



RIVER BEND TOWN COUNCIL AGENDA
Regular Meeting
May 21, 2020
River Bend Town Hall
7:00 p.m.

Pledge: Councilman Van Slyke

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

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

- A. Approve:
Minutes of the March 12, 2020 Work Session
Minutes of the March 19, 2020 Regular Meeting
Minutes of the April 9, 2020 Work Session

7. TOWN MANAGER'S REPORT – Delane Jackson
 - A. Presentation of Draft Fiscal Year 2020-2021 Budget Message and Ordinance
 - B. **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. Environment and Waterways – Councilman Brian Leonard
 - A. EWAB Report

9. Parks & Recreation/CAC – Councilman Harry “Bud” McClard
 - A. Parks and Rec Report
 - B. Organic Garden Report
 - C. **Vote** – Approve Contracts with KA Jones Management
 - i. Landscaping
 - ii. Mowing
 - iii. Leaf and limb
 - D. **Vote** – Appoint Dave Moazed to the Parks & Recreation Board for a term beginning May 21, 2020 and expiring June 30, 2021
10. Public Works and Water Resources – Mayor John Kirkland
 - A. **Vote** – Adopt Pamlico Sound Regional Hazard Mitigation Plan
 - B. PWAB Report
11. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Administrator
 - B. **Vote** – Approve Budget Amendment 19-B-09
12. Planning Board – Councilman Buddy Sheffield
 - A. Planning Board Report
13. Public Safety – Councilman Don Fogle
 - A. **Vote** – Approve Alternate Egress Resolution
14. MAYOR’S REPORT – Mayor Kirkland
15. PUBLIC COMMENT

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

16. ADJOURNMENT

NOTE – In accordance with the Governor’s Executive Order, attendance at this meeting will be limited to 10 people, on a first come basis. The meeting will be recorded and available viewing on CTV-10 and the Town’s webpage.

**River Bend Town Council
Work Session Minutes
March 12, 2020
River Bend Town Hall
5:00 P.M.**

Present Council Members: Mayor John Kirkland
Don Fogle
Brian Leonard
Bud McClard
Buddy Sheffield
Bud Van Slyke
Town Manager: Delane Jackson
Town Clerk: Ann Katsuyoshi
Town Attorney: Dave Baxter
Finance Administrator: Margaret Theis

ACTION: 2019 CDBG-NR PROGRAM

- a. Grant Project Ordinance
- b. Code of Conduct
- c. Grievance Procedure
- e. Signature Resolution
- f. Equal Employment and Procurement Policy
- g. Section 3 Plan
- h. Citizen Participation Plan
- i. Program Policies
- j. Limited English Proficiency Plan
- k. Fair Housing Plan
- l. Residential Anti-displacement and Relocation Assistance Plan

Town Manager Delane Jackson said that all of these policies, resolutions and plans are required in order for us to proceed with the project. The consultant was present to answer any questions the Council may have. With no questions being raised, Councilman Van Slyke **moved to approve the Grant Project Ordinance, the Code of Conduct, the Grievance Procedure, the Excessive Force Policy, the Signatory Resolution, the Equal Employment and Procurement Policy, the Section 3 Plan, the Citizen Participation Plan, the Program Policies, the Limited English Proficiency Plan, the Fair Housing Plan, the Residential Anti-displacement & Relocation Assistance Plan and the Optional Coverage Relocation Plan as presented.** The motion carried unanimously.

The Grant Project Ordinance reads as follows:

**GRANT PROJECT ORDINANCE
2019 CDBG-NR PROGRAM
TOWN OF RIVER BEND**

Be it ordained by the River Bend Board of Councilmen that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Community Development project described in the work statement contained in the grant agreement #18-C-3065 between this unit and the Department of Commerce. This project is more familiarly known as the River Bend 2019 Community Development Project.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Community Development Grant	\$750,000.00
TOTAL	\$750,000.00

Section 4. The following amounts are appropriated for the project:

C-1 Clearance	\$30,000.00
C-1 Temporary Relocation	\$15,000.00
C-1 Rehabilitation	\$210,000.00
C-1 Reconstruction	\$420,000.00
C-1 Administration	<u>\$75,000.00</u>
TOTAL	\$750,000.00

Section 5. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Council.

Section 9. Copies of this grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 12th day of March, 2020.

John Kirkland, Mayor
Name, Title

The Code of Conduct reads as follows:

CODE OF CONDUCT

**2019 CDBG NR PROGRAM
TOWN OF RIVER BEND**

- A. This Code shall govern the performance of officers, employees, and agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of Town shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - 1. The employee, officer or agent;
 - 2. Any member of his immediate family;
 - 3. His or her partner; or
 - 4. Any organization which employs or is about to employ any of the above,has a financial or other interest in the firm selected for award.
- C. Town officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- D. Town at its discretion may make determinations of minimum rules where financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- E. All violations of these standards deemed by the Council to be in excess of minimum levels determined in No. 4, will result in penalties, sanctions or disciplinary action as required by State and Local laws and regulations or as deemed appropriate by the Town Board of Councilmen.

Adopted this 12th day of March, 2020.

John Kirkland, Mayor
Name, Title

The Grievance Procedure reads as follows:

**TOWN OF RIVER BEND
45 Shoreline Drive
River Bend, NC 28562**

**SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE
COMMUNITY DEVELOPMENT BLOCK GRANT**

The Governing Body of the Town of River Bend, hereby designates the Town Manager to serve as Section 504 Compliance Officer throughout the implementation of the Town of River Bend Community Development Block Grant Program.

Citizens with Section 504 grievance may do so at any point in the program. The Locality will respond in writing to written citizen grievances. Citizen grievances should be mailed to: Town Manager, 45 Shoreline Drive, River Bend, NC 28562, 252-638-3870. The Town of River Bend will respond to all written citizen grievances within ten (10) days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any actions prohibited under Section 504, a meeting with the Compliance Officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure CDBG-I Unit:
Mailing Address - 1633 Mail Service Center, Raleigh, North Carolina, 27699-1633
NCDEQ will respond only to written comment within ten (10) calendar days of the receipt of the comment.

This information is available in Spanish or any other language upon request. Please contact Delane Jackson at 252-638-3870 ext. 213 or at 45 Shoreline Drive, River Bend, NC 28562 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Delane Jackson al 252-638-3870 ext. 213 o en 45 Shoreline Drive, River Bend, NC 28562 de alojamiento para esta solicitud.



Adopted this 12th day of March, 2020.

John Kirkland, Mayor

ATTEST: _____
Ann Katsuyoshi, Clerk

The Excessive Force Policy reads as follows:

Excessive Force Policy

TOWN OF RIVER BEND

3 Year Plan

The Town of River Bend, hereby adopts an Excessive Force Policy that is in accordance with the applicable State of North Carolina and Federal Regulations, i.e., Section 519 of Public Law 101-144, (1990 HUD Appropriations Act) requiring units of government receiving CDBG funds to adopt and enforce Excessive Force Provision. The Town, as the recipient of Federal and/or State CDBG-I Grant Funds, acknowledges its responsibility to and will adhere to the aforesaid NC State and Federal Excessive Force Regulations. More particularly, the Town adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and is adopting and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the Town of River Bend.

Adopted this 12th day of March, 2020.

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi, Clerk

The Signatory Resolution reads as follows:

SIGNATORY FORM AND CERTIFICATION

Grant No.

18-C-3065

Recipient Name: Town of River Bend
Address: 45 Shoreline Drive
River Bend, NC 28562

Signatures of individuals authorized to sign Requisition for Funds forms.

(Signature)

John Kirkland, Mayor
(Typed Name) (Typed Title)

(Signature)

Delane Jackson, Town Manager
(Typed Name) (Typed Title)

(Signature)

Margaret Theis Finance Administrator
(Typed Name) (Typed Title)

(Signature)

Mandy Gilbert Finance Assistant
(Typed Name) (Typed Title)

CERTIFICATION

() I certify that the signatures above are of the individuals authorized to sign Requisition for Funds form for the above recipient.

Certifying Official: _____
Title: _____

(X) The governing board has passed a resolution authorizing the persons above to sign Requisition for Funds form for the above recipient. A copy of the resolution is attached. I certify that the signatures above are those of the individuals authorized by resolution of the governing board of the recipient to sign Requisition for Funds forms.

Certifying Official:

Title: _____

SIGNATORY FORM AND CERTIFICATION

1. Indicate name and address of the recipient.
2. **Two** authorized signature shall be required on all Reimbursement Request for Funds forms. The Division of Water Infrastructure will check the signature on each requisition form to see that it does match the authorized signature on the Signatory Form and Certification. Only the signatures of persons shown on the Signatory Forms and Certification will be accepted.
3. To allow for flexibility in making requisition requests, it is recommended that four authorized signatures appear on the Signatory Form and Certification. Local governments may choose one of two options in completing the Certification. If the local government chooses to use the first option, the chief elected official or the chief finance officer must sign the form as the certifying official. In signing as the certifying official, the chief elected official or chief finance officer certifies that: 1) the signatures are authentic and 2) that the persons designated as signatories are authorized to sign requisitions for payment. If the chief elected official or the chief finance officer is the certifying official, that person may not also be an authorized signature. If the community wishes to have both the chief elected official and the chief finance officer sign requisitions for payment, the community should select the second option for certification. In this case, the governing board must pass a resolution authorizing sufficient persons to act as signatories. In addition, an individual who is not designated as a signatory must certify the authenticity of the authorized signatures. Anyone who knows all of the persons authorized to sign requisitions may sign as the certifying official. Another local government staff person or member of the governing body is recommended.
4. If the recipient wishes to change the persons authorized to sign the requisition for funds form a new Signatory Form and Certification must be submitted to the Division of Water Infrastructure.
5. No erasures or corrections may appear on the Signatory Form and Certification.

6. Copy of **detail** invoices as a supporting document must be submitted for all **CDBG eligible** work done and purchases made to corroborate the amount requested.

The Equal Employment and Procurement Policy reads as follows:

Town of River Bend
(City/County/Town)

18-C-3065
(Grant number)

Equal Employment and Procurement Plan

The *Town* of River Bend maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the *Town* prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The *Town* shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the *Town Manager* to assist in the implementation of this policy statement.

The *Town* shall development a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the *Chief Elected Official*.

The *Town* is committed to this policy and is aware that with its implementation, the *Town* will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this 12 day of March 2020.

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi, Clerk
The Section 3 Plan reads as follows:

**Local Jobs Initiative
Section 3 Plan
Local Economic Benefit for Low- and Very Low-Income Persons**

TOWN OF RIVER BEND

3-YEAR PLAN

I. APPLICATION AND COVERAGE OF POLICY

NC Commerce and any of its sub-recipients are committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, **NC Commerce and any of its sub-recipients** of the Town of River Bend has developed and hereby adopts the following Plan:

NC Commerce and any of its sub-recipients will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include **NC Commerce and any of its sub-recipients** and portions of the immediately adjacent area.

NC Commerce and any of its sub-recipients will be responsible for implementation and administration of the Section 3 plan. In order to implement the **NC Commerce and any of its sub-recipients** policy of encouraging local residents and businesses participation in undertaking community development activities, the **NC Commerce and any of its sub-recipients** will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, **NC Commerce and any of its sub-recipients** will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The **State of North Carolina and any of its sub-recipients** will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre-bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Craven County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

NC Commerce and any of its sub-recipients will take the following steps to assure that low income residents and businesses within the community development project area and within the **Town** are used whenever possible: (Describe below)

The Town will keep a record of interested residents and businesses within the community development project area and within the town to use upon the need for solicitation of need for services. The Town will advertise the local distributed newspaper encouraging all low income persons and Section 3 businesses to participate in activities related to the project.

(Example: Place qualified residents and businesses on solicitation lists, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permits, which encourages participation by area for residents and businesses)

Please check the methods to be used for the Section 3 program in your community:

NC Commerce and any of its sub-recipients will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training

assistance through various state and local agencies, or which the **Town** will maintain a list for individuals and business concerns inquiring information

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the Town Hall
- iii. Town Council meeting when project activities and schedules are discussed
- iv. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- v. Notification to other agencies that provide services to low-income people.

Other (describe):

NC Commerce and any of its sub-recipients will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

NC Commerce and any of its sub-recipients will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

NC Commerce and any of its sub-recipients will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of State CDBG, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

NC Commerce and any of its sub-recipients shall report annually the Section 3 numbers using the form HUD 60002 to State CDBG at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

NC Commerce and any of its sub-recipients may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

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

Adopted this 12th day of March, 2020.

John Kirkland, Mayor

ATTEST: _____
Ann Katsuyoshi, Clerk

The Citizen Participation Plan reads as follow

CITIZEN PARTICIPATION PLAN
DIVISION OF WATER INFRASTRUCTURE
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
COMMUNITY DEVELOPMENT BLOCK GRANT- INFRASTRUCTURE PROGRAM

Grantee: _____ Town of River Bend _____

Recipient's Address: _____ 45 Shoreline Dr., River Bend, NC 28562 _____

Contact Person: _____ Delane Jackson _____

Contact Email: _____ manager@riverbendnc.org _____

Contact Phone: _____ 252-638-3870 ext. 213 _____

TDD#: _____ 800-735-2962 _____

The primary goal of the Citizen Participation Plan is to provide citizens, especially low and moderate income citizens of the community where CDBG-funded activities will take place, an

opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.

The Citizen Participation Plan is required by Section 104(a) (2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a) (6)

The plan is vitally important to the success of CDBG-funded activities undertaken by local governments. Compliance with the plan reduces the number of legal challenges and citizen complaints against the local government recipient.

1. INTRODUCTION

The Town has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program. This Plan is an essential element of the Town's present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the North Carolina Department of Environmental Quality – Division of Water Infrastructure (NCDEQ-DWI) and the Department of Housing and Urban Development (HUD).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the Town's CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the Town.

2. SCOPE OF PARTICIPATION

The Town will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the Town. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a. identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. changes and/or amendments to approved CDBG projects; and,
- c. assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the Town are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

Delane Jackson has been designated Citizen Participation Coordinator by the Mayor and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at Town Hall at 252-638-3870 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

4. TECHNICAL ASSISTANCE

The staff of the Town shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Mayor of the Town or the Citizen Participation Coordinator.

5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the Town. Public hearings may be held at any site which, in the opinion of the Town, provides adequate access for citizen participation.

Hearings will normally be held at the River Bend Town Hall. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the Town, be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearing

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the NCDEQ-DWI for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by the Town to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the Town during any fiscal year. Additional changes in community development or housing needs in the community as determined by local officials can be addressed by a community meeting where citizens can share their comments prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives

of the CDBG program; the total amount of CDBG funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; a statement that 100 percent of the CDBG funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; activities previously funded in the Town through the CDBG program; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary; provide citizens with contact information such as address, telephone number, and dates for submitting complaints or grievances. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan shall also be discussed at this meeting.

The Town may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by the Town.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and, the approximate application submittal date.

5.3 **Amendment** Public Hearings

The Town will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by the Town. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the Town shall hold a public hearing on all formal amendments which require the NCDEQ-DWI approval. For "local" amendments and changes for which the NCDEQ-DWI approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled Town meetings where such changes or amendments are considered.

5.4 **Assessment of Performance** Public Hearings

Citizens of the Town will be provided with the opportunity to comment on the performance of local officials, the Town staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to

assess the performance of the Town in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the NCDEQ-DWI for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

5.5 Additional Hearings

Other public hearings may be held as deemed necessary by the Town in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 Limited English Proficiency Residents

The Town has followed the guidance provided in the Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

5.7 Public Hearing Notice

Notice of public hearings must be published in a local newspaper of general circulation, in a non-legal section of the paper at least ten (10) days prior to the hearing date, but no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed.

5.8 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). **Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.**

5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The Town shall provide a sign language interpreter whenever the Citizen

Participation Coordinator is notified in advance that one or more deaf persons will be in attendance. The Town shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the Town shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the Town shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file in the Town Hall. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled council meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by the NCDEQ-DWI and/or HUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the Town; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the Town disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the Town shall not disclose any information which may, in the opinion of the Mayor, be deemed of a confidential nature.

7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the Town.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any

CDBG program, should submit such comments or objections in writing to the Mayor. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Mayor, then the aggrieved may appeal his/her case to the Town.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the Town be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the NCDEQ-DWI.

Citizens may, at any time, contact the NCDEQ-DWI and/or HUD directly to register comments, objections or complaints concerning the Town's CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the NCDEQ-DWI or HUD.

