



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
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www.riverbendnc.org

RIVER BEND TOWN COUNCIL PROPOSED AGENDA

Work Session Meeting
March 12, 2026

River Bend Town Hall – 45 Shoreline Drive
5:00 p.m.

1. **VOTE** – Agenda: Additions / Deletions / Adoption
2. **VOTE** – Surplus Property Resolution for Truck - Jackson
3. **VOTE** – Surplus Property Resolution for Land - Jackson
4. **VOTE** – Accept Flood Mitigation Grant Resolution – Jackson
5. **VOTE** – Revised Budget Workshop Schedule – Jackson
6. Discussion – Update on Special Meeting for Water Treatment Project - Jackson
7. Discussion – Craven County Metropolitan Planning Organization Memorandum of Understanding - Jackson
8. Discussion – Craven-Pamlico Regional Library Funding Request – Leonard
9. Discussion – Comprehensive Plan Update – Sheffield
10. Discussion – Independence Day Celebration Plan - Jackson
11. Review Agenda – Nobles
12. Adjournment

Pledge Next Week: Sheffield

Resolution Declaring Surplus Property and Authorizing Sale of General Fund Vehicle

WHEREAS, the Town of River Bend desires to dispose of certain surplus property of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of River Bend that:

1. The following described property is hereby declared to be surplus to the needs of the Town:

**2014 Ford F150
VIN: 1FTBF2B67EEA55169**

2. The Town Manager is authorized and directed to receive, on behalf of the Town Council, bids for the purchase of the property described above and shall establish a time and date by which all bids must be received. He is also authorized to employ the action method he deems most advantageous to the Town.

3. The Town Clerk shall cause a notice of this sale to be posted on the town's webpage and on the town's bulletin board. The Town shall retain the right to reject any and all bids.

Adopted this 12th day of March, 2026

Mark Bledsoe
Mayor

Attest:

Kristie Nobles, Clerk

Resolution Declaring Surplus Property and Authorizing Sale of Real Property

WHEREAS, the Town of River Bend desires to dispose of certain surplus real property of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of River Bend that:

1. The following described property is hereby declared to be surplus to the needs of the Town:

**.351 acre of land located at 111 Starboard Drive
described by Craven County PIN 8-073-D-162 and recorded
in the Craven County Office of Register of Deeds at page 1276 in Book 3740**

2. The Town Manager is authorized and directed to receive, on behalf of the Town Council, sealed bids for the purchase of the property described above and shall conduct the sealed bid process in accordance with NCGS 160A-268.

3. The Town shall retain the right to reject any and all bids.

Adopted this 12th day of March, 2026

Mark Bledsoe
Mayor

Attest:

Kristie Nobles

Town of River Bend Resolution

Whereas, North Carolina Emergency Management has authorized the making of grants to aid eligible units of government to facilitate flood mitigation efforts, and

Whereas, North Carolina Emergency Management has offered a 2025 Disaster Relief and Mitigation Fund-Hurricane Helene Flood Mitigation Grant in the amount of \$1,610,000 for the construction of a new well, and

Whereas, the Town of River Bend intends to complete said project in accordance with the terms of the Memorandum of Agreement #NCEM-DRMG2512, provided by the grantor,

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

That the Town of River Bend does hereby accept the grant offer of \$1,610,000.

That the Town of River Bend does accept the Memorandum of Agreement from the North Carolina Department of Emergency Management and authorizes the Mayor to execute the MOA.

That Delane Jackson, Town Manager, and successors so titled, is hereby appointed as the authorized representative and Project Director and is hereby directed to furnish such information as the appropriate State agency may request in connection with such grant or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the project.

