

**River Bend Town Council
Regular Meeting Minutes
September 17, 2020
River Bend Town Hall
7:00 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:	Kristie Nobles
Town Attorney:	Dave Baxter
Finance Administrator:	Margaret Theis
Police Chief:	Sean Joll

CALL TO ORDER

The meeting was called to order by Mayor Kirkland at 7:00 p.m. on Thursday, September 17, 2020 at the River Bend Town Hall with a quorum present.

During his opening remarks, the Mayor encouraged all Americans to pray for healing of our bent towards bias and hate. He stated that racial discrimination is a sickness that is still evident in our national policy. He said that we are either part of the solution or part of the problem and that each of us needs to decide which camp we are in. He continued to say that we have not reached the goal as stated in Dr. Martin Luther King, Jr.'s "I have a dream speech." He closed by asking everyone to be a part of the healing solution. A moment of silence was observed and the Pledge of Allegiance was recited by all. Councilman Buddy Sheffield asked to be recognized. He said that for four months in a row, during his opening remarks, the Mayor has implied that America is a racist country and that we all needed to do something about that. He said that if he sat by silently, he feels like he is tacitly agreeing with the Mayor. He stated that he does not agree with the Mayor on this issue. He went on to say that he supports our police, they have a difficult job to do and that we should all be grateful that they are there. The Mayor agreed that the police have a difficult job to do. Councilman Brian Leonard said that he supported what the Mayor has been saying for the past four meetings. He said that there is clearly something wrong going on in our country, however, we in River Bend need to concentrate on what we can do right here, regardless of the national politics. Councilman Harry McClard said that he agreed with some of what was said from both sides. He said that he thought the Council was supposed to be non-partisan and that he was disappointed in the political nature of the comments. Councilman Brian Leonard said there was a difference between non-partisan and political. The Mayor said he did not intend for his comments to be partisan.

CONSENT AGENDA

The Mayor presented 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 August 13, 2020 Work Session

Minutes of the August 20, 2020 Regular Meeting

TOWN MANAGER'S REPORT

The Town Manager stated that construction at Town Hall is moving along smoothly and on schedule. He stated that soon construction will begin on the interior of the building and he would propose that the upcoming Council Meetings (working and regular session) be moved to the new Municipal Building through December of this year. The Council agreed to move the location of the Council Meetings.

Manager Jackson announced that this is the last official Council meeting for Ms. Ann Katsuyoshi, current Town Clerk because she will be retiring at the end of this month. He stated she has been with the Town of River Bend for over 17 years and by his estimate, today's meeting marks her 505th Town meeting. The Council thanked the Town Clerk for her service.

ADMINISTRATIVE REPORTS

FINANCE –Councilman Van Syke

Financial Report – Finance Administrator Margaret Theis told the Council that the total of the General Fund Cash Balances as of August 31, 2020 was \$3,819,514. Ad valorem tax collections for FY20-21 were at \$1,027, and Vehicle Ad valorem tax collections were at \$8,612. Councilman Leonard asked at this time if the Town is still enforcing the late fees and disconnection moratorium on utility accounts. Finance Administrator Margaret Theis stated that the last moratorium expired July 29, 2020, but residents who applied for, accepted a payment agreement and made monthly installment payments as directed could not have services disconnected.

Discussion– Budget Amendment 20-B-03

Manager Jackson stated that the Channel Run Drainage Project and Water Meter contract are both funded by grant money. The Budget Amendment 20-B-03 will allow the Town to award the Channel Run Drainage Project and proceed with the project.

Vote – Budget Amendment 20-B-03

Councilman Van Syke motioned to approve Budget Amendment 20-B-03 as presented. The motion carried unanimously. (*see attached*)

Discussion – IRS Deferral

Manager Jackson reviewed the information on the IRS Social Security Deferral again and the Council agreed to forgo participating in the IRS Social Security Deferment.

Vote – IRS Deferral

Councilman Van Syke motioned that The Town of River Bend forgo participation in the IRS Tax Deferment Program. The motion carried unanimously.