All comments or complaints submitted to the NCDEQ-DWI or the HUD shall be addressed in writing to:

NC Department of Environmental Quality
Division of Water Infrastructure CDBG-I
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

Or:

U.S. Department of Housing and Urban Development
Community Planning and Development Division
Greensboro Field Office
1500 Pinecroft Road
Greensboro, NC 27407

Records of all comments, objections and/or complaints by citizens concerning the Town's CDBG program and subsequent action taken in response to those comments shall be maintained on file at Town and shall be made available for public inspection upon request.

8. AMENDMENTS

The Town may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the Town to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the Town. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the Town and shall be incorporated into this Plan.

9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the Town in the development, implementation and execution of any Community Development Block Grant program.

ADOPTED this 12th day of March, 2020.

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi, Clerk

The Program Policies read as follows:

**PROGRAM POLICIES
2019 CDBG PROGRAM**

TOWN OF RIVER BEND
March 12, 2020
ADOPTED BY THE TOWN COUNCIL OF RIVER BEND:

John Kirkland, Mayor

March 12, 2020
Date

PROGRAM POLICIES

The policies contained in this document will serve as administrative guidelines for the River Bend 2019 Community Development Block Grant Program. In the case of unforeseen hardship or inconvenience, these standards may be varied with the written permission of the Mayor. However, any variations made will not result in actions contrary to the River Bend 2019 CDBG Application and DOC Regulations.

I. **PROJECT AREA COMMITTEE**

The CD Project Area Committee (PAC) will be composed of three members (2 council members, and the Town Manager). These members will be appointed by the Town Council of River Bend, and any vacancy shall be immediately filled by the Town Council. The PAC shall at a minimum hold quarterly meetings and make diligent efforts to provide a liaison between the area citizens and the program administration. Responsibilities of the PAC will include:

- A. Review and comment on the program guidelines.

- B. Provide coordination and contact between the project area residents and the administrative personnel.
- C. Conduct quarterly meetings to review the progress of the program.
- D. Recommend program revisions to the administrative personnel as the project develops.
- E. Review recommended action to be taken on grievances.
- F. Conduct a public hearing prior to the close-out of the programs to obtain comment on the success of the project.
- G. Review and make recommendations on all community development programs and/or budget amendments.

II. **HOUSING REHABILITATION**

A. General

- 1. All homeowners and landlords are responsible for the correction of housing code violations of their housing facilities in the 2019 CDBG Target Area. The Program Administrator in conjunction with the local Code Enforcement Officer will inspect each dwelling unit to determine what must be done to bring affected structures up to a minimum standard. Owners will be notified of all deficiencies.
- 2. Financial and counseling assistance will be provided by the 2019 CDBG program through grants and loans to homeowners and landlords for the correction of housing code deficiencies. Receipt of CDBG financial assistance will not be mandatory. The homeowner or landlord may correct all housing deficiencies through means other than the CDBG Program.
- 3. CDBG rehabilitation assistance will be provided for the correction of housing code deficiencies only.
- 4. Homeowners and landlords may, at their discretion, receive CDBG rehabilitation assistance for materials only and provide labor through other sources.
- 5. The Town will act as the property owner's agent with respect to CDBG housing rehabilitation activities. Upon completion of rehabilitation activities, the property owner will be notified that code violations in the structure have been corrected.

B. Program Application Budget Amounts and Limits

- 1. Per unit amounts budgeted within the 2019 CDBG Application for various sets of proposed activities are as follows:
 - a. Frame Built Reconstruction \$ 130,000.00
 - b. Frame Built Rehabilitation \$ 60,000.00
 - c. Mobile Homes \$ N/A

2. The maximum allowable financial participation amount is the lesser of \$42.00 per square foot or \$44,000.00 per unit. The Town anticipates rehabilitation costs between major and minor units will average out to the respective amounts budgeted. The Town recognizes that some additional deficiencies may exist or be uncovered during the rehabilitation work. In order to correct these deficiencies, the bid amount may be amended by up to 15% by the Program Administrator.

3. Any expenditure over the bid amount plus 15% may be initially authorized by the Mayor for two reasons: One, to remove imminent threats to health and safety, and two, if the market value of the unit after rehabilitation work is completed will be more than the contract amount.

4. Any unit with a proposed rehabilitation cost exceeding the maximum allowable amount will be reviewed by the Town Mayor and C.D. Administrator. These units will be either referred for demolition or held until the end of housing activities to see if sufficient funds are available for rehabilitation. If sufficient funds are available, the Town Mayor and C.D. Administrator will review whether to proceed with a request for substantial reconstruction or relocation.

C. Rehabilitation Priorities and Contract Procedures

1. In general, the priority for selecting housing for assistance shall follow the following priorities:
 - a. Owner occupied grant financing
 - b. Tenant occupied grant financing
 - c. Owner occupied loan financing – N/A
 - d. Tenant occupied loan financing – N/A
 - e. Vacant units – N/A

Within each of the above categories, the elderly, handicapped or most underprivileged shall receive priority. However, the C.D. Administrator may deviate from these priorities if it is in the best interest of the Program.

2. All procurement and contract procedures will be completed in accordance with 2 CFR 200. An advertisement for bids will be sent to rehabilitation contractors and write-ups made available. Sealed bids will be received and read aloud. The C.D. Administrator will review the bids and recommend award. The Town Mayor may award the bids and execute grant and loan contracts or applicable Deeds of Trust. Upon approval of the Town Mayor, the C.D. Administrator will issue the Notice to Proceed. The C.D. Administrator may approve and execute all contract change orders as necessary within the limits set forth in Section I.B.2. Above.
3. The Town of River Bend will have no responsibility for the execution of private agreements nor will it allow any such agreements to hinder or interfere with contracted rehabilitation activities.

D. Coordination with Property Owners

At a minimum, the following items will be reviewed with property owners except in the case of unforeseen circumstances:

1. All housing code deficiencies.
2. The proposed financing arrangement, grant or loan.
3. Decisions on rehabilitation, delay or demolition of the unit.
4. Procedures concerning bidding, contracts and construction.
5. Contract completion and closeout.
6. If the property owner disagrees with any of the information and decisions presented, appeal of the decision can be processed through the complaint procedure.

E. Income Requirements

Income guidelines for determining grant and loan financing are those provided by HUD as meeting low-moderate income limits. These figures are revised yearly, and the most current figures will apply. Income will be based on total household income of all people over 18 years of age. The eighteen-year-old exclusion does not apply for determining beneficiaries.

F. Grant/Loan Program

The type of assistance which will be made available for the correction of code deficiencies depends on the factors listed below:

1. Owner Occupied or Rental
2. Household Income - Owner
3. Household Income - Tenant
4. Household Income - Landlord
5. Amount of Monthly Rent

The specific design of the Loan Program can be found as an attachment at the end of these policies. See ATTACHMENT I.

G. Rent Freeze and Recapture Provisions

Whenever CDBG funds are used to rehabilitate a structure, rent freeze and recapture provisions shall apply. These provisions can also be found as an attachment at the end of these policies. See ATTACHMENT I. All recapture provisions shall be secured by a promissory note and deed of trust held on the property. Therefore, each property must have a clear title sufficient for execution of the deed of trust. It shall be the responsibility of the owner to insure the clear title.

H. Housing Code

1. All rehabable houses in the 2019 CDBG area must be brought up to minimum housing code during this program. Reproduced and found at the end of these policies is the N.C. Small Cities CDBG Housing Rehabilitation Standards which is the minimum accepted by N.C. DOC.
2. When conducting the rehabilitation investigation and construction, the

following priorities will apply:

- a. Provisions of a safe, sanitary water supply and adequate sewage disposal to include provisions of indoor plumbing and hot water service.
- b. Elimination of major structural defects which are creating hazardous conditions due to unsafe electrical systems, etc.
- c. Weatherization of the unit.
- d. Control of insects, rodents and infestations.
- e. Elimination of minor structural defects.
- f. Landscaping to eliminate health hazards.

I. Substantial Rehabilitation

For the purposes of the CDBG program, substantial rehabilitation is defined as the lesser of the two following standards: total CDBG rehabilitation costs for the unit exceed \$44,000.00; or total CDBG rehabilitation costs exceed \$42 per square foot of heated, occupiable space. DOC approval must be obtained where substantial reconstruction is proposed as part of a neighborhood rehabilitation effort. In order to receive DOC approval, justification for substantial rehabilitation must be based on the following two circumstances:

- (1) The estimated cost of reconstruction is at least 20 percent less than the estimated cost of purchasing comparable newly constructed housing (including land) in the locality's jurisdiction; and
- (2) The estimated cost of the reconstruction (excluding demolition, site preparation and temporary relocation) is less than the fair market value of the reconstructed housing and land.

III. **FORMS AND AGREEMENTS**

In applying the previously discussed rehabilitation activities, incomes must be verified, construction work let, agreements executed and construction completed. Provided in the Master Rehab Casefile are the forms to be used for these activities. The Future Deed of Trust forms and Loan Agreements are not included because these forms will be approved by the Program Attorney prior to use.

IV. **ACQUISITION**

- A. Acquisition of land is necessary in the following situations under the CDBG program:
 1. Acquisition of lots to remove dilapidated structures: Code Enforcement.
 2. Acquisition of Right-of-Way necessary for parks, streets, drainage or other public facilities improvements: Eminent Domain.
 3. Acquisition of a permanent easement for items in No. IV.A.2.
- B. General guidelines which will apply to code enforcement acquisition (structures) are listed below. These guidelines may be varied by the Board of River Bend due to the broad nature of acquisition activities.
 1. A structure must be acquired and demolished when it is determined to be economically "beyond repair".

2. A structure must be acquired and demolished if it is an imminent threat to health and safety.
 3. A structure must be acquired and demolished if the proposed rehabilitation cost is clearly more than the after rehabilitation market value. To salvage an existing structure, property owners may contribute directly to the rehabilitation cost in order for the structure to be eligible for rehabilitation assistance.
- C. When it has been determined by the Program Administration that a structure must be acquired and demolished, one of the following two methods may be used:
1. The property owner may execute a voluntary demolition agreement and temporary demolition easement. With this agreement, the CDBG Program will demolish the structure, clear all debris, and reseed the lot. The property owner will retain ownership of the lot.
 2. If the property owner does not wish to execute a voluntary demolition agreement, the acquisition procedure listed in IV.D. below will be followed to purchase the structure and the parcel of land. The CDBG Program will demolish the structure and resell the property in accordance with municipal disposition procedures.
 3. When acquired property is offered for sale, it must be advertised and offered for sale to low-and-moderate income individuals and construction of a residential unit must start within 12 months. If there is no interest from LMI persons, the property must be re-advertised with only the 12-month restriction remaining.
- D. The steps necessary for acquisition of any property in the CDBG Program are as follows:
1. Title certification.
 2. Land survey.
 3. Appraisal of the property if expected value is over \$2,500.00 - property owner must be invited to accompany the appraiser.
 4. Second Appraisal of the property if it is a complex appraisal - property owners must be invited to accompany the appraiser.
 5. Appraisal Review by the Town Mayor, C.D. Administrator and Town Board.
 6. Establishment of Just Compensation by the Board.
 7. Written offer to purchase to the property owner.
 8. Negotiation with the property owner.
 9. Upon agreement, the property is purchased.
 10. If agreement cannot be reached, the matter is referred to the attorney for condemnation through code enforcement.

V. **RELOCATION**

Whenever a dilapidated structure is occupied, these people must be relocated to "standard housing" which is safe, sanitary, and decent. Relocation shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646). During the program execution, the Board of River Bend may adopt an "Optional Coverage Relocation Plan" if circumstances deem treatment through other than Uniform

Act procedures will be appropriate. All efforts will be made during the 2019 CDBG program to minimize displacement.

VI. **COMPLAINT PROCEDURE**

Whenever conflict arises during the program, target area residents will have the following procedure for dealing with complaints. All complaints must be made in writing and will be responded to within 10 working days from the date of receipt.

- A. Submit complaint to the Program Administrator at the Town Hall, and the Program Administrator will issue a written response to the complaint.
- B. If resolution is not obtained, the complaint will be forwarded to the Town Manger by the complainant. A meeting with the complainant, Program Administrator and Town Manager will be held, and the Town Manager shall issue a written response to the complainant.
- C. If resolution is not obtained, the PAC shall conduct a hearing with the complainant, Program Administrator and the Town Manager to hear all sides of the complaint. The PAC shall issue a written opinion to the complainant and to the Board of River Bend.
- D. If resolution is still not obtained through the PAC, the Board of River Bend shall review the complainant's statement, previous written statements by the Program Administrator and the Town Manager, and the written opinion of the PAC. The Board shall make a decision which will be final.
- E. The Board's decision will be given to the complainant along with the name and address of DOC and project representative for the 2019 CDBG program.

VII. **CODE OF CONDUCT**

- A. This Code shall govern the performance of officers, employees, and agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the Town shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - 1. The employee, officer or agent;
 - 2. Any member of his immediate family;
 - 3. His or her partner; or
 - 4. Any organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.
- C. Town officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

- D. The Town, at its discretion may make determinations of minimum rules where financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- E. All violations of these standards deemed by the Board to be in excess of minimum levels determined in Item VII. D. will result in penalties, sanctions or disciplinary action as required by State and Local laws and regulations or as deemed appropriate by the Town Board Councilmen.

VIII. **CITIZEN PARTICIPATION**

- A. Citizen participation shall be consistent with all requirements of the CDBG Regulations. All said regulations shall be strictly adhered to. This citizen participation plan shall include the following actions by the CDBG recipient:
 - 1. Solicit and respond to citizen views and proposals. Respond to written comments within 10 calendar days.
 - 2. Provide technical assistance to groups so requesting to facilitate participation and proposals.
 - 3. Provide notices of public hearings in a timely manner. Notice to be given 10-25 days before public hearings.
 - 4. Schedule public hearings to permit broad citizen participation.
 - 5. Hold the following public hearings at a minimum:
 - a. Prior to formulation of CDBG Application
 - b. After Application formulation but prior to submission
 - c. Prior to submission of every program amendment
 - d. Prior to submission of closeout documents
 - 6. Provide for needs of non-English speaking citizens where a significant number of non-English speaking participants are anticipated.

Any other requirements of T15:13L.1002 shall be herein incorporated by reference.

IX. **PROCUREMENT POLICY**

- A. All procurement shall be conducted in accordance with 2 CFR 200.

The Limited English Proficiency Plan reads as follows:

**Providing Meaningful Communication with Persons with Limited English Proficiency
Town of River Bend
5-Year Plan**

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Town of River Bend will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The Town of River Bend will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," provided by the Rural Economic Development Division (REDD) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

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

(Note: The agency must notify the REDD Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (**provide the list**):

Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

Craven County Department of Social Services

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are (**insert number (s)**), and the hours of availability are (**insert hours**).

252-636-4900

Monday – Friday 8:00 – 5:00

Other (**describe**):

Telelanguage

800-514-9237

888-884-7734

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The Town of River Bend will set benchmarks for translation of vital documents into additional languages. (**please ensure to keep records of those documents that apply to your agency**)
- ii. When translation of vital documents is needed, the Town of River Bend will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.
- iv.

4. PROVIDING NOTICE TO LEP PERSONS

The Town of River Bend will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language:

IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Town Hall Lobby

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations.

The Town will provide LED outreach through advertisements.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The Town of River Bend will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The Town of River Bend will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to REDD. (Format will be supplied by REDD)

B. Monitoring

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.

The form can be found at <https://www.nccommerce.com/documents/cdbg-compliance-plans>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY: THE GOVERNING BOARD OF RIVER BEND

John Kirkland, Mayor
Name of Mayor or Chairman of Board

Signature of Mayor or Chairman of Board

March 12, 2020
Date

The Fair Housing Plan reads as follows:

Requirements for Completing the Fair Housing Plan

I. Indicate whether this is the first Fair Housing Plan submitted by the recipient or if one has been previously submitted.

II. List the **major** obstacles and impediments to affirmatively furthering fair housing in the recipient's community, e.g. lack of knowledge among citizens of fair housing laws, lack of affordable housing stock, etc. These will be specific to the recipient community.

III. Indicate whether the activities apply to part or all of the recipient's community. If some of the activities apply to only part, include an explanation.

