



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 Meeting
April 14, 2022
River Bend Town Hall
5:00 p.m.

1. **VOTE** – Approval of Agenda
2. **DISCUSSION** – CAC Appointment
3. **DISCUSSION** – Public Hearing – Rezoning
4. **VOTE** – Public Hearing Policy Amendment
5. **DISCUSSION** – Audit Contract Approval for FY21-22
6. **VOTE** – Allowable Cost Policy
 - a. Review Eligibility Determination and Review Form
7. **VOTE** – Nondiscrimination Policy
8. **VOTE** – Eligible Use Policy
9. **VOTE** – Records Retention Policy
10. **VOTE** – Conflicts of Interest Policy
11. **VOTE**– American Rescue Plan Act Grant Project Ordinance
12. **VOTE** – Public Works Capital Project Fund Ordinance
13. **VOTE** – Leaf and Limb Contract Amendment
14. **VOTE** – Mowing Contract Amendment
15. **VOTE** – Landscaping Contract Amendment
16. **DISCUSSION** – Leaf and Limb Schedule
17. **DISCUSSION** – WWTP Grant
18. **DISCUSSION** – Advisory Board Ordinance Amendment
19. **REVIEW AGENDA** – Nobles

Pledge: Mayor



RECEIVED

MAR 17 2022

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REQUEST FOR APPOINTMENT TO BOARDS OR COMMISSIONS

Community Appearance Commission

BOARD/COMMISSION FOR WHICH YOU ARE APPLYING

Donna Perry

donna@uptonhills.com

NAME

E-MAIL ADDRESS

113 Bawline Rd.

978-500-9704

STREET ADDRESS

PHONE #

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):

My skills include home decorating, card making, and cookie decorating.

I have an eye for the appearance of both inside & outside spaces, how they look, and how to help them look even better. 😊

I look forward to your meetings, whether I am on this committee, or not. THANK-YOU!

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

River Bend Garden Club

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. This form will be retained by the Town for two years after its submission. If after two years, you have not been appointed and wish to be considered for future appointments, you must resubmit your application.

SIGNATURE

DATE

Donna Perry 3-15-22



TOWN OF RIVER BEND

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

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TO: Adjacent Property Owner

FROM: Delane Jackson

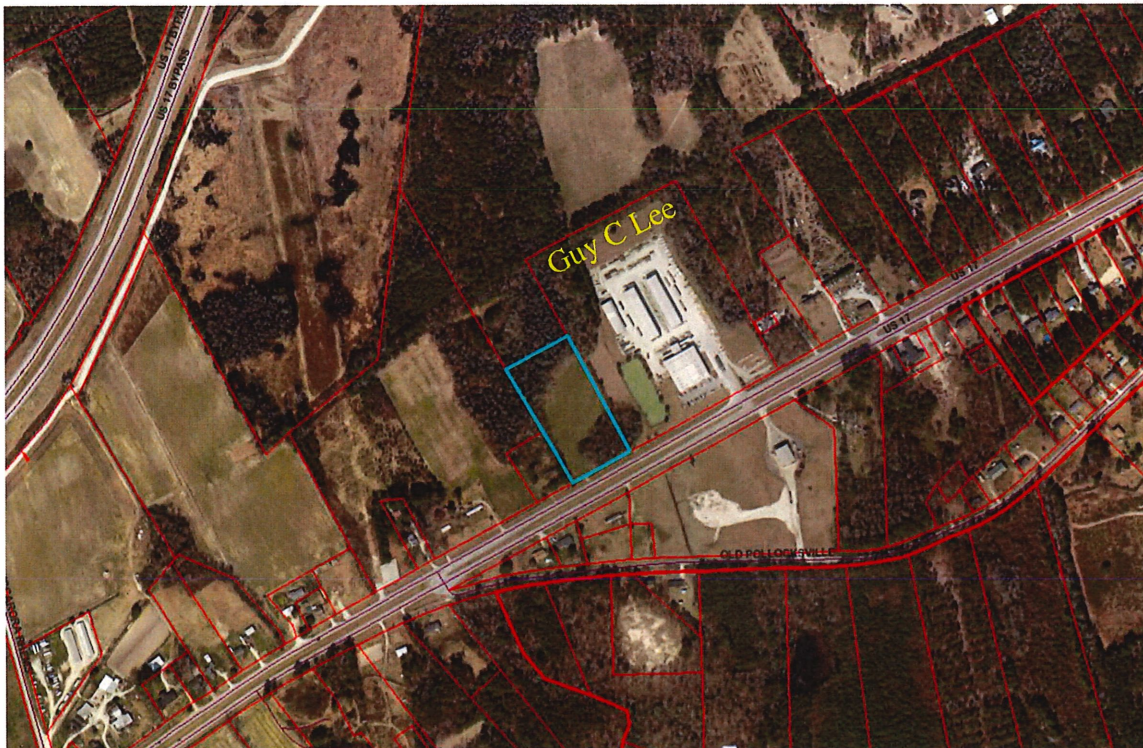
RE: Notice of Public Hearing

DATE: March 29, 2022

You are receiving this because our records indicate that you own property that is adjacent to the property described below.

NOTICE OF PUBLIC HEARING

The Town Council of the Town of River Bend will conduct a public hearing to gather public comments on a proposed re-zoning request. The subject property, shown in blue below, is located at 5530 US Highway 17 South and is identified by Craven County PIN 8-205-27000. The property is currently zoned Agriculture and has been recommended by the River Bend Planning Board to be re-zoned to Business. The public hearing will be held on April 21, 2022 at 7 p.m. at Town Hall, located at 45 Shoreline Drive, River Bend, NC. More information about the proposed re-zoning can be found on the town's web page at www.riverbendnc.org by clicking on the "Proposed Re-Zoning" tab. The public is invited to attend. The town's rules for conducting a public hearing will be followed.



Town of River Bend

Public Hearing Policy

Green= add Yellow=delete

Overview- To comply with North Carolina law, the Council is required to conduct a public hearing prior to taking action on some matters. The Council, at its discretion, may also conduct a public hearing to gather input on a matter. These are discretionary public hearings and are not required as a matter of law. The purpose of any public hearing is to give the public an opportunity to express their views, comments or opinions to the Council on the subject matter of the public hearing. It is a time for the Council to listen to the public. It is not a time for debate or a "question and answer session". The following rules have been established to maintain order and decorum during a public hearing. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker in all public hearings.

I. Public Hearing

Public hearings shall are typically be reserved as an item of business on the agenda for the Council's regular session, which is currently held on the 3rd Thursday of each month. However, the Council may conduct a public hearing on any day in accordance with the advertising requirements of this policy. All public hearings shall be subject to the following guidelines:

1. Prior to the start of the hearing, persons wishing to address the Council will register on a sign-up sheet stationed by the meeting room door. Prior to beginning the hearing, the Mayor will collect the sign-up sheet and recognize speakers in the order that they registered. Once the list has been collected by the Mayor, no names will be added to it. Speakers will address the Council from the lectern and will be asked to provide state their name and physical address for the record prior to speaking.
2. Each speaker shall be limited to a maximum time of three (3) minutes. Each speaker will only be allowed to speak once during the hearing. A staff member shall serve as timekeeper and will promptly announce when the speaker's time has expired.
3. No time may be yielded or transferred from one speaker to another. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.
4. The hearing is not intended to require the Council and/or any staff to answer any impromptu questions. The Council will not take action on an a new item originally presented during the hearing, which is not related to the subject matter of the public hearing. Upon completion of the hearing and when appropriate, the Council may refer inquires made during the hearing to the Town Manager or an appropriate staff member. If necessary, the item may be added to the agenda of a future meeting,

thereby providing the staff an opportunity to research the item and provide data to the Council for consideration and review.

5. Speakers ~~will~~ are asked to address comments to the entire Council as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the hearing.

6. Speakers who have prepared written remarks are encouraged to leave a copy of such remarks with the Town Clerk. Speakers who have materials that they want distributed to the Council related to the item they plan to discuss during the hearing, shall provide eight (8) copies of those documents to the Town Clerk prior to the start of the hearing. The Clerk shall distribute the copies to the Council, Attorney, and Town Manager and retain one copy for the record.

7. Speakers shall be courteous in their language and presentation. Profanity or other inappropriate language or gestures will not be tolerated. The audience shall be courteous and quiet during the public hearing. Only one person at a time will be allowed to speak and that person will be the speaker who has been invited to the lectern.

8. In order to provide for the maintenance of order and decorum in the conduct of the hearing, the Mayor or presiding member may declare "out-of-order" any person(s) who fails to comply with this policy. The Mayor or presiding member shall caution any such person(s) to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker person(s) from the meeting.

9. Any public hearing required by NCGS shall be advertised in accordance with all applicable requirements. Discretionary public hearings shall be advertised on the town's bulletin board and on the town's web page with the first notice being no less than 10 days and no more than 25 days prior to the date of the hearing. The day of the public hearing shall be counted as a day in the calculation of days.

10. Public Hearings may generate widespread interests and participation. The North Carolina Building Code sets maximum occupancy limits for all public buildings. Additionally, during a state of emergency or a public health crisis, such as a pandemic, room occupancy may be even more limited. These occupancy limits shall be strictly adhered to. This may prohibit all interested parties from participating in the public hearing. On occasions when the occupancy of the room is at its maximum, those people who have spoken will be encouraged to exit the room and allow other speakers to enter the room.

- Adopted December 14, 2017
- Amended _____



PETWAY
MILLS &
PEARSON, PA

CERTIFIED PUBLIC ACCOUNTANTS

C. Briggs Petway, Jr.
Phyllis M. Pearson

Zebulon Office
P.O. Box 1036
806 N. Arendell Ave.
Zebulon, NC 27597
919.269.7405
919.269.8728 Fax

Raleigh Office
9121 Anson Way
Suite 200
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919.781.1047

www.pmpcpa.com

February 24, 2021

Margaret Theis, Finance Director
Town of River Bend

RE: Audit fee proposals

Ms. Theis:

We propose the following audit fees for the indicated years.

2021	\$14,500
2022	\$14,700
2023	\$14,900

Thank you for your inquiry.

Phyllis M. Pearson, CPA

Phyllis M. Pearson, CPA

Memberships:

North Carolina
Association of
Certified Public
Accountants

American Institute
of Certified Public
Accountants

Action Item Checklist:

There are samples
for all these items
in your materials

Print this out
and use as step-
by-step guide to
spending
ARP/CSLFRF in
the Revenue
Replacement
Category

1. Adopt and implement nondiscrimination / civil rights policy
2. Adopt and implement conflicts of interest policy
3. Set up accounting to allow for tracking of obligations and expenditures by project and show comparison to budgeted amounts for each reporting period
4. Review written internal control policies to make sure sufficient
5. Set up procedures to create project files and collect and retain all documentation through December 31, 2031
6. Adopt eligible use policy
7. Adopt an allowable cost policy
8. Create an eligibility determination and allowable cost review form
9. Adopt grant project ordinance
10. *Identify if any other UG compliance polices might be required*
11. Once funds are budgeted, start spending!

POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the **Town of River Bend** has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

ARP/CSLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that ARP/CSLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the ARP/CSLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the ARP/CSLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARP/CSLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of ARP/CSLFRF award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

BE IT RESOLVED that the governing board of the **Town of River Bend** hereby adopts and enacts the following UG Allowable Costs and Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

Adopted this 14th day of April, 2022

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

Town of River Bend Allowable Costs and Costs Principles Policy

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town of River Bend shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Town Manager and Finance Director, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Town Manager. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.

- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the **Town of River Bend** or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to **the Town of River Bend**, its employees, the public at large, and the federal government.
- Whether the **Town of River Bend** significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

- 2. Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.**

4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town of River Bend.**
6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.
9. **Be adequately documented.**

III. SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

[DEPARTMENT OR POSITION(S)] responsible for determining cost allowability must be familiar with the Selected Items of Cost. The Town of River Bend must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. The Finance Department will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Town of River Bend regulations, and program-specific rules may deem a cost as unallowable, and Finance Department personnel must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

IV. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project,

subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town of River Bend may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

V. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
- (2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and
- (5) **Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.**

(b) For Indian tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

VI. COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Finance Director must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to **the Finance Director** for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, **the Finance Director** must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the **Finance Director** will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by **the Finance Director**, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, **the Finance Director** must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, **the Finance Director** will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The [DEPARTMENT AND/OR INDIVIDUAL POSITION(S)] must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, **the Finance Department** must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the **Finance Director** will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The **Finance Director** may in their discretion, and consistent with this policy, allow an invoice or other

demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. **Town of River Bend's** governing board must approve any allocation of other funds for this purpose.

- The **Finance Department** must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VII. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent	2 CFR § 200.435	Allowable with restrictions

infringements		
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for

		allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions

Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed



American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Fund Project Request and Eligibility Determination

This document is to be completed by the person or persons requesting American Rescue Plan Act of 2021 Coronavirus State and Local Government Fiscal Recovery Fund monies. The request will proceed through the Town of River Bend’s review process. The requestor will receive notice if the project is approved, with instructions on how to proceed.

BASIC INFORMATION AND DESCRIPTION

Program/Project Name:	<u>Provision of government services: general administration</u>
Program/Project Description:	<u>Provide salaries and benefits to the Town’s three full-time administrative staff (Town Manager, Town Clerk and Deputy Town Clerk) for the fiscal year 2022-2023. The Town Manager is responsible for directing the day-to-day operations of the town and implementing policies established by the Town Council. The Clerk’s office is responsible for managing the official records of the Town and is staffed by two full-time staff.</u>
Responsible Department:	<u>Finance</u>
Program/Project Manager Name:	<u>Delane Jackson, Town Manager</u>
Total Amount Requested:	<u>\$265,166</u>
Internal Account Code(s): (assigned by Finance)	<u>002</u>
Treasury Expenditure Category Level:	<u>6 Revenue Replacement</u>
Treasury Expenditure Category:	<u>6.1 Provision of Governmnet Services</u>

ELIGIBILITY REVIEW

Please select appropriate ARP/CSLFRF Category below and complete the required information. Note that each requested project may only be associated with one of the following categories: 1. Public Health; 2. Negative Economic Impact; 3. Premium Pay; 4. Water, Sewer, Stormwater Infrastructure; 5. Broadband; or 6. Revenue Replacement (Government Services). Please complete all information in the applicable category and attach any required additional justifications and documentation.

1. Public Health		
A. Enumerated Uses/ Safe Harbors (Must select one)		
<input type="checkbox"/> COVID-19 mitigation & prevention*	<input type="checkbox"/> Behavioral health care*	
<input type="checkbox"/> Medical expenses*	<input type="checkbox"/> Preventing & responding to violence*	
	<input type="checkbox"/> Not on Enumerated List (Must complete Box B.)	
*See detailed list of enumerated projects in each of these categories on pages 14-16 of the Overview of the Final Rule.		
B. Written Justification (Please provide detailed responses to both these questions if checked “Not on Enumerated List” in Box A)		
(1) What is the specific negative public health impact or harm experienced by an individual or a class?		
(2) How does proposed project address the negative public health impact or harm?		
C. Is the project reasonably designed to benefit the individual or class that experienced a public health impact or harm?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

D. Is the project related and reasonably proportional to the extent and type of public health impact or harm experienced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. Does proposed project involve a capital expenditure between \$1 million and \$10 million?	<input type="checkbox"/> Yes – Proceed to Box F.	<input type="checkbox"/> No – Proceed to Box G.
F. Is proposed project on enumerated list in Box A? <i>*Written justification must include the following elements:</i> <ul style="list-style-type: none"> • Describe the harm or need to be addressed; • Explain why a capital expenditure is appropriate; and • Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior. 	<input type="checkbox"/> Yes – Record written justification* in file, but not required in Project & Expenditure Reports	<input type="checkbox"/> No – Record written justification* in file and include in Project & Expenditure Reports
G. Does the proposed project involve a capital expenditure of \$10 million or more?	<input type="checkbox"/> Yes – Record written justification* for file and include in Project & Expenditure Reports	<input type="checkbox"/> No – No further action required.

2. Negative Economic Impact

A. Enumerated Beneficiaries (Must select one)

**See detailed list of enumerated beneficiaries and income on pages 17 & 19 of the [Overview of the Final Rule.](#)*

Beneficiaries Who Experience Negative Economic Impact from the Pandemic

- Low-moderate income households or communities
- Household that experienced unemployment
- Households that experienced increased food or housing insecurity
- Households that qualify for the Children’s Health Insurance Program, Childcare Subsidies through the Child Care Development Fund Program, or Medicaid
- When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period
- Small business that experienced decreased revenue or gross receipts, increased costs, financial insecurity, or other financial challenges due to the pandemic
- Nonprofit the experienced decreased revenue, increased costs, financial insecurity, or other financial challenges due to the pandemic
- Travel, tourism, hospitality industries
- Other industry that experienced at least 8% employment loss from pre-pandemic levels or is experiencing comparable or worse economic impacts as national tourism, travel, and hospitality sector
- Local government

Beneficiaries Who Experienced Disproportionately Negative Economic Impact from the Pandemic

- Low-income households and communities
- Households residing in a Qualified Census Tract (QCT)
- Households that qualify for Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.
- Small businesses operating in a Qualified Census Tract (QCT)
- Nonprofits operating in a Qualified Census Tract (QCT)
- Not on enumerated list (Must complete Box B.)

B. Written Justification (Provide detailed response to this question if proposed beneficiary not on enumerated list in Box A)

Define the group/class/geographical area that experienced a negative economic impact from the COVID-19 pandemic. Be specific in defining group/class/area and in defining the negative economic impact to the group/class/area.

C. Enumerated / Safe Harbor Projects (Must Select One)**Projects for Negatively Economically Impacted**Households & Communities

- Food assistance & food banks
- Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- Health insurance coverage expansion
- Benefits for surviving family members of individuals who have died from COVID-19
- Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly- employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- Financial services for the unbanked and underbanked
- Burials, home repair & home weatherization
- Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- Cash assistance
- Paid sick, medical, and family leave programs
- Assistance in accessing and applying for public benefits or services
- Childcare and early learning services, home visiting programs, services for child welfare- involved families and foster youth & childcare facilities
- Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing

Small Businesses

- Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- Technical assistance, counseling, or other services to support business planning

Nonprofits

- Loans or grants to mitigate financial hardship
- Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Projects for Disproportionately Negatively Economically ImpactedHouseholds & Communities

- Pay for community health workers to help households access health & social services
- Remediation of lead paint or other lead hazards
- Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- Investments in neighborhoods to promote improved health outcomes
- Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing
- Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- Schools and other educational equipment & facilities

Small Businesses

- Rehabilitation of commercial properties, storefront improvements & façade improvements
- Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- Support for microbusinesses, including financial, childcare, and transportation costs

Travel, Tourism, Hospitality Industry

- Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- Technical assistance, counseling, or other services to support business planning
- COVID-19 mitigation and infection prevention measures (see section Public Health)

Local Government

- Public safety, public health, and human services salaries/benefits, to extent responding to the COVID-19 public health emergency
- Restoring pre-pandemic employment levels
- Effective service delivery

Not on enumerated list (Must proceed to Box D.)

D. Written Justification (Provide detailed response to this question if proposed project not on enumerated list in Box C.)

- (1) What is the specific negative economic impact or harm caused or exacerbated by the pandemic?
- (2) How does the proposed project address the impact or harm?

E. Is the project reasonably designed to benefit the individual or class that experienced a public health impact or harm?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. Is the project related and reasonably proportional to the extent and type of public health impact or harm experienced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. Does proposed project involve a capital expenditure between \$1 million and \$10 million?	<input type="checkbox"/> Yes – Proceed to H.	<input type="checkbox"/> No – Go to Box I.
H. Is proposed project on enumerated list in Box C? <i>*Written justification must include the following elements:</i> <ul style="list-style-type: none"> • Describe the harm or need to be addressed; • Explain why a capital expenditure is appropriate; and • Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior. 	<input type="checkbox"/> Yes – Record written justification* for file, but not required in Project & Expenditure Reports	<input type="checkbox"/> No – Record written justification* for file and include in Project & Expenditure Reports
I. Does the proposed project involve a capital expenditure of \$10 million or more?	<input type="checkbox"/> Yes – Record written justification* for file and include in Project & Expenditure Reports	<input type="checkbox"/> No – No further action needed

3. Premium Pay

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(c). (More details on this expenditure category are available [here](#).)

4. Water, Sewer, Stormwater Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(1).

5. Broadband Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(2).

6. Revenue Loss

This portion of ARP/CSLFRF funds may be used for the provision of government services. Please provide description of project and attach any necessary documentation. Note that water, sewer, stormwater, and broadband projects may be funded in this category, without having to meet all of the criteria specified in the other categories.

The funds will be used to cover staff costs for the provision of general administration services. The funds will cover the regular salaries and corresponding fringe benefit expenses for the Town of River Bend's three full-time general administration staff (Town Manager, Town Clerk and Deputy Town Clerk). The Town Manager is responsible for directing the day-to-day operations of the town and implementing policies established by the Town Council. The Clerk's office is responsible for managing the official records of the Town and is staffed by two full-time staff. Covered salaries are based on the Town of River Bend's FY2022-2023 pay schedule (attached) and the fringe benefits are based on the Town of River Bend's written benefits policy (attached).

\$265,166 will cover salaries and benefits for the period July 1, 2022 through June 30, 2023.

PROHIBITIONS VERIFICATION:

By checking these boxes, the Town Manager attests that the statements are true.

