	2019
Kelly Forrest (ETJ)	December 15, 1999	2020
Robert Kohn	January 29, 2017	2019
Kelly Latimer	November 15, 2012	2019
Egon Lippert	February 20, 2014	2020
Jon Payne	October 17, 2013	2020

PARKS & RECREATION BOARD (P&R)

Council Member Liaison: Harry McClard
2-Year Term

Mary Dwyer	February 21, 2013	2020
Mary Iorio	January 15, 2009	2019
Janet Nawojski	November 16, 2017	2019
Francine Rice	June 18, 2015	2019
Vacancy		2020
Vacancy		2020
Vacancy		2020

ENVIRONMENTAL/WATERWAYS ADVISORY BOARD (EWAB)

Council Member Liaison: Bill Camp
2-Year Term

Ralph Iorio	October 21, 2010	2019
Brian Leonard	November 16, 2017	2020
R. Karl Lichty	October 15, 2015	2019
James Stevens	August 15, 2007	2020
Raymond Jaklitsch	January 18, 2018	2020
Alan Gazey	January 18, 2018	2019
Vacancy		2020

**ORIGINAL
APPT.**

**TERM
EXPIRES
JUNE 30**

COMMUNITY APPEARANCE COMMISSION (CAC)

Council Member Liaison: Harry McClard

2-Year Term

Susan Broderick	January 15, 2015	2019
Marci Crawford	July 21, 2011	2020
Lona Farula	May 19, 2011	2019
Meg Williams	June 30, 2018	2020
Judi Lloyd	April 21, 2018	2019
Luci Avery	May 10, 2018	2020
Lynn Torgersen	May 15, 2014	2019
John Meehan (Alt.)	June 30, 2018	2020

PUBLIC WORKS ADVISORY BOARD (PWAB)

Council Member Liaison: John R. Kirkland

2-Year Term

Steven Dentico	January 18, 2018	2019
Bud Danehy	September 17, 2015	2019
Lou Colombo	January 20, 2011	2019
Jim Hoffman	February 18, 2014	2020
Buck Irvin	November 20, 2014	2019
Stephen Dentico	January 18, 2018	2020
Richard Seeger	September 15, 2016	2019



RECEIVED

JAN - 8 2019

TOWN OF RIVER BEND

TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562
T 252.638.3870
F 252.638.2580
www.riverbendnc.org

REQUEST FOR APPOINTMENT TO BOARDS OR COMMISSIONS

Parks & Rec
BOARD/COMMISSION FOR WHICH YOU ARE APPLYING

Meg Williams
NAME E-MAIL ADDRESS megwill@verizon.net

254 Shoreline Dr
STREET ADDRESS PHONE # 301-928-5903

If you listed a post office box, do you live in the Town of River Bend? Yes No

PLEASE LIST ANY EDUCATION, SPECIAL SKILLS, OR EXPERIENCE YOU HAVE THAT WOULD BE OF USE TO THE TOWN COUNCIL IN CONSIDERING YOUR APPLICATION (Please include any committees you have belonged to and offices held that would be helpful in considering your application):

Worked in elementary school as asst. taught after school science classes

IF YOU NOW SERVE OR HAVE SERVED ON ANY TOWN COMMITTEES, PLEASE LIST DATES:

CAC since Sept ? 2018

This information will be used by the Town Council in making appointments to Boards and Commissions, and in the event you are appointed, it may be used as a news release to identify you to the community.

Meg Williams 1/8/2019
SIGNATURE DATE

New Bern Historic Preservation Society Recognized the River Bend Caboose

At a reception held on Wednesday 10 December the New Bern Historic Preservation Society the River Bend caboose restoration was given recognition. This project was nominated by Mrs. Phyllis Hoffman. Mr. Egon Lippert, who coordinated the restoration from start to finish, attended the award ceremony and accepted the medallion on behalf of the Town.

Our caboose is believed to have been part of the equipment of the Seaboard Coastline Railroad. That railroad had a line that operated on the east coast and had tracks between Jacksonville and New Bern which ran on the opposite side of Highway 17 from River Bend.