Adopted this the 12th day of March, 2026 at River Bend, North Carolina

Mark Bledsoe, Mayor

ATTEST:

Kristie J. Nobles, Town Clerk, CMC



NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

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

Dear Mr. Jackson,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Water Well Replacement grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$1,610,000.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

- i. State of NC Substitute W-9 Form
- ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,
DocuSigned by:

William C. Ray

William C. Ray

Director & Deputy Homeland Security Advisor
North Carolina Emergency Management





NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

**Emergency Management Disaster Relief and Mitigation Fund –
Hurricane Helene Flood Mitigation Grant Program
Memorandum of Agreement (MOA)**

between

Grantor:
State of North Carolina
Department of Public Safety
Emergency Management

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

MOA# NCEM-DRMG2512

Award amount: \$1,610,000
Period of performance: 3/1/2026 to 6/30/2028

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina, through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) “The Disaster Recovery Act of 2025- Part II, *S.L. 2025-26, § 2A.3.(a)(7)(d)*, (2) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)*, (3) NC Appropriations Act of 2021, *S.L. 2021-180, §§ 5.2(a-d), Section 5.9(a)(3), and Section 5.9(a)(4), 5.9(f)* (4) N.C.G.S. §166A-19.12(13), (5) 2025 Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Notice of Funding Opportunity.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local, and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to the Recipient for expenditures under this MOA will be reimbursed after the Recipient’s (Requests for Reimbursement) is submitted and approved for the eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services



received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all the reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

- i. State of NC Substitute W-9 Form
- ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.

- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management(OSBM)<https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

8. Responsibilities

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project through the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts.

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

If the Recipient is a non-profit or non-governmental organization and elects to use its own procurement policies, it must submit a copy of those policies and demonstrate that they conform to the procurement standards outlined in 2 CFR Part 200, Subpart D (§ 200.317 – § 200.327), as well as applicable North Carolina state laws, budget, and accounting policies. The Recipient must also provide documentation evidencing compliance with these policies, including adherence to requirements related to full and open competition, cost reasonableness, and avoidance of conflicts of interest.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

ITEM 4

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.
- Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per N.C.G.S. § 143C-6-23(b), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor and attempt to avoid any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

11. Taxes

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

12. Warranty

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including nonprofit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Reporting levels are based on the level of financial assistance from all state and federal grant funding sources.

Refer to "Reports Required for Each Reporting Level" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

There are two reporting levels with different forms to be completed at each level, and there is an audit requirement for Level 2:

Level 1: Between \$1 and \$999,999

Level 2: ≥ \$1,000,000

This applies to non-profits and all other non-state entities that are not subject to the requirements of the Local Government Commission (LGC). **All nonprofit organizations receiving and expending this funding are required to file these reports annually.** Government entities, including counties and local governments, are not required to file these reports.

14. Audit Requirements

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>. **This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC.**

If Recipient is a unit of local government in North Carolina, Recipient may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the NCEM Grants Management & Compliance website.

15. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to confidential information.

16. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

17. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

23. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

24. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
 - ii. Appendix 2 - Scope of Work or Grant Application
 - iii. Appendix 3 - Award letter
 - iv. Appendix 4 – Required Documentation for Reimbursement Request.

ITEM 4

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh, NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

Town of River Bend

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

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO):
North Carolina Emergency Management (NCEM)
Disaster Relief and Mitigation Fund 2025

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the Disaster Relief and Mitigation Fund (DRMF) established in S.L. 2021-180, § 5.9(f), reauthorized in S.L. 2023-134, § 5.6(f), & “The Disaster Recovery Act of 2025 – Part II”, S.L. 2025-26, § 2A.3.(a)(7)(d), the Hurricane Helene Flood Mitigation Grant Program.

Eligible applicants are units of local government and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and engineering assistance grants to local governments to identify and design shovel-ready projects.

Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

Applications must be received by NCEM no later than Close of Business (5pm) on **28 November 2025**.

Eligible Applicants

Units of local government, and nonprofit organizations, may submit projects to the NCEM Long-Term Recovery Group which will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:

- (1) Flood mitigation projects that reduce the risk of future damage through structural and nonstructural measures.
- (2) Engineering assistance grants, specific to local governments, to identify and design shovel-ready projects related to flood mitigation.