- Project does not contravene the statutory purpose of ARP, including program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19
- No Conflict of Interest
- Complies with all state and federal laws and local ordinance
- No pension fund deposit
- No borrowings or debt service
- No financial reserves

JUSTIFICATION AND LEGAL REVIEW FOR STATE AUTHORITY:

There is state law authority to pay salaries and benefits for Town employees. See G.S. 160A-162 for towns, according to the pay schedule and benefits policies adopted by the governing board.

Program Administration Information

Proposed Project Budget, delineated by Cost Item for Allowable Cost Review

U.G. Provisions	Cost Items	Estimated Amount	Necessary/ Reasonable	% Allocable	Required Documentation
200.430	Compensation	<u>\$191,417</u>	<u>Yes</u>	<u>100</u>	<u>Effort certification forms (signed by employee and supervisor)</u> <u>Payroll records</u> <u>Pay schedule</u> <u>For Non-exempt employees, time sheets</u>
200.431	Fringe Benefits	<u>\$73,749</u>	<u>Yes</u>	<u>100</u>	<u>Written benefits policy</u>
200.475	Travel		Choose an item.		
200.439	Equipment & Other Capital		Choose an item.		
200.453	Materials & Supplies		Choose an item.		
200.318 & 200.92	Contractual Services & Subawards		Choose an item.		
200.459	Consultants / Professional Services		Choose an item.		
200.465	Occupancy (Rent & Utilities)		Choose an item.		
200.471	Telecommunications		Choose an item.		
200.473	Training & Education		Choose an item.		

Program/Project #:
 Program/Project Short Name:

200.413 (c)	Direct Administrative Costs		Choose an item.		
	Add'l Cost Item		Choose an item.		
	Total Direct Costs	\$265,166	Choose an item.		
200.414	Indirect Costs		Choose an item.		
Total Project Budget		\$265,166			

Administrative Classification

Administration Type	<input checked="" type="checkbox"/> In-House	<input type="checkbox"/> Contractor/Vendor	<input type="checkbox"/> Sub-Recipient/Subaward
<u>If Contractor/Vendor or Sub-recipient, has this been verified using the Classification Checklist?</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Program Sub-Recipient and/or Contractor List:

Name	Tax ID #	Completion of Classification Checklist?	Contractor or Sub-Recipient	DUNS #/UEI	Date checked SAM.gov
		Choose an item.	Choose an item.		
		Choose an item.	Choose an item.		
		Choose an item.	Choose an item.		

Key Project Dates

Due Date	Task Type	Task Description	Status
	Choose an item.		Choose an item.
	Choose an item.		Choose an item.
	Choose an item.		Choose an item.

Uniform Guidance Compliance Requirements:

By checking these boxes, the Town Manager attests that the statements are true.

- Financial Management Compliance (adopted grant project ordinance; accounting system that tracks obligations and expenditures by project and provides comparison to budgeted amounts; appropriate journal entries completed and documented)
- Internal Controls (adopt and routinely monitor internal controls related to all financial processes for receiving, managing, obligating, and expending the federal award funds)
- Civil Rights Compliance (policy adopted and implemented)
- Eligible Project Documentation (policy adopted and this worksheet completed and approved according to the policy)
- Allowable Cost / Cost Principles Compliance (policy adopted and this worksheet completed and approved according to the policy)
- UG Procurement Compliance (only if applicable; policy adopted and implemented)
- UG Property Management Compliance (only if applicable; policy adopted and implemented)
- Program Income Compliance (only if applicable; policy adopted and implemented)
- Subaward Compliance (only if applicable; policy adopted and implemented)

Reviewed By: Delane Jackson, Town Manager

Signature:

Date:

Please retain for the project file through at least December 31, 2031.

Town of River Bend Nondiscrimination Policy

WHEREAS, the **Town of River Bend** has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the **Town of River Bend** agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

NOW THEREFORE BE IT RESOLVED, that the governing board of the **Town of River Bend** hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

Nondiscrimination Policy Statement

It is the policy of the **Town of River Bend** to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the **Town of River Bend**, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the **Town of River Bend** received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF Award Terms and Conditions, the **Town of River Bend** shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹ 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the **Town of River Bend** shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The **Town of River Bend** shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that

may result from these actions. The **Town of River Bend** shall comply with information requests, on-site compliance reviews, and reporting requirements.

2. The **Town of River Bend** shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The **Town of River Bend** shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Town of River Bend in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

The Town Manager of the Town of River Bend shall be responsible for overseeing any complaints of this policy. The **Town Manager** may be contacted at:

Delane Jackson, Town Manager
45 Shoreline Drive
River Bend NC 28562
252-638-3870 ext. 213 manager@riverbendnc.org

Adopted this 14th day of April, 2022

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

**ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY TOWN OF RIVER BEND**

WHEREAS the **Town of River Bend**, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

NOW THEREFORE BE IT RESOLVED that the **Town of River Bend** hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how the Town of River Bend will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);

2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the Town of River Bend to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The **Town of River Bend**, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town of River Bend employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the Town of River Bend's Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to **Delane Jackson** for approval. All requests will be reviewed by **Delane Jackson** for ARP/CSLFRF compliance and by **Amanda Gilbert** for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final written approval by **Delane Jackson**. BOARD APPROVAL AND BUDGET AMENDMENTS WILL BE REQUIRED BEFORE APPROVAL
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.

5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by **Delane Jackson** and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to **Delane Jackson** immediately.
6. Delane Jackson must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. **Delane Jackson** must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

Adopted this 14th day of April, 2022

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

**Record Retention Policy: Documents Created or Maintained Pursuant to the
ARP/CSLFRF Award**

Retention of Records: The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the **Town of River Bend** to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the **Town of River Bend** agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the **Town of River Bend’s** expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rationale to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: Town of River Bend's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the Town of River Bend, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town of River Bend to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Town Manager is responsible for identifying the documents that Town of River Bend must or should retain and arrange for the proper storage and retrieval of records. Town Manager shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Town of River Bend is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Mayor. The Town of River Bend prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to: **Town**
Manager, Delane Jackson [252-638-3820 ext. 213 manager@riverbendnc.org], who is in charge
of administering, enforcing, and updating this policy.

Adopted this 14th day of April, 2022

[Redacted signature line]

[Redacted signature line] John Kirkland, Mayor

ATTEST:

[Redacted signature line]

Kristie Nobles, Town Clerk

CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF **TOWN OF RIVER BEND** SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when **Town of River Bend** (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III (a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission

directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. *“Federal Financial Assistance”* means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *“Governing Board”* means the **Town Council** of the Unit.
- i. *“Immediate Family Member”* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. *“Involved in Making or Administering”* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. *“Pass-Through Entity”* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. *“Public Officer”* means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. *“Recipient”* means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. *“Related Party”* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. *“Subaward”* means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. The **Town Manager**, an employee of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that **Town Manager** is unable to serve in such capacity, the **Finance Director** shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III (a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

- iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV (a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

- 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

- 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV (b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

- ii. Identification and Management of Conflicts of Interest.

- 1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward

has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the Finance Officer and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in

writing document a justification supporting such rejection.

- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Finance Officer and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has

adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

Adopted this 14th day of April, 2022

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none">- Stock in a corporation.- Membership interest in a limited liability company.- Partnership interest in a general or limited partnership.- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.- Option to purchase any equity interest in a firm or organization.	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none">- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).<ul style="list-style-type: none">o Holder of a judgment against the firm.	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The **Town of River Bend** (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates **the Town Manager** as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$[**250,000**], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to **the Finance Officer** and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> _____	
		<u>Name of Counterparty</u> _____	
		<u>Subject of Contract:</u> _____	
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The **Town of River Bend** (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates **the Town Manager** as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____
Print Name: _____
Name of Employer _____
Job Title: _____
Date of Completion: _____

* * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The **Town of River Bend** (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates **the Town Manager** as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$**[250,000]**, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to **the Finance Officer** and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty:</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$[100,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$[100,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

**SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The **Town of River Bend** (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates **the Town Manager** as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____
Print Name: _____
Name of Employer _____
Job Title: _____
Date of Completion: _____



TOWN OF RIVER BEND
Grant Project Ordinance for Coronavirus State and Local Fiscal Recovery Fund
American Rescue Plan Act of 2021, Amendment #1

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the Grant Project Ordinance for Coronavirus State and Local Fiscal Recovery Fund American Rescue Plan Act of 2021 be amended as follows:

Section 1. This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town received the first tranche in the amount of \$482,189 of CSLFRF funds. The total allocation is \$964,378, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2. The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3. The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Law enforcement services for period of July 1, 2022 through June 30, 2023	6.1	Salaries	\$354,359
			Benefits	\$144,877
002	General administration services for period of July 1, 2022 through June 30, 2023	6.1	Salaries	\$191,417
			Benefits	\$73,749
003	Finance services for period of July 1, 2022 through June 30, 2023	6.1	Salaries	\$69,501
			Benefits	\$25,836
004	Planning and zoning services for period of July 1, 2022 through June 30, 2023	6.1	Salaries	\$52,400
			Benefits	\$22,311
005	Public Works services for period of July 1, 2022 through May 15, 2023	6.1	Salaries	\$29,928
TOTAL				\$964,378

Section 4. The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds	\$964,378
------------------	-----------

Section 5. The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements; including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6. The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7. Copies of this grant project 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.

Section 8. This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this 14th day of April, 2022.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk



**TOWN OF RIVER BEND
PUBLIC WORKS CAPITAL PROJECTS FUND ORDINANCE**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina:

Section 1. The following amounts are hereby appropriated for the operation of a Town Capital Projects Fund for the construction of a Public Works Building:

CAPITAL PROJECTS FUND

Revenues:

Operating Transfer from General Fund	964,378
--------------------------------------	---------

Expenditures:

Architectural Services	71,500
Land Acquisition	60,000
Legal Services	2,000
Miscellaneous	5,000
Construction	825,878
	964,378

Section 2. It is estimated that revenues in the amounts indicated in the foregoing schedule will be available to support the foregoing appropriations.

Section 3. The Finance Officer is hereby authorized to maintain an appropriate Fund Chart of Accounts.

Section 4. Copies of this 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.

Section 5. The capital projects funds are appropriated pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina; therefore, appropriations do not lapse at the end of the fiscal year and are available for the duration of the project, estimated to be eighteen months, unless subsequently amended by Council action.

Adopted this 14th day of April, 2022.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

LEAF & LIMB

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ___ day of _____, 2022 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina (“Town”); and **K.A. JONES DESIGN AND MANAGEMENT** (“Contractor”).

WITNESSETH:

WHEREAS, the Town desires to employ Contractor for those matters contained in this Agreement and Contactor desires to render said services to Town.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

ARTICLE 1

Responsibilities of Contractor

1.1 During the term of this Agreement, and subject to the conditions and terms contained herein, Contractor agrees to provide those services, and other obligations as more fully set forth in Attachments “A”, “B”, “C”, and “D”.

1.2 Contractor shall provide its services hereunder in a timely manner, using that degree of care and professionalism as exercised by similar entities providing such services.

