



**RIVER BEND TOWN COUNCIL
AGENDA
Regular Meeting
November 17, 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
 - A. Chapter 15.02 of the Town's Zoning Ordinance – Short-term Rentals
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 October 13, 2022 Work Session

Minutes of the October 20, 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
 - E. Planning Board Report (for Councilman Sheffield)

10. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Director
 - B. **VOTE** – Finance Officer Appointment
11. Environment and Waterways – Councilman Brian Leonard
 - A. EWAB Report
 - B. **VOTE** - WWTP Enhancements Engineering Services Agreement
 - C. **VOTE** - Water AIA Agreement
 - D. **VOTE** - Sewer AIA Agreement
12. Planning Board – Councilman Buddy Sheffield
 - A. Board of Adjustment Report
 - B. **VOTE** – Short-term Rentals
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

Town of River Bend

Public Hearing Policy

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 are typically 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 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 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 inquiries 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 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 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 April 14, 2022

NOTICE OF PUBLIC HEARING

The Town Council of the Town of River Bend will conduct a public hearing on November 17, 2022 to gather public comments on proposed amendments to Chapter 15.02 of the Town's Zoning Ordinance regulating short-term rentals. The public hearing will begin at 7 p.m. at Town Hall, located at 45 Shoreline Drive, River Bend, NC. A copy of the proposed amendments are available from the Zoning Department or they can be viewed online by visiting the town's web page at www.riverbendnc.org and clicking on the "Proposed Ordinance Amendments" tab. The town's rules for conducting a public hearing will be followed.

ITEM 5

Note- The proposed amendments are highlighted in yellow. If this amendment is approved, short-term rentals will be permitted in districts marked with a "P" beside the "Tourist Home" line in the Schedule of District use Regulations.

§ 15.02.020 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY USE. A use customarily incidental and subordinate to the principal use of land or building, and located on the same lot with the principal use.

ADULT DAY CARE CENTERS. Adult day care centers shall comply with G.S. § 131D-6, which governs the inspection, licensing and certification of adult day care programs.

ALLEY. Privately or publicly owned right-of-way, primarily for service access to the back or side of abutting property, and not intended for general traffic circulation.

BUFFERING. Landscaping or other architectural measures to screen dissimilar uses from adjoining properties or private developments that abut the street right of way. Refer to §§ 15.02.220 et seq.

BUILDING. Any structure enclosed and isolated by exterior walls constructed or used for residence, business, industry or other public or private purposes, or accessory thereto, and including mobile homes and unattached carports consisting of a roof and supporting members, and similar structures whether stationary or movable, built in accordance with the North Carolina State Building Code and manufactured homes built in accordance with the HUD Code.

BUILDING, ACCESSORY. A subordinate building on the same lot as the principal building, consisting of walls or supporting members and a roof, the use of which is customarily incidental to the use of a principal building on the same lot.

BUILDING, PRINCIPAL/MAIN. A building in which is conducted the principal or main use of the lot on which it is located. Principal and main are synonymous here and in all other usage throughout the code.

BUILDING SETBACK LINE. A line parallel to the front property line in front of which no structure shall be erected.

CHILD DAY CARE CENTERS AND NURSERIES. Child day care centers or nurseries shall comply with the G.S. § 110, Article 7, which governs the licensing of day care facilities.

COMMERCIAL USE. Any use permitted by this chapter in a commercial district.

COMMERCIAL VEHICLE. A vehicle:

- (1) With lettering or signage indicating use for commercial purposes; or
- (2) In excess of ½ ton load capacity of a type customarily used for commercial purposes.

CONDITIONAL ZONING. A legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment.

COUNTY. Craven County, North Carolina.

DIMENSIONAL NON-CONFORMITY. A non-conforming situation that occurs when the height, size, or minimum floor space of a structure or the relationship between an existing building or buildings and other

buildings or lot lines does not conform to the regulations applicable to the district in which the property is located.

DWELLING. A building or portion thereof designed, arranged or used for permanent living quarters for 1 or more families. The term **DWELLING** shall not be deemed to include a motel, hotel, tourist home or any structures designed for transient residence.

DWELLING, MULTIPLE. A building, including an apartment house, or portion of 1 used or designed as a residence for 3 or more families living independently of each other and doing their own cooking therein.

DWELLING, SINGLE-FAMILY. A building used or designated as a residence for a single family.

DWELLING, 2-FAMILY. A building or portion thereof used or designed as a residence for 2 families living independently of each other and doing their own cooking therein.

ELEVATION. In relation to mean sea level, new construction shall have the minimum elevation no less than 10.5 feet to the floor joist or no less than 11 feet to the lowest habitable floor, whichever is more restrictive.

FAMILY. One or more persons occupying a single family dwelling unit, provided that, unless all members are related by blood or marriage, no family shall contain more than 5 persons.

FRONT LOT LINE. The line of a lot contiguous with the street right-of-way.

IMPERVIOUS SURFACE. Any surface which because of its material or composition or compacted nature impedes or prevents natural infiltration of storm water into the soil. Impervious surfaces include, but are not limited to, roofs, roof extensions, patios, balconies, decks (except wood slotted decks), athletic courts, swimming pools (excluding the water area of swimming pool), streets, parking areas, driveways, sidewalks, and any concrete, stone, brick, asphalt, or compacted gravel surface.

Added 03/18/10

INCIDENTAL HOME OCCUPATION. Any use conducted entirely within a dwelling and carried on by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes. See § 15.02.067.

INSTITUTIONAL USE. Any use permitted by this chapter in an institutional district.

JUNKYARD. Any land or area used, in whole or in part, for commercial storage and/or sale of waste paper, rags or scrap metal, and including commercial storage of inoperative motor vehicles and boats, and dismantling of vehicles or machinery.

LOT.

- (1) A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership, or occupied or intended for occupancy by a principal building, together with its accessory buildings, including the open space required under this chapter.
- (2) For the purpose of this chapter, **LOT** shall mean any number of contiguous lots of record for location of 1 principal building and its accessory buildings.

LOT, CORNER.

- (1) A lot which occupies the interior angle of the intersection of 2 street rights-of-way which make an angle of more than 45 degrees and less than 135 degrees with each other.
- (2) A **CORNER LOT** shall be deemed to have 2 front yards (1 contiguous with each street right-of-way), 1 side yard and 1 rear yard; provided, however, that for a **CORNER LOT** of record prior to 12-19-1990, the

minimum side yard requirements for the main building shall be applicable to the front yard which is opposite the side yard.

- (3) The owner shall be required to specify which is the side yard and which is the rear yard in his application for an initial zoning permit.

LOT DEPTH. The depth of a lot is the distance measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the rear lot line.

LOT OF RECORD. A lot which is part of a subdivision, a plat of which has been recorded in the office of the Register of Deeds of Craven County prior to the adoption or applicable amendment of this chapter, or a lot described by metes and bounds, the description of which has been recorded prior to the adoption or applicable amendment of this chapter.

LOT WIDTH. The distance between the side lot lines as measured at the building line.

LOW IMPACT DEVELOPMENT (LID). Low Impact Development (LID) is a design strategy with the goal of maintaining or replicating the pre-development hydrologic regime through the use of design techniques to create a functionally equivalent hydrologic site design. Hydrologic functions of storage, infiltration and ground water recharge, as well as the volume and frequency of discharges are maintained through the use of integrated and disturbed micro-scale stormwater retention and detention areas, reduction of impervious surfaces, and the lengthening of run-off flow paths and flow time. Other strategies include the preservation/protection of environmentally sensitive site features such as riparian buffers, wetlands, steep slopes, valuable (mature) trees, floodplains, woodlands, and highly permeable soils.

Added 06/18/2009

MAJOR RECREATIONAL EQUIPMENT. A boat, boat trailer, or any form of mobile camping equipment.

MANUFACTURED HOME.

- (1) As provided in G.S. § 143-145(7), or any successor statutory definition.
- (2) In the event that G.S. § 143-145(7) is repealed with no successor statutory definition, the term **MANUFACTURED HOME** shall mean a structure, transportable in 1 or more sections, which, in the traveling mode, is 8 feet or more in width or is 40 feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes plumbing, heating, air conditioning and electrical systems contained therein.
- (3) Notwithstanding anything to the contrary hereinabove, for purposes of this chapter, the term **MANUFACTURED HOME** shall also include an on-frame modular home as defined herein, but shall not include an off-frame modular home as defined herein.

MANUFACTURED HOME OVERLAY AREA. Lots 21 to 41 of Piner Estates, as shown on the Town of River Bend Map #8-205-1.

NON-CONFORMING LOT. A lot existing at the effective date of this chapter that does not meet the minimum area and dimensional requirements of the zoned area in which the lot is located.

NON-CONFORMING PROJECT. Any structure, development, or undertaking that is incomplete at the effective date of this chapter and would be inconsistent with any regulation applicable to the district in which it is located if completed as proposed or planned.

NON-CONFORMING USE. A non-conforming situation that occurs when property is used for a purpose or in a manner made unlawful by the use regulations applicable to the zoned area in which the property is located. The term also refers to the activity that constitutes the use made of the property.

OFF-FRAME MODULAR HOME. A structure that is designed to be used as a dwelling, is manufactured in accordance with the specifications of modular homes under the North Carolina State Residential Building Code, and bears a seal or label issued by the Department of Insurance pursuant to G.S. § 143-139.1, is composed of components substantially assembled in a manufacturing plant, and which is not transported to its site on an integral/permanent chassis.

ON-FRAME MODULAR HOME.

- (1) A factory-built structure that is designed to be used as a dwelling, is manufactured in accordance with the specifications for modular homes under the North Carolina State Residential Building Code, and bears a seal or label issued by the Department of Insurance pursuant to G.S. § 143-139.1, and which is transported to its site on an integral/permanent chassis, or any other type of modular unit that does not expressly meet the definition of off-frame modular home as defined herein.
- (2) For purposes of this chapter, an on-frame modular home constitutes a manufactured home as well, and is regulated herein as a manufactured home.

PERSONAL SERVICES. Occupations dealing with the body and/or physical appearance of a person that are regulated by the State of North Carolina by certification and/or registration.

PRIVATE CLUBS AND LODGES. Fraternal, athletic, dining and civic organizations or societies which are not inimical to the public health, welfare, safety, order or convenience.

PROFESSIONAL SERVICES. Occupations requiring special knowledge and academic degree and are regulated by the State of North Carolina by certification and/or registration.

QUASI-JUDICIAL DECISION. A decision involving the finding of facts regarding a specific application of development regulation and that requires the exercise of discretion when applying the standards of the regulation. Quasi-judicial decisions include but are not limited to decisions involving variances, special use permits, certificates of appropriateness, and appeals of administrative determinations. Decisions on the approval of subdivision plats and site plans are quasi-judicial in nature if the regulation authorizes a decision-making board to approve or deny the application based not only upon whether the application complies with the specific requirements set forth in the regulation, but also on whether the application complies with one or more generally stated standards requiring a discretionary decision on the findings to be made by the decision making board.

REGULATED TREE. Regulated trees shall be defined as any tree with a circumference of 12.5 inches or greater, measured at 54 inches above the ground.

Added 01/17/2008, Amended 04/16/2009

SPECIAL USE PERMIT. A permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one or more general standards requiring that judgment and discretion be exercised as well as compliance with specific standards. This definition includes permits previously referred to as "conditional use permits" or "special exceptions."

STREET. A road or highway which affords the principal means for vehicular traffic access to abutting property and which has been dedicated to public use. **STREET**, road and highway are synonymous.

STREET LIGHTING. Night time street illumination intensity meeting NCDOT requirements. Placed on town right-of-way so as not to interfere with traffic or property access.

STRUCTURE. Includes but not limited to a building, deck, swimming pool, bulkhead, dock, wall or fence, storage shed, tennis court, gazebo, and satellite antenna, but excluding specifically satellite antennas with dishes of 24 inches or less in diameter.

TIMBER HARVESTING. Timber Harvesting shall be defined as the cutting and removal of a quantity of timber: (i) for delivery of merchantable timber to market, or (ii) pursuant to a practice that reduces tree density and competition to concentrate growth on fewer, high-quality trees (sometimes referred to as thinning); or (iii) otherwise resulting in the removal of more than twenty (20) regulated trees per acre.

Added 09/17/2007, Amended 04/16/2009

TOURIST HOME. A residential or commercial structure wherein rooms or the entire structure are rented to provide overnight accommodations or rental terms of less than thirty (30) days for transient guests.

TOWN. The Town of River Bend.

TOWN COUNCIL. The Town Council of the Town of River Bend.

WATERWAYS. The system of canals, ponds (including private bodies of water) rivers or other natural or manmade water features that stormwater drains to, through and from and that are expected to act as a reservoir, conduit or collection point for storm water or areas classified as wet lands.

YARD.

- (1) The space on the same lot with the main building between the main building and the front lot line(s) (front yard), between the main building and the side lot line(s) (side yard), and between the main building and the rear lot line (rear yard).

§ 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

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*
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
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
Tourist Home***	P	P			P	P	P		D

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*
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
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

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*
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

*** Non-conforming uses of tourist home at the time of its addition to this ordinance shall be amortized for a period of 12 months from [DATE to be inserted upon adoption]. After that date, the use must terminate if not permitted in the corresponding zone or a special use permit has not been obtained, as applicable.