Discussion – Debt Setoff Program

Manager Jackson reviewed the information on the NC League of Municipalities 2021 Debt Setoff Program. The Town of River Bend participates in this program every year. Finance Administrator Margaret Thesis stated that the program allows the Town to collect any monies owed to the Town by residents who receive North Carolina state income tax returns. Manager Jackson stated that the Town is also allowed to collect owed monies from any NC Lottery winners.

Vote – Participation of Debt Setoff Program

Councilman Van Syke motioned to authorize the Mayor to sign the reenrollment documents for the 2021 North Carolina Local Government Debt Setoff Program. The motion carried unanimously. (*see attached*)

PUBLIC WORKS – MAYOR JOHN KIRKLAND

The Mayor stated that there was not a PWAB this month. The Mayor stated that the Board has several openings and solicits volunteers to serve on this Board. If interested please contact the PWAB Chairman Mr. Buck Irvin, Town Clerk or himself. Applying is as easy as filing a form with the Town Clerk. Then it will be presented to the Council for action. He stated that the Board has received a request for appointment to the PWAB board from Lloyd “Tripp” Carroll III. He also stated that Mr. Carroll’s skills and experience would make him a good fit for the board.

Vote – Appoint Lloyd “Tripp” Carroll III to the Public Works Advisory Board

Councilman Fogle motioned to appoint Lloyd “Tripp” Carroll III to the Public Works Advisory Board for a term beginning September 17, 2020 and expiring June 30, 2021. The motion carried unanimously.

Discussion – Water Meter Contract

The Town Manager presented the contract from Municipal Engineering Services Company, P.A. for water meter replacement in the amount of \$69,000. He stated that the Town would eventually be reimbursed through ASADRA grant. He stated that the Town would not be reimbursed for any costs until the contract for construction had been approved. Councilman Sheffield applauded the Town’s staff for the work well done in applying for recent grants.

Vote – Water Meter Contract

Councilman Fogle motioned to award the engineering contract for water meter replacement to Municipal Engineering Services Company, PA in the amount of \$69,000 as presented. The motion carried unanimously. (*see attached*)

PUBLIC SAFETY – CONCILMAN DON FOGLE

Councilman Fogle stated the CERT team has not been able to meet in person since Covid arrived. He also stated that he would like to thank the Town’s staff as he has noticed that many new traffic signs have been installed.

PARKS & RECREATION/CAC – COUNCILMAN BUD MCCLARD

Organic Garden – Councilman McClard said that the Organic Garden continues its work. He stated the bee hives and butterflies were still going strong and that some elementary aged children have visited the garden and a lesson plan was presented. Councilman McClard stated that the board still has not met since Covid arrived.

Red Caboose Library - Councilman McClard said that the library had reopened on September 8, 2020 with a “Grab and Go” procedure and this seems to be working well for the library.

Parks and Recreation – Councilman McClard stated that the Parks and Recreation advisory board will be meeting on September 30, 2020.

CAC – Councilman McClard stated that that board has not had a meeting yet since Covid arrived, but a meeting is scheduled to be held on October 21, 2020. He stated there is also a new board applicant that will be discussed.

At this time, Councilman Leonard addressed the Town Manager regarding the POW/MIA flag that will be raised at the Municipal Building on Friday September 18, 2020 as approved at the August 20th Council meeting. Councilman Leonard asked if there was a particular time that the flag would be raised. Town Manager Jackson stated that the POW/MIA flag would be raised around 7:00 am on Friday September 18, 2020.

ENVIRONMENT AND WATERWAYS – COUNCILMAN BRIAN LEONARD

Councilman Leonard gave the following report of the last EWAB meeting:

Chairman Stevens opened the meeting at 7:01 PM in the large meeting room in the municipal building. There was a quorum of members, there were no visitors. Social distancing was observed, most members wore face masks. The minutes for the last meeting on February 2, 2020 were read and approved. Councilman Leonard gave an update on the ongoing renovations to town hall and completion of the new municipal building.

