



**TOWN OF RIVER BEND**

45 Shoreline Drive  
River Bend, NC 28562

T 252.638.3870  
F 252.638.2580

[www.riverbendnc.org](http://www.riverbendnc.org)

**RIVER BEND TOWN COUNCIL  
PROPOSED AGENDA**

Work Session Meeting

June 11, 2026

River Bend Town Hall – 45 Shoreline Drive

5:00 p.m.

1. **VOTE** - Agenda: Additions / Deletions / Adoption
2. Public Hearing - FY 26-27 Proposed Budget - Leonard
3. Discussion - FY26-27 Proposed Budget Ordinance - Jackson
4. Discussion - Leaf & Limb Schedule FY 26-27 - Jackson
5. Discussion - Advisory Board Appointments - Jackson
6. **VOTE** - Budget Amendment - Jackson
7. **VOTE** - WWTP Professional Services Agreement Amendment for Phase II - Jackson
8. **VOTE** - Property Insurance Resolution - Jackson
9. Discussion - Animal Control Board Appointments - Jackson
10. Discussion - Stormwater AIA Report - Leonard
11. Discussion - Town Council Rules of Procedure Amendment – Leonard
12. Review Agenda - Nobles
13. CLOSED SESSION - NCGS§143-318.11(a)(3)
14. Adjournment

Pledge Next Week: Weaver

# Taylor Swift concert attack plot convicted



AP Photo/Matthias Schrader

Defendant Beran A. is returned to the courtroom in the District Court in Wiener, Austria, where he stands trial for plotting to carry out an attack on one of Taylor Swift's concerts.

members of the Islamic State group ahead of the planned attack. Prosecutors have said they discussed purchasing weapons and making bombs, and that the defendant also sought to illegally buy weapons in the days ahead of the performance, as well as swearing allegiance to the militant group.

Authorities searched his apartment on Aug. 7, 2024, and found bomb-making materials. The concerts were scheduled to begin the next day.

"Having our Vienna shows canceled was devastating," Swift wrote in a statement posted to Instagram two weeks later.

They, along with a third man, Hasan E., who was arrested and remains in pretrial detention in Saudi Arabia, allegedly planned to carry out simultaneous attacks in Saudi Arabia, Turkey and the United Arab Emirates during Ramadan 2024 in the name of IS.

Only Beran A. was charged in connection with the concert plot. The two defendants were found guilty of charges including traveling and training for terrorist purposes, and being part of a terrorist organization, the Austria Press Agency reported.

The court also found the pair guilty of contrib-

**STATE NOTICE**  
I am signed, having as Administrator CTA of the Estate of Jimmy Carroll deceased, late of Craven County, NC, this is to notify all persons having claims against the estate to present them to the undersigned on or before the 16th day of August, 2026, or this notice will be pleaded in bar of recovery. All persons interested in said estate will make immediate payment to the undersigned.

16th day of May, 2026.  
Susan Carroll Morris,  
Administrator CTA  
For the Estate of  
Jimmy Carroll Glisson  
148 Robin Lane  
Oriental, NC 28571  
May 16,23,30, June 6

All persons, firms and corporations having claims against the Estate of Phyllis Wilson Smithwick deceased, Case # 26E000395-240 of CRAVEN County, NC, are notified to present the same to the personal representative listed below on or before August 6, 2026 Creditor Deadline, or this notice will be pleaded in bar of recovery. All debtors of the said estate are asked to make immediate payment.

This 4th day of May, 2026

Executor:  
Janet Lynn Whitehurst  
Estate of Phyllis W. Smithwick  
c/o Ernest C.  
Richardson, III  
503 Pollock St.  
New Bern, NC 28562

May 9th, 2026, May 16, 2026,  
May 23rd, 2026 and May 30th,  
2026

**NORTH CAROLINA  
CRAVEN COUNTY**

### NOTICE TO CREDITORS:

All persons, firms and corporations having claims against the Estate of Susan P. Stocchi, deceased, of Craven County, NC., are notified to present the same

Thelma M. West  
901 John Hopkins  
Greenville, NC 27834  
May 23,30, June 6,13

### TOWN OF POLLOCKSVILLE PUBLIC NOTICE

The Proposed Fiscal Year 2026-2027 Budget for the Town of Pollocksville has been presented to its Board of Commissioners. The Proposed Budget may be viewed at the Town Hall or on our website [www.townofpollocksville.com](http://www.townofpollocksville.com)

A Public Hearing will be held at 7:00 p.m. on Tuesday, June 9, 2026 at the Town Hall, 314 Main Street, Pollocksville, in order to receive public comment.

1t: 5/30/2026

### PUBLIC NOTICE

The Board of Aldermen of the City of New Bern will meet at 6:00PM on Tuesday, June 9, 2026, in the City Hall Courtroom, located at 300 Pollock Street, New Bern, NC, 28560, for a public hearing on a request to rezone 3.87 +/- acres from R-10A Residential District to C-5 Office and Insti-

Courtroom, located at 300 Pollock Street, New Bern, NC, 28560, for a public hearing to receive public comments on amending Section 15-15 "Basic Definitions and Interpretations" and Section 15-146 "Table of Permissible Uses" of Appendix A "Land Use" of the Code of Ordinances of the City of New Bern to removal of the kennelling use and add dog training (indoor and outdoor) and boarding uses in certain commercial districts as special uses. All interested parties will be given an opportunity to be heard.

2ts: May 30, June 6, 2026

**STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN**

IN THE GENERAL  
COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO: 26CV001189-240  
NOTICE OF SERVICE

PROCESS BY PUBLICATION  
Erica Ronyale Dixon Howard,  
Plaintiff

v.  
Eric L. Howard,  
Defendant

TO: Eric L. Howard  
Take notice that a pleading seeking relief against you has been filed in the above-entitled action.

The nature of the relief being sought is as follows: Absolute Divorce.

You are required to make defense to such pleading no later than 40 days after the first publication of this notice, and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought.

This the 23rd day of May, 2026  
3ts: 5/23, 30; 6/6, 2026

### Town of River Bend Notice of Public Hearing

The proposed fiscal year 2026-2027 budget for the Town of River Bend will be available for public inspection in the Office of the Town Clerk at River Bend Town Hall, 45 Shoreline Drive, beginning on May 29, 2026, from 8:00 a.m. until 4:00 p.m., Monday through Friday. The proposed budget will also be available online at [www.riverbendnc.org](http://www.riverbendnc.org).

A Public Hearing to gather public comments on the 2026-2027 Town of River Bend Proposed Budget will be held on June 11, 2026, at the River Bend Town Hall at 5:00 p.m. during the Council work session. The Council will vote on adoption of the Proposed Budget at its Regular Meeting on June 18, 2026.

The Public Hearing is open to the public.

Kristle Nobles  
Town Clerk  
May 20, 2026  
2ts: 5/23 & 5/30, 2026

**PLUMBING**  
Roofing, metal roofs,  
tile, flooring,  
crawl space,

## ABSOLUTE FOUNDATION REPAIR SERVICES

- Structural/Crawlspace & Foundation repairs
- Peers
- Termites
- Moisture barrier
- Cracks
- Rotten floors
- Diagnosis
- Encapsulation
- Moisture Control, Etc.

## DON'T LOSE LOCAL!

### STAY CONNECTED WITH YOUR NEWSPAPER IN PRINT

# Town of River Bend



**Fiscal Year 2026-2027**

**Annual Budget Message**

(A summary of the Annual Budget)

and

**Annual Operating Budget Ordinance**

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

252-638-3870  
[www.riverbendnc.org](http://www.riverbendnc.org)

This is an excerpt. The entire document is posted on the town's web page.

