



**RIVER BEND TOWN COUNCIL
AGENDA
Regular Meeting
September 21, 2023
River Bend Town Hall – 45 Shoreline Drive
7:00 p.m.**

Pledge: Maurer

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions/Deletions to Agenda
4. Addresses to the Council
5. Public Hearings
 - A. Davis / Dow Rezoning – 403 Old Pollocksville Road

6. Consent Agenda

All items listed under this section are considered routine by the Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Approve:

*Minutes of the August 10, 2023 Work Session Meeting
Minutes of the August 17, 2023 Regular Council Meeting*

7. Town Manager's Report – Delane Jackson

Activity Reports

- A. *Monthly Police Report* by Chief Joll
- B. *Monthly Water Resources Report* by Director of Public Works Mills
- C. *Monthly Work Order Report* by Director of Public Works Mills
- D. *Monthly Zoning Report* by Assistant Zoning Administrator McCollum

Administrative Reports:

8. Planning Board – Councilman Sheffield
 - A. **VOTE** - Davis / Dow Rezoning – 403 Old Pollocksville Road
9. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
10. CAC – Councilwoman Maurer
 - A. CAC Report
 - B. **VOTE** – Median Assessment Project Funding

11. Finance – Councilman Leonard
 - A. Financial Report - Finance Director
 - B. **VOTE** – NCLM Grants Memorandum of Agreement Resolution
12. Public Safety – Councilman Weaver
 - A. Community Watch
13. Mayor’s Report – Mayor Kirkland
 - A. Constitution Week Proclamation
 - B. Fire Prevention Week Proclamation
 - C. Memorial Garden 20th Anniversary Recognition

14. Public Comment

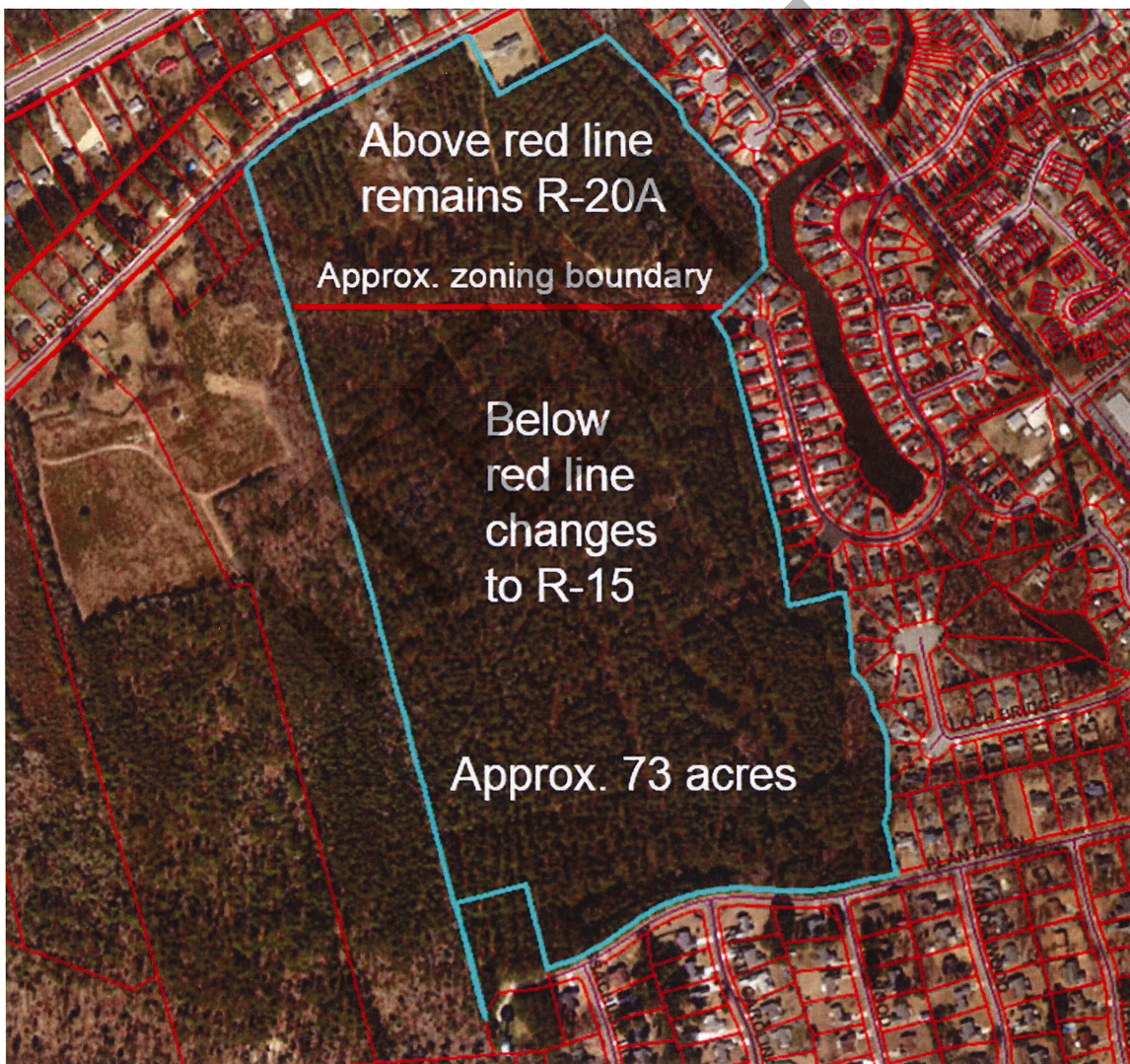
The public comment period is set aside for members of the public to offer comments to the Council. It is the time for the Council to listen to the public. It is not a Question & Answer session between the public and the Council or Staff. All comments will be directed to the Council. Each speaker may speak for up to 3 minutes. A member of staff will serve as timekeeper. A sign-up sheet is posted by the meeting room door and will be collected prior to the start of the Public Comment Period. Speakers will be called on by the Mayor in the order that they signed up. In order to provide for the maintenance of order and decorum, the Council has adopted a policy for this section of the meeting. A copy of the policy is posted by the door for your review. Please follow the policy. If you have a specific question for staff, you are encouraged to contact the Town Manager or the appropriate Department Head at another time.