During restoration Mr. Lippert enlisted several companies to assist in the restoration by providing material and expertise to support the authenticity in the restoration. He also spent many hours laboring in all aspects of work associated with the project.

The caboose now engages the imagination of young children, parents and grandparents as they get up close to transportation equipment that has disappeared from everyday use.

Thanks to Mrs. Hoffman, for nominating this project for recognition. Thanks to Mr. Lippert, for your vision that this vehicle could be an element of interest in our park.

Finally thank you New Bern Historical Preservation Society, for the prestige this award adds to the Caboose and its future

5





**TOWN OF RIVER BEND
PROPOSED BUDGET ORDINANCE AMENDMENT 18-B-04
FISCAL YEAR 2018-2019**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2018-2019 Budget Ordinance as last amended on December 20 , 2018, be amended as follows:

Summary

General Fund	2,809,356
General Capital Reserve Fund	130,000
Law Enforcement Separation Allowance Fund	28,205
Water Fund	556,613
Water Capital Reserve Fund	26,008
Sewer Fund	655,994
Sewer Capital Reserve Fund	136
	4,206,312
Total	

Section 1.

General Fund

**18-B-04
PROPOSED
CHANGES**

Anticipated Revenues

AD VALOREM Taxes 2018-2019	643,056	
AD VALOREM Tax-Motor Vehicle	73,680	
Animal Licenses	2,400	
Sales Tax 1% Article 39	151,200	
Sales Tax 1/2% Article 40	93,800	
Sales Tax 1/2% Article 42	75,700	
Sales Tax Article 44 105-524	11,300	
Sales Tax Hold Harmless Distribution	93,400	
Solid Waste Disposal Tax	2,100	
Powell Bill Allocation	88,000	
Beer and Wine Tax	13,500	
Video Programming Sales Tax	60,100	
Utilities Franchise Tax	119,000	
Telecommunications Sales Tax	15,200	
Court Refunds	500	
Zoning Permits	3,000	
Miscellaneous	8,000	
<i>Insurance Settlements (Hurricane Florence property damage & paid claims)</i>	33,870	33,870
Interest- Powell Bill Investments	5	
<i>Interest- Investments (Interest rate increases)</i>	35,000	18,936
Contributions	1,200	
Wildwood Storage Rents	20,248	
Rents & Concessions	18,000	
Sale of Capital Assets	3,700	
Transfer From Capital Reserve Fund	59,142	
<i>Appropriated Fund Balance (Hurricane Florence disaster recovery)</i>	1,184,255	284,101
Total	2,809,356	336,907

Section 1. General Fund (continued)

18-B-04 PROPOSED CHANGES

Authorized Expenditures		
Governing Body	28,131	
Administration (Merit bonuses & 7 months pay increases)	254,596	18,075
Finance	108,476	
Tax Listing	10,246	
Legal Services	24,000	
Elections	0	
Public Buildings	110,470	
Police (Merit bonuses & 7 months pay increases)	529,798	14,211
Emergency Services	1,004,590	300,000
Animal Control (Merit bonuses & 7 months pay increases)	13,459	760
Street Maintenance (Merit bonuses & 7 months pay increases)	181,949	1,900
Public Works (Merit bonuses & 7 months pay increases)	158,939	2,660
Leaf & Limb and Solid Waste	42,345	
Stormwater Management (Merit bonuses & 7 months pay increases)	64,589	1,140
Wetlands and Waterways	22,500	
Planning & Zoning (Merit bonuses & 7 months pay increases)	46,934	6,324
Recreation & Special Events	7,495	
Parks & Community Appearance (Merit bonuses, 7 months pay increases, & Yoga instructors)	46,700	5,473
Contingency (July merit bonuses distributed)	16,639	-13,636
Transfer To General Capital Reserve Fund	124,000	
Transfer To L.E.S.A. Fund	13,500	
Total	2,809,356	336,907

Section 2. General Capital Reserve Fund

Anticipated Revenues	
Contributions from General Fund	124,000
Interest Revenue	6,000
Total	130,000

Authorized Expenditures	
Transfer to General Fund	59,142
Future Procurement	70,858
	130,000

