

**River Bend Town Council  
Work Session Minutes  
November 12, 2020  
River Bend Municipal Building  
5:00 p.m.**

Present Council Members	Mayor John Kirkland Don Fogle Brian Leonard Bud McClard Bud Van Slyke Buddy Sheffield
Town Manager	Delane Jackson
Town Clerk	Kristie Nobles
Town Attorney	David Baxter

**DISCUSSION – Fair Housing Activity for CDBG-NR**

The Town Manager stated that Ben Jones from The Adams Company would attend the regular Council meeting on November 19, 2020 to give an update on the CDBG-NR project.

**DISCUSSION – Planning Board Recommendation on Subdivision Ordinance**

The Manager stated that the Planning Board has recommended requiring sidewalks in new subdivisions and amending the Town's Ordinance. The Manager stated that there would be a requirement for the minimum thickness of concrete added to the proposed ordinance amendment also. The Town Attorney stated that this requirement needed to be added to the proposed ordinance amendment before the Public Hearing. Councilman Leonard asked what are the protocols for the Public Hearing with the Covid-19 restrictions. The Manager stated that the public would sign up at the entrance door and would be called upon in the order on the sign-up sheet. If there were more than the restricted amount, they would simply wait in the Small Conference Room. Councilman Van Syke asked what the cost of adding these sidewalks would be to the Town. The Manager stated that the developer of the new subdivision would be responsible for funding the sidewalks. Councilman Van Syke then asked the Manager who would maintain these sidewalks after installed by the developer. The Manager stated that the sidewalks would be within the Town's right-of-way and would be maintained by the Town.

**DISCUSSION – Planning Board Recommendation on Stormwater Drainage Ordinance**

The Manager stated the amendment would remove the Stormwater Drainage from Chapter 15 and add it to Chapter 9. The Manager stated that the amendments shifting stormwater responsibility to the Town could be on the agenda for the November 19, 2020 meeting if the Council wished. The Mayor stated that he would recommend doing all the Ordinance Amendments after the Public Hearing at the November 19<sup>th</sup> meeting. Councilman Leonard stated that he agreed with the new drafted language.

**VOTE – Room Naming Options**

Councilman Fogle stated that there was no vote at the last meeting to officially name the Municipal Building and Town Hall rooms. Councilman Fogle requested reconsideration of two of the conference room names that were agreed upon at the last Council Meeting. After a brief discussion, the Council decided on the following:

Councilman Fogle **moved to name the large room in the Municipal Building as LARGE ROOM.** The motion carried unanimously.

Councilman Fogle **moved to name the small room in the Municipal Building as SMALL ROOM.** The motion carried unanimously.

Councilman Fogle **moved to name the large room in the Town Hall Building as COUNCIL CHAMBERS.** The motion carried unanimously.

Councilman Fogle **moved to name the small room in the Town Hall Building as TOWN HALL CONFERENCE ROOM.** The motion carried unanimously.

**DISCUSSION – Northwest Quadrant Road**

The Manager stated to the Council that there are two properties, Davis Property and Brown Property, which the Town may be interested in obtaining to create a possible road. He stated that he had talked to Weldon Brown about his property and Weldon is still considering the Town's proposal. Councilman Fogle stated that the Brown property appears to be much flatter, which would be easier to create the possible road. Council McClard stated that the Brown property price appears more reasonable also.

**DISCUSSION – PWAB Recommendations**

The Mayor stated he is the PWAB liaison and is obligated to present their recommendation to the Council but does not support it. The Mayor stated that PWAB would like to make it mandatory to have the Public Works Director attend their meetings. The Mayor nor the Manager support this recommendation.

**VOTE - Resolution of the Town of River Bend Regarding Designation of Applicant's Agent**

The Manager said that this Resolution is required to designate our employees who are authorized to file claims with FEMA on behalf of the Town. Councilman Sheffield **moved to approve the Resolution of the Town of River Bend Regarding Designation of Applicant's Agent as presented.** The motion carried unanimously. (see attached)

**VOTE- Adoption of 2021 Employee Holiday Schedule**

Councilman Sheffield **moved to adopt the 2021 River Bend Employee Holiday Schedule as presented.** The motion carried unanimously. (see attached)

**CLOSED SESSION**

Councilman Sheffield **moved to go into a Closed Session under NCSG 143-318.11(a)(3)(5)(6), to consult with the attorney.** The motion carried unanimously. The Council entered Closed Session at 5:40 p.m.

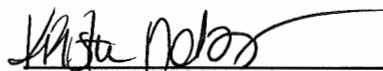
**OPEN SESSION**

Councilman Sheffield **moved to return to Open Session** at 6:25 p.m. The motion carried unanimously.

Councilman Leonard **moved to approve the Town Manager's Employment Contract as presented including changes that were discussed and authorize the Mayor to execute the contract on behalf of the Town.** The motion carried unanimously.

**ADJOURNMENT/RECESS**

There being no further business, Councilman Sheffield **moved to adjourn.** The meeting adjourned at 6:30 p.m.



