



RIVER BEND TOWN COUNCIL AGENDA

Regular Meeting
September 16, 2021
River Bend Town Hall
7:00 p.m.

Pledge: Councilwoman Maurer

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 August 10, 2021 Special Council Meeting
Minutes of the August 12, 2021 Special Work Session
Minutes of the August 19, 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. Parks & Recreation/CAC – Councilwoman Barbara Maurer
 - A. Organic Garden Report
 - B. Library Report
 - C. CAC Report
 - D. Parks and Rec Report

9. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Director
 - B. **VOTE** – Participation in Debt Setoff Program
10. Planning Board – Councilman Buddy Sheffield
 - A. Planning Board Report
11. Public Safety – Councilman Don Fogle
 - A. Community Watch
 - B. CERT
12. MAYOR'S REPORT – Mayor Kirkland
 - A. Presentation of Constitution Week Proclamation
13. 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.

14. ADJOURNMENT

**River Bend Town Council
Special Work Session Minutes
August 12, 2021
Town Hall
7:00 p.m.**

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

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 12, 2021 at the River Bend Town Hall with a quorum present. He stated that this work session meeting is considered a special meeting due to the meeting time change.

The Town Manager stated that there are two items that need to be added to the agenda, item 12 PWAB – Public Works Advisory Board and item 13 Planning Board Appointments.

DISCUSSION – Title VI Policy

The Manager stated that the Title VI Policy has been discussed at previous Council meetings and at the recommendation of the Council; he has revised the policy removing the note in the protected categories sex definition area. The revised policy was presented. Councilman Fogle stated that he would not be present at the next meeting to vote on this policy but he approves it as presented.

DISCUSSION – Building Use Policy

The Manager stated that the Council recommended some changes to the Building Use Policy that was presented previously. He stated that the amended Building Use Policy was included in the agenda package. Councilman Van Slyke asked if the kitchen use fee would apply to the groups that the rental fee had been waived. The Manager stated that the kitchen fee would apply to any group that would request kitchen use. Councilman Van Slyke requested that the fee be waived for all groups that the rental fee is waived. After a brief discussion with the Council, the Manager stated that he would have the proposed Building Use Policy revised to include the request.

DISCUSSION – Retainer Agreement for Legal Services

The Manager stated that the Retainer Agreement presented is for legal services in the event there is ever PFAS contamination in the Town's water supply. This agreement is needed if there is ever an event that would require legal services.

VOTE – Retainer Agreement for Legal Services

Councilman Sheffield motioned to approve the Napoli Shkonik Retainer Agreement for Legal Services and authorize the Mayor to sign on behalf of the Town of River Bend. The motion carried unanimously. (see attached)

DISCUSSION – Asset Inventory and Assessment Grant Applications (2) Agreement

The Manager stated that the Asset Inventory and Assessment Grant Application Agreement is included and each grant is for \$150,000. One for Water and one is for Sewer. This grant allows the town to purchase technology that allows mapping and GPS for the meters and valves. This would help the Public Works department operations especially during storms and in case of an emergency.

DISCUSSION – Statewide Mutual Aid Agreement

The Manager stated that the Statewide Mutual Aid agreement is normally completed every time there is an amendment but the State is now requiring this agreement to be completed annually.

DISCUSSION – ECCOG Board Appointment

The Manager stated that the Town of River Bend has a vacant position on the Eastern Carolina Council of Government board. The Manager stated that he has had one volunteer, Patty Leonard, who is interested in this vacancy. Councilman Van Slyke stated that he would like the representative to share with the Council information from the ECCOG meetings.

VOTE – ECCOG Board Appointment

Councilman Sheffield motioned to appoint Patty Leonard to the Eastern Carolina Council of Government board. The motion carried unanimously.

DISCUSSION – American Rescue Plan Act (ARPA) Project Resolution

The Manager stated that the Town has received the funds from the ARPA and the guidelines for projects.

VOTE – American Rescue Plan Act (ARPA) Project Resolution

Councilwoman Maurer motioned to approve the American Rescue Plan Act project resolution as presented. The motion carried unanimously. (see attached)

DISCUSSION – American Rescue Plan Act (ARPA) Project Ordinance

The Manager presented the American Rescue Plan Act Project Ordinance and stated that this is the standard procedure when completing multiple-year projects.

VOTE – American Rescue Plan Act (ARPA) Project Ordinance

Councilwoman Maurer motioned to approve the American Rescue Plan Act project ordinance as presented. The motion carried unanimously. (see attached)

DISCUSSION – Award Bid for Architectural Services

The Manager presented the evaluation results for the request for qualifications for architectural services for the Public Works project. He stated that he had received 8 responses. The Manager recommended awarding the bid to The Walker Group. He stated that The Walker Group had completed the Municipal Building and he was very impressed with their services. He stated this would invite the awarded group to submit a fee proposal and the Council would have to approve that.

VOTE – Award Bid for Architectural Services

Councilman Leonard motioned to select The Walker Group as architects for the Public Works Project. The motion carried unanimously.

DISCUSSION – Budget Amendment 21-B-01

The Manager presented Budget Amendment 21-B-01, which includes moving funds for the new police car and installing police equipment, two small projects from last year that were not completed and rolling over funds in the water and sewer department for the ASDRA grant. Councilman Leonard asked if this would affect the police department budget, and the Manager stated it would not.

DISCUSSION – CDBG Award of Bid for Home Construction

The Manager stated that the Town has received bids for the demolition and reconstruction of three homes on Old Pollocksville Road. He stated that the homeowners would be displaced during the project. He also stated that the low bidder was Holland Construction and The Adams Company recommended that the bid be awarded to the lowest bidder.

VOTE – CDBG Award of Bid for Home Construction

Councilman Leonard motioned to award the CDBG demolition / reconstruction bids for projects 19-01, 19-04 and 19-05 to Holland Construction. The motion carried unanimously.