Penalty, see § 1.01.999

Amended 11/18/10

**River Bend Town Council
Work Session Minutes
October 13, 2022
Town Hall
5:00 p.m.**

Present Council Members:

Mayor John Kirkland
Don Fogle
Brian Leonard
Barbara Maurer
Buddy Sheffield
Bud Van Slyke

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Police Chief: Sean Joll
Town Attorney: Dave Baxter

Members of the Public Present: 7

CALL TO ORDER

Mayor Kirkland called the meeting to order at 5:00 p.m. on Thursday, October 13, 2022 at the River Bend Town Hall with a quorum present.

ADDITIONS/DELETIONS TO AGENDA

Vote – Deletion to Agenda – Councilman Fogle moved to delete item 5 – Ribbons in Support of the Ukraine and to add it to the November work session meeting. The motion carried unanimously.

VOTE – Approval of Agenda

Councilwoman Maurer motioned to accept the agenda as amended. The motion carried unanimously.

Discussion – Surplus Property

The Manager stated that there was a bid opening on October 11, 2022 at 2:00 p.m. for the surplus property located at 111 Starboard Drive. He stated that there was only one bid received in the amount of \$5,100 which is less than half of the amount that the town has invested in the property.

VOTE – Surplus Property

Councilman Leonard motioned to reject the bid from Christine Soler for the surplus property at 111 Starboard Drive. The motion carried unanimously.

Discussion – Water Resources Policy Manual Amendment

The Manager stated that he and the Council have been discussing and reviewing the current Water Resources Policy Manual. He stated that the amended Water Resources Policy Manual is included in the agenda package. Councilman Leonard asked what payment options does the Town accept and the Manager stated that the Town only accepts payments at Town Hall in the form of cash, check or money order and online through a third party processor for a fee.

Discussion – Remote Participation Resolution

The Manager stated that since the State of Emergency for COVID-19 has expired, the ability to meet via remote participation has also expired. He stated that the League of Municipalities is currently accepting requests for items to include in their legislative goals for next session. He

stated that the league asked if the request has the support of the governing body. He stated a resolution of support is included in the agenda package.

VOTE – Remote Participation Resolution

Councilman Leonard motioned to approve the Remote Participation Resolution as presented. The motion carried unanimously. (see attached)

Discussion – AIRBNB Public Hearing

The Manager stated the Planning Board has been working on an amendment to the town's ordinance to allow AIRBNB rentals in River Bend. He stated that a public hearing would need to be scheduled. Councilman Sheffield stated that this revision is not just for the brand "AIRBNB", it refers to all short-term rentals.

VOTE – Public Hearing

Councilman Sheffield motioned to schedule a Public Hearing on short-term rentals on November 17, 2022 at 7:00 p.m. at Town Hall. The motion carried unanimously.

REVIEW – Agenda for the October 20, 2022 Council Meeting

The Council reviewed the agenda for the October 20, 2022 Council Meeting.

CLOSED SESSION

Councilman Sheffield moved to go into a Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 5:29 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 5:50 p.m. The motion carried unanimously.

VOTE – Town Webpage

Councilman Leonard motioned by recommendation of the Town Attorney to restrict the use of the town's webpage to activities by the town or activities of official groups / organizations of the town until such time that the Council approves a Web Page Use Policy. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 5:52 p.m.

Kristie Nobles
Town Clerk

2022-RES-11

Town of River Bend Resolution
Supporting Remote Participation

Whereas, prior to the COVID-19 pandemic, existing language in the State's Open Meeting Law was often cited as authorization for a unit of local government to utilize remote participation by its governing body; and

Whereas, specifically the statutory language used to describe an official meeting includes "the simultaneous communication by conference telephone or other electronic means"; and

Whereas, during the COVID-19 pandemic, in accordance with NCGS 166A-19.24, many units of local government invested time and resources in developing policies and procedures to allow remote participation by their governing body and purchased specialized equipment to allow for the use of "other electronic means"; and

Whereas, since Governor Roy Cooper ended the COVID-19 State of Emergency, there is some uncertainty whether units of local government have the authority to allow remote participation; and

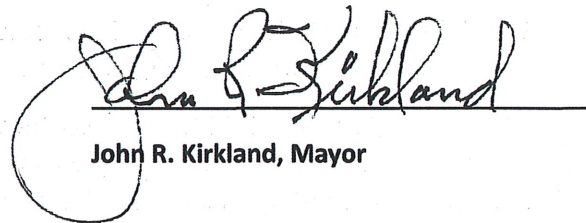
Whereas, in order to remove any uncertainty and allow units of local government to utilize technology to conduct official meetings at their discretion,

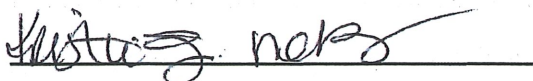
Now, therefore be it resolved, by the Town of River Bend Town Council that the Town of River Bend hereby supports the use of remote participation and urges the North Carolina League of Municipality to work in concert with the School of Government to develop clear language that would in-fact authorize remote participation and then lobby the North Carolina General Assembly to enact the said language into law.

Adopted this the 13th day of October, 2022



ATTEST:


John R. Kirkland, Mayor



Kristie J. Nobles, Town Clerk

**River Bend Town Council
Regular Meeting Minutes
October 20, 2022
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
Buddy Sheffield
Don Fogle
Barbara Maurer
Bud Van Slyke

Absent Council Member: Brian Leonard

Town Manager: Delane Jackson
Finance Director: Mandy Gilbert
Police Chief: Sean Joll
Town Clerk: Kristie Nobles

Members of the Public Present: 10

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, October 20, 2022 in the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

Councilman Sheffield motioned to accept the agenda as presented. The motion carried unanimously.

At this time, the Mayor presented the Town Manager, Delane Jackson with a Certificate of Appreciation to recognize his 8 year anniversary with the Town of River Bend.

CONSENT AGENDA

The Mayor presented the Council with the Consent Agenda. Councilman Sheffield **moved to approve the Consent Agenda as presented.** The motion carried unanimously. Within this motion the following items were approved:

- A. Approve:
- Minutes of the September 8, 2022 Work Session*
 - Minutes of the September 15, 2022 Regular Council Meeting*
 - Minutes of the September 27, 2022 Special Meeting*

TOWN MANAGER'S REPORT

The Manager gave the following updates on Town projects:

- Construction of the Town Hall dock replacement has begun.
- The Town has issued the notice to proceed on the construction of the new Public Works Administration Building and it must be completed within 435 days.
- There is a Board of Adjustment meeting on October 27, 2022 at 6:00 p.m. for a Special Use Permit submitted for 5530 Hwy 17 South.
- The Water Meter Replacement Project is expected to begin on October 31, 2022.
- There are three RFQ's (Request for Qualifications) for grant-funded projects due October 28, 2022 at 3:00 p.m. Those requests are for engineering services for construction of the wastewater treatment plant, water AIA and sewer AIA.

- The Annual Shred Event is Saturday, November 5, 2022, 9:00 a.m. through 12:00 p.m.

The Manager stated that he posted a memo on the town's webpage regarding transparency. He stated that within that memo he posted a question regarding how many fire hydrants are located within the Town. He stated one person responded with the correct answer, 112 fire hydrants within town. Donna Ross had the winning response. He awarded her with a gift card for the correct answer. The Mayor stated that years ago, the John Locke Society rated all the municipalities in North Carolina for transparency, and only 9 received an "A" grade with the Town of River Bend being one of those.

Police Chief Joll stated that the National Night Out was on October 4th and was well attended. He expressed gratitude to all of the volunteers and surrounding police departments that contributed to a successful event.

ADMINISTRATIVE REPORTS

PARKS & RECREATION/CAC – Councilwoman Maurer

Councilwoman Maurer presented the following reports.

River Bend Community Organic Garden (RBCOG)

RBCOG met on October 3. Garden volunteers worked almost 1500 hours 1/1 to 9/30. Over 2050 pounds of vegetables have been harvested since the spring. Interfaith Refugee Ministries received 250 pounds of crops raised for them. Interfaith plans to submit an article about RBCOG to their national publication. It was a disappointing year for monarchs but the bees are doing well. The NBHS Green Team returned for their tenth year. Fourteen students attended the first session. One garden volunteer is working to install solar power to the greenhouse. The next meeting will be held on Nov 7 at 1:30 pm. All are welcome.

Red Caboose Library (RCL)

The board met on Oct 13. They reported they have a few new volunteers and patrons. They have added evening hours on Tuesday nights. The Banned Book Display was well received. Once again the children's open house was not well attended but several adults enjoyed it. Halloween candy will be available for trick or treaters. The library will hold a book sale in the Municipal Building on Community Yard Sale Day. A permanent home and finances continue to be concerns. Linda noted that all donations at the Community Picnic were to go to the library but they have not received anything. She will try to contact them again. The next meeting is scheduled for Nov 3.

Community Appearance Commission (CAC)

The CAC did not meet in October but they were busy. After months of planning that go back to fall 2021, the CAC launched their yard of the month and festive yards awards program with Halloween. Anyone may nominate a home they find eye-catching. Nomination forms can be found on the town's website. The Christmas light globes workshops was already reported. The third big project is a review of the vegetation along the Plantation median. A detailed report should be ready in January.

There are two vacancies but one may soon be filled. The next meeting is scheduled for November 16.

Parks & Recreation

Parks and Recreation met on October 5. They addressed a long agenda filled with the many details involved in presenting their activities. The Tea Seminar and Trivia Night were both popular and received requests for repeats. Member discussed offering trivia night's monthly beginning in January. The Night Out free refreshment table was busy from opening to about 7:30. Meet and

Greet at River Brew saw a lot of traffic and many residents met with Council candidates while enjoying food and drinks served by Erika and her staff of volunteers.

Upcoming events include the October 22 Community-wide yard sale day with the Red Caboose Library Book Sale and the Garden Club bake sale. Maps will be available at River Brew on Friday and at the Municipal Building on Saturday morning. Trunk or Treat will be held on Saturday, October 29 from 4-6 pm in the Municipal Building parking lot.

November events will start with two Christmas globe light workshops, in conjunction with CAC, on 11/9 and 11/12. A Veteran's Day recognition will be held on November 11 from 3-5 pm at Town Hall. All Veterans and their family members are invited. The annual Thanksgiving Bingo is scheduled for 11/22 from 1 to 4 pm in the Municipal Building. Prizes will be Thanksgiving themed. Pre-register to reserve a seat. This usually fills up early. You will hear more about Christmas events next month. Watch for flyers in the coming weeks.

In addition to offering events, P&R is working on some new ideas for our recreation area and a variety of new activities, many involving partnerships with other groups and agencies. Stay tuned. The next meeting is November 2.

FINANCE – Councilman Van Slyke

Financial Report – Finance Director, Mandy Gilbert presented to the Council the financial statement for the month of September. She stated the total of the Town's Cash and Investments as of September 30, 2022 are \$4,195,324 and Ad valorem tax collections for FY22-23 were \$34,707 and Vehicle Ad valorem tax collections were \$8,830.

Councilman Van Slyke stated that Water Resources Department Policy Manual was included in the agenda package and discussed at the previous Council meeting.

VOTE – Water Resources Department Policy Manual

Councilman Van Slyke motioned to approve Water Resources Policy Manual as presented. The motion carried unanimously. (see attached)

ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – Councilman Leonard

Councilman Leonard presented the following report.

EWAB met on October 3rd 2022 at 7 PM in the small conference room in the Municipal building. Chairman Ackiss called the meeting to order at 7 PM. There was a quorum of members. There were no visitors. The minutes from the September 5th 2022 meeting were reviewed and approved. Councilman Leonard gave a update on council activities. Old business: 2020 NC state report on sea level raising and impacts on River Bend. New business: no new business. Next meeting November 7th 2022 at 7 PM in the small conference room at Municipal Building. The public is welcome to all EWAB meetings.

PLANNING BOARD – Councilman Sheffield

Board of Adjustment

Councilman Sheffield stated that the Board of Adjustment will hold a Public Hearing on October 27, 2022 at 6:00 p.m. at Town Hall. He stated that the town has received a Special Use Permit request to operate an automotive shop at 5530 South US Hwy 17.

PUBLIC SAFETY – Councilman Fogle

Councilman Fogle presented the following reports.

CERT

The CERT team met on September 28, 2022 at 7:00 pm in the Municipal Building. Five people were present. Discussion centered around the need to update the resident's emergency contact list. A new form will be created. Distribution will be via utility bills assuming this is acceptable to the Town. CERT members can stuff the forms in the envelopes. There was also a brief discussion about CERT participating in National Night Out on October 4, 2022. The next CERT meeting is

scheduled for Wednesday, October 26, 2022, starting at 7:00 pm in the Municipal Building. Check the Town calendar for schedule updates. CERT is always looking for new members. Contact Chief Joll or Mary Holihan for more information.

COMMUNITY WATCH

Community Watch will meet again on Wednesday, October 26, 2022 in the Municipal Building at 7:00 pm. This date is a week after previously scheduled due to the conflict with Candidates Night. Community Watch is always looking for new members. Contact Chief Joll or Egon Lippert for more information.

MAYOR'S REPORT

The Mayor presented the following report.

We are in a season when much is said about transparency in the conduct of River Bend Town business. Some of the statements present facts and other statements do not produce facts. I ask those who will read my October submission to read the attached document, which Manager Jackson posted on the town's website titled, "Transparency and Our Web Page". The heart of Manager Jackson's document is that the River Bend Web Page has copies of official documents that cover many aspects of the Town Council actions and it records how Council decisions were reached. The detail of material contained in the River Bend web page far exceeds what other municipalities post on their counterpart web pages. It is apparent that most misinformation about Town official actions is spread by posting on the social media sites. It is also testimony that the fact that persons using the social media have access to a computer and could access the Town web page and read how the action in question was debated and acted on in open sessions by the Town Council. I ask all who would desire to advance accurate information on actions taken by the Council to take time to look at the issue reported on the Town's web page. If this request is followed, we will avoid much of the spread of misinformation.

