



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

June 9, 2022

River Bend Town Hall

5:00 p.m.

1. **VOTE** – Approval of Agenda
2. PUBLIC HEARING – FY 2022-2023 Proposed Budget
3. DISCUSSION / **VOTE** – Planning Board Recommendation on Re-Zoning Request and Establish Date for Public Hearing
4. DISCUSSION – Planning Board Recommendation on Special Use Permit Request
5. DISCUSSION – Planning Board Recommendation on Short-term Rentals
6. **VOTE** – Statewide Mutual Aid Agreement
7. DISCUSSION – Advisory Board Appointments
8. DISCUSSION – Advisory Board Ordinance Amendment
9. CLOSED SESSION – NCGS §143-318.11(a)(3)(6)
10. REVIEW AGENDA – Nobles

Pledge: Van Slyke



**TOWN OF RIVER BEND
ANNUAL OPERATING BUDGET ORDINANCE
FISCAL YEAR 2022 - 2023**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Summary

General Fund	1,870,931
General Capital Reserve Fund	60,060
Law Enforcement Separation Allowance Fund	13,525
Water Fund	594,500
Water Capital Reserve Fund	172
Sewer Fund	669,500
Sewer Capital Reserve Fund	8
Total	<hr/> 3,208,696

Section 1. **General Fund**

Anticipated Revenues

AD VALOREM Taxes 2022-2023	721,710
AD VALOREM Tax-Motor Vehicle	92,300
Animal Licenses	2,000
Sales Tax 1% Article 39	177,124
Sales Tax 1/2% Article 40	102,899
Sales Tax 1/2% Article 42	88,586
Sales Tax Article 44	11,613
Sales Tax Hold Harmless Distribution	99,000
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	91,000
Beer and Wine Tax	13,225
Video Programming Sales Tax	50,743
Utilities Franchise Tax	108,963
Telecommunications Sales Tax	8,140
Court Refunds	500
Zoning Permits	5,000
Miscellaneous	10,000
Interest- Powell Bill Investments	50
Interest-General Fund Investments	500
Contributions	421
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Fixed Assets	15,000
Transfer From Capital Reserve Fund	33,000
Appropriated Fund Balance	<hr/> 200,813
Total	1,870,931

Section 1. **General Fund (continued)**

Authorized Expenditures

Governing Body	30,400
Administration	279,600
Finance	119,000
Tax Listing	11,600
Legal Services	24,000
Elections	1,000
Police	587,200
Public Buildings	102,300
Emergency Services	3,700
Animal Control	14,600
Street Maintenance	193,000
Public Works	177,500
Leaf & Limb and Solid Waste	51,000
Stormwater Management	43,100
Wetlands and Waterways	2,900
Planning & Zoning	51,300
Recreation & Special Events	7,600
Parks & Community Appearance	79,700
Contingency	17,930
Transfer To General Capital Reserve Fund	60,000
Transfer To L.E.S.A. Fund	13,500
Total	<u>1,870,931</u>

Section 2. **General Capital Reserve Fund**

Anticipated Revenues

Contributions from General Fund	60,000
Interest Revenue	<u>60</u>
Total	60,060

Authorized Expenditures

Transfer to General Fund	33,000
Future Procurement	<u>27,060</u>
	60,060

Section 3. **Law Enforcement Separation Allowance Fund**

Anticipated Revenues:

Contributions from General Fund	13,500
Interest Revenue	<u>25</u>
Total	13,525

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	<u>13,525</u>
Total	13,525

Section 4. **Water Fund**

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	209,332
Utility Usage Charges, Classes 3 & 4	10,525
Utility Usage Charges, Class 5	13,183
Utility Usage Charges, Class 8	3,519
Utility Customer Base Charges	277,253
Hydrant Availability Fee	20,130
Taps & Connections Fees	1,250
Nonpayment Fees	10,500
Late payment Fees	7,707
Interest Revenue	435
Sale of Capital Asset	0
Appropriated Fund Balance	40,665
Total	594,500

Authorized Expenditures

Administration & Finance [1]	467,000
Operations and Maintenance	124,000
Transfer To Fund Balance for Capital Outlay	3,500
Transfer To Water Capital Reserve Fund	0
Total	594,500