IV. List the activities the recipient will undertake to affirmatively further fair housing in the recipient's community. *The activities should address the obstacles identified in Section II.* Activities should be planned for the life of the grant beginning with the quarter in which the grant agreement was signed and should be listed by quarter with at least one activity per quarter. (For example, Quarter 1, Jan–Mar 2009: Distribute fair housing brochures to public library and local banks). The first activity **must** be establishing and/or publishing the grantee's fair housing complaint procedure and TDD number in the local newspaper. In addition, the grantee **must** have at least one activity for community outreach for fair housing in the form of a workshop or designated fair housing fair within an identified quarter. Many recipients have chosen to do this particular activity in the quarter containing April to celebrate National Fair Housing Month.

V. Describe recipient's method of receiving and resolving housing discrimination complaints. The *four key elements* to include in complaint procedures are given in the example below. The recipient may add additional information as appropriate.

Note: Municipalities may elect to adopt the fair housing plan and activities in the county Analysis to Impediments to Fair Housing Choice, of the county in which they are located, but CI needs this in writing, signed and dated by the local chief elected officer *with* the local complaint procedure. The local activities **must** also adopt the county's Analysis of Impediments to Fair Housing Choice and the local activities **must** coincide with the county activities.

Fair Housing Links

For more information on promoting fair housing, please visit:

<http://www.hud.gov/offices/fheo/promotingfh.cfm>
<http://www.hud.gov/local/index.cfm?state=nc>
<http://www.hud.gov/offices/fheo/FHLaws/index.cfm>
<http://www.doa.state.nc.us/hrc/fairhousing.aspx>
<http://www.hud.gov/offices/fheo/images/fhpg.pdf>

VI. To have the plan approved, please do the following:

1. It is recommended to submit an electronic copy in Word format to the Compliance Office at compliance@nccommerce.com. After review, a Compliance staff person will notify the contact person of any required changes.
2. For approval, please submit an original hardcopy with signature of the local Certifying Officer to the Compliance Office.
3. Upon receipt of the plan, the Compliance Office will issue an official letter notifying the grantee that the Fair Housing Plan is approved.

VII. Compliance Reviews

Please note that the Compliance Office will conduct random desktop and on-site reviews of fair housing plans in conjunction with Grant Representatives to ensure that applicants are conducting fair housing activities as certified in the approved Fair Housing Plan. Please ensure to maintain comprehensive documentation of fair housing activities for reporting and monitoring.

Recipient's Plan to Further Fair Housing

Grantee: Town of River Bend

Recipient's Address:

45 Shoreline Drive
River Bend, NC 28562

Contact Person: Delane Jackson

Contact Phone: 252-638-3870 ext.
213

Contact Email: manager@riverbendnc.org

TDD #: 1-800-735-2962

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time Past Activities _____

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

Discussions with local public officials indicate that housing related industries (contractors, lenders, realtors, appraisers) are aware of the need for fair housing; however, they lack information regarding Federal and State fair housing legislation. Public-assisted housing providers appear to be more knowledgeable of legislation. There seems to be a lack of knowledge among citizens of fair housing laws and a lack of affordable dwellings for handicapped and large families within public housing. All activities undertaken will have provisions of reaching the visually impaired and ensure equal opportunity for housing in the community for all persons regardless of income status.

III. Will the above activities apply to the total municipality or county?

Yes No _____ **If no, provide an explanation.**
(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis. (Use attached table)

The Town of River Bend has developed a fair housing program that includes activities that have provisions for reaching the visually impaired and ensuring equal opportunity for

River Bend Town Council Work Session Meeting
March 12, 2020
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housing in the community for all persons regardless of income status. Activities scheduled for the River Bend CDBG DR Program are to:

Grantee Name:

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
Prepare a fair housing complaint procedure. Publish in the Sun Journal	January-March	2020	\$500	
Place the fair housing message on the website of River Bend	April-June	2020	\$100	
Advertise and hold public fair housing meeting with all interested persons to discuss and assist with development of the Assessment of Fair Housing and Plan for the Town of River Bend	July-September	2020	500	
Develop a mailing list of housing related industries (contractors, lenders, realtors, appraisers) and disseminate the fair housing discrimination complaint procedures.	October-December	2020	300	
Prepare and publish a newspaper article regarding Fair Housing laws and the complaint procedure. The article will summarize fair housing requirements under Title VIII of the Civil Rights Act of 1968, as amended. The article will also inform citizens of the housing discrimination complaint procedures.	January-March	2021	500	
Make sure the Fair Housing message continues to be shown on the River Bend website.	April-June	2021	100	
Develop a fair housing brochure that summarizes the fair housing requirements under Title VIII of the Civil Rights Act of 1968, as amended.	July-September	2021	100	
Place Fair Housing Literature in the Lobby of the Administration Building of the Town.	October-December	2021	100	
Publish the fair housing discrimination complaint procedure in Error! Not a valid link..	January-March	2022	500	
Update the existing mailing list of housing related industries (contractors, lenders, realtors and appraisers) to include those not reached by past fair housing activities and disseminate the fair housing discrimination complaint procedures.	April-May	2022	200	
Post Fair Housing Complaint Procedure in all Town Operated Offices in the Town of River Bend	June-August	2022	200	
Make sure the Fair Housing message continues to be shown on the River Bend website.	September-December	2022	100	

V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)

- 1) Any person or persons wishing to file a complaint of housing discrimination in the town may do so by **informing the town** of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the town shall acknowledge the complaint within 10 days in writing and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
- 3) *The town shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the town.*
- 4) *The town shall publicize in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.*

Approved By:

March 12, 2020

John Kirkland
Mayor of River Bend

Signature

Date

The Residential Anti-Displacement and Relocation Assistance Plan reads as follows:

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

TOWN OF RIVER BEND

3-Year Plan

This Residential Antidisplacement and Relocation Assistance Plan is prepared by the Town of River Bend in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹ projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the Town of River Bend will take the following steps to minimize the direct and indirect displacement of persons from their homes: (The steps provided below are examples only, each jurisdiction must determine the actions it will take based on local needs and priorities, select one or multiple steps or describe others steps below)

Coordinate code enforcement with rehabilitation and housing assistance programs.

Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.

Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.

Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.

Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.

Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.

Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.

1. CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).

Target only those properties deemed essential to the need or success of the project.

Other: *(Describe)*

A. Relocation Assistance to Displaced Persons

The Town of River Bend will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

B. One-for-One Replacement of Lower-Income Dwelling Units

The Town of River Bend will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing Town of River Bend to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the Town of River Bend will make public by publication in a newspaper of general circulation and submit to State CDBG Program(s) North Carolina Department of Environmental Quality (NC DEQ) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. *NOTE: See also 24 CFR 42.375(d).*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the Town of River Bend will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

C. Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the Town of River Bend may submit a request to the State (NC DEQ) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

D. Contacts

The office of the Town Clerk at 252-638-3870 is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.
The office of the Town Clerk at 252-638-3870 is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted this 12th day of March, 2020.

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi, Clerk

The Optional Coverage Relocation Plan reads as follows:

TOWN OF RIVER BEND
OPTIONAL COVERAGE RELOCATION PLAN
2019 CDBG NR PROGRAM

Organization and Administration

The Town of River Bend (hereinafter called "Town") will administer and coordinate all relocation activities (temporary or permanent) resulting from Community Development activities. Citizens displaced by Community Development Program activities are eligible to receive relocation assistance. The financial assistance is in a form as permitted under implementing regulations at 49 CFR part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies act of 1970, as amended.

Definition of a "Displaced Person"

A displaced individual is someone whose home, which is located within the Community Development Activity Area, is determined to be in a condition too dilapidated to be economically feasible to rehabilitate and will be demolished. This can also include a person temporarily displaced as a result of program activities such as housing rehabilitation or reconstruction.

Definition of "Standard Housing"

A dwelling unit is in standard condition if it is decent, safe, and sanitary. A dwelling unit is considered decent, safe, and sanitary if (a) it is in good repair and is weathertight, with no leakage nor dampness; (b) it has no health, fire nor safety hazards within the structure or in the immediate vicinity; (c) it has running water, a private sewer-connected to a flush toilet, and a bathroom for exclusive use of the occupant, with tub or shower with hot and cold running water, all within the dwelling unit; (d) it has permanent, reasonably efficient kitchen facilities for exclusive use of the occupant, including sink with hot and cold running water, cooking stove connections, shelves and

storage space for food and utensils; (e) it has facilities or connections for washing and drying clothes; (f) it is large enough to accommodate the occupants without overcrowding; (g) it is equipped with adequate heating facilities; (h) it is adequately ventilated by at least one operable window in every room and is screened, or screens are available; (i) it is wired for electricity; and (j) it is located in a neighborhood which is free from industrial and other nuisances, is supplied with the community facilities of a standard neighborhood, and is reasonably accessible to transportation, school, churches and stores.

It is intended that all dwellings into which displaced families relocate will be inspected by the Town. If the dwellings are not found to be decent, safe and sanitary, the move will be considered temporary relocation.

Optional Coverage for the Town of River Bend, North Carolina

The Town's Community Development Program shall undertake relocation that may not be covered automatically under the URA such as would be the case with voluntary demolition. The Town intends for these persons to be served at the same levels as those described under the URA and will use this Optional Coverage Relocation Plan to establish this coverage. Under this Plan, the Town of River Bend shall provide relocation payments and assistance to the following:

1. Homeowners and their families who are displaced by rehabilitation activity of a dwelling located within the Community Development Area by the Town. This will be effective only when the Town makes the request for the occupant to move.
2. Homeowners and their families who are displaced by the voluntary demolition of a dwelling occupied by the families and located within the Community Development Area.

Relocation Assistance to Families and Individuals

The Town shall provide relocation planning, advisory and coordination services consistent with those described in Section 24.205 of the URA. These shall include, but not be limited to, the provision of transportation as deemed necessary and reasonable to support the relocation, assistance in submitting claims for payment, counseling and education on relocation regulations and coordinating these activities with existing social service and economic assistance programs as they are available.

Temporary Relocation

Rehabilitation shall be conducted without relocation of the affected occupants to the greatest extent feasible. Should relocation be necessary and should available temporary housing be substandard by the above definition, the minimum standards set forth shall not apply. Such relocation shall be accomplished at the minimum feasible cost. The Town will only pay for the cost of the lodging during the temporary relocation time period. A maximum allowable per night charge shall be established prior to the move. Relocatees are required to submit receipts to the Town documenting the expenses for which they are requesting reimbursement.

Moving Expense Payment

A permanently displaced individual or family covered under this Plan shall be eligible to receive a moving expense payment in accordance with the following sections of the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). Specifically referenced is the following section of the URA:

1. Section 24.302 – Fixed payment for moving expenses – residential moves.

The relocatee will receive payment on the basis of the moving expense schedule (Fixed Rate Method) which is prepared by the U.S. Department of Transportation and shown below for the State of North Carolina.

Occupant Owns Furniture								Occupant Does Not Own Furniture		
Number of Rooms of Furniture								Each Add. Room	First Room	Each Add. Room
1	2	3	4	5	6	7	8			
550	750	1050	1200	1350	1600	1700	1900	150	350	50

Under the Fixed Rate method, it should be noted that certain rooms are excluded from the calculations. These include unfurnished or unused rooms, halls, bathrooms, attics, porches, garages, dressing rooms and utility rooms. However, should the relocatee have sufficient storage room in the above stated rooms, the Town may count one additional room for the sum of these, but this is not to exceed one additional room for the calculation of the number of eligible rooms in the dwelling.

Replacement Housing Payment

A permanently displaced individual or family covered under this Plan shall be eligible to receive replacement housing payments in accordance with the following sections of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA). Specifically referenced are the following sections of the URA:

1. Section 24.401 – 180 Day Homeowners
2. Section 24.403 – Additional Rules
3. Section 24.404 – Replacement Housing of Last Resort

Complaint Procedure

The Town conforms to standard, ethical practices in the relocation of individuals and families and desires to see that all interests are protected. If there are any questions or complaints, the Town solicits the cooperation of all owners and requests an opportunity to discuss them in an effort to satisfy all parties concerned. The Town has adopted the following Complaint Procedure:

Should any individual, family or entity have a complaint concerning the Town of River Bend Community Development Program, the complaint should first be discussed with the Project Manager. **ALL EFFORTS SHOULD BE EXHAUSTED TO RESOLVE THE COMPLAINT AT THIS LEVEL.**

If the complaint cannot be resolved in this manner, a meeting with the Town Manager, to discuss the complaint should be requested. The request should be in writing and should briefly outline the complaint. A meeting date and time will be established within ten (10) calendar days of receipt of the request. Upon meeting and discussing the complaint, a reply will be made, in writing, within ten (10) calendar days.

If the citizen is dissatisfied with local response, they may **write** to the North Carolina Department of Commerce, Division of Community Assistance (DCA), 4313 Mail Service Center, Raleigh, North Carolina 27699-4313. DCA will respond **only to written comments** within ten (10) calendar days of the receipt of the comments.

John Kirkland, Mayor

DATE

QUARTERDECKS CLUSTER III HOA STREET DEDICATION

The Town Manager said that the HOA has been working on and discussing this project for many years. Representatives of the HOA will attend the Regular Meeting to ask the Council to consider accepting their roads. Mr. Jackson said that they have been informed that acceptance will be contingent upon them meeting the requirements of the Town's engineer.

Discussion of Town's Building Use Policy

BUILDING USE POLICY

Mr. Jackson told the Council that he has made some proposed changes to the current Building Use Policy including a deposit fee and a policy that would make most groups subject to a user fee. This would include most HOA's. He asked the Council to consider these changes for the Regular meeting.

ASADRA GRANT/LOAN APPLICATION FOR HURRICANE FLORENCE

The Manager said that, if we apply, we can do so by agree to take the risk of paying the engineer \$7,500 to submit the application. If the grant is awarded, the Town can then hire the engineer to manage the project, at which point the engineer will forego the application submission fee. If the Town should choose another engineer to manage the project, it would still owe the \$7,500 submission fee to the first engineer. The maximum award would be \$150,000.

Councilman Fogle **moved to approve the Agreement for Grant and/or Loan Application Services with Municipal Engineering Services Company, P.A. as presented.** The motion carried unanimously.

HURRICANE RECOVERY MAP

Mr. Jackson told the Council that Assistant Zoning Administrator Allison McCollum is planning to attend the Regular meeting to make a presentation on this item.

WEBSITE PARTNERSHIP AGREEMENT

The Manager said that this agreement will allow the Town to update our webpage and migrate to VC3 support. If this Plan is approved, the Town will pay \$620 per month for the 4-year term of the Agreement.

Councilman McClard **moved to approve the Website Partnership Plan with VC3 as presented.** The motion carried unanimously.

ADJOURNMENT

There being no further business, Councilman Sheffield **moved to adjourn.** The motion carried unanimously. The meeting adjourned at 7:00 p.m.

Ann Katsuyoshi
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
March 19, 2020
River Bend Town Hall
7:00 P.M.**

Present Council Members:	Mayor John Kirkland Don Fogle Bud McClard Buddy Sheffield Irving Van Slyke
Absent Council Member:	Brian Leonard
Town Manager:	Delane Jackson
Town Clerk:	Ann Katsuyoshi

CALL TO ORDER

The meeting was called to order by Mayor Kirkland at 7:00 p.m. on Thursday, March 19, 2020 in the Town Hall Meeting Room with a quorum present.

CONSENT AGENDA

The Mayor presented the Council with the Consent Agenda. Councilman McClard **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 February 13, 2020 Work Session*
 - Minutes of the February 13, 2020 Closed Session*
 - Minutes of the February 20, 2020 Regular Meeting*

ADMINISTRATIVE REPORTS

PUBLIC SAFETY – COUNCILMAN DON FOGLE

Councilman Fogle reported that the River Bend CERT group met on February 26, 2020 in Town Hall. The discussion focused on a recent Search and Rescue Training session held on February 16, 2020 at the Township 9 Fire Station. Four RB CERT members participated in classroom and field exercises. All participants felt it was a very positive, worthwhile experience.

Shelia McNeil told the group about a North Carolina CERT Council meeting that she attended, and detailed upcoming training opportunities. The next CERT meeting was planned for March 25, 2020, but that has been cancelled due to the COVID-19 virus precautions.

PARKS & RECREATION/CAC – COUNCILMAN BUD MCCLARD

Parks and Recreation - All events have been cancelled until further notice.

Library - The library is closed until further notice.

Organic Garden - Limited work only for necessary maintenance, individuals.

CAC - All meetings and activities cancelled until further notice.

PUBLIC WORKS – MAYOR JOHN KIRKLAND

The Mayor said that the Public Works Advisory Board did not meet in March and their next scheduled meeting will be on April 7.

There is a vacancy on this Advisory Board. Any River Bend resident interested in serving on the Board should contact the Town Clerk for an application form. When the form is completed, the Clerk will forward it to the members of the Town Council for their action.