Managers Document

I occasionally hear comments about transparency or the perceived lack of it in government. This article is dedicated to a discussion of facts about the Town of River Bend's ongoing efforts to be transparent. First, what does transparency mean? In a literal sense, it simply means - able to be seen through. *Dictionary.com/browse/transparency* says this about transparency - "It is perhaps most commonly used in a figurative way to refer to a state in which things are free from any attempt to hide something..."

If I were asked to specifically give one example of the Town of River Bend's effort to be transparent, I would simply point to our webpage as "Exhibit A." Our web page is full of information about the town. Following is a list of just some of the data you will find on our web page. It's available 24/7/365 from the privacy and comfort of your home, all with just a few keystrokes and a few clicks of your mouse.

- Many years of agendas, minutes and video recordings from previous town meetings. The town is not required to record its Council meetings.
- Council and staff contact information and a Council meeting schedule
- All town ordinances and many town policies, forms and permit applications
- Maps of all sorts and a town calendar of upcoming events
- Lots of information about each town department
- A list of job vacancies and bid opportunities
- Notice of any upcoming public hearings
- Many years of previous newsletters
- Information about Advisory Boards, what they do and how to apply including an application and minutes from past Advisory Board meetings
- Our Comprehensive Plan and lots of floodplain information

- All sorts of budget information, including our current budget and amendments thereto, past budgets, the budget message and all of the documents related to the development of the current budget, which occurred during the annual budget workshops. This includes the PowerPoint presentations that were presented during those workshops. Those workshops are open to the public and literally every single line item in all departments and the amount of funding for it are displayed on the big screen during those workshops.
- Financial Information galore, including our latest and past audit reports, and our award winning Annual Comprehensive Financial Report (ACFR). It includes 18 different tables of statistical data, many of which include 10 years of historical data, including data on fund balance, net position, bonded debt, property tax levy, tax rate, expenditures & revenues by function and even 10 years of data on how many tons of leaf and limb debris was collected, how many zoning permits were issued, how much water was treated, how much sewer was treated, how many miles of water lines, sewer lines and streets there are in town and even how many police arrests were made in town and for what. If you are interested, you can even find out how many fire hydrants and sewer lift stations there are in town and even more information. The first citizen that contacts me and correctly states the current number of fire hydrants in town, according to the latest ACFR, will receive a \$25 gift certificate for River Brew from me personally.
- Financial Dashboard, which is a user friendly tool that looks a lot like an instrument cluster in a vehicle, thus the name. It allows you to easily view the current financial data on 55 different budget related items in 55 different graphs/charts. This report is updated monthly.
- Monthly Finance Report, which contains up-to-date budget information on 101 separate budget items. This report is updated monthly and shows year-to-date data for the current fiscal year.
- Monthly Citizen Agenda Packet - This document is posted on our web page and included in the weekly e-news prior to the Council meetings. It is also printed and distributed at each regular monthly Council meeting. It contains departmental reports, the finance report, Council minutes, materials related to the items that are on the agenda for that particular meeting, advisory board reports and more. You can even see how many work orders the Public Works Department staff received and completed and it's broken down into 15 different areas. You can also see how many zoning permit applications were received and issued and the dollar amount of fees that were collected through that process. You can also see how many citizen complaints were received and how many zoning violation notices were issued. In the monthly Police Department report, you can see data for 38 different areas of police operations.
- Schedule of rates and fees, number of water and sewer customers
- A list of the Top 10 highest property taxpayers (Table 7, page 130 of 2021 ACFR)
- And lots more.....

These are just some, but not all, of the things that you will find on our web page. It's important to note that River Bend is not required to have a web page. No town in North Carolina is. For towns that do operate a web page, the law requires very few items to be posted on the web page. Some of those are: notices of public hearings, special meetings and bid opportunities. Almost all of the items listed above are NOT required to be published on our web page. The town does include them as a part of our effort to be transparent.

In addition to our web page, the Town also operates an e-news service. It is a weekly notice that is sent via email to subscribers. It contains lots of information about upcoming events and meetings and links to many of the items that are on our web page.

If there is any town related data/information that is in the public domain, which you need but cannot find on our web page, just call Town Hall and we will get it for you. However, please be aware that not all data is in the public domain. Some items like some personnel records, utility

customer information and some attorney correspondence is not in the public domain. Also, we can only provide you with data that we have and in the format that we have it. For example, we cannot provide you with a report on how many kids aged 9-15 live in River Bend or how many registered voters live in River Bend because we do not maintain those records.

We also have an official bulletin board where we post information that is required by law. The bulletin board is located on the porch at Town Hall.

Our web page continues to grow. It is updated and expanded regularly. For example, I have recently been asked about the rules concerning closed session. Just this week, some information about that topic was added to our web page. Click [here](#) for the North Carolina law about that topic. Please visit our web page, surf around on it and if you have any suggestions for topics that need to be added, let us know.

The Town of River Bend goes well beyond the minimum requirements in regards to transparency.
Posted - September 14, 2022

PUBLIC COMMENT

Janet Nawojski – 105 Commander Circle - spoke in opposition of Advisory Board term limits.

Mike Repenning –213 Esquire Court – suggested various ways to live stream Town meetings.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 7:35 p.m.

Kristie J. Nobles
Town Clerk



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2022

	ACTIVITIES	2022 August	2022 September	2022 October	% of Total Calls	% Change Last 2 Mos.
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED	8	4	9	0.47%	125.00%
2	ANIMAL COMPLAINTS	9	6	9	0.47%	50.00%
3	ARRESTS	5	4	4	0.21%	0.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	4	2	3	0.16%	50.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	11	16	15	0.79%	-6.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	20	33	27	1.42%	-18.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	106	121	139	7.30%	15.00%
8	ASSIST OTHER AGENCIES	0	2	0	0.00%	-100.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	1	0	0	0.00%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	3	3	3	0.16%	0.00%
11	DOMESTICS	2	0	2	0.11%	0.00%
12	FIRES / ALARM	2	2	0	0.00%	-100.00%
13	IDENTITY THEFT / FRAUD	4	1	1	0.05%	0.00%
14	INVOLUNTARY COMMITMENTS	3	1	1	0.05%	0.00%
15	JUVENILE COMPLAINTS	0	1	1	0.05%	0.00%
16	LARCENIES	0	0	2	0.11%	0.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	1	0	1	0.05%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	1	2	2	0.11%	0.00%
20	PROPERTY DAMAGE / VANDALISM	1	0	3	0.16%	0.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	1791	1922	1,489	78.20%	-23.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	0	0	0	0.00%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	14	12	15	0.79%	25.00%
26	TOWN ORDINANCE CITATIONS	2	0	2	0.11%	0.00%
27	TOWN ORDINANCE VIOLATIONS	4	1	2	0.11%	100.00%
28	TRAFFIC ACCIDENTS	4	2	6	0.32%	200.00%
29	TRAFFIC STOPS	176	194	135	7.09%	-30.00%
30	TRAFFIC COMPLAINTS-RADAR	11	8	6	0.32%	-25.00%
31	DWI	0	2	0	0.00%	-100.00%
32	CHECKPOINTS	1	0	0	0.00%	0.00%
33	DRUG VIOLATIONS	6	3	2	0.11%	-33.00%
34	WELFARE CHECKS	4	3	2	0.11%	-33.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	4	2	4	0.21%	100.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	7	13	16	0.84%	23.00%
37	TRESPASSING	3	1	0	0.00%	-100.00%
38	OVERDOSE	0	0	3	0.16%	0.00%
39	TOTAL	2208	2361	1904	100.00%	-19.00%

Traffic Violations

54 State Citations
54 Total State Charges
State Warnings
4 Town Citations
Town Warnings

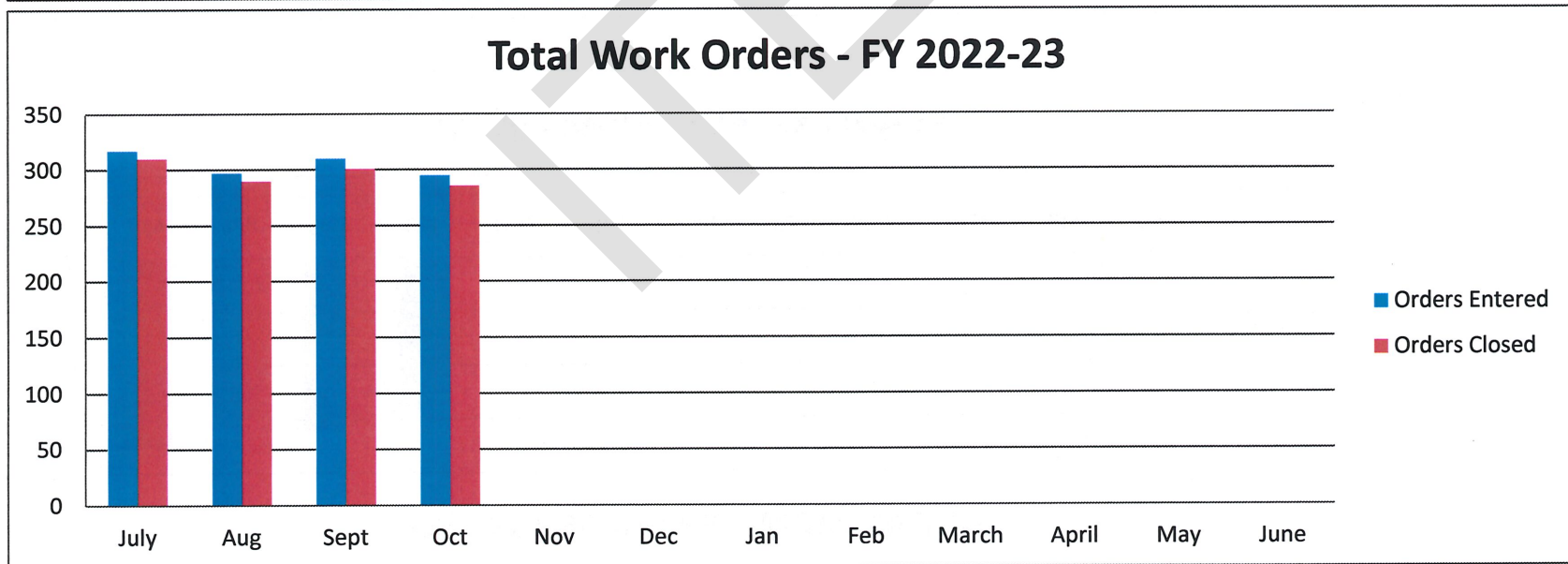
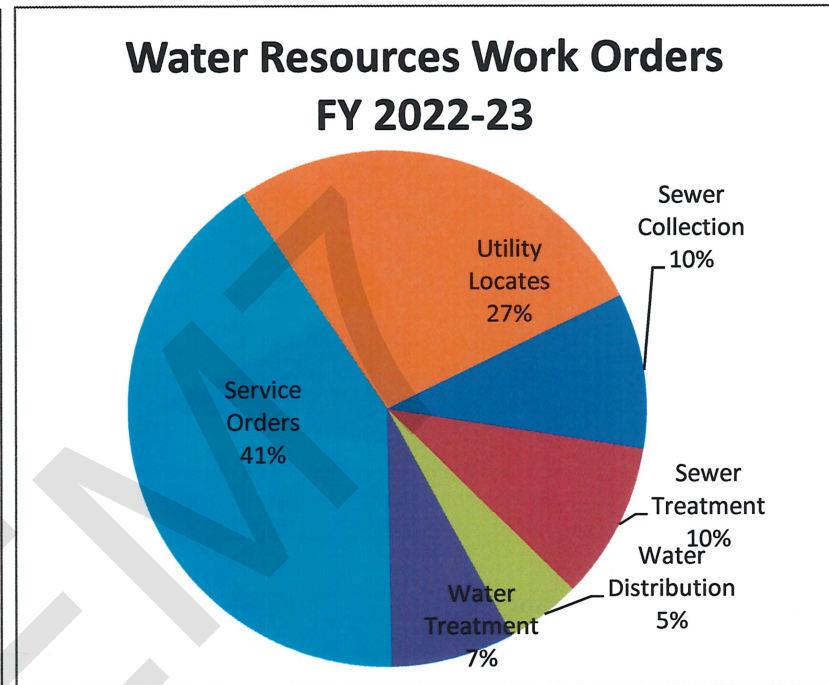
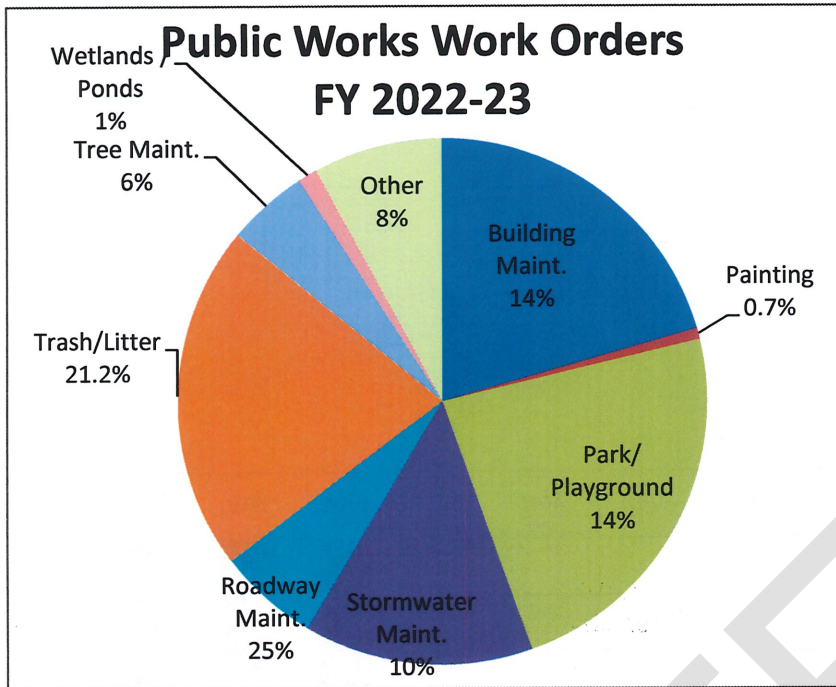
Community Watch Checks

