



RIVER BEND TOWN COUNCIL AGENDA

Regular Meeting

August 19, 2021

River Bend Town Hall

7:00 p.m.

Pledge: Councilman Leonard

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
 - B. VOTE - Budget Amendment
 - C. VOTE - Asset Inventory and Assessment Grant Applications (2) Agreement
9. Environment and Waterways – Councilman Brian Leonard
 - A. EWAB Report
 - B. VOTE - Building Use Policy

10. Public Safety – Councilman Buddy Sheffield (for Councilman Don Fogle)

- A. Community Watch
- B. CERT
- C. VOTE - Title VI Policy
- D. VOTE – Mutual Aid Agreement

11. Parks & Recreation/CAC – Councilwoman Barbara Maurer

- A. CAC Report
- B. Parks and Rec Report
- C. Organic Garden Report
- D. Library Report

12. Public Works and Water Resources – Mayor John Kirkland

- A. PWAB Report

13. MAYOR'S REPORT – Mayor Kirkland

14. PUBLIC COMMENT

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

15. ADJOURNMENT

**River Bend Town Council
Regular Meeting Minutes
July 15, 2021
River Bend Town Hall
7:00 P.M.**

Present Council Members: Mayor John Kirkland
Don Fogle
Brian Leonard
Barbara Maurer
Irving Van Slyke

Absent Council Member: Buddy Sheffield

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Town Attorney: Dave Baxter
Finance Administrator: Margaret Theis
Police Chief: Sean Joll

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, July 15, 2021 in the Town Hall Meeting Room with a quorum present.

RECOGNITION OF NEW RESIDENTS

Scott and Wendy Atwood, 161 Quarterdeck, stated they moved to town over a year ago. Mr. Atwood is active duty military and the family plans to retire in River Bend. He stated that he wished to become active in town.

ADDITIONS / DELETIONS TO AGENDA

Councilwoman Maurer stated she wished to remove item 11E, Parks and Recreation and Community Appearance Commission Advisory Boards appointments. She stated that the advisory boards have not had enough time to meet with each applicant. Councilman Fogle stated that he disagreed and felt that some applications were received over a month ago and have had ample time for review and that meeting with the applicants was not the procedure used in the past. Councilwoman Maurer stated that she felt that the three applicants should attend an advisory board meeting. Councilman Fogle stated that he felt the appointments should be based on the details provided on the applications. Councilman Leonard stated that he agrees to delete the item and have the applicants meet with the advisory board before appointing an applicant to the advisory boards.

VOTE – Delete Item 11E from Agenda - Councilwoman Maurer motioned to delete item 11E, Parks and Recreation and Community Appearance Commission Advisory Boards appointments from the agenda. The vote was tied with 2 ayes (Maurer, Leonard) and 2 nays (Fogle, Van Slyke). The Mayor broke the tie by voting nay. The motion failed 3 to 2.

The Manager stated that the 2021 Paving Program bid opening was held on Monday, July 15, 2021 and the Council could award the bid. He stated it could be added to the agenda as item 10D. The Manager also stated that for item 15 – Closed Session§143-318.11(a)(6) that subsection (3) needed to be added also.

VOTE- Additions to Agenda – Councilman Leonard motioned to add the Paving Award as item 10D and add subsection (3) to item 15 Closed Session. The motion passed unanimously.

CONSENT AGENDA

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

A. Approve

Minutes of the June 10, 2021 Work Session

Minutes of the June 17, 2021 Regular Meeting

TOWN MANAGER'S REPORT

The Manager stated that he has rescheduled the band from the postponed Independence Day Celebration to October 2, 2021. He stated that at this time, the fireworks have not been rescheduled but if the Council would like the fireworks display it would require council action due to the costs.

ARPA- American Rescue Plan Act

The Manager stated that the town is expected to receive funds soon from an ARPA grant to construct a new Public Works building. The Manager stated that he received the Request for Qualifications for bids for this project with eight firms responding.

ASADRA- Additional Supplemental Appropriations for Disaster Relief Act

The Manager stated that he and the finance staff met with a software company today regarding the software for the water meter replacement received through the ASADRA grant. He stated that he approves of the software and will send the plans to the state for approval.

BRIC- Building Resilient Infrastructure and Communities

The Manager stated that about a year ago, he submitted a grant application to the state for the BRIC grant and the application was not approved. He stated that he is submitting another application this year for this grant.

AIA- Asset Inventory Analysis

The Manager stated he met with the town's engineer to discuss the application for the water and sewer grant for \$150,000 each and they will be submitting the applications.

Councilman Leonard asked if the town could incorporate the Town's 40 Anniversary with a fireworks display at the October 2 celebration with the band. The Manager stated that Parks and Recreation Advisory Board has been discussing this and Councilwoman Maurer has included that in her Parks and Recreation Advisory Board Report.

ADMINISTRATIVE REPORTS

ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – COUNCILMAN LEONARD

Councilman Leonard stated that the Environmental and Waterways Advisory Board did not meet in July but will meet on August 2, 2021 at 7:00 p.m. at the Municipal Building.

Councilman Leonard presented the Absentee Voting Resolution. He stated in the 2022 Municipal Election absentee voting would be allowed.

