

**River Bend Town Council  
Regular Meeting Minutes  
November 17, 2022  
Town Hall  
7:00 p.m.**

Present Council Members: Mayor John Kirkland  
Buddy Sheffield  
Don Fogle  
Barbara Maurer  
Bud Van Slyke  
Absent Council Member: Brian Leonard

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

Members of the Public Present: 24

**CALL TO ORDER**

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, November 17, 2022 in the River Bend Town Hall with a quorum present.

**ADDITIONS/DELETIONS TO AGENDA**

**Vote – Addition to Agenda** – Councilwoman Maurer moved to add CAC Appointments as item 9F. The motion carried unanimously.

**VOTE – Approval of Agenda**

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

**PUBLIC HEARING – Chapter 15.02 of the Town's Zoning Ordinance – Short-term Rentals**

Councilman Sheffield moved to open the Public Hearing to discuss Chapter 15.02 of the Town's Zoning Ordinance – Short-term Rentals. The motion carried unanimously.

At this time, the Mayor indicated that those who signed up to speak would be called in the order in which they signed up. There were eight people who addressed the Council, with five of those who spoke opposing short-term rentals.

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

**CONSENT AGENDA**

The Mayor presented the Council with the Consent Agenda. Councilman Sheffield **moved to approve the Consent Agenda as presented.** The motion carried unanimously. Within this motion the following items were approved:

- A. Approve:  
*Minutes of the October 13, 2022 Work Session*  
*Minutes of the October 20, 2022 Regular Council Meeting*

**TOWN MANAGER'S REPORT**

The Manager gave the following updates on Town projects:

- Construction of the Town Hall dock replacement has been completed.

- Construction on the Public Works Building is underway; the site has been graded and prepared for the concrete slab.
- The Water Meter Replacement Project has begun and as of today, 223 meters have been replaced.
- The implementation of new computer software has started at Town Hall.

## **ADMINISTRATIVE REPORTS**

### **PUBLIC SAFETY – Councilman Fogle**

Councilman Fogle presented the following reports.

#### **CERT**

The CERT meeting for October was cancelled. The next meeting is scheduled for Wednesday, November 23, 2022 at 7:00 pm in the Municipal Building. Check the Town calendar for updates. Mary Holihan and Dana Donahue set up a CERT recruitment table at National Night Out. CERT is always looking for new members. Contact Chief Joll or Mary Holihan for more information.

#### **COMMUNITY WATCH**

Community Watch met on Wednesday, October 26, 2022 in the Municipal Building at 7:00 pm. Sergeant Fell and Officer DeStefano gave a general crime update and discussed concerns about speeding on Plantation Drive. Long sleeve shirts will be ordered for winter wear. With the departure of Margaret Theis, her secretary duties were split between Luci Avery and Jim Kelly. Luci will take notes and prepare minutes, and Jim will have community watch hours reported to him for compilation. The group agreed to assist with Trunk or Treat and the shredding event. The next Community Watch meeting is scheduled for February 15, 2023 at 7:00 pm in the Municipal Building. Election of officers will be performed at that time. Community Watch is always looking for new members. Contact Chief Joll or Egon Lippert for more information.

### **Councilman Fogle Statement**

Councilman Fogle stated that near the end of the last Council meeting on October 20, 2022, two audience members heard Councilwoman Maurer call me a “jackass” while the meeting was still in session and the cameras were rolling. They reported this to me immediately after the meeting and it was confirmed in a subsequent review of the tape. I filed a formal complaint against Councilwoman Maurer on October 24, 2022, for exhibiting disrespect toward a peer in a public meeting and for unprofessional and unethical behavior. The following day, Councilwoman Maurer notified the Council via the Town Manager that she would issue an apology tonight. Unfortunately, close associates of Councilwoman Maurer vilified the two whistleblowers on Facebook claiming they were smearing Councilwoman Maurer well after Councilwoman Maurer’s admission. The whistleblowers were telling the truth about Councilwoman Maurer’s statement. If there is an apology tonight, it should include Kathy Noonan and Krysten Howard, the whistleblowers who did what any resident or councilmember should have done in the same situation.

### **PARKS & RECREATION/CAC – Councilwoman Maurer**

Councilwoman Maurer presented the following reports.

#### **Parks & Recreation**

Parks and Recreation did not meet on their scheduled November 2 meeting date due to lack of a quorum. The chairperson and four members have resigned due to a longstanding campaign targeting them. Another member resigned in October. I have also resigned as liaison to the board. Councilman Leonard will fill the position until new assignments are determined in January.

#### **Community Appearance Commission (CAC)**

The CAC met on November 16. Five members and four guests were in attendance. One guest had two concerns. Brenda told him she would look into them. Three guests have all filed applications for appointments to the CAC. One applicant said she is willing to wait for an

appointment and asked to be considered the next time there is an opening. A motion was made and seconded and the members voted to recommend to the Council that the other two applicants be appointed. They are Christine Soler and Claudia Christie-Ashmore. The applicant in waiting is Maggie Bramwell. This year the town will have one hundred twenty Christmas globe lights to hand at the front entrance and possibly other locations. The Festive Award Program recognized homes on New Hampshire Ave and Teakwood Drive for their tasteful fall decorations. The Christmas Festive Award competition will be officially announced on November 28. Nominations will begin on December 5. The Plantation median project will be presented to the Council after the New Year.

#### River Bend Community Organic Garden (RBCOG)

RBCOG met on November 7. The Green Team harvested 192 pounds of sweet potatoes. The volunteer papaya tree is about 20 feet high and has twelve papayas on it. Planning has started for spring. A garden workday is scheduled for Saturday, November 19. Carolina Nature Coalition has requested a program about RBCOG. It will mark the return of workshops with additional events planned for 2023. The next meeting is scheduled for December 5 at 1:30 pm. All are welcome.

#### Red Caboose Library (RCL)

The board met on Nov 3. As a follow-up to last month's report regarding the library's expectations of donations from the Community Picnic, information was received that no donations to the library were made at that event. Some organizers paid for expenses out-of-pocket. They are to be commended for their community event and for their good intentions regarding the library. Tuesday night evening hours have been added. Local author JoAnna Kloster was scheduled to speak on November 16. A permanent home and finances continue to be concerns. The next meeting is scheduled for Dec. 1.

