



**RIVER BEND TOWN COUNCIL
PROPOSED AGENDA
Regular Meeting
February 15, 2024
River Bend Town Hall – 45 Shoreline Drive
7:00 p.m.**

Pledge: Leonard

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions / Deletions / Adoption to Agenda
4. Addresses to the Council

Edwin Vargas – 5 Year Plan Budgets Adopted, Idea for Council, Financial spreadsheet

5. Public Hearings – None
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 January 11, 2024 Work Session Meeting
Minutes of the January 18, 2024 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. Environment And Waterways – Councilman Leonard
 - A. EWAB Report
9. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
 - C. **VOTE** – Walking Trail Lighting
10. CAC – Councilwoman Maurer
 - A. CAC Report

11. Finance – Councilman Leonard
 - A. Financial Report - Finance Director
 - B. **VOTE** – FY 23-24 Audit Contract

12. Mayor's Report – Mayor Kirkland

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. **CLOSED SESSION** – NCGS § 143-318.11(a)(3)(5) –To Discuss the Acquisition of Real Property located at 509 Old Pollocksville Road, Owned by Weldon Brown, Jr. and Naqueldon Brown for the Location of a New Water Treatment Facility.

15. Adjournment

ITEM 3



Town of River Bend

RECEIVED

JAN 19 2024

Request Type - Select One

- Request to Address the Town Council at Regular Meeting
- Request to Appear on Town Council Meeting Agenda

Meeting Date 2-15-2024 FEB REG MEETING		Date of Request 1-19-2024
SPEAKER'S INFORMATION		
Name EDWIN VARGAS; edwin.vargas.navy@yahoo.com	Phone Number 252 259 1445	
Address 119 RANDOM WOOD LN, NEWBERN, NC 28562		
Organization (if any)		
Subject 5 YEAR PLAN BUDGETS ADOPTED. IDEA FOR RIVERBEND TOWN COUNCIL, COMMISSIONERS, FINANCE SPREADSHEET CORRECTED 1-19-2024 110 PM (EV)		
TIME LIMITED TO FIVE (5) MINUTES UNLESS OTHERWISE APPROVED		
Requestor's Signature Edwin Vargas	Time Requested	
Approval Dellane Johnson	Date 1-19-2024	Time (Minutes)* 5 min Max

*If more than three (3) people sign up to speak at the meeting, the Council reserves the right to reduce time allowed. Form must be returned to the Clerk by 9:00 am on the Tuesday prior to the meeting. TRB Form # 54 (Rev. 3/22)

ITEM 2-6-24

15 Feb 2024: ev

From: Mr. Edwin Vargas, 119 Randomwood Ln, New Bern NC 28562

**To: Town Manager, River Bend
Town Mayor, River Bend
Councilman's, River Bend**

Subj: SIGN IN 3 MINUTE DISCUSSION 15 Feb 2024

Good evening everyone. My discussion tonight is to ask the Town Council and Mayor to think of five items that are new between now and Jun 2024 that can make things better for River Bend as a whole.

I use five as a good start.

Since the Town was enacted Jan 14 1981 43 years ago River Bend has a rich history. It use to be called River Bend Plantation and has come a long way since then. We as citizens want the town to move forward with slow progressive approach to change and making River Bend be the best town with a population of 3,119 listed by the US Census. This approach using five items is in line for Jun 2024 where the new Budget Ordinance will be adopted and voted on.

Great minds have great ideas. I know from the past River Bend has taken baby steps for change.

Some 5 suggestions from me are;

One where is the published schedule for road resurfacing which are graded for resurfacing. In my travels along River Bend have you taken Plantation Road towards the back end of Shoreline Drive a roller coaster of pot holes?

Two streetlights have they been evaluated for proper lighting along Shoreline and side streets.

Three has there been studies done by Public Works on any pumping stations in low line flood areas for Storm water control.

Four do a cost study between purchase and leasing of any River Bend cars, truck. Does Public Works service the purchased cars, trucks?

Five ensure with budgeting we pay our employees at least a 4 percent raise or COLA. From my discussion with the Town Manager my five year comparison was off by one percent not three but four due to data given to me by the Town Manager.

I challenge the town council to make the five items you can list to improve and make River Bend move forward. Movement without actions is just movement. Don't think that just movement will do anything. It is action taken by the town council that improves the lives of citizens in River Bend for the future.

V/r

**Mr. Edwin Vargas
119 Randomwood Ln
New Bern NC 28562
252-259-1445
edwinvargasnavy@yahoo.com**

**River Bend Town Council
Work Session Minutes
January 11, 2024
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
Lisa Benton
Brian Leonard
Barbara Maurer
Jeff Weaver
Buddy Sheffield

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Town Attorney: Trey Ferguson
Police Chief: Sean Joll

Members of the Public Present: 9

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, January 11, 2024, at the River Bend Town Hall with a quorum present.

Additions to the Agenda

Councilman Sheffield motioned to add item 7A, a brief discussion of the old Public Works Building, to the agenda. The motion carried unanimously.

Councilwoman Maurer motioned to add item 3B, contract agreement with Rivers and Associates to the agenda. The motion carried unanimously.

VOTE – Approval of Agenda

Councilwoman Maurer motioned to accept the agenda as amended. The motion carried unanimously.

VOTE – Ethics Training Resolution

Councilwoman Benton moved to approve the Ethics Training Resolution as presented. The motion carried unanimously. (see attached)

VOTE – Budget Amendment

Councilwoman Maurer motioned to approve Budget Amendment 23-B-04 as presented. The motion carried unanimously. (see attached)

VOTE – Contract Agreement with Rivers and Associates

Councilwoman Maurer motioned to approve the Water Supply Study Engineering Contract as presented. The motion carried unanimously. (see attached)

Budget Kick-off

Manager Jackson stated that the next council meeting will be the annual budget kick-off meeting and he will give a presentation to the Council.

DISCUSSION – Grant Application Resolution

The Town Manager stated that the resolution included in the agenda package is the standard form from the state of North Carolina that is required. He stated that he is applying for a grant that will allow the Town to upgrade the town's water wells.

DISCUSSION – 1999 Stormwater Drainage Master Plan

Councilman Leonard stated that the Town has a Stormwater Drainage Master Plan that is dated from 1999 and he would like to see the plan updated. He stated he is going to share the plan with EWAB and ask them for recommendations.

Discussion CAC Median Recommendation

Councilwoman Maurer stated that there has been a lot of confusion and rumors on the CAC Median Project recommendation. She stated that she would like to remove #2 from Issue #2 – Roadway Safety in the CAC Median Recommendation. Councilman Weaver stated that the Council agreed that safety was the top priority for this project. He stated that he would like to have #1 removed also regarding walkways. The Council agreed and they will vote at the next meeting.

Discussion – Future Use of Soon-to-be Vacated Public Works Building

Councilman Sheffield stated that the Council had decided to allow the Red Caboose Community Library to use the old Public Works building, but he thinks the Council should designate the building as the Community Building #3. He stated that town staff would manage usage of the building like the Municipal Building. Councilman Leonard stated that the closed session on the agenda was regarding this topic and he suggest they discuss this in closed session.

REVIEW – Agenda for the January 18, 2024, Council Meeting

The Council reviewed the agenda for the January 18, 2024, Council Meeting.

CLOSED SESSION

Councilman Sheffield moved to go into Closed Session under NCGS 143-318.11(a)(3)(5). The motion carried unanimously. The Council entered Closed Session at 7:51 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 8:40 p.m. The motion carried unanimously.

Councilman Sheffield stated that he would like to withdraw his previous comments regarding turning the old Public Works Building into a Community Building.

ADJOURNMENT/RECESS

There being no further business, Councilman Leonard moved to adjourn. The motion carried unanimously. The meeting was adjourned at 8:41 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk

TOWN OF RIVER BEND

**RESOLUTION APPROVING A QUALIFIED SOURCE FOR OBTAINING
THE ETHICS TRAINING REQUIRED BY N.C. GEN. STAT. § 160A-87**

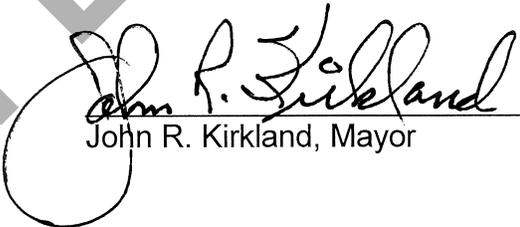
WHEREAS, the North Carolina General Assembly enacted North Carolina General Statute § 160A-87 requiring that all members of this Board receive a minimum of two (2) clock hours of ethics education within twelve (12) months after initial election or appointment and again within 12 months after each subsequent election or appointment to the office;

WHEREAS, said ethics education may be provided by a qualified source other than those expressly described in North Carolina General Statute § 160A-87 at the discretion of this Board pursuant to North Carolina General Statute § 160A-87(c); and

WHEREAS, Sumrell Sugg, P.A. is a qualified source of such ethics education due to the fact that its attorneys have extensive experience and knowledge of the laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level.

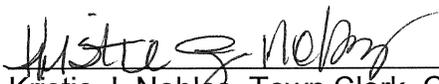
NOW THEREFORE, BE IT HEREBY RESOLVED, that Sumrell Sugg, P.A. is approved as a qualified source of the mandated ethics education described in North Carolina General Statute § 160A-87 for the members of this Board, as necessary.