Initial funding for this notice is anticipated to be \$20,000,000

- (1) A minimum of \$15,000,000 will be targeted toward applicants in the TS Helene affected area.
- (2) Grants will be limited to \$2,000,000 for a single recipient.
- (3) Total grants will be limited to \$4,000,000 to a single county.

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Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

(Not intended to be a full list but may help applicants to identify possible projects)

- Construction of new or improvement of existing stormwater or drainage infrastructure
- Engineering expenses related to planning, design, and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Relocation of at-risk public infrastructure.
- Hardening of critical facilities and utilities.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration including culvert or bridge retrofits or replacements.
- Flood notification systems

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application referenced below.

Process to Submit Your Application

Key Target Dates:

12-September-2025	NOFO Released
24-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
26-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
28-November-2025	Application Deadline
January 2026	Applicant Notifications
February 2026	Complete and Sign Grant Agreement

Application/Submission Information and Instructions

Application deadline 28-November-2025 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line "Applicant name – Project name – 2025 DRMF Grant Application"

The application email should include a complete PDF Document structured based upon the 6 points below. The email may include additional attachments to support the project. Please make sure that you address each point below within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit organizations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (5)
- 2) General description of the Project (10)
- 3) Describe how the project mitigates future damage from flooding and include the impact on the community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (30)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

ITEM 4

Competitive proposals likely will include:

- A clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of the need for engineering assistance grants for a specific mitigation project.
- A clear understanding of the benefits for residents, businesses, and other entities within a community including the percentage of the community impacted by the project.
- A professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of the likely implementation for a full construction project.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- State of NC Substitute W-9 Form
- Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

Workshops for Disaster Relief and Mitigation 2025 Grant Program Funding Opportunity

Sept. 24, 2025, Workshop (10:00AM-11:00AM):

September 26, 2025, Workshop (10:00AM-11:00AM):

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Appendix 2
Scope of Work or Grant Application

In general, the scope of work will include the construction of a new well outside of a flood zone. The existing well will be abandoned. A detailed construction cost estimate with a description of each item, quantity, unit price and total cost is included (See attachment F). The scope of work will be for all of the items as detailed in the cost estimate. Be advised that the cost estimate is for construction only. In addition to construction, there are other costs associated with this project including: design, engineering, inspection and project administration. Those costs are estimated to be \$400,000, thus making the estimated cost for the entire project \$2,010,000. We are not requesting any funds for those related components. We are requesting funding of \$1,610,000, which will be used entirely for construction only. The construction cost estimate was provided by an engineer and is professionally sealed. Drilling a new well requires state approval of the site. The town has already received preliminary well site approval from the state (See attachment G).



NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

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

Dear Mr. Jackson,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Water Well Replacement grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$1,610,000.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

- i. State of NC Substitute W-9 Form
- ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,

DocuSigned by:

William C. Ray

W411114C30R051

Director & Deputy Homeland Security Advisor
North Carolina Emergency Management



Appendix 4
Documents for Reimbursement Request

Quarterly Progress Report – Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

**North Carolina Division of Emergency Management
Long Term Recovery Grant Program
QUARTERLY PROGRESS REPORT**

Progress Report Period: _____ to _____
Project Title: _____ MOA #: _____
Applicant: _____
Address: _____ County: _____
Contact Person: _____ Title: _____
Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: \$ _____

1. Date of Project Approval:
2. Start Date of the Project:
3. Percent of Work Completed to Date: _____ %
4. Anticipated Completion Date:
5. Actual Completion Date:
6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- Project Status
- (1) Project on schedule
 - (2) Project completed
 - (3) Project delayed
 - (4) Project canceled

- Project Cost Status
- (1) Cost unchanged
 - (2) Cost overrun
 - (3) Cost under-run

Request for Reimbursement (RFR)

Form LTR003

Grantee: _____ Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

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NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK Form LTR001			
(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delivery Date of articles or performance services	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
	Equipment	Total	0.00
	Materials	Total	0.00
Contract		Total	0.00
Other		Total	0.00
		Total	0.00
		(9) Grand TOTAL	\$0.00
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	\$0.00
Signature:			