#### Planning Board (for Councilman Sheffield)

The Planning Board was presented with a draft ordinance for conditional zoning that was prepared by Town staff. Asst. Zoning Administrator Allison McCollum reviewed the ordinance and answered questions as needed. The Board did not make any decisions or recommendations, but decided to continue the discussion at the next regular meeting. The rest of the agenda covered routine business. The next meeting of the Planning Board is scheduled for Thursday, December 1, 2022.

#### CAC Appointments

##### **VOTE – Advisory Board Appointment – Soler**

Councilwoman Maurer motioned to appoint Christine Soler to the Community Appearance Commission for a term beginning November 17, 2022 and expiring June 30, 2024. The motion carried unanimously.

##### **VOTE – Advisory Board Appointment –Christie-Ashmore**

Councilwoman Maurer motioned to appoint Claudia Christie-Ashmore to the Community Appearance Commission for a term beginning November 17, 2022 and expiring June 30, 2024. The motion carried unanimously.

##### **FINANCE – Councilman Van Slyke**

Financial Report – Finance Director, Mandy Gilbert presented to the Council the financial statement for the month of October. She stated the total of the Town's Cash and Investments as of October 31, 2022 are \$4,271,235 and Ad valorem tax collections for FY22-23 were \$88,765 and Vehicle Ad valorem tax collections were \$18,602.

Councilman Van Slyke stated that Town Code of Ordinances, Title III, Administration, Chapter 3.01, General Administration Ordinance Amendment was included in the agenda package and

the Council has been reviewing this ordinance. Councilman Sheffield stated that this ordinance would allow someone other than a council member to be the Town's Finance Officer.

Councilman Van Slyke submitted his resignation as the Finance Officer and stated that he has been the Finance Officer for the Town of River Bend for over 18 years. He stated it has been a joy to provide this service to the people of the Town of River Bend and since he was not re-elected, he stated he felt it was time to step down as the Finance Officer for the Town. Councilman Sheffield praised Councilman Van Slyke for his service as the Finance Officer for the Town of River Bend. Councilman Leonard stated there still would be a Council liaison between the Finance Department and the Town's staff.

**VOTE – Town Code of Ordinances, Title III, Administration, Chapter 3.01, General Administration Ordinance Amendment**

Councilman Van Slyke motioned to approve the Town Code of Ordinances, Title III, Administration, Chapter 3.01, General Administration as presented. The motion carried unanimously. (see attached)

At this time, the Town Manager appointed Mandy Gilbert as the Finance Officer for the Town of River Bend and the Town Clerk administered the Finance Officer Oath to Mandy Gilbert. Councilman Sheffield praised the Finance department and stated the Town has received many national awards.

**VOTE – Finance Officer Salary Increase**

Councilman Van Slyke motioned to approve a 3% salary increase that is equivalent to Pay Grade AD5, step 13 to the Finance Director. The motion carried unanimously.

**ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – Councilman Leonard**

Councilman Leonard presented the following report.

EWAB met at 7 PM on Monday 7 November 2022 in the small conference room in the municipal building. Chairman Ackiss called the meeting to order, there was a quorum. There were two visitors. The minutes from the October 2022 meeting were approved. Councilman Leonard gave a council update. **Old business:** discussion about bulkhead inspections, EWAB will coordinate with the town to start inspections. Several stormwater drain areas were inspected by the town and were found to be clear of any blockages. **New business:** Fishing dock completed, discussion about adding life preservers and a ladder. Discussion about cleaning up the ponds that are part of the stormwater drainage system. Volunteer hours total for October 14 hours. There will not be a EWAB meeting in December 2022. Next meeting will be on January 2, 2023, at 7 PM in the small conference room in the municipal building.

The Manager stated that he has received authorization from the state to move forward on Wastewater Treatment Plant Enhancement agreement, the Water AIA agreement and the Sewer AIA agreement.

**VOTE – WWTP Enhancements Engineering Services Agreement**

Councilman Leonard motioned to approve the Wastewater Treatment Plant Enhancements Engineering Services Agreement with Rivers and Associates as presented. The motion carried unanimously. (see attached)

**VOTE – Water AIA**

Councilman Leonard motioned to approve the Water System Asset Inventory and Assessment Agreement with Municipal Engineering Services as presented. The motion carried unanimously. (see attached)

### **VOTE – Sewer AIA**

Councilman Leonard motioned to approve the Sewer System Asset Inventory and Assessment Agreement with Municipal Engineering Services as presented. The motion carried unanimously. (see attached)

### **PLANNING BOARD – Councilman Sheffield**

#### **Board of Adjustment**

The meeting was held in Town Hall. Chairman Ackiss called the meeting to order at 6:00 pm. A quorum was present. Two new board members, Jon Hall and David Zinni, were sworn in by Mayor Kirkland. Chairman Ackiss explained the reason for the meeting, a special use permit application by Kelsey Rowe for an automotive modification shop on property adjacent to Guy C. Lee on Highway 17 in the River Bend ETJ. Witnesses were sworn in. Town manager Jackson testified that all legal requirements for the application had been met. Ms Rowe presented maps and drawings to illustrate what was to be built on the site. She explained the function of the facility. Board members then asked questions. They were concerned about waste oil, noise and appearance of the site. Ms. Rowe answered the questions. No one spoke in opposition to the permit. The board then considered the application based on numerous criteria that were all deemed to have been met. The board approved the permit with the following conditions: that any outside storage, including vehicles, be behind a 6 foot fence and not visible from Highway 17. That the facility conform to existing River Bend town ordinances regarding noise. The meeting was adjourned. No future meeting has been set at this time.

### **Discussion- Short-term Rentals**

Councilman Sheffield stated that the revision of the Town's ordinance regarding short-term rentals was triggered by a court case in Wilmington, North Carolina. He stated that the court ruled to not allow Wilmington to restrict short-term rentals. He stated that the Town of River Bend is very restricted on how it can regulate short-term rentals. He stated that the amended ordinance would control the zones in which short-term rentals are allowed, which means that properties would have to be at least 15,000 square feet. He stated that if the Town did restrict short-term rentals it would be very difficult for staff to enforce. He stated that if anyone has problems with excessive noise or anything that violates the Towns' ordinances to contact the Police Department. Councilwoman Maurer spoke in opposition of allowing short-term rentals in the Town. Councilman Leonard stated that the state of North Carolina and the court system have severely restricted what the Town of River Bend can do.