[1] Portion of department for bond debt service: 146,416

Section 5. **Water Capital Reserve Fund**

Anticipated Revenues

Contributions From Water Operations Fund	0
Interest Revenue	172
Total	172

Authorized Expenditures

Future Expansion & Debt Service	172
---------------------------------	-----

Section 6. **Sewer Fund**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	257,727
Utility Usage Charges, Classes 3 & 4	23,194
Utility Usage Charges, Class 5	29,053
Utility Usage Charges, Class 8	6,836
Utility Customer Base Charges	294,601
Taps & Connection Fees	1,250
Late payment Fees	7,948
Interest Revenue	703
Sale of Capital Asset	0
Appropriated Fund Balance	48,188
Total	<hr/> 669,500

Authorized Expenditures:

Administration & Finance [2]	455,000
Operations and Maintenance	211,000
Transfer to Fund Balance for Capital Outlay	3,500
Transfer to Sewer Capital Reserve Fund	0
Total	<hr/> 669,500

[2] Portion of department for bond debt service: 126,434

Section 7. **Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	0
Interest Revenue	8
Total	<hr/> 8

Authorized Expenditures:

Future Expansion & Debt Service	8
---------------------------------	---

Section 8. **Levy of Taxes**

There is hereby levied a tax at the rate of twenty-six cents (\$0.26) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2022-2023" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$278,500,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.67%. The estimated collection rate is based on the fiscal year 2020-2021 collection rate of 99.67% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$35,500,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

Section 9. **Fees and Charges**

There is hereby established, for Fiscal Year 2022-2023, various fees and charges as contained in Attachment A of this document.

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

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

Section 11. **Classification and Pay Plan**

Cost of Living Adjustment (COLA) for all Town employees shall be 5.0% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.

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

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2022-2023 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

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

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

Adopted this 16th day of June, 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

TO: River Bend Town Council

FROM: Town Manager

RE: Rezoning Request

DATE: June 7, 2022

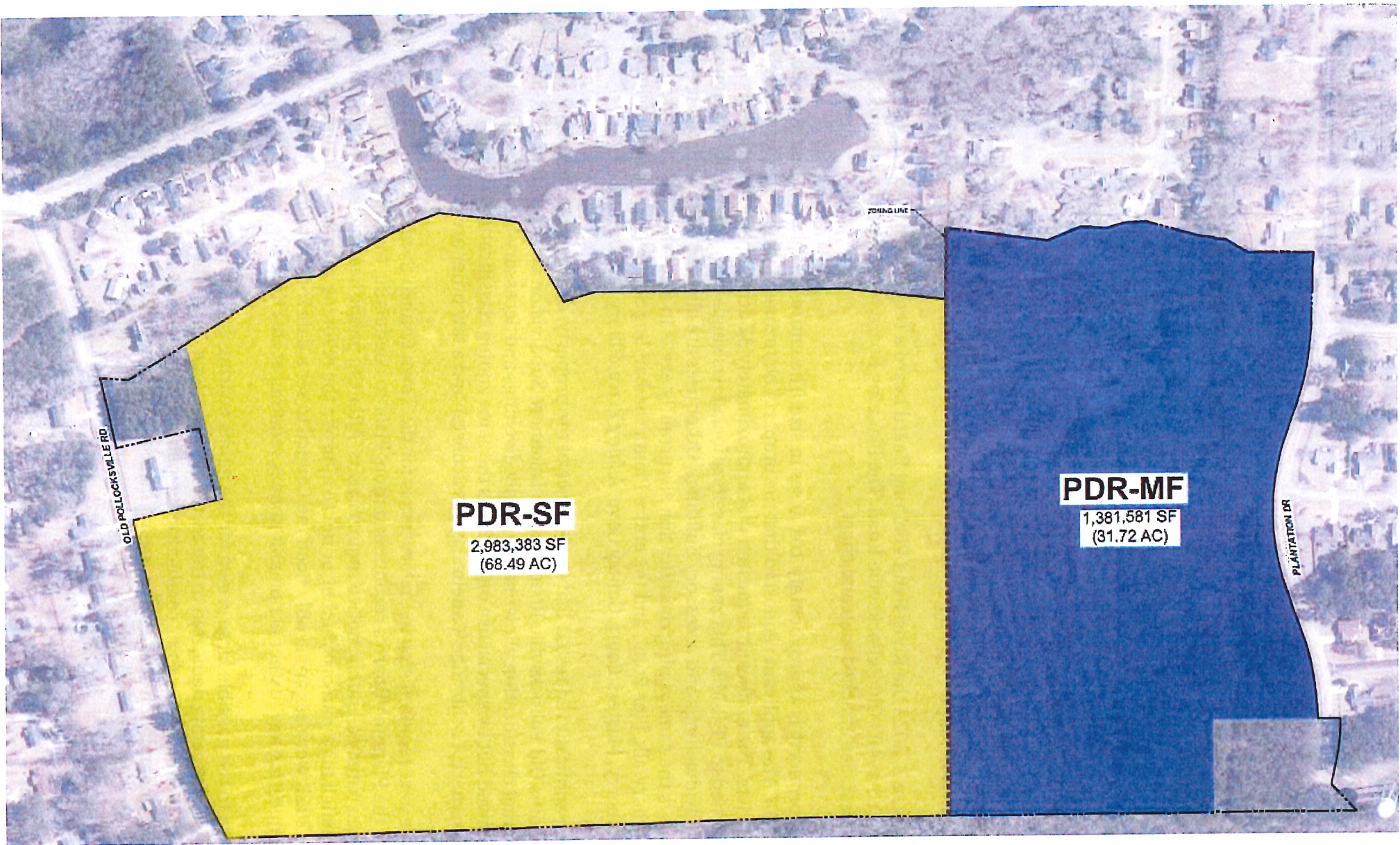
On June 2, 2022 the River Bend Planning Board heard a request for rezoning of property located at 403 Old Pollocksville Road. The Planning Board recommended approval of the request. See attached map and chart.