Proposed Budget Workshop Calendar

APRIL 2026

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

MAY 2026

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

= NCLM Conference in Raleigh (May 5-7)

= scheduled workshop date

= extra workshop date if necessary

ADVERTISEMENT FOR SPECIAL MEETING

**Town of River Bend
Water Treatment Improvements Project
DWI Project No. SRP-D-134-0033 & SRF-D-2070
River Bend, North Carolina**

The Town of River Bend will host a special meeting on **Thursday, March 19, 2026 at 4:00 P.M.** local time. The special meeting will be held at the **River Bend Town Hall at 45 Shoreline Drive, River Bend, NC 28562.**

The purpose of this meeting is to inform the public about the upcoming Water Treatment Improvements Project and conduct a public hearing to gather public input on the project. The town's policy for conducting a public hearing will be followed. The Town is working with the consulting engineering firm of Rivers & Associates, Inc. to design and permit the improvements to the Town's drinking water supply and treatment process. Bidding and construction of the project will occur following acquisition of all regulatory permits and approvals.

The proposed improvements include the following scope: two (2) new raw water supply wells, a new filter-softener style Water Treatment Plant including forced draft aeration, greensand filtration, zeolite ion-exchange softening, settling lagoons for backwash waste handling, and various chemical feeds, as well as a treated backwash waste force main with combined WTP/WWTP diffuser into the Trent River.

The total anticipated project cost is \$20,843,600 and will be paid for via a combination of Special Appropriation (grant), Drinking Water State Revolving Fund (DW-SRF) Principal Forgiveness, and DW-SRF Loan.

An Engineering Report/Environmental Information Document (ER/EID) has been prepared in accordance with the funding requirements. A physical copy of the ER/EID will be made available to the public at **River Bend Town Hall at 45 Shoreline Drive, River Bend, NC 28562.** The report may be viewed during normal business hours as posted on the Town's website. A digital copy of the ER/EID can be viewed on the town's webpage. If you have additional questions, comments, or concerns prior to the meeting, please reach out to Mr. Delane Jackson, Town Manager, for the Town of River Bend, via phone at **(252) 638-3870 extension 213,** or via email at **manager@riverbendnc.org**

AGENDA

1. Call to Order- Mayor
2. Opening Comments- Town Manager
3. Presentation- River's & Associates
4. Public Hearing - Conducted by Mayor
5. Council Comments
6. Closing Remarks- Town Manager
7. Adjournment

Publisher: **Town of River Bend**
By: **Delane Jackson**
Title: **Town Manager**
Date: **March 3, 2026**

RESOLUTION PASSED BY THE TOWN OF RIVER BEND

The following resolution was offered by _____ and seconded by _____ and upon being put to a vote was carried _____ on the _____ of _____, 2026.

THAT WHEREAS, it is recognized that a proper transportation system to support movement within and through the Craven County Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Craven County MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Craven County MPO urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a Memorandum of Understanding between the City of Havelock, City of New Bern, Town of Bridgeton, Town of Cove City, Town of Dover, Town of River Bend, Town of Trent Woods, Town of Vanceboro, County of Craven and the North Carolina Department of Transportation has been entered into that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

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

That the Memorandum of Understanding between the City of Havelock, City of New Bern, Town of Bridgeton, Town of Cove City, Town of Dover, Town of River Bend, Town of Trent Woods, Town of Vanceboro, County of Craven and the North Carolina Department of Transportation be approved and that the Mayor and Town Clerk are hereby directed to enter into and execute the Memorandum of Understanding.

Adopted by the Town of River Bend in regular session this _____ day of _____, 2026.