This Resolution is effective upon its adoption this 11th day of January 2024



John R. Kirkland, Mayor

ATTEST:



Kristie J. Nobles, Town Clerk, CMC



**TOWN OF RIVER BEND
 BUDGET ORDINANCE AMENDMENT 23-B-04
 FISCAL YEAR 2023 - 2024**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2023-2024 Budget Ordinance as last amended on November 9, 2023, be amended as follows:

Summary

General Fund	2,221,337
General Capital Reserve Fund	56,900
Law Enforcement Separation Allowance Fund	12,685
Water Fund	655,804
Water Capital Reserve Fund	10
Sewer Fund	679,504
Sewer Capital Reserve Fund	1
Total	<u>3,626,241</u>

Section 1. General Fund

Anticipated Revenues

AD VALOREM Taxes 2023-2024	935,566
AD VALOREM Tax-Motor Vehicle	90,000
Animal Licenses	1,500
Sales Tax 1% Article 39	195,868
Sales Tax 1/2% Article 40	114,635
Sales Tax 1/2% Article 42	97,901
Sales Tax Article 44	13,090
Sales Tax Hold Harmless Distribution	108,195
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	100,486
Beer and Wine Tax	13,225
Video Programming Sales Tax	49,621
Utilities Franchise Tax	112,169
Telecommunications Sales Tax	6,725
Court Refunds	500
Zoning Permits	7,000
Miscellaneous	16,200
Interest- Powell Bill Investments	50
Interest-General Fund Investments	20,000
Contributions	901
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Fixed Assets	4,600
Transfer From Capital Reserve Fund	43,504
Appropriated Fund Balance	<u>251,257</u>
Total	2,221,337

Section 1. General Fund (continued)

Authorized Expenditures	
Governing Body	47,350
Administration	332,000
Finance	131,306
Tax Listing	13,700
Legal Services	40,090
Elections	0
Police	769,335
Public Buildings	102,000
Emergency Services	2,870
Animal Control	16,225
Street Maintenance	271,050
Public Works	186,050
Leaf & Limb and Solid Waste	52,384
Stormwater Management	44,840
Wetlands and Waterways	2,900
Planning & Zoning	55,000
Recreation & Special Events	11,100
Parks & Community Appearance	55,130
Contingency	20,807
Transfer To General Capital Reserve Fund	55,000
Transfer To L.E.S.A. Fund	12,200
Total	<u>2,221,337</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues	
Contributions from General Fund	55,000
Interest Revenue	1,900
Total	<u>56,900</u>
Authorized Expenditures	
Transfer to General Fund	43,504
Future Procurement	13,396
	<u>56,900</u>

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:	
Contributions from General Fund	12,200
Interest Revenue	485
Total	<u>12,685</u>
Authorized Expenditures:	
Separation Allowance	0
Future LEOSSA Payments	12,685
Total	<u>12,685</u>

Section 4. Water Fund

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	210,591
Utility Usage Charges, Classes 3 & 4	12,428
Utility Usage Charges, Class 5	15,002
Utility Usage Charges, Class 8	4,644
Utility Customer Base Charges	278,811
Hydrant Availability Fee	19,764
Taps & Connections Fees	1,250
Nonpayment Fees	10,500
Late payment Fees	7,822
Interest Revenue	3,488
Sale of Capital Asset	0
Appropriated Fund Balance	91,504
Total	<u>655,804</u>

Authorized Expenditures

Administration & Finance [1]	491,804
Operations and Maintenance	140,500
Transfer To Fund Balance for Capital Outlay	23,500
Transfer To Water Capital Reserve Fund	0
Total	<u>655,804</u>

[1] Portion of department for bond debt service: 141,157

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	0
Interest Revenue	10
Total	<u>10</u>

Authorized Expenditures

Future Expansion & Debt Service	10
---------------------------------	----

Section 6. Sewer Fund

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	267,170
Utility Usage Charges, Classes 3 & 4	36,679
Utility Usage Charges, Class 5	28,142
Utility Usage Charges, Class 8	16,833
Utility Customer Base Charges	296,108
Taps & Connection Fees	1,250
Late payment Fees	8,384
Interest Revenue	5,836
Sale of Capital Asset	0
Appropriated Fund Balance	19,102
Total	<u>679,504</u>

Authorized Expenditures:

Administration & Finance [2]	483,204
Operations and Maintenance	192,800
Transfer to Fund Balance for Capital Outlay	3,500
Transfer to Sewer Capital Reserve Fund	0
Total	<u>679,504</u>

[2] Portion of department for bond debt service: 121,893

Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contributions From Sewer Operations Fund	0
Interest Revenue	1
Total	<u>1</u>

Authorized Expenditures:

Future Expansion & Debt Service	1
---------------------------------	---

Section 8. Levy of Taxes

There is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2023-2024" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$393,280,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.12%. The estimated collection rate is based on the fiscal year 2021-2022 collection rate of 99.12% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$37,500,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

Section 9. Fees and Charges

There is hereby established, for Fiscal Year 2023-2024, various fees and charges as contained in Attachment A of this document.

Section 10. Special Authorization of the Budget Officer

- A. The Budget Officer shall be authorized to reallocate any appropriations within departments.
- B. The Budget Officer shall be authorized to execute interfund and interdepartmental transfers in emergency situations. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.
- C. The Budget Officer shall be authorized to execute interdepartmental transfers in the same fund, including contingency appropriations, not to exceed \$5,000. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.

Section 11. Classification and Pay Plan

Cost of Living Adjustment (COLA) for all Town employees shall be 4.4% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.

Section 12. Utilization of the Budget Ordinance

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2023-2024 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

Section 13. Copies of this Budget Ordinance

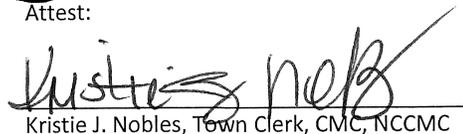
Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 11th day of January, 2024.



John R. Kirkland, Mayor

Attest:



Kristie J. Nobles, Town Clerk, CMC, NCCMC

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **Town of River Bend** (Owner) and **Rivers & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Water Supply Study** (Project). Engineer's services under this Agreement (Services) are generally identified as **evaluation of water supply and treatment alternatives and preparation of a report to provide a secure and cost-effective future water supply for the Town.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **12 months from the Effective Date of the Agreement.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.
- E. Basis of Payment
 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$100,000.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 2. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. ~~An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Engineer's Standard Hourly Rates are attached as Appendix 1.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$N/A.~~
 3. ~~Direct Labor Costs Times a Factor. Owner shall pay Engineer for Services as follows:~~

- a. ~~An amount equal to Engineer's Direct Labor Costs times a factor of [specify numeric factor] for Services provided by Engineer's employees, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$[estimated amount].~~
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,

Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. **Successors and Assigns**
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

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

Attachments: Appendix 1 – Standard Hourly Rates

Attachment 1 – Engineer’s Scope of Work

Attachment 2 – Services to Be Provided By Owner

ITEM 6

This Agreement's Effective Date is August 17, 2023.

Owner:

Town of River Bend
(name of organization)

By: *John R. Kirkland*
(authorized individual's signature)

Date: 1/12/24
(date signed)

Name: John R. Kirkland
(typed or printed)

Title: Mayor
(typed or printed)

Address for giving notices:
45 Shoreline Drive
River Bend, NC 28562

Designated Representative:

Name: Delane Jackson
(typed or printed)

Title: Town Manager
(typed or printed)

Address:
45 Shoreline Drive
River Bend, NC 28562

Phone: (252) 638-3870 x213

Email: manager@riverbendnc.org

Engineer:

Rivers & Associates, Inc.
(name of organization)

By: *Gregory J. Churchill*
(authorized individual's signature)

Date: 8-2-23
(date signed)

Name: Gregory J. Churchill, P.E.
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:
107 East Second Street
P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O.)
Designated Representative:

Name: Gregory J. Churchill, P.E.
(typed or printed)

Title: Sr. Project Manager
(typed or printed)

Address:
107 East Second Street
P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O.)

Phone: 252-752-4135

Email: gchurchill@riversandassociates.com

**This instrument has been
preaudited as required by the
Local Government Budget and
Fiscal Control Act.**
Amanda P. Gilbert
FINANCE OFFICER 1/12/2024

Appendix 1

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01, and are subject to annual review and adjustment **as of June 30th.**

B. *Schedule of Hourly Rates:*

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

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$185.00
Project Manager	\$140.00 to \$180.00
Project Engineer	\$110.00 to \$165.00
Design Engineer	\$85.00 to \$105.00
Landscape Architect	\$95.00 to \$135.00
Planner	\$75.00 to \$95.00
Designer	\$80.00 to \$125.00
CAD Technician	\$65.00 to \$75.00
Project Surveyor	\$90.00 to \$135.00
Party Chief	\$55.00 to \$110.00
Surveyor Technician	\$45.00 to \$65.00
1-Man Robotic	\$100.00 to \$135.00
Resident Project Representative	\$60.00 to \$105.00
Administrative Assistant	\$60.00 to \$70.00
Intern Tech	\$35.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

August 17, 2023

**TOWN OF RIVER BEND
WATER SUPPLY STUDY
ENGINEER'S SCOPE OF WORK
ATTACHMENT 1**

Summary

The Owner desires to have conducted a Water Supply Study to evaluate potential water supply and treatment alternatives in order to provide a secure and cost-effective future water supply for the Town of River Bend.