15. Adjournment

ITEM 15

NOTICE OF PUBLIC HEARING

The Town Council of the Town of River Bend will conduct a public hearing to gather public comments on a proposed re-zoning request. The subject property, shown in blue below, is located at 403 Old Pollocksville Road and is identified by Craven County PIN 8-200-029. The property is currently zoned Residential 20-Agriculture (R20-A) and has been recommended by the River Bend Planning Board to have approximately 73 acres re-zoned to Residential 15 (R-15). The remaining acres will stay zoned R-20A. The public hearing will be held on September 21, 2023 at 7 p.m. at Town Hall, located at 45 Shoreline Drive, River Bend, NC. More information about the proposed re-zoning can be found on the town's web page at www.riverbendnc.org by clicking on the "Proposed Re-Zoning" tab. The public is invited to attend. The town's rules for conducting a public hearing will be followed.



Town of River Bend

Public Hearing Policy

Overview- To comply with North Carolina law, the Council is required to conduct a public hearing prior to taking action on some matters. The Council, at its discretion, may also conduct a public hearing to gather input on a matter. These are discretionary public hearings and are not required as a matter of law. The purpose of any public hearing is to give the public an opportunity to express their views, comments or opinions to the Council on the subject matter of the public hearing. It is a time for the Council to listen to the public. It is not a time for debate or a “question and answer session”. The following rules have been established to maintain order and decorum during a public hearing. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker in all public hearings.

I. Public Hearing

Public hearings are typically reserved as an item of business on the agenda for the Council’s regular session, which is currently held on the 3rd Thursday of each month. However, the Council may conduct a public hearing on any day in accordance with the advertising requirements of this policy. All public hearings shall be subject to the following guidelines:

1. Prior to the start of the hearing, persons wishing to address the Council will register on a sign-up sheet stationed by the meeting room door. Prior to beginning the hearing, the Mayor will collect the sign-up sheet and recognize speakers in the order that they registered. Once the list has been collected by the Mayor, no names will be added to it. Speakers will address the Council from the lectern and will be asked to state their name and physical address for the record prior to speaking.
2. Each speaker shall be limited to a maximum time of three (3) minutes. Each speaker will only be allowed to speak once during the hearing. A staff member shall serve as timekeeper and will promptly announce when the speaker’s time has expired.
3. No time may be yielded or transferred from one speaker to another. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.
4. The hearing is not intended to require the Council and/or any staff to answer any impromptu questions. The Council will not take action on a new item originally presented during the hearing, which is not related to the subject matter of the public hearing. Upon completion of the hearing and when appropriate, the Council may refer inquires made during the hearing to the Town Manager or an appropriate staff member. If necessary, the item may be added to the agenda of a future meeting, thereby providing the staff an opportunity to research the item and provide data to the Council for consideration and review.