DISCUSSION – PWAB – Public Works Advisory Board

The Mayor stated that after a lot of discussion with the Council and the PWAB chairman it has been recommended to dissolve the PWAB. He stated that if there is a need for the PWAB in the future the advisory board could be reactivated. The Manager stated that the Council is currently revising the Advisory Board Ordinances and the PWAB would be removed when the ordinances are finalized.

VOTE – PWAB – Public Works Advisory Board

Councilman Sheffield motioned to dissolve the Public Works Advisory Board. The motion carried unanimously.

DISCUSSION – Planning Board Appointments

The Manager stated that the town has received two applications for the Planning Board, and there are currently two vacancies. Councilman Sheffield stated he felt both applicants would be excellent additions to the Planning Board.

VOTE – Planning Board Appointments

Councilman Sheffield motioned to appoint Kathleen Fleming to the Planning Board for a term beginning August 12, 2021 and expiring June 30, 2023. The motion carried unanimously.

Councilman Sheffield motioned to appoint Linda Cummings to the Planning Board for a term beginning August 12, 2021 and expiring June 30, 2022. The motion carried unanimously.

REVIEW AGENDA FOR THE AUGUST 19, 2021 COUNCIL MEETING

The Council reviewed the Agenda for the August 19, 2021, Council meeting.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The meeting adjourned at 8:05 p.m.

Kristie J. Nobles
Town Clerk



RETAINER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAPOLI SHKOLNIK, PLLC

By: _____

By: _____

Printed Name: _____

Printed Name of Attorney

Title: _____

Address: _____

E-Mail: _____

Phone: _____

Town of River Bend Resolution
Designating American Rescue Plan Act Project

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

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

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

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

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

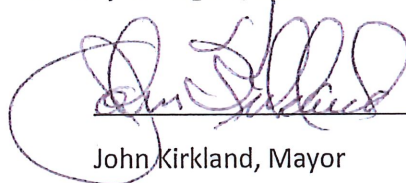
Whereas, the Town Council designates the proposed project as eligible for funding under ARPA;

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

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

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

Adopted this 12th day of August, 2021



John Kirkland, Mayor

ATTEST:



Kristie J. Nobles, Town Clerk





TOWN OF RIVER BEND

Grant Project Ordinance for Coronavirus State and Local Fiscal Recovery Fund American Rescue Plan Act of 2021

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The Town received the first tranche in the amount of \$482,189 of CSLRF funds. The total allocation is \$964,378, with the remainder to be distributed to the town within 12 months. These funds will be used, to the extent authorized by state law, for construction of an administrative building to be used by the Town's water and sewer systems in support of their overall operations.

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

CSLRF Project	\$964,378
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Section 3. The following revenues are anticipated to be available to complete the project:

CSLRF Project	\$964,378
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Section 4. The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

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

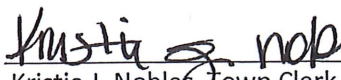
Section 6. Copies of this grant project ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

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

Adopted this 12th day of August, 2021.


John R. Kirkland, Mayor

Attest:


Kristie J. Nobles, Town Clerk



**River Bend Town Council
Special Meeting Minutes
August 10, 2021
River Bend Town Hall
3:00 P.M.**

Present Council Members:	Mayor John Kirkland Don Fogle Brian Leonard Barbara Maurer Irving Van Slyke Buddy Sheffield
Town Manager:	Delane Jackson
Town Clerk:	Kristie Nobles
Advisory Board Representative:	Egon Lippert (Planning/CW) Dee Smith (RBCOG) Mary Holihan (CERT) Janet Nawojski (P&R) Jim Stevens (EWAB) Meg Williams (CAC) Linda Klopf (Library)

CALL TO ORDER

Mayor Kirkland called the meeting to order at 3:00 p.m. on Tuesday, August 10, 2021 in the Town Hall Meeting Room with a quorum present.

The Mayor stated that the purpose of this special meeting was to review the town's Advisory Board's Ordinances and discuss any questions the Council or the Advisory Board representatives may have.

Each of the Council members addressed the Advisory Board's representative with questions and comments.

The Town Manager stated that he would review each of the Advisory Boards' Ordinance with the Advisory Boards' liaison and make recommendations for changes. The liaison would present the recommendations to the Advisory Board for their input and report back to the Town Manager. All agreed that the ordinances needed to be revised.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield **moved to adjourn.** The meeting adjourned at 4:39 p.m.

Kristie J. Nobles
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
August 19, 2021
River Bend Town Hall
7:00 P.M.**

Present Council Members: Mayor John Kirkland
Buddy Sheffield
Brian Leonard
Barbara Maurer
Irving Van Slyke

Absent Council Member: Don Fogle

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Town Attorney: Ross Hardeman
Finance Assistant: Mandy Gilbert
Police Chief: Sean Joll

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 19, 2021 in the Town Hall Meeting Room with a quorum present.

CONSENT AGENDA

The Mayor presented the Council with the Consent Agenda. Councilman Sheffield **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 July 15, 2021 Regular Meeting

TOWN MANAGER'S REPORT

The Manager stated that the Finance Assistant, Mandy Gilbert was present and stated that she has accepted the position of Finance Director due to the retirement of Margaret Theis.

The Manager stated that he met with The Walker Group to discuss the fee proposal for the ARPA project for construction of a new Public Works building. He stated he expects to receive the fee proposal by Friday.

The Manager stated that he has been communicating with the engineers regarding the BRIC Grant Program to construct a road through the Northwest Quadrant. He stated he has received some preliminary cost estimates and is completing the letter of intent to apply to be submitted by October 1, 2021.

ADMINISTRATIVE REPORTS

FINANCE – COUNCILMAN VAN SLYKE, JR.

Financial Report – Town Manager Jackson told the Council that the total of the General Fund Cash Balances as of July 31, 2021 are \$3,743,539 and Ad valorem tax collections for FY21-22 were \$3,280 and Vehicle Ad valorem tax collections were \$6,616.

Vote – Budget Amendment 21-B-01 – Councilman Van Slyke motioned to approve Budget Amendment 21-B-01 as presented. The motion carried unanimously.