The property is approximately 101 acres in size. The entire parcel is currently zoned R-20A. The applicant requested that the property be rezoned into 2 separate zoning districts. The applicant requested that approximately 32 acres near Plantation Drive be rezoned to PDR-MF. This zoning classification allows single family, 2-family and multi-family dwellings and accessory buildings. Other uses are allowed but by special use only. This is the same zoning classification as currently exists in all of the Quarterdecks, Harborwalk, Pier Point, and the entire Plantation Landing Subdivision, which includes, Mulberry, Masters Court, Gentry Cove, Ashley Place, Pillory and O'Hara.

The applicant requested that the balance of the property, or approximately 68 acres, which adjoins Old Pollocksville Road and the Lakemere Subdivision be rezoned to PDR-SF. This zoning classification allows single family dwellings and accessory buildings. Other uses are allowed but by special use only. This is the same zoning classification as currently exists in Lakemere, Lochbridge, Canebrake, Westchester and a few other areas.

The next required step in the process is for the Town Council to conduct a public hearing on the Planning Board's recommendation. Prior to conducting the public hearing, the town must satisfy all public notice requirements. After the public hearing is conducted, the Town Council may vote on whether or not to approve the rezoning recommendation. For the June 9, 2022 work session, I only need the Council to set a date for the public hearing. I am not requesting any further action and none is required at this time.

Due to the possible large crowd for the public hearing, I recommend conducting it at a special meeting dedicated to the rezoning issue alone. That will allow all of the focus to be on this item alone. After conducting the public hearing, the Council may vote on the recommendation at the same special meeting. I recommend conducting the special meeting in July but only after July 15. I need enough time to satisfy the notice requirements.



PDR-SF
2,983,383 SF
(68.49 AC)

PDR-MF
1,381,581 SF
(31.72 AC)

OLD POLLOCKSVILLE RD

PLANTATION DR

ZONING LINE

§ 15.02.124 DISTRICT USE REGULATIONS.

For convenience in the administration of this chapter, there hereby is established and made a part of this chapter the following schedule of district use regulations.