ENGINEER's Scope of Work shall include the following basic services:

Water Supply Study

1. Compile and review existing water system data and documents provided by Owner.
2. Conduct site visit with hydrogeological subconsultant.
3. Project 20-year future water supply demands.
4. Examine and evaluate future potential for existing wells.
5. Review available data on nearby well systems (City of New Bern, Jones County, USGS publications, and NCDWR Groundwater Management Branch GIS data).
6. Evaluate future potential (yield potential and water quality) for aquifers beneath River Bend.
7. Identify favorable locations for new wells.
8. Identify favorable locations for potential NPDES discharge.
9. Provide preliminary evaluation of waste discharge requirements for water treatment alternatives, including filter-softener and membrane treatment.
10. Identify favorable location(s) for a new Water Treatment Plant (WTP).
11. Prepare preliminary process calculations, narrative and concept schematics for water treatment alternatives.
12. Prepare preliminary calculations, narrative description and concept schematics for waste treatment/discharge requirements.
13. Compile and review data for potential bulk water suppliers (City of New Bern, Craven County, Jones County).
14. Evaluate transmission requirements to deliver bulk finish water to River Bend.
15. Prepare narrative description and concept schematics for bulk transmission alternatives.
16. Research and prepare narrative description for environmental considerations for the various alternatives.
17. Research and prepare narrative description for permitting requirements for the various alternatives.
18. Prepare preliminary cost estimates for viable (1) well field and raw main alternatives, (2) water treatment alternatives, (3) waste discharge alternatives, and (4) bulk water supply and transmission alternatives.
19. Prepare net present value of costs (NPVC) evaluation for viable alternatives.
20. Develop recommendations and narrative.
21. Prepare estimate of potential rate impact for recommended alternative(s).
22. Research and develop narrative relative to potential funding opportunities.
23. Compile draft Water Supply Study report.
24. Review draft Water Supply Study report with owner.
25. Revise, finalize and deliver report to owner.
26. Prepare and deliver presentation to Town Council.

27. Final deliverables include one (1) digital pdf and two (2) bound copies of the final report.

Tasks/services that are not included in ENGINEER's services include, but are not limited to:

1. Any type of field surveying/mapping.
2. Subsurface Utility Exploration (SUE) surveys/mapping.
3. Drawings more detailed than a conceptual/schematic level for existing and/or potential water system improvements.
4. Geotechnical or materials testing.
5. Water quality sampling/testing.
6. Attendance at meetings other than described for basic services.
7. Any other service not specifically identified as basic services.

ITEM 6

August 17, 2023

**TOWN OF RIVER BEND
WATER SUPPLY STUDY
SERVICES TO BE PROVIDED BY THE OWNER
ATTACHMENT 2**

OWNER shall provide the following services:

General

1. Make available for the Engineer's use and reliance any and all information at the Owner's disposal concerning the existing water supply, treatment and distribution systems. Assist the Engineer in obtaining such information as may be required for performance of the Project work.
 - a. System maps and drawings.
 - b. Equipment manuals.
 - c. Operational data.
 - d. Financial data.
 - e. Maintenance records and contracts.
 - f. Annual water quality reports.
 - g. Prior studies, evaluation and inspection reports pertaining to the water system.
 - h. Projected growth demands.
 - i. Water production and purchase records.
 - j. Water billing records.
 - k. Water system departmental budgets/audit.
 - l. Water purchase/sell contracts.
 - m. Capital Improvement Plan
2. Make available for general consultation with the Engineer members of the Owner's staff knowledgeable of the water system.
3. Make available Owner's staff knowledgeable of the water system to accompany the Engineer/Hydrogeological subconsultant during site visit.
4. Provide timely review and feedback of reports and documents provided by the Engineer.
5. Any services desired/required not specifically provided by the Engineer's scope of work for basic services.

**River Bend Town Council
Regular Meeting Minutes
January 18, 2024
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
Lisa Benton
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

Town Manager: Delane Jackson
Police Chief: Sean Joll
Finance Director: Mandy Gilbert
Town Clerk: Kristie Nobles
Town Attorney: David Baxter

Members of the Public Present: 17

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, January 18, 2024, at the River Bend Town Hall with a quorum present.

RECOGNITION OF NEW RESIDENTS-

Edwin Vargas – 119 Randomwood Lane – introduced himself and stated he moved to River Bend after his home was flooded in Hurricane Florence. He also stated he served in the Navy for 24 years.

ADDITIONS / DELETIONS TO THE AGENDA

Councilwoman Benton motioned to amend the agenda by adding CAC Appointment as item 12C. The motion carried unanimously.

VOTE – APPROVAL OF AGENDA

Councilwoman Benton motioned to adopt the agenda as amended. The motion carried unanimously.

ADDRESSES to the COUNCIL

Mr. Edwin Vargas – 119 Randomwood Lane – addressed the Council with suggestions for the Town's budget and how the Town displays and compares multiple years of the budget data.

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 December 7, 2023 Work Session Meeting

Minutes of the December 14, 2023 Regular Council Meeting

Budget Kick-off

Manager Jackson presented a PowerPoint presentation outlining the budget process for the FY24-25 budget. The Council reviewed their Priorities and Vision Statement and the proposed meeting schedule for the FY24-25 budget workshops.

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The last pay request for the new water meters has been submitted.
- The AIA Water and Sewer Systems Engineering Services are about 50% complete.
- The plans and specifications for the permit for the Wastewater Treatment Plant Enhancement project has been submitted.
- Water supply analysis work has been started.
- The engineer has been working on a site analysis on the property recommended to purchase for the new Water Treatment Plant.

ADMINISTRATIVE REPORTS

PLANNING BOARD – COUNCILMAN SHEFFIELD

Councilman Sheffield gave the following report:

The regular meeting of the Planning Board was held on Jan. 4th at 6:00pm in the Community Building. A quorum was present. The meeting was led by Vice Chairman, Bob Kohn, in the absence of Egon Lippert. The first order of business was the swearing-in of the board members by the Town Clerk. The usual reports were given. After a period of public comment, the board took up a preliminary subdivision sketch plan submitted by the owners of the Old Pollocksville Road property which is now being referred to as the Aare Creekside Community. Manager Jackson gave a power point presentation and made it very clear that the plan is very early and that many hoops have to be jumped through by the developers before anything can be submitted for board action. Mr. Keith Spalding-Robbins of Strongrock Engineering was on hand to answer questions from the board, of which there were many. No vote was taken as there is nothing to be approved or disapproved of at this time. The meeting was adjourned at around 7:00pm. The next meeting is scheduled for February 1st. As always, the public is invited to attend.

PUBLIC SAFETY – COUNCILWOMAN BENTON

Councilwoman Benton stated that Community Watch will meet on February 21 and in need of volunteers.

PARKS & RECREATION – COUNCILMAN WEAVER

Councilman Weaver stated that Parks and Recreation met on January 3 and have a Special Meeting scheduled for January 24.

VOTE – Parks & Recreation Appointment

Councilman Weaver motioned to appoint Victoria Stuppy to the Parks and Recreation Advisory Board for a term beginning January 18, 2024, and expiring June 30, 2024. The motion carried unanimously.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report:

Garden volunteers met at a special meeting on January 2nd. The meeting was rescheduled due to the New Year's Day holiday. Nine members attended .The garden had a quiet December. The total number of volunteer hours for 2023 is 1710. This is the tenth year of operation. Total work hours since the first shovel went into the ground on Earth Day 2013 are 30,970. The final harvest

of the year took place of December 29. Garden volunteers harvested and shared 2540 pounds of vegetables and herbs in 2023. Ten percent was donated to Interfaith Refugee Ministries. Volunteers, visitors, neighbors and community members received vegetables, herbs and flowers throughout the year. Volunteers will start plants in seed flats in early February. One volunteer has offered the use of her greenhouse to start the vegetables. Work hours are irregular during the winter so visitors should call ahead if they want to tour the garden. Everyone is welcome to attend and participate in monthly garden volunteer meetings.

CAC – COUNCILWOMAN MAURER

Councilwoman Maurer presented the following report.

The CAC met on January 17th. All board members, one applicant, the Council liaison and two guests attended. A lot of activities are planned, starting with an Arbor Day program. Guest speakers will address the attendees, and a tree will be planted in honor of Arbor Day. There will be a tree giveaway. Local Girl Scouts troops will have a plant-a-seed table. Refreshments will be served. Additional activities will be announced. The crab pot lights and workshops were so successful that workshops will be offered again in 2024. Over 200 globes were hung in 2023. The first year of Festive and Beautification awards was very successful with more participants in each successive event. Board members discussed ways to increase nominations and simplify the nomination process. An Independence Day Project will be crafting a lighted seasonal outdoor decoration. Two workshops will be offered with dates to be announced as soon as they are confirmed. A new applicant, Maryann Taylor, introduced herself. A motion was made and seconded to recommend her appointment. The liaison will forward the recommendation to the Town Council. The CAC is operating within its budget. They plan to request a similar amount for the budget year 2024-25. CAC members volunteered 509.5 hours of service in fiscal 2022-23. So far in the current year, they have worked 226.5 hours. The next meeting is scheduled for March 20, 2024, at 4 pm in the Municipal Building. The meeting is open to everyone. Please attend if you are interested. Guests and volunteers are always welcome. You don't have to be a board member to participate.