Vote – Asset Inventory and Assessment Grant Applications (2) Agreement – Councilman Van Slyke motioned to approve the Asset Inventory and Assessment Grant Applications (2) Agreement as presented. The motion carried unanimously.

ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – COUNCILMAN LEONARD

Councilman Leonard stated that the **EWAB** meeting 7 PM August 2, 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 6, 2021, EWAB meeting is canceled due to the Labor Day holiday. Next meeting will be on October 4, 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

Discussion – Building Use Policy – Councilman Leonard presented the Building Use Policy that has been reviewed and discussed at previous Council meetings.

Vote – Building Use Policy – Councilman Leonard motioned to approve the Building Use Policy as presented. The motion carried unanimously. (see attached)

PUBLIC SAFETY – COUNCILMAN SHEFFIELD FOR COUNCILMAN FOGLE

Councilman Sheffield 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 Sheffield presented the Title VI Policy to prohibit discrimination in programs, services and in activities receiving federal financial assistance for the Town of River Bend. This policy had been discussed and reviewed at previous Council meetings.

VOTE – Title VI Policy

Councilman Sheffield motioned to approve the Title VI policy as presented. The motion carried unanimously. (see attached)

Discussion – Mutual Aid Agreement – Councilman Sheffield presented the Statewide Mutual Aid Agreement.

VOTE – Mutual Aid Agreement

Councilman Sheffield motioned to approve the Statewide Mutual Aid Agreement as presented. The motion carried unanimously. (see attached)

PARKS & RECREATION/CAC – COUNCILWOMAN MAURER

Parks & Recreation - 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.

CAC – Community Appearance Commission - The CAC did not meet in July. The next meeting is scheduled for Wednesday, September 15. 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.

RBCOG – River Bend Community Organic Garden - 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 beehive 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.

PUBLIC WORKS AND WATER RESOURCES – MAYOR KIRKLAND

The Mayor stated that on August 12, 2021 at the last Council meeting, the Council voted to dissolve the Public Works Advisory Board. He stated that if there is a need for the board in the future, the board could be reactivated. He also expressed his gratitude to everyone who has contributed to the board over the years.

MAYOR'S REPORT

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.

The Manager asked the Mayor to read a couple of important sentences in his report for those listening at home through CTV-10. The Mayor read the following from his report, "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."

PUBLIC COMMENT

No public comments at this time

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield **moved to adjourn**. The meeting adjourned at 7:39 p.m.

Kristie J. Nobles
Town Clerk

TOWN OF RIVER BEND BUILDING USE POLICY

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 will be granted by reservation only. 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.

- \$ 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 be eligible for exemption.

**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

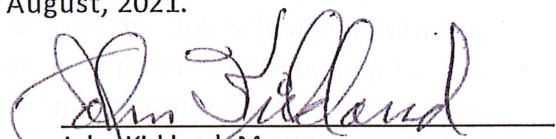
WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

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.

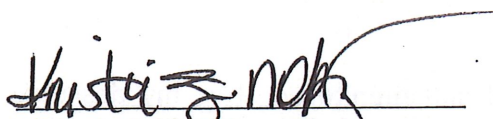
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of River Bend that the attached "Title VI Policy" is hereby adopted as the official policy of the Town of River Bend for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

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.

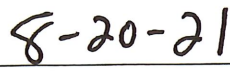
The following practices are hereby prohibited throughout the Town of River Bend to comply, at a minimum, with Title VI and related requirements:

- 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, paraplegic, 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: _____

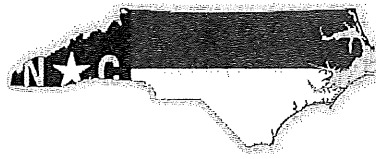
c. Any meetings/function/activity that is not eligible for exemption based on VI (a)(b) and restricts public attendance and/or participation based on membership, ownership, assessment of fees or in any other manner, or is a private function, is not exempt from the rental fees.

(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



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:

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

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

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

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.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
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(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

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
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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

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

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

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
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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

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

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

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

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:


Chief Executive Officer/Local Government

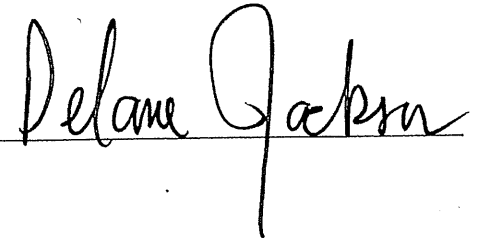
Name: John Kirkland

Title: Mayor

Name of Unit: Town of River Bend

Date: 9-3-2021

WITNESS:

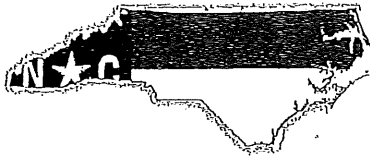


APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety

Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE Town of River Bend

MAILING ADDRESS: 45 Shoreline Drive
River Bend, NC
28562

DATE: 9-3-2021

PRIMARY REPRESENTATIVE

NAME: Delane Jackson

TITLE: Town Manager

DAY PHONE: 252-638-3870 x 213

NIGHT PHONE: 910-872-3882

CELL PHONE: 910-872-3882

FAX: 252-638-2580

FIRST ALTERNATE REPRESENTATIVE

NAME: Brandon Mills

TITLE: Public Works Director

DAY PHONE: 252-638-3870 x 206

NIGHT PHONE: 252-617-2893

CELL PHONE: 252-617-2893

FAX: 252-638-2580

SECOND ALTERNATE REPRESENTATIVE

NAME: Sean Joll

TITLE: Police Chief

DAY PHONE: 252-638-3870 x 209

NIGHT PHONE: 252-838-2195

CELL PHONE: 252-838-2195

FAX: 252-638-2580



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2021						
	ACTIVITIES	2021 June	2021 July	2021 August	% of Total Calls	% Change Last 2 Mos.
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED	10	8	6	0.51%	-25.00%
2	ANIMAL COMPLAINTS	5	2	4	0.34%	100.00%
3	ARRESTS	3	5	0	0.00%	-100.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	2	1	1	0.09%	0.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	10	17	11	0.94%	-35.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	21	24	17	1.46%	-29.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	106	27	26	2.23%	-4.00%
8	ASSIST OTHER AGENCIES	5	1	4	0.34%	300.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	0	0	0	0.00%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	3	4	0	0.00%	-100.00%
11	DOMESTICS	2	0	0	0.00%	0.00%
12	FIRES / ALARM	1	2	3	0.26%	50.00%
13	IDENTITY THEFT / FRAUD	1	3	2	0.17%	-33.00%
14	INVOLUNTARY COMMITMENTS	3	3	3	0.26%	0.00%
15	JUVENILE COMPLAINTS	0	0	1	0.09%	0.00%
16	LARCENIES	3	3	1	0.09%	-67.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	0	1	0	0.00%	-100.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	0	1	0	0.00%	-100.00%
20	PROPERTY DAMAGE / VANDALISM	1	2	1	0.09%	-50.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	702	681	1,022	87.65%	50.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	0	1	1	0.09%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	28	13	14	1.20%	8.00%
26	TOWN ORDINANCE CITATIONS	0	0	0	0.00%	0.00%
27	TOWN ORDINANCE VIOLATIONS	1	3	2	0.17%	-33.00%
28	TRAFFIC ACCIDENTS	2	0	3	0.26%	0.00%
29	TRAFFIC STOPS	46	53	13	1.11%	-75.00%
30	TRAFFIC COMPLAINTS-RADAR	8	8	13	1.11%	63.00%
31	DWI	1	0	0	0.00%	0.00%
32	CHECKPOINTS	1	1	0	0.00%	-100.00%
33	DRUG VIOLATIONS	2	1	0	0.00%	-100.00%
34	WELFARE CHECKS	6	8	6	0.51%	-25.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	3	3	6	0.51%	100.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	9	1	5	0.43%	400.00%
37	TRESPASSING	2	0	0	0.00%	0.00%
38	OVERDOSE	0	1	1	0.09%	0.00%
39	TOTAL	987	878	1166	100.00%	33.00%

Traffic Violations

- 2 State Citations
- 3 Total State Charges
- 1 State Warnings
- Town Citations
- 3 Town Warnings

Community Watch Checks

- 76 100 Pirates
- 88 100 Plantation
- 78 200 Lakemere
- 88 200 Rockledge

Phone Calls Answered (638-1108)

182.00 Incoming Calls



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

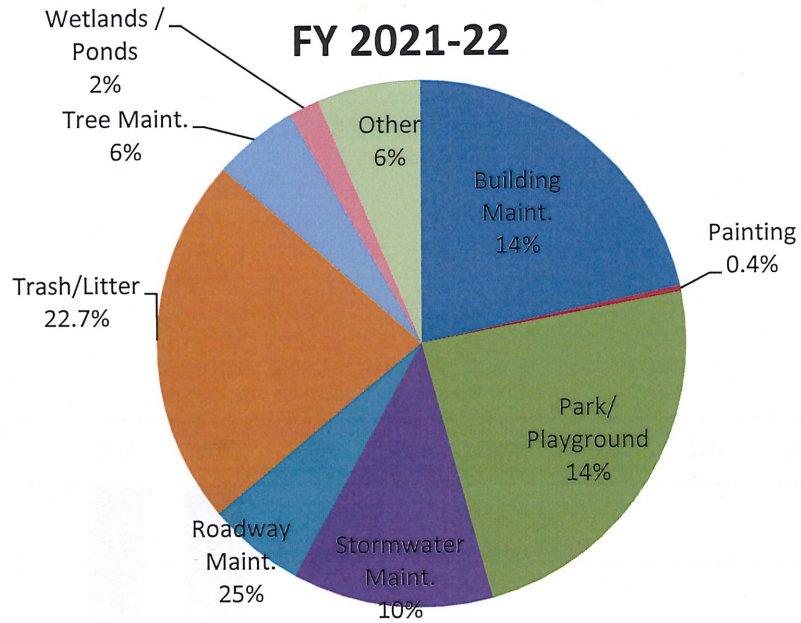
August 2021 Monthly Report Brandon Mills, Director of Public Works

In August, Public Works cleaned out several storm water pipes around town. This work was minor, and only required shovels and a wheelbarrow. We often find minor cleaning out storm water pipes helps with drainage. Two new planter boxes were built and installed near the sunflower garden near the dog park. We still have to fill them up with compost where they will be ready for planting. I cannot wait to see how beautiful these planters will turn out after our Town Manager plants them. He definitely has an eye for beautifying our parks, and town facilities.

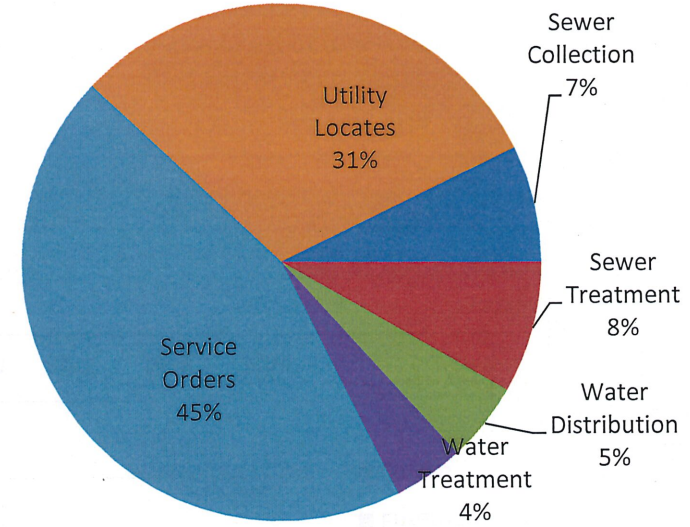
Water Resources repaired two water leaks this month. Both were on a water service line feeding the water meter. Our staff quickly repaired these leaks. We also repaired two sewer service lines. Both of these lines were found by customers calling about a hole in there yard. Upon inspection, we determined that they were indeed service lines. Our team also repaired these. Mike Steffa of the water resource team also repaired one lift station pump. I would like to think Mike for a job well done.