SCHEDULE OF DISTRICT USE REGULATIONS									
KEY:									
P – Use permitted by right									
SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board									
Blank/Unlisted – Prohibited use									
Use	R20/ R20A	R15	PDR-SF	PDR-MF	ID	BD	BD-PD	AGR	Parking Code*
Accessory Building	P	P	P	P	SU	SU	SU	P	
Adult Day Care					P	P	P		G
Bakery, Retail						P	P		G
Financial Services						P	P		G
Barber Shop/Beauty Shop						P	P		G
Boats and Trailer Sales						SU	SU		G
Cabinet, Woodworking or Upholstery Shops						P	P		G
Child Day Care						SU			
Churches	SU	SU	SU	SU	P	SU	SU		E
Clubs and Lounges, Private					P	SU	SU		F
Clothing Store						P	P		G
Computer Sales and Service						P	P		G
Dairy Bar and Ice Cream Parlors						P	P		G
Drug Store						P	P		F
Dry Cleaners/Drop Off/Pick Up Only						P	P		G

SCHEDULE OF DISTRICT USE REGULATIONS

KEY:

P – Use permitted by right

SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board

Blank/Unlisted – Prohibited use

Use	R20/ R20A	R15	PDR-SF	PDR-MF	ID	BD	BD-PD	AGR	Parking Code*
Dwellings, Single-Family	P	P	P	P		SU			A
Dwellings, 2-Family				P		SU			A
Dwellings, Multi-Family				P		SU			A
Fire Department Buildings	SU	SU	SU	SU	SU	SU	SU		F
Fitness Center						P	P		G
Florists/Gift Shop						P	P		G
Furniture Store						P	P		G
Golf Course	SU	SU	SU	SU	P	SU	SU		F
Grocery Store						P	P		G
Hardware Sales						P	P		G
Home Occupations	P	P	P		P				G
Jewelry and Watch Repair						P	P		G
Libraries	SU	SU	SU	SU		P	P		G
Marina						P			G
Nursing Home and Rest Home					P				G
Office for Business, Professional and Personal Services						P	P		G
Pet Shops (excluding Veterinary Services)						P	P		G

SCHEDULE OF DISTRICT USE REGULATIONS

KEY:

P – Use permitted by right

SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board

Blank/Unlisted – Prohibited use

Use	R20/ R20A	R15	PDR-SF	PDR-MF	ID	BD	BD-PD	AGR	Parking Code*
Pharmacy						P	P		G
Photo Shop/Supply						P	P		G
Police Station	SU	SU	SU	SU	SU	SU	SU		F
Public Enterprise**	SU	SU	SU	SU		SU	SU		F
Public Utility	SU	SU	SU	SU	SU	SU	SU		F
Restaurants					P	P	P		F
Schools	SU	SU	SU	SU	SU				F
Service Station						SU	SU		J
Shoe Sales and Repair						P	P		G
Sporting Goods Sales						P	P		G
Storage Rental Units/Areas						P	P		G
Travel Agency						P	P		G
Utility Tanks, Pumps, Electrical Substations & Related Services	SU	SU	SU	SU	SU	SU	SU	SU	
Wholesale and/or Retail Janitorial Sales & Services						SU	SU		F
Youth Center					P	P	P		G

*Parking code described in §15.02.080

** As defined by G.S. § 160A-311



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

TO: River Bend Town Council

FROM: Town Manager

RE: Special Use Request

DATE: June 7, 2022

On June 2, 2022 the River Bend Planning Board heard a request for the issuance of a Special Use Permit for the construction of a Public Works Facility at 1405 Plantation Drive. The Planning Board approved the request. It will be sent to the River Bend Board of Adjustment for final consideration. That meeting is scheduled for June 28, 2022 at 6 pm at Town Hall.



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

TO: River Bend Town Council

FROM: Town Manager

RE: Short-term Rentals

DATE: June 7, 2022

On June 2, 2022 the River Bend Planning Board discussed the topic of short-term rentals. The Board directed the staff to draft ordinance language that would prohibit short-term rentals in River Bend. The staff will work with the Town Attorney to develop such guidelines for the Planning Board to consider.