This Board considers the maintenance and construction involving Town infrastructure. The Town Manager and the Public Works Director normally attend the Board meetings and give construction and maintenance updates.

Vote – Designation of Applicant’s Authorized Official Resolution – Manager Jackson told the Council that, since they approved applying for the water meter grant/loan last week, they needed to adopt this Resolution. It designates the Manager as the authorized agent to supply information and file the application on behalf of River Bend. He presented the following:

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of WATER METER REPLACEMENT and RELOCATING the BILLING SERVERS, and

WHEREAS, The TOWN OF RIVER BEND has need for and intends to REPLACE WATER METERS AND RELOCATE THE BILLING SERVER OUT OF THE FLOODPLAIN, and

WHEREAS, The TOWN OF RIVER BEND intends to request state loan and grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND:

That the TOWN OF RIVER BEND, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of River Bend to make scheduled repayment of the loan, to withhold from the Town of River Bend any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **DELANE JACKSON, TOWN MANAGER**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the March 19TH day of March, 2020 at the Town Hall at River Bend, North Carolina.

_____, Mayor
(Signature of Chief Executive Officer)

Councilman Fogle **moved to approve the Designation of Applicant's Authorized Official Resolution as presented.** The motion carried unanimously.

FINANCE – COUNCILMAN IRVING VAN SLYKE, JR.

Financial Report – Town Manager Delane Jackson told the Council that the total of the General Fund Cash Balances as of February 29, 2020 was \$4,885,283. Ad valorem tax collections were at \$105,596.

Vote – Building Use Policy – Council members still had a number of questions regarding this proposed policy. Mr. Jackson pointed out that, because of the COVID-19 emergency, none of the rooms are being used by any group except the Council, so there is still time to consider this item. Councilman Van Slyke **moved to table the Building Use Policy to a later date.** The motion carried unanimously.

MAYOR'S REPORT

The Mayor said that his February report discussed the torturous route that the construction of the new Police Department offices and meeting room building had traveled to get to the point of construction. Last month the report also discussed the building site necessitated the relocation of the basketball court.

This project has gone well to date and we expect that the completion will result in a building that will serve River Bend well for many years to come. The building is attractive and its location has allowed the contractor a site where he can operate without significant impact on Town operations. The Mayor asked that all citizens complete their Census 2020 form.

Before next month's meeting the Council and staff will be involved in drafting the budget for fiscal year 2020-2021. It is a fact that even at the local government level issues involving budget are of

prime importance and occupy a considerable amount of the time of Council members and staff involved in the conduct of government business.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield **moved to adjourn**. The meeting adjourned at 7:13 p.m.

The undersigned duly qualified and acting as Town Clerk of the Town of River Bend does hereby certify: That the above are the **draft** minutes of the **Town of River Bend, NC, Town Council** meeting duly held on the 19th day of March 2020; and further, that such minutes, upon Council adoption, shall be fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 24nd day of April, 2020.

Ann H. Katsuyoshi, Town Clerk

River Bend Town Council
Work Session Minutes
April 9, 2020
River Bend Town Hall
5:00 P.M.

Present Council Members: Mayor John Kirkland
Don Fogle
Brian Leonard
Bud McClard
Buddy Sheffield
Bud Van Slyke

Town Manager: Delane Jackson
Police Chief: Sean Joll
Finance Administrator: Margaret Theis

BUDGET AMENDMENT B-19-08

The Manager presented budget amendment B-19-08 to the Council. He explained that it transfers existing funds in the General Fund, which are anticipated to be unspent this fiscal year, to the BUS Capital Project Fund to pay for the installation of IT services by VC3. Councilman Van Slyke **moved to approve Budget Amendment B-19-08 as presented.** The motion carried unanimously.

ASADRA GRANT APPLICATION POINT SYSTEM

The manager presented the following proposed Water System Capital Improvement Plan.

TOWN OF RIVER BEND- CAPITAL IMPROVEMENT PLAN		As of April 9, 2020						
Water Fund		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2026-2030
Appropriation: Annual				600,000		0	40,000	100,000
Appropriation: Well pump		0	0	0	0	0		
Appropriation: Vehicles (50/50 WWS)		3,500	3,500	3,500	3,500	3,500	3,500	17,500
FY Appropriation:		\$ 3,500	\$ 3,500	\$ 603,500	\$ 3,500	\$ 3,500	\$ 43,500	\$ 117,500
Capital Projects	Project Completed							
<i>Administration:</i>								
Vehicle Replacement (split Water/Sewer)	Per schedule		11,000					15,000
<i>Treatment</i>								
Well #1 Filter Media Rehab	09-10			13,000				17,000
Well #2 Filter Media Rehab						15,000		
Treatment House interior filter painting								
Well #3 Filter Media Rehab	10-11							17,000
Well #1 Pump Replacement	13-14		21,000					20,000
Well Meter Replacement								
AMR/AMI Meter Replacement				600,000				
<i>Distribution</i>								
Line Replacement	12-13							25,000
Howell Center and Riverstone Backflow	11-12							
Harbourwalk Line Replacement	13-14							
New Bern Interconnection							40,000	40,000
Industrial Meter Replacement						5,000		
Lines & Tanks								
FY Expenditures:		0	32,000	613,000	0	20,000	40,000	134,000
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2026-2030
Net Capital Cash:		\$ 3,500	\$ (28,500)	\$ (9,500)	\$ 3,500	\$ (16,500)	\$ 3,500	\$ (16,500)

The Manager reminded the Council that the town was preparing an application for the State's Clean Water Revolving Fund. The application process assigned points to applicants that have certain programs or policies in place upon submission of the application. The manager submitted a resolution relative to the town's 10-year capital improvement plan for its water system. The manager presented the following resolution:

**RESOLUTION TO ADOPT
THE TOWN OF RIVER BEND
CAPITAL IMPROVEMENT PLAN
For the Years
2020-2030**

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND:

The document entitled "Town of River Bend Capital Improvements Plan for the Water System for the Years 2020-2030", dated April 9, 2020 was presented and adopted by the Town Council for the Town of River Bend, North Carolina at its regular meeting held on this 9th day of April, 2020.

Adopted this 9th day of April, 2020

John Kirkland, Mayor

Councilman McClard **moved to approve the Water System Capital Improvement plan, dated April 9, 2020, and adopt the resolution as presented.** The motion carried unanimously.

The Manager also discussed a possible revision to the town's residential water rate structure. He informed the Council that during the application process it was discovered that the operating ratio for the water system had fallen below 1.0. He explained that in order to have an operating ratio of at least 1.0, the system had to generate enough revenue to cover all of the expenses. He pointed out that for fiscal year ending, 2018-19, the ration was only 0.82. This was directly attributable to the Council action that year to cut the customer base fee by \$5.00. After much discussion, the Council decided to increase the current base fee by \$3.00 from \$10.24 to \$13.24. This would be achieved by increasing the demand component of the base rate from \$5.44 to \$8.44. The demand component is what had been cut by \$5.00 in the FY18-19 budget. The manager stated that the average bill was for around 3,000 per month. The new rate structure will generate a bill of \$25.30 per month for 3,000 gallons of water, as compared to \$22.30 per month with the current rates. The new rate will generate a bill of \$33.34 for 5,000 gallons of water. Councilman McClard asked the Manager if the new rates would generate enough revenue to produce an operating ratio of 1.0. The Manager said he believed they would. Councilman Fogle said he would only support the increase at this point in the fiscal year if the Council agreed not to

increase the water rates during the upcoming budget workshops. The manager stated that the proposed increase was for residential accounts only. Buddy Sheffield said that he did not want to do anything that would increase costs for our businesses. The Manager presented the following rate schedule for consideration:

**TOWN OF RIVER BEND
 Schedule of Water Rates**

Water and Sewer - Rates and Fees

	Water
Class 1 and 2 – Residential	
Customer Base Charge per month	13.24
Usage Per 1,000 gallons	4.02
Initial Connection (Tap) charge	1,250.00
Nonpayment Fee	70.00
Class 3 and 4 - Commercial	
Customer Base Charge per month	48.32
Usage per 1,000 gallons	4.02
Initial Connection (Tap) charge	3,500.00
Nonpayment Fee	100.00
Class 5 - Industrial	
Customer Base Charge per month	146.24
Usage per 1,000 gallons	4.02
Initial Connection (Tap) charge	5,000.00
Nonpayment Fee	200.00
Class 6 - Early Bird (No longer available)	
Class 7 - Fire Hydrant Charge	
Availability Charge per year	183.00
Class 8 - 1" Water Service	
Customer Base Charge per month	18.40
Usage per 1,000 gallons	4.02
Initial Connection (Tap) charge	1,500.00
Nonpayment Fee	100.00
Class 9 - Vacant /Out of Use Non-residential Property	
Customer Base Charge per month	10.24
Usage per 1,000 gallons	4.02
Nonpayment Fee	70.00
Class 10 - Vacant Residences	
Customer Base Charge per month	13.24
Nonpayment Fee	70.00

Councilman Sheffield moved to increase the customer base rate for residential water accounts only by \$3.00 per month from \$5.44 to 8.44, which will create a base charge of \$13.24. The motion carried unanimously.

COVID-19 HUMAN RESOURCE POLICY AMENDMENT

The Manager lead a discussion about the recently adopted Families First Coronavirus Response Act and how it may impact the town's personnel. He presented the following proposed amendment:

Section 26. Families First Coronavirus Response Act (FFCRA)

For the purposes of compliance with the Families First Coronavirus Response Act (FFCRA), the following positions are hereby defined as emergency responders essential to the town's response to COVID-19 and therefore are excluded from coverage under the FFCRA:

1. Town Manager
2. Police Chief
3. Public Works Director
4. Finance Administrator
5. Town Clerk
6. Deputy Town Clerk
7. Finance Assistant
8. Assistant Zoning Administrator
9. Police Sergeant
10. Police Officer
11. Public Works Technician
12. Water Operator

Section 27. Emergency Paid Sick Leave Provisions

Upon approval by the Town Manager, any employee in a position listed in Section 26 may be granted up to 80 additional hours of paid sick leave when the employee is unavailable to work because: the employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19, has been advised by a health care provider to self-quarantine related to COVID-19 or is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

After a lengthy discussion, Councilman Sheffield motioned to approve the amendment to Article VII, Section 26 and 27 of the Town's Human Resources Policy as presented. The motion carried unanimously.

GOVERNOR'S EXECUTIVE ORDER 124 REQUIREMENTS

The Manager presented the Council with a copy of the town's proposed language relative to the Governor's Executive Order in regards to utility billing during the Coronavirus pandemic as follows:

COVID-19 Related Utility Billing Update

During the COVID-19 emergency, the Town of River Bend is working to support residents and our utility customers. To help ensure residents can remain at home and slow the spread of the coronavirus, effective March 31, 2020 and consistent with the Governor's Executive Order 124 (EO), the Town of River Bend will not disconnect residential water and/or sewer service due to late or non-payment during the term of the Executive Order. In addition, the Town is waiving all penalties and fees associated with late and nonpayment of residential utility accounts during the current term or any extension of the EO. Currently, the EO will expire on May 29, 2020. If the EO is extended, the Town will extend the terms of these conditions.

Please keep in mind that customers are still responsible for paying all other billing associated with water and/or sewer service. Your normal fees (base + usage) will not be waived. **Only late fees and nonpayment fees will be waived during the term of the EO.** The Town of River Bend only sends utility bills bi-monthly (every other month). In order to avoid accumulating large balances, customers are encouraged to continue to make payments, even if you cannot pay in full. Even though the town only sends utility bills bi-monthly, customers can make a partial payment anytime.

For those customers who have an outstanding balance as of May 30, 2020, the Town of River Bend will offer a payment plan, but the plan will only be for the bills that accrued during the time of the Executive Order. The payment plan will consist of the outstanding balance being divided equally by 6 and being due in 6 equal installments over a 6 month period. For example: A customer who has a \$300.00 outstanding balance on May 30, 2020 will have the option to make 6 equal payments of \$50.00 over the next 6 months. The \$50.00 payment will be due in addition to what your utility bill is for that billing cycle. Remember, the Town only bills bi-monthly. Therefore, in this example, your bi-monthly statement would show a payment plan balance of \$100.00 (\$50.00 x 2 months). If you choose to do so, you can pay the outstanding amount in full at any time or you can pay more than the minimum amount due. Upon expiration of the EO, all late and nonpayment fees will return to being effective as they were before the EO. Customers must contact the Town to enroll in the payment plan.

Also, any occupied residential unit that was disconnected due to nonpayment prior to March 31, 2020 will be reconnected and the terms of the EO will be applied to those accounts.

These temporary regulations ONLY apply to RESIDENTIAL accounts.

NON-RESIDENTIAL accounts will be subject to all of the normal fees/policies.

The Manager stated that this language would appear on our web page and be sent via e-news and Blackboard. Councilman McClard **motioned to approve utility billing language as presented.** The motion carried unanimously.

PROPOSED BUDGET WORKSHOP CALENDAR

The Manager presented a proposed budget workshop calendar to the Council for consideration. The calendar proposed conducting workshops on May 5, 7, 12 and 14 and on May 19 if necessary. It also proposes release of the proposed budget message on May 28, with a public hearing on June 11 and final adoption on June 18. The Manager stressed that this was all subject to change based on what happens with the Coronavirus. Councilman Van Slyke **motioned to approve the calendar as presented.** The motion carried unanimously.

RESOLUTION RECOGNIZING STAFF PERFORMANCE

The Mayor presented a resolution to recognize the performance of the staff during the Coronavirus as follows:

Town of River Bend Resolution
Recognizing the Town Staff's Service
During the Coronavirus Pandemic

Whereas, a worldwide pandemic exists related to the threat of the coronavirus, and
Whereas, in an attempt to slow the spread of the virus, many businesses have closed and many others have made modifications to their schedule, and
Whereas, social distancing and other measures have been ordered by the Governor and recommended by the Center for Disease Control, and
Whereas, the operations of the Town of River Bend are recognized as essential to the public health, safety and welfare of the town, and
Whereas, during the entirety of this pandemic, the town staff has continued to perform their duties and provide said services to the residents with very little disruption for the residents;
Now therefore be it resolved, that the Town Council of River Bend does hereby recognize the dedicated work of the entire staff and we wish to express our thanks to the staff for their performance during this critical time for our town.

Adopted this 9th day of April, 2020

Councilman Sheffield **motioned to approve the resolution as presented.** The motion carried unanimously.

FINANCIAL REPORT

The Manager presented the finance report for month ending March, 2020, and stated that the total of cash and investments is \$4,640,070 and that the tax collection rate thus far is 101.1% of the budgeted amount.