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

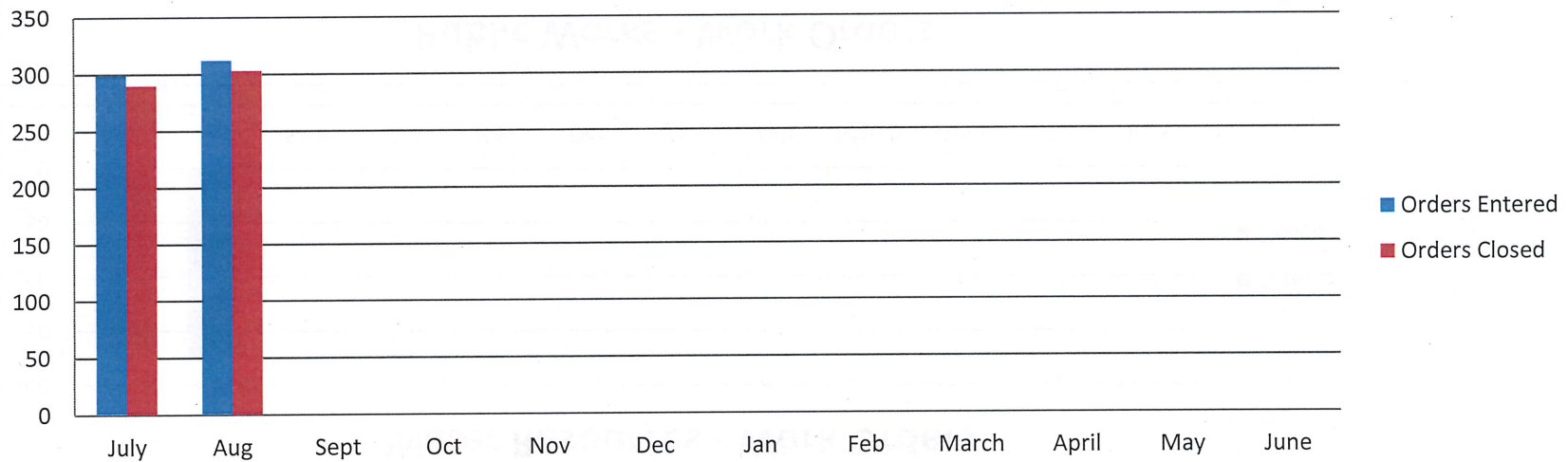
Public Works Work Orders FY 2021-22



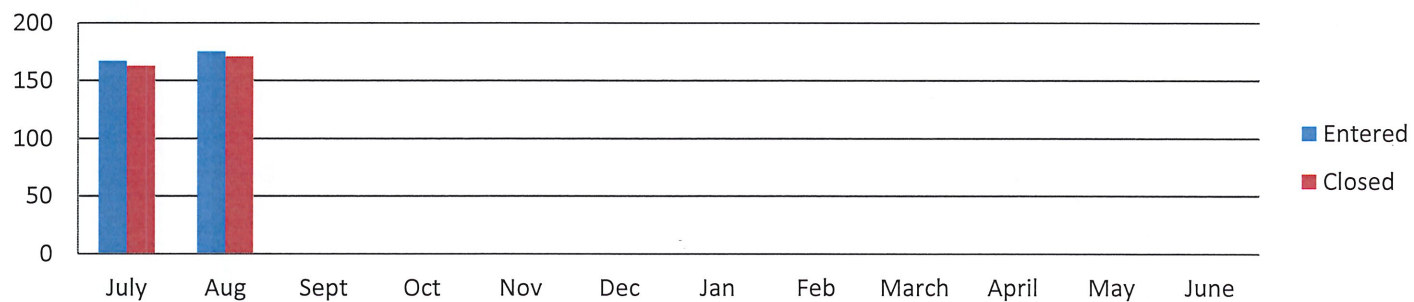
Water Resources Work Orders FY 2021-22



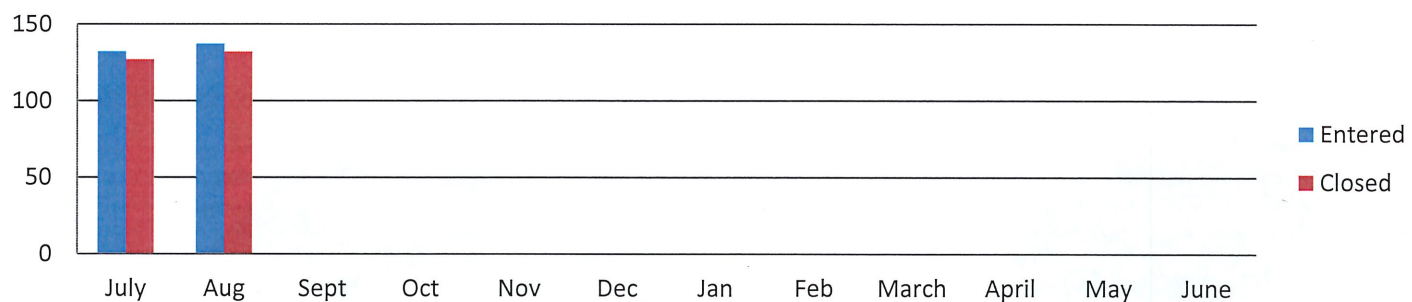
Total Work Orders - FY 2021-22



Water Resources - Work Orders



Public Works - Work Orders



[illegible]

MONTHLY ZONING REPORT

MONTH	August	YEAR	2021
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Activity	Monthly	YTD Total
Permit Applications Received	7	15
Permits Issued	7	15
Fees Collected	607.20	1358.80
Violations Noted During Weekly Patrol	17	30
Complaints Received From Citizens	4	4
Notice Of Violations Initiated	17	30
*see details below		
Remedial Actions Taken By Town	0	0

[illegible]

Council Meeting – 9/16/21

River Bend Community Organic Garden (RBCOG)

The regular meeting was rescheduled to Tuesday, Sept. 7 due to the Labor Day holiday.