DISCUSSION – CAC Median Revision

Councilwoman Maurer stated that she is about to make a motion that should be unnecessary. It is being made because of misinformation that is being circulated. On March 16, 2023, at the request of the CAC, Dr. Tom Glasgow made a presentation to Council concerning his recent site visit to inspect the medians on Plantation Drive and Anchor Way. On April 20, 2023, Brenda Hall, the CAC Chairperson, made a presentation to Council, which included several recommendations from the CAC about the median. One of those recommendations, related to Issue #2 Road Safety, was to recommend that the Council "consider", emphasis on the word "consider" alternative median space utilization. There were two CAC options listed in that recommendation, #1 was to install a walk path down the center of the longest median stretch and #2 was to remove the medians and repave roads with a designated walk path. Those recommendations appeared on slide 19 of the CAC recommendation under #2 Road Safety. A copy of that slide is included in the agenda packet for your review. Since that recommendation was shared with Council, there has been much discussion, both among Council and River Bend residents, about the future of the medians. There seems to also be some confusion about this particular part of the CAC recommendation. Based on what I've heard to date from Council members and the Town Manager, I believe there is no desire among Council to remove/pave any of the median and never has been. There is no money in the budget to do so and never has been. The CAC is an official Advisory Board. They have the authority to make recommendations to Council. They have done so. Their recommendations merit Council consideration. As Council, our role is to consider and then act upon their recommendations. However, just because we discuss them, that does not mean that we completely agree with them. In an effort to end any unnecessary division on this issue, I believe that we can easily resolve this matter by taking official action now.

VOTE – CAC Median Revision

Councilwoman Maurer motioned eliminate from consideration all of the CAC's recommendation related to issue #2, while we continue to discuss and consider the CAC's recommendations on issues #1 & #3. The motion carried unanimously.

VOTE – CAC Appointment

Councilwoman Maurer motioned to appoint Maryann Taylor to the CAC Advisory Board for a term beginning January 18, 2024, and expiring June 30, 2025. The motion carried unanimously.

FINANCE – COUNCILMAN LEONARD

Financial Report – Finance Director, Mandy Gilbert, presented to the Council the financial statement for the month of December. She stated the total of the Town's Cash and Investments as of December 31, 2023, were \$2,978,833 and Ad valorem tax collections for FY23-24 were \$475,160 and Vehicle Ad valorem tax collections were \$7,220.

VOTE – Grant Application Resolution

Councilman Leonard motioned to approve the Grant Application Resolution for water wells as presented. The motion carried unanimously. (see attached)

VOTE – Budget Priorities and Budget Calendar

Councilman Leonard motioned to adopt the FY24-25 Mayor and Council Priorities and the FY24-25 Budget Schedule as presented. The motion carried unanimously.

MAYOR'S REPORT

The Mayor presented the following report.

Budgeting For River Bend And For Every Municipal Government, Small Or Large.

As we turn the calendar page to 2024, the Town Council and Town Manager will begin developing the Town budget for fiscal year 2024-25. There are several points that I would ask the members of Council and also Town Residents to consider as this process moves to adoption of the budget by 1 July.

1. The grants that the Manager achieved by working with members of State Agencies demanded a great deal of his time. It needs to be understood that his commitment of time on the approved major projects is not complete. There is still project design work, project bidding and contractor selection, construction supervision and the reporting to the granting agency on each approved project. All of this effort will consume as much or more of the Managers time than he devoted to achieving the grants.
2. The work in the development of the next Town Budget will compete with the work described in point 1 above. The process involves input from the key staff members and the input and approval of the Council. This is accomplished by several "work sessions" which develop the detailed budget that will be approved by Council. These work sessions are open to the public and citizens are welcome to attend.
3. In all the work involved and recognizing that funding is not unlimited, the Manager is constantly defending spending that will maintain Town infrastructure and needing to limit the drive to fund "nice to have" but nonessential items that vie for funds.

I can assure you the truth of the statements made above and would ask persons working with the Manager and Staff on budget input to consider these issues.

Thanks to all who will read this document.

PUBLIC COMMENT

Anita Van Amerongen – 141 Quarterdeck – stated that she has put her house on the market and expressed gratitude to the Council and town staff.

Bob Brinson – City of New Bern / Ward 6 Alderman– stated that he represents the closest Ward to the Town of River Bend and stated that he serves with Mayor Kirkland on the MPO board. He provided his contact information for anyone who may wish to contact him as he is the closest liaison to the City of New Bern for the Town of River Bend.

CLOSED SESSION

Councilman Sheffield moved to go into Closed Session under NCGS 143-318.11(a)(3)(5). The motion carried unanimously. The Council entered Closed Session at 7:53 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 8:17 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The meeting adjourned at 8:17 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk

ITEM 6

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of River Bend has need for and intends to construct, plan for, or conduct a study in a project described as Water Supply Wells, and

WHEREAS, The Town of River Bend intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND:

That Town of River Bend, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of River Bend to make a scheduled repayment of the loan, to withhold from the Town of River Bend any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Delane Jackson, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th of January 2024 at River Bend, North Carolina.



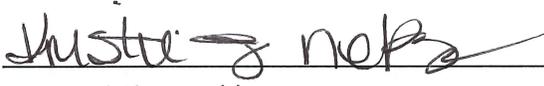
John R. Kirkland



Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of River Bend does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Town Council duly held on the 8th day of January 2024; and, further, that such resolution has been
fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have
hereunto set my hand this 18th day of January 2024.



Kristie J. Nobles



Town Clerk

(SEAL)



[Faint handwritten text]



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2024

	ACTIVITIES	2023	2023	2024	% of Total Calls	% Change Last 2 Mos.
		November	December	January		
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (1)	7	17	8	0.32%	14.00%
2	ANIMAL COMPLAINTS	5	5	13	0.51%	160.00%
3	ARRESTS	4	4	2	0.08%	-50.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	5	3	1	0.04%	-80.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	21	29	29	1.15%	38.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	25	39	28	1.11%	12.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	25	24	36	1.43%	44.00%
8	ASSIST OTHER AGENCIES	1	7	2	0.08%	100.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	1	1	0	0.00%	-100.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	9	6	3	0.12%	-67.00%
11	DOMESTICS	3	0	1	0.04%	-67.00%
12	FIRES / ALARM	3	1	1	0.04%	-67.00%
13	IDENTITY THEFT / FRAUD	0	4	8	0.32%	0.00%
14	INVOLUNTARY COMMITMENTS	2	1	0	0.00%	-100.00%
15	JUVENILE COMPLAINTS	1	0	0	0.00%	-100.00%
16	LARCENIES	0	3	2	0.08%	0.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	0	0	1	0.04%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	1	6	1	0.04%	0.00%
20	PROPERTY DAMAGE / VANDALISM	1	2	1	0.04%	0.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	2419	2,543	2,272	89.94%	-6.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	1	0	0	0.00%	-100.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	19	14	14	0.55%	-26.00%
26	TOWN ORDINANCE CITATIONS	0	0	7	0.28%	0.00%
27	TOWN ORDINANCE VIOLATIONS	4	1	1	0.04%	-75.00%
28	TRAFFIC ACCIDENTS	3	3	2	0.08%	-33.00%
29	TRAFFIC STOPS	65	42	59	2.34%	-9.00%
30	TRAFFIC COMPLAINTS-RADAR	4	5	6	0.24%	50.00%
31	DWI	0	0	0	0.00%	0.00%
32	CHECKPOINTS	1	4	4	0.16%	300.00%
33	DRUG VIOLATIONS	1	1	2	0.08%	100.00%
34	WELFARE CHECKS	5	6	5	0.20%	0.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	3	3	4	0.16%	33.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	7	3	7	0.28%	0.00%
37	TRESPASSING	3	0	4	0.16%	33.00%
38	OVERDOSE	0	0	2	0.08%	0.00%
39	TOTAL	2649	2777	2526	100.00%	-5.00%

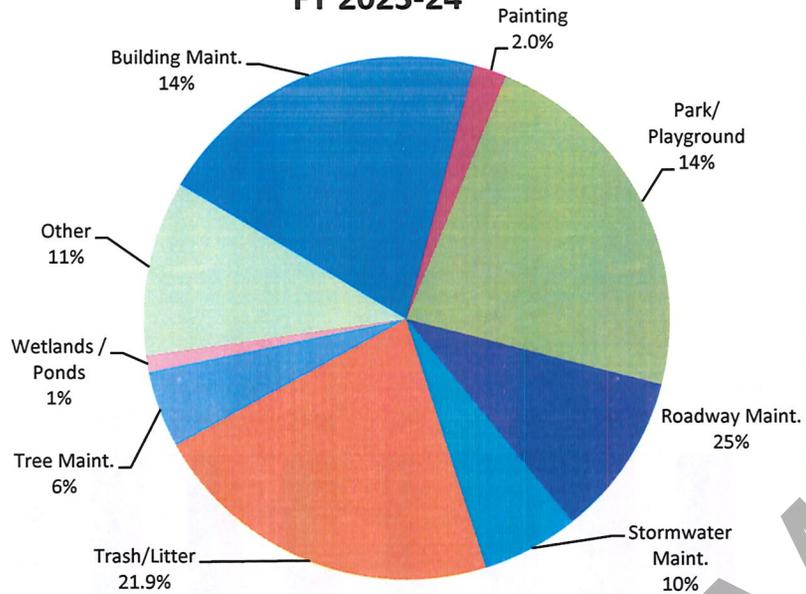
Traffic Violations
 20 State Citations
 22 Total State Charges
 State Warnings
 7 Town Citations
 Town Warnings

Community Watch Checks
 108 100 Pirates
 112 100 Plantation
 109 200 Lakemere
 112 200 Rockledge
 84 Piner Estates