(Seal)

Kristie Nobles
Clerk

Mark Bledsoe
Mayor, Town of River Bend

North Carolina DOT Resolution

This **“MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING AND THE ESTABLISHMENT OF A METROPOLITAN PLANNING ORGANIZATION”** for the City of Havelock, City of New Bern, Town of Bridgeton, Town of Cove City, Town of Dover, Town of River Bend, Town of Trent Woods, Town of Vanceboro, County of Craven is hereby adopted by the North Carolina Department of Transportation, this the ___ day of _____, 20__.

North Carolina Department of Transportation

By: [Signature of Secretary or designee]
[typed name of Secretary or designee]
Title: Secretary (or designee’s title)

**MPO MEMORANDUM OF UNDERSTANDING
FOR
CONTINUING, COOPERATIVE AND COMPREHENSIVE TRANSPORTATION
PLANNING**

Between

THE CITY OF HAVELOCK, CITY OF NEW BERN, TOWN OF BRIDGETON, TOWN OF
COVE CITY, TOWN OF DOVER, TOWN OF RIVER BEND, TOWN OF TRENT WOODS,
TOWN OF VANCEBORO, COUNTY OF CRAVEN, AND THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION (hereinafter collectively, “the parties”),
IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH;

THAT WHEREAS, the parties desire to enter into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, regarding the Craven County Metropolitan Planning Organization (MPO); and

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, and a Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina, and any subsequent applicable amendments to these statutes and any implementing regulations; and

WHEREAS, these transportation plans, once adopted by the MPO and NCDOT, shall be the basis for future transportation improvements within the MPO.

NOW THEREFORE, the following Memorandum of Understanding is made:

Section 1: Establishment of Craven County MPO.

It is hereby agreed that the parties, in cooperation with the UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuous planning process as related in the following paragraphs:

1. The area involved, the Craven County MPO Metropolitan Planning Area, will be the New Bern Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, including that area beyond the existing urbanized area boundary that is expected to become urban within a twenty-year planning period, which is herein defined as the entirety of Craven County. This area is hereinafter referred to as the Metropolitan Planning Area (MPA).

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2. The MPA will be periodically reassessed and revised in the light of new developments and basic data projections.
3. Transportation planning will be a continuing, comprehensive, and cooperative process and all planning discussions will be reflective of and responsive to the programs of the NCDOT, and to the comprehensive plans for growth and development of the City of Havelock, City of New Bern, Town of Bridgeton, Town of Cove City, Town of Dover, Town of River Bend, Town of Trent Woods, Town of Vanceboro, and County of Craven.
4. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
5. Transportation policy decisions within the planning area are the responsibility of the MPO in cooperation with the City of Havelock, City of New Bern, Town of Bridgeton, Town of Cove City, Town of Dover, Town of River Bend, Town of Trent Woods, Town of Vanceboro, and County of Craven and the NCDOT.
6. Transportation plans and programs and land use policies and programs, for the MPA, having regional impacts will be coordinated with MPOs and RPOs that share a boundary with the MPO, and other municipalities and counties in the region.

Section 2: Establishment of a Transportation Advisory Committee

A Craven County MPO Transportation Advisory Committee, hereinafter referred to as the TAC, is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the MPO. The TAC is the policy board of the MPO. By definition, in 23 U.S.C. §134(b)(2), the TAC is the MPO.

1. The TAC shall consist of representatives appointed by member Boards of Local Government and a member of the North Carolina Board of Transportation (BOT). Each member Board of Local Government and the BOT may also, at its sole discretion, appoint an alternate member to serve in the member's absence. The TAC representative and the alternate member appointed by Boards of Local Government must be an elected official of the appointing Board of Local Government.
2. Every voting TAC member and alternate shall comply with the State Government Ethics Act as per Chapter 138A of the NC General Statutes and the Ethics provisions of Chapter 136-200.2 of the NC General Statutes.
3. The TAC members shall have the responsibility for keeping their respective Boards of Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and

policies of the boards; and ensuring meaningful public participation in the transportation planning process.