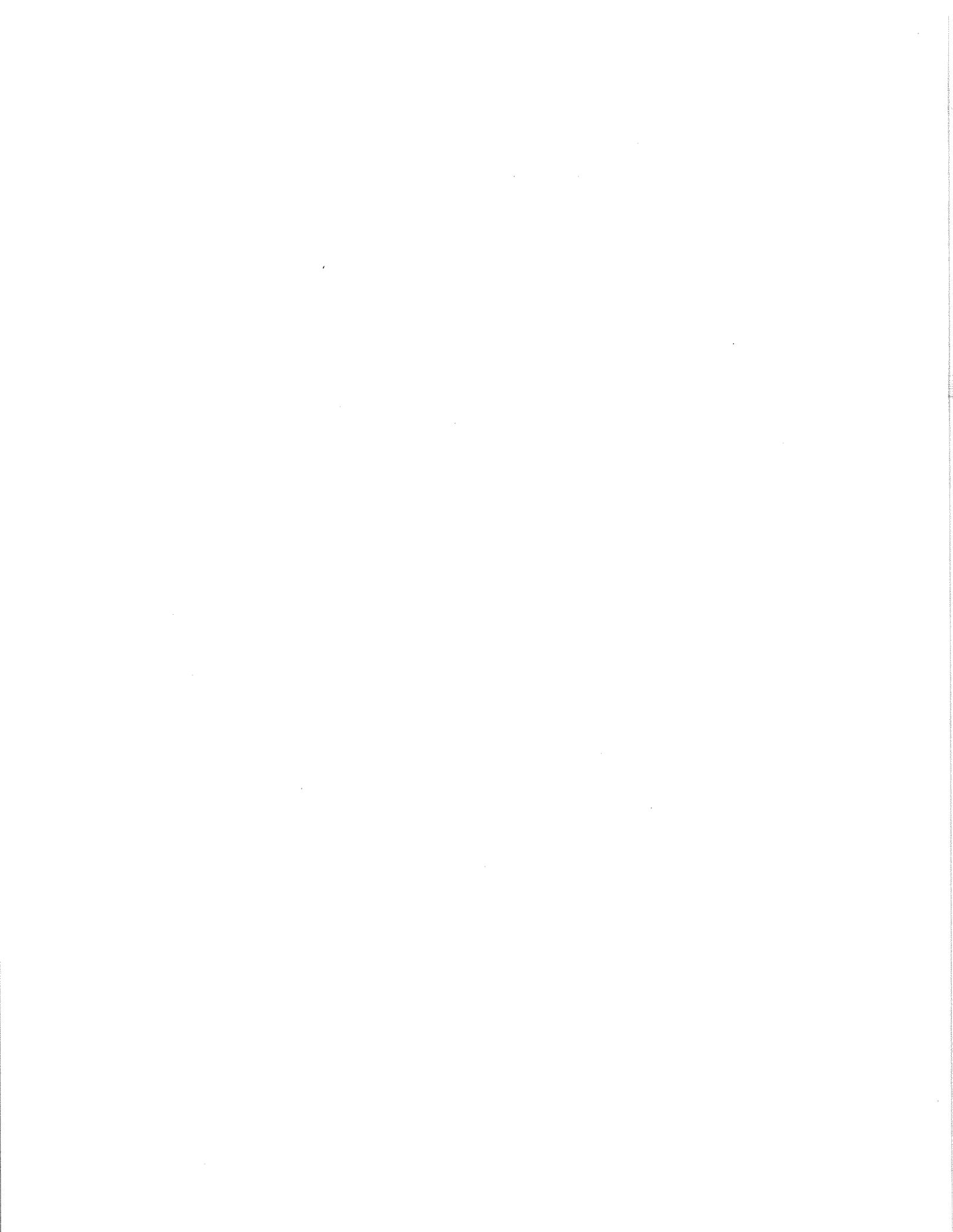
ADJOURNMENT

There being no further business, Councilman Sheffield **moved to adjourn**. The motion carried unanimously. The meeting adjourned at 6:45 p.m.

Delane Jackson
Town Manager

The undersigned duly qualified and acting as Town Clerk of the Town of River Bend does hereby certify: That the above are the **draft** minutes of the **Town of River Bend, NC, Town Council** meeting duly held on the 9th day of April, 2020; and further, that such minutes, upon Council adoption, shall be fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of April, 2020.

Ann H. Katsuyoshi, Town Clerk





RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2020

Activities	2020 February	2020 March	2020 April	% of Calls	% Change
ALARMS/911 UNKNOWN/DISTURBANCE/SHOTS FIRED	7	19	18	1.00%	-5.00%
ANIMAL COMPLAINTS	3	10	8	0.44%	-20.00%
ARRESTS	1	1	1	0.06%	0.00%
ASSAULTS / All OTHER VIOLENT CRIME	2	1	3	0.17%	200.00%
ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	6	5	15	0.83%	200.00%
ASSIST EMS/FD/FIRST RESPONDERS/MED ASSIST	26	19	19	1.05%	0.00%
ASSIST MOTORISTS / BIKE PATROLS/ALL OTHER	19	8	49	2.72%	513.00%
ASSIST OTHER AGENCIES	2	2	1	0.06%	-50.00%
B & E BUSINESS/RESIDENCE/VEHICLE	1	1	2	0.11%	100.00%
CRIM.SUMM./SUBPOENAS/WARRANTS/CIVIL COMPLAINT	1	1	4	0.22%	300.00%
DOMESTICS	0	2	4	0.22%	100.00%
FIRES/ALARM	1	0	0	0.00%	0.00%
IDENTITY THEFT/FRAUD	0	2	0	0.00%	-100.00%
INVOLUNTARY COMMITMENTS	0	0	0	0.00%	0.00%
JUVENILE COMPLAINTS	1	1	1	0.06%	0.00%
LARCENIES	5	1	2	0.11%	100.00%
LITTERING	0	0	1	0.06%	100.00%
LOUD MUSIC/NOISE COMPLAINTS	0	1	1	0.06%	0.00%
DEATH/MISSING PERSON/RUNAWAY/SUICIDE(A)	2	0	3	0.17%	300.00%
PROPERTY DAMAGE/VANDALISM	1	1	0	0.00%	-100.00%
RESIDENTIAL/BUSINESS CHECKS/COMMUNITY WATCH	1,270	1,401	1,595	88.41%	14.00%
ROADWAY DEBRIS/OBSTRUCTIONS	0	1	0	0.00%	-100.00%
ROBBERIES	0	0	0	0.00%	0.00%
SOLICITING VIOLATIONS	0	0	0	0.00%	0.00%
SUSPICIOUS PERSONS/VEHICLES /FIELD INTERVIEW	12	20	26	1.44%	30.00%
TOWN ORDINANCE CITATIONS	0	0	0	0.00%	0.00%
TOWN ORDINANCE VIOLATIONS	4	2	2	0.11%	0.00%
TRAFFIC ACCIDENTS	5	0	2	0.11%	200.00%
TRAFFIC STOPS	37	16	14	0.78%	-13.00%
TRAFFIC COMPLAINTS-Radar	8	6	13	0.72%	117.00%
DWI	1	0	0	0.00%	0.00%
CHECKPOINTS	2	0	1	0.06%	100.00%
DRUG VIOLATIONS	1	2	1	0.06%	-50.00%
WELFARE CHECKS	4	6	8	0.44%	33.00%
CASE ASSIST/PW/VEHICLE MAINTENANCE/MEETING	4	2	3	0.17%	50.00%
CASE FOLLOW UPS/SPECIAL OPERATION/TRAINING	6	7	6	0.33%	-14.00%
TRESPASSING	0	2	1	0.06%	-50.00%
OVERDOSE	0	0	0	0.00%	0.00%
Total	1432	1540	1804	100.00%	17.00%

Traffic Violations

- 1 State Citations
- 1 Total State Charges
- 6 State Warnings
- 0 Town Citations
- 0 Town Warnings

% of Calls = The percentage the call represents out of all total calls
 % Change = The percentage change between the last two months

Community Watch Checks

- 100 Pirates - 111
- 100 Plantation - 135
- 200 Lakemere - 116
- 200 Rockledge - 127

Phone Calls Answered (638-1108)

176 Incoming Calls Answered



TOWN OF RIVER BEND

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

T 252.638.3870

F 252.638.2580

www.riverbendnc.org

April 2020 Monthly Report Brandon Mills, Director of Public Works

Public Works cut up and removed a couple trees off the roadway after the thunderstorm blew thru during the middle of April. We suffered no damages to the roadway due the tree directly landing on the roadway. The tree was quickly cut up, and pushed off the road with our tractor to keep traffic moving. Aquatic herbicide was applied to the front entrance pond and a couple other areas the Town maintains. We spray herbicide several times a year to control unwanted aquatic growth. Some aquatic growth is good to help remove nutrients from stormwater runoff, but too much depletes oxygen levels in the waterways. Public Works also painted a good number of fire hydrants on Plantation Dr. and most side streets. We routinely paint fire hydrants as time allows. Painting them not only makes them look better, but also makes them more visible for firefighters in the event we have a fire. On the subject of fire hydrants, I would like to ask all citizens that have a fire hydrant near their property to please do not plant anything around them. Fire hydrants need to be easy to find and easy to access during fires, as well as during routine maintenance.

Water Resources repaired one water leak this month. The leak was on a one-inch service line. The line was deep and in an area of Town where the soil is not very stable. We had to rent a backhoe to keep the area around the pipe dug out in order to give us ample time to make the repair. I would like to thank my guys for a job well done. We received some of the replacement water meter radios/transmitters to replace the defective ones within the system. As a reminder, the radios are what sends the water meter readings electronically to Town Hall. When they are not working, the water meters still register gallons of water used, but the readings cannot be transmitted electronically. We have to read all meters manually that have defective radios. I hope to have all radios we have received installed by the end of May. We also have been painting at the Wastewater Treatment Facility. The railings around the surge tank needed a good coating of paint to protect the steel from the corrosive environment.

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.

Town of River Bend
 FY 2013-2014
 Work Order Report



Public Works

Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Pending
Building Maintenance	32	30	31	30	33	32	30	28	30	30			306	0
Painting	2	1	0	0	2	1	3	4	5	3			21	2
Park/Playground	28	29	32	30	28	30	29	28	30	29			293	0
Roadway Maintenance	17	11	9	15	13	10	12	13	10	9			119	2
Stormwater Maintenance	5	7	6	7	9	6	4	6	5	4			59	0
Trash/Litter	30	30	31	30	30	28	30	29	30	30			298	0
Tree Maintenance	2	3	6	9	5	3	3	5	4	3			43	0
Wetlands / Ponds	2	3	2	1	2	2	1	3	1	2			19	0
Other	11	14	7	10	13	11	14	12	11	13			116	1
TOTAL	129	128	124	132	135	123	126	128	126	123	0	0	1274	5

Orders Closed

127	123	117	128	131	119	121	123	121	118	121	118	1228
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Water Resources

Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Pending
Sewer Collection	11	13	14	12	16	14	15	14	13	12			134	1
Sewer Treatment	12	13	11	16	15	13	12	14	12	10			128	0
Water Distribution	7	5	10	9	13	11	9	11	10	11			96	2
Water Treatment	11	12	14	13	12	13	11	13	12	12			123	0
Service Orders	82	81	69	101	55	74	55	56	57	41			671	0
Utility Locates	80	65	60	55	52	40	35	80	50	40			557	0
TOTAL	203	189	178	206	163	165	137	188	154	126	0	0	1709	3

Orders Closed

199	185	173	200	159	160	135	184	150	123	1668
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TOTAL

Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD
Orders Entered	332	317	302	338	298	288	263	316	280	249	0	0	2983
Orders Closed	326	308	290	328	290	279	256	307	271	241	0	0	2896



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

9

"A"

LANDSCAPING

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ___ day of _____, 2020 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina ("Town"); and **K.A. JONES DESIGN AND MANAGEMENT** ("Contractor").

WITNESSETH:

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

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

ARTICLE 1

Responsibilities of Contractor

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

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

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

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.4 and Attachment "A". To the extent there is any conflict between the provisions of Section 1.1 and Attachment "A", Section 1.1 shall control.

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

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

2.4 In no event shall Town be required to reimburse Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency. Furthermore, in no event shall the compensation identified in Section 2.1 exceed **\$15,620.**

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2020** and ending **June 30, 2022.** This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 60 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract.

ARTICLE 4

Independent Contractor

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

ARTICLE 5

Indemnification; Limitation of Liability

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

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

furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

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

ARTICLE 7

Miscellaneous

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

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

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

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

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

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

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments

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

TOWN OF RIVER BEND

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

By: _____
John R. Kirkland
Mayor

ATTEST:

Ann Katsuyoshi
Town Clerk

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

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

ATTACHMENTS:
A – General Provisions

**LANDSCAPE MAINTENANCE CONTRACT
GENERAL PROVISIONS**

Perform a full clean-up on or before March 31 of each year to include mulching and weeding as described below.

Perform additional mid-season clean-ups as follows in order to maintain the appearance of the town's property: during the second week of May; during the last week of June; and during the last week of August.

Clean up shall include removing trash, limbs, leaves, weeds, vines, and other debris from shrub/flower beds, trees, and other property as described herein, and removing all such material from the site. Weeding shall mean removing weeds with their roots, and not cutting them near or at the surface.

Contractor shall notify the Director of Public Works at the beginning of each work cycle and submit an invoice detailing work performed at the end of each cycle to the Director of Public Works.

Contractor warrants that it shall perform its services described in this Agreement in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or similar locality as the Agreement, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment and skill. Failure to timely perform, or to meet such standards, shall be sufficient grounds for Town to terminate this Agreement for cause. In the alternative, the Town may withhold any compensation due to Contractor until such standard is met and all terms of the Agreement are complied with by Contractor.

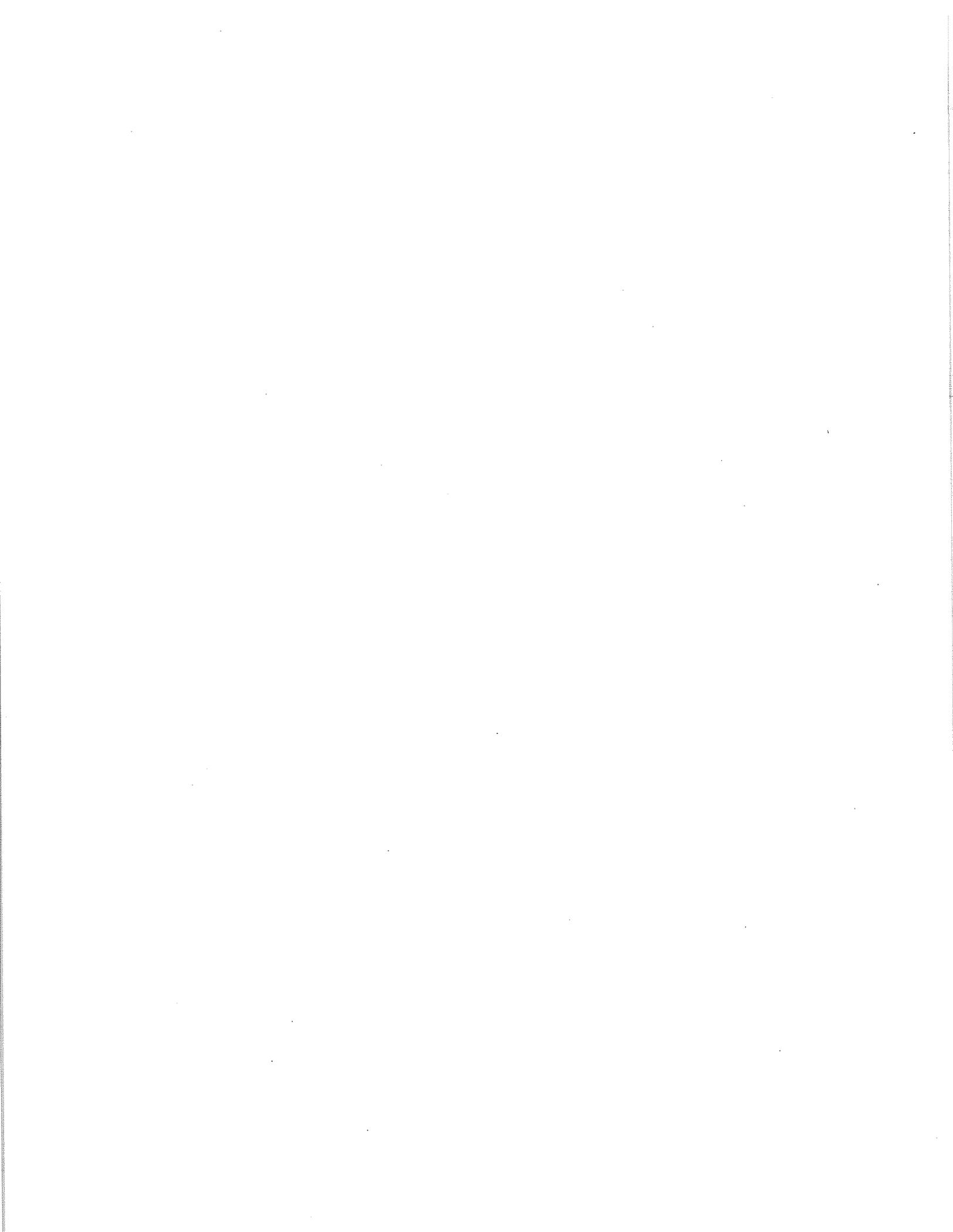
6. Cost and payments: **\$7,810** per year, payable in two equal payments of **\$3,905** the first being paid after the completion of the March clean-up and the second after completion of the August clean-up.