### **VOTE – Short-term Rentals**

Councilman Sheffield motioned to approve the Amendment to Chapter 15.02 of the Town's Code of Ordinances as presented. The motion passed with 4 ayes and 1 nay (Maurer). (see attached)

### **MAYOR'S REPORT**

The Mayor presented the following report.

#### **THE INTEGRITY OF NORTH CAROLINA ELECTIONS**

I know that the Town Manager has written several articles making the plea that citizens who desire facts about issues of concern related to Town ordinances and infrastructure projects should refer to the Town's Web Page rather than read and accept what they can read on one of the social postings. I know that the Manager has written these articles because I have read them. My effort at critical reading is a listing of online documents that the State Board of Elections has on its web page that provide detail directing the 100 County Election Boards in the conduct of elections in their jurisdictions. At their website under the title "Tips for Monitoring or Observing the Election at Polling Sites" The article details a number of subjects that provide direction for individuals that may wish to observe the conduct of the election process. The article under the section titled "Outside Monitors" states---- Anyone has the right to watch or monitor the election outside the

voting place. This activity must remain outside the buffer zone, which typically extends 50 feet from the entrance of the voting place and is clearly marked. Outside observers may not disrupt voting, intimidate voters, or otherwise impede access to the polls. On-site elections officials have the duty to ensure a safe and orderly voting where voters are not obstructed. These officials are authorized to remove anyone who is disruptive. N.C.G.S. §163-48.

<https://www.ncsbe.gov/about-elections/election-security/tips-monitoring-or-observing-election-polling-sites>

The authority continues with sections titled:

1. Allowed
2. Prohibited

There follows a section titled "Observing the Election Inside", these observers are appointed by the Political Parties. When one reads this document with its enumerated authority and prohibitions one should assume that the entire election process is well regulated and the results should be without objection. Of course, it follows that the observers need to possess the trait of integrity as relates to their responsibility.

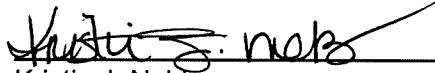
My hope is that rather than posting on or reading words on the "social media" that citizens should first read the State Board of Elections' website.

### **PUBLIC COMMENT**

Jeff White – 651/665 Old Pollocksville Road – requested a variance to allow him to hunt on his land and have livestock.

### **ADJOURNMENT/RECESS**

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

  
\_\_\_\_\_  
Kristie J. Nobles  
Town Clerk

2022-ORD-06

## **AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWN OF RIVER BEND**

BE IT ORDAINED by the Town Council of the Town of River Bend that the Town Code of Ordinances, Title III, Administration, Chapter 3.01, General Administration, be amended as follows:

### **GENERAL ADMINISTRATION**

#### **§ 3.01.075 APPOINTMENT OF TOWN MANAGER.**

- A. In accordance with North Carolina General Statute 160A-147, the Council shall appoint a Town Manager to serve at its pleasure. Such appointment is to be made solely on the basis of the manager's executive and administrative experience. Manager shall perform the duties outlined in G.S. § 160A-148 which are also described in § 3.01.003.

*Amended 09/17/09*

- B. The following non-exclusive list of department heads may be appointed by, removed by, and shall be administratively supervised by, the Town Manager:

1. Chief of Police
2. Finance Director
3. Town Clerk
4. Zoning Administrator
5. Water Resources/Public Works Director

*Added 09/17/09*

(Prior Code, Ch. 2, Art. IV)

***Cross reference:*** *Appointment and term of other officers and employees, see § 3.01.004*

#### **§ 3.01.076 APPOINTMENT OF TOWN CLERK.**

The Town Manager shall appoint a town clerk who shall perform the duties outlined in G.S. § 160A-171.

*Amended 09/17/09*

(Prior Code, Ch. 2, Art. IV)

***Cross reference:*** *Appointment and term of other officers and employees, see § 3.01.004*

#### **§ 3.01.077 APPOINTMENT OF TOWN ATTORNEY.**

The Council shall appoint a Town Attorney to serve at its pleasure and to be its legal advisor.

2022-ORD-06

(Prior Code, Ch. 2, Art. IV)

***Cross reference:*** Appointment and term of other officers and employees, see § 3.01.004

**§ 3.01.078 APPOINTMENT OF ZONING ADMINISTRATOR.**

The Town Manager may appoint a Zoning Administrator who shall perform the duties that are specified by town ordinances and as assigned by the Council. Absent an appointment of an individual to this position, the Town Manager shall be the Zoning Administrator.

*Amended 09/17/09*

(Prior Code, Ch. 2, Art. IV)

***Cross reference:*** Appointment and term of other officers and employees, see § 3.01.004

**FINANCE**

**§ 3.01.090 APPOINTMENT OF BUDGET OFFICER.**

The Town Manager shall serve as the Budget Officer and shall perform the duties outlined in G.S. §§ 159-9 to 12 and related provisions of the General Statutes.

*Amended 09/17/09*

(Prior Code, Ch. 2, Art. V)

***Cross reference:*** Appointment and term of other officers and employees, see § 3.01.004

**§ 3.01.091 APPOINTMENT OF FINANCE OFFICER.**

The Town Manager shall appoint a Finance Officer who shall perform the duties outlined in G.S. § 159-25 and related provisions of the General Statutes.

*Amended 11/17/22*

(Prior Code, Ch. 2, Art. V)

***Cross reference:*** Appointment and term of other officers and employees, see § 3.01.004

**§ 3.01.092 APPOINTMENT OF TAX COLLECTOR.**

If the town collects taxes, the Council shall appoint a Tax Collector who shall perform those duties that are specified by G.S. § 105-350 "General Duties of Tax Collectors" and as assigned by the Council.

(Prior Code, Ch. 2, Art. V)

***Cross reference:*** Appointment and term of other officers and employees, see § 3.01.004



2022-ORD-06

**§ 3.01.093 REFUND OR RELEASE OF AD VALOREM TAXES.**

- A. The Finance Officer is delegated authority to approve requests for refund or release of tax of less than \$100.
- B. The Finance Officer shall make monthly reports to the Council concerning the actions taken on requests for release or refund.
- C. Actions taken shall be recorded in Council meeting minutes.