---

**Fiscal Year 2026-2027**

**Annual Budget Message**

**And**

**Operating Budget Ordinance**

**Mayor**

Mark Bledsoe

**Town Council**

Morris "Buddy" Sheffield\*  
Brian Leonard  
Jeff Weaver  
Lisa Benton  
Kathy Noonan

\*also serves as Mayor Pro Tempore

**Prepared By:**

**Town Manager**

Delane Jackson

**Finance Director**

Mandy Gilbert

Note to reader:

***Until such time that the Town Council officially adopts the FY26-27 Budget Ordinance, this proposal is subject to change. The public hearing for the proposed FY26-27 budget will be held on June 11, 2026 at 5p.m. at Town Hall. The public is invited. The town's public hearing policy will be observed.***

---

## Budget Message

Honorable Mayor and Members of Council  
Town of River Bend, North Carolina:

May 28, 2026

Pursuant to Section 159-11 of the North Carolina General Statutes, the Town of River Bend's proposed budget for the Fiscal Year (FY) beginning July 1, 2026 and ending June 30, 2027 is hereby submitted for your consideration. This budget represents the commitment of the Council to the vision statement and responds to the goals the Council discussed at the Budget Kick-Off meeting on January 15, 2026 and adopted on February 12, 2026:

1. Continue to provide a safe, dynamic, and attractive community for people of all ages, and continue to address the changing demographic composition of the Town.
2. Continue to provide safe drinking water and quality treatment of wastewater by diligently maintaining current systems, prudent fiscal management and prioritizing efforts to build new systems.
3. Continue to operate wastewater treatment facilities to maintain regulatory compliance and serve the current and future needs of the Town.
4. Continue to work with advisory boards as a means to encourage citizen participation in Town government.
5. Continue to be good stewards of the natural environment through planned stormwater and floodplain management efforts.
6. Continue to cooperate regionally and with other municipalities and, where appropriate, share ideas and resources.
7. Maintain a commitment to the Council-Manager form of government, and to support an adequate and well-trained staff to serve the current and future needs of the community.
8. Continue to employ sound fiscal management practices to ensure the long-term financial viability of the Town.
9. Maintain a visionary posture, acknowledging that change is inevitable.
10. Continue to conduct the business of the Town with complete transparency and integrity.

Over the course of four budget workshops in April and May and following numerous hours of staff research and development, this budget was explained in detail and each expenditure and revenue item considered relative to the long-term goals of this community. This document includes the terms agreed upon by Council during the budget workshops. The uncertainty created by inflation, the war in Iran and state-level politics impacted the budget process. As of today, it is still unknown how long and to what degree inflation, high gas prices and possible property tax regulations will be impacting our town, state and nation. As always, two major considerations during budget preparation are the tax rate and utility rates. After reviewing all proposed expenditures and revenues, and considering the economic outlook, the originally proposed budget included no change to the tax rate. However, after reviewing the proposal, the majority of Council agreed to

Town of River Bend, North Carolina  
 Annual Budget for Fiscal Year 2026-2027

---

include a tax rate increase of 2¢, which would increase the tax rate to 30¢. The water and sewer rates remain unchanged.

The annual budget process is influenced by external factors including the condition of the national, state, and local economies, and the needs identified in our community by the elected body, staff, and advisory boards, and the goals noted above. All these factors are considered in this budget and armed with the knowledge that this document represents a significant amount of careful consideration and study, we are confident that it will allow the Town to meet its obligations, fulfill its goals, and remain fiscally strong.

**Overview**

The budget being presented for your consideration is balanced in accordance with the North Carolina Local Government Budget and Fiscal Control Act. The total operating budget for the three major funds are:

General Fund	\$ 2,995,400
Water Fund	\$ 744,500
Sewer Fund	<u>\$ 802,700</u>
 Total Operating Budget	 \$ 4,542,600

In addition to the three major operating funds noted above, the town also has four minor funds that we operate for accounting purposes. They are - Capital Reserves for the General Fund (\$229,425), Water Fund (\$25,850) and Sewer Fund (\$36,250), along with a Law Enforcement Separation Allowance Fund (\$1,100). The total allocation to these four funds in FY27 is \$292,625 and they are listed separately in the budget ordinance.

The grand total for the Fiscal Year 2026-2027 budget is **\$4,835,225**.

**General Fund**

The General Fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund. This fund is established at the inception of a government and exists throughout the government’s life. Expenditures are divided into functional departments in order to present a clear understanding of the costs of providing certain services. Personnel assigned to a specific functional area are paid from that department. We use a labor allocation formula to more accurately reflect the work being performed by each staff member within each of the three major funds.

The total expenditure budget for the General Fund, including transfers, is \$2,995,400. Overall, General Fund spending increased \$287,605 as compared to the amended FY 25-26 budget (as of April 9, 2026). Revenue, as required by law, is balanced with the expenditure portion of the budget. This budget contains an appropriation from fund balance of



**TOWN OF RIVER BEND  
ANNUAL OPERATING BUDGET ORDINANCE  
FISCAL YEAR 2026 - 2027**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2026 and ending June 30, 2027:

**Summary**

General Fund	2,995,400
General Capital Reserve Fund	229,425
Law Enforcement Separation Allowance Fund	1,100
Water Fund	744,500
Water Capital Reserve Fund	25,850
Sewer Fund	802,700
Sewer Capital Reserve Fund	36,250
Total	4,835,225

**Section 1. General Fund**

Anticipated Revenues

AD VALOREM Taxes 2026-2027	1,254,048
AD VALOREM Tax-Motor Vehicle	153,000
Vehicle Registration Fee	30,800
Animal Licenses	1,500
Sales Tax 1% Article 39	242,305
Sales Tax 1/2% Article 40	143,922
Sales Tax 1/2% Article 42	120,990
Sales Tax Article 44	17,861
Sales Tax Hold Harmless Distribution	135,612
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	108,000
Beer and Wine Tax	13,625
Video Programming Sales Tax	39,333
Utilities Franchise Tax	134,899
Telecommunications Sales Tax	6,803
Court Refunds	500
Zoning Permits	5,000
Miscellaneous	9,000
Interest- Powell Bill Investments	5
Interest-General Fund Investments	40,784
Contributions	900
Wildwood Storage Rents	17,395
Rents & Concessions	18,000
Sales Tax	11,365
Sale of Capital Assets	12,057
Transfer From Capital Reserve Fund	176,500
Appropriated Fund Balance	298,996
Total	2,995,400

**ITEM 3**

**Section 1.            General Fund (continued)**

Authorized Expenditures

Governing Body	72,500
Administration	411,800
Finance	165,900
Tax Listing	25,600
Legal Services	42,000
Elections	700
Police	885,900
Public Buildings	74,000
Emergency Services	5,400
Street Maintenance	324,700
Public Works	298,500
Leaf & Limb and Solid Waste	98,200
Stormwater Management	94,500
Wetlands and Waterways	3,000
Planning & Zoning	64,700
Recreation & Special Events	15,200
Parks & Community Appearance	160,500
Contingency	27,400
Transfer To General Capital Reserve Fund	224,900
Transfer To L.E.S.A. Fund	0
Total	<u>2,995,400</u>

**Section 2.            General Capital Reserve Fund**

Anticipated Revenues

Contributions from General Fund	224,900
Interest Revenue	4,525
Total	<u>229,425</u>

Authorized Expenditures

Transfer to General Fund	176,500
Future Procurement	52,925
Total	<u>229,425</u>

**Section 3.            Law Enforcement Separation Allowance Fund**

Anticipated Revenues:

Contributions from General Fund	0
Interest Revenue	1,100
Total	<u>1,100</u>

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	1,100
Total	<u>1,100</u>

**Section 4. Water Fund**

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	197,293
Utility Usage Charges, Classes 3 & 4	20,555
Utility Usage Charges, Class 5	11,702
Utility Usage Charges, Class 8	4,963
Utility Customer Base Charges	283,901
Availability Fee	17,751
Taps & Connections Fees	2,500
Nonpayment Fees	10,500
Late payment Fees	7,775
Interest Revenue	14,360
Sales Tax	4,500
Sale of Capital Asset	0
Transfer from Capital Reserve Fund	25,000
Appropriated Fund Balance	143,700
<b>Total</b>	<b>744,500</b>

Authorized Expenditures

Administration & Finance [1]	550,700
Operations and Maintenance	168,300
Transfer To Fund Balance for Capital Outlay	0
Transfer To Water Capital Reserve Fund	25,500
<b>Total</b>	<b>744,500</b>

*[1] Portion of department for bond debt service: 129,888*

**Section 5. Water Capital Reserve Fund**

Anticipated Revenues

Contributions From Water Operations Fund	25,500
Interest Revenue	350
Appropriated Fund Balance	0
<b>Total</b>	<b>25,850</b>

Authorized Expenditures

Transfer to Water Operations Fund	25,000
Future Expansion & Debt Service	850
<b>Total</b>	<b>25,850</b>

**Section 6. Sewer Fund**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	252,284
Utility Usage Charges, Classes 3 & 4	36,577
Utility Usage Charges, Class 5	28,839
Utility Usage Charges, Class 8	9,812
Utility Customer Base Charges	299,115
Taps & Connection Fees	1,250
Late payment Fees	8,146
Interest Revenue	23,985
Sales Tax	3,992
Sale of Capital Asset	0
Transfer from Sewer Capital Reserve	17,000
Appropriated Fund Balance	121,700
<b>Total</b>	<b>802,700</b>

Authorized Expenditures:

Administration & Finance [2]	559,000
Operations and Maintenance	208,200
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	35,500
<b>Total</b>	<b>802,700</b>

*[2] Portion of department for bond debt service: 112,162*

**Section 7. Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	35,500
Interest Revenue	750
<b>Total</b>	<b>36,250</b>

Authorized Expenditures:

Transfer to Sewer Operations Fund	17,000
Future Expansion & Debt Service	19,250
<b>Total</b>	<b>36,250</b>

**Section 8. Levy of Taxes**

There is hereby levied a tax at the rate of thirty cents (\$0.30) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2026-2027" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$419,400,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.67%. The estimated collection rate is based on the fiscal year 2024-2025 collection rate of 99.67% 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 \$51,000,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

**Section 9. Fees and Charges**

There is hereby established, for Fiscal Year 2026-2027, 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 2.2% 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 2026-2027 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 18th day of June, 2026.