Kristie Nobles  
Town Clerk

## DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

River Bend, Town Of

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME Mandy Gilbert	AGENT'S NAME Margaret Theis
ORGANIZATION Town of River Bend	ORGANIZATION Town of River Bend
TITLE or POSITION Finance Assistant	TITLE or POSITION Finance Administrator
MAILING ADDRESS 45 Shoreline Drive	MAILING ADDRESS 45 Shoreline Drive
CITY, STATE, ZIP River Bend, NC 28562	CITY, STATE, ZIP River Bend, NC 28562
DAYTIME TELEPHONE (252) 638-3540	DAYTIME TELEPHONE 252-638-3870 ext. 204
FAX NUMBER (252) 638-2580	FAX NUMBER 252-638-2580
CELL NUMBER	CELL NUMBER

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

FINANCIAL MANAGER OR OFFICER	CERTIFYING OFFICIAL
NAME Irving "Bud" VanSlyke	OFFICIAL'S NAME John Kirkland
ORGANIZATION Town of River Bend	ORGANIZATION Town of River Bend
OFFICIAL POSITION Councilman / Finance Officer	OFFICIAL POSITION Mayor
MAILING ADDRESS 45 Shoreline Drive	MAILING ADDRESS 45 Shoreline Drive
CITY, STATE, ZIP River Bend, NC 28562	CITY, STATE, ZIP River Bend, NC 28562
DAYTIME TELEPHONE (252) 638-3870	DAYTIME TELEPHONE (252) 638-3870 ext. 212
FACSIMILE NUMBER (252) 638-2580	FACSIMILE NUMBER (252) 638-2580
PAGER OR CELLULAR NUMBER	PAGER OR CELLULAR NUMBER

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):

APPLICANT'S FISCAL YEAR (FY) START

MONTH: July

DAY: 01

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

56-1291141

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER

049-56710-00

CERTIFYING OFFICIAL'S SIGNATURE

#### APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States and the State the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

#### STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

*The Certifying Official* is an individual with authority to bind the Applicant Organization to the terms and conditions herein, or one who has been duly authorized to act in that capacity for this matter.)



## North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: River Bend, Town Of

DISASTER: Hurricane Isaias

FEMA No: **FEMA-4568-NC**

### STATE-APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management ("the State") and River Bend, Town Of ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster named Hurricane Isaias and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA-4568-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. The Applicant's Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The Applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is no less than 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
  - a. The required NCEM Funding Agreement, which includes both this State-Applicant Disaster Assistance Agreement (SAA) form and the Designated Authorized Agent (DAA) form
  - b. Private Non-Profit Organization Certification (if relevant)
  - c. Summary of Documentation Form itemizing actual costs expended for large project payment requests
  - d. Quarterly Progress Reports (formerly monthly progress reports)
  - e. Copies of Single Audit Reports as applicable

**If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.**

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State Quarterly Progress Reports for all open large projects and all Category Z projects (formerly Administrative Costs or DAC) funded by FEMA disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day the first month of each quarter thereafter until the project is complete. Forms and reporting requirements will be provided by NCEM Recovery/Public Assistance.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. As a subrecipient of FEMA Public Assistance funds, the Applicant shall comply with FEMA's requirements to obtain and maintain insurance as applicable to any project that FEMA funds. If the Applicant does not obtain and maintain this insurance, FEMA may not fund future damages on the applicable facilities lacking FEMA-denoted insurance.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as *Attachment A*.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as *Attachment B*.
17. The Applicant shall not enter into cost plus percentage of cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: [www.sam.gov](http://www.sam.gov). The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors, Subcontractors, or subrecipients have not been suspended or debarred from doing business with federal or State government.
20. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State.

Nov 3, 2020

Date

56-1291141

Applicant's Federal Tax I.D.  
Number (required)

**FOR THE APPLICANT:**

BY: Mandy B. Gilbert  
Signature

Mandy B. Gilbert  
Typed Name

Finance Assistant  
Title

**FOR THE STATE:**

Date

BY:

Signature

Typed Name

Title



## ATTACHMENT A

### LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

River Bend, Town Of

\_\_\_\_\_  
Name of Applicant

BY: Mandy B Gilbert  
Signature of Applicant's Designated Agent

## ATTACHMENT B

### Assurances for Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
PROVIDE THIS DOCUMENT TO THE REQUESTING AGENCY IN THE MANNER REQUESTED BY THEM.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*(Below: the Certifying Official is an individual with authority to bind the Applicant Organization to the terms and conditions herein, or one who has been duly authorized to act in that capacity for this matter.)*

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Mandy B Gilbert</i>	TITLE <i>Finance Assistant</i>
APPLICANT ORGANIZATION River Bend, Town Of	DATE SUBMITTED Nov 3, 2020



**TOWN OF RIVER BEND**

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**TOWN OF RIVER BEND  
EMPLOYEE HOLIDAY SCHEDULE FOR CY 2021**

<b><u>HOLIDAY</u></b>	<b><u>DATE</u></b>
New Year's Day	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021
Good Friday	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Veterans' Day	Thursday, November 11, 2021
Thanksgiving Holiday	Thursday, November 25, 2021 Friday, November 26, 2021
Christmas Holiday	Thursday, December 23, 2021 Friday, December 24, 2021