(Prior Code, Ch. 2, Art. V)

**§ 3.01.094 DELEGATE AUTHORITY TO DISPOSE OF PERSONAL PROPERTY VALUED AT LESS THAN \$5,000.**

- A. Pursuant to the provisions of G.S. § 160A-266(c) the Finance Officer is hereby authorized to dispose of any surplus personal property owned by the Town of River Bend whenever he determines, in his discretion, that:
  - 1. The item or group of items has a fair market value of less than \$5,000;
  - 2. The property is no longer necessary for the conduct of public business; and,
  - 3. Sound property management principles and financial considerations indicate that the interests of the town would best be served by disposing of the property.
- B. The Finance Officer may dispose of any surplus personal property by any means which he judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in G.S. § 160A, Article 12. The sale may be public or private, and with or without notice and minimum waiting period.
- C. The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the town if greater value may be obtained in that manner, and the Finance Officer is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Finance Officer may retain the property, obtain any reasonably available salvage value, or cause it to be disposed of as waste material. No surplus property may be donated to any individual or organization except by resolution of the Council.
- D. The Finance Officer shall keep a record of all property sold under authority of this subchapter and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.
- E. The Finance Officer shall report in writing to the Council on any property disposed of under this subchapter as follows: on February 1 on any property disposed of from July 1 through December 31 of the previous year, and on August 1 on any property disposed of from January 1 through June 30 of the same year.

(Prior Code, Ch. 2, Art. V)

2022-ORD-06

**§ 3.01.095 DELEGATE AUTHORITY TO PURCHASE APPARATUS, SUPPLIES, MATERIALS OR EQUIPMENT.**

- A. *Grant of authority.* Subject to the restrictions and conditions hereinafter provided, when purchasing apparatus, supplies, materials or equipment for use by the Town of River Bend, in addition to the authority as may be provided by G.S. § 143-129(a) and/or otherwise delegated by the Council, the Town Manager shall have the authority to:
1. Prepare, or cause to be prepared, plans and/or specifications setting forth a complete description of the item(s) to be purchased and the characteristics, features and/or requirements therefor;
  2. Include, where appropriate, in specifications for the item(s) to be purchased an opportunity for bidders to purchase as trade-in specified personal property owned by the town;
  3. Advertise, or otherwise secure bids, for item(s), if required under applicable law;
  4. Award contracts for the purchase of the item(s) and, where applicable, award contracts for the purchase of the item(s) and the sale of trade-in property;
  5. Reject bids;
  6. Readvertise to receive bids;
  7. Waive bid bond or deposit requirements;
  8. Waive performance and payment bond requirements; and
  9. Execute and deliver the purchase contract(s).
- B. *Report.* At the first meeting of the Council following the award of any contract(s) pursuant to this subchapter, the Town Manager shall submit a report to the Council summarizing the bids received and the contract(s) awarded. The report shall be included in the minutes of the meeting at which it is received.
- C. *Extent of authority.* Except in cases of purchases from established contracts pursuant to G.S. § 143-129(g), unless otherwise provided by law, the provisions of this subchapter shall apply to the purchase of apparatus, supplies, materials or equipment requiring the estimated expenditure of municipal funds in an amount not to exceed \$15,000 for any 1 item or group of similar items.
- D. *No limitation of other authority.* The provisions of this chapter are not intended to limit, restrict or revoke, in any manner, authority otherwise granted and/or delegated to the Town Manager by statute, law or action of the Council.
- E. *Appropriation required.* No purchase shall be made by the Town Manager under authority of this subchapter unless an appropriation for the purpose has been authorized in the annual budget, or by supplemental appropriation or budget appropriation amendment duly adopted by the Council.
- F. *Application of General Statutes.* In acting pursuant to the authority delegated by this subchapter, the Town Manager shall comply with the requirements of G.S. Article 8, Chapter 143, as from time to time amended, modified, supplemented, revised or superseded, to the same extent as would have otherwise applied to the Council.

(Prior Code, Ch. 2, Art. V)

2022-ORD-06

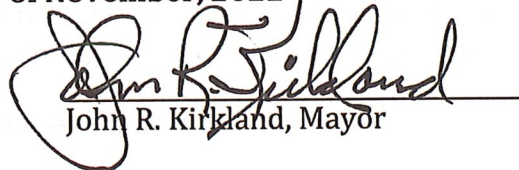
**§ 3.01.096 SPECIAL ASSESSMENTS.**

- A. *Purpose of subchapter.* Whereas the Town of River Bend is authorized to make special assessments against benefited property within its corporate limits as set forth in G.S. § 160A-216, this subchapter is enacted to accomplish those purposes as more particularly set forth in G.S. Chapter 160A, Article 10.
- B. *Special assessment procedure.* The Town of River Bend, when consenting to undertake any special assessment activity as set forth in G.S. § 160A-216, shall at all times follow the procedures and requirements as set forth in G.S. Chapter 160A, Article 10.
- C. *Assessment methodology: discretionary decisions.* At any time when the Council shall have discretion relating to any aspect of special assessments, it shall endeavor to balance the needs of the town in general, the needs of those citizens of the town who are benefitted by the special assessments, economic considerations and any other considerations which the Council, in its sole discretion, deems advisable.

(Prior Code, Ch. 2, Art. V)

This Ordinance shall be in full force and effect upon its adoption

**Adopted this the 17th day of November, 2022**

  
John R. Kirkland, Mayor

ATTEST:

  
Kristie J. Nobles, Town Clerk





ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

November 8, 2022

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

SUBJECT: WWTP Enhancements  
Engineering Services Agreement

Dear Delane:

Attached for your review, processing and approval are two (2) copies of the proposed Engineering Services Agreement to proceed with consulting services associated with the recently funded River Bend WWTP Enhancements project.

In general, the services required include preparation of the Engineering Report for NCDEQ DWI approval; specific design modifications/updates; revisions/update to the existing construction plans, specifications and contract(s); re-permitting for Environmental, Wetland and Construction purposes; additional Boundary & Topographic survey work; Bid Phase services, Construction Administration and Construction Observation Phase services; and Preparation of Construction Record Drawings. Grant administration assistance will be provided as required to facilitate proper documentation, reimbursement, and closeout.