Old business. The board voted on the design, numbers and placement of No Wake Signs in the canal system.

Canal ownership: Councilman Leonard gave an update from the town attorney which was that he has not been able to determine ownership and has not received any replies from the companies he reached out to.

Canal sounding survey: The board voted to have the town manager investigate hiring a contractor to conduct a baseline survey of the current canal system.

Drainage: Councilman Leonard gave an update on the ongoing projects in town. The board voted to have to town takeover responsibility for the Stormwater Drainage System.

Dredging: Councilman Leonard provided an updated on the status of the Island lake project. It was noted that one or more of the channel markers leading into Island lake were damaged and need repair. The board recommended that repair be added to the dredging work if possible.

New business. There was no new business.

Volunteer hours. Several members reported one or more hours each.

Next EWAB meeting. October 5, 2020 at 7 PM in the municipal building.
The meeting adjourned at 8 PM.

MAYOR'S REPORT

The Mayor presented the following report:

Hurricane Florence visited Eastern North Carolina and River Bend on 18 September 2018. As has been said that was truly a "night to remember." The removal of debris that piled up alongside Town streets post hurricane took a month. The Town was immediately busy with contractors removing damaged material from the flooded homes and from the police/public works Town building. The Federal Emergency Management Administration assigned a team to work with Town Staff in the interface with impacted citizens. This team remained with us for several weeks. The Town Council demonstrated great flexibility in attending called a number of meetings necessary to authorize documents necessary for state and federal grants and associated reports. These meetings provided a forum where all members of the Town's Governing Body were advised of physical conditions in Town and also continuing activity of the Town's workforce and contractors.

A sincere thanks is offered for the Town Manager, the Police Department, and the Public Works staff. Also for the Rhems Fire Department who had members available for this period providing assistance. The Fire Department housed and fed our staff members already mentioned for three days. They also welcomed persons from Baltimore and New York City who came on the day after the hurricane to assist in water rescue of person stranded in flooded homes. All these people deserve recognition for their 100% involvement during the period that the hurricane came ashore and hovered over the area for two days.

The weeks that followed, the entire Town Staff worked long hours day-after-day to interface with citizens involved in addressing their flooding losses. Town Manager and Public Works/Water Resources Superintendent Brandon Mills were involved with the contractors working under Town contracts for remedial action associated with recovery. Brandon Mills led the Public Works/Water Resources Staff in maintaining the Town's utility systems in service and providing uncompromised water to all customers. Allison McCollum, Town's assistant zoning administrator, provided advice to all the Town's flood impacted homeowners for several weeks as she worked with the members of the FEMA team that were in residence. Town Manager Jackson was in constant contact with FEMA, State and Craven County Emergency Management staff to follow what grant funding would be available for Town recovery assistance. The entire Staff contributed to the extra workload and at the same time continued the demanding routine necessary for normal operations. The Town's Finance Department composed of Margaret Theis and Mandy Gilbert professionally managed the small mountain of paperwork and records associated with the FEMA declared disaster. Their diligent and thorough efforts helped the Town secure the maximum reimbursement from FEMA totaling nearly \$1,000,000. That effort was a yearlong process and is still not totally closed out. With the recovery demands, it is also worthy to note that the Manager and Staff were able to continue projects that the Town Council had authorized. Specifically the annual street maintenance paving, the planned utility maintenance projects, the contract award and construction of the new Municipal Building.

Now, two years later, there is still some recovery work in progress but we all owe thanks for the dedicated service of the individual organizations and persons mentioned here. Please say thanks for their commitment to the Town and for the personal contribution, each has made.

PUBLIC COMMENT

Linda Klopf, 103 Randomwood Lane, thanked the Council for allowing The Red Caboose Library to re-open with new procedures to adapt to Covid-19 guidelines. Ms. Klopf also stated that she would like the Council to consider making face masks mandatory in Town Hall and the Municipal Building.