---

Mark Bledsoe, Mayor

Attest:

---

Kristie J. Nobles, Town Clerk, MMC, NCCMC

**Town of River Bend  
Schedule of Rates and Fees  
(Attachment A to Budget Ordinance)  
Effective July 1, 2027**

Amounts due are based upon the Fees and Charges Schedule in effect at the time of payment. It is the Town Council's intention that the Fees and Charges Schedule be revised as needed by July 1st of each year. Some fees and charges may be adjusted during the year as circumstances change.

**GENERAL FUND**

**Administrative**

<b>Ad Valorem Tax</b>	\$.30 per \$100 assessed valuation
<b>Copies of Public Information</b>	As specified by State Statute
<b>Town Code, entire copy</b>	\$75.00
<b>Meeting Rooms</b>	As specified in Building Use Policy
<b>Returned Check Processing Charge</b>	\$25, as allowed by G.S. §25-3-506
<b>Administrative Fee for returned bank drafts</b>	\$25.00

**Public Safety**

<b>Pet License Fee</b>	\$10.00
<b>Golf Cart Registration Fee</b>	\$10.00
<b>Vehicle Registration Fee</b>	\$10.00

**Nuisance Abatement Administrative Fee**

<u>Cost of Abatement</u>	<u>Fee</u>
\$1 – 1,000	\$50.00
\$1,001 – and up	5% of total abatement cost (maximum fee \$2,000)

**Planning and Zoning**

<b>Special Exception Use Permit</b>	\$200 plus cost of required legal advertisement and postage to notify abutting landowners
<b>Variance</b>	\$200 plus cost of required legal advertisement and postage to notify abutting landowners
<b>Appeal to Board of Adjustment</b>	\$200 plus cost of required legal advertisement and postage to notify abutting landowners
<b>Residential Application</b>	Based on amount of project as follows:
Base Fee	\$30
	\$2 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus, \$1 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

*Zoning Administrator can use any appropriate means to verify project valuation.*

**Residential Flood Plain Application with Zoning Permit**

40% of the fee for the Town's residential zoning permit and shall be additional to the zoning permit fee for enclosed structures (fences, decks, and other similar exempt from additional fee).

<b>Commercial Application</b>	Based on amount of project as follows:
Base Fee	\$50
	\$4 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus, \$2 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

*Zoning Administrator can use any appropriate means to verify project valuation.*

**Commercial Flood Plain Application with Zoning Permit**

40% of the fee for the Town's commercial zoning permit and shall be additional to the zoning permit fee for enclosed structures (fences, decks, and other similar exempt from additional fee).

**Residential Flood Plain Application without Zoning Permit**

Based on amount of project as follows:

Base Fee      \$30

\$2 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus, \$1 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

*Zoning Administrator can use any appropriate means to verify project valuation.*

**Commercial Flood Plain Application without Zoning Permit**

Based on amount of project as follows:

Base Fee      \$50

\$4 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus, \$2 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

*Zoning Administrator can use any appropriate means to verify project valuation.*

**Engineering Review**

Charged to applicant at the actual cost of the service as billed by the contracted engineer.

**Zoning Amendment Request (Map or Text)**

\$200 plus cost of required legal advertisement and postage to notify abutting landowners

**Sign Permit**

\$30

**Tree Harvest Permit**

\$50

**Zoning and Subdivision Ordinances**

\$25 per set

**Wildwood Storage Rental Rates**

Unit Number	Unit Size	Monthly Rent
BB 01	5x20	\$35
BB 02	5x20	\$35
BB 03	5x20	\$35
BB 04	5x20	\$35
BB 05	10x20	\$75
BB 06	10x20	\$75
BB 07	10x20	\$75
BB 08	10x20	Town Occupied (TO)
BB 09	10x20	TO
BB 10	10x20	TO
BB 11	10x20	TO
BB 12	10x20	TO
GB 15	10x16	\$65
GB 16	10x16	\$65
GB 17	10x16	\$65
GB 18	10x16	\$65
GB 19	10x16	\$65
GB 20	10x16	TO
GB 21	10x16	TO
GB 22	10x16	TO
OP	Open Spaces (40)	\$25
Late Payment Charge		\$10, assessed after the 10 <sup>th</sup> of the month
Interest Charge		1.5% monthly on outstanding balances

## ENTERPRISE FUNDS

**Water and Sewer - Rates and Fees**

	<b>Water</b>	<b>Sewer</b>
<b>Class 1 and 2 - Residential <sup>(1)</sup></b>		
Customer Base Charge per month <sup>(2)</sup>	15.24	24.18
Usage per 1,000 gallons	-	9.30
Usage 0-4,000 gallons	4.22	-
Usage 4,001-20,000 gallons	4.50	-
Usage 20,001+ gallons	4.55	-
Initial Connection (Tap) charge <sup>(3)</sup>	1,250.00	1,250.00
Nonpayment Fee	70.00	-
<b>Class 3 and 4 - Commercial</b>		
Customer Base Charge per month <sup>(2)</sup>	88.32	141.99
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge <sup>(3)</sup>	3,500.00	1,250.00
Nonpayment Fee	100.00	-
<b>Class 5 - Industrial</b>		
Customer Base Charge per month <sup>(2)</sup>	276.24	444.93
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge <sup>(3)</sup>	5,000.00	1,250.00
Nonpayment Fee	200.00	-
<b>Class 6 - Early Bird (No longer available)</b>		
<b>Class 7 - Availability Charge per month <sup>(2)</sup></b>		
	15.24	-
<b>Class 8 - 1" Water Service</b>		
Customer Base Charge per month <sup>(2)</sup>	30.90	49.43
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge <sup>(3)</sup>	1,500.00	1,250.00
Nonpayment Fee	100.00	-
<b>Class 9 - Vacant /Out of Use Non-residential Property</b>		
Customer Base Charge per month <sup>(2)</sup>	15.24	24.18
Usage per 1,000 gallons	4.22	9.30
Nonpayment Fee	70.00	-
<b>Class 10 - Vacant Residences</b>		
Customer Base Charge per month <sup>(2)</sup>	15.24	-
Nonpayment Fee	70.00	-

**Special Charges**

<b>Service Call - 2 hour minimum</b>	\$35 per hour - signed by customer to initiate work outside of scheduled work hours of 7:00 a.m. - 4:00 p.m. on weekdays and 7:00 a.m. - 3:00 p.m. on weekends
<b>Meter Testing Charge</b>	\$25 - no charge if meter defective
<b>Returned Check Processing Charge</b>	\$25, as allowed by G.S. §25-3-506
<b>Late Payment Charge</b>	10% of amount overdue per month or part of month beginning 30 days after billing date
<b>Irrigation Connection Inspection</b>	\$20

(1) Residential customer deposit may apply. Please refer to Water Resources Department Policy Manual.

(2) Base charges do not include any usage.

(3) The published Initial Connection (Tap) charges are based on the historic River Bend average cost that has been experienced in making connections. There will be cases when, because of the local depth of the service main pipe to which the connection is to be made, or other site-specific differences from the norm, the published connection fee will not cover the actual cost of the tap. When the Water Resources Superintendent encounters such conditions, he shall notify the applicant requesting the tap that the cost may exceed the published fee. In those cases, a record of cost associated with the specific tap will be accounted for and if the total cost exceeds the published fee, then the applicant shall pay a fee equal to the actual cost. Initial connection charges are based upon the size of the meter and charged as shown in the appropriate Class above.

