



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

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www.riverbendnc.org

RIVER BEND TOWN COUNCIL AGENDA

Special Work Session Meeting

August 12, 2021

River Bend Town Hall

7:00 p.m.

1. Title VI Policy
2. Building Use Policy
3. Retainer Agreement for Legal Services
4. Asset Inventory and Assessment Grant Applications (2) Agreement
5. Statewide Mutual Aid Agreement
6. Eastern Carolina Council Board Appointment
7. **VOTE** – American Rescue Plan Act (ARPA) Project Resolution
8. **VOTE** – ARPA Project Ordinance
9. **VOTE** – Award Bid for Architectural Services
10. Budget Amendment 21-B-01
11. **VOTE** - CDBG Award of Bid for Home Construction
12. Review Agenda – Nobles

Pledge: Councilman Fogle

**RESOLUTION TO ADOPT A TITLE VI POLICY FOR THE TOWN OF RIVER BEND
TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN
ACTIVITIES RECEIVING FEDERAL
FINANCIAL ASSISTANCE**

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the Town of River Bend has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the Town, Town Departments and private persons and companies doing business with the Town and receiving federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of River Bend that the attached "Title VI Policy" is hereby adopted as the official policy of the Town of River Bend for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

IT IS FURTHER RESOLVED that the Town Manager is authorized to approve this policy on a yearly basis if no changes are made to it.

Adopted this the 19th day of August, 2021.

John Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk



Title VI Nondiscrimination Policy Statement

It is the policy of the Town of River Bend to ensure that no person, shall, on the grounds of race, color, national origin, Limited English Proficiency, income-level, sex, sexual orientation, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of River Bend program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964, United States Department of Transportation (DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) Part 21, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of River Bend to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause;
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- Subjecting a person to segregation or separate treatment in any part of a program;
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others;
- Methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities;
- Acts of intimidation or retaliation, including threatening, coercing, or discrimination against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing;
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment.

To assure that appropriate program measures are implemented and monitored, I or my designee will serve as the Town of River Bend's Title VI Coordinator; 252-638-3870, manager@riverbendnc.org. As an expression of my commitment to and support of the Town's Title VI Nondiscrimination Program, below is my signature as the Town Manager of the Town of River Bend.

Delane Jackson, Town Manager

Date



TOWN OF RIVER BEND EXTERNAL DISCRIMINATION COMPLAINT INSTRUCTIONS

INTRODUCTION

The Town of River Bend is responsible for processing discrimination complaints filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws. Participants and beneficiaries of programs and activities administered or funded by the Town of River Bend who feel they have been discriminated against based on race, color, national origin, income level, Limited English Proficiency (LEP), sex, age, or disability have a right to file a complaint. Complaints of alleged discrimination will be investigated by the appropriate authority, such as OCR (Office of Civil Rights), a Federal agency. Note: Religion is only covered under NCDOT's Right of Way program (Fair Housing) and programs funded by the Federal Aviation Administration (FAA) or Federal Transit Administration (FTA).

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to Town of River Bend programs, activities, and services. Note: Title VI does not include internal complaints related to Equal Employment Opportunity (EEO).
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination based on race, color, national origin, income level, LEP, sex, age, or disability (and religion, where applicable) may file a written complaint with the Town of River Bend's Title VI Coordinator. The law also prohibits intimidation or retaliation against anyone who files a complaint.
3. **Filing Options and Time Limits** – Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll-free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590, 202-366-4070
 - **Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693/202-366-0752
 - **Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

- **Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **Federal Motor Carrier Safety Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, Room #W65-312, Washington, DC 20591, 202-366-8810
 - **Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, SC 2591, 202-267-3258
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll-free 877-218-5228
4. **Format for Complaints** – Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or email will be acknowledged and processed. Complaints will be accepted in other languages, including Braille. (See Discrimination Complaint Form included below.)
 5. **Complaint Basis** - Allegations must be based on issues involving race, color, national origin, income level, LEP, sex, age, or disability, and religion, where applicable. The term “basis” refers to the complainant’s membership in a protected group category. Note: Religion (or creed) is only protected under Right of Way, Public Transportation, and Aviation programs.

Protected Categories	Definition	Examples	Pertinent Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; (Executive Order 13166)	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B; (Executive Order 13166)
Color	Color of skin, including shade of skin within a racial group	Black, White, Brown, Yellow, etc.		
National Origin (LEP)	Place of birth. Citizenship is not a factor (Discrimination based on language or a person’s accent is also covered.)	Mexican, Cuban, Japanese, Vietnamese, Chinese, Russian, French.		
Income level	An individual or household determined to be low-income	Poverty status	Executive Order 12898	
Sex	The sex of an individual.	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Person of any age	21-year-old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

Religion	Creed. An individual belonging to a religious group; or the perception, based usually on distinguishable characteristics that a person is a member of a religious group	Muslim, Christian, Sikh, Hindu, etc.	Title VIII of the Civil Rights Act of 1968 (Fair Housing Act); 49 USC 47123 (FAA); 49 USC 5332 (FTA)
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COMPLAINT RECEIPT AND RESPONSE

1. The Town of River Bend's Title VI Coordinator will provide written acknowledgment via registered mail of your complaint within fifteen (15) calendar days.
2. The Town of River Bend will review your complaint upon receipt to ensure the required information was provided, the complaint was timely filed, and jurisdictional requirements were met.
 - a. If the complaint is complete and no additional information is needed, the Town of River Bend Title VI Coordinator will send you a letter of acceptance as well as a Complainant Consent/Release Form.
 - b. If the complaint is incomplete, you will be contacted in writing to obtain the needed information. Note: Failure to respond and/or provide the requested information within fifteen (15) calendar days may be considered good cause for a determination of no investigative merit.
3. Within fifteen (15) calendar days of receiving your complaint, the Town of River Bend will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the Town of River Bend will notify you and Respondent (the person(s) against whom you have filed the complaint) via registered mail, stating the decision.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reasons for the decision.
 - b. If the decision is to investigate the complaint, the notification shall state the grounds of the Town's jurisdiction and require your and the Respondent's full cooperation in assisting the investigator.
 - c. Interviews may be recorded during the investigation. Consent to record may be required if the interviewee is located outside of North Carolina.
4. The Town of River Bend will attempt to resolve all discrimination complaints within 60 days of accepting the complaint for investigation. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and Town of River Bend staff may be utilized for resolution. The Town will make known all filing options and avenues of appeal.



DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, sex, age, national origin, disability, income-level, or Limited English Proficiency may file a written complaint with the Town of River Bend's Title VI Coordinator within 180 days after the discrimination occurred.

Last Name:	First Name:	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Mailing Address:	City:	State:	Zip:
Home Telephone:	Work/Cell Phone:	Email Address:	

Identify the Category of Discrimination:

<input type="checkbox"/> RACE	<input type="checkbox"/> COLOR	<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> LIMITED ENGLISH PROFICIENCY
<input type="checkbox"/> RELIGION	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> SEX	<input type="checkbox"/> INCOME LEVEL <input type="checkbox"/> AGE

NOTE: Religion is covered as a basis only under NCDOT's Right of Way Unit (Fair Housing) and Public Transportation and Aviation Division.

Identify the Race of Complainant:

<input type="checkbox"/> Black	<input type="checkbox"/> White	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian American
<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination:

Names of individuals responsible for the alleged discriminatory action(s):

How were you allegedly discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status(basis) was a factor in the discrimination. Include how other persons were treated differently from you. Attach additional page(s) if necessary.

The law prohibits intimidation or retaliation against anyone because he/she either has taken action, or participated in action, to secure rights protected by these laws. If you feel you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation. Attach additional page(s) if necessary.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support and/or to clarify your complaint. Attach additional page(s) if necessary.

Name

Address

Telephone

_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

_____	Federal Highway Administration	_____
_____	Federal Transit Administration	_____
_____	Federal Motor Carrier Safety Administration	_____
_____	US Department of Transportation	_____
_____	Federal or State Court	_____
_____	NC Department of Transportation	_____
_____	Other	_____

Have you discussed the complaint with any Town of River Bend representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

AN UNSIGNED COMPLAINT WILL NOT BE ACCEPTED. PLEASE SIGN AND DATE THE FORM BELOW.

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

Town of River Bend
Delane Jackson, Title VI Coordinator 45 Shoreline Drive
River Bend, NC 28562

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Referred to: _____

Date Referred: _____

Yellow highlighted areas were added/changed since the work session on 6-10-2021

TOWN OF RIVER BEND POLICY ON USE OF TOWN HALL MEETING ROOM

As a service to the community, the town's meeting rooms may be made available on an equitable basis for the lawful activities of groups or individuals. Approval by the town to use its facilities does not constitute official endorsement of the event nor of the beliefs, viewpoints, policies or affiliation of its sponsors. The meeting rooms shall not be used for any purpose that is not a permitted use in the town's zoning regulations.

(I) WHO MAY USE THE MEETING ROOM/FACILITY. The town's meeting rooms may be reserved for activities by the following. These are examples and it is not an all-inclusive list.

- a. Individuals
- b. Groups officially affiliated with the Town of River Bend
- c. Other agencies that are affiliated with local, state or federal governments
- d. Legally established organizations, non-profits and civic groups such as Boy Scouts of America, Girl Scouts of the USA, Lions Club, Rotary Club, Shriners, etc.
- e. Private organizations such as home owners associations, political party organizations and other private groups

The person who signs the meeting room request form will be recognized as the sponsor of the event and shall be the person who is responsible for compliance with this policy.

(II) HOURS. The hours the Meeting Room may be used are:

Monday through Friday	8:30 a.m. to 10:00 p.m.
Saturday	8:30 a.m. to 10:00 p.m.
Sunday	11:00a.m.to 7:00 p.m.

(III) RESERVATIONS. Requests for the use of the room must be submitted to the town during normal town office hours. Reservations are not official until confirmed by the town. Adult supervision and responsibility are required for events involving children/minors. The sponsor is required to notify the town immediately of any cancellations. Official meetings of the town government and its boards and commissions have first priority and take precedence over all other activities. Any conflict in scheduling shall be resolved in the town's favor. Non-town affiliated groups/individuals are prohibited from reserving the room/facility on a long-term basis, which is defined as: *more than once per week or any usage during more than twelve consecutive months*. All long-term reservations must be renewed each calendar year on a first-come basis.

a. The town reserves the right to assign/change room reservations, based on the number of attendees at the function, when rooms are being used simultaneously.

b. Use of the kitchen in the Municipal Building will be granted by reservation only and requires payment of an additional fee. No town supplies may be used without permission.

c. Rental fees are assessed per room. If you reserve multiple rooms, you are charged per room.

d. The Municipal Building is the primary location for all meetings. The large meeting room in Town Hall is available for usage but only in very limited circumstances.

(IV) RESPONSIBILITIES OF THE SPONSOR. Activities must begin and end in a timely manner to allow for setup, cleanup and restoration of the room within the time allotted. The sponsor is responsible for setting up the room for the use for which it is intended and for cleaning and restoring it to its original configuration upon completion of the meeting. The sponsor assumes all responsibility for any damage caused to town's facilities and equipment during their usage of the facility. Any damage must be reported immediately to the town. If the meeting begins or ends outside of normal town office hours, the sponsor is responsible for arranging opening and closing, including locking the building once all participants have vacated the building. This can be done by notifying the police officer on duty by calling 252-638-1108.

(V) PROHIBITIONS.

- a. Smoking of any kind (tobacco or e-cigarettes)
- b. Open flames of any kind, except those specifically designed for and used to warm prepared food pans, such as those typically used by caterers
- c. Alcoholic beverages
- d. Cooking (does not include simply warming foods that are cooked elsewhere)
- e. Animals
- f. Any unlawful activity
- g. Painting

Events that include the serving of food/drinks are allowed. However, any foods that require cooking shall be cooked elsewhere prior to being used in the town's facilities. Activities that involve more than normal wear and tear on the meeting room facility, generate excessive noise or are disruptive to the conduct of town business may not be permitted.