1.3 Contractor shall, at its own expense, maintain and carry workers’ compensation, (if statutorily required), commercial general liability, and automobile liability insurance as identified in Attachment “B”. Contractor shall provide the Town with Certificates of Insurance before services commence.

1.4 Contractor expressly acknowledges that this Agreement is non-exclusive, and that Town may retain the same services from other providers if it deems the same necessary.

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.4 and Attachments “A” and “B” . To the extent there is any conflict between the provisions of Section 2.5 and any Attachment, Section 2.5 shall control.

2.2 Town shall provide reasonable assistance to Contractor in the performance of Contractor’s duties contained herein.

2.3 Invoices submitted to Town by Contractor shall be due and payable no more than thirty (30) days after completion of the services described by this Agreement, subject to the Town’s satisfaction, which shall not be unreasonably withheld.

2.4 In no event shall Town be required to reimburse Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency. Furthermore, in no event shall the compensation identified in Section 2.1 exceed the agreed upon rates as specified in Attachments “A” and “B”.

2.5 The contract amount of \$ 125 per ton as stated in Attachment “B” herein for “Routine Leaf and Limb Pickup” above shall automatically change effective July 1 of each subsequent year beginning on July 1, 2023 at a rate equal to the Consumer Price Index (CPI) but not to exceed a maximum of 5% change, for all items for the South Region for the previous 12 months ending in March, 2023 and then each subsequent March, as published by the US Department of Labor, Bureau of Labor Statistics.

2.6 For Routine Leaf and Limb Pickup, Contractor shall invoice the Town after completion of each zone of town, currently Zone 1 and Zone 2. Contractor shall keep load tickets for invoices separated by zone. For Emergency Debris Removal, when provided, the Contractor shall invoice the Town on a monthly basis. Contractor is responsible for maintaining all supporting documentation such as load tickets, etc. which may be necessary to verify billing amounts for any service described herein.

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2022** and ending **June 30, 2026**. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 60 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract. Town may terminate performance of work under this Agreement in whole or in part for convenience if the Town determines that a termination is in the Town's interest.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Contractor and its agents shall at all times act as an independent contractor practicing their profession and not as employees of the Town. Contractor and its agents shall not have any claim under this Agreement or otherwise against Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Indemnification; Limitation of Liability

5.1 To the extent allowed by law, each party shall defend, indemnify and hold harmless the other party from and against claims, damages, losses and expenses resulting from the negligent acts or omissions of malfeasance of the indemnifying party under this Agreement. The obligation of indemnity hereunder shall not include special, indirect, incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays or claims of customers or third parties for any damages, however caused, whether based on warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incidental or consequential damages so that the foregoing limitation

or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

5.2 Notwithstanding anything herein, in no event shall a party be liable, under any circumstances, for special, indirect, incidental or consequential damages, whether in warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, including, but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers or other third parties for any damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incident or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law. Notwithstanding anything herein, each party's aggregate liability for any and all claims whether in agreement, warranty, tort, negligence, strict liability, or any otherwise for any loss or damages arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

6.1 Contractor shall neither be liable for loss, damages, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) or terrorism, acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, including the Town, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or installation will be extended by a period equal to the delay plus a reasonable time to resume delivery or installation.

ARTICLE 7

Miscellaneous

7.1 Entire Agreement; Modification: This Agreement (including all exhibits and schedules attached hereto), contain all of the terms and conditions agreed to by the Parties, and no other contract, document or agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto or to vary any of the terms contained in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

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

7.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

7.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

7.5 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

7.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Notices and Communications. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand or by registered or certified mail or nationally recognized courier service (said notice being deemed given as of the date of receipt) at the following addresses:

For Town:

Delane Jackson, Town Manager

45 Shoreline Dr.

River Ben, NC 28562

Telephone: 252-638-3870

For Contractor:

Telephone:

Any party may change the address for such notice by giving written notice of such change of address to the other parties.

7.8 Governing Law and Venue. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of North Carolina and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement shall be brought in Craven County, North Carolina.

7.9 Non-Waiver. The failure or delay of any party to enforce or pursue any right or remedy existing pursuant to this Agreement shall not be deemed a waiver of such right or remedy and shall not limit such party's ability to pursue or enforce such right or remedy or any future right or remedy.

7.10 E-verify. Contractor will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, to the extent applicable. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by Town.

7.11 Iran Divestment. Contractor certifies that it is not listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

7.12 Israel Boycott. Contractor certifies that it has not been designated by the North Carolina State Treasurer as engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this certification.

Services to be provided and Compensation

EMERGENCY DEBRIS REMOVAL

When notified to do so by the Town Manager or his designee, herein referred to as Town Manager, the Contractor agrees to serve Town immediately after a storm damage event that may require removal of trees and other debris from the Town. Contractor shall provide only those services as specifically directed by the Town Manager. When notification is provided at least 5 days prior to the anticipated arrival of a storm event, Contractor shall preposition equipment in the Town prior to arrival of impacts from the storm. Such equipment will be positioned at a location directed by the Town Manager. The parties expressly acknowledge that this preposition of equipment is necessary so that the equipment may be available in the Town, and will not be isolated at a remote site in the event that vehicular traffic is restricted. Contractor shall provide sufficient equipment and labor, and shall remove a minimum of ten (15) tons of debris per day. When provided, it shall be at the rate \$ 145 per ton for the term of this contract. The Town Manager shall determine if the service is needed, and to what extent, and shall certify the tonnage removed. Contractor agrees to begin this process within forty-eight (48) hours of the storm damage event (unless directed otherwise to delay commencement by the Town Manager) and to remain working in the Town continuously, including weekends if directed by Town Manager, until the clean-up is complete as determined by the Town Manager.

Contractor further agrees, at the Town's direction, to provide heavy lift equipment and operators to clear passage through the Town's streets, commonly referred to as "Cut and Toss", prior to commencement of loading and transport operations. Contractor shall be paid for these services based on the then current Time and Material Rates as published by the Federal Emergency Management Agency. Contractor agrees to commence this service within twelve (12) hours of the notification by the Town.

Town shall be responsible for the payment of any "tipping fees" related to disposal of debris removed from the Town, at the Town's direction. The equipment to be used by the Contractor shall be one or more of those vehicles identified on Attachment "D." The Contractor shall verify the tonnage removed by providing weigh tickets from the receiving facility. Each vehicle used for hauling debris under this contract shall be clearly identified and numbered by the Contractor. Such numbering shall remain consistent throughout the term of the project. During the term of this contract, the Contractor shall not use any equipment or personnel designated for this project, for any similar activities within the Town of River Bend unless specifically authorized by the Town Manager. For example, Contractor cannot provide debris clean-up/removal services for hire to the general public while working for the Town without preapproval from Town Manager.

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

TOWN OF RIVER BEND

**K.A. JONES
DESIGN AND MANAGEMENT**

By: _____
John R. Kirkland
Mayor

ATTEST:

Kristie Nobles
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Irving J. Van Slyke, Jr.
Finance Officer

Date

ATTACHMENTS:

- A – Scope of Services to be Provided
- B – Insurance Requirements
- C – Emergency Equipment Requirements

ROUTINE LEAF AND LIMB PICK-UP

Contractor shall provide loading equipment, personnel and trucks to pick leaf and limbs as defined by Town Ordinance and transport such to a designated disposal site. The pick-up route shall be assigned by the Town Manager or his designee. These pick-ups shall be conducted on a regular schedule, which schedule shall be provided to the Contractor at the beginning of each year that this Agreement is in effect. The contractor is required to make at least one pass and provide pick-up service on every municipal street at least once per scheduled pick-up. As a matter of convenience to the contractor, the contractor may, at his discretion, provide more than one pass on a street. However, the contractor is not required, as a condition of this contract, to re-visit streets and provide pick-up of materials that were not placed by the street for collection in accordance with the pick-up schedule, as published by the town. The Town may request the Contractor to provide additional, unscheduled pick-ups in order to provide for removal of additional routine (non- emergency) leaf and limb. Contractor shall provide a daily progress report to the Town Manager, or his designee, while the Contractor is in Town providing the contracted services. Excluding extreme weather delays or written advance approval from the Town Manager or his designee, Contractor shall be penalized fifty percent (50%) of the per term fee if the scheduled start times are not followed. Contractor must provide sufficient equipment and labor, and remove a minimum of five (5) tons of leaf and limb per day. Contractor shall follow the requirements of the Town's ordinances, rules and regulations that may affect the services provided hereunder.

For these services, Contractor shall be compensated at a rate \$ 125 per ton during the term of this agreement. The Town shall pay the tipping fees for leaf and limb pick up.

Town shall continue to review the best practice for removal of leaf and limb. Should Town modify the present practice of leaf and limb pick up, Contractor shall be notified at least thirty (30) days in advance of a scheduled pick up.

KAJ

JRK

Insurance Requirements

Contractor shall maintain insurance in the kind and amounts set forth below during the term of this Agreement. All such insurance coverage shall name the Town as an additional insured, and shall provide that the coverage shall not be changed or cancelled without thirty (30) days advance written notice to the Town. Prior to performance hereunder, Contractor shall furnish to the Town, certificates of insurance, in a form satisfactory to Town's legal counsel, evidencing such insurance. The kind and amounts of insurance are as follows:

1. Worker's compensation insurance in an amount equal to the statutory minimum.
2. General liability insurance, including personal injuries, in an amount of not less than \$1,000,000 per person/\$1,000,000 per occurrence.
3. Automobile liability insurance coverage for all owned as well as non-owned and hired motor vehicles in limits of not less than a bodily injury liability of \$1,000,000 per person/\$1,000,000 per occurrence, and property damage liability of not less than \$1,000,000.

KAJ

JRK

Equipment available to be used:

Emergency Operations

- 2 -4 articulating excavators on tracks with manual “thumbs”
- 4- 6 Large capacity dump trucks

Routine Operations

- 1 excavator
- 2 or more dump trucks and/or trailers

Other _____

Other _____

KAJ

JRK

Cumulative Inflation Calculator

MARCH 10, 2022 BY [TIM MCMAHON](#) — [LEAVE A COMMENT](#)

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2

in Share

🔄 Share

InflationData.com

Inflation Calculator

Starting Amount \$ 20,200 *Mowing*

June 2012 February 2022

CALCULATE

Total inflation from June 2012 to February 2022 is 23.64%
\$20200 after inflation is \$24,974.35

L&L \$95 = \$117.45
Landscaping \$2,366 = \$2,925

Using the Inflation Calculator you can determine the cumulative inflation (in percent) ranging from 1913- Present. This calculator uses the [Consumer Price Index](#) published by the U.S. Bureau of Labor Statistics which is the most closely watched indicator for inflation in the U.S. It can be considered the "government's key inflation barometer". Using the Inflation Rate Calculator will give you the cumulative inflation between any two months.