(4) The necessary equipment will be provided to the resident at cost. The resident is responsible for installing the irrigation meter on the resident's side of the regular water meter. After installation, the work will be inspected by a Water Resources Department employee.

# Town of River Bend – Leaf & Limb Schedule 2026-2027

Zone 1 Placement

Zone 1 Pickup Begins

Zone 2 Placement

Zone 2 Pickup Begins

You **MUST** have your debris by the road **BEFORE** "pickup begins" date for your zone, but not more than 5 days before.

July 2026						
S	M	T	W	T	F	S
			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	

August 2026						
S	M	T	W	T	F	S
						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					

September 2026						
S	M	T	W	T	F	S
		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			

October 2026						
S	M	T	W	T	F	S
				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

November 2026						
S	M	T	W	T	F	S
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					

December 2026						
S	M	T	W	T	F	S
		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		

January 2027						
S	M	T	W	T	F	S
					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						

February 2027						
S	M	T	W	T	F	S
	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						

March 2027						
S	M	T	W	T	F	S
	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			

April 2027						
S	M	T	W	T	F	S
				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	

May 2027						
S	M	T	W	T	F	S
						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					

June 2027						
S	M	T	W	T	F	S
		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			

**All leaf & limb debris must be the result of natural defoliation or minor trimming and must observe the following criteria:**

- Maximum diameter of limbs is three inches (3") and the maximum length is six feet (6').
- Place all material in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes, driveway tiles, water meters and any other utility equipment.
- Leaves and grass clippings must **NOT** be bagged. Bagged material will **NOT** be collected. Limbs must be kept separate from leaves and grass clippings. Leaves and grass clippings may be collected by a vacuum. The vacuum cannot accept limbs. Any leaf or grass clipping piles that also contain limbs will **NOT** be collected.
- Leaf & limb material shall **NOT** be placed at the roadside more than five (5) days prior to the "pickup begins" date as shown on the schedule above (dates are circled).
- Pickup shall be done once per street per scheduled pickup week. Any leaf & limb material placed on the roadside after that section of the street has been cleaned shall be the responsibility of the property owner to clear immediately (within 5 days).
- Pickups will be provided to residential properties within the corporate Town limits only. Leaf & limb pickup shall not be provided for debris left by a contractor, including general yard maintenance contractors working on a resident's property.
- Leaf & limbs are defined as leaves, grass clippings, pinecones, and small tree and shrub limbs. It does not include construction material of any kind, trimmings from lot clearing, or tree trunks. The Town does not collect brown or white goods, metal, furniture, or construction debris.
- All debris placed upon the public right of way must be placed off the paved portion of the street and must be placed in the right of way immediately adjacent to the property from which it originates. Debris may be placed in the right of way immediately adjacent to the property of others only with the express permission of the owner of the property.
- Violation of these rules may subject violators to remedies described in the Town of River Bend Code of Ordinances, Section 1.01.999 General Penalty. See section 9.02.030 for complete rules.

**CURRENT APPOINTED BOARD / COMMISSION / COMMITTEE MEMBERS &  
TERM EXPIRATION DATES**

	Original Appointment	Reappointed Date	Term Expiration
<b>PLANNING BOARD (PB)</b> - meets 1st Thursday Every Month 6:00			
2 year term			
<i>Council Member Liaison: Buddy Sheffield (alt Benton)</i>			
Egon Lippert (chair)	2/20/2014	6/16/2022	6/30/2026
Robert Kohn (vice chair)	1/29/2017	6/16/2022	6/30/2026
Keith Boulware	7/18/2001	7/1/2025	6/30/2027
Kathleen Fleming	8/12/2021	7/1/2025	6/30/2027
Bernard D. Bush - ETJ*	11/21/2024	11/21/2024	11/13/2026
Richard Taylor	11/13/2025		6/30/2027
Linda Cummings	8/12/2021	6/16/2022	6/30/2026
Allison McCollum (sec - Non member)			
<b>PARKS &amp; RECREATION BOARD (P&amp;R)</b> - meets 1st Wednesday Every Month 6:30			
2 year term			
<i>Council Member Liaison: Jeff Weaver (alt Noonan)</i>			
Vacant as of 4/22/25			6/30/2026
Elizabeth Stokes "Beth" (sec)	9/14/2023	7/1/2025	6/30/2027
Kay Thomson	2/12/2026	2/12/2026	6/30/2027
Vacant as of 6/30/25			6/30/2027
Victoria Stuppy - (chair)	1/18/2024	1/18/2024	6/30/2026
Vacant as of 3/14/25			6/30/2026
Diana Pantall (vice-chair)	1/16/2025	1/16/2025	6/30/2026
<b>COMMUNITY APPEARANCE COMMISSION (CAC)</b> - meets 3rd Wednesday Odd Months 4:00			
2 year term			
<i>Council Member Liaison: Lisa Benton (alt Leonard)</i>			
Brenda Hall (chair)	2/18/2021	6/16/2022	6/30/2026
Steven Sarg	2/12/2026	2/12/2026	6/30/2026
Jackie Herbster	11/20/2025		6/30/2027
Vacant as of 6/30/24			6/30/2026
Pat Lineback (sec)	4/20/2023	4/20/2023	6/30/2026
Jon Hall	11/20/2025		6/30/2027
Vacant as of 5/1/26^^^			6/30/2027
<b>ENVIRONMENTAL/WATERWAYS ADVISORY BOARD (EWAB)</b> - meets 1st Monday Every Month 7:00			
2 year term			
<i>Council Member Liaison: Brian Leonard (alt Weaver)</i>			
Paige Ackiss (vice chair)	12/12/2019	7/1/2025	6/30/2027
Patty Leonard (sec)	12/12/2019	6/16/2022	6/30/2026
Jeffrey Meyer	8/21/2025	8/21/2025	6/30/2027
James Stevens	8/15/2007	6/16/2022	6/30/2026
Vacant as of 2-12-26			6/30/2026
Jon Hall (chair)	6/18/2020	7/1/2025	6/30/2027
Vacant as of 12/11/24			6/30/2026

^^^ Newest Addition

Alt = Alternate

\* Appointed by Craven County

**CURRENT APPOINTED BOARD / COMMISSION / COMMITTEE MEMBERS & TERM EXPIRATION DATES**

	Original Appointment	Reappointed Date	Term Expiration
<b>BOARD OF ADJUSTMENT</b>			
3-Year Term (G.S. '160A-388)			
<i>Council Member Liaison: Buddy Sheffield (alt Benton)</i>			
Paige Ackiss (chair)	6/17/2021	6/20/2024	6/30/2027
Patty Leonard (vice chair)	11/16/2017	7/1/2023	6/30/2026
Chris Barta	6/18/2015	7/1/2023	6/30/2026
Kelly Forrest (ETJ)*	12/15/1999	8/18/2025	8/31/2028
Cinda Hill	4/21/2016	6/20/2024	6/30/2027
Jon Hall	2/10/22 (alt)	6/20/2024	6/30/2027
ALT - Rick Fisher (ETJ)*	7/1/2016	6/16/2025	7/1/2028
ALT -David Zinni (Town)	7/21/2022	6/16/2023	6/30/2026

**AUDIT COMMITTEE**

*Effective 10/14/21 - comprised of people who hold various positions plus 1 resident*

Chairman: Brian Leonard	7/1/2025	6/30/2028
Finance Director - Mandy Gilbert	7/1/2025	6/30/2028
Town Manager - Delane Jackson	7/1/2025	6/30/2028
Town Resident - VACANT as of 4/21/25		6/30/2028



**TOWN OF RIVER BEND  
BUDGET ORDINANCE AMENDMENT 25-B-05  
FISCAL YEAR 2025 - 2026**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2025-2026 Budget Ordinance as last amended on April 9, 2026, be amended as follows:

**Summary**

General Fund	2,707,895
General Capital Reserve Fund	154,144
Law Enforcement Separation Allowance Fund	540
Water Fund	712,800
Water Capital Reserve Fund	25,000
Sewer Fund	788,550
Sewer Capital Reserve Fund	26,000
Total	4,414,929