Hazel Campesi, 219 Pinewood Drive, stated that five library volunteers cleaned and sanitized all of the library books and furniture before reopening. She also stated that books are sanitized upon returning. Ms. Campesi stated that she supports Ms. Klopf's request for mandating face masks and hopes the Council would consider it. She stated that the board would be meeting at her home, even though she knows it is against the Town of River Bend's policy.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield **moved to adjourn.** The meeting adjourned at 7:52 p.m.

Kristie Nobles
Town Clerk



**TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 20-B-03
FISCAL YEAR 2020-2021**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2020-2021 Budget Ordinance as last amended on September 10, 2020, be amended as follows:

Summary

General Fund	2,297,003
General Capital Reserve Fund	164,663
Law Enforcement Separation Allowance Fund	7,888
Water Fund	613,634
Water Capital Reserve Fund	2,800
Sewer Fund	709,484
Sewer Capital Reserve Fund	129
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Total	3,795,601

Section 1.

General Fund

Anticipated Revenues

AD VALOREM Taxes 2020-2021	713,246
AD VALOREM Tax-Motor Vehicle	83,200
Animal Licenses	2,400
Sales Tax 1% Article 39	136,448
Sales Tax 1/2% Article 40	81,430
Sales Tax 1/2% Article 42	68,324
Sales Tax Article 44 105-524	9,549
Sales Tax Hold Harmless Distribution	90,202
Solid Waste Disposal Tax	2,500
Powell Bill Allocation	84,500
Beer and Wine Tax	13,500
Video Programming Sales Tax	53,680
Utilities Franchise Tax	114,261
Telecommunications Sales Tax	10,330
Court Refunds	500
Zoning Permits	5,000
State Grant - Police	22,653
State Grant - CARES Act CRF funding	49,650
Recovery Grant NCORR-FDLG-004	99,568
Miscellaneous	8,000
Interest-NCORR-FDLG-004 Investments	1,212
Interest- Powell Bill Investments	50
Interest-Gen Investments	9,755
Contributions	421
Wildwood Storage Rents	18,120
Rents & Concessions	18,000
Transfer From Capital Reserve Fund (Channel Run Drainage Project)	164,663
Appropriated Fund Balance	435,840
	<hr/>
Total	2,297,003

**20-B-03
CHANGES**

63,693

63,693

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

		20-B-03
Authorized Expenditures		CHANGES
Governing Body	28,700	
Administration	268,691	
Finance	120,181	
Tax Listing	10,880	
Legal Services	24,000	
Elections	0	
Police	590,548	
Public Buildings	149,000	
Emergency Services	4,000	
Animal Control	14,366	
Street Maintenance	221,686	
Public Works	167,240	
Leaf & Limb and Solid Waste	43,500	
Stormwater Management (Channel Run Drainage Project)	221,371	63,693
Wetlands and Waterways	68,000	
Planning & Zoning	48,363	
Recovery Grant NCORR-FDLG-004	100,780	
Recreation & Special Events	7,500	
Parks & Community Appearance	50,370	
Contingency	17,968	
Transfer To General Capital Reserve Fund	60,000	
Transfer To L.E.S.A. Fund	6,359	
Transfer To BUS Capital Projects Fund	73,500	
Total	2,297,003	63,693

Section 2. **General Capital Reserve Fund**

Anticipated Revenues		
	Contributions from General Fund	60,000
	Interest Revenue	1,248
	Appropriated Fund Balance	103,415
	Total	164,663
Authorized Expenditures		
	Transfer to General Fund	164,663

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

Anticipated Revenues:		
	Contributions from General Fund	6,359
	Interest Revenue	100
	Appropriated Fund Balance	1,429
	Total	7,888
Authorized Expenditures:		
	Separation Allowance	7,888