Please read the following instructions carefully. It does make a difference in understanding how the Inflation calculator works and ensuring that you get the right answer. To start select the starting month and year and the ending month and year and then click the "Calculate Inflation Rate" button to see your inflation calculation.

Note: To get a full 12 months you must have the same starting month and ending month. In other words a full year is January to January not January to December!

Remember the data is released mid-month for the prior month and is two weeks old by the time it is released by the Bureau of Labor Statistics. So depending on what time of month it is, you can only get data up through last month or even the previous month. (Early in the month you will have to go two months prior, late in the month it will be the previous month. [CPI Index Release Dates](#)

Contracted Service	FY 12-14	FY 14-16	FY 16-18	FY 18-20	FY 20-22	Proposed FY22-26	Inflation Indexed Price 2012-current
Leaf and Limb (per ton)	\$95	\$95	\$95	\$105	\$105	\$125 *	\$117
Landscaping (per year) Per mid-season clean-up	\$7,100 \$2,366	\$7,100	\$7,100	\$7,100	\$7,810 \$2,603	\$14,940 ** \$2,988	\$2,925 ****
Mowing (per year)	\$20,200	\$20,200	\$20,200	\$20,200	\$20,200	\$26,640 ***	\$24,974
NOTES:	<p>* Proposed price is offered contingent upon town eliminating bagging mandate and contractor purchasing leaf vacuum. If bagging not eliminated, price will be \$140.</p> <p>** Proposed price includes additional areas and mid-season clean-ups increased from 3 to 5 per year.</p> <p>*** Proposed price includes additional areas.</p> <p>**** Price comparison based on rate per mid-season clean-up. In 2012 there were 3, which is \$2,366 per clean-up. In proposed, there will be 5, which is \$2,988 per clean-up.</p>						



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

MOWING

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ___ day of _____, 2022 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina (“Town”); and **K.A. JONES DESIGN AND MANAGEMENT** (“Contractor”).

WITNESSETH:

WHEREAS, the Town desires to employ Contractor for those matters contained in this Agreement and Contractor desires to render said services to Town.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

ARTICLE 1

Responsibilities of Contractor

1.1 During the term of this Agreement, and subject to the conditions and terms contained herein, Contractor agrees to provide those services, and other obligations as more fully set forth in Attachment “A”.

1.2 Contractor shall provide its services hereunder in a timely manner, using that degree of care and professionalism as exercised by similar entities providing such services.

1.3 Contractor shall, at its own expense, maintain and carry workers’ compensation, (if statutorily required), commercial general liability, and automobile liability insurance. Contractor shall provide the Town with Certificates of Insurance before services commence.

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.4 and Attachment “A”. To the extent there is any conflict between the provisions of Section 2.4 and Attachment “A”, Section 2.4 shall control.

2.2 Town shall provide reasonable assistance to Contractor in the performance of Contractor's duties contained herein.

2.3 Invoices submitted to Town by Contractor shall be due and payable no more than thirty (30) days after completion of the services described by this Agreement, subject to the Town's satisfaction, which shall not be unreasonably withheld.

2.4 In no event shall Town be required to reimburse Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency. Furthermore, in no event shall the compensation identified in Section 2.1 exceed \$ 26,640 unless a Change Order (C.O.) has been pre-approved by both parties.

2.5 The contract amount as stated in 2.4 above shall automatically change effective July 1 of each subsequent year beginning on July 1, 2023 at a rate equal to the Consumer Price Index (CPI) but not to exceed a maximum of 5% change, for all items for the South Region for the previous 12 months ending in March, 2023 and then each subsequent March, as published by the US Department of Labor, Bureau of Labor Statistics.

2.6 Cost and payments: \$ 26,640 per year (as stated in 2.4 above) - payable in eight equal payments per month, based on the contract amount in effect at the time services were rendered, beginning in April of each year and ending in November of each year.

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2022** and ending **June 30, 2026**. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 60 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Contractor and its agents shall at all times act as an independent contractor practicing their profession and not as employees of the Town. Contractor and its agents shall not have any claim under this Agreement or otherwise against Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Indemnification; Limitation of Liability

5.1 To the extent allowed by law, each party shall defend, indemnify and hold harmless the other party from and against claims, damages, losses and expenses resulting from the negligent acts or omissions of malfeasance of the indemnifying party under this Agreement. The obligation of indemnity hereunder shall not include special, indirect, incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays or claims of customers or third parties for any damages, however caused, whether based on warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incidental or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

5.2 Notwithstanding anything herein, in no event shall a party be liable, under any circumstances, for special, indirect, incidental or consequential damages, whether in warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, including, but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers or other third parties for any damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incident or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

Notwithstanding anything herein, each party's aggregate liability for any and all claims whether in agreement, warranty, tort, negligence, strict liability, or any otherwise for any loss or damages arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

6.1 Contractor shall neither be liable for loss, damages, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) or terrorism, acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, including the Town, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or installation will be extended by a period equal to the delay plus a reasonable time to resume delivery or installation.

ARTICLE 7

Miscellaneous

7.1 Entire Agreement; Modification: This Agreement (including all exhibits and schedules attached hereto), contain all of the terms and conditions agreed to by the Parties, and no other contract, document or agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto or to vary any of the terms contained in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

7.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional

or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

7.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

7.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

7.5 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

7.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Notices and Communications. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand or by registered or certified mail or nationally recognized courier service (said notice being deemed given as of the date of receipt) at the following addresses:

For Town:

Delane Jackson
Town Manager
45 Shoreline Dr.
River Ben, NC 28562
Telephone: 252-638-3870

For Contractor:

Telephone:

Any party may change the address for such notice by giving written notice of such change of address to the other parties.

7.8 Governing Law and Venue. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of North Carolina and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement shall be brought in Craven County, North Carolina.

7.9 Non-Waiver. The failure or delay of any party to enforce or pursue any right or remedy existing pursuant to this Agreement shall not be deemed a waiver of such right or remedy and shall not limit such party's ability to pursue or enforce such right or remedy or any future right or remedy.

7.10 E-verify. Contractor will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, to the extent applicable. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by Town.

7.11 Iran Divestment. Contractor certifies that it is not listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

7.12 Israel Boycott. Contractor certifies that it has not been designated by the North Carolina State Treasurer as engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this certification.

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

TOWN OF RIVER BEND

**K.A. JONES
DESIGN AND MANAGEMENT**

By: _____
John R. Kirkland
Mayor

ATTEST:

Kristie Nobles
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ _____
Irving J. Van Slyke, Jr. Date
Finance Officer

ATTACHMENTS:

- A – General Provisions
- B – Grass Mowing & Trim in Town Parks & Adjoining Roadside Shoulders
- C – Water Resources Department Grass Maintenance Locations
- D – Mowing Operations that Border on Lakes and Ponds

**MAJOR GRASS, LAWN, PARK GROUNDS MAINTENANCE CONTRACT
GENERAL PROVISIONS**

1. Maintain a ten calendar day mowing schedule (unless otherwise noted herein or agreed upon in advance by both parties) beginning services with a spring cleanup on or about March 15 and continue every ten days through October 31 with one additional cleanup prior to and close to Thanksgiving and one additional cleanup prior to and close to Christmas. A detailed description of areas to be maintained is contained in *Attachments B and C*.
2. Police all mowing areas for trash, limbs, cans, paper, etc., and package for removal prior to each mowing. Mow and trim all grasses in all areas identified and numbered herein. Example- "Area 1", "Area 2", etc.
3. Use bagger, or other effective method to keep clippings out of the water, around all waterways/lakes. *See Attachment D*.
4. Edge all sidewalks on town property
5. Contractor shall notify the Public Works Director at the beginning of each mowing cycle and submit an invoice detailing work performed at the end of each mowing cycle to the Public Works Director. The Public Works Director shall be responsible for ensuring that all invoiced work has been performed in an acceptable manner by the Contractor. Any decisions made by the Public Works Director may be appealed to the Town Manager for final disposition.
6. In an attempt to maintain a healthy growth of Centipede, Contractor is authorized to use appropriate pesticides designed to kill the weeds and/or any undesirable vegetation in strict compliance with the manufactures label. In large open areas, such as Hwy 17 Median, Shoreline Drive right-of-way and soccer field area, or any other appropriate area the contractor is encouraged to utilize appropriate chemicals to suppress broadleaf weeds and any undesirable pest/undesirable grasses such as Crabgrass, Bahia grass, Dallis grass, etc.
7. Contractor warrants that it shall perform its services described in this Agreement in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or similar locality as the Agreement, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment and skill. Failure to timely perform, or to meet such standards, shall be sufficient grounds for Town to terminate this Agreement for cause. In the alternative, the Town may withhold any compensation due to Contractor until such standard is met and all terms of the Agreement are complied with by Contractor. Contractor will be responsible for replacing any damaged materials (vegetation) or structures resulting from or caused by his actions, negligence or failure to perform in a professional, competent manner.

8. Contractor shall at all times conduct operations in a safe manner including ensuring that all original manufactures safety devices on any equipment being used is in proper working order and is used as intended. Contractor shall be mindful of people, vehicles and structures that may be in the path of any discharge and take steps to avoid directing discharge towards any that are in close proximity of being struck by a projectile thrown from the Contractor's equipment.

**GRASS MOWING AND TRIM WORK IN TOWN PARKS AND ON ADJOINING
ROADSIDE SHOULDERS CONTRACTED TO LAWN SERVICE**

Area 1: Includes Town Hall lawn, Town Hall Park, picnic area and all of Ritter Field at 45 Shoreline Drive

It is identified by Craven County GIS with PINs 8-201-040, 8-200-041 and 8-201-A-029-A and is approximately 5.75 acres in size (including pond). This area includes all the grass around Town Hall and the area between the Town Hall pond and Plantation Road from the Town Hall to the wetlands area at the west end of Ritter Field.

Trim under any picnic tables, swings, statue, flower bed, fences, and around man-made and natural obstacles. Edge cement walk at Town Hall leading to door steps and the Town Hall parking area facing Plantation Drive.

Area 2: Shoreline Drive right of way on left hand side of road leaving Town

Beginning at the large culvert running under Shoreline Drive from Town Hall lake,(near the rear property line of 206 Bayswater Court), all the way to the Old Pollocksville Road (near the rear property line of 189 Canebrake) maintaining a parallel line 55 feet from the center of Shoreline Drive. This line includes the regular road shoulder, or right of way, plus an additional 25 feet of adjoining Town land and basically runs up to the top of all existing berms.

Most of the 25 foot strip of land adjoining this right of way is planted in Pines, Juniper, and Crepe Myrtles with pine straw mulch

At Town Hall Lake, edge mouth of large Shoreline Drive culvert, and trim grass with weed eater down to water. *See Attachment D.*

When pine cones are present in this area, accomplish mowing in a fashion that will harvest the pine cones and remove them from this area when mowing operations are completed.