(VI) RENTAL FEES. The fees apply to all groups that are not eligible for exemption

- \$ 40.00 fee for up to four hours in a single day
- \$ 80.00 fee for more than four hours in a single day.
- \$ 20.00 fee for kitchen use

a. Meetings organized by the Town of River Bend, its advisory boards, town-sponsored organizations or town authorized meetings of other local, state or federal governments are exempt from rental fees. Local chapters, that serve the Craven County area, of legally established organizations, non-profits, and civic groups such as Boys Scouts of America, Girls Scouts of the USA, Lions Club, Rotary Club, Shriners, etc. may also be exempted from rental fees. Groups such as these may be considered for exemption from the rental fees by requesting a waiver from the Town Manager, using the form provided by the Town. ~~All others are subject to the fee.~~

b. In addition to the exemption examples stated in VI (a), any meeting/function/activity that is fully open to the public, allows full public participation and does not require an attendee to be a member of the group, pay an admission fee, own property to be eligible to participate or vote or assesses any type of participation/membership dues or fees may also eligible for exemption.

c. Any meetings/function/activity that is not eligible for exemption based on VI (a)(b) and restricts public attendance and/or participation based on membership, ownership, assessment of fees or in any other manner, or is a private function, is not exempt from the rental fees.

(VII) DEPOSIT.

Any event conducted by non-officially town affiliated groups that includes the serving of food and/or beverages of any kind or any craft activity requires the pre-payment of a \$100 deposit. The deposit may be fully returned to the sponsor following an inspection by the town, provided that the facility was not damaged during the event. Any damages caused during the event, as solely determined by town, shall be assessed to the sponsor and deducted from the deposit. If the damages exceed the amount of the deposit, the sponsor shall be responsible for any additional payment necessary to repair the damages to the town's satisfaction. Failure to pay for any damages shall result in legal action against the sponsor and possible prohibition of future use of the facility by the sponsor/individual/group.

ADOPTED: 12-21-94.

AMENDED: 12-20-00
12-19-01 (To be effective when Town Manager assumes position)



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE NEW YORK GENERAL ARBITRATION STATUTE

Town of River Bend, North Carolina, (Client) retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and 1,4 - Dioxane. We specifically agree as follows:

1. **FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Thirty Percent (30%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

2. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. **COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
30% Attorney's Fee	<u>\$ 30.00</u>
Net settlement	\$ 70.00
Disbursements	<u>-\$ 10.00</u>
Net to Client	\$ 60.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to

conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. NEW YORK OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in New York County, New York. This arbitration provision shall be enforceable in either federal or state court in New York County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York County, New York having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 20____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE NEW YORK GENERAL ARBITRATION STATUTE**

NAPOLI SHKOLNIK, PLLC

By: _____

By: _____

Printed Name: _____

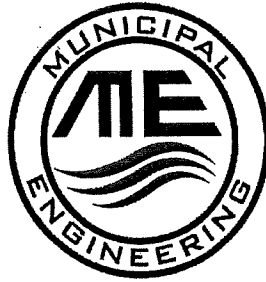
Printed Name of Attorney _____

Title: _____

Address: _____

E-Mail: _____

Phone: _____



**Agreement for
Grant and/or Loan
Application Services**

Part 1 – Grant/Loan Application Authorization

THIS AGREEMENT, made and entered into this the 6th day of July, 2021 by and between **Municipal Engineering Services Company, PA, (MESCO); and Town of River Bend, North Carolina (Applicant).**

W I T N E S S E T H

THAT WHEREAS, the Applicant desires to apply for two (2) grants and/or loans in the amount of \$150,000 each to the following agency or agencies (check all that apply):

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Community Development Block Grant – Infrastructure (CDBG-I) |
| <input type="checkbox"/> | Clean Water State Revolving Fund (CWSRF) |
| <input type="checkbox"/> | Drinking Water State Revolving Fund (DWSRF) |
| <input type="checkbox"/> | State Wastewater & Drinking Water Reserve Programs |
| <input type="checkbox"/> | Merger/Regionalization Feasibility Grant Program |
| <input checked="" type="checkbox"/> | Asset Inventory and Assessment Grant Program-Water (AIA) |
| <input checked="" type="checkbox"/> | Asset Inventory and Assessment Grant Program – Wastewater (AIA) |
| <input type="checkbox"/> | NC Commerce Industrial Development Fund (IDF) |
| <input type="checkbox"/> | NC Commerce Economic Infrastructure |
| <input type="checkbox"/> | NC Commerce Appalachian Regional Commission (ARC) |
| <input type="checkbox"/> | Golden Leaf Foundation |
| <input type="checkbox"/> | NC Parks and Recreation Trust Fund (PARTF) |
| <input type="checkbox"/> | NC Commerce Appalachian Regional Commission (ARC) |
| <input type="checkbox"/> | US Department of Agriculture – Rural Development (USDA-RD) |
| <input type="checkbox"/> | US Commerce Economic Development Administration (EDA) |
| <input type="checkbox"/> | Other _____ |

NOW THEREFORE, IT IS AGREED that MESCO will prepare the funding applications for the Applicant at no charge with the understanding that MESCO will enter into a contract for Engineering Design, Construction Phase, and Grant Administration Services for the projects if the applicant is awarded the grant/loan. If the application is unsuccessful, MESCO will not charge the Applicant for the costs associated with the preparation of the funding applications.

However, if the Applicant is awarded a grant and/or loan, and elects not to accept funding for the project, or does not supply the required information in a timely manner to provide for the

Initial
MESCO: *AW*
Applicant: _____

submission of the application by their fixed deadline, or selects another firm to provide Engineering Services, the Applicant agrees to pay MESCO the amount of \$7,500.00 for the cost of preparing the applications.

The Applicant shall furnish MESCO with the required items for submission to the funding agency, which includes: Council resolutions, financial audits, rate sheets, billing records, application forms, maps, reports, or any other documents which may be required to be included with or supply information for the application in a timely manner. Since many of these funding programs are highly competitive, it is inherent for the Applicant to supply as much information for inclusion in the application, which may affect the scoring and ultimate outcome.