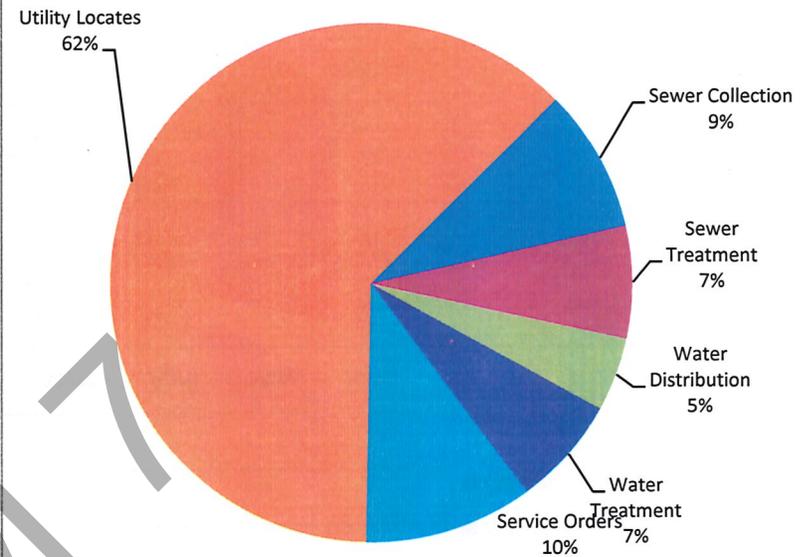
Phone Calls Answered (638-1108)
 254 Incoming Calls

The data being presented in this report is a representation of the original call as it was dispatched.

**Public Works Work Orders
FY 2023-24**



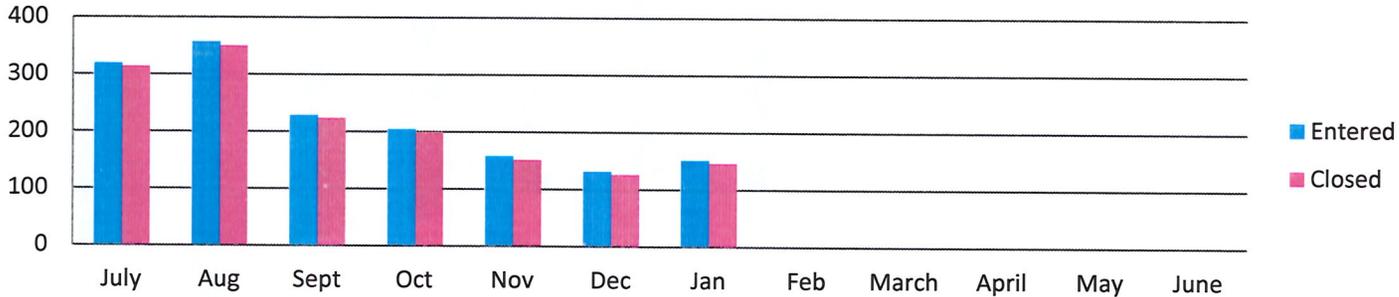
**Water Resources Work Orders
FY 2023-24**



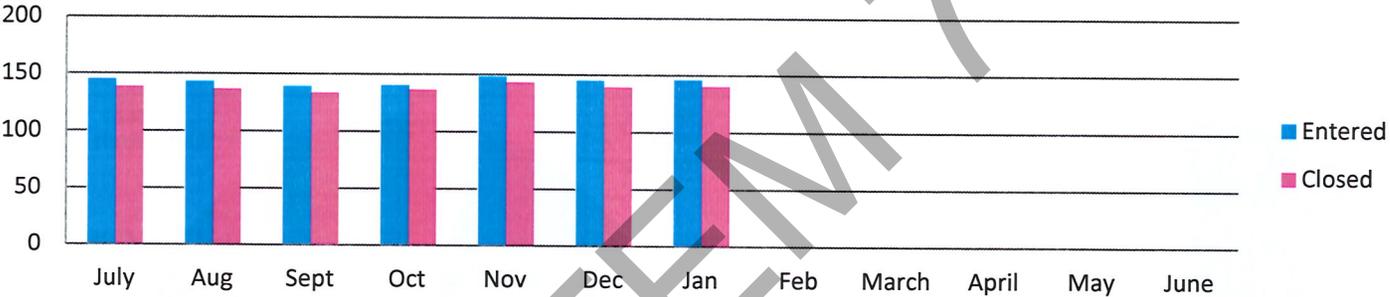
Total Work Orders - FY 2023-24



Water Resources - Work Orders



Public Works - Work Orders





TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870

F 252.638.2580

www.riverbendnc.org

January 2024 Monthly Report Brandon Mills, Director of Public Works

In recent operations, the Public Works department cleaned out one ditch with our backhoe to improve storm water flow. Also, we were able to clear sediment out of the culvert pipe with help from a contractor and a vacuum truck. This proactive measure is aimed at enhancing storm water flow in the area thereby mitigating potential flooding risks. Furthermore, the department undertook the task of trimming low-hanging limbs along roadways, a crucial effort in preventing vehicular collisions and ensuring public safety. These initiatives demonstrate the ongoing commitment to maintaining infrastructure integrity, and safety standards.

Meanwhile, the Water Resources Department has upheld exemplary standards in the operation of water and wastewater utilities. Notably the replacement of several service line valves at the meter underscores the dedication to ensuring uninterrupted service delivery and efficient management of our utilities. We have always taken a proactive approach instead of a reactive one. This is definitely the best policy to have, and we will continue to follow a proactive approach. I would like to thank my team for the job they do day in and day out.

If you have any questions concerning the Water Resources/Public Works Department, please call us at 252-638-3540, Monday-Friday, 8am-4pm. After hour's water and sewer, emergencies can be reported by dialing the Town Hall at 252-638-3870. You will be instructed to dial "9" and follow the directions to contact the on-call duty operator. You will then be asked to enter your phone number at the sound of the tone. After entering your phone number, the automated system will inform you that your page has been sent. Please, be patient and our utility systems operator will return your call. If you do not receive a call back within ten minutes, please notify the Police Department at 252-638-1108, and they will get in contact with the on-call utility systems operator.

Town of River Bend
 FY 2023-2024
 Work Order Report



Public Works

Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Pending
Building Maintenance	32	30	29	27	30	29	30						207	0
Painting	3	5	4	3	2	1	2						20	0
Park/Playground	33	31	33	35	31	33	34						230	1
Roadway Maintenance	18	15	12	14	16	14	13						102	0
Stormwater Maintenance	7	6	9	11	10	9	8						60	0
Trash/Litter	31	32	31	30	32	33	31						220	0
Tree Maintenance	7	5	4	5	7	9	11						48	1
Wetlands / Ponds	1	2	1	1	2	1	2						10	1
Other	13	17	16	14	18	16	15						109	2
TOTAL	145	143	139	140	148	145	146	0	0	0	0	0	1006	5
Orders Closed	139	137	134	137	144	140	141						972	

Water Resources

Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Pending
Sewer Collection	14	15	22	21	23	22	21						138	0
Sewer Treatment	17	19	16	15	14	13	14						108	1
Water Distribution	10	11	10	11	10	9	10						71	1
Water Treatment	12	13	14	15	16	17	19						106	2
Service Orders	24	30	25	20	24	20	19						162	0
Utility Locates	242	269	141	122	70	50	68						962	0
TOTAL	319	357	228	204	157	131	151	0	0	0	0	0	1547	4
Orders Closed	314	350	224	199	152	127	147						1513	

TOTAL	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD
Orders Entered	464	500	367	344	305	276	297	0	0	0	0	0	2553
Orders Closed	453	487	358	336	296	267	288	0	0	0	0	0	2485



MONTHLY ZONING REPORT

MONTH January YEAR 2024

Activity	Monthly	YTD Total
Permit Applications Received	5	42
Permits Issued	5	42
Fees Collected	1445.00	4743.40
Violations Noted During Weekly Patrol	4	27
Complaints Received From Citizens	0	7
Notice Of Violations Initiated *see details below	4	29
Remedial Actions Taken By Town	0	0

Detail Summary		
Address	Violation	Date Cited
111 Stillwater	Trailer	24-Jan
145 Canebrake	Trailer	24-Jan
2A Mulberry	Trailer	24-Jan
204 Esquire	State of disrepair	24-Jan

River Bend Community Organic Garden (RBCOG)

Monthly Report – February 2024

Garden volunteers held their regular meeting on February 5. Eleven gardeners were present.

The garden now has a second beekeeper. Carol Mabe just completed Craven-Pamlico Beekeepers school. The class was taught by the organization's President, Dense Kelly, who is the beekeeper for RBCOG.

Eight volunteers made the first workday of 2024 a success. One new gardener attended. All the rows have been weeded. Both sheds and the greenhouse were cleaned out and reorganized.

The second workday, scheduled to do onion planting, had fifteen volunteers if you count the two kids who came and helped their Mom. There was one new volunteer and a returnee to the RBCOG family. In addition to planting 250 onions and 50 leeks, gardeners refreshed more rows, the bird and butterfly garden received attention and our two beekeepers checked on the hives.

The fence project is almost complete. All the fence posts will be replaced, with new twelve foot poles set in concrete. Four hundred feet of new deer netting will be installed.