Some crops have reached the end of their lifecycle. Peanuts and sweet potatoes should be ready to harvest next month. Fall planting will begin during September.

Teamwork day was very successful. Volunteer work hours totaled 213 for August.

Food donations have resumed to Interfaith Refugee Ministries.

The butterfly habitat and bee hive are both very active

Visitors are always welcome at the garden or at the monthly meetings of garden volunteers on the first Monday of each month at 1:30 pm in the Municipal building.

Red Caboose Library (RCL)

The board met on September 2nd.

Board members continue to update their inventory which is too extensive for the size of their space.

The Library Volunteer Appreciation gathering is scheduled for Tuesday, October 12.

Plans are in process for the book sale on Community Day, October 23.

The next board meeting is scheduled for Thursday, October 7th at 2 pm.

Community Appearance Commission (CAC)

The CAC is scheduled to meet on Wednesday, September 22nd at 4pm.

There are three vacancies. If you are interested in joining this board, you can obtain an application from the Town Clerk.

Parks & Recreation

Parks and Recreation Advisory Board met on Sept. 1st

Bunco is scheduled for September 23. Information is posted on the town website and published in River Bend News and social media.

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 is posted in River Bend News, on RB Facebook and other social media.

Saturday, October 30 is the date for the annual Trunk or Treat event. Flyers about the event will be posted in mid-September.

The next scheduled meeting is Wed. October 6 at 7pm.

Town of River Bend



Monthly Financial Report

Printed 9/14/2021

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
1 Ad Valorem Taxes	711,163	711,163	3,280	548											3,827	0.5%
2 Ad Valorem Taxes - Vehicle	85,800	85,800	6,616	0											6,616	7.7%
3 Animal Licenses	2,000	2,000	290	90											380	19.0%
4 Local Gov't Sales Tax	322,043	322,043	31,600	33,711											65,312	20.3%
5 Hold Harmless Distribution	86,068	86,068	7,835	7,867											15,702	18.2%
6 Solid Waste Disposal Tax	2,200	2,200	0	550											550	25.0%
7 Powell Bill Fund Appropriation	76,800	76,800	0	0											-	0.0%
8 Powell Bill Allocation	0	0	0	0											-	0.0%
9 Beer & Wine Tax	13,225	13,225	0	0											-	0.0%
10 Video Programming Tax	53,600	53,600	0	0											-	0.0%
11 Utilities Franchise Tax	111,000	111,000	0	0											-	0.0%
12 Telecommunications Tax	9,900	9,900	0	0											-	0.0%
13 Court Cost Fees	500	500	18	14											32	6.3%
14 Zoning Permits	5,000	5,000	752	607											1,359	27.2%
15 State Grants*	0	0	0	0											-	0.0%
16 Cares Act CRF Assistance	0	0	948	0											948	#DIV/0!
17 Federal Disaster Assistance	0	0	0	0											-	0.0%
18 State Disaster Assistance	0	0	0	0											-	0.0%
19 Recovery Grant NCORR-FLDG-004	76,445	76,445	0	0											-	0.0%
20 Miscellaneous	10,000	10,000	670	836											1,506	15.1%
21 Insurance Settlements	0	0	0	0											-	0.0%
22 Interest - Recovery Grant NCORR-FLD	30	30	1	1											2	5.6%
23 Interest - Powell Bill	50	50	0	0											-	0.0%
24 Interest - Investments	500	500	8	7											15	3.1%
25 Contributions	421	421	0	0											-	0.0%
26 Wildwood Storage Rents	18,144	18,144	1,585	1,615											3,200	17.6%
27 Rents & Concessions	18,000	18,000	1,595	1,620											3,215	17.9%
28 Sale of Capital Assets*	0	31,008	31,008	0											31,008	100.0%
29 Sales Tax Refund Revenue	0	0	0	0											-	0.0%
30 Trans. from Capital Reserve*	43,850	65,342	43,850	0											43,850	67.1%
31 Trans. from L.E.S.A. Fund	0	0	0	0											-	0.0%
32 Appropriated Fund Balance*	244,602	254,426	0	0											-	0.0%
Total	1,891,341	1,953,665	130,055	47,465											177,520	9.1%

*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
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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
1 Governing Body	32,000	32,000	6,666	2,245											8,911	27.8%
2 Administration	262,000	262,000	37,009	15,015											52,024	19.9%
3 Finance	129,000	129,000	16,584	8,048											24,632	19.1%
4 Tax Listing	11,200	11,200	0	5											5	0.0%
5 Legal Services	24,000	24,000	1,947	1,870											3,816	15.9%
6 Elections	3,500	3,500	0	0											0	0.0%
7 Public Buildings*	107,000	108,700	17,825	15,578											33,403	30.7%
8 Police*	551,500	610,509	50,600	39,198											89,798	14.7%
9 Emergency Management	4,000	4,000	899	15											914	22.8%
10 Animal Control	11,000	11,000	646	220											866	7.9%
11 Street Maintenance	191,000	191,000	6,806	470											7,276	3.8%
12 Public Works	161,000	161,000	11,657	9,468											21,125	13.1%
13 Leaf & Limb, Solid Waste	44,000	44,000	3,332	800											4,132	9.4%
14 Stormwater Management	42,000	42,000	969	282											1,252	3.0%
15 Waterways & Wetlands	3,000	3,000	0	0											-	0.0%
16 Planning & Zoning	50,000	50,000	4,934	4,096											9,030	18.1%
17 Recovery Grant NCORR-FLDG-004	76,475	76,475	10,250	7,309											17,559	23.0%
18 Recreation & Special Events	7,500	7,500	0	0											-	0.0%
19 Parks*	43,000	44,615	2,452	1,128											3,580	8.0%
20 Transfers	120,500	120,500	120,500	0											120,500	100.0%
21 Contingency	17,666	17,666	0	0											0	0.0%
Total	1,891,341	1,953,665	293,075	105,748											398,822	20.4%