MESCO does not warrant or guarantee the Applicant will receive grant/loan funding, all or in part, of the amount applied for. Loan funds to local governments are generally subject to approval the NC Department of Treasury, Local Government Commission. However, if the Applicant does not receive funding, MESCO will re-submit the application during the next funding cycle without charge. Subsequent re-submittals are subject to review as to their potential for funding by MESCO. If it appears the application in the opinion of MESCO is not worthy of re-submittal, MESCO reserves the right to charge the Applicant for additional submittals of the application.

Part 2 – Terms and Conditions

Definitions:

"MESCO" is Municipal Engineering Services Company, P.A.

"Applicant" is the County, Municipality, Owner or other legal entity.

- 1. Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina. The parties hereby agree and consent that Johnston County, North Carolina, shall be the venue for resolving any dispute which may arise hereunder.
- 2. Modification.** This Agreement may be amended, modified, superseded or canceled only by written agreement signed by all of the parties hereto.
- 3. Successors and Assigns.** This Contract shall be binding upon the heirs, successors and assigns of the respective parties.
- 4. Severability.** In the event, any provision of this Agreement is deemed to be unenforceable, the remainder of this Agreement shall not be affected.

MESCO: ^{Initial}
Applicant:

5. Event of Default. Should payment be required under this agreement, the term "Event of Default:" as used herein, means the occurrence of any one or more of the following events: (i) Applicant fails to make any payment as same becomes due in accordance with the terms of this Agreement and such failure continues for ten (10) days after the due date thereof; (ii) Applicant fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after said performance is due; (iii) discovery by MESCO that any statement, representation, or warranty made by the Applicant pursuant hereto or in connection with this Agreement is false, misleading, or erroneous in any material respect; or (iv) proceedings are commenced in bankruptcy.

8. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, MESCO, in addition to, and without waiving any other remedy available to it: (i) may cease all work in progress; (ii) terminate this Agreement; and (iii) exercise all legal and equitable rights, remedies and privileges which may be available to it.

9. Collection Costs and Reasonable Attorney Fees. In the event MESCO is caused to engage the services of an attorney to enforce the terms of this Agreement, MESCO shall be entitled to recover of the Applicant the costs of such enforcement including, but not limited to: reasonable attorney's fees, court costs and other fees and costs reasonably incurred.

10. Bills and Notices. Except as otherwise provided, notice to the Applicant shall be deemed sufficiently given upon personal delivery or via U.S. Mail to the Applicant at the address herein set forth or at such other address as the Applicant may provide in writing. Any such notice shall be deemed to have been received five (5) days subsequent to mailing. Notice to MESCO shall be made in writing via certified mail and served on MESCO at 68 Shipwash Drive, Garner, NC 27529.

11. Waiver. Failure to require strict performance of any of the provisions hereof shall not be considered a waiver of future right to demand strict performance with the provisions of this Agreement.

12. Entire Agreement: This agreement constitutes the entire agreement between Municipal Engineering Services Company, P.A. and Applicant. Any promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified and approved in writing by an authorized agent of Municipal Engineering Services Company, P.A. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or another document submitted by Applicant.


MESCO: Initial
Applicant:

Part 3 – Payment (if required)

Payment Terms: Net cash upon receipt of invoice. There is a late payment charge of 1½% per month on the unpaid balance of the previous month, less payments or credit within the billing cycle. Unless otherwise agreed and indicated herein prior to work, *services are billed monthly while work is in progress. All invoices are due within 30 days of the date of invoice. No work will be performed on any project with an unpaid balance 31 days past the date of invoice.*

Terms and Conditions: The terms and conditions in Part 2 of this contract and any attachments or exhibits referenced hereon are expressly incorporated into this Grant/Loan Application Agreement. The Applicant hereby acknowledges that, before signing this Work Authorization Agreement, he/she has read the entire Agreement and understands and agrees to all of the terms set forth.

MUNICIPAL ENGINEERING SERVICES COMPANY, PA


(Signature)

Travis L. Woodie, CEO / COO
(Name / Title)

July 6, 2021
(Date)

Accepted By:

Town of River Bend, NC
(Applicant Name)

(Signature)

Hon. John Kirkland, Mayor
(Name / Title)

(Date)

Craven County



Stanley Kite, Director
Ira Whitford, Asst. Director

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

MEMORANDUM

Emergency Services

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

FROM: Stanley Kite, Emergency Services Director

SUBJ: Statewide Mutual Aid Agreement-Revised

DATE: July 20, 2021

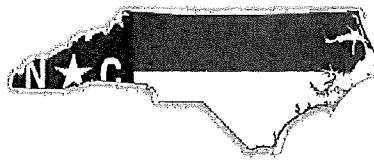
I have been asked by the North Carolina Department of Crime Control and Public Safety Division of Emergency Management to get the Local Governments in Craven County to update the Statewide Emergency Management Mutual Aid Agreement annually.

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

I would like to have the original documents back after they are signed so I can present them to the Division of Emergency Management. I hope to have all these agreements in before August 30, 2021 so we can all be better prepared for any disaster. Again if I can assist you in this matter please call me at 252-636-6608 or you can email me at skite@cravencountync.gov.

Thank you for your attention in this matter.





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

FOR THE TOWN OF RIVER BEND

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

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

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

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

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

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

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

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

SECTION I. DEFINITIONS

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

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

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

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

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. "Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

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

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

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

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

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

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

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

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

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

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

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

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

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

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

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

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

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

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

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

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

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

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

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

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

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

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

SECTION VII. REIMBURSEMENTS

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

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

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

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

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

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

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

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

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

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

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

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

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

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

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

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

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

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

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

SECTION XIII. AMENDMENTS

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

the Recipient and Provider.