Craven County



Stanley Kite, Director
Ira Whitford, Asst. Director

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

MEMORANDUM

Emergency Services

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

FROM: Stanley Kite, Emergency Services Director

SUBJ: Statewide Mutual Aid Agreement

DATE: May 19, 2022

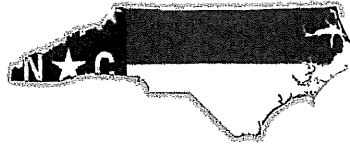
I have been asked by the North Carolina Department of Crime Control and Public Safety Division of Emergency Management to get the Local Governments in Craven County to update the Statewide Emergency Management Mutual Aid Agreement annually.

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

I would like to have the original documents back after they are signed so I can present them to the Division of Emergency Management. I hope to have all these agreements in before July 1, 2022 so we can all be better prepared for any disaster. Again if I can assist you in this matter please call me at 252-636-6608 or you can email me at skite@cravencountync.gov.

Thank you for your attention in this matter.





NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2021

FOR THE TOWN OF RIVER BEND

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

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

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

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

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

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

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

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

SECTION I. DEFINITIONS

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

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

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

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

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident.

"Emergency Area" The geographical area covered by a state of emergency.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

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

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

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

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

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

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

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

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

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

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

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

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

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

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

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

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

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

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

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

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

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

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
 2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
 3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
 4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)
- Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

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

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

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

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

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

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

SECTION VII. REIMBURSEMENTS

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

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

Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

B. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

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

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

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

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

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

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

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

employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

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

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

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

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

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

SECTION XIII. AMENDMENTS

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

the Recipient and Provider.

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

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

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

SECTION XV. HEADINGS

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

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

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

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

SECTION XVII. EFFECTIVE DATE

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

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

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

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary Department of
Public Safety Date:

BY:

William C. Ray, Director Division of
Emergency Management Date:

BY: _____

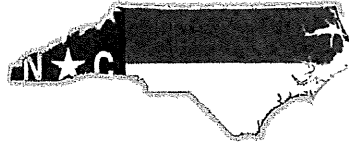
WITNESS: _____

Chief Executive Officer/Local
Government Name: John Kirkland
Title: Mayor
Name of Unit: Town of River Bend
Date:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety
Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE: TOWN OF RIVER BEND

MAILING ADDRESS:

45 Shoreline Drive

River Bend NC 28562

DATE:

PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

CURRENT APPOINTED BOARD/COMMISSION MEMBERS & TERM EXPIRATION DATES

	Original Appointment	Reappointed Date	Term Expiration
--	-------------------------	---------------------	--------------------

PLANNING BOARD (PB)

2 year term - 1st Thursday Every Month

Council Member Liaison: Buddy Sheffield (alt Maurer)

Keith Boulware	7/18/2001	7/1/2021	6/30/2023
Kathleen Fleming	8/12/2021	8/12/2021	6/30/2023
Kelly Forrest (ETJ)*	12/15/1999	9/4/2020	9/4/2022
Robert Kohn	1/29/2017	7/1/2019	6/30/2022
Kelly Latimer	11/15/2012	7/1/2021	6/30/2023
Egon Lippert (chair)	2/20/2014	7/1/2020	6/30/2022
Linda Cummings	8/12/2021	8/12/2021	6/30/2022

PARKS & RECREATION BOARD (P&R)

2 year term - 1st Wednesday

Council Member Liaison: Barbara Maurer (alt Leonard)

Mary Dwyer	2/21/2013	7/1/2020	6/30/2022
Janet Nawojski (chair)	11/16/2017	7/1/2021	6/30/2023
Lawrence Fischer	3/17/2022	3/17/2022	6/30/2023
Pat Lineback	8/20/2020	8/20/2020	6/30/2022
Vacant			6/30/2022
Ellen Serra	7/15/2021	7/15/2021	6/30/2022
Gloria Kelly	4/15/2021	7/1/2021	6/30/2023

COMMUNITY APPEARANCE COMMISSION (CAC)

2 year term - 3rd Wednesday (Jan, March, May, June, Sept, Nov)

Council Member Liaison: Barbara Maurer (alt Leonard)