Vote – Absentee Voting Resolution – Councilman Leonard motioned to approve the Absentee Voting Resolution as presented. The motion carried unanimously. (see attached)

PLANNING BOARD – COUNCILMAN LEONARD (FOR COUNCILMAN SHEFFIELD)

There was no Planning Board report.

Councilman Leonard stated that the Council has requested a Special Meeting with advisory board chairpersons. Councilman Leonard presented the Public Notice for the Special Meeting.

Vote – Schedule Special Meeting – Councilman Leonard motioned to schedule a Special Meeting on August 10, 2021 at 3:00 p.m. at Town Hall as presented. The motion carried unanimously. (see attached)

PUBLIC SAFETY – COUNCILMAN FOGLE

Councilman Fogle stated that CERT and Community Watch did not meet in July. CERT is scheduled to meet on August 25, 2021 at 7:00 p.m. at the Municipal Building.

Discussion – Title VI Policy – Councilman Fogle presented the Title VI Policy to prohibit discrimination in programs and services and in activities receiving federal financial assistance for the Town of River Bend.

VOTE – Title VI Policy

Councilman Fogle motioned to approve the Title VI policy as presented.

Councilwoman Maurer asked if the resolution was a template from NCDOT. The Manager stated that it is a template from NCDOT used to create the resolution and policy and he stated that NCDOT has approved the policy as presented. Councilwoman Maurer asked why sexual orientation was not in the protected category. The Manager stated that the resolution could be revised if the Council approved. The Town Attorney stated that the language stated on the basis of sex includes sexual orientation. Councilwoman Maurer asked if the note in the protected category “sex” could be removed. The Manager stated that the policy could be revised.

AMENDED MOTION – Title VI Policy

Councilman Fogle motioned to approve the Title VI policy with the change to the chart on page 3 under protected category “sex” to delete the Note: Sex under this program does not include sexual orientation.

Councilman Leonard asked if GINA - Genetic Information Nondiscrimination Act would be included in this policy as well. The Attorney stated that is not included in this policy. After discussion, the Mayor suggested that this policy be tabled until the Attorney and Council can review these details further. Councilman Fogle withdrew his motion.

VOTE – Title VI Policy

Councilman Fogle motioned to table the Title VI policy as presented. The motion carried unanimously.

VOTE – 2021 Paving Program Award

Councilman Fogle motioned to approve the 2021 Paving Program and accept the low bidder as presented. The motion carried unanimously.

PARKS & RECREATION/CAC – COUNCILWOMAN MAURER

Councilwoman Maurer stated a member of each group attended the Open Meetings Law session presented by Town Manager Jackson on June 16.

Parks & Recreation - There is one vacancy. Three applications have been received. One more is expected. Activities will restart in the fall. Information will be posted on the town website and published in River Bend Enews. Meeting for July is cancelled. The next scheduled meeting is Wed. August 4 at 7pm.

CAC – Community Appearance Commission - The CAC did not meet in July. The next meeting is scheduled for Wednesday, September 15th. There are three vacancies. The CAC is charged with advising the Town Council and Manager on community appearance issues to include recommendations for planting trees, shrubs or other plants on town property and other matters that affect the appearance of the town. They also work on other related issues as assigned by the Council or Manager. You are probably familiar with the Christmas decorations we see at the front entrance and around Town Hall. For many years the CAC has been in charge of holiday decorations for the town. If you are interested in joining this board, you can obtain an application from the Town Clerk. There is one pending application.

RBCOG – River Bend Community Organic Garden - A teamwork day was very successful. Many varieties of vegetables and herbs are now being harvested. Several visitors have toured the garden and observed the monarch habitat. One group expressed their appreciation for the garden's mission and its commitment to the New Bern community with a generous donation and another guest who toured the garden also gave a generous donation. Visitors are always welcome at the garden or at the reconvened monthly meetings of garden volunteers which are scheduled for the first Monday of each month at 1:30 pm in the Municipal building.

Red Caboose Library - A board meeting took place on Thursday July 8. The agenda covered routine business. There were some changes in meeting format to comply with the Open Meetings Law. Sarah Jean Bittman-Hartley, owner of Craft Benders in the unit that adjoins the library, held a fundraiser on July 4th for the benefit of the library. She gave away grilled hot dogs and recipients had a chance to tour the library. Many expressed their support with donations. The next board meeting is scheduled for August 12. Details will be published in River Bend ENews and posted on the town website.

Discussion – Parks and Recreation Advisory Board and Community Appearance Commission Advisory Board Appointments

Councilwoman Maurer stated that the Community Appearance Commission has received one application for the advisory board vacancy. She stated that she spoke with the applicant, Lindsey Gadwell, and the applicant is not sure she can accommodate the meeting schedule. Councilman Fogle asked if the applicant withdrew her application. Councilwoman Maurer stated that she did not state she wished to withdraw her application. Councilwoman Maurer stated she would like to table this appointment until she can confirm with the applicant that she wished to be appointed. With no objection from the Council, this item will be tabled until further notice.

Councilwoman Maurer stated that the Parks and Recreation Advisory Board has received three applications for one vacancy. The applicants are Ellen Serra, Scott Atwood (present at meeting) and Lindsey Gadwell. Councilwoman Maurer reviewed each of the applicant's qualifications and skills from the applications.