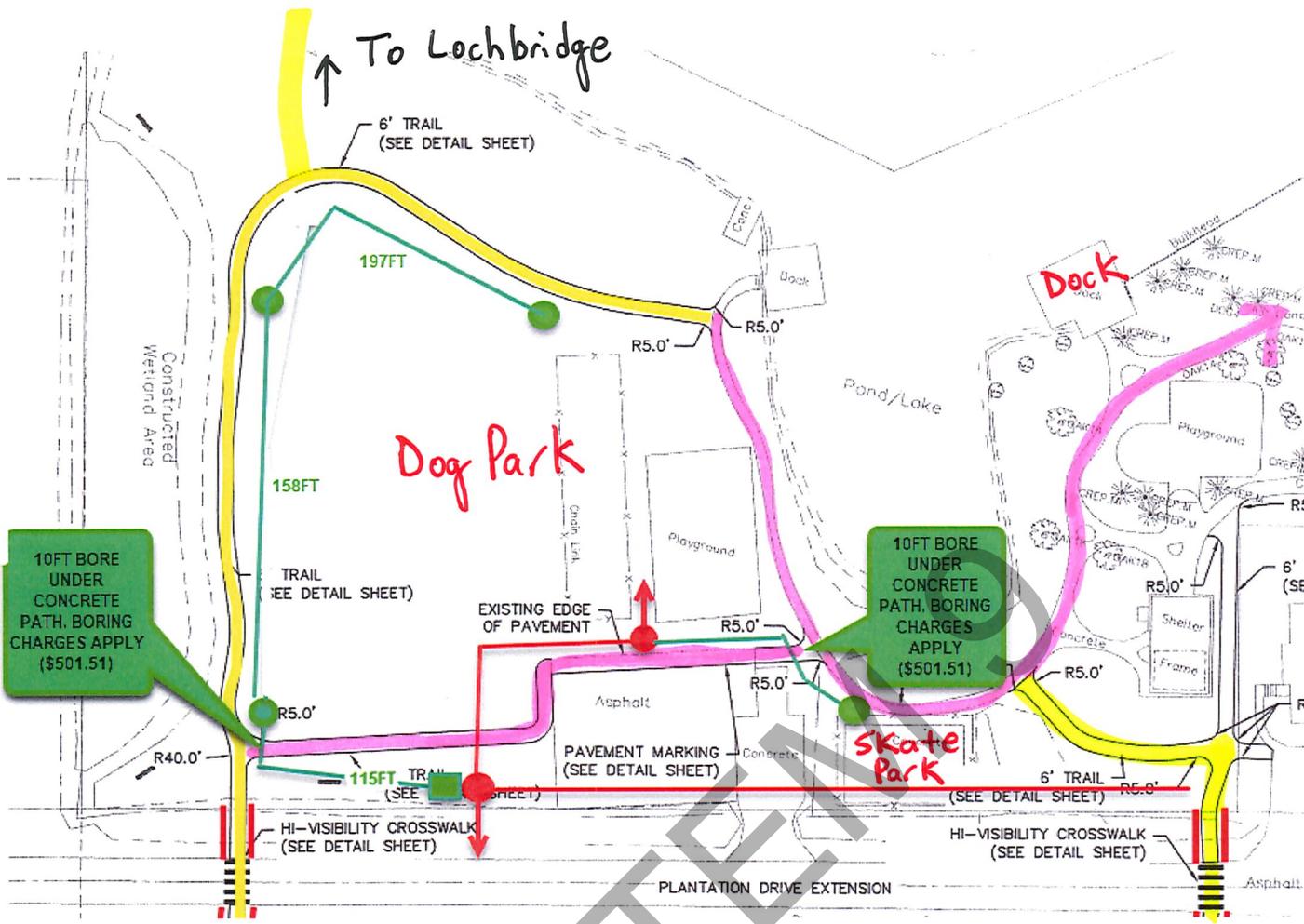
In mid-February eighteen varieties of vegetable seeds will be started along with herbs, and flowers for the monarchs and bees.

A plant sale will be held at the garden on Saturday, April 27th. Plants, shrubs, vegetables, herbs and houseplants will be offered for sale. Garden ornaments and tools will also be available. More information will be posted on social media.

The total number of volunteer hours for January was 87.25.

The annual report for garden year 2023 has been submitted to the Town Council and the Parks & Recreation Advisory Board.

The next meeting is scheduled for March 11 at 1:30 pm in the Municipal building. Work hours are not regular yet so visitors should call ahead if they want to tour the garden. Everyone is welcome to attend and participate in monthly garden volunteer meetings and in the garden.



- EXISTING LIGHT
 - EXISTING UNDERGROUND LIGHTING CIRCUIT
 - PROPOSED LIGHT
 - PROPOSED UNDERGROUND LIGHTING CIRCUIT
 - PROPOSED SECONDARY PEDESTAL
- ****SAME PROPOSED LIGHT AND POLE AS THE UPPER TRAIL

10FT BORE UNDER CONCRETE PATH. BORING CHARGES APPLY (\$501.51)

10FT BORE UNDER CONCRETE PATH. BORING CHARGES APPLY (\$501.51)

— = old walking path
— = new walking path

Town Hall

Attached are the plans that I have in mind for lighting the trail. I spoke with Duke Energy about this a few years ago. This plan is based on his recommendation.

There are 2 options-

1. Duke installs them and owns them
2. We install them and own them

Option 1- In a nutshell, there will be a one-time, upfront cost of \$1,500 to install the lights. Then there will be a \$300 per month fee.

The whole system- wires, poles, lights will belong to Duke.

They will be solely responsible for their maintenance, etc. Just like our street lights.

Option 2- We hire a contractor to install them.

I just got 1 quote to get an idea of costs. This could change, but no higher.

That will cost us \$35,000.

We would own them and be solely responsible for their maintenance, etc.

So, it's either a 1-time \$35,000 fee and us maintain them for life. I estimate the operation cost of this option to be \$300 per year.

OR

It's a 1-time \$1,500 fee and \$300 per month fee and Duke maintains them for life.

Based on these prices, it would take us almost 10 years (9.7) to recoup our costs if we go with Option 2. That's based on \$0 maintenance cost during that 10-year period, which is probably not realistic.

My recommendation would be Option 1. That is much more palatable from a mid-year budget perspective too.

Duke said they had the poles and fixtures in place now. He is holding them a while for me. If we delay and they get taken, it could be 7 months before the stock is replaced.

Delane Jackson

From: Crowder, Earl <Earl.Crowder@duke-energy.com>
Sent: Wednesday, February 07, 2024 9:00 AM
To: Delane Jackson
Subject: RE: [EXTERNAL] RE: Area Lighting Walking Trail 1_18_24
Attachments: open-traditional-led-dep (1).pdf

Delane-

Please see the responses in RED.

I've attached the spec-sheet on the Traditional Open for your reference.

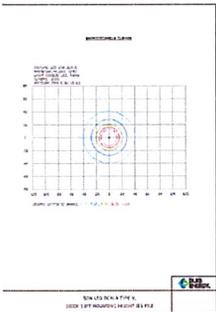
Let me know if you need anything else.

Thanks,
Earl

From: Delane Jackson <manager@riverbendnc.org>
Sent: Wednesday, February 7, 2024 7:34 AM
To: Crowder, Earl <Earl.Crowder@duke-energy.com>
Subject: RE: [EXTERNAL] RE: Area Lighting Walking Trail 1_18_24

A few questions that have come up:

1. Are these 50W bulbs? **YES**
2. If so, does that mean that they don't shine too bright or too far? We don't want the area to look like a car lot at night.



THESE HAVE A 40FT COVERAGE RADIUS, THEY ARE 3000KELVIN COLOR TEMP (NOT BRIGHT WHITE), AND HAVE A MILKY-REFRACTOR THAT REDUCES GLARE SO THESE WOULD NOT BE TOO INTRUSIVE.

3. Are the fixtures dark skies compliant? **NO, THESE ARE NOT DARK SKY COMPLIANT. THE LED ELEMENT IS IN THE CENTER AND RADIATES OUT IN ALL DIRECTIONS, INCLUDING UPWARD. \$9.55 EACH, FIXTURE ONLY.**
4. If not, what dark skies compliant options are available? **YES, WE HAVE 4 POST TOP, DARK SKIES FIXTURES. RESPECTIVELY, THE FIXTURE ONLY CHARGE IS: \$15.14, \$15.40, \$9.12, \$13.39**

SO WE COULD USE THE OPEN TRADITIONAL, BE DARK SKY COMPLIANT, AND THE COST WOULD BE SLIGHTLY LESS THAN THE OCALA THAT WAS PROPOSED.



OPEN MONTICELLO LED
(Meets Dark Sky Criteria)



ENTERPRISE LED
(Meets Dark Sky Criteria)

OPEN TRADITIONAL LED
(Meets Dark Sky Criteria)



ITEM 9

Delane Jackson
Town Manager
Town of River Bend
45 Shoreline Drive
River Bend, NC 28562

252-638-3870 x-213

Community Appearance Commission

Liaison Report to Town Council – 1/18/24

The CAC did not meet in February but the members have been busy.

The **Arbor Day Celebration** will be held on **Saturday, March 23rd** from 10 am – noon. The Mayor will read a proclamation and attendees will participate in the official tree planting around the walking track. There will be a food truck and coffee. This year's celebration hopes to have a large turnout of families. The Girl Scouts will host a seed planting workshop and several planting projects to enhance the appearance near the dog park, the pond and the playground. The CAC will give away saplings that are indigenous to Eastern North Carolina and attractive to pollinators.