Brenda Hall (chair)	2/18/2021	2/18/2021	6/30/2022
Lona Farula	5/19/2011	7/1/2021	6/30/2023
Meg Williams	8/16/2018	10/14/2021	6/30/2022
Donna Perry	4/14/2022	4/14/2022	6/30/2023
Vacant			6/30/2022
Vacant			6/30/2022
Nancy Dell'Aria	7/1/2019	6/17/2021	6/30/2023

ENVIRONMENTAL/WATERWAYS ADVISORY BOARD (EWAB)

2 year term - 1st Monday Every Month

Council Member Liaison: Brian Leonard (alt Sheffield)

Patty Leonard	12/12/2019	7/1/2020	6/30/2022
R. Karl Lichty	10/15/2015	7/1/2021	6/30/2023
James Stevens (chair)	8/15/2007	7/1/2020	6/30/2022
Raymond Jaklitsch	1/18/2018	7/1/2020	6/30/2022
Jon Hall	6/18/2020	7/1/2021	6/30/2023
Mary Holihan	12/12/2019	7/1/2020	6/30/2022
Paige Ackiss	12/12/2019	7/1/2021	6/30/2023

Yellow =
positions
that
expire on
June 30, 2022.

CURRENT APPOINTED BOARD/COMMISSION MEMBERS & TERM EXPIRATION DATES

	Original Appointment	Reappointed Date	Term Expiration
BOARD OF ADJUSTMENT			
3-Year Term (G.S. '160A-388)			
<i>Council Member Liaison: Buddy Sheffield</i>			
Chris Barta	6/18/2015	7/1/2021	6/30/2023
Kelly Forrest (ETJ)*	12/15/1999	8/31/2019	8/31/2022
Cinda Hill	4/21/2016	7/1/2019	6/30/2022
Patty Leonard	11/16/2017	7/1/2021	6/30/2023
Paige Ackiss	6/17/2021	7/1/2021	6/30/2022
Helmut Weisser	6/18/2015	7/1/2019	6/30/2022
ALT - Rick Fisher (ETJ)*	7/1/2016	7/1/2019	6/30/2022
ALT - Jon Hall (Town)	2/10/2022	2/10/2022	6/30/2023

AUDIT COMMITTEE

Effective 10/14/21 - comprised of people who hold various positions plus 1 resident

Chairman: Finance Officer - Irving Van Slyke	7/1/2021	6/30/2023	
Deputy Finance Officer - Brian Leonard	* 7/1/2021	6/30/2023	
Finance Director - Mandy Gilbert	7/1/2021	6/30/2023	
Town Manager - Delane Jackson	7/1/2021	6/30/2023	
Town Resident - Janet Westgate	6/17/2021	7/1/2021	6/30/2023

Councilwoman Maurer has requested that the yellow highlighted language be deleted and the grey highlighted language be added in the Advisory Board Ordinance.

That will change the amount of days to prepare draft minutes from 5 to 10.

§ 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 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 10 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 10 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.

§ 143-318.11. Closed sessions.

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
 - (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
 - (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
 - (10) To view a recording released pursuant to G.S. 132-1.4A.
- (b) Repealed by Session Laws 1991, c. 694, s. 4.
- (c) Calling a Closed Session. – A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.
- (d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b); 2014-79, s. 9(a); 2016-88, s. 3.)



RIVER BEND TOWN COUNCIL AGENDA

Regular Meeting

June 16, 2022

River Bend Town Hall

7:00 p.m.

Pledge: Van Slyke

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 May 12,, 2022 Work Session

Minutes of the May 19, 2022 Regular 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. Public Safety – Councilman Don Fogle
 - A. Community Watch
 - B. CERT
9. Parks & Recreation/CAC – Councilwoman Barbara Maurer
 - A. Parks and Rec Report
 - B. CAC Report
 - C. Organic Garden Report
 - D. Library Report
10. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Director

11. Environment and Waterways – Councilman Brian Leonard
A. EWAB Report

12. Planning Board – Councilman Buddy Sheffield
A. Planning Board Report
B. Board of Adjustment Report

13. Public Safety – Councilman Don Fogle
A. Community Watch
B. CERT

14. MAYOR'S REPORT – Mayor Kirkland

15. 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.

16. ADJOURNMENT