5. Speakers are asked to address comments to the entire Council as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the hearing.

6. Speakers who have prepared written remarks are encouraged to leave a copy of such remarks with the Town Clerk. Speakers who have materials that they want distributed to the Council related to the item they plan to discuss during the hearing, shall provide eight (8) copies of those documents to the Town Clerk prior to the start of the hearing. The Clerk shall distribute the copies to the Council, Attorney, and Town Manager and retain one copy for the record.

7. Speakers shall be courteous in their language and presentation. Profanity or other inappropriate language or gestures will not be tolerated. The audience shall be courteous and quiet during the public hearing. Only one person at a time will be allowed to speak and that person will be the speaker who has been invited to the lectern.

8. In order to provide for the maintenance of order and decorum in the conduct of the hearing, the Mayor or presiding member may declare "out-of-order" any person(s) who fails to comply with this policy. The Mayor or presiding member shall caution any such person(s) to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the person(s) from the meeting.

9. Any public hearing required by NCGS shall be advertised in accordance with all applicable requirements. Discretionary public hearings shall be advertised on the town's bulletin board and on the town's web page with the first notice being no less than 10 days and no more than 25 days prior to the date of the hearing. The day of the public hearing shall be counted as a day in the calculation of days.

10. Public Hearings may generate widespread interests and participation. The North Carolina Building Code sets maximum occupancy limits for all public buildings. Additionally, during a state of emergency or a public health crisis, such as a pandemic, room occupancy may be even more limited. These occupancy limits shall be strictly adhered to. This may prohibit all interested parties from participating in the public hearing. On occasions when the occupancy of the room is at its maximum, those people who have spoken will be encouraged to exit the room and allow other speakers to enter the room.

- Adopted December 14, 2017
- Amended April 14, 2022

**River Bend Town Council
Work Session Minutes
August 10, 2023
Town Hall
7:00 p.m.**

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

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Town Attorney: Ross Hardeman

Members of the Public Present: 32

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 10, 2023, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

Message from David Bone, Executive Director – Eastern Carolina Council of Government

The Manager introduced David Bone from the Eastern Carolina Council of Government (ECCOG). Mr. Bone gave a presentation of the available resources that the ECCOG offers and upcoming events. He also expressed gratitude to Patty Leonard who is the Town's appointed representative to the ECCOG.

Discussion – CAC's Plantation Median Recommendations

Councilwoman Maurer stated that the CAC has been working on the median project for over a year. She stated that there are some landscaping issues including dangerous, sick trees and shrubbery that need to be reviewed. She stated that Tom Glasgow has submitted his recommendation. At this time, Councilman Weaver stated that he did not want to remove the medians, but to correct the problem trees and shrubbery. Councilman Leonard agreed and stated that there is no money in the current years budget for this project.

VOTE – CAC's Median Recommendation

Councilman Sheffield motioned to instruct the Town Manager to investigate the cost of having an arborist exam trees on Plantation Drive and Anchor Way. The motion carried unanimously.

At this time the Mayor called for a 2 minute recess.

Discussion – Renew Water Shortage Response Plan

The Manager stated that the Town is required to have a Water Shortage Response Plan, which outlines what is done during a drought or any other condition that limits the Town's water availability. He stated that this plan has to be renewed every 5 years as required by NCDEQ.

VOTE – Renew Water Shortage Response Plan Resolution

Councilman Sheffield motioned to approve the Water Shortage Response Plan Resolution as presented. The motion carried unanimously. (see attached)

VOTE – 2022 Craven County Tax Settlement

Councilman Leonard motioned to approve the 2022 tax settlement from Craven County as presented. The motion carried unanimously.

Discussion – Draft Advisory Board Ordinance Amendment

Councilman Leonard stated that when the Council revised the Advisory Board Ordinance, they did not address the role of the Council Liaison. He stated that most Council members start as Advisory Board members. He stated that there is not anything in the ordinance to prevent Council members from serving on the Advisory Boards. He stated he felt it was a conflict of interest with the Council appointing Advisory Board members and also serving on Advisory Boards.