101 100 Pirates
107 100 Plantation
96 200 Lakemere
108 200 Rockledge

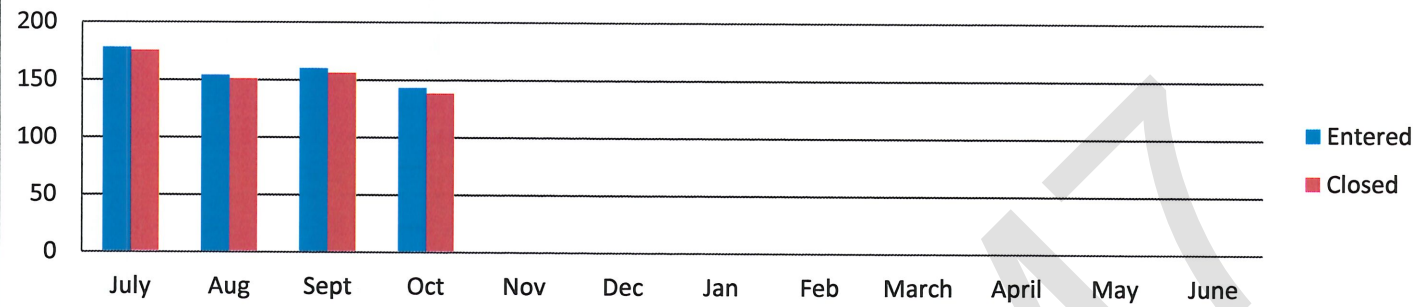
Phone Calls Answered (638-1108)

237 Incoming Calls

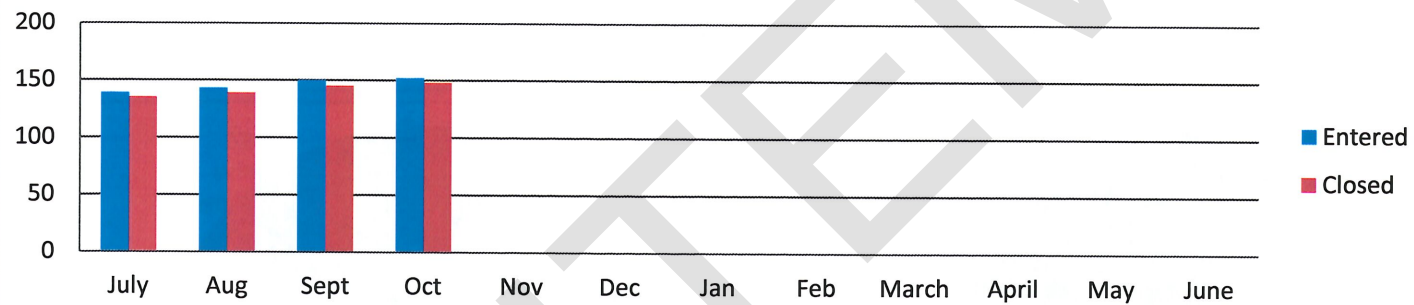
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Water Resources - Work Orders



Public Works - Work Orders





TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

October 2022 Monthly Report Brandon Mills, Director of Public Works

Public Works has continued trimming/clearing brush around town from around roadway signs. Several signs were also replaced because they had become faded and hard to read. There are several more areas I want to trim and we will do this as time allows. Our crew also cleaned out around several storm water pipe inlets. Over time, inlets become clogged due to leaves, debris, silt, etc. Cleaning these inlets out is imperative to keep the storm drains draining properly. Routinely when its raining we look for areas that are not draining properly, and do what we can to help improve drainage.

Water Resources repaired two collection system service laterals. These laterals had backed up several times. We used our sewer camera to inspect these lines and found that roots were causing the blockage. A locate was called in and we repaired both with our staff. We also had two pumps go out at Starboard lift station. These were quickly pulled, and backup pumps installed to keep the lift station up and running. Mike of the Water Resources Department repaired the pumps, and we installed them back in Starboard lift station as soon as he repaired those. I would like to thank Mike for a job well done.

If you have any questions concerning the Water Resources/Public Works Department, please call us at 638-3540, Monday-Friday, 8am-4pm. After hour's water and sewer, emergencies can be reported by dialing the Town Hall at 638-3870. You will be instructed to the dial "9" and follow the directions to contact the on call duty operator. You will then be asked to enter your phone number at the sound of the tone. After entering your phone number, the automated system will inform you that your page has been sent. Please, be patient and our utility systems operator will return your call. If you do not receive a call back within ten minutes, please notify the Police Department at 638-1108, and they will get in contact with the on-call utility systems operator.



MONTHLY ZONING REPORT

MONTH **October** YEAR **2022**

Activity	Monthly	YTD Total
Permit Applications Received	9	32
Permits Issued	9	32
Fees Collected	460.00	3862.00
Violations Noted During Weekly Patrol	4	28
Complaints Received From Citizens	4	6
Notice Of Violations Initiated *see details below	4	29
Remedial Actions Taken By Town	0	0

Detail Summary		
Address	Violation	Date Cited
246 Shoreline	Grass/overgrowth	5-Oct
310 Barbara	Trailer in driveway	12-Oct
211 Plantation Drive	RV	26-Oct
286 Shoreline	RV	26-Oct

LIAISON REPORT FOR NOVEMBER 17, 2022

CERT

The CERT meeting for October was cancelled. The next meeting is scheduled for Wednesday, November 23, 2022 at 7:00 pm in the Municipal Building. Check the Town calendar for updates.

Mary Holihan and Dana Donahue set up a CERT recruitment table at National Night Out.

CERT is always looking for new members. Contact Chief Joll or Mary Holihan for more information.

COMMUNITY WATCH

Community Watch met on Wednesday, October 26, 2022 in the Municipal Building at 7:00 pm. Sergeant Fell and Officer DeStefano gave a general crime update and discussed concerns about speeding on Plantation Drive. Long sleeve shirts will be ordered for winter wear. With the departure of Margaret Theis, her secretary duties were split between Luci Avery and Jim Kelly. Luci will take notes and prepare minutes, and Jim will have community watch hours reported to him for compilation. The group agreed to assist with Trunk or Treat and the shredding event.

The next Community Watch meeting is scheduled for February 15, 2023 at 7:00 pm in the Municipal Building. Election of officers will be performed at that time.

Community Watch is always looking for new members. Contact Chief Joll or Egon Lippert for more information.

RECEIVED

OCT 24 2022

TOWN OF RIVER BEND

October 24, 2022

Honorable John Kirkland, Mayor
Town of River Bend
45 Shoreline Drive
River Bend, NC 28562

Dear Mayor Kirkland,

After the October 20, 2022 Town Council meeting, two members of the audience, Kathy Noonan and Krysten Howard, told me that after I had corrected the statements made by public speaker Janet Nawojski, Councilwoman Barbara Maurer called me a "jackass". This was said in an official meeting loud enough for the audience to hear. Since I did not hear the disrespectful, offensive comment, I reviewed the videotape available for viewing on Channel 10. After seeing and hearing the tape, I am convinced that not only was Ms. Maurer disrespectful and unprofessional towards me in the meeting, she also was communicating with someone in the audience via hand motions. It appears that she was motioning for Ms. Nawojski to sit down and not yell at me as she did in the September 1, 2021 Parks & Recreation Advisory Board meeting. Ms. Nawojski was on track to repeat what she did during that meeting, (i.e., yell at me for correcting her misstatements), until Ms. Maurer motioned to her.

As you know, this is not the first time Ms. Maurer has acted out towards me. You may recall when she approached me after a council meeting to yell "Horseshit" in my face while we were still on the dais. I am certain that you recall when she demanded a meeting with you and me, read me the riot act on behalf of her Advisory Board, then stated that she would never vote for an issue or proposal that I brought forward. There is no place on the Town Council for someone who acts and thinks this way. However, that is an issue for the voters to resolve, not you and me.

I wish to file a formal complaint against Barbara Maurer for exhibiting disrespect toward a peer in a public meeting, and for unprofessional and unethical behavior. The fact that members of the audience heard the offensive comment is deeply troubling and hurtful to me personally. The fact that the comment and her subsequent actions will be available for viewing in perpetuity require a formal remedy. In order to move forward, I request that Ms. Maurer be offered an opportunity to apologize to me at the next videotaped council meeting. Please note what she said, and the fact that it was unprofessional and harmful when offering her an opportunity to respond on camera. Thank you.

Respectfully,



Don Fogle
Town Councilman

Cc: Delane Jackson, Town Manager ✓

Liaison Report for Council Meeting – 11/17/22

All meetings are open to the public and anyone is welcome to attend.

Parks & Recreation

Parks and Recreation did not meet on their scheduled November 2 meeting date due to lack of a quorum. The chairperson and four members have resigned due to a longstanding campaign targeting them. Another member resigned in October. I have also resigned as liaison to the board. Councilman Leonard will fill the position until new assignments are determined in January.

Community Appearance Commission (CAC)

The CAC was scheduled to meet on November 16. A verbal report will be given and the written report submitted separately.

There are two vacancies and two applications. The next meeting is scheduled for January 18.

River Bend Community Organic Garden (RBCOG)

RBCOG met on November 7. The Green Team harvested 192 pounds of sweet potatoes. The volunteer papaya tree is about 20 feet high and has twelve papayas on it. Planning has started for spring. A garden workday is scheduled for Saturday, November 19. Carolina Nature Coalition has requested a program about RBCOG. It will mark the return of workshops with additional events planned for 2023.

The next meeting is scheduled for December 5 at 1:30 pm. All are welcome.

Red Caboose Library (RCL)

The board met on Nov 3.

As a follow-up to last month's report regarding the library's expectations of donations from the Community Picnic, information was received that no donations to the library were made at that event. Some organizers paid for expenses out-of-pocket. They are to be commended for their community event and for their good intentions regarding the library.

Tuesday night evening hours have been added. Local author JoAnna Kloster was scheduled to speak on November 16. A permanent home and finances continue to be concerns. The next meeting is scheduled for Dec. 1.

Liaison Report for Planning Board for November 17, 2022

The Planning Board was presented with a draft ordinance for conditional zoning that was prepared by Town staff. Asst. Zoning Administrator Allison McCollum reviewed the ordinance and answered questions as needed. The Board did not make any decisions or recommendations, but decided to continue the discussion at the next regular meeting.

The rest of the agenda covered routine business.

The next meeting of the Planning Board is scheduled for Thursday, December 1, 2022.

ITEM 19

Town of River Bend



Monthly Financial Report

Printed 11/14/2022

This monthly report is provided as an oversight/management tool for the Town Council of the Town of River Bend. For ease of reporting, and in order to be consistent with the categories used in the annual budget process, this report summarizes the revenue and expenses in each of the three operational areas of the Town. Anyone interested in more detail, or further explanation of the contents of this report, is encouraged to contact Finance Officer Irving J. "Bud" Van Slyke, Jr. or Finance Director Mandy Gilbert.

Notes

The cash balances shown on page one are the amount of cash in each specific accounting fund. These funds are deposited in separate investment accounts. Pooled cash accounts used for operating funds but accounted for, in our internal systems, as individual accounts. Interest attributable to each account is allocated based upon the total rate of return of the account(s).

The FY Budget columns represents the original and current budget. As the fiscal year goes on and unforeseen expenses or revenues occur, we need to adjust the budget. The Council does this by formal amendment during a Council meeting. *Asterisked lines represent those budget items that have been amended since adoption.

The acronym CIF used in this report is our Capital Improvement Fund(s) for water and wastewater. These funds are, by resolution of the Town Council, reserved for expenses related to expansion of these systems, or retirement of debt. The Water CIF receives revenue in the form of annual Hydrant Fee payments.

Because this is an annual budget, it is important to note that many lines shown in this report will vary, some significantly, from month to month, and in different times of the year. In many instances, capital payments for current fiscal year projects are made early in the fiscal year and the majority of our ad valorem tax receipts occur in the middle of the fiscal year. This is another reason to maintain an adequate fund balance.

Town of River Bend Financial Dashboard



Visit our web site <http://www.riverbendnc.org/finance.html> to view the Financial Dashboard. These dashboards are designed to give the user a quick overview of the status of revenues and expenditures in each of the Town's three major funds as reported in the Monthly Financial Report.