The following is a summary of the recommended services and associated fees:

Consulting Service	Est. Fee	Fee Basis
Preparation of Engineering Report	\$20,000	Lump Sum
Preliminary and Final Design	\$88,000	Lump Sum
Environmental, Wetland & Construction Permitting	\$19,000	Hourly plus reimb.
Bidding and/or Negotiation	\$32,000	Hourly plus reimb.
Construction Administration	\$190,000	Hourly plus reimb.
Construction Observation	\$260,000	Hourly plus reimb.
Additional Boundary & Topographic Survey	\$13,000	Hourly plus reimb.
Preparation of Record Drawings	<u>\$17,000</u>	Hourly plus reimb.
Total Estimated Cost	\$639,000	

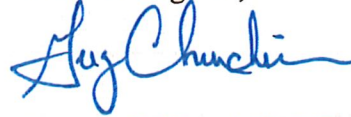
Please let me know if you have any questions. With your permission, I will plan to attend the River Bend Town Council Workshop Meeting on November 10<sup>th</sup> to address any questions or provide any additional input that is desired.

November 8, 2022

Page 2

We appreciate the opportunity to continue to work with the Town of River Bend, and look forward to assisting the Town with making the WWTP Enhancements project a reality after these many years.

With best regards,

A handwritten signature in blue ink, reading "Gregory J. Churchill". The signature is fluid and cursive, with the first name "Gregory" and last name "Churchill" clearly distinguishable.

Gregory J. Churchill, P.E.  
President

Cc: File

Encls.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of River Bend

By(Signature): [Signature]

Print name: John R. Kirkland

Title: Mayor

Date Signed: 11/21/22

Attest: [Signature]

Name: Kristie Nobles

Title: Town Clerk

(SEAL)



Address for Owner's receipt of notices:  
45 Shoreline Drive  
River Bend, NC 28562

Designated Representative (Paragraph 8.03.A):  
Delane Jackson

Title: Town Manager

Phone Number: (252) 638-3870 x 213

E-Mail Address: manager@riverbendnc.org

This instrument has been pre-audited in the  
Manner required by the Local Budget and  
Fiscal Control Act.

By (Signature): [Signature]

Typed Name: Amanda Gilbert

Finance Officer

Date: 11/21/22

Engineer: Rivers & Associates, Inc.

By(Signature): [Signature]

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

Title: President

Date Signed: 11-8-22

Attest: [Signature]

Name: James M. Walker, P.L.S.

Title: Vice President/Ass't. Secretary

(SEAL)



Engineer License or Firm's Certificate No. (if required):

F-0334

State of: North Carolina

Address for Engineer's receipt of notices:  
107 E. Second Street  
Greenville, N.C. 27858

Designated Representative (Paragraph 8.03.A):  
Gregory J. Churchill, P.E.

Title: Principal

Phone Number: 252-752-4135

E-Mail Address: gchurchill@riversandassociates.com

MEI Project No. G22109.0  
State Project No. AIA-D-ARP-0132

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 17, 2022 ("Effective Date") between the Town of River Bend, North Carolina ("Owner") and Municipal Engineering, Inc. (MEI) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Water System Asset Inventory and Assessment (AIA) ("Project").**

### **Project Description**

The Town of River Bend was awarded a \$150,000 water system Asset Inventory and Assessment (AIA) Grant from the NCDEQ Division of Water Infrastructure. The town will use these funds to develop a hydraulic model of its water system, update portions of its water system GIS mapping system and develop water system improvement projects for inclusion in the town's Asset Management Plan and CIP.

The ENGINEER'S **Scope of Services** under this Agreement are generally identified as follows:

### **1. Project Management**

Project Management is estimated to span twenty-four (24) months to be completed by the ENGINEER as follows:

- a) Project Scoping and Contract Preparation
- b) One (1) Project Kick-Off Meeting with OWNER
- c) Maintain a project filing system to document and retain project records
- d) Maintain project costs accounting system
- e) Review monthly budgets and invoices for engineering services to oversee and document project progress
- f) Arrange and participate in two (2) project status meetings with OWNER to review progress, budget and schedule and exchange ideas and information. Meetings will be held in-person at Town offices or via online virtual meeting.
- g) Prepare and distribute project status meeting minutes to include a record of decisions made and actions assigned.

### **2. GIS Asset Inventor and Mapping**

- a) The ENGINEER shall provide services to inventory and map the water infrastructure assets utilizing GPS/GIS based mapping technology including inventory location of pipes, valves, hydrants, water meters, pump stations,

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major treatment facility structures, materials, asset features, age, etc. and provide connectivity and GIS mapping for water system assets in ESRI ArcGIS format. Inventory includes approximately 19 miles of distribution lines and appurtenances (valves, hydrants, meters, vaults), 3 wells, 2 treatment plants, and 2 elevated storage tanks.

- b) Prior to initial GPS/GIS fieldwork, ENGINEER shall review and compile existing systems maps, as-built drawings and other data sources to identify gaps in data, assist in the asset inventory and to obtain relevant and missing data.
- c) The ENGINEER is responsible for locating only those above or below ground assets that are visible, readily accessed and safe to enter. It is not the responsibility of the ENGINEER to expose any valves, meters, vaults, or any other water system assets that are covered, paved over or for any reason, inaccessible or unsafe to enter. If such cases arise, the ENGINEER will coordinate with the OWNER to have these assets uncovered or exposed, at the OWNER's expense, so that they may be inventoried and mapped. ***MEI personnel are not certified for confined space entry and will not enter any environment considered hazardous or a confined space.***

## **2. Water System Hydraulic Model**

The consultant will utilize existing GIS system maps, plans, specifications, past water construction projects; interview town staff, and other additional information available for the completion of water system hydraulic modeling.

The Consultant shall perform field investigation to verify the available data and shall collect additional data necessary for the hydraulic models. The data shall include, but not be limited to, pump station capacities, pump curves, water storage tank volumes, pressure relief valve capacities and settings, elevations, water demands including average daily flow (ADF) and peak flows for the major water users within the system.