VOTE – Draft Advisory Board Ordinance Appointments

Councilman Leonard motioned to approve the proposed language in the Advisory Board Ordinance as presented. The motion carried unanimously.

Discussion – Advisory Board Appointments

The Manager stated that there are vacancies on the Advisory Boards and there are three applications in the agenda package that Advisory Boards have recommended. Councilwoman Maurer stated that there are several applicants that have also applied for the Council vacancy. She stated she recommends postponing the Advisory Board appointments until the Council vacancy has been filled. The Council agreed to postpone any Advisory Board appointments until the Council vacancy has been filled.

Discussion – Red Caboose Library Contract

The Mayor introduced Ross Hardeman who is representing the Town Attorney during his absence. Mr. Hardeman stated that he and David Baxter have reviewed and approved the language in the contract for the Red Caboose Community Library and the Town of River Bend. Councilman Leonard asked if the Red Caboose Library was ready to execute the contract and Mrs. Gloria Kelly (vice chair for Red Caboose Library) stated there was one question. She inquired about the payment (item 2.2 of the contract) in the amount of \$5,000 over a 12-month period, with the fiscal year already two months in. The Attorney stated that the contract could be reworded to allow payments over 10 months' time and starting the following year, it would be a 12-month period. The Council agreed.

Discussion – Planning Board's Rezoning Recommendation for 403 Old Pollocksville Road

Councilman Sheffield stated that the Planning Board has received a rezoning request from Robert Davis, the property owner, to rezone a portion of the property from R-20A to R-15. He stated that the Planning Board recommends this request and has sent it to the Council. The Manager stated that a Public Hearing is needed and requires advertising.

VOTE – Public Hearing for 403 Old Pollocksville Road

Councilman Sheffield motioned to schedule a Public Hearing for rezoning of 403 Old Pollocksville Road at the regular Council meeting in September after the new council person has been seated. The motion carried unanimously.

Discussion – Conditional Zoning Ordinance

Councilman Weaver stated that Conditional Zoning was tabled at a previous meeting, but he thinks it needs to be readdressed. He stated that he felt this would be a good tool for the Town to have. The Manager stated that the latest drafted ordinance is included in the agenda package. After a discussion the Council agreed to vote on the language within the ordinance at the August 17, 2023, meeting.

REVIEW – Agenda for the August 17, 2023 Council Meeting

The Council reviewed the agenda for the August 17, 2023, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 8:11 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk

ITEM 6

**TOWN OF RIVER BEND RESOLUTION
APPROVING WATER SHORTAGE RESPONSE PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Town of River Bend has been developed and submitted to the Town Council for approval; and


WHEREAS, the Town Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for River Bend, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Town of River Bend that the Water Shortage Response Plan entitled, River Bend Water Shortage Response Plan dated August 10, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

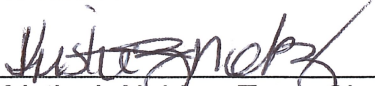
Adopted this the 10th day of August 2023 at River Bend, North Carolina.





John R. Kirkland, Mayor

ATTEST:



Kristie J. Nobles, Town Clerk, CMC

**River Bend Town Council
Regular Meeting Minutes
August 17, 2023
Town Hall
7:00 p.m.**

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

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

Members of the Public Present: 44

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 17, 2023, at the River Bend Town Hall with a quorum present.

VOTE – APPROVAL OF AGENDA

Councilwoman Maurer motioned to adopt the agenda as presented. The motion carried unanimously.

ADDRESSES TO COUNCIL

Helmut Weiser – 115 Anchor Way- Spoke about to the CAC Median Project. He stated that he felt that a certified arborist would need to determine which trees need maintenance and which ones need to be removed.

INTERVIEW OF APPLICANTS FOR COUNCIL VACANCY

The Mayor thanked those who applied for this vacancy and for their willingness to serve. He said the applicants had drawn numbers prior to the meeting to determine the order in which they would address the Council. Each applicant would be given two minutes to address the Council, after which each Council member would be permitted two questions to the applicant. The applicants are Lisa Benton, Steve Bokor, Jon Hall, and Micheal Repenning.

The process then began with each candidate, in turn, addressing the Council about their experience and skills, followed by questions from the Council members. After all applicants had spoken, the Mayor again thanked them and reminded the Council that they will make their final decision at the work session meeting on September 14, 2023.