**Section 1.**

**General Fund**

**25-B-05  
PROPOSED  
CHANGES**

Anticipated Revenues

AD VALOREM Taxes 2025-2026	1,153,846
AD VALOREM Tax-Motor Vehicle	140,000
Vehicle Registration Fee	30,800
Animal Licenses	1,500
Sales Tax 1% Article 39	225,177
Sales Tax 1/2% Article 40	132,451
Sales Tax 1/2% Article 42	112,435
Sales Tax Article 44	16,436
Sales Tax Hold Harmless Distribution	125,643
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	109,000
Beer and Wine Tax	13,490
Video Programming Sales Tax	45,303
Utilities Franchise Tax	135,931
Telecommunications Sales Tax	6,530
Court Refunds	500
Zoning Permits	5,000
Miscellaneous	9,000
Interest- Powell Bill Investments	5
Interest-General Fund Investments	45,859
Contributions	900
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sales Tax	11,365
Sale of Capital Assets	12,000
Transfer From Capital Reserve Fund	130,500
Appropriated Fund Balance	205,880
Total	2,707,895

**ITEM 6**

<b>Section 1.</b>	<b>General Fund (continued)</b>		<b>25-B-05 PROPOSED CHANGES</b>
Authorized Expenditures			
	Governing Body	81,200	
	<b>Administration</b> (expenditures for remainder of fiscal year)	<b>351,725</b>	<b>3,000</b>
	Finance	161,290	
	Tax Listing	19,500	
	Legal Services (transfer to other dept.)	34,000	
	Elections	0	
	Police	839,700	
	Public Buildings	75,125	
	Emergency Services	5,370	
	Animal Control	27,820	
	Street Maintenance	317,675	
	<b>Public Works</b> (expenditures for remainder of fiscal year)	<b>295,325</b>	<b>5,000</b>
	<b>Leaf &amp; Limb and Solid Waste</b> (transfer to other dept.)	<b>73,725</b>	<b>-3,000</b>
	Stormwater Management	88,300	
	Wetlands and Waterways	3,025	
	Planning & Zoning	72,415	
	<b>Recreation &amp; Special Events</b> (transfer to other dept.)	<b>9,200</b>	<b>-5,000</b>
	Parks & Community Appearance	76,000	
	Contingency	25,156	
	Transfer To General Capital Reserve Fund	151,344	
	Transfer To L.E.S.A. Fund	0	
	<b>Total</b>	<b>2,707,895</b>	<b>0</b>

**Section 2. General Capital Reserve Fund**

Anticipated Revenues			
	Contributions from General Fund	151,344	
	Interest Revenue	2,800	
	Appropriated Fund Balance	0	
	<b>Total</b>	<b>154,144</b>	

Authorized Expenditures			
	Transfer to General Fund	130,500	
	Future Procurement	23,644	
	<b>Total</b>	<b>154,144</b>	

**Section 3. Law Enforcement Separation Allowance Fund**

Anticipated Revenues:			
	Contributions from General Fund	0	
	Interest Revenue	540	
	<b>Total</b>	<b>540</b>	

Authorized Expenditures:			
	Separation Allowance	0	
	Future LEOSSA Payments	540	
	<b>Total</b>	<b>540</b>	

**ITEM 6**

<b>Section 4.</b>	<b>Water Fund</b>	<b>25-B-05 PROPOSED CHANGES</b>	
<b>Anticipated Revenues</b>			
	Utility Usage Charges, Classes 1 & 2	200,120	
	Utility Usage Charges, Classes 3 & 4	18,239	
	Utility Usage Charges, Class 5	12,854	
	Utility Usage Charges, Class 8	4,933	
	Utility Customer Base Charges	283,169	
	Hydrant Availability Fee	17,934	
	Taps & Connections Fees	1,250	
	Nonpayment Fees	10,500	
	Late payment Fees	7,790	
	Interest Revenue	15,060	
	Sales Tax	4,300	
	Sale of Capital Asset	0	
	Transfer from Capital Reserve Fund	25,000	
	Appropriated Fund Balance	<u>111,651</u>	
	<b>Total</b>	<b>712,800</b>	
<b>Authorized Expenditures</b>			
	<b>Administration &amp; Finance [1]</b> (transfer to supply & treatment)	<b>530,625</b>	<b>-3,000</b>
	<b>Operations and Maintenance</b> (expenditures for remainder of fiscal year)	<b>161,675</b>	<b>3,000</b>
	Transfer To Fund Balance for Capital Outlay	0	
	Transfer To Water Capital Reserve Fund	20,500	
	<b>Total</b>	<u>712,800</u>	<b>0</b>
	<i>[1] Portion of department for bond debt service:</i>	133,671	

**Section 5. Water Capital Reserve Fund**

<b>Anticipated Revenues</b>			
	Contributions From Water Operations Fund	20,500	
	Interest Revenue	350	
	Appropriated Fund Balance	<u>4,150</u>	
	<b>Total</b>	<b>25,000</b>	
<b>Authorized Expenditures</b>			
	Transfer to Water Operations Fund	25,000	
	Future Expansion & Debt Service	<u>0</u>	
	<b>Total</b>	<b>25,000</b>	

**ITEM 6**

**Section 6. Sewer Fund**

**25-B-05  
PROPOSED  
CHANGES**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	255,040
Utility Usage Charges, Classes 3 & 4	39,981
Utility Usage Charges, Class 5	28,328
Utility Usage Charges, Class 8	10,146
Utility Customer Base Charges	298,921
Taps & Connection Fees	1,250
Late payment Fees	8,222
Interest Revenue	23,006
Sales Tax	4,050
Sale of Capital Asset	0
Transfer from Sewer Capital Reserve	25,000
Appropriated Fund Balance	94,606
<b>Total</b>	<b>788,550</b>

Authorized Expenditures:

Administration & Finance [2]	533,650
Operations and Maintenance	229,400
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	25,500
<b>Total</b>	<b>788,550</b>

*[2] Portion of department for bond debt service: 115,429*

**Section 7. Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	25,500
Interest Revenue	500
<b>Total</b>	<b>26,000</b>

Authorized Expenditures:

Transfer to Sewer Operations Fund	25,000
Future Expansion & Debt Service	1,000
<b>Total</b>	<b>26,000</b>

**Section 8. Levy of Taxes**

There is hereby levied a tax at the rate of twenty-eight cents (\$0.28) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2025-2026" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$413,245,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.72%. The estimated collection rate is based on the fiscal year 2023-2024 collection rate of 99.72% 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 \$50,000,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

**Section 9. Fees and Charges**

There is hereby established, for Fiscal Year 2025-2026, 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 2.8% 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 2025-2026 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 June, 2026.

\_\_\_\_\_  
Mark Bledsoe, Mayor

Attest:

\_\_\_\_\_  
Kristie J. Nobles, Town Clerk, MMC, NCCMC



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

June 8, 2026

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

SUBJECT: WWTP Enhancements – Phase 2  
Engineering Amendment No. 3  
River Bend, NC

Dear Delane:

Pursuant to the Town's request, attached is Engineering Amendment No. 3 for the WWTP Enhancements project. This Amendment is for services required to re-design, permit, bid or negotiate, and provide construction phase services for the Phase 2 improvements.

Phase 2 will incorporate treatment improvements from the original design which were omitted in Phase 1 to reduce construction costs. Also included in Phase 2 are the deduct bid line-items that were included in Phase 1 to further reduce costs as necessary during bidding. These improvements include a new headworks, new influent and effluent flow meters and composite samplers, new complete package preliminary screen with grit removal, installation of new surge dosing pumps, new alum feed system for phosphorous removal, new filter feed pump station, new methanol feed system and tertiary denitrification filters for nitrogen removal, new chlorine contact tank and reaeration basin, connection and continued use of the existing outfall and diffuser, new aerobic digester, additional cellular SCADA monitoring devices, and new standby emergency generator/main electrical distribution panel..

The modified scope of services and fees of Amendment No. 3 include a revised Engineering Report and Environmental Information Document; Re-design; Bidding/Negotiation; Construction Administration; Resident Project Representation Services; and preparation of Phase 2 Record Drawings.

If everything appears in order, please place this item on the agenda for the next Town Council meeting for approval.

Should you have any questions, please feel free to call.

With best regards,

A handwritten signature in blue ink that reads 'Gregory J. Churchill'.

Gregory J. Churchill, P.E.  
President

encls.

Cc: File

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 3**

The Effective Date of this Amendment is: June 11, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: November 10, 2022

Owner: Town of River Bend

Engineer: Rivers & Associates, Inc.