After records review and field investigation, the Consultant shall develop a water system hydraulic model. The Model shall include, but not be limited to, the following attributes:

- Line lengths
- Line diameters
- Friction factors of pipes
- Node elevations
- Representative demands at each node
- Water storage characteristics & elevations
- Any major Control valves
- All pumping stations characteristics in the water system

The Model shall be calibrated to observe the current field conditions. Field calibration measurements shall be conducted at key locations to provide accurate calibration. If required, the town will perform some fire flow tests for calibration which shall be



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provided to the Consultant. Hazen-Williams C-Factors shall be assigned based on relative historical values and calibration changes shall be made to the model values on a global basis. Once the base model is calibrated, the Consultant shall perform the following:

- Steady-state analyses of the water distribution system with pumps and tanks under average daily demand and maximum daily demand.
- Extended Period Simulation analyses of the water distribution system based on the average, daily operating conditions and parameters.
- Water Quality analyses on the water system to determine how the system will behave under extreme conditions and if high water age is a potential problem for the system.

At the completion of modeling, the consultant shall prepare a summary report. Shortcomings in flow, pressure, head loss, and water quality shall be noted in the report based on a criterion supplied by the Town or developed in coordination with the Consultant. A plan shall be developed prioritizing recommended enhancements for future improvements.

1. Replacing old cast iron lines, making recommendations for replacement sizes.
2. Completing system loops to provide proper system backbone, residual disinfection, and elimination of maintenance problems caused by dead ends.
3. Addition/replacement of water lines where flow and pressure deficiencies, known areas of chronic discolored water calls and main breaks are identified.
4. Correcting inadequate system pressures and flow to meet AWWA standards.
5. Analysis of existing storage and system capacity.

### **3. Desktop Condition Assessment**

The ENGINEER will conduct a desktop condition assessment of the water distribution system to identify existing and future critical needs. Town operations and maintenance staff, administration and financial staff along with the town's engineers will work together to identify and plan critical capital projects necessary to protect and maintain the water system and meet existing and future demands. Information gathered through this assessment, along with information gathered from the proposed water system model, will be used to prioritize and develop capital improvement projects. ***Note: The OWNER shall be responsible for providing and compiling all in-house documentation (leak/repair reports, O&M records, hydrant flow tests, customer complaints, etc.) requested by the ENGINEER and necessary to perform the desktop condition assessments.***

### **4. Capital Improvement Planning**

Based on results from the desktop condition assessment and the water system model, the ENGINEER will assist the OWNER in identifying and developing projects for

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inclusion into the Town's 10-year Capital Improvements Plan (CIP). The ENGINEER will assist the OWNER in creating and adopting the actual CIP document and inclusion of recommended projects into the CIP. The following criteria will be provided to the OWNER for each potential CIP Project:

- Description of Project
- Need for Project
- Year Needed
- Estimated Project Costs
- Potential Funding Sources

**5. Grant/Loan Administration**

- a) The ENGINEER shall assist the OWNER with reimbursement/disbursement requests and submitting deliverables as required by the funding agency. The ENGINEER has budgeted for the preparation and submittal of six (6) reimbursement requests.
- b) Preparation and submittal of the AIA Preliminary Project Scope to the NCDEQ/DWI.
- c) One (1) meeting with the Town Board at the close of the project to present project deliverables and provide an overview of the tasks and accomplishments of the AIA grant project for acceptance by the Town board.
- d) Grant/loan close-out activities.

Owner and Engineer further agree as follows:

**1.01 *Basic Agreement and Period of Service***

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within twenty-four (24) months of the date specified in the State's Grant Offer & Acceptance letter to the OWNER for Project No. AIA-D-ARP-0132.

**2.01 *Payment Procedures***

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner,

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suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the

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status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

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- C. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- D. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

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- G. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Phase/Description	Basis	Fee
Project Management (Task .1)	LS	\$ 10,000.00
GIS Mapping System Updates (Task .2)	LS	70,000.00
Water System Hydraulic Model (Task .3)	LS	50,000.00
Water System Desktop Assessment (Task .4)	LS	10,000.00
CIP Project Planning (Task .5)	LS	5,000.00
Grant Administration (Task .6)	LS	5,000.00
<b>TOTAL ENGINEERING SERVICES FEE</b>		<b>\$ 150,000.00</b>

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, including services resulting from changes in the defined "Scope of Services", extent or character of the Project, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

MEI Project No. G22109.0  
State Project No. AIA-D-ARP-0132

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of River Bend, North Carolina

By: 

Print Name: John Kirkland

Title: Mayor

Date Signed: 11/21/22

ENGINEER: Municipal Engineering, Inc.

By: 

Print Name: Travis L. Woodie

Title: COO/CFO

Date Signed: November 8, 2022

Engineer License or Firm's Certificate  
Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Town of River Bend

45 Shoreline Drive

River Bend, NC 28562

Attn: Delane Jackson, Town Manager

Address for giving notices:


Municipal Engineering, Inc.

68 Shipwash Drive

Garner, NC 27529

Attn: Gary M. Flowers, PE

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

  
Finance Officer

11/21/22  
Date



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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 17, 2022.

**Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

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

**MUNICIPAL ENGINEERING, Inc.**  
**N.C. Engineering & Surveying License No. F-0812**  
**N.C. Geologist License No. C-586**

**STANDARD HOURLY RATE SCHEDULE**

*Effective January 2022*

Sr. Principal Engineer	\$205.00 per hour
Sr. Project Engineer	\$165.00 per hour
Principal Project Manager	\$165.00 per hour
Professional Geologist	\$165.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$155.00 per hour
Funding Administrator	\$100.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$ 90.00 per hour
Environmental Specialist	\$ 85.00 per hour
Lead Senior Designer	\$ 95.00 per hour
Senior Designer	\$ 90.00 per hour
Design Technician	\$ 85.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$135.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%

**No Charge for Mileage or Phone Calls**



MEI Project No. G22110.0  
State Project No. AIA-W-ARP-0131

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 17, 2022 ("Effective Date") between the Town of River Bend, North Carolina ("Owner") and Municipal Engineering, Inc. (MEI) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Sewer System Asset Inventory and Assessment (AIA) Program  
State No. AIA-W-ARP-0131 ("Project").**

### **Project Description**

The Town of River Bend wastewater collection system consists of approximately 11 miles of gravity sewer, 5 miles of force main, and 8 duplex pump stations. The collected wastewater is metered and flows to the town's Wastewater Treatment Plant (NC0030406) for ultimate treatment and discharge into the Trent River. The WWTP has a permitted capacity of 0.330 MGD. *Assessment of the Wastewater Treatment Plant is outside the scope of this project.* The town was recently awarded an Asset Inventory and Assessment (AIA) grant from the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) to fund this project.