4. The TAC, in cooperation with NCDOT, will be responsible for carrying out the provisions of 23 U.S.C. 134 and NC General Statutes, Chapter 136, including, but not limited to:
 - a. Review and approval of the MPO Unified Planning Work Program, which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
 - b. Review and approval of changes to the Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
 - c. Review and approval of the MPO's Transportation Improvement Program (TIP) for multi-modal capital and operating expenditures and to ensure coordination between local and State capital and operating improvement programs;
 - d. Endorsement, review and approval of changes to the MPO's adopted Metropolitan Transportation Plan and Comprehensive Transportation Plan. As required by the North Carolina General Statutes Section 136-66.2(d), revisions to the Comprehensive Transportation Plan must be adopted by both the MPO and the NCDOT;
 - e. Review and approval of the Public Participation Plan to ensure the public is given ample opportunity to participate in the transportation planning process.
 - f. Endorsement, review and approval of changes to the Federal-Aid Functional Classification System and the New Bern adjusted urbanized area;
 - g. Establishment of goals and objectives for the transportation planning process;
 - h. Provide local input to North Carolina's transportation project prioritization process; and
 - i. Adoption of Bylaws for the purpose of establishing operating policies and procedures.
 - j. Any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents
5. TAC Members will vote on matters pursuant to the authority granted by their respective governmental body. The voting membership of the TAC shall include: City of Havelock, City of New Bern, Town of Bridgeton, Town of Cove City, Town of Dover, Town of River Bend, Town of Trent Woods, Town of Vanceboro, and County of Craven and a NCDOT Board of Transportation Designee. Each member has equal vote weight.

Governmental Body	Voting Status	Number of Votes
City of Havelock	Yes	1
City of New Bern	Yes	1
Town of Bridgeton	Yes	1
Town of Cove City	Yes	1
Town of Dover	Yes	1
Town of River Bend	Yes	1
Town of Trent Woods	Yes	1
Town of Vanceboro	Yes	1
County of Craven	Yes	1
NCDOT Board of Transportation	Yes	1
Total number of voting members		10

Representatives from each of the following bodies will serve as non-voting members of the TAC:

Organization	Voting Status
Federal Highway Administration (FHWA) North Carolina Division	No

6. On the basis of majority vote, the TAC may appoint a member of the Committee to act as Chairperson with the responsibility for coordination of the Committee’s activities. A staff member of the Craven County MPO will serve as Secretary to the Committee. A member of any local elected board may serve as an alternate to the designated TAC member for each member. The MPO staff shall be notified of changes in TAC members and TAC alternate members each year and/or as changes are made. As established in its Bylaws, the TAC may create subcommittees to assist it in carrying out its responsibilities. TAC will meet with the necessary regularity to ensure adequate performance of duties as described herein.

Section 3: Establishment of a Technical Coordinating Committee

A Technical Coordinating Committee (TCC) shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the respective local and State governmental agencies and the TAC regarding any necessary actions relating to the continuing transportation planning process.

1. The TCC shall be responsible for development, review and recommendation for approval by the TAC of the Unified Planning Work Program, Transportation Improvement

ITEM 7

Program, Metropolitan Planning Area Boundary, Metropolitan Transportation Plan, Comprehensive Transportation Plan, Public Participation Plan, and any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents.

2. Membership of the TCC shall include technical representatives from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area. The TCC shall be comprised of the following members:

TCC Member Organization	Voting Status	Number of Votes
City of Havelock	Yes	1
City of New Bern	Yes	1
Town of Bridgeton	Yes	1
Town of Cove City	Yes	1
Town of Dover	Yes	1
Town of River Bend	Yes	1
Town of Trent Woods	Yes	1
Town of Vanceboro	Yes	1
County of Craven	Yes	1
Craven Area Rural Transit System (CARTS)	Yes	1
Coastal Carolina Regional Airport (EWN)	Yes	1
Down East Rural Planning Organization (DERPO)	Yes	1
Havelock Chamber of Commerce	Yes	1
New Bern Chamber of Commerce	Yes	1
Croatan National Forest	Yes	1
Division Engineer, North Carolina Department of Transportation	Yes	1
Division Planning Engineer, North Carolina Department of Transportation	Yes	1
Transportation Planning Division, North Carolina Department of Transportation	Yes	1
Total number of voting members		18