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

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

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

SECTION XV. HEADINGS

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

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

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

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

SECTION XVII. EFFECTIVE DATE

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

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

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

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director
Division of Emergency Management

Date:

BY: _____

WITNESS: _____

Chief Executive Officer/Local Government

Name:

Title:

Name of Unit:

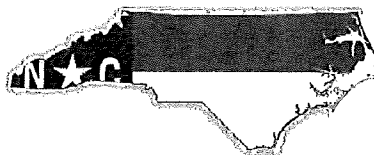
Date:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety

Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE

MAILING ADDRESS:

DATE:

PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:



Yearly Municipal Appointment

Please use this form to appoint or reappoint a representative from your municipality to actively serve on the Eastern Carolina Council General Membership Board. You may submit this form via email (eccadmin@eccog.org), fax (252-638-3187), or mail (P.O. Box 1717, New Bern, NC 28563-1717). For questions or concerns please contact Leighann Morgan, Deputy Finance Director, at 252-638-3185 ext. 3001 or eccadmin@eccog.org. Please complete this form and convey it to us ASAP so that we may extend an invitation to this individual to attend our next meeting.

Municipality: Town of River Bend

We here do appoint _____ to serve on the
(Name of Appointment)
Eastern Carolina Council General Membership Board.

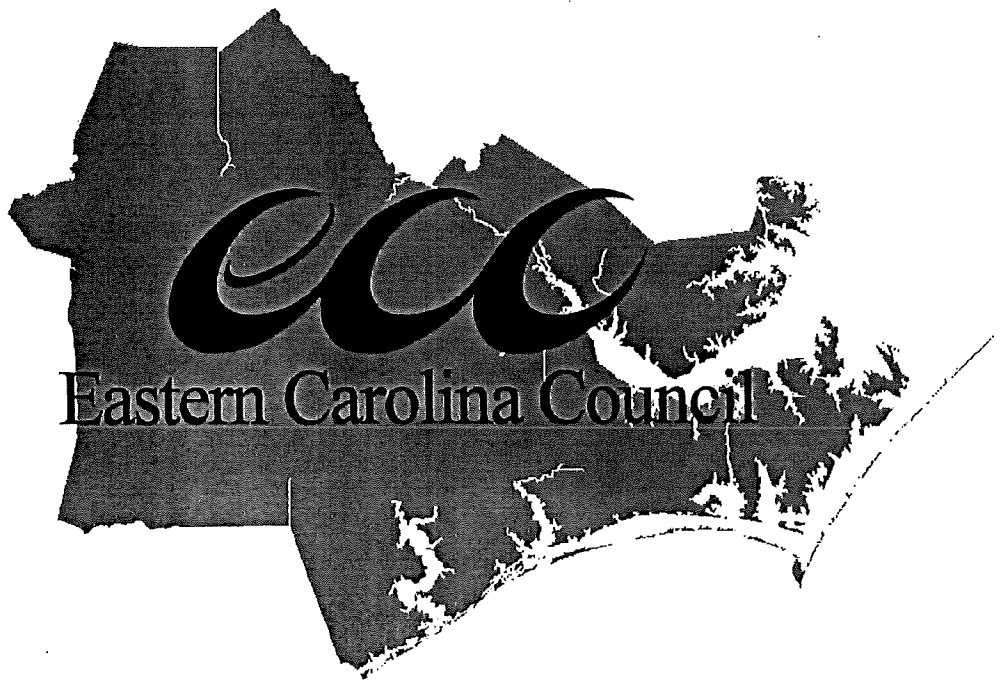
Contact information:

Title: _____
Mailing Address: _____
City and Zip: _____
Home Phone: _____
Cell Phone: _____
Email: _____

Date

Signature

Title



ECC is governed by a General Membership Board that includes one elected official from each member county and municipality served by the organization. The full board meets twice a year to set policy for ECC, guide programming and discuss regional challenges. The ECC Executive Committee, the delegate from each of the nice counties and one municipal representative from each county, conducts business for the organization in months that the General Membership Board does not meet.

ECC Board Officers

Name	Board Position	County	Town or County Position
Jay Bender	President	Jones	Mayor of Pollocksville
Bill Taylor	1st Vice President	Carteret	Mayor Pro-Tem of Morehead City
Edward Riggs, Jr.	2nd Vice President	Pamlico	Town of Alliance - representative
Shane Turney	Treasurer	Craven	Mayor Pro-Tem of Trent Woods

2021 Meeting Schedule

Meetings are held on the second Thursday of the month and are held in the third-floor conference room of the O. Marks Building 233 Middle Street, New Bern. (Click the Below for the Agenda or Minutes of corresponding meetings)

General Membership Board – January 14, 2021 (Agenda, Minutes) Packet

Special Board Meeting - January 28, 2021 (Link to Zoom Access) (Agenda, Minutes)

Executive Committee – March 11, 2021 (Agenda, Minutes)

Special Board Meeting - March 24, 2021 (Agenda, Minutes)

Executive Committee – May 11, 2021 (Agenda, Part II, Part III, Part IV, Part V, Proposed Budget 2021-2022, Minutes) - Zoom Link

References used during meeting: myFutureNC Powerpoint, 100 County Attainment Profiles, County Data Summary Spreadsheet, Promising Practices Feedback Form, Local and Regional Endorsements, FASFA, Policy Priorities

Special Executive Committee Board – June 10, 2021 (Agenda)

General Membership Board - June 30, 2021 (Agenda, Proposed Budget 2021-2022, ED Report 1, ED Report 2, ED Report 3, ED Report 4, Newsletters Newsletter Newsletter)

Special Executive Committee Board - July 22, 2021

Executive Committee – August 12, 2021

Executive Committee – October 14, 2021

*The specific committees will be notified as necessary (Nomination Committee, Budget & Audit Committee, etc.)