The purpose of the Sanitary Sewer System Asset Inventory and Assessment program is to develop a sanitary sewer system AIA program that will implement condition assessment and asset inventory management practices and procedures to ensure the long-term sustainability of the wastewater system. By performing conditions assessments and having a current inventory of wastewater assets, the Town of River Bend will be able to make informed, cost-effective decisions regarding system improvements and the operations and maintenance of the wastewater collection system which will minimize the total costs of owning and operating those assets while also delivering the best service and appropriate rates to its customers.

Engineer's Scope of Services under this Agreement are generally identified as follows

The ENGINEER proposes to provide the following Tasks:

### **1. Project Management**

Project Management is estimated to span Twenty Four (24) months to be completed by the ENGINEER as follows:

- a) Project Scoping and Contract Preparation
- b) Project Kick-Off Meeting with OWNER
- c) Maintain a project filing system to document and retain project records

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- d) Maintain project costs accounting system
- e) Review monthly budgets and invoices for engineering services to oversee and document project progress
- f) Arrange and participate in one (1) project status meeting with OWNER to review progress, budget and schedule and exchange ideas and information. Meeting will be held in-person or via online virtual meeting.
- g) Prepare and distribute project meeting minutes to include a record of decisions made and actions assigned.
- h) Provide coordination and administration of any sub-consultants.

## **2. GIS Asset Inventory and Mapping**

- a) The ENGINEER shall provide services to inventory and map the wastewater infrastructure assets utilizing GPS/GIS based mapping technology including inventory location of pipes, manholes (w/inverts), pump stations, and sewer clean-outs, materials, asset features, age, etc. and provide connectivity and GIS mapping for sewer system assets in ESRI ArcGIS format. Inventory includes approximately 11 miles of gravity sewer, 5 miles of force main, and 8 duplex pump stations.
- b) Prior to initial GPS/GIS fieldwork, ENGINEER shall review and compile existing systems maps, as-built drawings, consult with O&M personnel or other town staff that may have knowledge of the system components and locations and other data sources to identify gaps in data, assist in the asset inventory and to obtain relevant and missing data.
- c) The ENGINEER is responsible for locating only those above or below ground assets that are visible, readily accessed and safe to enter. It is not the responsibility of the ENGINEER to expose any manholes, service clean-outs, valves, dry-pits, vaults, or any other wastewater system assets that are covered, paved over or for any reason, inaccessible or unsafe for MEI personnel to enter. If such cases arise, the ENGINEER will coordinate with the OWNER to have these assets uncovered or exposed, at the OWNER's expense, so that they may be inventoried and mapped. ***MEI personnel are not certified for confined space entry and will not enter any environment considered hazardous or a confined space.***
- d) The ENGINEER shall deliver to the OWNER one (1) digital copy (PDF format) and two (2) hard copies of all mapping deliverables which shall consist of an overall system map (36"x 24" size) and indexed map book(s) (11"x 17" sized) showing enlarged sections of the system based on an indexed grid system.

## **3. Sewer System Condition Assessment**

- a) The ENGINEER shall provide services to perform a condition assessment of select segments of the wastewater collection system (segments and final quantities TBD by Owner and Engineer) including smoke testing and cleaning/CCTV inspection of approximately 12,000± linear feet of gravity sewers and Level 2 inspection of approximately 30 manholes. All inspections shall be performed in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) guidelines.
- b) Assist the OWNER with procurement of service providers utilizing tools such as smoke testing and CCTV video inspection of lines and manholes to inspect and assess condition.

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State Project No. AIA-W-ARP-0131

- c) Prepare and administer sub-consultant agreement for smoke testing, CCTV pipeline and manhole condition assessment services.
- d) Project deliverables shall include smoke testing reports (w/GIS database/coordinates) and photos, manhole inspection reports and photos (MACP compliant) and copies of all CCTV inspection videos. Deliverables shall be provided in electronic format on either a DVD or USB thumb drive.

#### **4. Capital Improvement Project Planning**

Based on results from the condition assessment the ENGINEER will assist the OWNER in identifying and developing projects for inclusion into the Town's 10-year Capital Improvements Plan (CIP). The ENGINEER will assist the OWNER in creating and adopting the actual CIP document and inclusion of recommended projects into the CIP. The following criteria will be provided to the OWNER for each potential CIP Project:

- Description of Project
- Need for Project
- Year Needed
- Estimated Project Costs
- Potential Funding Sources

#### **5. Grant Administration**

- a) Preparation and submittal of Preliminary Project Scope to the Division of Water Infrastructure
- b) The ENGINEER shall assist the OWNER with reimbursement/disbursement requests and submitting deliverables as required by the funding agency. The ENGINEER has budgeted for the preparation and submittal of six (6) reimbursement requests.
- c) Attend one (1) meeting with the Town Board at the close of the project, to present any project deliverables and provide an overview of the tasks and accomplishments of the AIA grant project for acceptance by the Town board.
- d) Prepare and present a PowerPoint presentation and written Executive Summary to the town board summarizing the project expectations, goals and accomplishments.
- e) Prepare and submit all Grant/loan close-out documents to the NC division of Water Infrastructure for final reimbursement to the town.

Owner and Engineer further agree as follows:

##### **1.01 *Basic Agreement and Period of Service***

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within two years (24 months) of the date specified in the State's Grant Offer & Acceptance letter to the Owner. for Project No. AIA-W-ARP-0131.

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State Project No. AIA-W-ARP-0131

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such

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documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- E. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- F. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

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

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7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Task	Phase/Description	Basis	Fee
.1	Project Management	LS	\$ 10,000.00
.2	GIS Asset Inventory and Mapping	LS	70,000.00
.3	CCTV Condition Assessment/Smoke Testing	LS	60,000.00
.4	Capital Improvement Project Planning	LS	5,000.00
.5	Grant Administration	LS	5,000.00
<b>TOTAL ENGINEERING SERVICES FEE</b>			<b>\$ 150,000.00</b>

*LS: Lump Sum*

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of River Bend, North Carolina

By: 

Print Name: John Kirkland

Title: Mayor

Date Signed: 11/21/22

Address for giving notices:

Town of River Bend

45 Shoreline Drive

River Bend, NC 28562

Attn: Delane Jackson, Town Manager

ENGINEER: Municipal Engineering, Inc.