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
1 Capital Outlay*	168,403	220,903	9,934	0											9,934	4.5%
2 Debt Service - Principle	0	0	0	0											-	0.0%
3 Debt Service - Interest	0	0	0	0											-	0.0%

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

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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
1	Base Charge	231,472	231,472	39,081	379											39,460	17.0%
2	Consumption	224,454	224,454	43,431	378											43,810	19.5%
3	Other, incl. transfers	19,864	19,864	6	4,856											4,862	24.5%
4	Hydrant Fee	20,496	20,496	20,679	0											20,679	100.9%
5	Appropriated Fund Bal.*	89,214	130,614	0	0											0	0.0%
Total		585,500	626,900	103,197	5,614	0	0	0	0	0	0	0	0	0	0	108,811	17.4%

Expenses		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Exp
1	Admin & Finance	469,000	469,000	39,286	19,271											58,557	12.5%
2	Supply & Treatment	65,000	65,000	2,025	1,029											3,054	4.7%
3	Distribution*	48,000	89,400	28,781	177											28,958	32.4%
4	Transfers / Contingency	3,500	3,500	0	0											0	0.0%
Total		585,500	626,900	70,092	20,477	0	0	0	0	0	0	0	0	0	0	90,569	14.4%

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
1	Capital Outlay	25,000	25,000	0	0											0	0.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Water Fund	788,994	829,337										
2 Water Capital Reserve Fund (CIF)	244,698	244,700										

Water Produced		FY20-21	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Limit														
1	Total Gallons		8,137,000	7,606,000											15,743,000	
2	Average daily gallons		925,000*	262,484	245,355										253,919	

* This is the permitted daily limit.

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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
1	Base Charge	294,652	294,652	48,543	585											49,128	16.7%
2	Consumption	313,234	313,234	59,209	50											59,258	18.9%
3	Other, incl. transfers	11,070	11,070	8	1,321											1,329	12.0%
4	Appropriated Fund Bal.*	40,544	68,144	0	0											0	0.0%
Total		659,500	687,100	107,760	1,956	0	0	0	0	0	0	0	0	0	0	109,716	16.0%

Expenses		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current													Total	% Exp
1	Admin & Finance	463,000	463,000	40,549	20,284											60,833	13.1%
2	Collection*	82,000	109,600	4,755	631											5,386	4.9%
3	Treatment	111,000	111,000	5,742	4,221											9,964	9.0%
4	Transfers / Contingency	3,500	3,500	0	0											0	0.0%
Total		659,500	687,100	51,047	25,136	0	0	0	0	0	0	0	0	0	0	76,183	11.1%

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
1	Capital Outlay	55,000	55,000	0	0											0	0.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Sewer Fund	1,089,186	1,134,578										
2 Sewer Capital Reserve Fund (CIF)	11,248	11,248										

Wastewater Treated

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
1 Total Gallons	3,212,000	4,152,000											7,364,000	
2 Average daily gallons	330,000*	103,613	133,935										118,774	

* This is the permitted daily limit.



NORTH CAROLINA LOCAL GOVERNMENT DEBT SETOFF CLEARINGHOUSE



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Statistics

Participants

Contact Us

2022 Annual Participation Form

- 2022 PARTICIPATION FORM IS NOW AVAILABLE - AS OF AUGUST 19, 2021
- 2022 PARTICIPATION FORM ALSO REQUIRES COMPLETION OF AN ELECTRONIC SIGNATURE FORM - AN EMAIL WILL BE SENT WITHIN DAYS OF COMPLETION OF THE FORM BELOW
- ALLOWS FOR DEBT SUBMISSION FROM DATE OF ELECTRONIC SIGNATURE COMPLETION THROUGH DECEMBER 31, 2022
- ONLY ONE FORM NEEDED FOR A LOCAL GOVERNMENT ENTITY - COVERS ALL DEPARTMENTS
- THE COORDINATOR AND CONTACT CAN BE THE SAME PERSON
- CLICK HERE TO ENTER UP TO 10 NAMES AND EMAIL ADDRESSES - IF ANY CHANGES
- CLICK HERE TO VIEW THE 2022 PARTICIPATION FORM INSTRUCTION GUIDE