Area 3: Entrance Park on Highway 17 at traffic signal

It is identified by Craven County GIS with PINs 8-205-084 and 8-205-2003 and is approximately 3.5 acres in size (including the pond). The park area on the left-hand side of Shoreline Drive leaving Town includes the brick "Town of River Bend" wall sign. Also, mow both shoulders of Old Pollocksville Rd. from its intersection with Shoreline Drive, headed south, for a distance of approximately 235' to a point marked by the location of utility pole # RSK37.

Unless otherwise directed by town or regulatory agency, trim grass with weed eater down to water. *See Attachment D.*

Beginning at the southeast corner of Shoreline Drive and Old Pollocksville Road, proceed south along Shoreline Drive approximately 500 feet, adjacent to lot identified by Craven County PIN 8-206-4001 to the land maintained by Gentry Cove, identified by Craven County PIN 8-206-1-121 mowing the area between the roadway and the wooded lot.

Area 4: Municipal Building at 51 Shoreline Drive, Town Commons and Park area

It is identified by Craven County GIS with PIN 8-201-008 and is approximately 4.7 acres in size. Includes road shoulder on three sides and along the ditch line at the west end of the recreational field. Trim around rock area near caboose, around parking bumpers, fence, under any picnic tables, benches, around volleyball court and around other man-made and natural obstacles. Also includes providing weed/grass suppression in volley court area as described in General Provisions 6.

Area 5: Public Works Building at 115 Wildwood Drive

It is identified by Craven County GIS with PIN 8-201-027 and is approximately 2.2 acres in size. Also includes providing weed/grass suppression around perimeter of basketball court area as described in General Provisions 6.

Area 6: Channel Run Town Park at 303 Channel Run Drive

It is identified by Craven County GIS with PIN 8-073-D-026 and is approximately 1.2 acres in size.

Area 7: Springdale Town Park on Barbara Drive

It is identified by Craven County GIS with PIN 8-205-3-00A and is approximately 1.15 acres in size.

Area 8: Medians

All of the median on Anchor Way.

Plantation Drive median from Gull Pointe southwest to intersection of Shoreline Drive.

Small median island beside 244 Shoreline Drive which is in center of cul-de-sac.

Median island from Shoreline Drive at Town Hall east to small bridge including the area behind the guard rail to Quarterdeck Rd. extending to the bulkhead and to the two concrete drainage swells.

Median island off Gangplank Road.

Median island on Lakemere Drive.

Islands (4) in Westchester in the cul-d-sacs of Carriage House Court and Esquire Court.

Area 9: Highway 17 Median

On a twenty-day cycle, mow Highway 17 median beginning at a location approximately 250 feet south of Shoreline Drive, to approximately 50 feet north of Norbury Drive at a point marked by the location of utility pole # RSL05.

Leaves:

Near the end of the Fall season, (at a time mutually agreed upon by the Public Works Director and the Contractor) all leaves are to be removed from the Towns' medians, Town Hall lawn and parking lot. All other areas can be mulched but must not be cast into roadways, waterways, or onto sidewalks.

Fertilizer

No fertilizer application is contemplated or approved by this contract.

WATER RESOURCES DEPARTMENT GRASS MAINTENANCE LOCATIONS

Area 1-W: Contains Well House No. 3, garage and water tower on at 25 Shoreline Drive near at intersection of Pirates Road.

This is a rectangular tract which has about 215 feet fronting Shoreline Drive and is approximately 330 feet deep. It is identified by Craven County GIS with PINs 8-201-024 and 8-200-066 and is approximately 1.5 acres in size.

Area 2-W: Lift Station on Bayswater Court

Median/island between 200 and 201 Bayswater Court. Edge median and trim any grass in cracks in street around median as needed.

Area 3-W: Well Site No. 1 at 52 Shoreline Drive

This is a triangular tract or lot. It is identified by Craven County GIS with PINs 8-201-058 and 8-201-014 and is approximately 0.65 acres in size

Area 4-W: Water Tower No. 2 at 1411 Plantation Drive

It is identified by Craven County GIS with PINs 8-200-3001 is approximately 1.2 acres in size.
Trim ditch on both ends of entrance driveway to tower.

**MOWING OPERATIONS THAT BORDER ON LAKES AND PONDS, STREETS AND
PARKING LOT AREAS**

In some areas there will be a ten (10) foot “buffer” of twelve-inch high grass that shall be maintained at this level. This cutting is to keep this “buffer area” managed and attractive.

In the areas of all ponds and drainage ways arrange mowing pattern so **clippings are cast up-slope**, and not into water.

In the areas by streets and parking lots, arrange mowing pattern so **clippings are cast into the grassy areas**, not the paved areas.

If necessary, review this operation with the Public Works Director for clarification.



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

LANDSCAPING

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ___ day of _____, 2022 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina (“Town”); and **K.A. JONES DESIGN AND MANAGEMENT** (“Contractor”).

WITNESSETH:

WHEREAS, the Town desires to employ Contractor for those matters contained in this Agreement and Contactor desires to render said services to Town.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

ARTICLE 1

Responsibilities of Contractor

1.1 During the term of this Agreement, and subject to the conditions and terms contained herein, Contractor agrees to provide those services, and other obligations as more fully set forth in Attachment “A”.

1.2 Contractor shall provide its services hereunder in a timely manner, using that degree of care and professionalism as exercised by similar entities providing such services.

1.3 Contractor shall, at its own expense, maintain and carry workers’ compensation, (if statutorily required), commercial general liability, and automobile liability insurance. Contractor shall provide the Town with Certificates of Insurance before services commence.

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.4 and Attachment “A”. To the extent there is any conflict between the provisions of Section 2.4 and Attachment “A”, Section 2.4 shall control.

2.2 Town shall provide reasonable assistance to Contractor in the performance of Contractor's duties contained herein.

2.3 Invoices submitted to Town by Contractor shall be due and payable no more than thirty (30) days after completion of the services described by this Agreement, subject to the Town's satisfaction, which shall not be unreasonably withheld.

2.4 In no event shall Town be required to reimburse Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency. Furthermore, in no event shall the compensation exceed \$ 14,940 unless a Change Order (C.O.) has been pre-approved by both parties.

2.5 The contract amount as stated in 2.4 above shall automatically change effective July 1 of each subsequent year beginning on July 1, 2023 at a rate equal to the Consumer Price Index (CPI) but not to exceed a maximum of 5% change, for all items for the South Region for the previous 12 months ending in March, 2023 and then each subsequent March, as published by the US Department of Labor, Bureau of Labor Statistics.

2.6 Cost and payments: \$ 14,940 per year (as stated in 2.4 above), payable in three equal payments based on the contract amount in effect at the time services were rendered, paid after the completion of the March, June and August clean-ups.

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2022** and ending **June 30, 2026**. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 60 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Contractor and its agents shall at all times act as an independent contractor practicing their profession and not as employees of the Town. Contractor and its agents shall not have any claim under this Agreement or otherwise against Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Indemnification; Limitation of Liability

5.1 To the extent allowed by law, each party shall defend, indemnify and hold harmless the other party from and against claims, damages, losses and expenses resulting from the negligent acts or omissions of malfeasance of the indemnifying party under this Agreement. The obligation of indemnity hereunder shall not include special, indirect, incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays or claims of customers or third parties for any damages, however caused, whether based on warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incidental or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

5.2 Notwithstanding anything herein, in no event shall a party be liable, under any circumstances, for special, indirect, incidental or consequential damages, whether in warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, including, but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers or other third parties for any damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incident or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

Notwithstanding anything herein, each party's aggregate liability for any and all claims whether in agreement, warranty, tort, negligence, strict liability, or any otherwise for any loss or damages arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

6.1 Contractor shall neither be liable for loss, damages, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) or terrorism, acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, including the Town, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or installation will be extended by a period equal to the delay plus a reasonable time to resume delivery or installation.

ARTICLE 7

Miscellaneous

7.1 **Entire Agreement; Modification:** This Agreement (including all exhibits and schedules attached hereto), contain all of the terms and conditions agreed to by the Parties, and no other contract, document or agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto or to vary any of the terms contained in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

7.2 **Severability:** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional

or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

7.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

7.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

7.5 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

7.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Notices and Communications. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand or by registered or certified mail or nationally recognized courier service (said notice being deemed given as of the date of receipt) at the following addresses:

For Town:

Delane Jackson
Town Manager
45 Shoreline Dr.
River Ben, NC 28562
Telephone: 252-638-3870

For Contractor:

Telephone:

Any party may change the address for such notice by giving written notice of such change of address to the other parties.

7.8 Governing Law and Venue. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of North Carolina and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement shall be brought in Craven County, North Carolina.

7.9 Non-Waiver. The failure or delay of any party to enforce or pursue any right or remedy existing pursuant to this Agreement shall not be deemed a waiver of such right or remedy and shall not limit such party's ability to pursue or enforce such right or remedy or any future right or remedy.

7.10 E-verify. Contractor will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, to the extent applicable. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by Town.

7.11 Iran Divestment. Contractor certifies that it is not listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

7.12 Israel Boycott. Contractor certifies that it has not been designated by the North Carolina State Treasurer as engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this certification.

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

TOWN OF RIVER BEND

**K.A. JONES
DESIGN AND MANAGEMENT**

By: _____
John R. Kirkland
Mayor

ATTEST:

Kristie Nobles
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ _____
Irving J. Van Slyke, Jr. Date
Finance Officer

ATTACHMENTS:
A – General Provisions

**LANDSCAPE MAINTENANCE CONTRACT
GENERAL PROVISIONS**

1. Perform a full clean-up on or before March 31 of each year to include mulching and weeding as described below.
2. Perform additional mid-season clean-ups as follows in order to maintain the appearance of the town's property: by the last Friday of April, May, June, July and August.
3. Clean up shall include removing trash, limbs, leaves, weeds, vines, and other debris from all shrub/flower beds, trees, and other property as described herein, and removing all such material from the site. Weeding shall mean removing weeds with their roots, and not cutting them near or at the surface or using appropriate pesticides designed to kill the weeds and/or any undesirable vegetation in compliance with the manufactures label.
4. Contractor shall notify the Director of Public Works at the beginning of each work cycle and submit an invoice detailing work performed at the end of each cycle to the Director of Public Works. The Public Works Director shall be responsible for ensuring that all invoiced work has been performed in an acceptable manner by the contractor. Any decisions made by the Public Works Director may be appealed to the Town Manager for final disposition.
5. Contractor warrants that it shall perform its services described in this Agreement in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or similar locality as the Agreement, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment and skill. Failure to timely perform, or to meet such standards, shall be sufficient grounds for Town to terminate this Agreement for cause. In the alternative, the Town may withhold any compensation due to Contractor until such standard is met and all terms of the Agreement are complied with by Contractor. Contractor will be responsible for replacing any damaged materials (vegetation) or structures resulting from or caused by his actions, negligence or failure to perform in a professional, competent manner.