By: 

Print Name: Travis L. Woodie

Title: COO/CFO

Date Signed: November 8, 2022

Engineer License or Firm's Certificate  
Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Municipal Engineering, Inc.

68 Shipwash Drive

Garner, NC 27529

Attn: Gary M. Flowers, PE

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



Finance Officer

11/21/22  
Date



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 17, 2023.

### **Engineer's Standard Hourly Rates**

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**A. Standard Hourly Rates:**

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

**B. Schedule of Hourly Rates:**

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

#### **STANDARD HOURLY RATE SCHEDULE**

*Effective January 2022*

Sr. Principal Engineer	\$205.00 per hour
Sr. Project Engineer	\$165.00 per hour
Principal Project Manager	\$165.00 per hour
Professional Geologist	\$165.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$155.00 per hour
Funding Administrator	\$100.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$ 90.00 per hour
Environmental Specialist	\$ 85.00 per hour
Lead Senior Designer	\$ 95.00 per hour
Senior Designer	\$ 90.00 per hour
Design Technician	\$ 85.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$135.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%
No Charge for Mileage or Phone Calls	

## AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWN OF RIVER BEND

BE IT ORDAINED by the Town Council of the Town of River Bend that the Town Code of Ordinances, Title XV, Land Usage, Chapter 15.02, Zoning, be amended by making the following changes to the following sections:

### I. § 15.02.020 DEFINITIONS.

*TOURIST HOME.* A residential or commercial structure wherein rooms or the entire structure are rented to provide overnight accommodations or rental terms of less than thirty (30) days for transient guests.

### II. § 15.02.124 DISTRICT USE REGULATIONS.

For convenience in the administration of this chapter, there hereby is established and made a part of this chapter the following schedule of district use regulations.

SCHEDULE OF DISTRICT USE REGULATIONS									
KEY: P – Use permitted by right SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board Blank/Unlisted – Prohibited use									
Use	R20/ R20A	R15	PDR- SF	PDR- MF	ID	BD	BD- PD	AGR	Parking Code*
Accessory Building	P	P	P	P	SU	SU	SU	P	
Adult Day Care					P	P	P		G
Bakery, Retail						P	P		G
Financial Services						P	P		G
Barber Shop/Beauty Shop						P	P		G
Boats and Trailer Sales						SU	SU		G
Cabinet, Woodworking or Upholstery Shops						P	P		G
Child Day Care						SU			
Churches	SU	SU	SU	SU	P	SU	SU		E

SCHEDULE OF DISTRICT USE REGULATIONS									
<b>KEY:</b> P – Use permitted by right SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board Blank/Unlisted – Prohibited use									
Use	R20/ R20A	R15	PDR- SF	PDR- MF	ID	BD	BD- PD	AGR	Parking Code*
Clubs and Lounges, Private					P	SU	SU		F
Clothing Store						P	P		G
Computer Sales and Service						P	P		G
Dairy Bar and Ice Cream Parlors						P	P		G
Drug Store						P	P		F
Dry Cleaners/Drop Off/Pick Up Only						P	P		G
Dwellings, Single- Family	P	P	P	P		SU			A
Dwellings, 2-Family				P		SU			A
Dwellings, Multi- Family				P		SU			A
Fire Department Buildings	SU	SU	SU	SU	SU	SU	SU		F
Fitness Center						P	P		G
Florists/Gift Shop						P	P		G
Furniture Store						P	P		G
Golf Course	SU	SU	SU	SU	P	SU	SU		F
Grocery Store						P	P		G
Hardware Sales						P	P		G
Home Occupations	P	P	P		P				G
Tourist Home***	P	P			P	P	P		D

SCHEDULE OF DISTRICT USE REGULATIONS									
<p>KEY:  P – Use permitted by right  SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board  Blank/Unlisted – Prohibited use</p>									
Use	R20/ R20A	R15	PDR- SF	PDR- MF	ID	BD	BD- PD	AGR	Parking Code*
Jewelry and Watch Repair						P	P		G
Libraries	SU	SU	SU	SU		P	P		G
Marina						P			G
Nursing Home and Rest Home					P				G
Office for Business, Professional and Personal Services						P	P		G
Pet Shops (excluding Veterinary Services)						P	P		G
Pharmacy						P	P		G
Photo Shop/Supply						P	P		G
Police Station	SU	SU	SU	SU	SU	SU	SU		F
Public Enterprise**	SU	SU	SU	SU		SU	SU		F
Public Utility	SU	SU	SU	SU	SU	SU	SU		F
Restaurants					P	P	P		F
Schools	SU	SU	SU	SU	SU				F
Service Station						SU	SU		J
Shoe Sales and Repair						P	P		G
Sporting Goods Sales						P	P		G

SCHEDULE OF DISTRICT USE REGULATIONS									
<b>KEY:</b> P – Use permitted by right SU – Special use permitted upon approval by Board of Adjustment after recommendation of the Planning Board Blank/Unlisted – Prohibited use									
Use	R20/ R20A	R15	PDR- SF	PDR- MF	ID	BD	BD- PD	AGR	Parking Code*
Storage Rental Units/Areas						P	P		G
Travel Agency						P	P		G
Utility Tanks, Pumps, Electrical Substations & Related Services	SU	SU	SU	SU	SU	SU	SU	SU	
Wholesale and/or Retail Janitorial Sales & Services						SU	SU		F
Youth Center					P	P	P		G
*Parking code described in §15.02.080 ** As defined by G.S. § 160A-311 *** Non-conforming uses of tourist home at the time of its addition to this ordinance shall be amortized for a period of 12 months from November 17, 2022. After that date, the use must terminate if not permitted in the corresponding zone or a special use permit has not been obtained, as applicable.									

Penalty, see § 1.01.999

Amended 11/17/22


This Ordinance shall be in full force and effect upon its adoption

Adopted this the 17th day of November, 2022



ATTEST:

  
Kristie J. Nobles, Town Clerk

  
John R. Kirkland, Mayor