1) Date

09/10/2021

2) Local Government Name

Town of River Bend

3) Type of Participant

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

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

4) Coordinator Name

Mandy Gilbert

Main contact for the Clearinghouse

5) Coordinator Phone Number

252-638-3870

6) Coordinator Email address

finance@riverbendnc.org

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

finance@riverbendnc.org

8) Coordinator Mailing Address

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

9) Contact Name

Mandy Gilbert

Contact for debtors. May be the same person as Coordinator

10) Contact Phone Number	252-638-3870
11) Contact Email Address	finance@riverbendnc.org
12) Contact email address (re-enter for verification)	finance@riverbendnc.org
13) Hearing Officer and Title/Position	Mandy Gilbert Finance Director
14) Name and/or Department for Debtors to be referred to when calling the Interactive Voice Response (IVR)	Mandy Gilbert
15) Telephone Number for Debtors to be referred to when calling the Interactive Voice Response (IVR)	252-638-3870
16) Would you like different contacts and phone numbers for different departments/types of debt?	<input checked="" type="radio"/> No - just 1 needed <input type="radio"/> Yes- please contact Coordinator to discuss <input type="radio"/> Already Set-up-No changes needed at this time <input type="radio"/> Already Set-up-Have changes, please contact Coordinator
17) Current Method for Transmitting Debts (if already participating) or Choice (if not yet participating)	<input checked="" type="radio"/> Client Software: Encrypted Data and Encrypted File Transfer (No Cost) <input type="radio"/> Secure Web Access: Encrypted File Transfers: ASCII ONLY (No Cost) <input type="radio"/> Hardcopy Forms by Secure Fax (No cost for 50 debtors or less)
18) Type of Debt(s) currently being submitted (for information only)	<input checked="" type="checkbox"/> Taxes - Property <input type="checkbox"/> Taxes - Vehicle <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> EMS <input type="checkbox"/> Health <input type="checkbox"/> Alarms <input checked="" type="checkbox"/> Animal violations <input checked="" type="checkbox"/> Assessments <input checked="" type="checkbox"/> Civil citations <input checked="" type="checkbox"/> Code enforcement <input checked="" type="checkbox"/> Demolitions <input checked="" type="checkbox"/> Employees <input type="checkbox"/> Environmental <input checked="" type="checkbox"/> Fines (library/other) <input type="checkbox"/> Housing <input type="checkbox"/> Inspections <input type="checkbox"/> Landfill <input type="checkbox"/> Loans <input checked="" type="checkbox"/> Maintenance (lawn,trees) <input checked="" type="checkbox"/> Nuisance <input checked="" type="checkbox"/> Ordinance violations <input checked="" type="checkbox"/> Parking tickets <input type="checkbox"/> Privilege license (debts prior to 6/30/2015) <input type="checkbox"/> Recreation <input checked="" type="checkbox"/> Returned checks <input type="checkbox"/> Sewer tap <input type="checkbox"/> Solid Waste <input checked="" type="checkbox"/> Storage rental <input type="checkbox"/> Storm water <input checked="" type="checkbox"/> Traffic citations <input type="checkbox"/> None (a new participant)
19) Other types of debts not listed above	
20) Name of Person completing this form	Mandy Gilbert
21) Title of Person completing this form	Finance Assistant

22) Email Address of person completing this form

waterresources@riverbendnc.org

Instructions for Completion and Submission:

- a) Complete items 1 - 22 above
- b) Click "Print this Form" (OPTIONAL)
- c) Click "Submit Form" (REQUIRED) which will submit and clear all entries. Clicking SUBMIT prior to PRINT requires a re-start.
- d) An official 2022 Participation form will be electronically mailed to the email in #22. The form must be electronically signed by a local government official. A signed original NO LONGER needs to be mailed.

[Submit Form](#)

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Planning Board Report – Sept. 2021

The regular meeting of the River Bend Planning Board was held on Sept. 2nd at 6:00pm in the Community building. Mayor Kirkland was present to swear in two new planning board members. He also gave brief remarks about ethics.

Chairman Lippert called the meeting to order. A quorum was present, as was, Mr. Norville, a business owner in the River Bend ETJ.

The usual reports were given and the last meeting's minutes approved.

Mr. Norville was invited to speak to the board regarding his issue with the town's fence ordinance. The board decided to further study Mr. Norville's issue and be prepared to present a possible solution at the October meeting.

The board reviewed changes to title 15 of the town ordinances. The changes were approved and sent to the council for final passage.

The board then reviewed changes to the town ordinances regarding advisory boards. The board made suggestions for minor changes.

The meeting was adjourned. The next regular meeting is set for October 7th at 6:00pm. The meeting is open to anyone interested..

STORMWATER DRAINAGE

Stormwater drainage can be a problem for River Bend and for many other communities both in coastal areas and in valleys with streams that run through them. This article will address the stormwater issues that we sometimes face in River Bend.

Typically, the stormwater flooding that we face results from either rain events that deposit large rain fall amounts in a short period of time or surge water driven on shore from hurricane-type events.

The primary way to discharge excess stormwater is to deliver that water to the Trent River when its level is at a stage that allows our drainage system to flow into it. Often, excess stormwater will follow the impact of a hurricane and be the result of both rain and surge driven by the hurricane wind. This high water level will be different for each storm and may occur without a hurricane if a very large rainfall occurs. The hurricane surge height will result when strong wind comes from the northeast and drives the water from the Pamlico Sound up the Neuse and Trent Rivers. Slow moving hurricanes can produce the highest storm surge.

The drainage pipes along Channel Run, Plantation Drive and Shoreline Drive and other streets, move water from the streets to the Plantation Canal or the Trent River. These pipes will also allow water to flow into the Town's streets from the canal or the river if the water level rises higher than the level of the pipe. We may wish that this was not the case, but it is. Fortunately, during most of the time the water will flow from streets to the receiving river or canal. On those occasions when the flow is in the wrong direction, the water will follow the path of least resistance and settle in the lowest areas and may cause flooding in those areas.

The original developers of the Town planned streets and drainage with little regard to managing drainage. The Town Council has recently made the management of the drainage swales a responsibility of the Town rather than the individual home owner. For a number of years the Town has been making substantial improvements to drainage structures that had impeded the flow of stormwater to a discharge point. Now the emphasis will be on improving the grading of swales to allow water to flow more freely toward the point of discharge.

All homeowners must refrain from planting any trees, shrubs and flower beds in the drainage swales. These plantings slow the flow of stormwater and will collect floating debris which may significantly reduce flow and may in some cases actually dam the flow. When the Town staff encounters plantings in the swales those plants will be removed.

We all have a role in improving and maintaining stormwater management. The Town will continue to work on improvement by a prioritized approach to improve and maintain the total system.

Town of River Bend

CONSTITUTION WEEK PROCLAMATION

WHEREAS, September 17, 2021, marks the two-hundred and thirty-four anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

WHEREAS, to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE I, John R. Kirkland by virtue of the authority vested in me as Mayor of the Town of River Bend in the State of North Carolina, do hereby proclaim the week of September 17 through 23 as CONSTITUTION WEEK in River Bend and urge our citizens to reaffirm the ideals of the framers of the constitution in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of River Bend to be affixed this 16th day of September of the year of our Lord two thousand and twenty-one.

John R Kirkland, Mayor

Kristie J. Nobles, Town Clerk

SEAL