VOTE – Parks and Recreation Advisory Board Appointment

Councilwoman Maurer motioned to appoint Ellen Serra to the Parks and Recreation Advisory Board for a term beginning July 15, 2021 and expiring June 30, 2022. The motion passed with 3 ayes (Maurer, Van Slyke, Leonard) and 1 nay (Fogle).

Councilwoman Maurer stated that the Town's 40th Anniversary is approaching and the Parks and Recreation Advisory Board would like to incorporate this milestone at the October 2, 2021 town function. Councilman Leonard stated that he would like to include the fireworks display at the town function. The Mayor stated that these celebrations for the town includes a lot of staff time and dedication and he wants the Council to realize all that it includes. The Manager stated that the 40th anniversary of the town could be acknowledged if the Council wished, but the Council would need to take action to include the fireworks display. Councilman Fogle stated that he had heard a lot of negative community feedback regarding the amount of people the fireworks display would draw to the community. Councilman Leonard stated that the 40th anniversary would be a great reason for the celebration and would encourage residents to attend. Councilwoman Maurer asked that this celebration be added to the work session agenda to be discussed further.

FINANCE – COUNCILMAN VAN SLYKE, JR.

Financial Report – Finance Administrator, Margaret Theis told the Council that the total of the General Fund Cash Balances as of June 30, 2021 are \$3,412,316 and Ad valorem tax collections for FY20-21 were \$713,941 and Vehicle Ad valorem tax collections were \$90,625.

Vote – Award of Surplus Automobile Bid – Councilman Van Slyke motioned to accept the bid in the amount of \$31,008 for the surplus vehicle and to purchase a 2021 Ford Police Interceptor with up-fitting as presented. The motion carried unanimously.

Vote – Accept 2020 Craven County Tax Settlement – Councilman Van Slyke motioned to accept the 2020 Craven County Tax Settlement as presented. The motion carried unanimously.

MAYOR'S REPORT

The Town of River Bend is now, and from its origin has been, a bedroom community to New Bern. It thrives when the governing body accepts that fact and it struggles when the governing body believes that a commercial development will allow the town to stand separate from New Bern. River Bend was incorporated and chartered by the N.C. General Assembly in 1981 as a Town governed by the Mayor-Council form of governance. In Oct. 2001 the Council voted to hold a referendum to incorporate as a Council Manager form of governance. This action was supported by a 2 to 1 approval of person's casting votes and the General Assembly granted the change of the Town Charter. The Council in Nov. 2004 agreed that extending the terms of the Council office from two years to staggered four year terms would "stabilize" the conduct of actions of Council. Again the referendum on this proposal was approved by voters on a 2 to 1 margin and the General Assembly again modified the Town Charter to reflect this change in terms of office.

The Town operates the water and wastewater utilities as enterprise funds. This arrangement resulted when the Town purchased the utilities from Carolina Water Service in 1995 funded by the issuance of bonds. These utilities operate under permits issued by the State Agency responsible for regulating all water and wastewater utilities in the state.

The Town is unique in the area of street maintenance. The only street maintained by NCDOT is "Old Pollocksville Road" going south from Shoreline DRIVE. All of the other streets are maintained by the Town. Like all other North Carolina municipalities the Town receives "Powell Bill" funds under the formula that is based on population and the miles of streets maintained. The

maintenance of streets requires that all the Powell Bill funds; in most years nearly \$50,000 of general fund money is added to keep streets in good repair.

The Town collects and pays for disposal of vegetative debris (leaf and limb pick up) from all residential areas of Town. As the plantings around Town age more debris will be generated and the cost of this service will continue to increase.

The Town Council needs to approach the development of the annual budget considering all the variables that will impact the budget being developed for the following fiscal year. Certain specific budget inputs will not be known and best estimates must be made to finalize the budget as required by the State. A "healthy" reserve fund should be retained to meet unexpected emergency expenditures. This need for reserve funds is often questioned by citizens who will advance a recommendation that the tax rate should be reduced and the reserves reduced thus making the rate reduction possible.

The Town has been blessed by having a talented Manager and Staff who remain current on state regulatory requirements and current practices of professional groups that they communicate with. The Town's future will be secure and prosperous if the elected Council will follow sound budget practices and work with the regional cities and towns to achieve positive solutions to issues that impact all municipalities. This practice of cooperation is often at risk when a member, or members, of the area municipalities endeavor to pursue a parochial developmental approach to planning. The Town Council must act with an eye toward the future aiming at their vision of the future. They need to recognize that the foundation of good planning is constantly changing. The result is the need to be well informed of the constantly changing environment in which they must budget. Perhaps the most difficult task for a Council Member is to inform a fellow resident or friend that the favor he/she requests is not a request that can be granted by a single member of Council. It is also possible that the requested favor is contrary to one or more of the Town's ordinances. The Council member office places a demand for time on every member and a lot of reading in preparation in advance of meeting votes. What the Council does in a given year will directly impact what the Town will be in the future.

PUBLIC COMMENT

No public comments at this time

CLOSED SESSION

Councilman Fogle **moved to go into a Closed Session under NCSG §143-318.11(a)(3)(6)**. The motion carried unanimously. The Council entered Closed Session at 8:21 p.m.