Town of River Bend
Financial Report
Fiscal Year 2022 - 2023



Fund Cash Balances

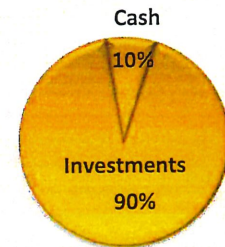
Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund*	1,106,249	975,227	982,837	1,011,384								
2	Powell Bill	-	-	45,742	45,742								
3	General Capital Reserve	120,893	121,112	121,354	100,154								
4	ARPA Grant Fund*	482,297	108	108	108								
5	Public Works Capital Projects Fund	407,086	851,709	1,885,324	1,890,030								
6	Law Enforcement Separation Allowance*	35,526	35,590	35,661	35,750								
7	Water Fund*	711,452	757,072	491,466	531,521								
8	Water Capital Reserve Fund (CIF)	245,404	245,849	1,213	1,216								
9	Sewer Fund*	1,092,813	1,125,729	631,562	655,272								
10	Sewer Capital Reserve Fund (CIF)	11,280	11,301	57	57								
Total Cash and Investments		4,212,999	4,123,697	4,195,324	4,271,235	-	-	-	-	-	-	-	-
Truist Cash Accounts		798,787	259,065	322,564	410,311	-	-	-	-	-	-	-	-

*These operating funds have equity in the Truist pooled accounts.

In order to obtain more favorable interest rates, the Town deposits funds in the North Carolina Capital Management Trust. We move funds between our cash accounts and these investment accounts to accommodate cash flow for our payables and as revenues are received in order to maintain an adequate amount of cash for operational needs while attempting to minimize bank fees and maximize interest revenue. Based upon historical cash flow and current encumbrances, our staff anticipates the level of cash needed to meet our obligations without having to make an inordinate number of transfers between accounts.

On the table above, the term cash includes those funds we hold in accounts in our designated banking institution (currently Truist). We have two accounts with Truist, a Money Market account that pays a competitive rate of interest, and an operating (checking) account from and to which we make all regular payments and deposits.

The table below shows the balances of each fund account we have in NCCMT at the end of the month. The chart to the right shows how our funds are apportioned between operating cash and investments.



Investments in NCCMT		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund	964,712	884,840	886,603	888,816								
2	Powell Bill	-	-	-	-								
3	Capital Reserve (General Fund)	120,893	121,112	121,354	100,154								
4	ARPA Grant Fund	108	108	108	108								
5	Public Works Capital Projects Fund	407,213	851,709	1,885,324	1,890,030								
6	Law Enforcement Separation Allowance	35,526	35,590	35,661	35,750								
7	Water Fund	623,857	672,517	403,449	404,456								
8	Water Capital Reserve Fund (CIF)	245,404	245,849	1,213	1,216								
9	Sewer Fund	1,005,219	1,041,606	538,990	540,335								
10	Sewer Capital Reserve Fund (CIF)	11,280	11,301	57	57								
Total Investments		3,414,212	3,864,632	3,872,760	3,860,924	-	-	-	-	-	-	-	-

Town of River Bend
Financial Report
Fiscal Year 2022 - 2023



General Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Budget
1 Ad Valorem Taxes	721,710	721,710	-	97	34,611	54,058									88,765.24	12.3%
2 Ad Valorem Taxes - Vehicle	92,300	92,300	-	8,812	18	9,773									18,602.14	20.2%
3 Animal Licenses	2,000	2,000	100	70	100	177									447.00	22.4%
4 Local Gov't Sales Tax	380,222	380,222	37,988	35,382	37,856	36,018									147,243.22	38.7%
5 Hold Harmless Distribution	99,000	99,000	9,266	9,205	10,114	9,809									38,395.53	38.8%
6 Solid Waste Disposal Tax	2,200	2,200	-	505	-	-									505.34	23.0%
7 Powell Bill Fund Appropriation	-	-	-	-	-	-									-	0.0%
8 Powell Bill Allocation	91,000	91,000	-	-	45,742	-									45,741.81	50.3%
9 Beer & Wine Tax	13,225	13,225	-	-	-	-									-	0.0%
10 Video Programming Tax	50,743	50,743	-	-	12,883	-									12,883.24	25.4%
11 Utilities Franchise Tax	108,963	108,963	-	-	23,003	-									23,003.44	21.1%
12 Telecommunications Tax	8,140	8,140	-	-	1,844	-									1,844.13	22.7%
13 Court Cost Fees	500	500	23	45	14	23									103.50	20.7%
14 Zoning Permits	5,000	5,000	343	1,420	1,840	460									4,062.00	81.2%
15 Federal Grants*	-	22,170	-	-	-	6,885									6,885.32	31.1%
16 State Grants*	-	250,000	-	-	-	-									-	0.0%
17 Federal Disaster Assistance	-	-	-	-	-	-									-	0.0%
18 State Disaster Assistance	-	-	-	-	-	-									-	0.0%
19 Miscellaneous	10,000	10,000	1,010	1,866	1,500	1,015									5,390.78	53.9%
20 Insurance Settlements	-	-	-	1,693	-	664									2,356.81	#DIV/0!
21 Interest - Powell Bill	50	50	-	-	0	0									0.42	0.8%
22 Interest - Investments	500	500	1,336	1,628	1,764	2,213									6,940.44	1388.1%
23 Contributions	421	421	1,035	0	-	-									1,035.12	245.9%
24 Wildwood Storage Rents	18,144	18,144	1,577	1,680	1,724	1,699									6,680.43	36.8%
25 Rents & Concessions	18,000	18,000	1,860	1,840	2,020	1,240									6,960.00	38.7%
26 Sale of Capital Assets	15,000	15,000	-	-	-	-									-	0.0%
27 Sales Tax Refund Revenue	-	-	-	-	-	-									-	0.0%
28 Trans. from Capital Reserve*	33,000	72,787	33,000	-	-	21,492									54,492.00	74.9%
29 Trans. from ARPA Fund	-	-	-	482,189	-	-									482,189.23	#DIV/0!
30 Trans. from L.E.S.A. Fund	-	-	-	-	-	-									-	0.0%
31 Appropriated Fund Balance*	200,813	291,394	-	-	-	-									-	0.0%
Total	1,870,931	2,273,469	87,537	546,432	175,033	145,525	-	-	-	-	-	-	-	-	954,527.14	42.0%

*Astericked lines represent those budget items that have been amended since Original Budget adoption.

#DIV/0! indicates revenue was received, but not budgeted for this line item.

Town of River Bend
Financial Report
Fiscal Year 2022 - 2023



General Fund

Expenditures	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current	Total	% Exp												
1 Governing Body	30,400	30,400	7,666	-783	4,505	-768									10,620	34.9%
2 Administration*	279,600	296,800	35,532	25,566	23,908	19,318									104,325	35.1%
3 Finance*	119,000	133,800	10,647	8,468	8,340	8,460									35,915	26.8%
4 Tax Listing	11,600	11,600	-	306	346	541									1,193	10.3%
5 Legal Services	24,000	24,000	1,624	3,293	3,198	-									8,115	33.8%
6 Elections	1,000	1,000	-	-	-	-									-	0.0%
7 Public Buildings	102,300	102,300	7,882	10,383	6,711	5,694									30,670	30.0%
8 Police*	587,200	664,443	66,342	48,694	43,074	84,025									242,135	36.4%
9 Emergency Management	3,700	3,700	365	1,954	15	72									2,405	65.0%
10 Animal Control	14,600	14,600	1,662	921	929	940									4,451	30.5%
11 Street Maintenance	193,000	193,000	4,202	7,023	2,342	2,464									16,031	8.3%
12 Public Works	177,500	177,500	17,299	8,631	11,553	15,703									53,186	30.0%
13 Leaf & Limb, Solid Waste	51,000	51,000	4,034	332	4,066	619									9,051	17.7%
14 Stormwater Management*	43,100	311,395	2,444	3,576	3,778	1,450									11,248	3.6%
15 Waterways & Wetlands	2,900	2,900	-	-	33	-									33	1.1%
16 Planning & Zoning*	51,300	54,800	5,812	3,882	3,537	3,703									16,934	30.9%
17 Recreation & Special Events	7,600	7,600	1,121	179	262	-									1,561	20.5%
18 Parks*	79,700	101,200	2,930	25,332	2,943	3,151									34,357	33.9%
19 Transfers	73,500	73,500	73,500	482,189	-	-									555,689	756.0%
20 Contingency	17,931	17,931	-	-	-	-									-	0.0%
Total	1,870,931	2,273,469	243,064	629,945	119,540	145,371	-	-	-	-	-	-	-	-	1,137,920	50.1%

Capital / Debt (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current	Total	% Exp												
1 Capital Outlay*	172,500	228,035	-	22,975	-	38,760									61,735	27.1%
2 Debt Service - Principle	-	-	-	-	-	-									-	0.0%
3 Debt Service - Interest	-	-	-	-	-	-									-	0.0%

*Astericked lines represent those budget departments that have been amended since Original Budget adoption.

Town of River Bend
Financial Report
Fiscal Year 2022 - 2023



Water Fund

Revenue		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Col
1	Base Charge	277,253	277,253	45,982	334	46,351	338									93,006	33.5%
2	Consumption	236,560	236,560	47,061	232	46,915	136									94,344	39.9%
3	Other, incl. transfers	19,892	19,892	849	4,437	1,316	3,248									9,849	49.5%
4	Hydrant Fee	20,130	20,130	20,130	-	-	-									20,130	100.0%
5	Appropriated Fund Bal.*	40,665	323,681	-	-	-	-									-	0.0%
Total		594,500	877,516	114,022	5,003	94,582	3,721.76	-	-	-	-	-	-	-	-	217,329	24.8%

Expenses		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Exp
1	Admin & Finance*	467,000	479,225	46,918	22,831	21,859	21,378									112,985	23.6%
2	Supply & Treatment	75,000	75,000	868	2,691	4,662	2,950									11,171	14.9%
3	Distribution	49,000	49,000	30,702	671	784	221									32,378	66.1%
4	Transfers / Contingency*	3,500	274,291	-	-	270,791	-									270,791	98.7%
Total		594,500	877,516	78,488	26,193	298,095	24,549	-	-	-	-	-	-	-	-	427,325	48.7%

Capital (included above)		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Exp
1	Capital Outlay*	13,000	16,825	-	-	-	-									-	0.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Water Fund	711,452	757,072	491,466	531,521								
2 Water Capital Reserve Fund (CIF)	245,404	245,849	1,213	1,216								

Water Produced		FY20-21	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Limit														
1	Total Gallons		8,488,000	8,573,000	8,445,000	9,070,000									34,576,000	
2	Average daily gallons		925,000*	273,806	276,548	281,500	292,581								281,109	

* This is the permitted daily limit.



Sewer Fund

Revenue		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Col
1	Base Charge	294,601	294,601	48,732	397	49,236	467									98,831	33.5%
2	Consumption	316,810	316,810	61,798	634	64,216	298									126,946	40.1%
3	Other, incl. transfers	9,901	9,901	1,314	3,079	1,998	2,932									9,323	94.2%
4	Appropriated Fund Bal.*	48,188	565,827	-	-	-	-									-	0.0%
Total		669,500	1,187,139	111,844	4,109	115,450	3,697	-	-	-	-	-	-	-	-	235,101	19.8%

Expenses		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Exp
1	Admin & Finance*	455,000	468,025	44,707	23,332	23,225	22,835									114,100	24.4%
2	Collection	75,000	75,000	5,399	1,055	15,499	811									22,763	30.4%
3	Treatment	136,000	136,000	10,840	7,305	4,251	15,545									37,942	27.9%
4	Transfers / Contingency*	3,500	508,114	-	-	504,614	-									504,614	99.3%
Total		669,500	1,187,139	60,946	31,693	547,589	39,191	-	-	-	-	-	-	-	-	679,419	57.2%

Capital (included above)		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Exp
1	Capital Outlay*	42,000	45,825	-	-	13,870	-									13,870	30.3%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Sewer Fund	1,092,813	1,125,729	631,562	655,272								
2 Sewer Capital Reserve Fund (CIF)	11,280	11,301	57	57								

Wastewater Treated

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Limit													
1 Total Gallons	3,694,000	3,156,000	3,180,000	3,418,000									13,448,000	
2 Average daily gallons	330,000*	119,161	101,806	106,000	110,258								109,306	

* This is the permitted daily limit.

Grey= delete Yellow =add

GENERAL ADMINISTRATION

§ 3.01.075 APPOINTMENT OF TOWN MANAGER.

- A. In accordance with North Carolina General Statute 160A-147, the Council shall appoint a Town Manager to serve at its pleasure. Such appointment is to be made solely on the basis of the manager's executive and administrative experience. The Town Manager shall perform the duties outlined in G.S. § 160A-148 which are also described in § 3.01.003.

Amended 09/17/09

- B. The following non-exclusive list of department heads may be appointed by, removed by, and shall be administratively supervised by, the Town Manager:

1. Chief of Police
2. Finance ~~Administrator~~ Director
3. Town Clerk
4. Zoning Administrator
5. Water Resources/Public Works ~~Superintendent~~ Director

Added 09/17/09

(Prior Code, Ch. 2, Art. IV)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

§ 3.01.076 APPOINTMENT OF TOWN CLERK.

The **Town** Manager shall appoint a town clerk who shall perform the duties outlined in G.S. § 160A-171. and as assigned by the Council.

Amended 09/17/09

(Prior Code, Ch. 2, Art. IV)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

§ 3.01.077 APPOINTMENT OF TOWN ATTORNEY.

The Council shall appoint a Town Attorney to serve at its pleasure and to be its legal advisor.

(Prior Code, Ch. 2, Art. IV)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

§ 3.01.078 APPOINTMENT OF ZONING ADMINISTRATOR.

The Town Manager may appoint a Zoning Administrator who shall perform the duties that are specified by town ordinances and as assigned by the Town Council. Absent an appointment of an individual to this position, the Town Manager shall be the Zoning Administrator.

Amended 09/17/09

(Prior Code, Ch. 2, Art. IV)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

FINANCE

§ 3.01.090 APPOINTMENT OF BUDGET OFFICER.