Mulching/Weeding:

1. Weed and mulch flower beds surrounding Town Hall and Town Hall parking lot, including the center island in the Town Hall parking lot, the Memorial Garden adjacent to the gazebo and the bed adjacent to the playground and one (1) flower bed in dog park near statue. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
2. Weed and mulch shrub bed in "Town Commons". This bed is to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
3. Weed and mulch shrub beds adjacent to the caboose in Town Commons. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
4. Remove vines, wildbrush, sweet gum sprouts, pine, oak, weeds, grasses etc., growing among Junipers along all berms, especially and specifically berms along Shoreline Drive from Lochbridge Drive to water tower and continuing to Brick Road. These areas to be mulched with ground organic mulch (available from the Tuscarora Landfill). Any substitution for this mulch is subject to the approval of the Director of Public Works.
5. Weed and mulch shrub beds at Police Station. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulching only to be done during the first clean-up of each year.
6. Weed and mulch around large Wildwood Property sign at roadside. These beds are to be mulched with non-colored bark mulch, not pine straw or compost. Mulch and maintain one shrub bed at northwest front corner of two-story barn. Mulching only to be done during the first clean-up of each year.
7. Edge and keep weed free three (3) flower beds in the Channel Run park
8. Weed and clean out wooded copses at the front entrance on both the pond and "wall" sign sides of Shoreline Drive.
9. Remove vines and weeds growing on any trees on Town property (including roadway medians).

Pruning:

1. Prune all shrubs once per year in March, except azaleas, which are to be pruned one to two (1-2) weeks after flowering. Prefer that abelia be pruned during the June clean-up (shortly before July 4th).
2. Remove suckers from the base of five (5) crepe myrtles at northeast end of storage building at Wildwood property. Crepe myrtles are not to be topped, shaped or pruned.
3. Remove suckers from all crepe myrtles on all Town property. This includes on the north side of Shoreline Drive (right side of road leaving Town); from Gentry Cove to Brick Road; south side of Shoreline Drive (left side of road leaving Town) between the roadside and the top of the berm from Town Hall to Old Pollocksville Road; and the Plantation Drive median. Crepe myrtles are not to be topped, shaped or pruned.
4. Trim all trees and shrubs around Town Hall including the island in the parking lot and the area adjacent to the playground. However, **no** pruning or trimming is to be done on shrubs and tree in that area marked as being the Memorial Garden.
5. Trim all trees and shrubs Shoreline Drive (between the roadside and the top of the berm), and along roadway medians. Growth should not interfere with vehicular traffic or pedestrians. Medians included are as follows:
 - a. All of the median on Anchor Way.
 - b. Plantation Drive median from Gull Pointe southwest to intersection of Shoreline Drive.
 - c. Plantation Drive median from Shoreline Drive at Town Hall east to small bridge at the Quarterdecks.
 - d. Small median island beside 244 Shoreline Drive which is in center of cul-de-sac.
 - e. Median island off Gangplank Road





TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

"B"

MOWING

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ___ day of _____, 2020 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina ("Town"); and **K.A. JONES DESIGN AND MANAGEMENT** ("Contractor").

WITNESSETH:

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

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

ARTICLE 1

Responsibilities of Contractor

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

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

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

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.4 and Attachment "A". To the extent there is any conflict between the provisions of Section 1.1 and Attachment "A", Section 1.1 shall control.

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

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

2.4 In no event shall Town be required to reimburse Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency. Furthermore, in no event shall the compensation identified in Section 2.1 exceed \$40,400.

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2020** and ending **June 30, 2022**. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 60 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract.

ARTICLE 4

Independent Contractor

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

ARTICLE 5

Indemnification; Limitation of Liability

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

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

furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

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

ARTICLE 7

Miscellaneous

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

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

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

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

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

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

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments

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

TOWN OF RIVER BEND

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

By: _____
John R. Kirkland
Mayor

ATTEST:

Ann Katsuyoshi
Town Clerk

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

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

ATTACHMENTS:

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

ATTACHMENT A

MAJOR GRASS, LAWN, PARK GROUNDS MAINTENANCE CONTRACT
GENERAL PROVISIONS

1. Maintain a ten calendar day mowing schedule (unless otherwise noted herein) beginning services with a spring cleanup on or about March 15 and continue every ten days through October 31 with one cleanup prior to and close to Thanksgiving and one additional cleanup prior to and close to Christmas. A detailed description of areas to be maintained is contained in *Attachments B and C*.
2. Police all mowing areas for trash, limbs, cans, paper, etc., and package for removal prior to each mowing.
3. Use bagger, or other effective method to keep clippings out of the water, around all waterways/lakes. *See Attachment D*.
4. Contractor shall notify the Director of Public Works at the beginning of each mowing cycle and submit an invoice detailing work performed at the end of each mowing cycle to the Director of Public Works.
5. Contractor warrants that it shall perform its services described in this Agreement in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or similar locality as the Agreement, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment and skill. Failure to timely perform, or to meet such standards, shall be sufficient grounds for Town to terminate this Agreement for cause. In the alternative, the Town may withhold any compensation due to Contractor until such standard is met and all terms of the Agreement are complied with by Contractor.
6. Cost and payments: **\$20,200** per contract year, paid at a rate of **\$2,525** per month beginning April of each year and ending in November of each year.

ATTACHMENT B

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

Area 1: Includes Town Hall lawn, Town Hall park, picnic area and all of Ritter Field

Cut, mow, and trim all grass beginning at corner where Shoreline Drive and Plantation Extension intersect. *See Attachment D.*

This area includes all the grass around Town Hall and the area between the Town Hall pond and Plantation Road from the Town Hall to the wetlands area at the west end of Ritter Field.

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

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

Beginning at the large culvert running under Shoreline Drive from Town Hall lake, go all the way to the "Brick Road" maintaining a parallel line 55 feet from the center of Shoreline Drive. This line includes the regular road shoulder, or right of way, plus an additional 25 feet of adjoining Town land and basically runs up to the top of all existing berms.

The 25 foot strip of land adjoining this right of way is planted in Pines, Juniper, and Crepe Myrtles with pine straw mulch. However, there are three small sections which have grass to cut and/or be trimmed. The first section starts at the same culvert under Shoreline Drive and runs about 200 feet to Lochbridge Drive. The second section is about 100 feet in length and is in front of the water tower. The third section begins at Lakemere Drive and continues past Lakemere Drive culvert under Shoreline Drive for a total of about 190 feet.

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

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

Area 3: Entrance Park on Highway 17 at traffic signal

The park area on the left-hand side of Shoreline Drive leaving Town includes the brick “River Bend” town “wall” sign.

Beginning at Brick Road corner by Shoreline Drive and follow to Highway 17. Turn west following a straight line on 17 to a point marked by Town staff. Turn south-southeast and follow irregular curving line beside vacant grown up field back to Brick Road 35 mph speed limit sign. Turn north-northeast along Brick Road to Shoreline Drive beginning point. Cross Old Pollocksville Rd. Turn west at fire hydrant and maintain approx. 200 ft. to metal light pole.

The other part of this park area is on right-hand side of Shoreline Drive leaving Town and joins the “River Bend Baptist Church” on the Town’s north side. It is a rectangular parcel of land containing a 3/4 acre lake. Unless otherwise directed by town or regulatory agency, trim grass with weed eater down to water.

Beginning at the Brick Road by Shoreline Drive stop sign, proceed north down Brick Road about 50 feet past the lake. Turn 90 degrees left at a point marked by Town staff and face straight forward Highway 17 for approximately 350 feet to another point marked by Town staff stake at Highway 17 right-of-way. Turn left 90 degrees and face traffic light on Highway 17. Travel approximately 200 feet to Shoreline Drive at traffic light. Turn left 90 degrees and follow Shoreline Drive back to beginning point on Brick Road. *See Attachment D.*

Beginning at the southeast corner of Shoreline Drive and the Brick Road, proceed south along Shoreline Drive approximately 500 feet to the land maintained by Gentry Cove mowing between the roadway and the tree line.

Area 5: Town Commons and Park area

Town Commons Park land bordered on east side by Shoreline Drive; on south side by Wildwood Drive; on north side by Plantation Drive and bordered on west side by a ditch line. The Northern border is Plantation Drive beside River Bend Town Hall and is marked with permanent stakes. Approximately 4.7 acres. Includes road shoulder on three sides and along the ditch line at the west end of the recreational field. Trim around rocked area near caboose, around parking bumpers, fence, under any picnic tables, benches, around volleyball court and around other man-made and natural obstacles.

Area 6: Wildwood Property

Two small grass areas at Police Station. Cut grass area in front of two-story barn and at storage facility. Also around large Wildwood Property sign at roadside. Cut grass on southeast side and rear of this barn. Cut grass on all four sides of storage building at southeast side of property adjoining two-story barn. Cut grass in and around the boat/RV storage area. Cut front back, and both ends from street edge on Wildwood Drive to large swale on east side and to large open ditch on southern side of the storage building.

Area 7: Channel Run Town Park

Common area (2.28 acres) located in Channel Run Subdivision at the intersection of Channel Run Drive and west side of Starboard Drive.

Area 8: Springdale Town Park

Common area (1.15 acres) located in Springdale Subdivision on Barbara Drive.

Area 9: Medians

All of the median on Anchor Way.

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

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

Median island from Shoreline Drive at Town Hall east to small bridge at the Quarterdecks.

Median island off Gangplank Road.

Median island on Lakemere Drive.

Area 10: Highway 17 Median

On a twenty-day cycle, mow Highway 17 median from a location, as marked, south of Shoreline Drive, north to Pirates Road, and from Pirates Road, north a location, as marked, north of Norbury Road.

Leaves:

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

Fertilizer

No fertilizer application is contemplated or approved by this contract.

WATER RESOURCES DEPARTMENT GRASS MAINTENANCE LOCATIONS

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

This is a rectangular tract which has about 215 feet fronting Shoreline Drive and is approximately 330 feet deep. Standing at Shoreline Drive and facing southwest toward back end of this tract, the top of berm on the right constitutes the property line and is planted in trees and shrubs. The back property line is part of the same berm and gives way to a wooded lot. Still standing with your back to Shoreline Drive, the property line on the left-hand side is bordered by River Bend water tower, a board fence and a tree line continuing about 300 feet to southwest corner. Trim grass and weeds inside fence.

Area 2-W: Lift Station on Lochbridge Drive

Maintain grass on small island lift station and trim around telephone pedestal, CP&L electric pedestal and several shrubs. Edge median and trim any grass in cracks in street around median as needed.

Area 3-W: Well Site No. 1

This is a triangular tract or lot. It joins the eastern end of River Bend Professional Center which sits in the corner of Shoreline Drive and Plantation Drive intersection diagonally opposite River Bend Town Hall.

Beginning at the intersection of Wildwood Drive and Shoreline Drive and facing northeast, one corner of this triangle touches Shoreline Drive at a Progress Energy light pole and continues beside a dirt berm approximately 240 feet to a small lake behind Well House No. 1. Turning left and north, this back property line runs beside the lake about 250 feet to a corner of Linksider rental building, then left again, and south about 270 feet to the beginning point of triangle at CP&L light pole on Shoreline Drive at intersection with Wildwood Drive.

Maintain all grass between these points that surround Well House No. 1 storage building.

Area 4-W: Water Tower No. 2

This is approximately ½ acre site, roughly triangular in shape (175' x 230' x 280'). The area is bordered on one side by a drainage ditch and on the other two sides by woods. The water tower is enclosed by a chain link fence. Mow the entire area inside and outside of the fence including the sloped area along the drainage ditch and out to the wooded area. Trim ditch on both ends of entrance driveway to tower.

ATTACHMENT D

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

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

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

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

Review this operation with the Director of Public Works for clarification.



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

" C "

LEAF & LIMB

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ___ day of _____, 2020 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina (“Town”); and **K.A. JONES DESIGN AND MANAGEMENT** (“Contractor”).

WITNESSETH:

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

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

ARTICLE 1

Responsibilities of Contractor

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

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

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

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

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.4 and Attachment "A". To the extent there is any conflict between the provisions of Section 1.1 and Attachment "A", Section 1.1 shall control.

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

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

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

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2020** and ending **June 30, 2022**. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 60 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract.

ARTICLE 4

Independent Contractor

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

ARTICLE 5

Indemnification; Limitation of Liability

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

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

furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

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

ARTICLE 7

Miscellaneous

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

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

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

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

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

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

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments

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

TOWN OF RIVER BEND

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

By: _____
John R. Kirkland
Mayor

ATTEST:

Ann Katsuyoshi
Town Clerk

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

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

ATTACHMENTS:

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

IRAN DIVESTMENT ACT CERTIFICATION

REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above certifies that it/he/she is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this contract which is listed on the Final Divestment List.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Services to be provided and Compensation

EMERGENCY DEBRIS REMOVAL

Contractor agrees to serve Town immediately after a storm damage event that may require removal of trees and other debris from the Town. Contractor shall provide only those services as directed by the Town Manager or his designee. Contractor shall preposition equipment in the Town when a hurricane watch is posted by local authorities. Such equipment will be positioned at a location directed by the Town Manager or his designee. The parties expressly acknowledge that this preposition of equipment is necessary so that the equipment may be available in the Town, and will not be isolated at a remote site in the event that vehicular traffic is restricted. Contractor shall provide sufficient equipment and labor, and shall remove a minimum of ten (10) tons of debris per day. Contractor agrees to begin this process within forty-eight (48) hours of the storm damage event, and to remain in the Town continuously until the clean up work as directed by the Town Manager or his designee is completed.

Contractor further agrees, at the Town's direction, to provide heavy lift equipment and operators to clear passage through the Town's streets, commonly referred to as cut and toss, prior to commencing loading and transport operations. Contractor agrees to provide this service within twelve (12) hours of the storm damage event. When provided upon request, it shall be at the rate **\$140.00 per ton** for the term of this contract. The Town Manager or his designee shall determine if the service is needed, and to what extent, and shall certify the tonnage removed.

For services related to emergency debris removal, Town shall pay Contractor a retainer fee of five hundred dollars (\$500.00) per year, to be paid in advance yearly. Town shall pay any "tipping fees" related to disposal of such debris removed from the Town. The equipment to be used by the Contractor shall be one or more of those vehicles identified on Attachment "C." The Town shall certify the tonnage removed.

KAJ

JRK

LEAF AND LIMB PICK-UP

Contractor shall provide loading equipment, personnel and trucks to pick up and transport to a designated disposal site leaf and limbs within the Town, as may be defined by the Town from time to time. The pick up route shall be assigned by the Town Manager or his designee. These pick ups shall be conducted on an annual schedule, which schedule shall be provided to the Contractor at the beginning of each year that this Agreement is in effect. Contractor shall provide a daily progress report to the Town Manager, or his designee, while the Contractor is in Town providing the contracted services. Excluding extreme weather delays or written advance approval from the Town Manager or his designee, Contractor shall be penalized fifty percent (50%) of the per term fee if the scheduled start times are not followed. Contractor must provide sufficient equipment and labor, and remove a minimum of five (5) tons of leaf and limb per day. Contractor shall follow the requirements of the Town's ordinances, rules and regulations that may affect the services provided hereunder.

For these services, Contractor shall be compensated at a rate **\$105.00 per ton** during the term of this agreement. The Town shall pay the tipping fees for leaf and limb pick up.

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

KAJ

JRK

Insurance Requirements

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

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

KAJ

JRK

ATTACHMENT C

Equipment available to be used:

Emergency

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

Routine

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

Other _____

Other _____

KAJ

JRK



RECEIVED

MAY 12 2020



TOWN OF RIVER BEND

TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

REQUEST FOR APPOINTMENT TO BOARDS OR COMMISSIONS

Parks and Recreation Advisory Board

BOARD/COMMISSION FOR WHICH YOU ARE APPLYING

Dave Moazed

davidmoa@hotmail.com

NAME

E-MAIL ADDRESS

220 Shorelin Dr., New Bern, NC 28562

509-293-1798

STREET ADDRESS

PHONE #

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

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

I enjoy bike riding, golf (member of River Bend Golf Club), fishing, X/C skiing, hiking and walking. I have been a board member and chapter president of the Icicle Valley Chapter of Trout Unlimited, and board member of the Leavenworth Washington Winter Sports Club.