OPEN SESSION

Councilman Leonard moved to return to Open Session at 8:53 p.m. The motion carried unanimously.

Vote – Finance Administrator Title Change – Councilman Leonard motioned to change the title of the Finance Administrator to the Finance Director. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Leonard **moved to adjourn**. The meeting adjourned at 8:55 p.m.

Kristie J. Nobles
Town Clerk



TOWN OF RIVER BEND

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

T 252.638.3870
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www.riverbendnc.org

PUBLIC NOTICE

The Town of River Bend Town Council will meet in special session on August 10, 2021 at 3:00 p.m. at Town Hall located at 45 Shoreline Drive. The meeting is open to the public.

The agenda for the meeting is as follows:

AGENDA

1. Call to Order
2. Review of Advisory Boards Ordinance
3. Adjournment



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2021						
	ACTIVITIES	2021 May	2021 June	2021 July	% of Calls	% Change
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED	14	10	8	0.91%	-20.00%
2	ANIMAL COMPLAINTS	12	5	2	0.23%	-60.00%
3	ARRESTS	1	3	5	0.57%	67.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	3	2	1	0.11%	-50.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	0	10	17	1.94%	70.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	39	21	24	2.73%	14.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	117	106	27	3.08%	-75.00%
8	ASSIST OTHER AGENCIES	2	5	1	0.11%	-80.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	1	0	0	0.00%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	4	3	4	0.46%	33.00%
11	DOMESTICS	1	2	0	0.00%	-100.00%
12	FIRES / ALARM	3	1	2	0.23%	100.00%
13	IDENTITY THEFT / FRAUD	0	1	3	0.34%	200.00%
14	INVOLUNTARY COMMITMENTS	5	3	3	0.34%	0.00%
15	JUVENILE COMPLAINTS	1	0	0	0.00%	0.00%
16	LARCENIES	1	3	3	0.34%	0.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	1	0	1	0.11%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	2	0	1	0.11%	0.00%
20	PROPERTY DAMAGE / VANDALISM	1	1	2	0.23%	100.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	974	702	681	77.56%	-3.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	3	0	1	0.11%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	18	28	13	1.48%	-54.00%
26	TOWN ORDINANCE CITATIONS	1	0	0	0.00%	0.00%
27	TOWN ORDINANCE VIOLATIONS	4	1	3	0.34%	200.00%
28	TRAFFIC ACCIDENTS	1	2	0	0.00%	-100.00%
29	TRAFFIC STOPS	22	46	53	6.04%	15.00%
30	TRAFFIC COMPLAINTS-RADAR	6	8	8	0.91%	0.00%
31	DWI	0	1	0	0.00%	-100.00%
32	CHECKPOINTS	0	1	1	0.11%	0.00%
33	DRUG VIOLATIONS	1	2	1	0.11%	-50.00%
34	WELFARE CHECKS	4	6	8	0.91%	33.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	9	3	3	0.34%	0.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	10	9	1	0.11%	-89.00%
37	TRESPASSING	3	2	0	0.00%	-100.00%
38	OVERDOSE	2	0	1	0.11%	0.00%
39	TOTAL	1266	987	878	100.00%	-11.00%

Traffic Violations

- 14 State Citations
- 14 Total State Charges
- State Warnings
- Town Citations
- Town Warnings

Community Watch Checks

- 48 100 Pirates
- 62 100 Plantation
- 44 200 Lakemere
- 54 200 Rockledge

Phone Calls Answered (638-1108)

- 179 Incoming Calls Answered

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



TOWN OF RIVER BEND

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

**T 252.638.3870
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www.riverbendnc.org

July 2021 Monthly Report Brandon Mills, Director of Public Works

Public Works this month sprayed the front entrance pond, and the Town Hall pond with an approved aquatic herbicide. We routinely do this several times a year to control unwanted aquatic weeds. This not only helps with the appearance of the ponds, but also helps with the dissolved oxygen levels in the ponds, which is essential for aquatic life to flourish. The soccer goal nets were replaced in the park. The old ones had become tattered, ripped, and faded with age. We tend to get a couple of years of these nets before they need replacing.

Water Resources replaced one of the air headers to our main sludge digester at our Wastewater Treatment Facility. The old air header had rusted thru, and caused an air leak. The old steel piping was cut out, and our team installed a new galvanized steel pipe along with fittings and valves. The purpose of this air header is to supply oxygen to the microorganisms in the sludge where they can break down any organic matter left in the sludge. Once this process is complete our sludge is hauled off by our contractor and land applied. A couple of water sampling valves were replaced at the Treatment Building Well #1 & 2. These valves had started leaking and were replaced. I would like to thank the staff for a job well done, on both of these projects.