Section 4. **Water Fund**

		20-B-03
		CHANGES
Anticipated Revenues		
Utility Usage Charges, Classes 1 & 2	188,595	
Utility Usage Charges, Classes 3 & 4	8,534	
Utility Usage Charges, Class 5	13,226	
Utility Usage Charges, Class 8	2,971	
Utility Customer Base Charges	234,862	
Hydrant Availability Fee	21,411	
Taps & Connections Fees	1,250	
Nonpayment Fees	10,500	
Late payment Fees	6,723	
Interest Revenue	6,794	
Sale of Capital Asset	1,501	
Appropriated Fund Balance (Meter project engineering)	117,267	41,400
Total	613,634	
Authorized Expenditures		
Administration & Finance [1]	447,734	
Operations and Maintenance (Meter project engineering)	162,400	41,400
Transfer To Fund Balance for Capital Outlay	3,500	
Transfer To Water Capital Reserve Fund	0	
Total	613,634	
[1] Portion of department for bond debt service:	148,830	

Section 5. **Water Capital Reserve Fund**

Anticipated Revenues		
Contributions From Water Operations Fund	0	
Interest Revenue	2,800	
Total	2,800	
Authorized Expenditures		
Future Expansion & Debt Service	2,800	

Section 6. **Sewer Fund**

Anticipated Revenues:

		20-B-03 CHANGES
Utility Usage Charges, Classes 1 & 2	249,338	
Utility Usage Charges, Classes 3 & 4	17,688	
Utility Usage Charges, Class 5	29,873	
Utility Usage Charges, Class 8	6,202	
Utility Customer Base Charges	292,304	
Taps & Connection Fees	1,250	
Late payment Fees	7,740	
Interest Revenue	9,372	
Sale of Capital Asset	1,500	
Appropriated Fund Balance (Meter project engineering)	94,217	27,600
Total	709,484	

Authorized Expenditures:

Administration & Finance [2]	442,884	
Operations and Maintenance (Meter project engineering)	203,600	27,600
Transfer to Fund Balance for Capital Outlay	63,000	
Transfer to Sewer Capital Reserve Fund	0	
Total	709,484	

[2] Portion of department for bond debt service: 128,520

Section 7. **Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	0
Interest Revenue	129
Total	129

Authorized Expenditures:

Future Expansion & Debt Service	129
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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, 2020, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2020-2021" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$275,400,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.61%. The estimated collection rate is based on the fiscal year 2018-2019 collection rate of 99.61% 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 2021, 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 3.1% 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 2020-2021 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

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

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

Adopted this 17th day of September, 2020.

John R. Kirkland, Mayor

Attest:

Ann Katsuyoshi, Town Clerk



NORTH CAROLINA LOCAL GOVERNMENT

DEBT SETOFF CLEARINGHOUSE



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2021 Annual Participation Form

- **2021 PARTICIPATION FORM IS NOW AVAILABLE - AS OF AUGUST 17, 2020**
- **2021 PARTICIPATION FORM ALSO REQUIRES COMPLETION OF AN ELECTRONIC SIGNATURE FORM - AN EMAIL WILL BE SENT WITHIN DAYS OF COMPLETION OF THE FORM BELOW**
- **ALLOWS FOR DEBT SUBMISSION FROM DATE OF ELECTRONIC SIGNATURE COMPLETION THROUGH DECEMBER 31, 2021**
- **ONLY ONE FORM NEEDED FOR A LOCAL GOVERNMENT ENTITY - COVERS ALL DEPARTMENTS**
- **THE COORDINATOR AND CONTACT CAN BE THE SAME PERSON**
- **[CLICK HERE](#) TO ENTER UP TO 10 NAMES AND EMAIL ADDRESSES - IF ANY CHANGES**
- **[CLICK HERE](#) TO VIEW THE 2021 PARTICIPATION FORM INSTRUCTION GUIDE**

1) Date

09/10/2020

2) Local Government Name

TOWN OF RIVER BEND

3) Type of Participant

- ☒ City/Town/Village
☐ County
☐ Water & Sewer (162A Art. 1)*
☐ Joint Regional Agency (160A Art. 20)
☐ Public Health Authority (130A - Art. 2, Part 1B)
☐ Metropolitan Sewerage District (162A Art. 5)
☐ Sanitary District (130A Art. 2, Part 2)
☐ Housing Authority (157)
☐ Reg. Solid Waste Auth. (153A Art. 22)