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:	
Contributions from General Fund	13,500
Interest Revenue	400
Appropriated Fund Balance (Annual payout updated)	14,305
Total	28,205

Authorized Expenditures:	
Separation Allowance (Annual payout updated)	28,205

Section 4. Water Fund

**18-B-04
PROPOSED
CHANGES**

Anticipated Revenues			
	Utility Usage Charges, Classes 1 & 2	193,058	
	Utility Usage Charges, Classes 3 & 4	12,840	
	Utility Usage Charges, Class 5	13,624	
	Utility Usage Charges, Class 8	4,088	
	Utility Customer Base Charges	182,304	
	Hydrant Availability Fee	23,058	
	Taps & Connections Fees	1,250	
	Nonpayment Fees	9,660	
	Late payment Fees	6,086	
	Interest Revenue (Interest rate increases)	15,300	8,715
	Appropriated Fund Balance (Balance budget)	95,345	-4,430
	Total	556,613	4,285
Authorized Expenditures			
	Administration & Finance [1] (Merit bonuses & 7 months pay increases)	411,839	4,285
	Operations and Maintenance	118,216	
	Transfer To Fund Balance for Capital Outlay	3,500	
	Transfer To Water Capital Reserve Fund	23,058	
	Total	556,613	
	<i>[1] Portion of department for bond debt service:</i>	145,558	

Section 5. Water Capital Reserve Fund

Anticipated Revenues			
	Contributions From Water Operations Fund	23,058	
	Interest Revenue	2,950	
	Total	26,008	
Authorized Expenditures			
	Future Expansion	26,008	

Section 6. Sewer Fund

**18-B-04
PROPOSED
CHANGES**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	263,820	
Utility Usage Charges, Classes 3 & 4	31,916	
Utility Usage Charges, Class 5	33,369	
Utility Usage Charges, Class 8	9,470	
Utility Customer Base Charges	293,514	
Taps & Connection Fees	1,400	
Late payment Fees	7,585	
Interest Revenue (Interest rate increases)	14,920	8,955
Appropriated Fund Balance	0	
Total	655,994	8,955

Authorized Expenditures:

Administration & Finance [2] (Merit bonuses & 7 months pay increases \$4470 & excess Interest revenue)	409,805	8,955
Operations and Maintenance	183,189	
Transfer to Fund Balance for Capital Outlay	63,000	
Transfer to Sewer Capital Reserve Fund	0	
Total	655,994	

[2] Portion of department for bond debt service: 125,692

Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contributions From Sewer Operations Fund	0	
Interest Revenue	136	
Total	136	

Authorized Expenditures:

Future Expansion	136	
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Section 8. **Levy of Taxes**

There is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2018, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2018-2019" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$268,800,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.68%. The estimated collection rate is based on the fiscal year 2016-2017 collection rate of 99.68% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included in this rate is a valuation of \$30,700,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

Section 9. **Fees and Charges**

There is hereby established, for Fiscal Year 2019, various fees and charges as contained in Attachment A of this document.

Section 10. **Special Authorization of the Budget Officer**

- A. The Budget Officer shall be authorized to reallocate any appropriations within departments.
- B. The Budget Officer shall be authorized to execute interfund and interdepartmental transfers in emergency situations. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.
- C. The Budget Officer shall be authorized to execute interdepartmental transfers in the same fund, including contingency appropriations, not to exceed \$5,000. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.

Section 11. **Classification and Pay Plan**

Cost of Living Adjustment (COLA) for all Town employees shall be 1.8% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.

Section 12. **Utilization of the Budget Ordinance**

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2018-2019 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

Section 13. **Copies of this Budget Ordinance**

Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 21st day of February , 2019.

John R. Kirkland, Mayor

Attest:

Ann Katsuyoshi, Town Clerk

Procedure for Applicant Interview

The River Bend Town Council will interview applicants for the position of Town Council member on February 14, 2019. The following procedures will be observed.