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



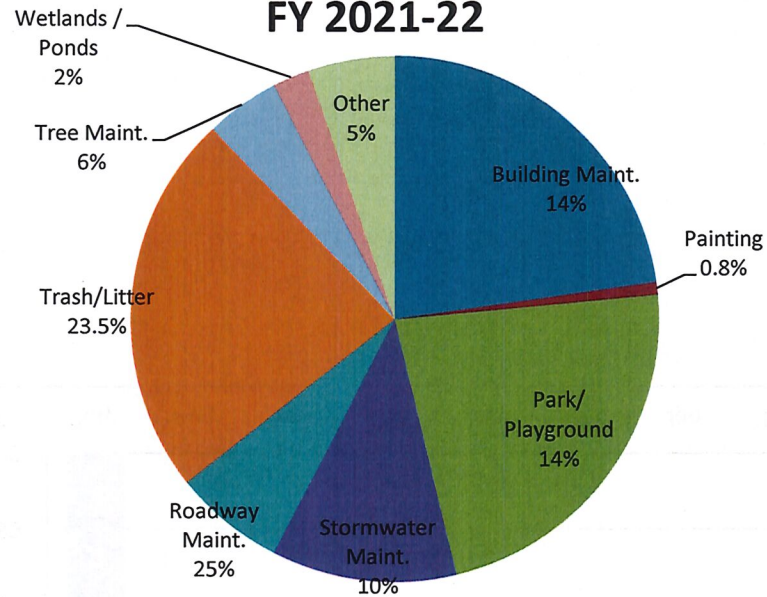
Public Works

[illegible][illegible]

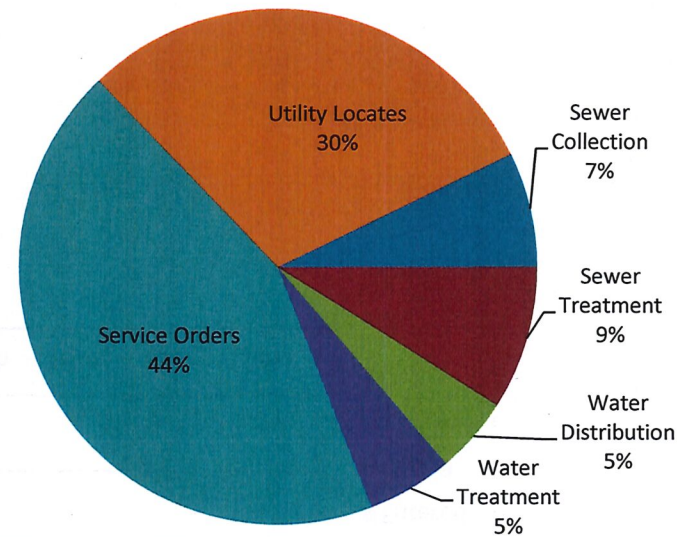
Water Resources

[illegible][illegible][illegible]