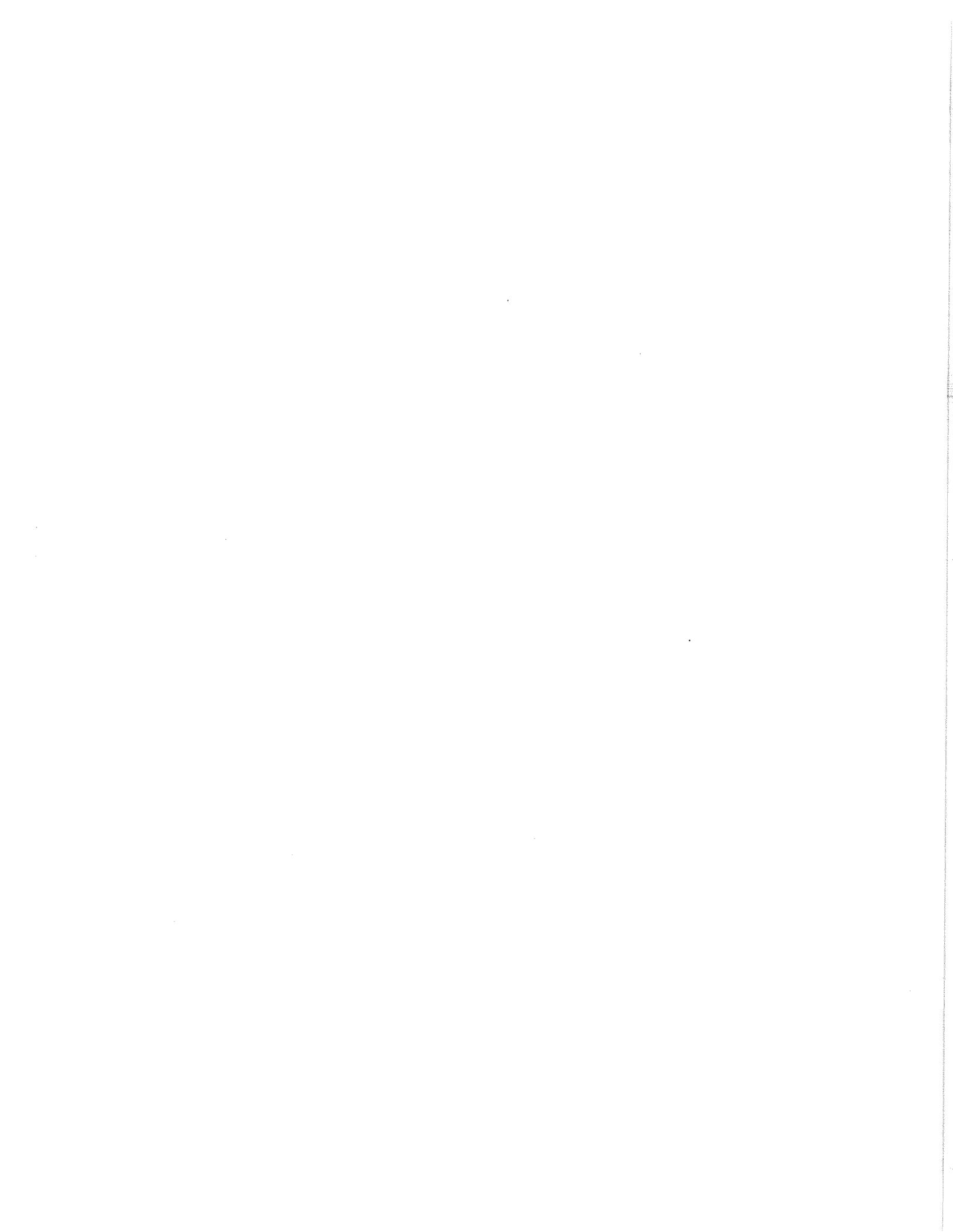
I am retired, and am interested in becoming active in my new town. Thank you.

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

This information will be used by the Town Council in making appointments to Boards and Commissions, and in the event you are appointed, it may be used as a news release to identify you to the community. This form will be retained by the Town for one year after its submission. If after one year, you have not been appointed and wish to be considered for future appointments, you must resubmit your application.

David Moazed
SIGNATURE

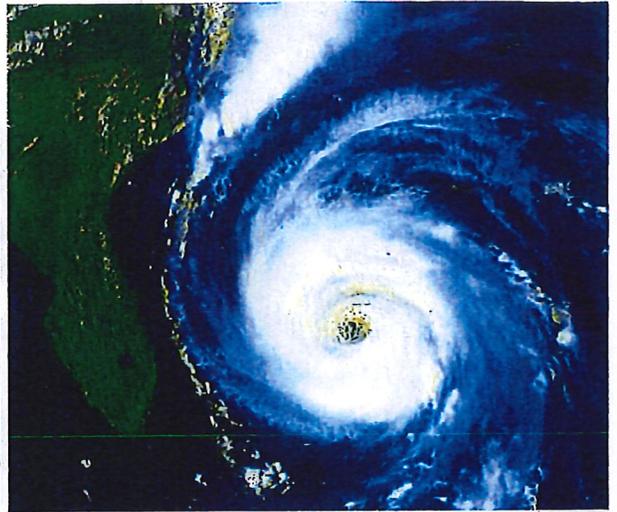
5/5/2020
DATE





This document is 653 pages long. It is available on the town's webpage on the Floodplain Management tab.

Pamlico Sound Regional Hazard Mitigation Plan



PUBLIC WORKS ADVISORY BOARD REPORT

There was no PWAB meeting this month and a very important issue facing the Board is the retirement of several Board Members. We now need as many as four new members. If there are persons interested in serving on this Board I would be pleased to talk with candidate to answer questions as to the function of the Board



Town of River Bend



Monthly Financial Report

Printed 5/12/2020

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 Administrator Margaret Theis.

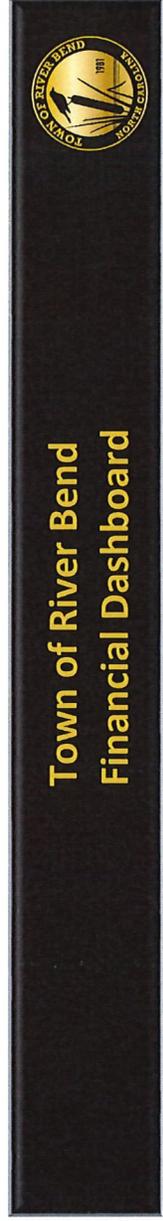
Notes

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.



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.



Fund Cash Balances

Cash Balances	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
BUS Capital Projects Fund	0	0	1,290,716	1,292,674	1,293,793	1,130,872	1,067,192	1,067,251	820,090	697,662		
General Fund*	2,281,710	2,301,346	1,109,478	1,103,687	1,112,147	1,418,172	1,423,411	1,382,573	1,392,795	1,405,444		
Powell Bill	0	0	42,446	42,473	42,500	84,973	85,027	0	0	0		
NCORR Recovery Grant	259,695	260,145	260,570	238,845	239,148	226,296	226,577	226,837	227,012	227,088		
CDBG OPR Development										-847		
General Capital Reserve	427,051	427,805	162,561	162,821	163,055	163,290	163,521	163,728	134,900	135,120		
Law Enforcement Separation Allowance*	23,849	21,965	20,127	18,165	16,257	15,367	14,780	14,190	13,599	13,016		
Water Fund*	735,569	752,969	753,700	776,454	759,084	784,094	783,408	803,007	805,142	965,844		
Water Capital Reserve Fund (CIF)	241,820	242,245	242,642	243,016	243,335	243,654	243,967	244,254	244,462	244,528		
Sewer Fund*	875,171	871,408	879,987	918,486	904,903	943,491	924,459	972,213	990,829	1,135,740		
Sewer Capital Reserve Fund (CIF)	11,121	11,140	11,158	111,175	11,190	11,204	11,218	11,230	11,239	11,243		
Total Cash and Investments	4,855,986	4,889,024	4,773,385	4,907,797	4,785,411	5,021,411	4,943,558	4,885,283	4,640,070	4,834,841		
BB&T Cash Accounts	228,170	253,082	244,972	372,142	243,798	473,842	390,141	216,365	213,490	405,332		

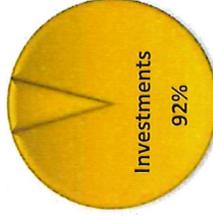
*These operating funds have equity in the BB&T pooled accounts.

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 BB&T). We have two accounts with BB&T, 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.

Cash
8%



Investments in NCCMT

Investments in NCCMT	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
BUS Capital Projects Fund	-	-	1,290,716	1,292,674	1,294,315	1,130,872	1,067,192	1,067,192	819,790	835,965		
General Fund	2,133,534	2,137,274	1,009,583	1,033,278	1,039,672	1,219,309	1,285,988	1,283,827	1,313,971	1,027,191		
Powell Bill	0	0	0	0	0	0	0	0	0	0		
NCORR Recovery Grant	259,695	260,145	260,570	238,845	239,148	226,296	226,577	226,837	227,012	227,088		
Capital Reserve (General Fund)	427,051	427,805	162,561	162,821	163,055	163,290	163,521	163,728	134,900	135,120		
Law Enforcement Separation Allowance	26,747	26,795	18,134	18,163	13,188	13,208	13,227	13,244	13,260	13,283		
Water Fund	700,923	702,163	703,408	704,766	705,707	706,648	707,573	745,435	748,010	894,669		
Water Capital Reserve Fund (CIF)	241,820	242,245	242,642	243,016	243,335	243,654	243,967	244,254	244,462	244,528		
Sewer Fund	826,924	828,374	829,641	830,917	832,004	833,090	834,156	913,171	913,935	1,040,420		
Sewer Capital Reserve Fund (CIF)	11,121	11,140	11,158	11,175	11,190	11,204	11,218	11,230	11,239	11,243		
Total Investments	4,627,816	4,635,941	4,528,413	4,535,655	4,541,613	4,547,569	4,553,417	4,668,919	4,426,580	4,429,509		



General Fund

Revenue

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date Total	% Budget
	Original	Current														
Ad Valorem Taxes	638,087	638,087	0	603	381	58,424	68,132	327,341	76,138	105,596	8,572	7,181			652,388	102.2%
Ad Valorem Taxes - Vehicle	83,200	83,200	0	6,919	6,814	160	13,111	248	12,923	7,727	6,725	6,335			60,961	73.3%
Animal Licenses	2,400	2,400	21	140	70	111	50	46	920	420	210	40			2,027	84.5%
Local Gov't Sales Tax	346,159	346,159	32,475	27,317	28,402	20,787	26,078	26,411	24,998	26,656	26,948	25,004			265,075	76.6%
Hold Harmless Distribution	97,136	97,136	8,117	7,078	7,259	8,033	7,027	6,469	7,228	6,772	7,388	5,487			70,859	72.9%
Solid Waste Disposal Tax	3,000	3,000	0	559	0	0	574	0	0	573	0	0			1,706	56.9%
Powell Bill Fund Appropriation	0	0	0	0	0	0	0	0	0	0	0	0			0	0.0%
Powell Bill Allocation	86,000	86,000	0	0	42,446	0	0	42,446	0	0	0	0			84,892	98.7%
Piped Natural Gas Tax	0	0	0	0	0	0	0	0	0	0	0	0			0	0.0%
Beer & Wine Tax	13,500	13,500	0	0	0	0	0	0	0	0	0	0			0	0.0%
Video Programming Tax	56,500	56,500	0	0	13,228	0	0	14,384	0	0	13,645	0			41,257	73.0%
Utilities Franchise Tax	119,000	119,000	0	0	23,920	0	0	29,917	0	0	27,491	0			81,328	68.3%
Telecommunications Tax	14,440	14,440	0	0	2,909	0	0	3,138	0	0	3,015	0			9,061	62.7%
Court Cost Fees	500	500	23	50	23	45	50	36	14	54	14	59			365	72.9%
Zoning Permits	5,000	5,000	803	573	852	112	360	398	444	188	224	358			4,312	86.2%
State Grants*	0	22,653	0	0	0	0	0	0	0	0	0	0			0	0.0%
Federal Gov't Grants- BPV	0	0	0	-	0	0	0	0	0	0	0	0			0	0.0%
Federal Disaster Assistance*	0	699,063	0	615,266	13,941	0	0	69,857	0	0	0	0			699,064	100.0%
State Disaster Assistance*	0	233,021	0	35120	4,647	0	169,969	23,286	0	0	0	0			233,021	100.0%
NCORR-FDLG-042	0	0	0	-	0	0	0	0	0	0	0	91,150			91,150	#DIV/0!
County Grant Emergency Svcs	0	0	0	-	0	0	0	0	0	0	0	0			-	0.0%
Recovery Grant NCORR-FDLG-004	89,022	89,022	89,022	0	0	0	0	0	0	0	0	0			89,022	100.0%
Miscellaneous	8,000	8,000	1,174	1,158	630	642	1,411	319	935	1,831	42	0			8,141	101.8%
Insurance Settlements	0	0	0	500	0	216	0	0	0	0	374	0			1,090	#DIV/0!
Interest - Recovery Grant NCORR-FL	4,678	4,678	489	450	424	365	303	298	280	260	175	76			3,121	66.7%
Interest - Powell Bill	50	50	-	-	0	27	26	27	54	0	0	0			135	269.6%
Interest - Investments*	35,000	18,100	4,116	3,826	2,826	1,615	1,402	1,605	1,696	1,581	1,152	972			20,790	114.9%
Contributions	1,200	1,200	769	4	3	29	2	2	9	6	11	0			835	69.6%
Wildwood Storage Rents	18,120	18,120	1470	1425	1,463	1,541	1,551	1,541	1,542	1,553	1,556	1,580			15,222	84.0%
Rents & Concessions	18,000	18,000	1500	1525	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500			15,025	83.5%
Sale of Fixed Assets	0	0	-	0	0	0	0	0	0	0	0	0			-	0.0%
Sales Tax Refund Revenue	0	0	0	0	0	0	0	0	0	0	0	0			-	0.0%
Trans. from Capital Reserve*	5,800	34,800	5,800	0	0	0	0	0	0	0	29,000	0			34,800	100.0%
Trans. from L.E.S.A. Fund	0	0	0	0	0	0	0	0	0	0	0	0			0	0.0%
Appropriated Fund Balance*	96,111	527,400	0	0	0	0	0	0	0	0	0	0			0	0.0%
Total	1,740,903	3,139,029	145,778	702,513	151,738	93,606	291,546	549,269	128,679	154,716	128,040	139,742	0	0	2,485,627	79.2%

*Asterisked 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.

General Fund

Town of River Bend
Financial Report
Fiscal Year 2019 - 2020



Expenditures

	Fiscal Year Budget												FY to Date Total	% Exp		
	Original	Current	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April			May	June
Governing Body	31,500	31,500	1,873	-9	4,120	3,346	1,640	5,073	-824	-672	4,101	-824			17,824	56.6%
Administration	254,706	254,706	41,290	16,151	20,290	14,243	15,271	37,374	13,994	14,549	21,465	15,299			209,925	82.4%
Finance	117,617	117,617	21,775	7,086	6,993	11,720	7,935	10,269	7,713	7,204	7,391	7,162			95,249	81.0%
Tax Listing	10,883	10,883	0	270	266	744	988	2,438	2,102	1,352	342	328			8,830	81.1%
Legal Services	24,000	24,000	766	1,347	489	662	855	257	711	4,103	1,557	858			11,604	48.3%
Elections*	6,500	2,600	0	0	0	0	0	0	2,571	0	0	0			2,571	0.0%
Public Buildings*	80,000	178,223	6,805	5,785	15,449	11,196	6,530	2,692	2,712	3,189	4,683	12,747			71,789	40.3%
Police*	532,095	591,748	64,758	51,735	41,505	36,583	39,052	56,175	39,984	72,332	30,229	34,697			467,051	78.9%
Emergency Management*	4,181	56,749	21,851	0	12,614	1,634	114	1,300	0	0	0	3,983			41,495	73.1%
Animal Control	13,991	13,991	1,496	1,222	612	506	1,072	1,386	880	911	917	910			9,912	70.8%
Street Maintenance*	182,152	163,152	3,742	4,754	1,531	5,995	2,458	3,453	89,458	2,474	11,906	2,407			128,178	78.6%
Public Works	164,913	164,913	18,220	12,709	10,925	10,991	11,356	14,866	11,275	12,640	12,389	11,373			126,744	76.9%
Leaf & Limb, Solid Waste	43,200	43,200	3,005	674	495	4,768	2,403	574	6,579	1,270	3,750	798			24,317	56.3%
Stormwater Management*	45,791	166,373	2,245	1,833	919	799	1,461	2,071	1,319	11,919	1,560	1,365			25,490	15.3%
Waterways & Wetlands	4,500	4,500	0	0	0	0	56	0	260	0	0	0			316	7.0%
Planning & Zoning*	48,005	57,005	6,950	12,906	2,911	3,155	2,929	5,008	3,419	2,837	2,775	2,846			45,735	80.2%
Recovery Grant, NCORR-FLDS-004	93,700	93,700	3,820	9,324	7,930	6,947	7,141	9,828	6,822	6,822	7,085	7,139			72,858	77.8%
Recreation & Special Events	7,700	7,700	538	59	0	20	127	148	150	238	0	0			1,280	16.6%
Parks*	45,660	91,360	3,282	2,819	2,340	1,787	3,687	3,065	31,748	2,560	19,787	2,183			73,259	80.2%
Transfers*	13,500	1,053,600	13,500	0	1,024,200	0	0	0	0	0	0	15,900			1,053,600	100.0%
Contingency*	16,309	11,509	0	0	0	0	0	0	0	0	0	0			0	0.0%
Total	1,740,903	3,139,029	215,917	128,665	1,153,589	115,093	105,020	156,032	220,875	143,728	129,937	119,171	0	0	2,488,025	79.3%