1. Prior to convening to meeting, all applicants will meet in the Mayor's office to draw numbers. The number drawn will determine the order in which the applicants will present their opening statements. Anyone who fails to participate in this drawing will be placed last on the list. If more than one person does not participate, they will be placed after all who have drawn, in alphabetical order.
2. When this item is reached on the agenda, The Mayor will introduce all applicants by name only, in the order determined by the draw and explain the procedures aloud.
3. All applicants will be seated in a designated holding area. When they are called upon, they will approach the designated seat and use the microphone to address the Council.
4. The Mayor will recognize the applicant who drew #1. That person will be directed to the microphone and will be given 3 minutes to make a statement. This will be the time for the applicant to introduce themselves, their qualifications and the reasons they wish to serve on the Council. At the conclusion of the applicant's statement or 3 minutes, whichever comes first, the Mayor will continue by giving each applicant an opportunity to speak based on the order of the draw.
5. Next, the Mayor will call on Town Council members to pose questions to applicants. The first set of questions will be directed to the applicant who drew #2. The Mayor will begin on his left and call upon Council members in the order that they are seated to pose questions. For example: Town Councilman McClard will ask the first questions to applicant #2. Then Councilman Camp will ask questions of applicant #2, then Councilman Sheffield, then Councilman Van Slyke. The questions will continue to each applicant in numeric order. The next set of questions will begin with applicant #1. This process will continue until all applicants have been given an opportunity to be asked questions by the Council.
6. The Mayor will begin each round of questions by beginning with a new Council member, based on the order that they are seated. For example: since Councilman McClard began the questions for applicant #2, Councilman Camp will begin questions for applicant #1, This rotating process will continue until all applicants are interviewed.
7. Each Council member will be allowed to ask up to 2 questions of each applicant. There is no requirement that each Council member must ask 2 questions of each applicant. Since the questions are not predetermined and not shared with the Council in advance, some Council members may have the same question. If that question has already been asked by another Council member, there is no need to ask the question again.
8. Each applicant will have up to 2 minutes to answer each question.

9. The Town Manager will serve as time keeper. A set of colored lights will be used to alert each applicant of their time. The colors mean:

GREEN- The applicant is within time limits and may talk.

YELLOW- The applicant has 30 seconds left and should begin closing their remarks.

RED- Time has expired and the applicant must stop talking.

Any applicants who continues to talk after the red light has been illuminated, will be stopped by the Mayor. This will be done in order to ensure that all applicants have the same time limits and none are given any additional time. The timer will begin after the question has been asked of the applicant.

10. Time or questions will not be shared among applicants. No applicant may transfer their time or questions to another applicant. If a candidate chooses not to use all of their time or if they do not answer a question, their time or question may not be transferred to another applicant. Any unused time or unanswered questions will simply be forfeited.

11. Council members may not transfer questions to another Council member. Any unused questions will simply be forfeited.

12. Applicants will be asked questions by the Council only. The public will not be allowed to ask questions.

13. Applicants will direct their answers to the Council only. During the interview process, no talking among other applicants or members of the public will be allowed.

14. At the conclusion of questions, the Mayor will end the interview process.

15. The Council will vote for a replacement Council member at their meeting on February 21, 2019. At that time, the selected person will be administered the oath of office.

Procedure for Voting on Replacement

The River Bend Town Council will vote on applicants for the position of Town Council member on February 21, 2019. The following procedures will be observed.

1. When this item is reached on the agenda, the Mayor will open the floor for nominations, whereupon each Council member may put forward a single nominee. Council members are not required to put forth a nominee. Since each Council member may nominate different applicants, during this process, multiple nominees may be presented and debated. Also, different Council members may nominate the same person. Each Council member may nominate the applicant they consider to be the preferred nominee and explain why they consider any applicant to be the preferred or not preferred nominee.

2. When debate ends the Mayor shall call the roll of each member and each member shall cast a vote of his preferred nominee by stating the name of the nominee. Note- this is not a vote on a motion that has been put forward, therefore this is not an "aye" or "no" vote. This is when the Council states the name of the person they wish to select. This will be known as Ballot #1.

3. Voting shall continue until a nominee receives a majority of the votes cast (by members present) during a single round of balloting. For example: A majority among River Bend's currently 4-member Council equals 3. Therefore, if all 4 members are present the first nominee to receive 3 votes during a single round of balloting shall be determined as the winner. Other combinations of members present may result in fewer than 3 votes constituting a majority.