The Council shall appoint the **Town Manager shall serve** as a **the** Budget Officer **who and** shall perform the duties outlined in G.S. §§ 159-9 to 12 and related provisions of the General Statutes.

Amended 09/17/09

(Prior Code, Ch. 2, Art. V)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

§ 3.01.091 APPOINTMENT OF FINANCE OFFICER.

The ~~Council~~ **Town Manager** shall appoint a Finance Officer who shall perform the duties outlined in G.S. § 159-25 and related provisions of the General Statutes.

(Prior Code, Ch. 2, Art. V)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

§ 3.01.092 APPOINTMENT OF TAX COLLECTOR.

If the town collects taxes, the ~~Town~~ Council shall appoint a Tax Collector who shall perform those duties that are specified by G.S. § 105-350 "General Duties of Tax Collectors" and as assigned by the ~~Town~~ Council.

(Prior Code, Ch. 2, Art. V)

Cross reference: Appointment and term of other officers and employees, see § 3.01.004

§ 3.01.093 REFUND OR RELEASE OF AD VALOREM TAXES.

- A. The Finance Officer is delegated authority to approve requests for refund or release of tax of less than \$100.
- B. The Finance Officer shall make monthly reports to the Council concerning the actions taken on requests for release or refund.
- C. Actions taken shall be recorded in Council meeting minutes.

(Prior Code, Ch. 2, Art. V)

§ 3.01.094 DELEGATE AUTHORITY TO DISPOSE OF PERSONAL PROPERTY VALUED AT LESS THAN \$5,000.

- A. Pursuant to the provisions of G.S. § 160A-266(c) the Finance Officer is hereby authorized to dispose of any surplus personal property owned by the Town of River Bend whenever he determines, in his discretion, that:
 - 1. The item or group of items has a fair market value of less than \$5,000;
 - 2. The property is no longer necessary for the conduct of public business; and,
 - 3. Sound property management principles and financial considerations indicate that the interests of the town would best be served by disposing of the property.
- B. The Finance Officer may dispose of any surplus personal property by any means which he judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in G.S. § 160A, Article 12. The sale may be public or private, and with or without notice and minimum waiting period.
- C. The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the town if greater value may be obtained in that manner, and

the Finance Officer is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Finance Officer may retain the property, obtain any reasonably available salvage value, or cause it to be disposed of as waste material. No surplus property may be donated to any individual or organization except by resolution of the ~~Town~~ Council.

- D. The Finance Officer shall keep a record of all property sold under authority of this subchapter and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.
- E. The Finance Officer shall report in writing to the ~~Town~~ Council on any property disposed of under this subchapter as follows: on February 1 on any property disposed of from July 1 through December 31 of the previous year, and on August 1 on any property disposed of from January 1 through June 30 of the same year.

(Prior Code, Ch. 2, Art. V)

§ 3.01.095 DELEGATE AUTHORITY TO PURCHASE APPARATUS, SUPPLIES, MATERIALS OR EQUIPMENT.

- A. *Grant of authority.* Subject to the restrictions and conditions hereinafter provided, when purchasing apparatus, supplies, materials or equipment for use by the Town of River Bend, in addition to the authority as may be provided by G.S. § 143-129(a) and/or otherwise delegated by the ~~Town~~ Council, the ~~Finance Officer~~ **Town Manager** shall have the authority to:
 - 1. Prepare, or cause to be prepared, plans and/or specifications setting forth a complete description of the item(s) to be purchased and the characteristics, features and/or requirements therefor;
 - 2. Include, where appropriate, in specifications for the item(s) to be purchased an opportunity for bidders to purchase as trade-in specified personal property owned by the town;
 - 3. Advertise, or otherwise secure bids, for item(s), if required under applicable law;
 - 4. Award contracts for the purchase of the item(s) and, where applicable, award contracts for the purchase of the item(s) and the sale of trade-in property;
 - 5. Reject bids;
 - 6. Readvertise to receive bids;
 - 7. Waive bid bond or deposit requirements;
 - 8. Waive performance and payment bond requirements; and
 - 9. Execute and deliver the purchase contract(s).
- B. *Report.* At the first meeting of the ~~Town~~ Council following the award of any contract(s) pursuant to this subchapter, the ~~Finance Officer~~ **Town Manager** shall submit a report to the ~~Town~~ Council summarizing the bids received and the contract(s) awarded. The report shall be included in the minutes of the meeting at which it is received.
- C. *Extent of authority.* Except in ~~cases of sole source purchases pursuant to G.S. § 143-129(f) and cases of purchases from established contracts pursuant to G.S. § 143-129(g), unless otherwise provided by law, the provisions of this subchapter shall apply to the purchase of apparatus,~~

supplies, materials or equipment requiring the estimated expenditure of municipal funds in an amount not to exceed \$15,000 for any 1 item or group of similar items.

- D. *No limitation of other authority.* The provisions of this chapter are not intended to limit, restrict or revoke, in any manner, authority otherwise granted and/or delegated to the ~~Finance Officer~~ **Town Manager** by statute, law or action of the ~~Town~~ Council.
- E. *Appropriation required.* No purchase shall be made by the ~~Finance Officer~~ **Town Manager** under authority of this subchapter unless an appropriation for the purpose has been authorized in the annual budget, or by supplemental appropriation or budget appropriation amendment duly adopted by the ~~Town~~ Council.
- F. *Application of General Statutes.* In acting pursuant to the authority delegated by this subchapter, the ~~Finance Officer~~ **Town Manager** shall comply with the requirements of G.S. Article 8, Chapter 143, as from time to time amended, modified, supplemented, revised or superseded, to the same extent as would have otherwise applied to the ~~Town~~ Council.

(Prior Code, Ch. 2, Art. V)

§ 3.01.096 SPECIAL ASSESSMENTS.

- A. *Purpose of subchapter.* Whereas the Town of River Bend is authorized to make special assessments against benefited property within its corporate limits as set forth in G.S. § 160A-216, this subchapter is enacted to accomplish those purposes as more particularly set forth in G.S. Chapter 160A, Article 10.
- B. *Special assessment procedure.* The Town of River Bend, when consenting to undertake any special assessment activity as set forth in G.S. § 160A-216, shall at all times follow the procedures and requirements as set forth in G.S. Chapter 160A, Article 10.
- C. *Assessment methodology: discretionary decisions.* At any time when the ~~Town~~ Council shall have discretion relating to any aspect of special assessments, it shall endeavor to balance the needs of the town in general, the needs of those citizens of the town who are benefitted by the special assessments, economic considerations and any other considerations which the ~~Town~~ Council, in its sole discretion, deems advisable.

(Prior Code, Ch. 2, Art. V)

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 3.01, General Administration, be amended as follows:

GENERAL ADMINISTRATION

§ 3.01.075 APPOINTMENT OF TOWN MANAGER.

- A. In accordance with North Carolina General Statute 160A-147, the Council shall appoint a Town Manager to serve at its pleasure. Such appointment is to be made solely on the basis of the manager's executive and administrative experience. Manager shall perform the duties outlined in G.S. § 160A-148 which are also described in § 3.01.003.

Amended 09/17/09

- B. The following non-exclusive list of department heads may be appointed by, removed by, and shall be administratively supervised by, the Town Manager:

1. Chief of Police
2. Finance Director
3. Town Clerk
4. Zoning Administrator
5. Water Resources/Public Works Director

Added 09/17/09

(Prior Code, Ch. 2, Art. IV)

Cross reference: *Appointment and term of other officers and employees, see § 3.01.004*

§ 3.01.076 APPOINTMENT OF TOWN CLERK.

The Town Manager shall appoint a town clerk who shall perform the duties outlined in G.S. § 160A-171.

Amended 09/17/09

(Prior Code, Ch. 2, Art. IV)

Cross reference: *Appointment and term of other officers and employees, see § 3.01.004*

§ 3.01.077 APPOINTMENT OF TOWN ATTORNEY.

The Council shall appoint a Town Attorney to serve at its pleasure and to be its legal advisor.

(Prior Code, Ch. 2, Art. IV)

***Cross reference:** Appointment and term of other officers and employees, see § 3.01.004*

§ 3.01.078 APPOINTMENT OF ZONING ADMINISTRATOR.

The Town Manager may appoint a Zoning Administrator who shall perform the duties that are specified by town ordinances and as assigned by the Council. Absent an appointment of an individual to this position, the Town Manager shall be the Zoning Administrator.

Amended 09/17/09

(Prior Code, Ch. 2, Art. IV)

***Cross reference:** Appointment and term of other officers and employees, see § 3.01.004*

FINANCE

§ 3.01.090 APPOINTMENT OF BUDGET OFFICER.

The Town Manager shall serve as the Budget Officer and shall perform the duties outlined in G.S. §§ 159-9 to 12 and related provisions of the General Statutes.

Amended 09/17/09

(Prior Code, Ch. 2, Art. V)

***Cross reference:** Appointment and term of other officers and employees, see § 3.01.004*

§ 3.01.091 APPOINTMENT OF FINANCE OFFICER.

The Town Manager shall appoint a Finance Officer who shall perform the duties outlined in G.S. § 159-25 and related provisions of the General Statutes.

(Prior Code, Ch. 2, Art. V)

***Cross reference:** Appointment and term of other officers and employees, see § 3.01.004*

§ 3.01.092 APPOINTMENT OF TAX COLLECTOR.

If the town collects taxes, the Council shall appoint a Tax Collector who shall perform those duties that are specified by G.S. § 105-350 "General Duties of Tax Collectors" and as assigned by the Council.

(Prior Code, Ch. 2, Art. V)

***Cross reference:** Appointment and term of other officers and employees, see § 3.01.004*

§ 3.01.093 REFUND OR RELEASE OF AD VALOREM TAXES.

- A. The Finance Officer is delegated authority to approve requests for refund or release of tax of less than \$100.
- B. The Finance Officer shall make monthly reports to the Council concerning the actions taken on requests for release or refund.
- C. Actions taken shall be recorded in Council meeting minutes.

(Prior Code, Ch. 2, Art. V)

§ 3.01.094 DELEGATE AUTHORITY TO DISPOSE OF PERSONAL PROPERTY VALUED AT LESS THAN \$5,000.

- A. Pursuant to the provisions of G.S. § 160A-266(c) the Finance Officer is hereby authorized to dispose of any surplus personal property owned by the Town of River Bend whenever he determines, in his discretion, that:
 - 1. The item or group of items has a fair market value of less than \$5,000;
 - 2. The property is no longer necessary for the conduct of public business; and,
 - 3. Sound property management principles and financial considerations indicate that the interests of the town would best be served by disposing of the property.
- B. The Finance Officer may dispose of any surplus personal property by any means which he judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in G.S. § 160A, Article 12. The sale may be public or private, and with or without notice and minimum waiting period.
- C. The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the town if greater value may be obtained in that manner, and the Finance Officer is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Finance Officer may retain the property, obtain any reasonably available salvage value, or cause it to be disposed of as waste material. No surplus property may be donated to any individual or organization except by resolution of the Council.
- D. The Finance Officer shall keep a record of all property sold under authority of this subchapter and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.
- E. The Finance Officer shall report in writing to the Council on any property disposed of under this subchapter as follows: on February 1 on any property disposed of from July 1 through December 31 of the previous year, and on August 1 on any property disposed of from January 1 through June 30 of the same year.

(Prior Code, Ch. 2, Art. V)

§ 3.01.095 DELEGATE AUTHORITY TO PURCHASE APPARATUS, SUPPLIES, MATERIALS OR EQUIPMENT.

- A. *Grant of authority.* Subject to the restrictions and conditions hereinafter provided, when purchasing apparatus, supplies, materials or equipment for use by the Town of River Bend, in addition to the authority as may be provided by G.S. § 143-129(a) and/or otherwise delegated by the Council, the Town Manager shall have the authority to:
1. Prepare, or cause to be prepared, plans and/or specifications setting forth a complete description of the item(s) to be purchased and the characteristics, features and/or requirements therefor;
 2. Include, where appropriate, in specifications for the item(s) to be purchased an opportunity for bidders to purchase as trade-in specified personal property owned by the town;
 3. Advertise, or otherwise secure bids, for item(s), if required under applicable law;
 4. Award contracts for the purchase of the item(s) and, where applicable, award contracts for the purchase of the item(s) and the sale of trade-in property;
 5. Reject bids;
 6. Readvertise to receive bids;
 7. Waive bid bond or deposit requirements;
 8. Waive performance and payment bond requirements; and
 9. Execute and deliver the purchase contract(s).
- B. *Report.* At the first meeting of the Council following the award of any contract(s) pursuant to this subchapter, the Town Manager shall submit a report to the Council summarizing the bids received and the contract(s) awarded. The report shall be included in the minutes of the meeting at which it is received.
- C. *Extent of authority.* Except in cases of purchases from established contracts pursuant to G.S. § 143-129(g), unless otherwise provided by law, the provisions of this subchapter shall apply to the purchase of apparatus, supplies, materials or equipment requiring the estimated expenditure of municipal funds in an amount not to exceed \$15,000 for any 1 item or group of similar items.
- D. *No limitation of other authority.* The provisions of this chapter are not intended to limit, restrict or revoke, in any manner, authority otherwise granted and/or delegated to the Town Manager by statute, law or action of the Council.
- E. *Appropriation required.* No purchase shall be made by the Town Manager under authority of this subchapter unless an appropriation for the purpose has been authorized in the annual budget, or by supplemental appropriation or budget appropriation amendment duly adopted by the Council.
- F. *Application of General Statutes.* In acting pursuant to the authority delegated by this subchapter, the Town Manager shall comply with the requirements of G.S. Article 8, Chapter 143, as from time to time amended, modified, supplemented, revised or superseded, to the same extent as would have otherwise applied to the Council.