Capital / Debt

	Fiscal Year Budget												FY to Date Total	% Exp		
	Original	Current	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April			May	June
Capital Outlay*	128,500	109,500	0	0	0	0	0	0	86,523	0	9,614	0			96,137	87.8%
Debt Service - Principle	0	0	0	0	0	0	0	0	0	0	0	0			-	0.0%
Debt Service - Interest	0	0	0	0	0	0	0	0	0	0	0	0			-	0.0%

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

BUS Capital Project Fund

	Beginning Balance												FY to Date		
	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total	% Exp			
Cash Balance	1,290,000	1,290,000	1,290,716	1,292,674	1,293,793	1,130,872	1,067,192	957,124	820,090	697,662	492,072				
Expenditures	0	0	0	-523	-164,499	-65,076	-111,241	-137,759	-138,603	-205,590	(823,289)				63%
Interest earned	10,000	716	1,959	1,641	1,577	1,396	1,173	725	275		9,462				95%

Orig. Project Fund Ordinance:

1,300,000
April Budget Amend. #1
15,900
1,315,900



Sewer Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	% Col
	Original	Current													Total	
Base Charge	291,868	291,868	48,341	493	48,349	698	48,004	507	48,198	344	48,197	405			243,537	83.4%
Consumption	293,602	293,602	46,617	-67	51,665	766	49,160	30	45,634	-74	46,260	83			240,073	81.8%
Other, incl. transfers*	87,625	93,389	1,564	2,978	1,357	2,879	1,087	2,393	1,066	2,217	764	126,595			142,899	153.0%
Capital Investment Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	673,095	678,859	96,521	3,404	101,372	4,343	98,250	2,931	94,898	2,487	95,221	127,083	0	0	626,509	92.3%

Expenses

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	% Exp
	Original	Current													Total	
Admin & Finance	418,575	418,575	41,470	23,809	21,050	24,405	30,621	31,274	19,748	19,736	19,148	19,337			250,599	59.9%
Collection	75,845	75,845	6,539	25,122	1,443	6,638	1,373	1,513	946	900	633	4,456			49,563	65.3%
Treatment*	115,675	121,439	12,173	5,172	4,135	4,272	5,106	8,060	4,106	15,807	4,549	11,525			74,906	61.7%
Transfers / Contingency	63,000	63,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	673,095	678,859	60,182	54,104	26,628	35,314	37,101	40,847	24,800	36,443	24,331	35,318	0	0	375,067	55.2%

Capital

Capital (included above)	Original	Current	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	% Exp
Capital Outlay	26,000	29,500	0	24,262	0	0	0	0	0	0	0	0	0	0	24,262	82.2%

Cash Balances

Cash Balances	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Sewer Fund	875,171	871,408	879,987	918,486	904,903	943,491	924,459	972,213	990,829	1,135,740		
Sewer Capital Reserve Fund (CIF)	11,121	11,140	11,158	111,175	11,190	11,204	11,218	11,230	11,239	11,243		

Wastewater Treated

Wastewater Treated	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
Total Gallons	2,540,000	3,118,000	3,621,000	3,370,000	3,835,000	3,760,000	3,486,000	3,812,000	3,658,000	3,210,000			34,410,000
Average daily gallons	81,935	100,581	120,700	108,710	127,833	121,290	112,452	131,448	118,000	107,000			112,995

* This is the permitted daily limit.





TOWN OF RIVER BEND
 PROPOSED BUDGET ORDINANCE AMENDMENT 19-B-09
 FISCAL YEAR 2019-2020

(11)

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2019-2020 Budget Ordinance as last amended on April 9, 2020 be amended as follows:

<u>Summary</u>	
General Fund	3,146,362
General Capital Reserve Fund	305,708
Law Enforcement Separation Allowance Fund	15,177
Water Fund	586,476
Water Capital Reserve Fund	5,432
Sewer Fund	736,066
Sewer Capital Reserve Fund	250
	4,795,470
Total	

Section 1.

General Fund

**19-B-09
 PROPOSED
 CHANGES**

Anticipated Revenues		638,087	
AD VALOREM Taxes 2019-2020		83,200	
AD VALOREM Tax-Motor Vehicle		2,400	
Animal Licenses		158,760	
Sales Tax 1% Article 39		96,614	
Sales Tax 1/2% Article 40		79,485	
Sales Tax 1/2% Article 42		11,300	
Sales Tax Article 44 105-524		97,136	
Sales Tax Hold Harmless Distribution		3,000	
Solid Waste Disposal Tax		86,000	
Powell Bill Allocation		13,500	
Beer and Wine Tax		56,500	
Video Programming Sales Tax		119,000	
Utilities Franchise Tax		14,440	
Telecommunications Sales Tax		500	
Court Refunds		5,000	
Zoning Permits		22,653	
State Grant		699,063	
Federal Disaster Assistance		233,021	
State Disaster Assistance		91,150	91,150
NCORR-FDLG-042 Grant (Gen Fund allocation of \$363,000 grant)		89,022	
Recovery Grant NCORR-FDLG-004		8,000	
Miscellaneous		50	
Interest- Powell Bill Investments		18,100	
Interest-General Investments		4,678	
Interest-NCORR-FDLG-004 Investments		1,200	
Contributions		18,120	
Wildwood Storage Rents		18,000	
Rents & Concessions		34,800	
Transfer From Capital Reserve Fund		443,583	-83,817
Appropriated Fund Balance (Reduction of appropriation with surplus revenue)		3,146,362	7,333
Total			

Section 1. General Fund (continued)

**19-B-09
PROPOSED
CHANGES**

Authorized Expenditures		
Governing Body	31,500	
Administration	254,706	
Finance	117,617	
Tax Listing	10,883	
Legal Services	24,000	
Elections	2,600	
Public Buildings (1/3 of portable generator purchase cost)	185,556	7,333
Police	591,748	
Emergency Services	56,749	
Animal Control	13,991	
Street Maintenance	163,152	
Public Works	164,913	
Leaf & Limb and Solid Waste	43,200	
Stormwater Management	166,373	
Wetlands and Waterways	4,500	
Planning & Zoning	57,005	
Recovery Grant NCORR-FDLG-004	93,700	
Recreation & Special Events	7,700	
Parks & Community Appearance	91,360	
Contingency	11,509	
Transfer To General Capital Reserve Fund	0	
Transfer To L.E.S.A. Fund	13,500	
Transfer To BUS Capital Projects Fund	1,040,100	
Total	<u>3,146,362</u>	<u>7,333</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues	
Contributions from General Fund	0
Interest Revenue	10,908
Appropriated Fund Balance	<u>294,800</u>
Total	<u>305,708</u>

Authorized Expenditures	
Transfer to General Fund	34,800
Transfer To BUS Capital Projects Fund	265,800
Future Procurement	<u>5,108</u>
	<u>305,708</u>

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:	
Contributions from General Fund	13,500
Interest Revenue	300
Appropriated Fund Balance	<u>1,377</u>
Total	<u>15,177</u>

Authorized Expenditures:	
Separation Allowance	<u>15,177</u>

Section 4.

Water Fund

19-B-09
**PROPOSED
CHANGES**

Anticipated Revenues

NCORR-FDLG-042 Grant (Water Fund allocation of \$363,000 grant)

Utility Usage Charges, Classes 1 & 2

Utility Usage Charges, Classes 3 & 4

Utility Usage Charges, Class 5

Utility Usage Charges, Class 8

Utility Customer Base Charges

Hydrant Availability Fee

Taps & Connections Fees

Nonpayment Fees

Late payment Fees

Interest Revenue

Appropriated Fund Balance (Reduction of appropriation with surplus revenue)

Total

145,879

176,731

11,413

14,171

3,586

181,750

21,960

1,250

10,500

5,302

13,934

0

586,476

145,879

-95,887

49,992

Authorized Expenditures

Administration & Finance [1]

Operations and Maintenance

Transfer To Fund Balance for Capital Outlay

Transfer To Water Capital Reserve Fund

Contingency

Total

424,432

131,719

3,500

0

26,824

586,475

23,168

26,824

49,992

[1] Portion of department for bond debt service:

145,879

Section 5.

Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund

Interest Revenue

Total

0

5,432

5,432

Authorized Expenditures

Future Expansion

5,432

Section 6. Sewer Fund

19-B-09
PROPOSED
CHANGES

Anticipated Revenues:			
	<i>NCORR-FDLG-042 Grant (Sewer Fund allocation of \$363,000 grant)</i>	125,971	125,971
	Utility Usage Charges, Classes 1 & 2	227,581	
	Utility Usage Charges, Classes 3 & 4	25,778	
	Utility Usage Charges, Class 5	32,007	
	Utility Usage Charges, Class 8	8,236	
	Utility Customer Base Charges	291,868	
	Taps & Connection Fees	1,250	
	Late payment Fees	6,906	
	Interest Revenue	16,469	
	<i>Appropriated Fund Balance (Reduction of appropriation with surplus revenue)</i>	0	-68,764
	Total	736,066	57,207

Authorized Expenditures:			
	Administration & Finance [2]	418,575	
	<i>Operations and Maintenance</i>	220,548	23,264
	Transfer to Fund Balance for Capital Outlay	63,000	
	Transfer to Sewer Capital Reserve Fund	0	
	<i>Contingency</i>	33,943	33,943
	Total	736,066	57,207

[2] Portion of department for bond debt service: 125,971

Section 7. Sewer Capital Reserve

Anticipated Revenues:		
	Contributions From Sewer Operations Fund	0
	Interest Revenue	250
	Total	250

Authorized Expenditures:		
	Future Expansion	250

Section 8. Levy of Taxes

There is hereby levied a tax at the rate of twenty-six cents (\$0.26) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2019, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2019-2020" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$246,800,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.44%. The estimated collection rate is based on the fiscal year 2017-2018 collection rate of 99.44% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$32,000,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

Section 9. Fees and Charges

There is hereby established, for Fiscal Year 2020, various fees and charges as contained in Attachment A of this document.

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

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

Section 11. **Classification and Pay Plan**

Cost of Living Adjustment (COLA) for all Town employees shall be 1.5% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.

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

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2019-2020 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

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

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

Section 14. **BUS Capital Project Funding**

Funding in the amount of \$1,290,000 is transferred to the BUS Capital Projects Fund. This amount comes from General Fund Balance, \$1,040,100, General Fund budget appropriation, \$15,900 and General Capital Reserve, \$265,800.

Proposed on this 21st day of May, 2020.

John R. Kirkland, Mayor

Attest:

Ann Katsuyoshi, Town Clerk

**TOWN OF RIVER BEND RESOLUTUION
SUPPORTING SEARCH FOR ADDITONAL
EGRESS ROUTE FOR TOWN**

WHEREAS, the River Bend Town Council recognizes that a majority of its citizens utilize Shoreline Drive as their primary means of vehicular egress, and

WHEREAS, Shoreline Drive could become inaccessible during unusual or emergency situations, thus limiting access of both private and emergency vehicles to a large portion of the town, and

WHEREAS, there has been ongoing conversations about developing a plan to build an additional street through the area known as the Northwest Quadrant, and

WHEREAS, The Town Council is interested in officially researching options which would provide the land necessary to construct such an access route;

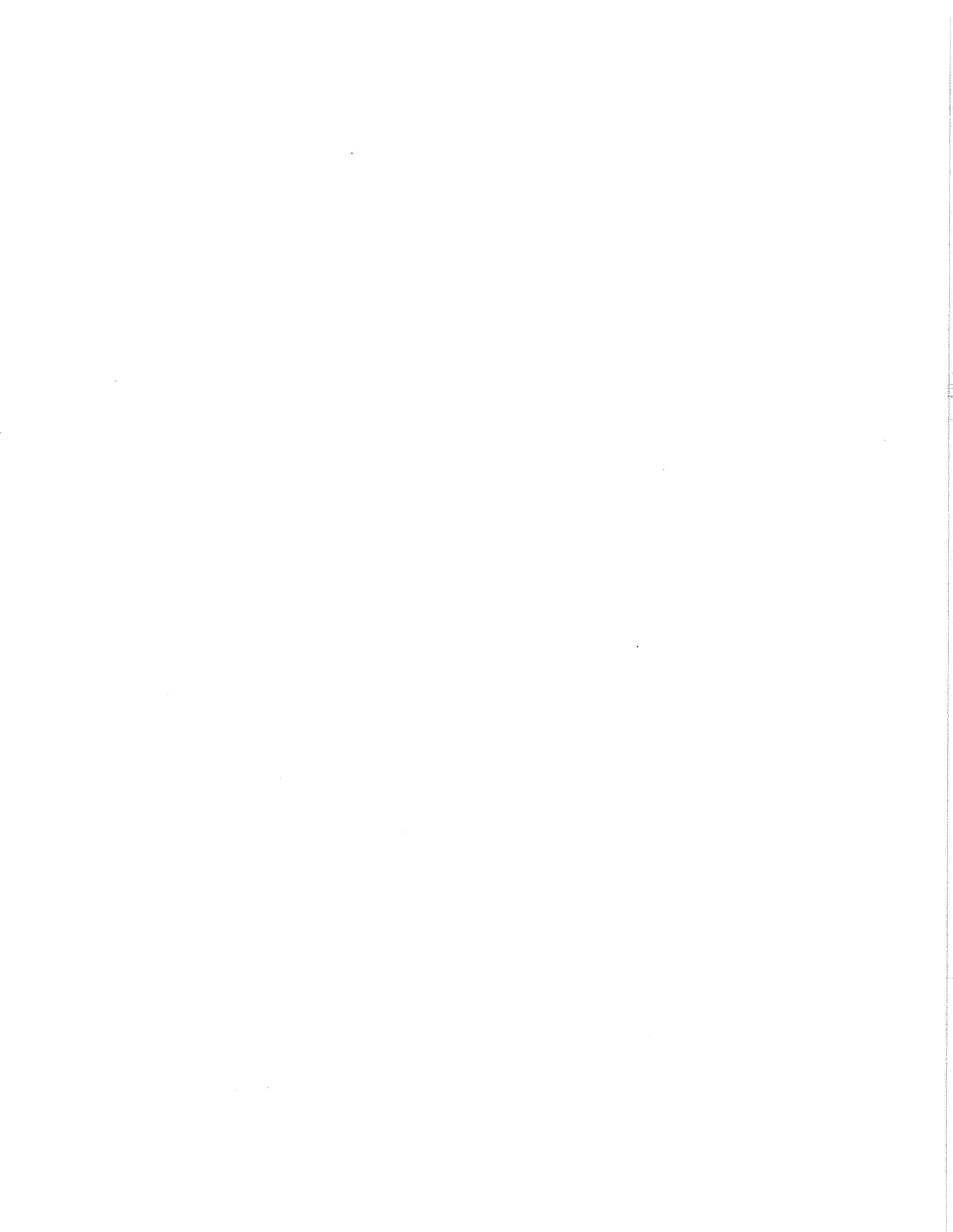
NOW THEREFORE BE IT RESOLVED, by the River Bend Town Council that the Town Manager is hereby authorized to contact private land owners in the Northwest Quadrant, or any other area that may provide additional egress, to inquire about the availability of land and the terms of such availability and to report his findings to the Council for their consideration.

Adopted this the 21st day of May, 2020

John Kirkland, Mayor

ATTEST:

Ann Katsuyoshi



MAYOR'S REPORT FOR MAY 2020

We have already discussed the development of the Town's 2020-2021 Budget. This was a compressed development schedule that the Council, Manager and Staff worked through in producing the document in time to meet the State mandated completion of municipal budgets. The Town is fortunate that the Council, Manager and Staff are dedicated individuals and accept their responsibility for working up the budget documents.

The conduct of Town governing business has continued during this pandemic while complying with the Governor's "social distancing" rules. We are fortunate that the entire Staff has continued to work a normal work schedule and the residents have not experienced any interruption of service from the Town owned utilities.

Most certainly everyone looks forward to the day when the Nation will arrive at what will be the new normal for our lives. We in River Bend need to accept that how we adapt will be at the speed and under the format that State agencies direct. To move faster or without consideration of mandated restrictions would be wasteful.

Everyone stay safe and stay well.