Mulching/Weeding:

1. Weed and mulch flower beds surrounding Town Hall and Town Hall parking lot, including the center island in the Town Hall parking lot, the Memorial Garden adjacent to the gazebo and the bed adjacent to the playground and one (1) flower bed in dog park near statue. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
2. Weed and mulch shrubs, trees and shrub bed on **Municipal Building** grounds. This bed is to be mulched with pine straw. Mulching only to be done during the first clean-up of each year.
3. Weed and mulch shrub beds adjacent to the caboose in Town Commons. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year but only after weeding as defined in General Provisions is complete.
4. Remove vines, wildbrush, sweet gum sprouts, pine, oak, weeds, grasses etc., growing among Junipers along all berms, especially and specifically berms along Shoreline Drive from Lochbridge Drive to water tower and continuing to Brick Road. These areas to be mulched with pine straw.
5. Weed and mulch shrub beds at Public Works Office. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
6. Weed and mulch around large Wildwood Property sign at roadside. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
7. Edge and keep weed free three (3) flower beds in the Channel Run park
8. Weed and clean out wooded copses at the front entrance on both the pond and “wall” sign sides of Shoreline Drive.
9. Remove vines and weeds growing on any trees on Town property (including roadway medians/islands).

Pruning:

1. Prune all shrubs once per year in March, except azaleas, which are to be pruned one to two (1-2) weeks after flowering.
2. Remove suckers from all crepe myrtles on all Town property. This includes on the north side of Shoreline Drive (right side of road leaving Town); from Gentry Cove to Brick Road; south side of Shoreline Drive (left side of road leaving Town) between the roadside and the top of the berm from Town Hall to Old Pollocksville Road; the Plantation Drive median and any others. Crepe myrtles are not to be topped, shaped or pruned.
3. Trim all trees and shrubs around Town Hall including the island in the parking lot and the area adjacent to the playground. However, **no** pruning or trimming is to be done on shrubs and trees in that area marked as being the Memorial Garden.
4. Trim all trees and shrubs along Shoreline Drive (between the roadside and the top of the berm), and along roadway medians. Growth should not interfere with vehicular traffic or pedestrians. Medians included are as follows:
 - a. All of the median on Anchor Way.
 - b. Plantation Drive median from Gull Pointe southwest to intersection of Shoreline Drive.
 - c. Plantation Drive median from Shoreline Drive at Town Hall east to small bridge at the Quarterdecks.
 - d. Small median island beside 244 Shoreline Drive which is in center of cul-de-sac.
 - e. Median island off Gangplank Road
 - f. Islands (4) in Westchester

PROPOSED 2022-2023 LEAF & LIMB PICK-UP SCHEDULE

You MUST have your debris by the road BEFORE the pick-up date for your zone.

Zone 1 Debris Placement	Zone 1 Pick-Up Day
June 29 th , 2022	July 5 th , 2022
August 31 st , 2022	September 6 th , 2022
October 26 th , 2022	October 31 st , 2022
January 4 th , 2023 (Includes Christmas Trees)	January 9 th , 2023 (Includes Christmas Trees)
March 1 st , 2023	March 6 th , 2023
May 3 rd , 2023	May 8 th , 2023
Zone 2 Debris Placement	Zone 2 Pick-Up Day
July 6 th , 2022	July 11 th , 2022
September 7 th , 2022	September 14 th , 2022
November 2 nd , 2022	November 7 th , 2022
January 11 th , 2023	January 16 th , 2023
March 8 th , 2023	March 13 th , 2023
May 10 th , 2023	May 15 th , 2023

There are no pick-ups in the months of August 2022, October 2022, December 2022, February 2023, April 2023, and June 2023.

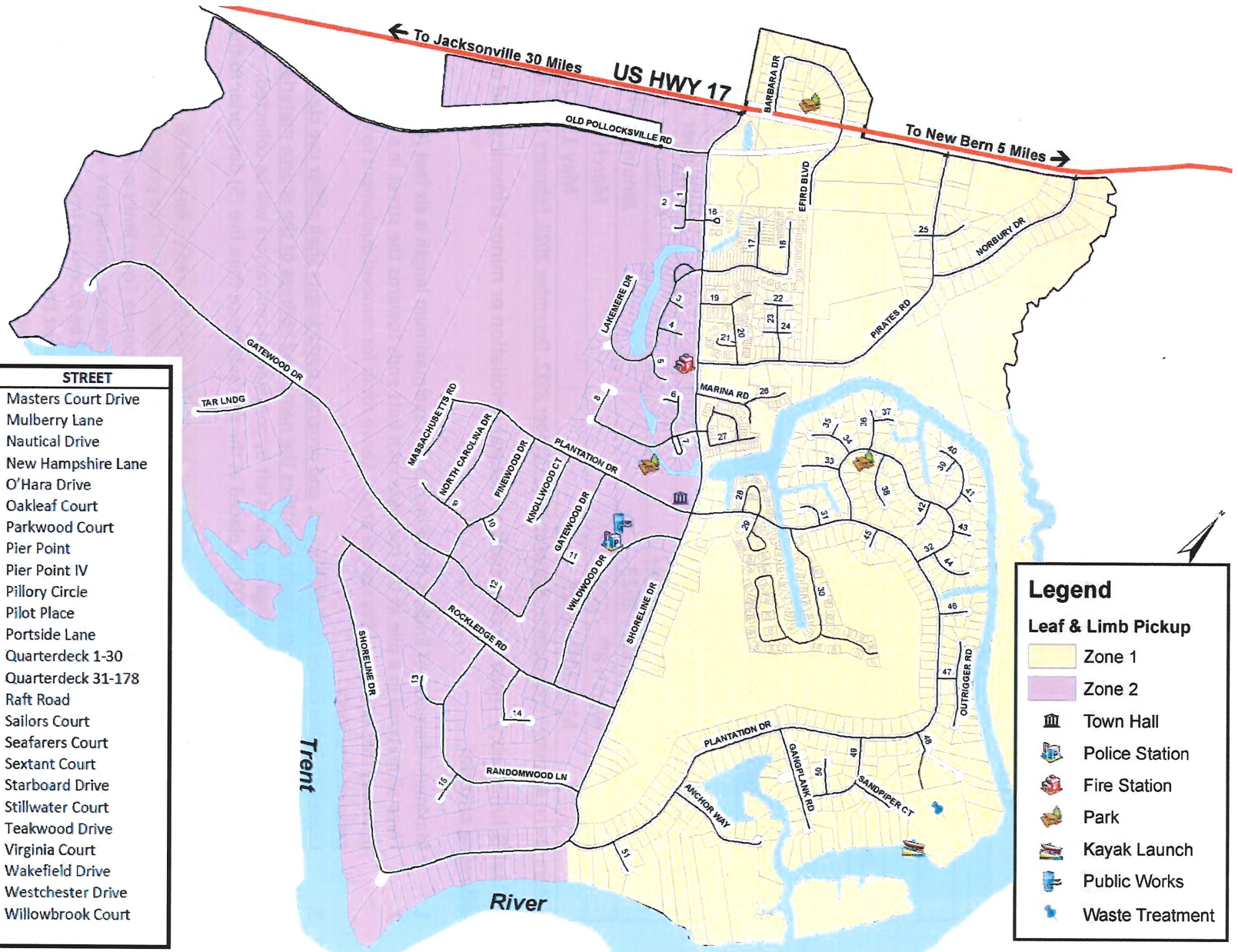
All leaf & limb debris must be the result of natural defoliation or minor trimming and must observe the following criteria:

1. Maximum diameter of limbs is three inches (3") and maximum length is six feet (6').
2. Place all material in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes, driveway tiles and any utility service areas. Leave room for removal equipment to work without harming adjacent grass or shrubbery.
3. Leaves and pine cones shall be bagged, and program participants shall either use clear plastic bags or shall affix a permanent label which clearly identifies the name and address of the source material.
4. No tree trunks, grass clippings or debris left by commercial contractors will be collected.
5. Leaf & limb material shall **NOT** be placed at the roadside more than five (5) days prior to the week of pick-up as shown on the schedule above.
6. **Pickup shall be done once per street per scheduled pick-up week. Any leaf & limb material placed on the roadside after a street has been cleaned shall be the responsibility of the property owner to clear immediately.**
7. Pick-ups will be provided to all properties within the corporate Town limits only. Leaf & limb pick-up shall not be provided for contractors, including general yard maintenance contractors working on a resident's property. Additionally, no more than one trailer load of material will be picked up from any one commercial enterprise, and all material for pick up from the commercial enterprise must be in one location.
8. Leaf & limb is defined as leaves, pine cones, and small tree and shrub limbs. It does not include construction material of any kind, trimmings from lot clearing, tree trunks, grass clippings or debris left by commercial contractors.
9. All debris placed upon the public right of way must be placed off the paved portion of the street, and must be placed in the right of way immediately adjacent to the property from which it originates. Debris may be placed in the right of way immediately adjacent to the property of others only with the express permission of the owner of the property.
10. Violation of these rules may subject violators to remedies described in the Town of River Bend Code of Ordinances, Section 1.01.999 General Penalty.



Town of River Bend

45 Shoreline Drive, River Bend, NC 28562-8970
 Phone: (252) 638-3870 Fax: (252) 638-2580



NUM	STREET	NUM	STREET
19	Ashley Place	17	Masters Court Drive
7	Bayswater Court	18	Mulberry Lane
12	Baywood Court	47	Nautical Drive
6	Bluff Court	9	New Hampshire Lane
34	Boatswain	20	O'Hara Drive
40	Bowline	14	Oakleaf Court
15	Brentwood Court	11	Parkwood Court
1	Canebrake Drive	27	Pier Point
35	Captains Cove	26	Pier Point IV
22	Carriage House Court	21	Pillory Circle
32	Channel Run	43	Pilot Place
45	Clipper Court	33	Portside Lane
39	Commander Circle	29	Quarterdeck 1-30
51	Compass Court	30	Quarterdeck 31-178
5	Courtney Lane	36	Raft Road
24	Esquire Court	31	Sailors Court
16	Gentry Cove	42	Seafarers Court
48	Gull Pointe	37	Sextant Court
28	Harbour Walk	38	Starboard Drive
50	Ketch Court	2	Stillwater Court
46	Knotline Road	49	Teakwood Drive
41	Lantern Lane	10	Virginia Court
4	Lauren Court	25	Wakefield Drive
8	Lochbridge	23	Westchester Drive
3	Margo Court	13	Willowbrook Court
44	Mariners Court		

Legend

Leaf & Limb Pickup

- Zone 1
- Zone 2
- Town Hall
- Police Station
- Fire Station
- Park
- Kayak Launch
- Public Works
- Waste Treatment

DRAFT

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE TOWN OF RIVER BEND**

BE IT ORDAINED by the Town Council of the Town of River Bend that the Town Code of Ordinances, Title III, Administration, Chapter 3.05, Board and Commissions, be amended as follows:

CHAPTER 3.05: BOARDS AND COMMISSIONS

Parks and Recreation Advisory Board

- 3.05.001 Establishment
- 3.05.003 Powers and duties
- 3.05.004 Composition and terms of office
- 3.05.005 Organization and procedures

Environment and Waterways Advisory Board

- 3.05.015 Establishment
- 3.05.016 Purpose
- 3.05.017 Powers and duties
- 3.05.018 Composition and terms of office
- 3.05.019 Organization and procedures

Planning Board

- 3.05.035 Establishment
- 3.05.036 Purpose
- 3.05.037 Powers and duties
- 3.05.038 Composition and terms of office
- 3.05.039 Organization and procedures

Community Appearance Commission

- 3.05.055 Establishment
- 3.05.056 Purpose
- 3.05.057 Powers and duties

3.05.058 Composition and terms of office

3.05.059 Organization and procedures

Advisory Board Appointments

4.05.001

Advisory Board Liaison

5.05.001

PARKS AND RECREATION ADVISORY BOARD

§ 3.05.001 ESTABLISHMENT.