Members are finalizing plans for an **Independence Day Celebration workshop** in June. Similar to the crab pot Christmas globes, this event will include making a star-shaped lighted wreath for front doors and mailboxes. They hope to encourage residents to decorate for River Bend's town celebration. The cost will be \$10 per wreath with all supplies included.

CAC will hold their second annual **Independence Day Festive Award Program** that encourages residents to decorate for the holiday and publicly recognizes those exemplifying the festive atmosphere.

The **Beautification Award Program** is starting its second year and will hold three award periods in April, May and June. The purpose of the award program is to be a catalyst for residents to beautify their homes and celebrate the holidays with appealing decorations. The program has drawn an increasing number of nominations each month.

Two Christmas globe workshops will be offered in November. More information will follow.

CAC members volunteered 253.5 hours of service from July 1 to December 31, 2023.

The next meeting is scheduled for March 20, 2024 at 4 pm in the Municipal Building. The meeting is open to everyone. Please attend if you are interested. Guests and volunteers are always welcome. You don't have to be a board member to participate.

Town of River Bend



Monthly Financial Report

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 Mandy Gilbert.

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.



Fund Cash Balances

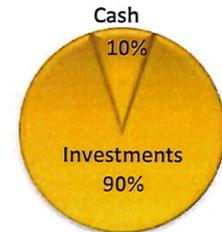
Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund*	1,043,260	986,274	1,059,247	918,085	891,631	1,326,598	1,362,812					
2	Powell Bill	-	-	45,050	-	-	-	-					
3	General Capital Reserve	96,463	96,892	97,310	97,744	98,166	98,605	99,044					
4	ASADRA Capital Projects	-	-	(18,000)	(18,000)	(18,000)	(15,520)	(15,520)					
5	Public Works Capital Projects Fund	1,030,942	1,033,288	674,306	677,315	358,539	216,318	207,339					
6	Law Enforcement Separation Allowance	49,207	49,426	49,639	49,860	50,076	50,299	50,523					
7	Water AIA Grant Project	(9,400)	(9,400)	-	-	(9,750)	-	-					
8	Sewer AIA Grant Project	-	-	-	-	(8,000)	-	-					
9	Water Fund*	482,132	515,904	515,231	542,452	534,534	562,617	570,074					
10	Water Capital Reserve Fund (CIF)	1,258	1,263	1,269	1,275	1,280	1,286	1,292					
11	Sewer Fund*	659,453	683,713	690,235	726,676	717,703	748,869	749,339					
12	Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	60	60					
13	WWTP Capital Projects Fund	(105,837)	(112,877)	(125,477)	-	(8,100)	(10,300)	(2,319)					
Total Cash and Investments		3,247,538	3,244,542	2,988,869	2,995,466	2,608,139	2,978,833	3,022,644	0	0	0	0	0
Truist Cash Accounts		166,408	225,758	320,107	314,630	260,918	444,291	301,430	0	0	0	0	0

*These operating funds have equity in the Truist pooled accounts.

In order to obtain more favorable interest rates, the Town deposits funds in the North Carolina Capital Management Trust. We move funds between our cash accounts and these investment accounts to accommodate cash flow for our payables and as revenues are received in order to maintain an adequate amount of cash for operational needs while attempting to minimize bank fees and maximize interest revenue. Based upon historical cash flow and current encumbrances, our staff anticipates the level of cash needed to meet our obligations without having to make an inordinate number of transfers between accounts.

On the table above, the term cash includes those funds we hold in accounts in our designated banking institution (currently Truist). We have two accounts with Truist, a Money Market account that pays a competitive rate of interest, and an operating (checking) account from and to which we make all regular payments and deposits.

The table below shows the balances of each fund account we have in NCCMT at the end of the month. The chart to the right shows how our funds are apportioned between operating cash and investments.



Investments in NCCMT		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund	938,745	840,096	843,718	751,976	773,257	1,042,546	1,222,569					
2	Powell Bill	-	-	-	-	-	-	-					
3	Capital Reserve (General Fund)	96,463	96,892	97,310	97,744	98,166	98,605	99,044					
4	Public Works Capital Projects Fund	1,030,942	1,033,288	674,705	677,714	362,475	216,318	217,281					
5	Law Enforcement Separation Allowance	49,207	49,426	49,639	49,861	50,076	50,300	50,524					
6	Water Fund	387,027	414,762	416,550	458,471	438,922	469,638	471,730					
7	Water Capital Reserve Fund (CIF)	1,258	1,263	1,269	1,275	1,280	1,286	1,292					
8	Sewer Fund	577,429	582,998	585,512	643,737	622,986	655,790	658,713					
9	Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	60	60					
Total Investments		3,081,130	3,018,784	2,668,762	2,680,836	2,347,221	2,534,542	2,721,213	0	0	0	0	0

Town of River Bend
Financial Report
Fiscal Year 2023 - 2024



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	935,566	935,566	-	28,855	71,341	40,089	54,464	475,160	104,277						774,185.11	82.8%
2 Ad Valorem Taxes - Vehicle	90,000	90,000	-	9,368	11,743	9,761	6,590	7,220	8,838						53,518.68	59.5%
3 Animal Licenses	1,500	1,500	80	60	50	30	30	60	290						600.00	40.0%
4 Local Gov't Sales Tax	421,494	421,494	36,413	36,490	38,496	36,374	37,336	35,109	30,603						250,820.39	59.5%
5 Hold Harmless Distribution	108,195	108,195	8,203	9,920	10,574	9,986	9,991	8,969	10,006						67,649.12	62.5%
6 Solid Waste Disposal Tax	2,200	2,200	-	580	-	-	581	-	-						1,161.28	52.8%
7 Powell Bill Fund Appropriation	-	-	-	-	-	-	-	-	-						-	0.0%
8 Powell Bill Allocation*	91,000	100,486	-	-	45,050	-	-	55,437	-						100,486.92	100.0%
9 Beer & Wine Tax	13,225	13,225	-	-	-	-	-	-	-						-	0.0%
10 Video Programming Tax	49,621	49,621	-	-	12,138	-	-	12,110	-						24,248.11	48.9%
11 Utilities Franchise Tax	112,169	112,169	-	-	23,348	-	-	30,149	-						53,497.48	47.7%
12 Telecommunications Tax	6,725	6,725	-	-	1,811	-	-	1,999	-						3,809.24	56.6%
13 Court Cost Fees	500	500	91	41	97	18	14	23	36						318.50	63.7%
14 Zoning Permits	7,000	7,000	1,655	487	78	358	692	733	1,399						5,401.60	77.2%
15 Federal Grants	-	-	-	-	-	-	-	-	-						-	0.0%
16 State Grants	-	-	-	-	-	-	-	-	-						-	0.0%
17 Federal Disaster Assistance	-	-	-	525	-	-	-	-	-						524.97	#DIV/0!
18 State Disaster Assistance	-	-	-	-	-	-	-	-	-						-	0.0%
19 Miscellaneous*	15,000	16,200	1,386	777	1,798	1,100	430	121	830						6,441.72	39.8%
20 Insurance Settlements	-	-	-	-	-	-	-	-	399						398.85	0.0%
21 Interest - Powell Bill	50	50	-	-	0	0	-	-	0						0.35	0.7%
22 Interest - Investments	20,000	20,000	4,275	3,851	3,623	3,559	3,281	3,654	5,024						27,267.15	136.3%
23 Contributions	901	901	640	-	-	-	0	-	0						640.18	71.1%
24 Wildwood Storage Rents	18,144	18,144	1,630	1,682	1,663	1,663	1,711	1,674	1,694						11,716.75	64.6%
25 Rents & Concessions	18,000	18,000	1,600	1,640	1,640	1,500	1,560	1,540	2,560						12,040.00	66.9%
26 Sale of Capital Assets*	3,000	4,600	-	4,601	-	-	-	-	-						4,601.00	100.0%
27 Sales Tax Refund Revenue	-	-	-	-	-	-	-	-	-						-	0.0%
28 Trans. from Capital Reserve	43,504	43,504	43,504	-	-	-	-	-	-						43,504.00	100.0%
29 Trans. from L.E.S.A. Fund	-	-	-	-	-	-	-	-	-						-	0.0%
30 Appropriated Fund Balance*	198,597	251,257	-	-	-	-	-	-	-						-	0.0%
Total	2,156,391	2,221,337	99,477	98,878	223,449	104,438	116,679	633,958	165,954	0	0	0	0	0	1,442,831.40	65.0%

*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.



