

**River Bend Town Council
Work Session Minutes
June 11, 2026
Town Hall
5:00 p.m.**

Present Council Members: Mayor Mark Bledsoe
Buddy Sheffield
Lisa Benton
Brian Leonard
Kathy Noonan

Absent Council Members: Jeff Weaver

Town Manager: Delane Jackson
Finance Director: Mandy Gilbert
Town Clerk: Kristie Nobles
Police Lieutenant: Steven Fell
Town Attorney: David Baxter

Members of the Public Present: 21

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, June 11, 2026, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

Councilman Sheffield motioned to accept the agenda as presented. The motion carried unanimously.

PUBLIC HEARING –FY26-27 Proposed Budget

Councilman Leonard moved to open the Public Hearing to discuss the proposed FY26-27 Town Budget. The motion carried unanimously.

The Mayor reviewed the Public Hearing Public Comment Policy then the Clerk called on those who signed up to address the Council regarding the proposed FY26-27 budget.

Jon Herring – 110 Outrigger – spoke in opposition of a property tax increase.

Patricia Barker – 22A Masters Court – spoke in opposition of a property tax increase and a pickleball court.

Alyssa LeVan – 185 Canebrake – expressed concern for the lack of commitment to employee recruitment and retention in the current budget proposition.

James Crozier – 33 Pier Pointe – stated that he agreed with previous speakers, and he stated that that the town occupies 8 storage units that are a \$7,000 loss for the town. He also spoke in opposition of a property tax increase.

Barbara Maurer – 300 Shoreline – thanked the Town Manager for developing a town budget which includes a COLA for employees. She stated that a lot of the questions that were asked by previous speakers were addressed at the budget workshops.

Victoria Stuppy – 298 Shoreline – spoke about having a vision for the Town and a vision that needs courage from the elected leaders to do what is necessary for the town to grow and thrive.

Katie Knight and Andy Bourland signed up to speak but chose not to.

Councilman Leonard moved to close the Public Hearing. The motion carried unanimously.

Discussion – FY26-27 Proposed Budget Ordinance

The Town Manager stated that the proposed FY 26-27 budget ordinance is included in the agenda package and is scheduled to be voted on at the next Council meeting unless there are revisions requested by the Council. There was no discussion at this time.

Discussion – Leaf and Limb Schedule FY26-27

The Town Manager stated that the presented leaf and limb schedule for 2026-2027 is the same as last year except the dates have been updated to reflect the upcoming fiscal year. Councilman Leonard asked the Town Manager about the current leaf and limb contract. The Town Manager stated that the current contract was approved last year and is a three-year contract. He reminded the Council that the town accepted bids last year and only received one bid, and that bid was more than the previous contractor. He stated that at that time he reached out to the previous contractor to see if he would be interested in returning and he provided a quote, that was less than the one bid which was received.

Discussion – Advisory Board Appointments

The Town Manager stated that the annual advisory board appointments will be made at the next Council meeting.

VOTE – Budget Amendment 25-B-05

The Town Manager stated that the presented budget amendment will only shift funds within departments for FY25-26.

Councilman Leonard motioned to approve Budget Amendment 25-B-05 as presented. The motion carried unanimously. (see attached)

VOTE – WWTP Professional Services Agreement Amendment for Phase II

The Town Manager stated that the proposed amendment with Rivers and Associates is included in the agenda package. He stated that the original scope for the WWTP was double the amount of the budgeted grant funds, so they split the project in half, Phase I and II. He stated that the amendment will put the phases back together which will require redesigning with new engineering. He stated this amendment will get the project to bid opening for Phase II.

Councilman Sheffield motioned to approve the WWTP Professional Services Agreement Amendment for the Wastewater Treatment Plant Project as presented. The motion carried unanimously. (see attached)

VOTE – Property Insurance Resolution

The Town Manager stated that during the budget workshops it was discussed that if the town switched property insurance to the North Carolina League of Municipalities (NCLM), the town would save about \$24,000 per year. He stated that if the Council wishes to switch providers the presented resolution would need to be adopted.

Councilwoman Noonan motioned to approve the Property Insurance Resolution as presented. The motion carried unanimously. (see attached)

Discussion – Animal Control Board Appointments

The Town Manager stated that the Council had previously created an Animal Control Board but did not appoint any members. He stated that the board consists of three members and is a two-year term. At this time the Mayor asked the audience if there were any volunteers to serve on the board and Jon Herrin, Johnny Foy and Katherine Hutchison all volunteered.

Councilwoman Noonan motioned to appoint Jon Herrin, Johnny Foy and Katherine Hutchison to the Animal Control Board. The motion carried unanimously.

Discussion – Stormwater AIA Report

Councilman Leonard stated that the Town had recently received the Stormwater AIA Report that identifies all of the town's assets. He stated that up until end of 2020 the stormwater drainage was the responsibility of the homeowner, and since then the ordinance has been revised and the town is now responsible for the stormwater drainage. He stated that the report indicates areas that need immediate attention and he is concerned with how the town will pay for these repairs. Councilwoman Benton asked the Town Manager if he had the exact amount for the repairs and the Town Manager stated that he did not.