Representatives from each of the following bodies will serve as non-voting members of the Technical Coordinating Committee:

Organization	Voting Status
Integrated Mobility Division, North Carolina Department of Transportation	No
Other local, regional, State or Federal agencies impacting transportation in the planning area	No

3. The TCC shall meet when it is deemed appropriate and advisable but will meet with the necessary regularity to ensure adequate performance of duties as described herein. On the basis of majority vote of its membership, the TCC may appoint a member of the Committee to act as Chairperson with the responsibility of coordination of the Committee's activities. On the basis of majority vote of its membership, the TCC may also appoint a Vice-Chair to lead meetings in the absence of the Chair. Membership to the TCC may be altered on the basis of a majority vote of its membership, provided all agencies with TAC membership are represented. TCC membership changes must be approved by TAC.

Section 4: MPO Meetings

The TAC and TCC, as well as any established subcommittees, are responsible for carrying out the provisions of North Carolina General Statute Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. In addition:

1. A quorum is required for transactions of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting public business. A quorum consists of 51% of the members of the TAC or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. Vacant seats will not count against the quorum.
2. Members or alternatives should be identified by name on the meeting attendance log.
3. Per NCGS 143-318.13, regarding TCC and/or TAC meetings that are held by use of conference telephone or other electronic means, the LPA shall provide a location and means whereby members of the public may listen to the meeting.
4. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Minutes of meetings at which remote participation occurs should reflect which members are physically present and which are not. They should also reflect when members are excused from voting or are excused to leave or rejoin the meeting, just as they would for members who are physically present.

5. Any member who does not attend two consecutive TAC/TCC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

Section 5: Lead Planning Agency Responsibility

Beginning July 1, 2026 the County of Craven shall serve as the Lead Planning Agency and will provide the staff of the MPO, including a Secretary to the TAC and the TCC. As such, Craven County staff will maintain the official records of the MPO and all state and federal reporting and budgetary requirements in cooperation with the NCDOT staff. The County of Craven will further assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. Additionally, the County of Craven shall coordinate zoning and subdivision approvals within its jurisdiction in accordance with the adopted Comprehensive Transportation Plan.

The County of Craven will be responsible for initially expending locally derived funds and seeking reimbursement from NCDOT in accordance with the respective funding source.

The County of Craven will be responsible for the following functions:

1. Providing a secretary for the TAC and the TCC
2. Arranging meetings and agenda
3. Maintaining minutes and records
4. Preparing a Prospectus and Unified Planning Work Program
5. Serving as custodian of all MPO plans and documents
6. Collecting from local governments minutes and resolutions that document transportation plan revisions, and submitting these for mutual adoption by the NCDOT
7. Monitoring the transportation planning process to ensure its execution is in accordance with the MPO goals and objectives
8. Performing other coordinating functions as assigned by the TAC as needed
9. Lead responsibility for structuring public involvement in the transportation planning process
10. Preparation of the PL Expenditure Report and other grant/fund management.

The NCDOT will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. The Transportation Planning Division will designate a MPO Coordinator to serve as Staff liaison and participant in the Craven County MPO planning process.

Section 6: Cost Sharing

Activities of the MPO, as set forth in the annually adopted Unified Planning Work Program, are funded with Federal Planning funds distributed through the North Carolina Department of Transportation. These funds require a twenty percent (20%) local match. Local government members that are parties to the Memorandum of Understanding agree to fund the local match in an amount in direct proportion to their share of the total population contained in the total Craven County population. Population figures for determination of local match contribution shall be determined based on the most recent Federal Decennial Census. This funding share shall be invoiced on a regular basis by Craven County, acting as Lead Planning Agency, and as recipient of the Federal Planning funds distributed by the North Carolina Department of Transportation. Annual local match funds are non- refundable.