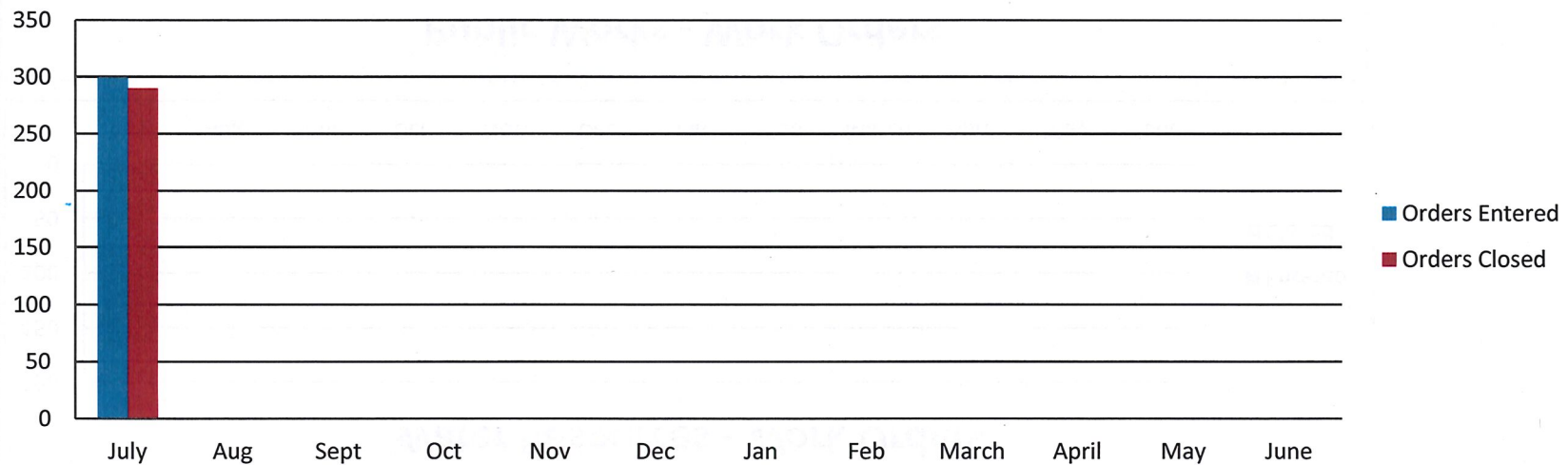
Public Works Work Orders FY 2021-22



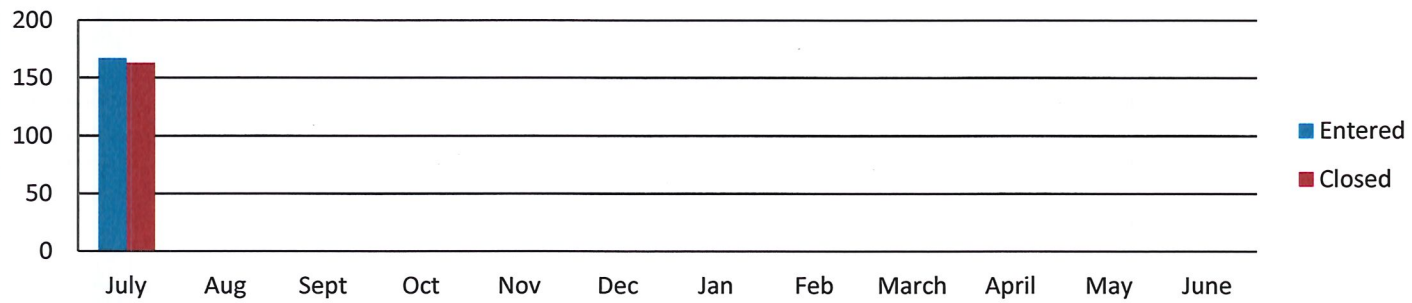
Water Resources Work Orders FY 2021-22



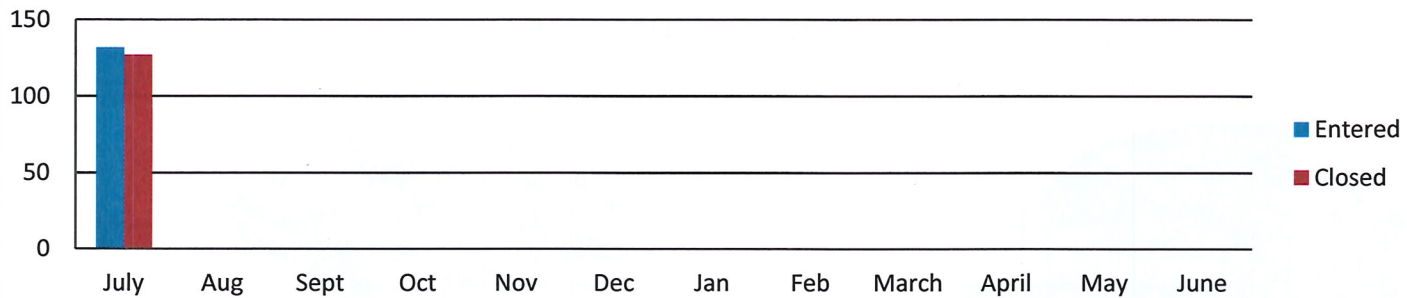
Total Work Orders - FY 2021-22



Water Resources - Work Orders



Public Works - Work Orders



MONTHLY ZONING REPORT

MONTH	July	YEAR	2021
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Activity	Monthly	YTD Total
Permit Applications Received	8	8
Permits Issued	8	8
Fees Collected	751.60	751.60
Violations Noted During Weekly Patrol	13	13
Complaints Received From Citizens	0	0
Notice Of Violations Initiated *see details below	13	13
Remedial Actions Taken By Town	0	0

[illegible]

Town of River Bend



Monthly Financial Report

Printed 8/17/2021

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

Notes

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

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

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

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

Town of River Bend Financial Dashboard



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

[illegible]

Town of River Bend
Financial Report
Fiscal Year 2021 - 2022



General Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Budget
Ad Valorem Taxes	711,163	711,163	3,280												3,280	0.5%
Ad Valorem Taxes - Vehicle	85,800	85,800	6,616												6,616	7.7%
Animal Licenses	2,000	2,000	290												290	14.5%
Local Gov't Sales Tax	322,043	322,043	31,600												31,600	9.8%
Hold Harmless Distribution	86,068	86,068	7,835												7,835	9.1%
Solid Waste Disposal Tax	2,200	2,200	0												-	0.0%
Powell Bill Fund Appropriation	76,800	76,800	0												-	0.0%
Powell Bill Allocation	0	0	0												-	0.0%
Beer & Wine Tax	13,225	13,225	0												-	0.0%
Video Programming Tax	53,600	53,600	0												-	0.0%
Utilities Franchise Tax	111,000	111,000	0												-	0.0%
Telecommunications Tax	9,900	9,900	0												-	0.0%
Court Cost Fees	500	500	18												18	3.6%
Zoning Permits	5,000	5,000	752												752	15.0%
State Grants*	0	0	0												-	0.0%
Cares Act CRF Assistance	0	0	848												848	#DIV/0!
Federal Disaster Assistance	0	0	0												-	0.0%
State Disaster Assistance	0	0	0												-	0.0%
Recovery Grant NCORR-FLDG-004	76,445	76,445	0												-	0.0%
Miscellaneous*	10,000	10,000	670												670	6.7%
Insurance Settlements	0	0	0												-	0.0%
Interest - Recovery Grant NCORR-FL	30	30	1												1	2.8%
Interest - Powell Bill	50	50	0												-	0.0%
Interest - Investments	500	500	8												8	1.6%
Contributions	421	421	0												-	0.0%
Wildwood Storage Rents	18,144	18,144	1,585												1,585	8.7%
Rents & Concessions	18,000	18,000	1,595												1,595	8.9%
Sale of Capital Assets	0	0	31,008												31,008	0.0%
Sales Tax Refund Revenue	0	0	0												-	0.0%
Trans. from Capital Reserve	43,850	43,850	43,850												43,850	100.0%
Trans. from L.E.S.A. Fund	0	0	0												-	0.0%
Appropriated Fund Balance	244,602	244,602	0												-	0.0%
Total	1,891,341	1,891,341	129,955												129,955	6.9%