* if a municipality providing Utilities - select City/Town/Village, not Water & Sewer (162A Art. 1)

4) Coordinator Name

Margaret Theis

Main contact for the Clearinghouse

5) Coordinator Phone Number

252-638-3870

6) Coordinator Email address

finance@riverbendnc.org

7) Coordinator Email address (re-enter for verification)

finance@riverbendnc.org

8) Coordinator Mailing Address

Town of River Bend
45 Shoreline Drive
River Bend, NC 28562

9) Contact Name

Margaret Theis

Contact for debtors. May be the same person as Coordinator

10) Contact Phone Number

252-638-3870

11) Contact Email Address

finance@riverbendnc.org

12) Contact email address (re-enter for verification)

finance@riverbendnc.org

13) Hearing Officer and Title/Position

Margaret Theis
Finance Administrator

14) Name and/or Department for Debtors to be referred to when calling the Interactive Voice Response (IVR)

Margaret Theis, Finance Department

15) Telephone Number for Debtors to be referred to when calling the Interactive Voice Response (IVR)

252-638-3870 ext 5

16) Would you like different contacts and phone numbers for different departments/types of debt?

- ☒ No - just 1 needed
☐ Yes- please contact Coordinator to discuss
☐ Already Set-up-No changes needed at this time
☐ Already Set-up-Have changes, please contact Coordinator

17) Current Method for Transmitting Debts (if already participating) or Choice (if not yet participating)

- ☒ Client Software: Encrypted Data and Encrypted File Transfer (No Cost)
☐ Secure Web Access: Encrypted File Transfers: ASCII ONLY (No Cost)
☐ Hardcopy Forms by Secure Fax (No cost for 50 debtors or less)

18) Type of Debt(s) currently being submitted (for information only)

- ☒ Taxes - Property
☐ Taxes - Vehicle
☒ Utilities
☐ EMS
☐ Health
☐ Alarms
☒ Animal violations
☒ Assessments
☒ Civil citations
☒ Code enforcement
☐ Demolitions
☒ Employees
☐ Environmental
☒ Fines (library/other)
☐ Housing
☐ Inspections
☐ Landfill
☐ Loans
☒ Maintenance (lawn,trees)
☒ Nuisance
☒ Ordinance violations
☒ Parking tickets
☐ Privilege license (debts prior to 6/30/2015)
☐ Recreation
☒ Returned checks
☐ Sewer tap
☐ Solid Waste
☒ Storage rental
☐ Storm water
☒ Traffic citations
☐ None (a new participant)

19) Other types of debts not listed above

20) Name of Person completing this form

Margaret Theis

21) Title of Person completing this form

Finance Administrator

22) Email Address of person completing this form

finance@riverbendnc.org

Instructions for Completion and Submission:

- a) Complete items 1 - 22 above
- b) Click "Print this Form" (OPTIONAL)
- c) Click "Submit Form" (REQUIRED) which will submit and clear all entries. Clicking SUBMIT prior to PRINT requires a re-start.
- d) An official 2021 Participation form will be electronically mailed to the email in #22. The form must be electronically signed by a local government official. A signed original NO LONGER needs to be mailed.

Print This Form (optional)

Submit Form

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 2, 2020 ("Effective Date")
between

The Town of River Bend, NC ("Owner")

and

Municipal Engineering Services Company, P.A. ("Engineer").

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

Water Meter Replacement and Billing Server Relocation ("Project").

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

Preparation of an Engineering Report and Environmental Document in accordance with the NC Division of Water Infrastructure requirements for Project No. 2008, Grant and Construction Administration, Engineering Design Specifications, Bidding Services, and Construction Observation for the replacement of approximately 1,460 water meters within the Town of River Bend and the Relocation of the Billing Server from its current location within the Town's Administrative Offices to the newly constructed Town of River Bend's Police Station.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period as mandated by the North Carolina Division of Water Infrastructure: Submittal of an Engineering Report by December 1, 2020, Bid and Design Package Submittal by November 1, 2021, Advertise and Receive Bids by July 1, 2022, and Execute Construction Contracts by August 1, 2022.