Eastern Carolina Council

233 Middle Street; Ste 300 Phone: 252.638.3185

PO Box 1717

Fax: 252.638.3187

New Bern, NC 28560

www.eccog.org

2020 OFFICERS

Jay Bender, President

Bill Taylor, 1st Vice President

Edward Riggs, Jr., 2nd Vice President

Shane Turney, Treasurer

General Membership Board

**** Denotes Executive Committee Member**

Carteret County

Robert Cavanaugh**	Carteret County
John Lotspih	Town of Atlantic Beach
Marianna Hollinshed	Town of Beaufort
Shawne Southard	Town of Bogue
Zachary Steffey	Town of Cape Carteret
John Nash	Town of Cedar Point
Mark Taylor	Town of Emerald Isle
Pete Wylie	Town of Indian Beach
Bill Taylor**	Town of Morehead City
Dominick Spadaro	Town of Newport
Alicia Durham	Town of Pine Knoll Shores

Craven County

E.T. Mitchell**	Craven County
William Howard	Town of Bridgeton
Barbara Jones	Town of Cove City
Randy Mitchell	Town of Dover
Jim Kohr**	City of Havelock
(Appointment Pending)**	City of New Bern

Scott Showalter Town of River Bend

Shane Turney**	Town of Trent Woods
Billy Whitford	Town of Vanceboro

Duplin County

Jesse Dowe**	Duplin County
Hutch Jones	Town of Beulaville
Rubylene Lambert	Town of Calypso
Carolyn Kenyon	Town of Faison
Clifton Williams	Town of Greenevers
Chris Roberson**	Town of Kenansville
Luther Herring Jr.	Town of Rose Hill
Lois McCartney	Town of Teachey
Rodney Fritz	Town of Wallace
Scotty Summerlin	Town of Warsaw

Greene County

Bennie Heath**	Greene County
Arthur Robinson**	Town of Hookerton
(Appointment Pending)	Town of Snow Hill

Jones County

Frank Emory**	Jones County
Janet Baker	Town of Maysville
Jay Bender**	Town of Pollocksville
Darlene Spivey	Town of Trenton

Lenoir County

Roland Best**	Lenoir County
Veronica Lee	Town of LaGrange
(Appointment Pending)	Town of Pink Hill

Onslow County

Pamala Hall	Town of Holly Ridge
Walt Yurek	Town of North Topsail Beach
McKinley Smith**	Town of Richlands
(Appoint Pending)	Town of Surf City
Larry Philpott	Town of Swansboro

Pamlico County

Pat Precott**	Pamlico County
Edward Riggs, Jr.**	Town of Alliance
(Appointment Pending)	Town of Arapahoe
Vennie Himbry	Town of Bayboro
TW Harris	Town of Grantsboro
Booker Jones	Town of Mesic
Allen Price	Town of Oriental
Sherry Howlett	Town of Vandemere

Wayne County

Freeman Hardison**	Wayne County
Barbara Aycock	Town of Fremont
Steve Wiggins**	Town of Mount Olive
Lisa Pate	Town of Pikeville
(Appointment Pending)	Town of Seven Springs
Robert Parchman	Village of Walnut Creek

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties

Printed from ECC website 7/9/2021

Town of River Bend Resolution
Designating American Rescue Plan Act Project

Whereas, the Town of River Bend has received \$964,378 from the United States Treasury as part of the American Rescue Plan Act (APRA), and

Whereas, the Town is restricted by funding guidelines on what projects the ARPA funds may be used to fund, and

Whereas, the Town Council has considered several eligible infrastructure projects, and

Whereas, the current United States Treasury Interim Final Rule, provides wide latitude for governments to identify investments in water and sewer infrastructure that are of the highest priority for their own community, and

Whereas, the town's proposed project has been ruled as eligible for funding by the State of North Carolina's Division of Water Infrastructure under the Environmental Protection Agency's Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund, and

Whereas, the Town Council designates the proposed project as eligible for funding under ARPA;

Now therefore be it resolved, that the River Bend Town Council does hereby designate the construction of an administrative building to be used by the Town's water and sewer systems in support of their overall operations as the Town's ARPA project.

Be it further resolved, that the River Bend Town Council, in accordance with the provisions of North Carolina General Statute 160A-17.1 does hereby accept the ARPA funds.

Be if further resolved, that the River Bend Town Council appoints Town Manager, Delane Jackson, as the authorized representative to administer the APRA funds and sign on behalf of the Town.

Adopted this 12th day of August, 2021

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk



TOWN OF RIVER BEND
PROPOSED Grant Project Ordinance for Coronavirus State and Local Fiscal Recovery Fund
American Rescue Plan Act of 2021

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina 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. This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The Town received the first tranche in the amount of \$482,189 of CSLRF funds. The total allocation is \$964,378, with the remainder to be distributed to the town within 12 months. These funds will be used, to the extent authorized by state law, for construction of an administrative building to be used by the Town's water and sewer systems in support of their overall operations.

Section 2. The following amounts are appropriated for the project and authorized for expenditure:

CSLRF Project	\$964,378
---------------	-----------

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

CSLRF Project	\$964,378
---------------	-----------

Section 4. The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5. The Finance Officer is hereby directed to report the financial status of the project to the governing board on a monthly basis.

Section 6. Copies of this grant project 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 7. This grant project ordinance expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

Proposed this 12th day of August, 2021.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk

**EVALUATION RESULTS
TOWN OF RIVER BEND
ARCHITECTURAL SERVICES
ARPA-PUBLIC WORKS BUILDING**

EVALUATION CRITERIA	COMPANY EVALUATED			
	CPL Architecture	Oakley Collier Architects	CR Francis Architecture	JFK Architecture
General Qualifications, Competence and Reputation of Firm or Individual Consultant Max. – 25 points	25	25	24	24
Prior Experience of Firm or Individual Consultant Max. – 20 points	20	20	18	18
Qualifications of Actively Involved Staff Max. – 20 points	20	20	18	18
Ability to Address Local Needs Max. – 15 points	12	12	12	12
Experience in Publicly Funded Government Projects Max.-10 points	10	10	10	10
Experience/ Certification in LEED Max.- 5 points	5	5	4	5
Availability of Firm Max.—5 points	4	4	5	4
TOTAL POINTS SCORED Max. – 100 points	96	96	91	91

Dellane Jackson
Reviewer

7-23-21
Date

**EVALUATION RESULTS
TOWN OF RIVER BEND
ARCHITECTURAL SERVICES
ARPA-PUBLIC WORKS BUILDING**

EVALUATION CRITERIA	COMPANY EVALUATED			
	MHAWorks, PA	The Walker Group	Davis Kane Architects	Wooten
General Qualifications, Competence and Reputation of Firm or Individual Consultant Max. – 25 points	25	24	25	25
Prior Experience of Firm or Individual Consultant Max. – 20 points	19	19	20	20
Qualifications of Actively Involved Staff Max. – 20 points	19	19	20	20
Ability to Address Local Needs Max. – 15 points	13	15	12	12
Experience in Publicly Funded Government Projects Max.-10 points	10	10	10	10
Experience/ Certification in LEED Max.- 5 points	5	5	5	5
Availability of Firm Max.—5 points	4	5	4	4
TOTAL POINTS SCORED Max. – 100 points	95	97	96	96