Section 7: Withdrawal from Craven County MPO

Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 90 days written notice to the other parties prior to the date of termination.

Section 8: Authorization

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Havelock by its Mayor, the City of New Bern by its Mayor, The Town of Bridgeton by its Mayor, The Town of Cove City by its Mayor, The Town of Dover by its Mayor, The Town of River Bend by its Mayor, The Town of Trent Woods by its Mayor, The Town of Vanceboro by its Mayor, The County of Craven by its Chairman of the Board of Commissioners and the North Carolina Department of Transportation by the Secretary of Transportation. This Memorandum of Understanding becomes effective as of the last day signed. The following pages comprise the signature pages from each party to this Memorandum.



02/19/2026

Mayor Mark Bledsoe and River Bend Town Council Members
45 Shoreline Drive
River Bend, NC 28562

To the Honorable Mayor Bledsoe and River Bend Town Council Members:

On behalf of the New Bern-Craven County Public Library, I would like to ask for your support as we embark upon a new fiscal year. The New Bern-Craven County Public Library has served as a cornerstone in the lives of Craven County citizens for many years. From the days of Mrs. Elinor D. Hawkins Tele-a-Story Time to today's Book Techmobile, the library's free resources and community programs benefit all ages from toddlers to senior citizens. **Your** public library reaches all ages from the "littles" with our Books & Babies Lapsit Story Time to our seasoned patrons who love our trivia nights, puzzle competitions, book clubs and art events! High-speed internet access; up-to-date computers, hotspots and laptops; as well as books in print and electronic format are just a few of the resources available to support Craven County residents' growth both personally and professionally.

New Bern-Craven County Public Library also offers many services and resources that are not just book related: notary service, copying, faxing, and e-scanning are just a few of the local office center services offered. Your investment supports all of these endeavors from eBooks to free certified classes for professional and personal growth.

The New Bern-Craven County Public Library, a government entity and part of the Craven County infrastructure, depends on county and state funding for operational expenses. The amount of state funding granted annually is determined based on our local government's support – county and municipal. For this reason, we are asking you, along with the other towns in Craven County, to pledge a minimum of \$1.00 per resident annually to help fund library expenses. Any appropriation received from the Town of River Bend will be used for operational costs, including purchasing new books, providing creative programs for our community, and assisting the library in gaining State Aid funding. Your appropriation will also positively impact the library's pursuit of grant funds.

At the Library Board's direction, I am requesting that the Town of River Bend consider an appropriation of \$2,902.00 to the New Bern-Craven County Library for fiscal year 2026-2027. It is our hope that you will consider the public library a priority and eagerly invest in this community jewel. If you should have any questions about the services or usage statistics for the New Bern-Craven County Library or would like me to speak at a town council meeting, please call me at 252-638-7812.

Thank you again for supporting *your* public library.

Best regards,

Julie W. Cox
CPRL Regional Director
julie.cox@mycprl.org



Independence Day Celebration Set-Up



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

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www.riverbendnc.org

**RIVER BEND TOWN COUNCIL
DRAFT PROPOSED AGENDA
March 19, 2026
River Bend Town Hall – 45 Shoreline Drive
5:00 p.m.**

Pledge: Sheffield

1. Call to Order (Mayor Bledsoe Presiding)
2. Invocation / Pledge
3. Recognition of New Residents
4. Additions/Deletions to Agenda
5. Addresses to the Council - NONE

6. 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.

7. Public Hearings - NONE

8. 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 February 12, 2026 Work Council Meeting
Minutes of February 19, 2026 Regular Council Meeting*

9. 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:

10. CAC – Councilwoman Benton

- A. CAC Report

11. Environment & Waterways – Councilman Leonard

- A. EWAB Report

ITEM 11

12. Planning Board – Councilman Sheffield
 - A. Planning Board Report
13. Public Safety – Councilwoman Noonan
 - A. Community Watch
14. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
15. Finance – Councilman Leonard
 - A. Financial Report - Finance Director
16. Mayor's Report
17. Adjournment