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding six (6) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

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

3.01 *Termination*

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

1. For cause,

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

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

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

provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting

from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 1. A Lump Sum amount of \$54,000.00 for the Preparation of the Engineering Report, Environmental Document, Grant and Construction Administration, Engineering Design Specifications, and Bidding Services.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. These services shall be described as follows:

Engineering Report/Environmental Document	\$ 14,000.00
Grant Administration	\$ 5,000.00
Construction Administration	\$ 12,000.00
Engineering Design	\$ 18,000.00
Bidding Services	\$ 5,000.00

PLUS

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$15,000.00 for Construction Observation.

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

Total \$69,000

Attachments: Appendix 1, Engineer's Standard Hourly Rates

J.

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

OWNER:

By: _____

Delane Jackson

Title: Town Manager, Town of River Bend, NC

Date Signed: _____

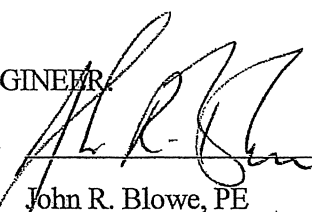
Address for giving notices:

Town of River Bend

45 Shoreline Dr.

River Bend, NC 28562

ENGINEER:

By:  _____

John R. Blowe, PE

Title: Compliance Manager, Municipal Engineering Services Company, P.A.

Date Signed: September 2, 2020

Engineer License or Firm's Certificate
Number: C-0281

State of: North Carolina

Address for giving notices:

Municipal Engineering Services Company, P.A.

68 Shipwash Dr.

Garner, NC 27529

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

Finance Officer



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services date, September 2, 2020.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

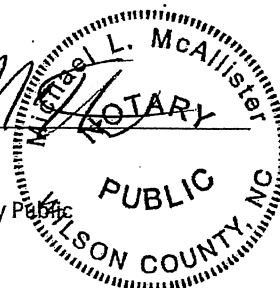
1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly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

B. *Schedule of Hourly Rates:*

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

Sr. Principal Engineer	\$185.00 per hour
Sr. Project Engineer	150.00 per hour
Principal Project Manager	150.00 per hour
Senior Project Manager	140.00 per hour
Senior Engineer I	140.00 per hour
Funding Director	90.00 per hour
Funding Administrator	80.00 per hour
Expert Witness	200.00 per hour
Environmental Specialist II	85.00 per hour
Environmental Specialist	75.00 per hour
Lead Senior Designer	90.00 per hour
Senior Designer	85.00 per hour
Design Technician	75.00 per hour
Professional Land Surveyor	125.00 per hour
Survey - Robotics	120.00 per hour
Survey - GPS	150.00 per hour
Survey Technician	77.00 per hour
Senior Construction Observer	77.00 per hour
QA/QC Field Supervisor	80.00 per hour
Secretary	55.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%

Note: There is no charge for mileage.



Grant Application

(OVER)

9. Project Budget (for Construction Projects Only)			
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
Replace 1460 water meters with AMR meters	465,000		465,000
Upgrade / Relocate Billing Server outside of Floodplain	20,000		20,000
Contingency (10% of construction costs):	48,500		48,500
Construction Subtotal:	533,500		533,500
Engineering Costs			
Engineering Design	18,000		18,000
Permitting			
Land Surveying Costs			
Engineering Subtotal:	18,000		18,000
Administration Costs			
Planning			
Easement Preparation			
Project / Construction Administration	12,000		12,000
Loan Administration	5,000		5,000
ER Preparation	8,500		8,500
Environmental Documentation Preparation	5,500		5,500
Bidding	5,000		5,000
Other (Periodic Inspection)	15,000		15,000
Administration Subtotal:	51,000		51,000
TOTAL PROJECT COST:	602,500		602,500

Total
\$69,000

A PE Seal for the estimate must be provided in the space to the right for the application to be considered complete.