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

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

Town of River Bend
Financial Report
Fiscal Year 2021 - 2022



General Fund

Expenditures	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Governing Body	32,000	32,000	6,666												6,666	20.8%
Administration	262,000	262,000	36,904												36,904	14.1%
Finance	129,000	129,000	16,584												16,584	12.9%
Tax Listing	11,200	11,200	0												-	0.0%
Legal Services	24,000	24,000	1,947												1,947	8.1%
Elections	3500	3500	0												0	0.0%
Public Buildings	551,500	551,500	7,891												7,891	1.4%
Police	107,000	107,000	50,600												50,600	47.3%
Emergency Management	4,000	4,000	899												899	22.5%
Animal Control	11,000	11,000	646												646	5.9%
Street Maintenance	191,000	191,000	6,806												6,806	3.6%
Public Works*	161,000	161,000	11,657												11,657	7.2%
Leaf & Limb, Solid Waste	44,000	44,000	3,332												3,332	7.6%
Stormwater Management	42,000	42,000	969												969	2.3%
Waterways & Wetlands	3,000	3,000	0												-	0.0%
Planning & Zoning	50,000	50,000	4,934												4,934	9.9%
Recovery Grant NCORR-FLDG-004	76,475	76,475	10,250												10,250	13.4%
Recreation & Special Events	7,500	7,500	0												-	0.0%
Parks	43,000	43,000	2,291												2,291	5.3%
Transfers	120,500	120,500	120,500												120,500	100.0%
Contingency	17,666	17,666	0												0	0.0%
Total	1,891,341	1,891,341	282,875												282,875	15.0%

Capital / Debt (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay	168,403	168,403	0												-	0.0%
Debt Service - Principle	0	0	0												-	0.0%
Debt Service - Interest	0	0	0												-	0.0%

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

Town of River Bend
Financial Report
Fiscal Year 2021 - 2022



Water Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Col
Base Charge	231,472	231,472	39,081												39,081	16.9%
Consumption	224,454	224,454	43,431												43,431	19.3%
Other, incl. transfers	19,864	19,864	6												6	0.0%
Hydrant Fee	20,496	20,496	20,679												20,679	100.9%
Appropriated Fund Bal.	89,214	89,214	0												0	0.0%
Total	585,500	585,500	103,197	0	0	0	0	0	0	0	0	0	0	0	103,197	17.6%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Admin & Finance	469,000	469,000	39,286												39,286	8.4%
Supply & Treatment	65,000	65,000	1,605												1,605	2.5%
Distribution	48,000	48,000	28,781												28,781	60.0%
Transfers / Contingency	3,500	3,500	0												0	0.0%
Total	585,500	585,500	69,672	0	0	0	0	0	0	0	0	0	0	0	69,672	11.9%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay	0	0	0												0	-

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Water Fund	789,095											
Water Capital Reserve Fund (CIF)	244,698											

Water Produced	FY20-21		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Limit														
Total Gallons			8,137,000												8,137,000	
Average daily gallons		925,000*	262,484												262,484	

* This is the permitted daily limit.

Town of River Bend
Financial Report
Fiscal Year 2021 - 2022



Sewer Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Col
Base Charge	294,652	294,652	48,543												48,543	16.5%
Consumption	313,233	313,233	59,209												59,209	18.9%
Other, incl. transfers	11,071	11,071	8												8	0.1%
Appropriated Fund Bal.*	40,544	40,544	0												0	0.0%
Total	659,500	659,500	107,760	0	0	0	0	0	0	0	0	0	0	0	107,760	16.3%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Admin & Finance	463,000	463,000	40,549												40,549	8.8%
Collection*	82,000	82,000	4,755												4,755	5.8%
Treatment	111,000	111,000	5,054												5,054	4.6%
Transfers / Contingency	3,500	3,500	0												0	0.0%
Total	659,500	659,500	50,358	0	0	0	0	0	0	0	0	0	0	0	50,358	7.6%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay	30,000	30,000	0												0	0.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Sewer Fund	1,089,085											
Sewer Capital Reserve Fund (CIF)	11,248											

Wastewater Treated		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Limit														
Total Gallons		3,212,000												3,212,000	
Average daily gallons	330,000*	103,613												103,613	

* This is the permitted daily limit.



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 LEOSSA 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	
Appropriated Fund Balance	130,614	41,400
Total	626,900	

Authorized Expenditures

Administration & Finance [1]	469,000	
Operations and Maintenance (FY21 P.O. Rollover- Meter Reading System engineering cost)	154,400	41,400
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	
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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>	
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Section 8. **Levy of Taxes**

There is hereby levied a tax at the rate of twenty-six cents (\$0.26) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 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**

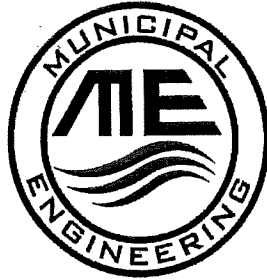
Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Proposed this 12th day of August, 2021.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk



**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} SW
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: TW

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)

EWAB meeting 7 PM August 2nd, 2021, large meeting room in Municipal building.