Project: WWTP Enhancements

Nature of Amendment:

Additional Services to be performed by Engineer

- X  Modifications to services of Engineer
- N/A  Modifications to responsibilities of Owner
- X  Modifications of payment to Engineer
- X  Modifications to time(s) for rendering services
- N/A  Modifications to other terms and conditions of the Agreement

Description of Modifications:

**The WWTP Enhancements project will be re-designed to include the improvements previously omitted from the Phase 1 – Value Engineering Redesign and subsequent deduct bid line-items. Phase 2 improvements will include a new Preliminary Treatment Unit with grit removal and non-potable water supply, new influent and effluent flow meters and composite samplers, a new alum feed system for phosphorous removal, new filter feed pump station, new methanol feed system and tertiary denitrification filters for nitrogen removal, new chlorine contact tank and reaeration basin, connection and continued use of the existing outfall and diffuser, new aerobic digester, new cellular SCADA monitoring system, and new emergency standby generator/main electrical distribution panel. Civil, structural and electrical designs will be modified as required to accommodate the revisions. Refer to Exhibit J – Special Provisions (Amendment 3), Appendix 2 to Exhibit C – Standard Hourly Rates Schedule (Amendment 3), and Appendix 3 to Exhibit C – Summary of Engineering Fees (Amendment 3) for further descriptions.**

Services to be provided for Phase 2 include:

<u>Engineering Services</u>	<u>Cost</u>	<u>Payment Method</u>	<u>Estimated Time to Complete</u>
Phase 2 Preliminary and Final Design Phase	\$175,000.00	Lump Sum	6 months
Phase 2 Study and Report Phase	\$20,000.00	Lump Sum	3 months in parallel with Design
Phase 2 Bidding or Negotiating	\$33,500.00	Hourly plus Reimbursables	3 months
Phase 2 Construction Administration Phase	\$205,000.00	Hourly plus Reimbursables	15 months
Phase 2 Resident Project Representative Services	\$287,000.00	Hourly plus Reimbursables	15 months
Phase 2 Record Drawings	\$20,000.00	Hourly plus Reimbursables	3 months

Agreement Summary:

Original agreement amount:	\$ <u>639,000.00</u>
Net change for prior amendments:	\$ <u>212,500.00</u>
This amendment amount:	\$ <u>740,500.00</u>
Adjusted Agreement amount:	\$ <u>1,592,000.00</u>

Change in time for services (days or date, as applicable): 24 months

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of River Bend

Rivers & Associates, Inc.

By: \_\_\_\_\_  
Print name: Mark Bledsoe

By:   
Print name: Gregory J. Churchill, P.E.

Title: Mayor

Title: President

Date Signed: \_\_\_\_\_

Date Signed: 6-8-20

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

### **Special Provisions (Amendment 3)**

---

In order to reduce overall construction costs, the WWTP Enhancements project was re-designed to include the Value Engineered solution as Phase 1 of the proposed improvements and additional improvements from the original design as Phase 2. Not all planned Phase 1 improvements were included in the construction contract due to bid line-item deducts to further reduce construction costs. These improvements will be incorporated into the Phase 2 design. Phase 2 improvements will include rehabilitation and enhancement to provide increased service life and enhance treatment capability, but does not increase capacity.

The proposed Phase 2 plant enhancements will produce a tertiary treatment facility with nutrient removal capability designed to treat primary waste constituents to the lower levels anticipated by future NPDES discharge permit.

The Phase 2 WWTP enhancements include a new headworks, new influent and effluent flow meters and composite samplers, new complete package preliminary screen with grit removal, installation of new surge dosing pumps, new alum feed system for phosphorous removal, new filter feed pump station, new methanol feed system and tertiary denitrification filters for nitrogen removal, new chlorine contact tank and reaeration basin, connection and continued use of the existing outfall and diffuser, new aerobic digester, new cellular SCADA monitoring system, and new emergency standby generator/main electrical distribution panel.

Basic services for Phase 2 design include preparation of a revised Engineering Report and Environmental Information Document (ER/EID), revised computations, design memorandum, revised construction plans, and revised specifications. Phase 2 design services will be performed in accordance with Exhibit A Article A1.03 of the Engineering Services Agreement. Basic services will be provided on a lump sum basis in the amount of \$20,000.00 for Study and Report Phase and \$175,000.00 for Preliminary and Final Design Phase in accordance with Exhibit C Article C2.01. The period of service to accomplish the Phase 2 study and design services is estimated to be 6 months.

Basic services associated with subsequent bidding and construction phases include (1) Phase 2 Bidding or Negotiating, (2) Phase 2 Construction Administration, and (3) Phase 2 Resident Project Representative (RPR) Services. Phase 2 will require additional bidding and/or negotiation performed on an hourly plus reimbursables basis estimated at \$33,500.00 in accordance with Exhibit C Article C2.01. The estimated period of service for bidding or negotiating is 3 months following advertisement of the project for bids. Construction Administration and RPR services will also be required. Construction Administration and RPR services will be performed in accordance with Exhibit A Article A1.05 of the Engineering Services Agreement. Construction Administration services will be provided on an hourly plus reimbursables basis estimated at \$205,000.00 in accordance with Exhibit C Article C2.01. RPR services will be performed on an hourly plus reimbursables basis estimated at \$287,000.00 in accordance with Exhibit C – Compensation Packet RPR-2. The period of service for provision of construction administration and RPR services is estimated to be 15 months.

Additional services associated with Phase 2 design will include Phase 2 record drawings. Additional services for Phase 2 Record Drawings will be performed on an hourly plus reimbursables basis estimated at \$20,000.00 in accordance with Exhibit C – Compensation Packet AS-1. Record drawings will be prepared following substantial completion for construction. The period of service estimated to obtain, compile, and approve record drawings is 3 months following substantial completion. All additional services are provided in accordance with Exhibit A Article A2.01 of the Engineering Services Agreement.

Appendix 2 to Exhibit C - Current Standard Rates Schedule (Amendment 2) is attached.

Appendix 3 to EXHIBIT C- Summary of Engineering Fees (Amendment 2) is attached.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

### **Standard Hourly Rates Schedule (Amendment 3)**

---

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C 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 Article C2 and **are subject to annual review and adjustment as of June 30th.**

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<b><u>EMPLOYEE CLASSIFICATION:</u></b>	<b><u>HOURLY RATES:</u></b>
Principal	\$215.00
Project Manager	\$160.00 to \$210.00
Project Engineer	\$125.00 to \$195.00
Design Engineer	\$105.00 to \$115.00
Landscape Architect	\$120.00 to \$170.00
Landscape Designer	\$100.00 to \$125.00
Planner	\$90.00 to \$110.00
Designer	\$95.00 to \$145.00
CAD Technician	\$80.00 to \$90.00
Project Surveyor	\$105.00 to \$160.00
Party Chief	\$70.00 to \$125.00
Surveyor Technician	\$60.00 to \$80.00
1-Man Robotic	\$115.00 to \$160.00
Resident Project Representative	\$75.00 to \$120.00
Administrative Assistant	\$75.00 to \$90.00
Engineering Tech	\$90.00
Field Tech	\$75.00
Intern Tech	\$50.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

This is **Appendix 3 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

### Summary of Engineering Fees (Amendment 3)

---

#### **C2.01.1** *Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment*

A.1.a.	Study and Report Phase	<u>\$20,000.00</u>
A.1.b.	Preliminary and Final Design Phase	<u>\$88,000.00</u>
A.1.g.	Phase 1 Value Engineering (VE) Re-design	<u>\$118,500.00</u>
<b>A.1.h.</b>	<b>Phase 2 Study and Report Phase</b>	<b><u>\$20,000.00</u></b>
<b>A.1.i.</b>	<b>Phase 2 Preliminary and Final Design Phase</b>	<b><u>\$175,000.00</u></b>

#### **C2.01.2** *Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A.4.d.	Bidding or Negotiating Phase	<u>\$32,000.00</u>
A.4.e.	Construction Administration Phase	<u>\$199,000.00</u>
<b>A.4.g.</b>	<b>Phase 2 Bidding or Negotiating Phase</b>	<b><u>\$33,500.00</u></b>
<b>A.4.h.</b>	<b>Phase 2 Construction Administration Phase</b>	<b><u>\$205,000.00</u></b>

#### **C2.04** *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A.1.	Resident Project Representative Services	<u>\$273,000.00</u>
<b>A.2</b>	<b>Phase 2 Resident Project Representative Services</b>	<b><u>\$287,000.00</u></b>

#### **C2.05** *Compensation for Additional Services – Standard Hourly Rates Method of Payment*

D.1.	Environmental, Wetland and Construction Permitting	<u>\$19,000.00</u>
D.2.	Additional Boundary and Topographic Surveys	<u>\$13,000.00</u>
D.3.	Record Drawings	<u>\$17,000.00</u>
D.4	Value Engineering (VE)	<u>\$22,000.00</u>
D.5	Phase 1 VE - Geotechnical, Wetland and Construction Permitting	<u>\$16,500.00</u>

D.6	Phase 1 VE - Bidding or Negotiating Phase	<u>\$33,500.00</u>
D.7	Phase 2 Re-Design – Record Drawings	<u>\$20,000.00</u>

**C2.01.1 through C2.05 TOTAL \$1,592,000.00**

Governing Body Resolution

of the

Town of River Bend

(Name of Unit of Local Government)

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 et seq. (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, as it appears of record in its official minutes.