(Prior Code, Ch. 2, Art. V)

§ 3.01.096 SPECIAL ASSESSMENTS.

- A. *Purpose of subchapter.* Whereas the Town of River Bend is authorized to make special assessments against benefited property within its corporate limits as set forth in G.S. § 160A-216, this subchapter is enacted to accomplish those purposes as more particularly set forth in G.S. Chapter 160A, Article 10.
- B. *Special assessment procedure.* The Town of River Bend, when consenting to undertake any special assessment activity as set forth in G.S. § 160A-216, shall at all times follow the procedures and requirements as set forth in G.S. Chapter 160A, Article 10.
- C. *Assessment methodology: discretionary decisions.* At any time when the Council shall have discretion relating to any aspect of special assessments, it shall endeavor to balance the needs of the town in general, the needs of those citizens of the town who are benefitted by the special assessments, economic considerations and any other considerations which the Council, in its sole discretion, deems advisable.

(Prior Code, Ch. 2, Art. V)

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

Adopted this the 17th day of November, 2022

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

EWAB 11\7\2022

EWAB met at 7 PM on Monday 7 November 2022 in the small conference room in the municipal building.

Chairman Ackiss called the meeting to order, there was a quorum. There were two visitors.

The minutes from the October 2022 meeting were approved.

Councilman Leonard gave a council update.

Old business: discussion about bulkhead inspections, EWAB will coordinate with the town to start inspections.

Several stormwater drain areas were inspected by the town and were found to be clear of any blockages.

New business: Fishing dock completed, discussion about adding life preservers and a ladder.

Discussion about cleaning up the ponds that are part of the stormwater drainage system.

Volunteer hours total for October 14 hours.

There will not be a EWAB meeting in December 2022.

Next meeting will be on January 2, 2023, at 7 PM in the small conference room in the municipal building.



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: Delane Jackson

RE: Recommendation on Response to RFQ

DATE: November 8, 2022

The Town of River Bend posted an RFQ for engineering services for rehabilitation of the town's wastewater treatment plant. The selection committee met on November 7 to review and evaluate all responses. The selection committee is composed of the Mayor, Town Manager and Public Works Director.

The Selection Committee recommends awarding the contract for engineering services to Rivers & Associates, Inc. of Greenville, NC BELS license # F-0334.

November 8, 2022

Mr. Delane Jackson, Town Manager
Town of River Bend
45 Shoreline Drive
River Bend, North Carolina 28562

SUBJECT: WWTP Enhancements
Engineering Services Agreement

Dear Delane:

Attached for your review, processing and approval are two (2) copies of the proposed Engineering Services Agreement to proceed with consulting services associated with the recently funded River Bend WWTP Enhancements project.

In general, the services required include preparation of the Engineering Report for NCDEQ DWI approval; specific design modifications/updates; revisions/update to the existing construction plans, specifications and contract(s); re-permitting for Environmental, Wetland and Construction purposes; additional Boundary & Topographic survey work; Bid Phase services, Construction Administration and Construction Observation Phase services; and Preparation of Construction Record Drawings. Grant administration assistance will be provided as required to facilitate proper documentation, reimbursement, and closeout.

The following is a summary of the recommended services and associated fees:

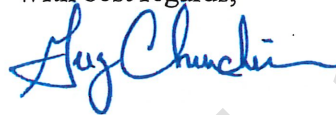
Consulting Service	Est. Fee	Fee Basis
Preparation of Engineering Report	\$20,000	Lump Sum
Preliminary and Final Design	\$88,000	Lump Sum
Environmental, Wetland & Construction Permitting	\$19,000	Hourly plus reimb.
Bidding and/or Negotiation	\$32,000	Hourly plus reimb.
Construction Administration	\$190,000	Hourly plus reimb.
Construction Observation	\$260,000	Hourly plus reimb.
Additional Boundary & Topographic Survey	\$13,000	Hourly plus reimb.
Preparation of Record Drawings	<u>\$17,000</u>	Hourly plus reimb.
Total Estimated Cost	\$639,000	

Please let me know if you have any questions. With your permission, I will plan to attend the River Bend Town Council Workshop Meeting on November 10th to address any questions or provide any additional input that is desired.

November 8, 2022
Page 2

We appreciate the opportunity to continue to work with the Town of River Bend, and look forward to assisting the Town with making the WWTP Enhancements project a reality after these many years.

With best regards,



Gregory J. Churchill, P.E.
President

Cc: File

Encls.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of November 10, 2022 ("Effective Date") between
Town of River Bend ("Owner") and
Rivers & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

WWTP Enhancements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preparation of Engineering Report, Preliminary and Final Design Additions and Revisions; Modifications to Existing Construction Plans, Specifications and Construction Contract(s); Environmental, Wetland and Construction Permitting; Bidding and/or Negotiation; Construction Administration; Construction Observation; additional Boundary and Topographic Survey; Preparation of Record Drawings; Grant Administration Assistance; and additional phases or tasks as required and/or authorized in writing by Owner. Refer to Exhibit J for further Project Description.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit - Deleted*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

Summary of Engineering Fees

C2.01.1 *Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment*

A.1.a.	Study and Report Phase	<u>\$20,000.00</u>
A.1.b.	Preliminary and Final Design Phase	<u>\$88,000.00</u>

C2.01.2 *Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A.4.d.	Bidding or Negotiating Phase	<u>\$32,000.00</u>
A.4.e.	Construction Phase	<u>\$190,000.00</u>

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A.1.	Resident Project Representative Services	<u>\$260,000.00</u>
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C2.05 *Compensation for Additional Services – Standard Hourly Rates Method of Payment*

D.1.	Environmental, Wetland and Construction Permitting	<u>\$19,000.00</u>
D.2.	Additional Boundary and Topographic Surveys	<u>\$13,000.00</u>
D.3.	Record Drawings	<u>\$17,000.00</u>

C2.01.1 through C2.05 TOTAL **\$639,000.00**



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: Delane Jackson 

RE: Recommendation on Response to RFQ

DATE: November 8, 2022

The Town of River Bend posted an RFQ for engineering services for development of an Asset Inventory and Assessment for the town's water system. The selection committee met on November 7 to review and evaluate all responses. The selection committee is composed of the Mayor, Town Manger and Public Works Director.

The Selection Committee recommends awarding the contract for engineering services to Municipal Engineering Services, Inc. of Garner, NC BELS license # F-0812.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____
("Effective Date") between the Town of River Bend, North Carolina ("Owner") and
Municipal Engineering, Inc. (MEI) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally
identified as follows:

Water System Asset Inventory and Assessment (AIA) ("Project").

Project Description

The Town of River Bend was awarded a \$150,000 water system Asset Inventory and
Assessment (AIA) Grant from the NCDEQ Division of Water Infrastructure. The town will
use these funds to develop a hydraulic model of its water system, update portions of its
water system GIS mapping system and develop water system improvement projects for
inclusion in the town's Asset Management Plan and CIP.

The ENGINEER'S **Scope of Services** under this Agreement are generally identified as
follows:

1. Project Management

Project Management is estimated to span twenty-four (24) months to be completed by
the ENGINEER as follows:

- a) Project Scoping and Contract Preparation
- b) One (1) Project Kick-Off Meeting with OWNER
- c) Maintain a project filing system to document and retain project records
- d) Maintain project costs accounting system
- e) Review monthly budgets and invoices for engineering services to oversee
and document project progress
- f) Arrange and participate in two (2) project status meetings with OWNER to
review progress, budget and schedule and exchange ideas and information.
Meetings will be held in-person at Town offices or via online virtual
meeting.
- g) Prepare and distribute project status meeting minutes to include a record of
decisions made and actions assigned.

2. GIS Asset Inventory and Mapping

- a) The ENGINEER shall provide services to inventory and map the water
infrastructure assets utilizing GPS/GIS based mapping technology including

Appendix 1, Standard Hourly Rates Schedule

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.

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inventory location of pipes, valves, hydrants, water meters, pump stations, major treatment facility structures, materials, asset features, age, etc. and provide connectivity and GIS mapping for water system assets in ESRI ArcGIS format. Inventory includes approximately 19 miles of distribution lines and appurtenances (valves, hydrants, meters, vaults), 3 wells, 2 treatment plants, and 2 elevated storage tanks.

- b) Prior to initial GPS/GIS fieldwork, ENGINEER shall review and compile existing systems maps, as-built drawings and other data sources to identify gaps in data, assist in the asset inventory and to obtain relevant and missing data.
- c) The ENGINEER is responsible for locating only those above or below ground assets that are visible, readily accessed and safe to enter. It is not the responsibility of the ENGINEER to expose any valves, meters, vaults, or any other water system assets that are covered, paved over or for any reason, inaccessible or unsafe to enter. If such cases arise, the ENGINEER will coordinate with the OWNER to have these assets uncovered or exposed, at the OWNER's expense, so that they may be inventoried and mapped. ***MEI personnel are not certified for confined space entry and will not enter any environment considered hazardous or a confined space.***

2. Water System Hydraulic Model

The consultant will utilize existing GIS system maps, plans, specifications, past water construction projects; interview town staff, and other additional information available for the completion of water system hydraulic modeling.

The Consultant shall perform field investigation to verify the available data and shall collect additional data necessary for the hydraulic models. The data shall include, but not be limited to, pump station capacities, pump curves, water storage tank volumes, pressure relief valve capacities and settings, elevations, water demands including average daily flow (ADF) and peak flows for the major water users within the system.

After records review and field investigation, the Consultant shall develop a water system hydraulic model. The Model shall include, but not be limited to, the following attributes:

- Line lengths
- Line diameters
- Friction factors of pipes
- Node elevations
- Representative demands at each node
- Water storage characteristics & elevations
- Any major Control valves
- All pumping stations characteristics in the water system

The Model shall be calibrated to observe the current field conditions. Field calibration measurements shall be conducted at key locations to provide accurate calibration. If required, the town will perform some fire flow tests for calibration which shall be provided to the Consultant. Hazen-Williams C-Factors shall be assigned based on relative historical values and calibration changes shall be made to the model values on a global basis. Once the base model is calibrated, the Consultant shall perform the following:

- Steady-state analyses of the water distribution system with pumps and tanks under average daily demand and maximum daily demand.
- Extended Period Simulation analyses of the water distribution system based on the average, daily operating conditions and parameters.
- Water Quality analyses on the water system to determine how the system will behave under extreme conditions and if high water age is a potential problem for the system.

At the completion of modeling, the consultant shall prepare a summary report. Shortcomings in flow, pressure, head loss, and water quality shall be noted in the report based on a criterion supplied by the Town or developed in coordination with the Consultant. A plan shall be developed prioritizing recommended enhancements for future improvements.

1. Replacing old cast iron lines, making recommendations for replacement sizes.
2. Completing system loops to provide proper system backbone, residual disinfection, and elimination of maintenance problems caused by dead ends.
3. Addition/replacement of water lines where flow and pressure deficiencies, known areas of chronic discolored water calls and main breaks are identified.
4. Correcting inadequate system pressures and flow to meet AWWA standards.
5. Analysis of existing storage and system capacity.

3. Desktop Condition Assessment

The ENGINEER will conduct a desktop condition assessment of the water distribution system to identify existing and future critical needs. Town operations and maintenance staff, administration and financial staff along with the town's engineers will work together to identify and plan critical capital projects necessary to protect and maintain the water system and meet existing and future demands. Information gathered through this assessment, along with information gathered from the proposed water system model, will be used to prioritize and develop capital improvement projects. ***Note: The OWNER shall be responsible for providing and compiling all in-house documentation (leak/repair reports, O&M records, hydrant flow tests, customer complaints, etc.) requested by the ENGINEER and necessary to perform the desktop condition assessments.***

4. Capital Improvement Planning

Based on results from the desktop condition assessment and the water system model, the ENGINEER will assist the OWNER in identifying and developing projects for inclusion into the Town's 10-year Capital Improvements Plan (CIP). The ENGINEER will assist the OWNER in creating and adopting the actual CIP document and inclusion of recommended projects into the CIP. The following criteria will be provided to the OWNER for each potential CIP Project:

- Description of Project
- Need for Project
- Year Needed
- Estimated Project Costs
- Potential Funding Sources

5. Grant/Loan Administration

- a) The ENGINEER shall assist the OWNER with reimbursement/disbursement requests and submitting deliverables as required by the funding agency. The ENGINEER has budgeted for the preparation and submittal of six (6) reimbursement requests.
- b) Preparation and submittal of the AIA Preliminary Project Scope to the NCDEQ/DWI.
- c) One (1) meeting with the Town Board at the close of the project to present project deliverables and provide an overview of the tasks and accomplishments of the AIA grant project for acceptance by the Town board.
- d) Grant/loan close-out activities.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within twenty-four (24) months of the date specified in the State's Grant Offer & Acceptance letter to the OWNER for Project No. AIA-D-ARP-0132.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer

for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or

rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- D. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- G. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Phase/Description	Basis	Fee
Project Management (Task .1)	LS	\$ 10,000.00
GIS Mapping System Updates (Task .2)	LS	70,000.00
Water System Hydraulic Model (Task .3)	LS	50,000.00
Water System Desktop Assessment (Task .4)	LS	10,000.00
CIP Project Planning (Task .5)	LS	5,000.00
Grant Administration (Task .6)	LS	5,000.00
TOTAL ENGINEERING SERVICES FEE		\$ 150,000.00

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, including services resulting from changes in the defined "Scope of Services", extent or character of the Project, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing

class; plus reimbursable expenses and Engineer's consultants' charges, if any.
Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
Effective Date of which is indicated on page 1.