A Parks and Recreation Advisory Board (the Board) is hereby created and established.

§ 3.05.002 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on parks and recreation issues to include, but not be limited to, town parks and recreation areas, safety matters in town parks and recreation areas, and recreational activities in town parks and recreation areas. The Board shall work on other issues assigned by the Council or Manager

§ 3.05.003 POWERS AND DUTIES.

The Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to parks and recreation issues.
- (B) At their request, assist the Council and/or Manager in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) The Board, at its discretion and operating within its budget, may organize and administer Council and/or Manager approved parks and recreational activities and events to serve the residents of River Bend. The Board may be asked to organize special events or activities by the Council and/or Manager.
- (F) By April 1st of each year, on a form provided by the town, the Board shall prepare and submit to the Town Manager a written Annual Report. The report shall be forwarded to the Town Council.

§ 3.05.004 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, to be appointed by the Council for 2-year staggered terms. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All members shall be residents of the town.
- (C) The Council may remove a Board member only by vote in an open meeting. A Board member who misses 3 consecutive meetings without being excused by the Board shall be considered to have resigned membership in the Board. The vacancy shall be filled as soon as practicable by the Council.

§ 3.05.005 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.
- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at all meetings. A written record of minutes of each meeting shall be kept by the Secretary or, in their absentee, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 5 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 5 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

ENVIRONMENT AND WATERWAYS ADVISORY BOARD

§ 3.05.015 ESTABLISHMENT.

An Environment and Waterways Advisory Board (the Board) is hereby created and established.

§ 3.05.016 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on environmental and waterways issues and to provide recommendations on waterways and environmental issues or concerns relating to use, preservation, conservation and protection of such resources within the town. The Board shall work on other issues assigned by the Council or Manager.

§ 3.05.017 POWERS AND DUTIES.

The Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to environmental and waterway issues.
- (B) At their request, assist the Council and/or Manager in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) The Board, at its discretion and operating within its budget, may organize and administer Council and/or Manager approved projects related to environmental and waterway activities and events to serve the residents of River Bend. The Board may be asked to organize special events or activities by the Council and/or Manager.
- (F) By April 1st of each year, on a form provided by the town, the Board shall prepare and submit to the Town Manager a written Annual Report. The report shall be forwarded to the Town Council.
- (G) To engage in activities to further public education and understanding of the importance of waterways and the environment to the community, and voluntary means by which these resources may be protected.

§ 3.05.018 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, to be appointed by the Council for 2-year staggered terms. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All members shall be residents of the town.
- (C) The Council may remove a Board member only by vote in an open meeting. A Board member who misses 3 consecutive meetings without being excused by the Board shall be considered to have resigned membership in the Board. The vacancy shall be filled as soon as practicable by the Council.

§ 3.05.019 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.
- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at all meetings. A written record of minutes of each meeting shall be kept by the Secretary or, in their absentee, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 5 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 5 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

PLANNING BOARD

§ 3.05.035 ESTABLISHMENT.

A Planning Board (the Board) is hereby created and established.

§ 3.05.036 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on planning and zoning issues to include, but not be limited to, establishment or revision of districts, regulation and restriction of the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land in accordance with G.S. § 160D-109. The Board shall work on other issues assigned by the Council or Manager.

§ 3.05.037 POWERS AND DUTIES.

Pursuant to G.S. § 160D-109, the Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to planning and zoning issues.
- (B) At their request, assist the Council and/or Manager in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) By April 1st of each year, on a form provided by the town, the Board shall prepare and submit to the Town Manager a written Annual Report. The report shall be forwarded to the Town Council.

§ 3.05.038 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, six (6) being appointed by the Council for 2-year staggered terms. The seventh member shall be a citizen living in the town's extraterritorial jurisdiction (ETJ) and shall be appointed by the Craven County Commissioners in accordance with G.S. § 160D-109. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All town-appointed members shall be residents of the town.
- (C) The Council may remove a town-appointed Board member only by vote in an open meeting. A Board member who misses 3 consecutive meetings without being excused by the Board shall be

considered to have resigned membership in the Board. The vacancy shall be filled by the Council as soon as practicable.

- (D) Only the Craven County Commissioners have the authority to remove the ETJ member from the Board. Any ETJ vacancy shall be filled by the Commissioners.
- (E) All members of the Board shall have equal rights, privileges and duties with regards to all matters within the town's planning and zoning jurisdiction.

§ 3.05.039 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.
- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at all meetings. A written record of minutes of each meeting shall be kept by the Secretary or, in their absence, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 5 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 5 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.

- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

COMMUNITY APPEARANCE COMMISSION

§ 3.05.055 ESTABLISHMENT.

A Community Appearance Commission (herein after, the Board) is hereby created and established.

§ 3.05.056 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on community appearance issues to include, but not be limited to, enhancing the appearance of the town, making recommendations for planting of trees, shrubs or other planting materials on town owned property including town right-of-ways, and any other matter that affects the overall appearance of the town. The Board shall work on other issues assigned by the Council or Manager.

§ 3.05.057 POWERS AND DUTIES.

The Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to community appearance issues.
- (B) At the request of the Council and Manager, assist in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) The Board, at its discretion and operating within its budget, may organize and implement Council and/or Manager approved projects related to community appearance. The Board may be asked to conduct special projects or activities by the Council and/or Manager.
- (F) By April 1st of each year, on a form provided by the town, the Board shall prepare and submit to the Town Manager a written Annual Report. The report shall be forwarded to the Town Council.

§ 3.05.038 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, to be appointed by the Council for 2-year staggered terms. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.

- (B) All members shall be residents of the town.
- (C) The Council may remove a Board member only by vote in an open meeting. A Board member who misses 3 consecutive meetings without being excused by the Board shall be considered to have resigned membership in the Board. The vacancy shall be filled as soon as practicable by the Council.

§ 3.05.059 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.
- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at the meeting. A written record of minutes of each meeting shall be kept by the Secretary or, in their absence, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 5 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 5 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

§ 4.05.001 APPOINTMENT TO BOARD

- (A) No appointment to fill a vacancy on an Advisory Board shall be made until the vacancy has been advertised for at least 2 weeks. Applicants are encouraged to attend the Council meeting where their consideration of appointment is scheduled, whereby they will be introduced to the Council.
- (B) The Town Council may give preference to minority applicants in order to promote diversity when selecting the membership of the committee
- (C) The following application procedure shall be followed by all applicants:
 - (1) Any person interested in appointment to an Advisory Board shall complete and submit an Advisory Board Application.
 - (2) Before being considered for appointment, an applicant must have attended at least 1 meeting of the Advisory Board they request to be appointed to.
 - (3) All applications for appointment will be reviewed by the Advisory Board. The Advisory Board shall consider all applicants and submit a recommendation for appointment to the Town Council.
 - (4) The Advisory Board Liaison shall submit the appointment recommendation to the Town Council.
- (D) Advisory Board members may resign at any time for any reason. All resignations must be immediately reported in writing or via email to the Town Manager by the Chair, or Liaison. Once a member's resignation becomes effective, that member may only be considered for reappointment following the procedure described herein.

Sections 3.05.075 through 3.05.079- Public Works Advisory Board shall be deleted

This Ordinance shall be in full force and effect upon its adoption

Adopted this the [redacted] day of [redacted], 2022

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

Advisory Board Ordinance

We have made a lot of progress to the revisions in the advisory board ordinance. This ordinance will be used for the foreseeable future and it should be applicable, relevant and non-redundant. Please consider the difference in the purpose of an ordinance from actions that are part of policy and procedures, which are more easily updated or modified when necessary.

3.05.003 Powers and Duties

(F) Annual report.

From experience, annual reports have not been an effective method to provide information to River Bend residents.

About ten years ago the members of the Town Council agreed that annual reports should no longer be required. Council members provide monthly updates and bring recommendations to Council meetings. The recommendations are documented in Council minutes, recorded on CTV and available to the public. Since then, social media has (apparently) become the preferred method to publicize information. If the intent is to inform residents, perhaps a Town of River Bend Facebook page should be created.

A better use of information would be to include a board's accomplishments from the previous year along with plans for the next year when the budget request is submitted in January. It doesn't require the creation of another form by the Town Manager who already has enough on his plate trying to submit grant applications for millions of dollars.

This section places a particular burden on a paid employee, Allison, who already documents in detail the actions of the Planning Board. Another report is redundant and takes time from her required duties.

An annual report was very unfavorably received by the members of all the boards and groups that I am liaison to as another unnecessary task. At a time when it is difficult enough to find willing unpaid workers – volunteers – this is off-putting.

Information necessary for budget purposes would be more appropriate in a policy and procedure manual.

3.05.005 Organizations and Procedures

(C) A draft copy of the minutes shall be provided to the Town Clerk within 5-10 business days of the meeting. (Third sentence from the bottom)

The additional time is requested by members of the boards that I serve. Their first request is to eliminate the submission of draft minutes in favor of a final, voted copy. In lieu of submitting a single copy, additional time is sought so the secretary can send the draft to the board members for review and corrections before being sent to the Town Clerk.

Submitted by Barbara Maurer
April 5, 2022



RIVER BEND TOWN COUNCIL AGENDA
Regular Meeting
April 21, 2022
River Bend Town Hall
7:00 p.m.

Pledge: Mayor Kirkland

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 March 10, 2022 Regular Council Meeting
Minutes of the March 17, 2022 Special Council 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. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Director
9. Environment and Waterways – Councilman Brian Leonard
 - A. EWAB Report
10. Planning Board – Councilman Buddy Sheffield
 - A. Planning Board Report
 - B. Board of Adjustment Report
11. Public Safety – Councilman Don Fogle
 - A. Community Watch
 - B. CERT

12. Parks & Recreation/CAC – Councilwoman Barbara Maurer
 - A. Parks and Rec Report
 - B. CAC Report
 - C. Organic Garden Report
 - D. Library Report

13. MAYOR'S REPORT – Mayor Kirkland

14. 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.

15. ADJOURNMENT