Town of River Bend

(Name of Unit of Local Government)

By: \_\_\_\_\_

(Mayor, or Board Chair)

ATTEST:

\_\_\_\_\_  
(Clerk, or Secretary to the Board)

(SEAL)

**INTERLOCAL AGREEMENT FOR A  
GROUP SELF-INSURANCE POOL  
FOR PROPERTY AND LIABILITY RISK SHARING**

This Agreement, made and entered into in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the “Fund”):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney’s fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

<b>SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES</b>
--

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

<b>II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY</b>
---

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

### **SECTION III. PAYMENT OF CLAIMS**

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, law-

ful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

**SECTION IV. MUTUAL COVENANT OF RISK SHARING**

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

**SECTION V. ADMINISTRATOR**

The North Carolina League of Municipalities, an unincorporated association with offices at 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina, 27601, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

**SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION**

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

**SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS;  
MEMBERS' RESPONSIBILITIES**

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;
- (c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;
- (d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,

and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

- (e) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;
- (h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member

shall pay its pro rata share of any assessment relating to the member's period of enrollment; and

- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.

#### **SECTION VIII. ALLOCATION OF MONIES**

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.

**SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL**

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days' prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days' written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

**SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING**

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Fund on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

**SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION**

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

**SECTION XII. AMENDMENT OF AGREEMENT**

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

**SECTION XIII. HEADINGS**

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

**SECTION XIV. INTERPRETATION**

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would

have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

#### **SECTION XV. MEMBER REPRESENTATIVES; NOTICES**

There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director  
North Carolina League of Municipalities  
434 Fayetteville Street, Suite 1900  
Raleigh, North Carolina 27601  
Facsimile number: 919-301-1053  
Electronic address: RMSnotifications@ncmlm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

INTERLOCAL RISK FINANCING FUND  
OF NORTH CAROLINA

\_\_\_\_\_  
BY: \_\_\_\_\_  
Chair  
Board of Trustees

NORTH CAROLINA LEAGUE OF  
MUNICIPALITIES

\_\_\_\_\_  
BY: \_\_\_\_\_  
Executive Director  
Administrator

\_\_\_\_\_  
*(NAME OF PARTICIPATING ENTITY)*

\_\_\_\_\_  
*(Clerk, or Secretary to the Board)* BY: \_\_\_\_\_  
*(Mayor, or Board Chair)*

## ENFORCEMENT AND APPEALS

### § 9.01.060 BOARD OF ANIMAL CONTROL.

- A. There hereby is established a board of animal control. The board shall consist of three (3) members appointed by the Town Council for a term of two (2) years. Any member of the board of animal control may be removed from office by the Town Council for any reason. Vacancies shall be filled by the Town Council.
  
- B. The board shall elect a chairperson who shall conduct the meetings of the board. Selection as chairperson does not preclude the chairperson of his or her authority to vote on all matters before the board. No official action of the board shall be taken at other than a meeting at which a quorum of two or more members are present. Any action approved by the majority vote of those members present shall be the action of the board.
  
- C. The board shall hear appeals provided for under this subsection. The board may only affirm or reverse the determination appealed from, and the decision of the board shall be the final determination by the town. The decision shall be in writing, shall be delivered by personal service to the animal control officer or any other authorized representative of the town who shall have issued the related notice and/or civil citation, and shall be delivered either by personal service or by registered or certified mail, return receipt requested, to the animal's owner.

# MUNICIPAL ENGINEERING INC.



**FINAL REPORT**  
with  
**RECOMMENDATIONS FOR IMPROVEMENTS**  
**TOWN OF RIVER BEND – STORMWATER SYSTEM**

**Municipal Engineering, Inc.**

January 16, 2026

John R. Blowe, PE

Municipal Engineering, Inc. (MEI) was tasked with working with the Town of River Bend, NC to inventory and establish a GIS based mapping system and database of the town's existing stormwater infrastructure. MEI worked with the Town staff to locate the existing stormwater assets, identify and resolve connectivity issues/discrepancies, determine attribute data, and establish a GIS database.

The Town of River Bend has historically adopted a policy of utilizing natural swales in lieu of curb and gutter for all Town streets to the extent possible. The inventory included the location of all visible and accessible drainage structures, drop inlets, culverts and a cross-sectional survey of ditches serving the areas of the Town that are *outside of the 1% Annual Chance Flood Hazard boundary*. For areas within the Town limits located *inside the 1% Annual Chance Flood Hazard boundary*, the inventory included the location of all visible and accessible drainage structures, drop inlets, culverts and a cross-sectional survey of ditches serving the area, plus a cross-sectional survey of the roadside swales with inlet and outlet invert elevations of the driveway tiles. GIS mapping for the located stormwater system assets has been provided in ESRI ArcGIS format.

MEI provided services to perform a condition assessment of the existing stormwater system by utilizing Compliance EnviroSystems, LLC (CES) as a sub-consultant. Zoom and pole-mounted cameras were used to perform Level II aboveground inspections of curb/drop inlets, junction boxes and storm manholes located in potential problem areas. Areas identified in the condition assessment phase as needing immediate attention were flagged for further evaluation. Condition assessment videos and reports for these areas were utilized to determine the issues needing attention and are provided to the Town under separate cover.

Avolis Engineering, PA prepared a report and drawings for the Town in 2020. The Avolis report did not include the entire Town. MEI has reviewed these drawings and recommendations and has utilized that information in developing a probable cost estimate for the preparation of plans and specifications to mitigate future damage from flooding within the Town of River Bend.



The Town has approximately 13,750 linear feet of streets that are subject to flooding within the 1% Annual Chance Flood Hazard Boundary. Approximately 570 roadway / driveway tiles were surveyed. Inlet and outlet elevations for both ends of the tiles were established. Approximately 140, or 24.5%, were discovered to be on a reverse grade. Many of the driveway tiles were partially filled with sediment and/or blocked completely. Our sub-consultant performed a condition assessment using zoom and pole mounted cameras of the curb/drop inlets, junction boxes, and storm manholes within the flood zone. Approximately 20% of the structures were found to be clogged, underwater, buried or otherwise unable to inspect. Additional cleaning was recommended for those areas.

Representative pictures from various locations included in the information provided by CES follow. Electronic links to spreadsheets, maps and full documentation of our findings are being provided electronically for better viewing. Hard copies of full sized maps, in addition to those previously provided, will be made available upon request.

The location numbers identifying the location of the following photos correspond to the associated spreadsheets and video images that are being provided electronically for download.



Node 10112 – Shoreline Drive Catch Basin



Node 10363 – 206 Channel Run



Node 10364 – 204 Channel Run



Node 10514 – 509 Plantation Dr.