Chairman Jim Stevens called the meeting to order at 7 PM.

Members present in addition to Chairman Stevens, Patty Leonard, Ray Jaklitsch, Karl Lichty and Paige Ackiss.

There were no visitors.

Councilman Leonard gave a summary of council activities.

Old business:

Canal depth survey; ongoing discussions.

Bulkhead survey, Councilman Leonard to follow up with Town Manager.

New Business:

There was no new business.

The September 6th, 2021, EWAB meeting is canceled due to the Labor Day holiday.

Next meeting will be on October 4th, 2021, at 7 PM in the large meeting room in the Municipal building. The public is welcome to attend.

Chairman Stevens adjourned the meeting at 7:20 PM

Yellow highlighted areas were added since the work session on 8-12-2021
Grey areas were deleted.

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

**Uses that are eligible for room use exemption are exempt from kitchen use fee*

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.

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
8-19-21

Public Safety Report

CW did not meet in July. The next quarterly meeting is scheduled for Wednesday, October 20, 2021, beginning at 7:00 pm in the Municipal Building. New members are always needed.

CERT did not meet in July. The next meeting is scheduled for Wednesday, August 25, 2021, beginning at 7:00 pm in the Municipal Building. New members are always needed.

**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: _____

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

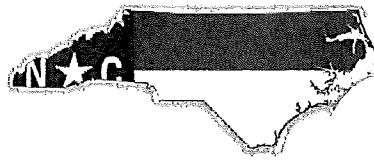
I have been asked by the North Carolina Department of Crime Control and Public Safety Division of Emergency Management to get the Local Governments in Craven County to update the Statewide Emergency Management Mutual Aid Agreement annually.

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:

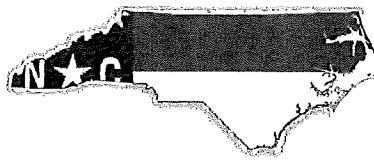
Date:

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:

Council Meeting – 8/19/21

CAC

The CAC did not meet in July. The next meeting is scheduled for Wednesday, September 15th. There are three vacancies. One applicant withdrew when she realized it would conflict with her full-time work schedule. If you are interested in joining this board, you can obtain an application from the Town Clerk.

Parks & Rec

P&R met on August 4th.

The previous vacancy was filled when the Council voted to appoint Ellen Serra. She will be heading an effort to review the use of all our parks resources and to identify equipment and other items that may be recommended for future purchase. Activities will restart in the fall. The first activity is Bunco on September 23. Information will be posted on the town website and published in River Bend ENews. Mark your calendars. River Bend Community Yard Sale Day is scheduled for Saturday, October 23 from 7 am to 3 pm. Information on how to sign up to be placed on the map will be posted later. Saturday, October 30 is the date for the annual Trunk or Treat event. The next scheduled meeting is Wed. September 1 at 7pm.

RBCOG

Gardeners are laboring through the heat to tend and harvest several varieties of vegetables and herbs. The garden pledges ten percent of its harvest to a charitable group. Donations have resumed at Interfaith Refugee Ministries. The butterfly habitat is currently housing swallowtail chrysalises and several butterflies have been released. Several members of the Green Team voluntarily attend regularly scheduled sessions. The bee hive is doing well. Visitors are always welcome at the garden or at the reconvened monthly meetings of garden volunteers which are scheduled for the first Monday of each month at 1:30 pm in the Municipal building.

Red Caboose Library

The board met on August 5. They reviewed a draft of contacts to be used for publicizing library events. Inventory of all books and other materials will begin this month. When complete, an updated list will be posted on the town website. The Library Volunteer Appreciation Luncheon may have to be postponed due to the recent upsurge in COVID.

STORMWATER MANAGEMENT IN RIVER BEND

The management of stormwater in River Bend has been a concern of the Town Council for at least the last 15 years. The town budgets at least \$30,000 for stormwater projects during the annual budget.

The Council has recently made a change in the Stormwater Drainage Ordinance which had previously required the property owner to be responsible for the maintenance of drainage of swales along the street in front of their homes. The ordinance was revised and now states that this is now the town's responsibility.

The drainage along the town streets that existed prior to 2005 was whatever the individual developers had left when homes were sold. Often the drainage pipes under driveways were placed at the grade that existed when the developer's contractor rolled the pipe onto the existing grade and built the driveway on top with no reference to water flow and the adjoining driveway drainage. (The physical principal of water flow is that it will always flow downhill.)

Following Hurricane Florence the town received a grant of \$ 122,000 for improving storm water flow and opted to address problems in the Channel Run area since the problems on this street were the most severe. Phase I of this work was accomplished by contract and completed in the early summer of 2021. The recent heavy rains demonstrated the positive results of these improvements.

Individual homeowners need to refrain from planting any plants other than normal lawn seed in the drainage swales. Any already existing plantings should be removed. If this prohibition is ignored the unauthorized plants will be removed by the town. The Council and the Town Staff request your understanding of the importance of maintaining good drainage on all streets in town and recognizing that the change in the Stormwater Drainage Ordinance will come at an increased cost and increased budget for this item. During the last budget workshops, the Council approved \$75,000 for the purchase of equipment to maintain the drainage system.