OWNER: Town of River Bend, North Carolina

ENGINEER: Municipal Engineering, Inc.

By: _____

By: _____

Print Name: John Kirkland

Print Name: Travis L. Woodie

Title: Mayor

Title: COO/CFO

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate
Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Address for giving notices:

Town of River Bend

Municipal Engineering, Inc.

45 Shoreline Drive

68 Shipwash Drive

River Bend, NC 28562

Garner, NC 27529

Attn: Delane Jackson, Town Manager

Attn: Gary M. Flowers, PE

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

Finance Officer

Date

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, _____.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

MUNICIPAL ENGINEERING, Inc.
N.C. Engineering & Surveying License No. F-0812
N.C. Geologist License No. C-586

STANDARD HOURLY RATE SCHEDULE

Effective January 2022

Sr. Principal Engineer	\$205.00 per hour
Sr. Project Engineer	\$165.00 per hour
Principal Project Manager	\$165.00 per hour
Professional Geologist	\$165.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$155.00 per hour
Funding Administrator	\$100.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$ 90.00 per hour
Environmental Specialist	\$ 85.00 per hour
Lead Senior Designer	\$ 95.00 per hour
Senior Designer	\$ 90.00 per hour
Design Technician	\$ 85.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$135.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour

QA/QC Field Supervisor
Secretary/Administrative Asst.
Consultants
Direct Costs

\$100.00 per hour
\$ 65.00 per hour
Cost plus 15%
Cost plus 15%

No Charge for Mileage or Phone Calls

ITEM 1C



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: Delane Jackson

RE: Recommendation on Response to RFQ

DATE: November 8, 2022

The Town of River Bend posted an RFQ for engineering services for development of an Asset Inventory and Assessment for the town's sewer system. The selection committee met on November 7 to review and evaluate all responses. The selection committee is composed of the Mayor, Town Manager and Public Works Director.

The Selection Committee recommends awarding the contract for engineering services to Municipal Engineering Services, Inc. of Garner, NC BELS license # F-0812.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the Town of River Bend, North Carolina ("Owner") and Municipal Engineering, Inc. (MEI) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Sewer System Asset Inventory and Assessment (AIA) Program
State No. AIA-W-ARP-0131 ("Project").**

Project Description

The Town of River Bend wastewater collection system consists of approximately 11 miles of gravity sewer, 5 miles of force main, and 8 duplex pump stations. The collected wastewater is metered and flows to the town's Wastewater Treatment Plant (NC0030406) for ultimate treatment and discharge into the Trent River. The WWTP has a permitted capacity of 0.330 MGD. ***Assessment of the Wastewater Treatment Plant is outside the scope of this project.*** The town was recently awarded an Asset Inventory and Assessment (AIA) grant from the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) to fund this project.

The purpose of the Sanitary Sewer System Asset Inventory and Assessment program is to develop a sanitary sewer system AIA program that will implement condition assessment and asset inventory management practices and procedures to ensure the long-term sustainability of the wastewater system. By performing conditions assessments and having a current inventory of wastewater assets, the Town of River Bend will be able to make informed, cost-effective decisions regarding system improvements and the operations and maintenance of the wastewater collection system which will minimize the total costs of owning and operating those assets while also delivering the best service and appropriate rates to its customers.

Engineer's Scope of Services under this Agreement are generally identified as follows

The ENGINEER proposes to provide the following Tasks:

1. Project Management

Project Management is estimated to span Twenty (24) months to be completed by the ENGINEER as follows:

- a) Project Scoping and Contract Preparation
- b) Project Kick-Off Meeting with OWNER

- c) Maintain a project filing system to document and retain project records
- d) Maintain project costs accounting system
- e) Review monthly budgets and invoices for engineering services to oversee and document project progress
- f) Arrange and participate in one (1) project status meeting with OWNER to review progress, budget and schedule and exchange ideas and information. Meeting will be held in-person or via online virtual meeting.
- g) Prepare and distribute project meeting minutes to include a record of decisions made and actions assigned.
- h) Provide coordination and administration of any sub-consultants.

2. GIS Asset Inventory and Mapping

- a) The ENGINEER shall provide services to inventory and map the wastewater infrastructure assets utilizing GPS/GIS based mapping technology including inventory location of pipes, manholes (w/inverts), pump stations, and sewer clean-outs, materials, asset features, age, etc. and provide connectivity and GIS mapping for sewer system assets in ESRI ArcGIS format. Inventory includes approximately 11 miles of gravity sewer, 5 miles of force main, and 8 duplex pump stations.
- b) Prior to initial GPS/GIS fieldwork, ENGINEER shall review and compile existing systems maps, as-built drawings, consult with O&M personnel or other town staff that may have knowledge of the system components and locations and other data sources to identify gaps in data, assist in the asset inventory and to obtain relevant and missing data.
- c) The ENGINEER is responsible for locating only those above or below ground assets that are visible, readily accessed and safe to enter. It is not the responsibility of the ENGINEER to expose any manholes, service clean-outs, valves, dry-pits, vaults, or any other wastewater system assets that are covered, paved over or for any reason, inaccessible or unsafe for MEI personnel to enter. If such cases arise, the ENGINEER will coordinate with the OWNER to have these assets uncovered or exposed, at the OWNER's expense, so that they may be inventoried and mapped. ***MEI personnel are not certified for confined space entry and will not enter any environment considered hazardous or a confined space.***
- d) The ENGINEER shall deliver to the OWNER one (1) digital copy (PDF format) and two (2) hard copies of all mapping deliverables which shall consist of an overall system map (36"x 24" size) and indexed map book(s) (11"x 17" sized) showing enlarged sections of the system based on an indexed grid system.

3. Sewer System Condition Assessment

- a) The ENGINEER shall provide services to perform a condition assessment of select segments of the wastewater collection system (segments and final quantities TBD by Owner and Engineer) including smoke testing and cleaning/CCTV inspection of approximately 12,000± linear feet of gravity sewers and Level 2 inspection of approximately 30 manholes. All inspections shall be performed in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) guidelines.

- b) Assist the OWNER with procurement of service providers utilizing tools such as smoke testing and CCTV video inspection of lines and manholes to inspect and assess condition.
- c) Prepare and administer sub-consultant agreement for smoke testing, CCTV pipeline and manhole condition assessment services.
- d) Project deliverables shall include smoke testing reports (w/GIS database/coordinates) and photos, manhole inspection reports and photos (MACP compliant) and copies of all CCTV inspection videos. Deliverables shall be provided in electronic format on either a DVD or USB thumb drive.

4. Capital Improvement Project Planning

Based on results from the condition assessment the ENGINEER will assist the OWNER in identifying and developing projects for inclusion into the Town's 10-year Capital Improvements Plan (CIP). The ENGINEER will assist the OWNER in creating and adopting the actual CIP document and inclusion of recommended projects into the CIP. The following criteria will be provided to the OWNER for each potential CIP Project:

- Description of Project
- Need for Project
- Year Needed
- Estimated Project Costs
- Potential Funding Sources

5. Grant Administration

- a) Preparation and submittal of Preliminary Project Scope to the Division of Water Infrastructure
- b) The ENGINEER shall assist the OWNER with reimbursement/disbursement requests and submitting deliverables as required by the funding agency. The ENGINEER has budgeted for the preparation and submittal of six (6) reimbursement requests.
- c) Attend one (1) meeting with the Town Board at the close of the project, to present any project deliverables and provide an overview of the tasks and accomplishments of the AIA grant project for acceptance by the Town board.
- d) Prepare and present a PowerPoint presentation and written Executive Summary to the town board summarizing the project expectations, goals and accomplishments.
- e) Prepare and submit all Grant/loan close-out documents to the NC division of Water Infrastructure for final reimbursement to the town.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish

services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

- B. Engineer shall complete its services within two years (24 months) of the date specified in the State's Grant Offer & Acceptance letter to the Owner. for Project No. AIA-W-ARP-0131.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily

furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- E. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- F. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Task	Phase/Description	Basis	Fee
.1	Project Management	LS	\$ 10,000.00
.2	GIS Asset Inventory and Mapping	LS	70,000.00
.3	CCTV Condition Assessment/Smoke Testing	LS	60,000.00
.4	Capital Improvement Project Planning	LS	5,000.00
.5	Grant Administration	LS	5,000.00
TOTAL ENGINEERING SERVICES FEE			\$ 150,000.00

LS: Lump Sum

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of River Bend, North Carolina

ENGINEER: Municipal Engineering, Inc.

By: _____

By: _____

Print Name: John Kirkland

Print Name: Travis L. Woodie

Title: Mayor

Title: COO/CFO

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate
Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Address for giving notices:

Town of River Bend

Municipal Engineering Services, Co., PA

45 Shoreline Drive

68 Shipwash Drive

River Bend, NC 28562

Garner, NC 27529

Attn: Delane Jackson, Town Manager

Attn: Gary M. Flowers, PE

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

Finance Officer

Date

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, _____.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

STANDARD HOURLY RATE SCHEDULE

Effective January 2022

Sr. Principal Engineer	\$205.00 per hour
Sr. Project Engineer	\$165.00 per hour
Principal Project Manager	\$165.00 per hour
Professional Geologist	\$165.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$155.00 per hour
Funding Administrator	\$100.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$ 90.00 per hour
Environmental Specialist	\$ 85.00 per hour
Lead Senior Designer	\$ 95.00 per hour
Senior Designer	\$ 90.00 per hour
Design Technician	\$ 85.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$135.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%

No Charge for Mileage or Phone Calls

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 XV, Land Usage, Chapter 15.02, Zoning, be amended by making the following changes to the following sections:

I. § 15.02.020 DEFINITIONS.

TOURIST HOME. A residential or commercial structure wherein rooms or the entire structure are rented to provide overnight accommodations or rental terms of less than thirty (30) days for transient guests.

II. § 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

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*
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
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
Tourist Home***	P	P			P	P	P		D

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*
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
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

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*
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 *** Non-conforming uses of tourist home at the time of its addition to this ordinance shall be amortized for a period of 12 months from November 17, 2022. After that date, the use must terminate if not permitted in the corresponding zone or a special use permit has not been obtained, as applicable.									

Penalty, see § 1.01.999

Amended 11/18/10

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

Adopted this the 17th day of November, 2022

ATTEST:

John Kirkland, Mayor

Kristie Nobles, Town Clerk

THE INTEGRITY OF NORTH CAROLINA ELECTIONS

I know that the Town Manager has written several articles making the plea that citizens who desire facts about issues of concern related to Town ordinances and infrastructure projects should refer to the Town's Web Page rather than read and accept what they can read on one of the social postings. I know that the Manager has written these articles because I have read them.

My effort at critical reading is a listing of online documents that the State Board of Elections has on its web page that provide detail directing the 100 County Election Boards in the conduct of elections in their jurisdictions. At their website under the title "Tips for Monitoring or Observing the Election at Polling Sites" The article details a number of subjects that provide direction for individuals that may wish to observe the conduct of the election process.

The article under the section titled "Outside Monitors" states---- Anyone has the right to watch or monitor the election outside the voting place. This activity must remain outside the buffer zone, which typically extends 50 feet from the entrance of the voting place and is clearly marked. Outside observers may not disrupt voting, intimidate voters, or otherwise impede access to the polls. On-site elections officials have the duty to ensure a safe and orderly voting where voters are not obstructed. These officials are authorized to remove anyone who is disruptive. N.C.G.S. §163-48.

<https://www.ncsbe.gov/about-elections/election-security/tips-monitoring-or-observing-election-polling-sites>

The authority continues with sections titled:

1. Allowed
2. Prohibited

There follows a section titled "Observing the Election Inside", these observers are appointed by the Political Parties. When one reads this document with its enumerated authority and prohibitions one should assume that the entire election process is well regulated and the results should be without objection. Of course it follows that the observers need to possess the trait of integrity as relates to their responsibility.

My hope is that rather than posting on or reading words on the "social media" that citizens should first read the State Board of Elections' website.

Town of River Bend

Public Comment Policy

Overview- In 2005, the North Carolina General Assembly, through the passage of NCGS 160A-81.1, required that each municipality in North Carolina provide a period for public comment at least once per month at a regular meeting of the council. The General Assembly gave councils the authority to adopt rules governing the conduct of the public comment period. The Town of River Bend recognizes the importance of receiving comments from the public. The purpose of the public comment period is to give the public an opportunity to express their views, comments or opinions to the council. It is a time for the council to listen to the public. The following rules have been established to maintain order and decorum during the public comment period. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

I. Public Comment Period

The public comment period shall 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. All comments to the council during the public comment period shall be subject to the following guidelines:

1. Prior to the start of the public comment period, persons wishing to address the council will register on a sign-up sheet stationed by the meeting room door. Prior to beginning the public comment period, the Mayor will collect the sign-up sheet and recognize speakers in the order that they registered. Speakers will address the council from the lectern and will be asked to provide their name and address for the record.
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 public comment period. A staff member shall serve as time keeper and will promptly announce when the speakers 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 public comment period is not intended to require the council and/or any staff to answer any impromptu questions. The council will not take action on an item presented during the public comment session. Upon completion of the public comment session and when appropriate, the council may refer inquires made during the public comment session 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 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 public comment period.

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 public comment period, shall provide eight (8) copies of those documents to the Town Clerk prior to the start of the meeting. 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.

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

- Adopted June 18, 2015