Delane Jackson
Reviewer

7-23-21
Date



**TOWN OF RIVER BEND
PROPOSED BUDGET ORDINANCE AMENDMENT 21-B-01
FISCAL YEAR 2021-2022**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2021-2022 Budget Ordinance be amended as follows:

Summary

General Fund	1,953,665
General Capital Reserve Fund	107,187
Law Enforcement Separation Allowance Fund	13,545
Water Fund	626,900
Water Capital Reserve Fund	489
Sewer Fund	687,100
Sewer Capital Reserve Fund	22
Total	<u>3,388,908</u>

Section 1.

General Fund

**21-B-01
PROPOSED
CHANGES**

Anticipated Revenues

AD VALOREM Taxes 2021-2022	711,163	
AD VALOREM Tax-Motor Vehicle	85,800	
Animal Licenses	2,000	
Sales Tax 1% Article 39	149,718	
Sales Tax 1/2% Article 40	87,158	
Sales Tax 1/2% Article 42	74,932	
Sales Tax Article 44 105-524	10,235	
Sales Tax Hold Harmless Distribution	86,068	
Solid Waste Disposal Tax	2,200	
Powell Bill Allocation	76,800	
Beer and Wine Tax	13,225	
Video Programming Sales Tax	53,600	
Utilities Franchise Tax	111,000	
Telecommunications Sales Tax	9,900	
Court Refunds	500	
Zoning Permits	5,000	
Recovery Grant NCORR-FDLG-004	76,445	
Miscellaneous	10,000	
Interest-NCORR-FDLG-004 Investments	30	
Interest- Powell Bill Investments	50	
Interest-Gen Investments	500	
Contributions	421	
Wildwood Storage Rents	18,144	
Rents & Concessions	18,000	
<i>Sale of Capital Assets</i>	31,008	31,008
<i>Transfer From Capital Reserve Fund</i>	65,342	21,492
<i>Appropriated Fund Balance</i>	254,426	9,824
Total	<u>1,953,665</u>	<u>62,324</u>

<u>Section 1.</u>	<u>General Fund (continued)</u>		<u>21-B-01 PROPOSED CHANGES</u>
Authorized Expenditures			
	Governing Body	32,000	
	Administration	262,000	
	Finance	129,000	
	Tax Listing	11,200	
	Legal Services	24,000	
	Elections	3,500	
	Police (Ford Interceptor \$52,500; FY21 P.O. Rollovers- Ammo \$6509)	610,509	59,009
	Public Buildings (FY21 P.O. Rollovers- kitchen countertops \$1700)	108,700	1,700
	Emergency Services	4,000	
	Animal Control	11,000	
	Street Maintenance	191,000	
	Public Works	161,000	
	Leaf & Limb and Solid Waste	44,000	
	Stormwater Management	42,000	
	Wetlands and Waterways	3,000	
	Planning & Zoning	50,000	
	Recovery Grant NCORR-FDLG-004	76,475	
	Recreation & Special Events	7,500	
	Parks & Community Appearance (FY21 P.O. Rollovers- front entrance flagpole \$3229)	44,615	1,615
	Contingency	17,667	
	Transfer To General Capital Reserve Fund	107,000	
	Transfer To L.E.S.A. Fund	13,500	
	Total	1,953,665	62,324

<u>Section 2.</u>	<u>General Capital Reserve Fund</u>		<u>21-B-01 PROPOSED CHANGES</u>
Anticipated Revenues			
	Contributions from General Fund	107,000	
	Interest Revenue	187	
	Total	107,187	
Authorized Expenditures			
	Transfer to General Fund	65,342	21,492
	Future Procurement	41,845	-21,492
		107,187	0

<u>Section 3.</u>	<u>Law Enforcement Separation Allowance Fund</u>		
Anticipated Revenues:			
	Contributions from General Fund	13,500	
	Interest Revenue	45	
	Total	13,545	
Authorized Expenditures:			
	Separation Allowance	1,517	
	Future LEOSA Payments	12,028	
	Total	13,545	

Section 4.**Water Fund****21-B-01
PROPOSED
CHANGES**

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	199,710	
Utility Usage Charges, Classes 3 & 4	8,949	
Utility Usage Charges, Class 5	12,209	
Utility Usage Charges, Class 8	3,586	
Utility Customer Base Charges	231,472	
Hydrant Availability Fee	20,496	
Taps & Connections Fees	1,250	
Nonpayment Fees	10,500	
Late payment Fees	6,839	
Interest Revenue	1,275	
Sale of Capital Asset	0	
<i>Appropriated Fund Balance</i>	<i>130,614</i>	<i>41,400</i>
Total	626,900	

Authorized Expenditures

Administration & Finance [1]	469,000	
<i>Operations and Maintenance</i> (FY21 P.O. Rollover- Meter Reading System engineering cost)	<i>154,400</i>	<i>41,400</i>
Transfer To Fund Balance for Capital Outlay	3,500	
Transfer To Water Capital Reserve Fund	0	
Total	626,900	

[1] Portion of department for bond debt service:

148,991

Section 5.**Water Capital Reserve Fund**

Anticipated Revenues

Contributions From Water Operations Fund	0	
Interest Revenue	489	
Total	489	

Authorized Expenditures

Future Expansion & Debt Service	489	
---------------------------------	-----	--

Section 6.**Sewer Fund**

21-B-01
PROPOSED
CHANGES

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	258,181	
Utility Usage Charges, Classes 3 & 4	20,212	
Utility Usage Charges, Class 5	27,576	
Utility Usage Charges, Class 8	7,264	
Utility Customer Base Charges	294,652	
Taps & Connection Fees	1,250	
Late payment Fees	7,902	
Interest Revenue	1,919	
Sale of Capital Asset	0	
<i>Appropriated Fund Balance</i>	<u>68,144</u>	27,600
Total	687,100	