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*	65,000													47,350	7,373
2 Administration*	304,500	332,000	40,714	18,438	23,611	26,846	16,827	63,470	18,244						208,150	62.7%
3 Finance*	138,000	131,306	15,480	8,359	7,114	20,158	14,103	11,731	8,543						85,488	65.1%
4 Tax Listing	13,700	13,700	-	596	1,076	690	766	4,210	2,190						9,528	69.5%
5 Legal Services*	24,000	40,090	3,635	5,189	4,403	1,702	2,211	3,539	2,487						23,166	57.8%
6 Elections	-	-	-	-	-	-	-	-	-						-	0.0%
7 Public Buildings*	103,600	102,000	10,776	9,758	7,078	6,696	9,527	4,396	2,654						50,886	49.9%
8 Police*	744,800	769,335	64,100	46,496	41,585	64,881	67,069	54,622	43,151						381,904	49.6%
9 Emergency Management*	5,700	2,870	1,954	16	740	34	16	16	-						2,776	96.7%
10 Animal Control*	17,100	16,225	2,040	991	1,076	1,763	977	1,032	974						8,853	54.6%
11 Street Maintenance*	232,200	271,050	5,100	2,478	2,695	175,604	2,444	2,581	2,435						193,338	71.3%
12 Public Works*	189,000	186,050	18,914	14,402	14,230	16,499	13,730	13,733	13,820						105,328	56.6%
13 Leaf & Limb, Solid Waste	52,384	52,384	6,453	199	8,529	448	167	15,217	19,195						50,209	95.8%
14 Stormwater Management*	47,000	44,840	3,060	1,487	1,603	3,830	2,062	1,549	1,461						15,052	33.6%
15 Waterways & Wetlands	2,900	2,900	-	25	-	-	-	-	-						25	0.9%
16 Planning & Zoning*	57,000	55,000	5,573	3,535	3,544	6,614	3,628	3,714	3,572						30,180	54.9%
17 Recreation & Special Events*	10,500	11,100	1,242	-	-	1,001	329	152	150						2,874	25.9%
18 Parks*	61,000	55,130	4,471	2,712	4,896	6,221	3,632	3,694	2,871						28,498	51.7%
19 Transfers	67,200	67,200	67,200	-	-	-	-	-	-						67,200	100.0%
20 Contingency	20,807	20,807	-	-	-	-	-	-	-						-	0.0%
Total	2,156,391	2,221,337	258,087	114,582	125,689	332,371	139,011	189,069	121,605	0	0	0	0	0	1,280,415	57.6%

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*	220,500													263,912	-
2 Debt Service - Principle	-	-	-	-	-	-	-	-	-						-	0.0%
3 Debt Service - Interest	-	-	-	-	-	-	-	-	-						-	0.0%

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



Water Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Col
	Original	Current															
	1 Base Charge	278,811															
2 Consumption	242,665	242,665	44,101	290	43,647	89	42,074	55	33,836							164,092	67.6%
3 Other, incl. transfers	23,060	23,060	1,806	5,373	3,673	5,441	3,201	5,490	2,183							27,167	117.8%
4 Hydrant Fee	19,764	19,764	19,947	-	-	-	-	-	-							19,947	100.9%
5 Appropriated Fund Bal.*	91,035	91,504	-	-	-	-	-	-	-							-	0.0%
Total	655,335	655,804	112,170	6,057	93,434	5,809	91,605	5,720	82,683	0	0	0	0	0	0	397,477	60.6%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Exp
	Original	Current															
	1 Admin & Finance*	491,335															
2 Supply & Treatment	86,800	86,800	6,039	1,341	8,193	1,276	2,489	2,619	2,379							24,336	28.0%
3 Distribution	53,700	53,700	31,109	5,813	99	418	361	62	1,847							39,709	73.9%
4 Transfers / Contingency	23,500	23,500	-	-	-	-	-	-	-							-	0.0%
Total	655,335	655,804	84,223	30,778	30,227	35,690	37,849	33,801	27,202	0	0	0	0	0	0	279,769	42.7%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Exp
	Original	Current															
	1 Capital Outlay*	23,000															

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Water Fund	482,132	515,904	515,231	542,452	534,534	562,617	570,074	0	0	0	0	0
2 Water Capital Reserve Fund (CIF)	1,258	1,263	1,269	1,275	1,280	1,286	1,292	0	0	0	0	0

Water Produced

	Limit	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
		1 Total Gallons	10,451,000	10,845,000	9,577,000	9,626,000	9,318,000	9,569,000	10,533,000					
2 Average daily gallons	925,000*	337,129	349,839	319,233	310,516	310,600	308,677	339,774	0	0	0	0	0	325,110

* This is the permitted daily limit.



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	296,108													296,108	49,103
2 Consumption	348,824	348,824	60,453	(25)	59,775	74	58,794	102	47,822						226,994	65.1%
3 Other, incl. transfers	15,470	15,470	2,526	3,814	3,764	4,000	3,999	4,369	2,913						25,385	164.1%
4 Appropriated Fund Bal.*	18,633	19,102	-	-	-	-	-	-	-						-	0.0%
Total	679,035	679,504	112,082	4,266	112,388	4,394	111,946	4,687	100,292	0	0	0	0	0	450,055	66.2%

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*	482,735													483,204	50,772
2 Collection	64,500	64,500	5,009	10,131	4,634	3,065	4,796	1,032	2,446						31,113	48.2%
3 Treatment	128,300	128,300	14,751	5,575	7,909	6,108	6,877	4,528	15,031						60,779	47.4%
4 Transfers / Contingency	3,500	3,500	-	-	-	-	-	-	-						0	0.0%
Total	679,035	679,504	70,531	39,865	35,236	44,750	46,741	39,234	41,707	0	0	0	0	0	318,064	46.8%

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*	11,000													11,469	-

Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
		1 Sewer Fund	659,453	683,713	690,235	726,676	717,703	748,869	749,339	0	0	0	0
2 Sewer Capital Reserve Fund (CIF)		59	59	59	59	60	60	60	0	0	0	0	0

Wastewater Treated	Limit	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
		1 Total Gallons		3,237,000	3,112,000	3,860,000	2,857,000	2,874,000	3,422,000	3,421,000				
2 Average daily gallons	330,000*	104,419	100,387	128,667	92,161	95,800	110,387	110,355	0	0	0	0	0	106,025

* This is the permitted daily limit.

The	Governing Board
of	Primary Government Unit Town of River Bend
and	Discretely Presented Component Unit (DPCU) (if applicable) NA

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Thompson, Price, Scott, Adams & Co., P.A
	Auditor Address 4024 Oleander Dr., Suite 103, Wilmington, NC 28403

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

ITEM 17

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Mandy Gilbert

Finance Officer/River Bend

finance@riverbendnc.org

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of River Bend
Audit Fee (financial and compliance if applicable)	\$ 20,000.00
Fee per Major Program (if not included above)	\$ 3000.00 if applicable
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 29,000

Discretely Presented Component Unit	NA
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Thompson, Price, Scott, Adams & Co., P.A	
Authorized Firm Representative (typed or printed)* Gregory S Adams, CPA	Signature*
Date*	Email Address* gadams@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* Town of River Bend	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* John Kirkland, Mayor	Signature*
Date	Email Address* jkirkland@riverbendnc.org

Chair of Audit Committee (typed or printed, or "NA") Brian Leonard	Signature
Date	Email Address bleonard@riverbendnc.org

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 29,000
Primary Governmental Unit Finance Officer* (typed or printed) Mandy Gilbert, Finance Officer	Signature*
Date of Pre-Audit Certificate*	Email Address* finance@riverbendnc.org

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* NA	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

2024 AND BEYOND

The title of this article could be "The Computer in 2024 and Beyond."

There can be little argument made that the computer has changed how all work is conducted and little likelihood that it will disappear. Like many innovative inventions it has both positive and negative aspects of what it can do for us as individuals and organizations.

On the positive side:

- a. It can file many letters and reports and allows the recall and printing of anything that is retained in the computer's memory.
- b. It can maintain individual employee health and service records and allow fast recall whenever the need arises.
- c. It has allowed many organizations to go paperless.

On the negative side:

- a. It has been a distraction to many young students and moved them from school/college study and homework to game playing and posting letters to friends.
- b. There are many homes that still do not have computer capability and businesses and government tend to assume that everyone will be able to respond if they post some proposal online.
- c. Then there is the social media. A person sitting in front of a computer keyboard will post and transmit words and thoughts that if talking to a person face-to-face, they would probably never say in conversation.
- d. When posts are read, too many readers take the stated post as absolutely truth. In fact, it is more like the old parlor game of stating a whispered statement to the person next to you and continuing that process around a seated circle and then the last person speaks the statement of what he/she was told, and it generally turns out to be totally different from the original statement given to the first person in the circle.
- e. This fault is found in individuals relaying instructions by official looking documents and thus misleading the reader.
- f. (my opinion) The internet "social media" is killing our nation.
- g. This internet cancer has impacted every level of government from the Congress to State Legislatures, to local Municipal Government. There seems to be very little polite exchange between governing representatives at all levels and consequently little attempt to make the effort to work out compromise of positions so necessary in making Democracy work.

It is not the computer's fault it is the fault of the us humans at the keyboard.

North Carolina law allows public bodies, such as the River Bend Town Council, to meet in closed session to discuss certain topics. However, prior to going into closed session, the Council must announce the closed session and the topic for which the closed session is being called and that must be done while the Council is in open session. This requirement allows the public to know in general what the closed session is concerning. The closed session must also be adjourned in open session. For the purpose of this guide, open session simply means in view of the public and closed session simply means it private. The topics that may be discussed in closed session are listed below and are numbered 1 through 10. Most of the time, the Council knows in advance that a closed session is needed and the General Statute citation which identifies the purpose of the closed session is included on the agenda. However, that is not always the case. The need for a closed session may arise without enough warning to publish the citation on the agenda. The law does not require advanced notice of a closed session. In any case, planned or not, the Council will state the appropriate citation. The citation will always begin with 143-318.11(a). The numbers that follow in parenthesis will identify the particular closed session topic. For example: The citation 143-318.11(a)(3)(5) will allow the Council to consult with an attorney (#3) and to discuss the acquisition of real property (#5).

§ 143-318.11. Closed sessions.

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents

concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
- (10) To view a recording released pursuant to G.S. 132-1.4A.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. — A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b); 2014-79, s. 9(a); 2016-88, s. 3.)