Discussion – Town Council Rules of Procedure Amendment

Councilman Leonard stated that at the last Council meeting there was confusion about how councilmembers voted. He presented the amended Town Council Rules of Procedure which stated that a roll call vote would be required should there not be a unanimous vote.

Councilman Leonard motioned to adopt the proposed changes to the majority vote rule. The motion carried unanimously. (see attached)

At this time Councilman Sheffield stated that in the future he would like for there to be a description of the motion prior to the motion being made. The Town Manager told the Council they could call on him at any time to summarize the subject of the motion.

REVIEW – Agenda for the June 18, 2026, Council Meeting

The Council reviewed the agenda for the June 18, 2026, Council Meeting.

The Town Manager stated that the Council normally cancels the July work session, and he asked if the Council wished to do the same this year. The Council agreed.

CLOSED SESSION

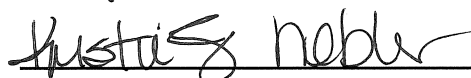
Councilwoman Benton motioned to go into Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 6:00 p.m.

OPEN SESSION

Councilwoman Benton motioned to return to Open Session at 6:25 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 6:26 p.m.


Kristie J. Nobles, MMC, NCCMC
Town Clerk



**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	<u>4,414,929</u>

Section 1. General Fund

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	<u>205,880</u>
Total	<u>2,707,895</u>

Section 1. General Fund (continued)

Authorized Expenditures

Governing Body	81,200
Administration	351,725
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
Public Works	295,325
Leaf & Limb and Solid Waste	73,725
Stormwater Management	88,300
Wetlands and Waterways	3,025
Planning & Zoning	72,415
Recreation & Special Events	9,200
Parks & Community Appearance	76,000
Contingency	25,156
Transfer To General Capital Reserve Fund	151,344
Transfer To L.E.S.A. Fund	0
Total	<u>2,707,895</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

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

Authorized Expenditures

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

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	0
Interest Revenue	540
Total	<u>540</u>

Authorized Expenditures:

Separation Allowance	0
Future LEOSA Payments	540
Total	<u>540</u>

Section 4. Water Fund

Anticipated Revenues

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	111,651
Total	<u>712,800</u>

Authorized Expenditures

Administration & Finance [1]	527,625
Operations and Maintenance	164,675
Transfer To Fund Balance for Capital Outlay	0
Transfer To Water Capital Reserve Fund	20,500
Total	<u>712,800</u>

[1] Portion of department for bond debt service: 133,671

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	20,500
Interest Revenue	350
Appropriated Fund Balance	4,150
Total	<u>25,000</u>

Authorized Expenditures

Transfer to Water Operations Fund	25,000
Future Expansion & Debt Service	0
Total	<u>25,000</u>

Section 6. **Sewer Fund**

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
Total	<u>788,550</u>

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	<u>25,500</u>
Total	<u>788,550</u>

[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	<u>500</u>
Total	<u>26,000</u>

Authorized Expenditures:

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

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.

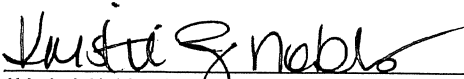
Section 13. **Copies of this Budget Ordinance**

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 black ink, appearing to read 'Greg Churchill', written over a horizontal line.

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:

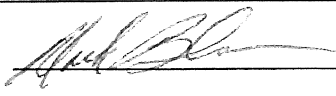
Original agreement amount:	\$ 639,000.00
Net change for prior amendments:	\$ 212,500.00
This amendment amount:	\$ 740,500.00
Adjusted Agreement amount:	\$ 1,592,000.00

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

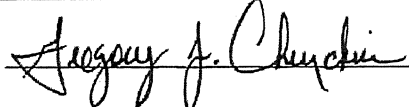
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

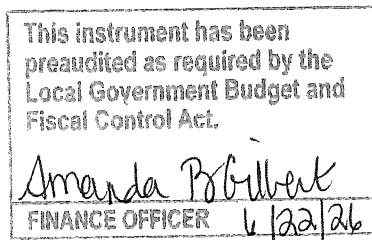
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of River Bend
By: 
Print
name: Mark Bledsoe
Title: Mayor
Date Signed: 6-11-26

ENGINEER:

Rivers & Associates, Inc.
By: 
Print
name: Gregory J. Churchill, P.E.
Title: President
Date Signed: 6-8-26



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.

Exhibit J - Special Provisions.

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:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
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>
A.1.h.	Phase 2 Study and Report Phase	<u>\$20,000.00</u>
A.1.i.	Phase 2 Preliminary and Final Design Phase	<u>\$175,000.00</u>

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

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

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 11th day of June, 2026, as it appears of record in its official minutes.

Town of River Bend

(Name of Unit of Local Government)

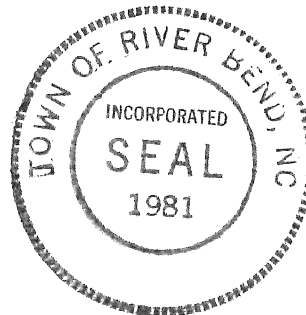
By: _____

(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 11th day of June, 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:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

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.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

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@nclm.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



Justin Z. Nader
(Clerk, or Secretary to the Board)

Town of River Bend
(NAME OF PARTICIPATING ENTITY)

BY: Mark Bledsoe
(Mayor, or Board Chair)