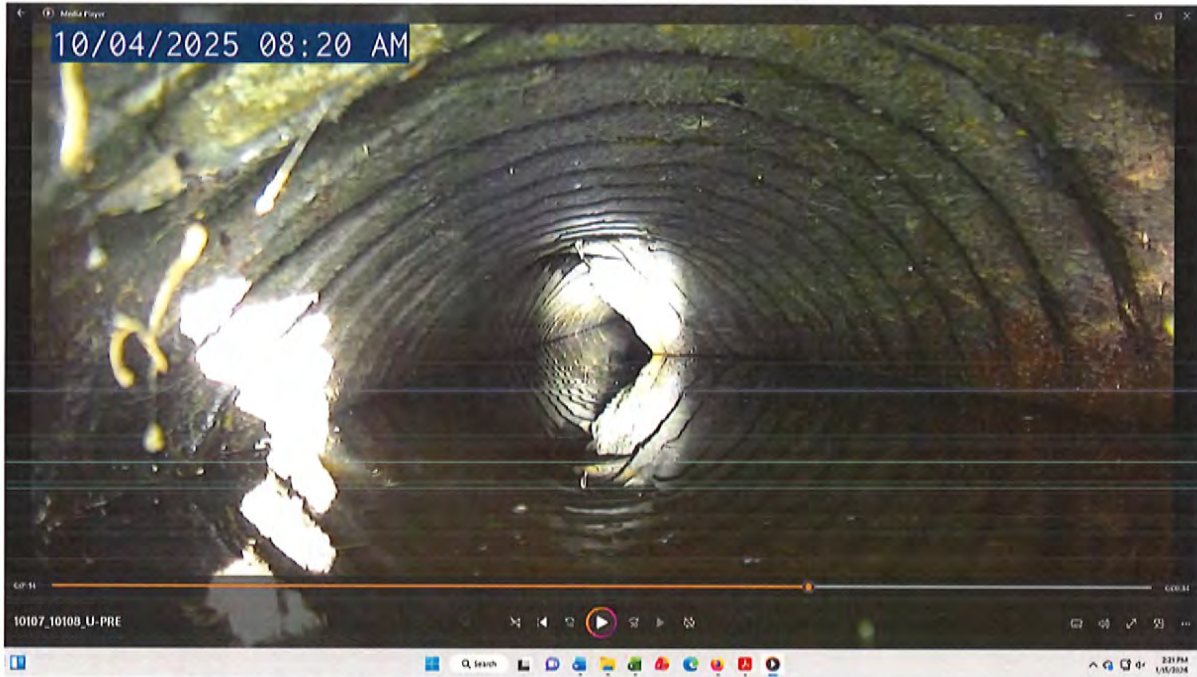
Node 10153 – 303 Carriage House Court



Stormwater Pipe 10053-10054 – 217 Lakemere Dr.



Cross Drain 10107-10108: 200 Bayswater Court (Downstream)



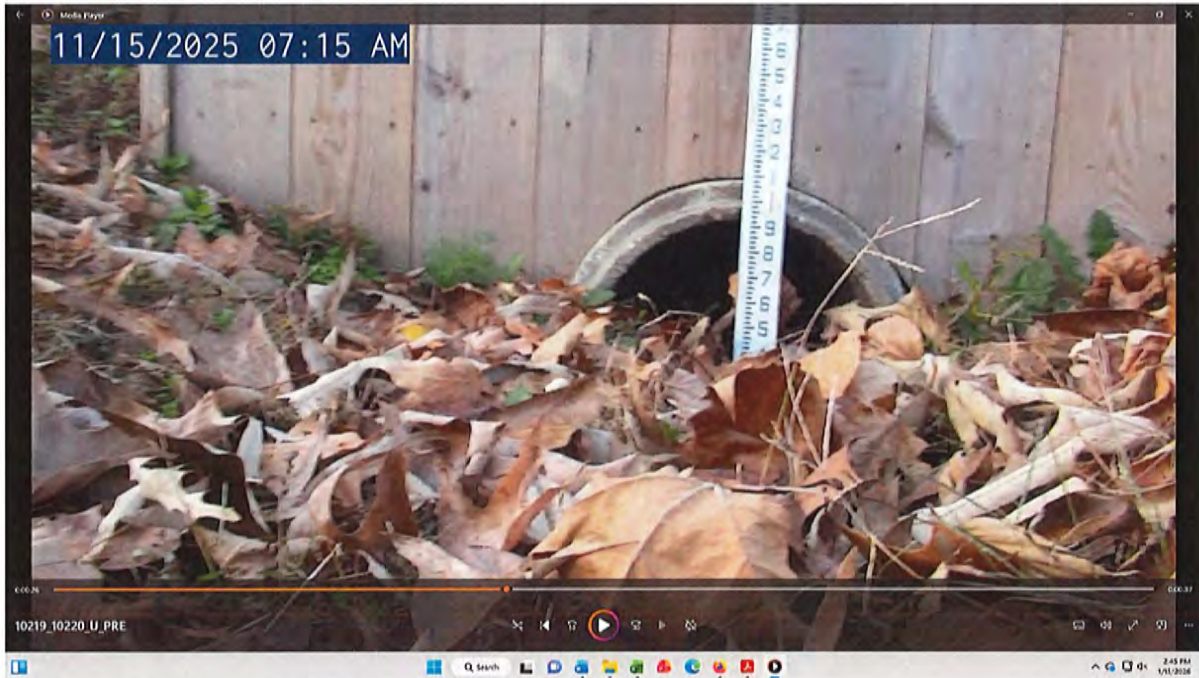
Cross Drain 10107-10108: 200 Bayswater Court (Upstream)



Stormwater Pipe 10006 – 10007: 15 Shoreline Dr.



Driveway Culvert 10194-10193: 906 Plantation Dr.



Driveway Culvert 10219-10220: 905 Plantation Dr.



Driveway Culvert 10234-10233: 316 Channel Run Drive



Driveway Culvert 10548-10547: 412 Plantation Drive



Numerous Driveway Drain Tiles



**Conclusions & Recommendations**

The Town's stormwater drainage system, particularly the natural swales, have suffered from gradual siltation over the years. Driveway tiles have been particularly affected by siltation and many are no longer on proper grade. In at least one case, as presented on the Stormwater Analysis Maps document available for download, new swales or stormwater piping may be required.

The recommended scope of work for the next phase of addressing the Town's flooding problems includes the design of repair and upgrade of the existing storm drainage system serving approximately 13,750 LF of existing streets within the 1% Annual Chance Flood Hazard Boundary. The anticipated construction would include the regrading of existing and new ditches; replacement and repair of existing storm drainage pipes and structures; and driveway / headwall repairs. Additional storm drains may also be required as will a minimal amount of additional surveying.

Photographs of the zoom camera inspections and additional spreadsheets are available for download as previously mentioned.

**Items available for Download**

- Drainage Improvements & Map prepared by Avolis Engineering, PA
- Stormwater Analysis Map
- Stormwater Mapbook
- Overall Stormwater Map
- Stormwater Problem Areas – MEI
- CES Map
- Videos – Storm lines
- Videos – Storm Nodes
- Pipe Data Spreadsheet
- CCTV Recommendations
- Line Cleaning Recommendations
- Node Cleaning Recommendations

- To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this grounds;
- To entertain and answer questions of parliamentary law or procedure;
- To call a brief recess at any time;
- To adjourn in an emergency
- Direct any person who willfully disturbs a meeting to leave the room
- And any others prescribed by NCGS-160A-67 thru 70.

A decision by the presiding officer under any of the first three powers listed may be appealed to the Council upon motion of any member, pursuant to Rule 16, Motion 1. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order.

### **Rule 8. Action by the Council**

The Council shall proceed by motion, except as otherwise provided for in Rules 3, 4 and 25. Any member, excluding the Mayor, may make a motion.

### **Rule 9. Second Not Required**

A motion does not require a second.

### **Rule 10. One Motion at a Time**

A member may make only one motion at a time.

### **Rule 11. Substantive Motions**

A substantive motion is out of order while another substantive motion is pending.

### **Rule 12. Adoption by Majority Vote**

A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 22 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half. Whenever a voice vote is not unanimous or if there is any uncertainty by the Mayor or a member of the Council about the results of a voice vote, the Mayor shall initiate a roll-call vote of the Council members. A roll-call vote shall be conducted by calling upon each Council member individually and asking them to state their vote on the motion. The results of the roll-call vote will be recognized as the official voting result on the motion.

### **Rule 13. Voting by Written Ballot**

The Council may choose by majority vote to use written ballots in voting on a motion. Such ballots shall be signed, and the minutes of the Council shall show the vote of each member voting. The ballots shall be available for public inspection in the office of the Town Clerk immediately following the meeting at



**RIVER BEND TOWN COUNCIL  
DRAFT PROPOSED AGENDA  
June 18, 2026  
River Bend Town Hall – 45 Shoreline Drive  
5:00 p.m.**

Pledge: Weaver

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 Clerk 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 May 14, 2026 Work Council Meeting  
Minutes of May 21, 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* from Director of Public Works Mills
- C. *Monthly Work Order Report* from Director of Public Works Mills
- D. *Monthly Zoning Report* from Assistant Zoning Administrator McCollum

**Administrative Reports:**

10. CAC – Councilwoman Benton
  - A. CAC Report
11. Environment & Waterways – Councilman Leonard
  - A. EWAB Report
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

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.)