4. If a winner is not determined on Ballot #1, any nominee that did not receive a vote and the nominee that received the lowest number of votes will be removed from consideration. Then Ballot #2, with only the remaining nominees, will be considered in the same process as described in Rule #2 above. If during Ballot #1 multiple nominees receive the same number of votes and that vote total constitutes the lowest number of votes received, other than zero, then all nominees receiving that vote total will be eliminated from the next ballot, unless that would eliminate all nominees, in that case, then only those receiving zero votes will be eliminated. If during Ballot #2 all nominees, receiving votes, receive the same number of votes and that vote total represents the lowest number of votes received, then only those receiving zero votes will be eliminated from Ballot #3. If during Ballot #2, no person receives zero votes, then all nominees receiving the same number of votes will be included in Ballot #3. Any nominee receiving zero votes during any ballot will be eliminated from consideration on future ballots.

5. This process shall continue until a nominee receives a majority of votes from Council.

6. After conducting Ballot # 2, if the Council conducts 3 ballots in a row wherein no nominee receives a majority of votes among Council, then the Council will utilize the "motion" process, whereby a Council member will put forth a motion to appoint a particular applicant as the appointment. After debate on that motion has ended, the Council will vote on that motion. If that motion ends in a tie, the Mayor shall be allowed to vote on the motion, otherwise the Mayor shall not vote on an appointment.



RIVER BEND TOWN COUNCIL AGENDA
Regular Meeting
February 21, 2019
River Bend Town Hall

Pledge: Councilman McClard

1. CALL TO ORDER (Mayor Kirkland Presiding)
2. RECOGNITION OF NEW RESIDENTS
3. ADDITIONS/DELETIONS TO AGENDA
4. ADDRESSES TO THE COUNCIL
5. PUBLIC HEARINGS
6. CONSENT AGENDA

All items listed under this section are considered routine by the Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Approve:
Minutes of the January 10, 2019 Work Session
Minutes of the January 17, 2019 Regular Meeting

7. TOWN MANAGER'S REPORT – Delane Jackson

Activity Reports

- A. **Monthly Police Report** by Chief Joll
- B. **Monthly Water Resources Report** by Director of Public Works Mills
- C. **Monthly Work Order Report** by Director of Public Works Mills
- D. **Monthly Zoning Report** by Assistant Zoning Administrator McCollum

ADMINISTRATIVE REPORTS:

8. Parks & Recreation/CAC – Councilman Harry “Bud” McClard
 - A. Parks and Rec Report
 - B. CAC Report
 - C. Organic Garden Report
 - D. Library Report
9. Public Works and Water Resources – Mayor John Kirkland
 - A. PWAB Report

10. Environment/Waterways – Councilman Bill Camp
 - A. EWAB Report
11. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Administrator
 - B. **Vote** – Approve Budget Amendment 18-B-04
12. Planning Board – Councilman Buddy Sheffield
 - A. Planning Board Report
13. Public Safety – Councilman Buddy Sheffield
 - A. CERT Report
 - B. Community Watch Report
14. Council Vacancy – Mayor
 - A. **Vote** – Select Council Vacancy Replacement
 - B. Administer Oath of Office to New Council Member
15. MAYOR'S REPORT – Mayor Kirkland
16. PUBLIC COMMENT

The public comment period is set aside for members of the public to offer comments to the Council. It is the time for the Council to listen to the public. It is not a Question & Answer session between the public and the Council or Staff. All comments will be directed to the Council. Each speaker may speak for up to 3 minutes. A member of staff will serve as timekeeper. A sign-up sheet is posted by the meeting room door and will be collected prior to the start of the Public Comment Period. Speakers will be called on by the Mayor in the order that they signed up. In order to provide for the maintenance of order and decorum, the Council has adopted a policy for this section of the meeting. A copy of the policy is posted by the door for your review. Please follow the policy. If you have a specific question for staff, you are encouraged to contact the Town Manager or the appropriate Department Head at another time.

17. ADJOURNMENT