Authorized Expenditures:

Administration & Finance [2]	463,000	
<i>Operations and Maintenance</i> (FY21 P.O. Rollover- Meter Reading System engineering cost)	<u>220,600</u>	27,600
Transfer to Fund Balance for Capital Outlay	3,500	
Transfer to Sewer Capital Reserve Fund	0	
Total	687,100	
 [2] Portion of department for bond debt service:	 128,659	

Section 7.**Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	0	
Interest Revenue	22	
Total	<u>22</u>	

Authorized Expenditures:

Future Expansion & Debt Service	<u>22</u>	
---------------------------------	-----------	--

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, 2021, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2021-2022" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$278,000,000 for purposes of taxation of real and personal property with an estimated rate of collection of 98.39%. The estimated collection rate is based on the fiscal year 2019-2020 collection rate of 98.39% 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 \$33,000,000 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 2022, 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 1.4% 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 2021-2022 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.

Proposed this 12th day of August, 2021.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk

THE **ADAMS COMPANY** INC.

ENGINEERING AND DESIGN

708 Abner Phillips Road

Warsaw, NC 28398

Phone (910) 293-2770

Fax (910) 293-2766

Firm License No. C-4438

August 6, 2021

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

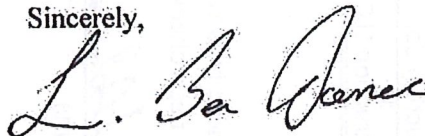
Subject: 2019 River Bend CDBG NR
Recommendation of Award
Reconstruction Contracts 19-01, 19-04, 19-05

Dear Mayor Kirkland:

On August 5, 2021 the Town received bids for the Demolition/Reconstruction contracts 19-01, 19-04 and 19-05 related to the 2019 CDBG NR project. The Town received 3 bids for each unit. The low bidder for contract 19-01 is Holland Construction Co. with a bid of \$144,700.00. The low bidder for contract 19-04 is Holland Construction Co. with a bid of \$149,700.00. The low bidder for contract 19-05 is Holland Construction Co. with a bid of \$162,700.00. All three amounts are within the current budget of the project. Holland Construction Co. has been contacted and he assures us that he can complete all three houses in a timely manner. Therefore, we recommend that all three units are awarded to the low bidder, Holland Construction Co. Attached is a Bid Tabulation Summary. Please review and put before the board at the next meeting. Upon your approval please sign the Notice of Award and return to our office.

We do not plan to attend the meeting unless you request us to be present. If you have any questions, please do not hesitate to contact me at 910-293-2770.

Sincerely,



L. Ben Jones

Project Administrator

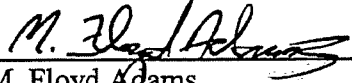
LBJ/

Enclosure

Town of River Bend CDBG-NR
Demo/Reconstruction Bid Tabulation
Bid Date: August 5, 2021 2:00 p.m.

Contractor	Unit 19-01	Unit 19-04	Unit 19-05
Dream Home Repairs, Inc	\$216,100.00	\$214,000.00	\$211,100.00
Holland Construction Co.	\$144,700.00	\$149,700.00	\$145,700.00
Sea Level Construction LLC	\$160,700.00	\$160,700.00	\$162,700.00

I certify that these bids were received by the Town of River Bend at 2:00 pm on August 5, 2021.
The bids have been checked and verified to be correct to the best of my knowledge and belief.


M. Floyd Adams

8/6/21
Date

SECTION 00350
NOTICE OF AWARD

To: Holland Construction Co.
P.O. Box 182
Chinquapin, NC 28521

PROJECT Description:

Town of River Bend CDBG-NR Reconstruction Project: Contract #1 19-04
Home Address: 502 Old Pollocksville Rd. New Bern NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 15, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 149,700.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20_____.

Owner: Town of River Bend

By: _____

Name: John Kirkland

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this the _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

END OF SECTION

SECTION 00350

NOTICE OF AWARD

To: Holland Construction Co.
P.O. Box 182
Chinquapin, NC 28521

PROJECT Description:

Town of River Bend CDBG-NR Reconstruction Project: Contract #1 19-01
Home Address: 324 Old Pollocksville Rd. New Bern NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 15, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 144,700.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20_____.

Owner: Town of River Bend

By: _____

Name: John Kirkland

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this the _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

END OF SECTION

SECTION 00350
NOTICE OF AWARD

To: Holland Construction Co.
P.O. Box 182
Chinquapin, NC 28521

PROJECT Description:

Town of River Bend CDBG-NR Reconstruction Project: Contract #1 19-05
Home Address: 524 Old Pollocksville Rd. New Bern NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 15, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 145,700.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20_____.

Owner: Town of River Bend

By: _____

Name: John Kirkland

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this the _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

END OF SECTION



RIVER BEND TOWN COUNCIL AGENDA

Regular Meeting

August 19, 2021

River Bend Town Hall

7:00 p.m.

Pledge: Councilman Fogle

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 July 15, 2021 Regular Council Meeting

7. TOWN MANAGER'S REPORT – Delane Jackson

Activity Reports

- A. **Monthly Police Report** by Chief Joll
- B. **Monthly Water Resources Report** by Director of Public Works Mills
- C. **Monthly Work Order Report** by Director of Public Works Mills
- D. **Monthly Zoning Report** by Assistant Zoning Administrator McCollum

ADMINISTRATIVE REPORTS:

8. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Director
9. Environment and Waterways – Councilman Brian Leonard
 - A. EWAB Report
10. Planning Board – Councilman Buddy Sheffield
 - A. Planning Board Report

11. Public Safety – Councilman Don Fogle
 - A. Community Watch
 - B. CERT
12. Parks & Recreation/CAC – Councilwoman Barbara Maurer
 - A. Parks and Rec Report
 - B. CAC Report
 - C. Organic Garden Report
 - D. Library Report
13. Public Works and Water Resources – Mayor John Kirkland
 - A. PWAB Report
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