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 July 20, 2023 Regular Council Meeting

ADMINISTRATIVE REPORTS

PARKS & RECREATION – COUNCILMAN WEAVER

Red Caboose Library (RCL)

Councilman Weaver stated that the Council has been reviewing the proposed contract with the Red Caboose Community Library for a few months now.

VOTE– Red Caboose Community Library Contract

Councilman Weaver motioned to approve the contract with the Red Caboose Community Library as presented. The motion carried unanimously. (see attached)

CAC – COUNCILWOMAN MAURER

Councilwoman Maurer presented the following report.

The CAC did not meet in July. The major news is the Council discussion of the Plantation median report and recommendations for the next step. This is not news to the Council members but is written for River Bend residents. After more than a year of research and planning and two presentations to the Council, it was tie for the Council to decide what to do. The members of Council voted “*we instruct the manager to investigate the cost of having an arborist examine trees on Plantation median and make recommendations and Anchor Way.*” One applicant has been recommended for appointment to the board. The Council will vote on the application in September. The next meeting is scheduled for September 20, 2023 at 4 pm in the Municipal Building.

FINANCE – COUNCILMAN LEONARD

Financial Report – Finance Director, Mandy Gilbert, presented to the Council the financial statement for the month of July. She stated the total of the Town’s Cash and Investments as of July 31, 2023, were \$3,247,538 and Ad valorem tax collections for FY23-24 were \$0 and Vehicle Ad valorem tax collections were \$0.

ENVIRONMENTAL AND WATERWAYS – COUNCILMAN LEONARD

Councilman Leonard presented the following report.

Chairman Ackiss opened the meeting at 7 PM, all members were present. The minutes of the meeting June 5th 2023 meeting were approved. Councilman Leonard gave a council update. Old business: Alligators; Ray Jakilsch gave a report stating alligators are protected and are not to be disturbed. If there is a problem with one, call NCDNR. Bulkheads: Need to follow up with manager and complete the survey. New business: Election of officers: Chair Paige Ackiss, Vice chair Jon Hall, Secretary Patty Leonard. Discussion on drainage areas in town, most were already addressed by meeting time. National Night Out: EWAB will have a table and information available. NNO is October 5th 2023. Volunteer Hours: 18 Next meeting: October 2nd, 2023 at 7 PM in the small conference room in the municipal building.

Discussion – Advisory Board Ordinance Amendment

The Manager stated that the draft ordinance was in the agenda package with a few minor changes. Councilman Weaver asked the Town Attorney if the language in 3.05.070 B – “The Town Council may give preference to minority applicants in order to promote diversity when selecting the membership of the committee” is required. The Town Attorney stated that it is not required to be in the ordinance. All of the Council agreed to remove that language in its entirety.

VOTE – Advisory Board Ordinance Amendments

Councilman Leonard motioned to adopt the changes as presented to the Advisory Board Ordinance and remove section (B) in 3.05.070. The motion carried unanimously. (see attached)

PLANNING BOARD – COUNCILMAN SHEFFIELD

Councilman Sheffield presented the following report.

The regular meeting of the River Bend Planning Board was held on August 3rd at 6:00pm in the Community Building. A quorum was present as were several interested citizens. Chairman Lippert called the meeting to order. The usual reports were given. An invitation was made for visitors to address the board. There were some comments. The board then voted to approve a Consistency statement related to the previous recommendation in favor of a re-zoning request by Jay Ammon for parcel 8-206-083. The next item on the agenda was the election of officers. Councilman Sheffield temporarily assumed chairmanship of the board. Egon Lippert was nominated for chairman. Mr. Lippert made it abundantly clear that he would welcome any other nominations. There were none. Mr. Lippert was re-elected unanimously. Robert Kohn was nominated for vice-chairman and was also unanimously re-elected. Allison McCollum was re-elected secretary. Chairman Lippert re-assumed the duties of chairman. Under new business the board took up a re-zoning request for the property known as 403 Old Pollocksville Rd. by Robert Davis and Kimberly Dow. The request was to change approximately 3/5ths of the property from zone R20A to R15. Mr. Davis was present to answer questions. The town manager gave a very detailed PowerPoint presentation. He pointed out the differences in the two zonings and what would be allowed under the proposed re-zoning. He also made it very clear that a proposed site plan by Mr. Davis was entirely preliminary and that nothing would be official until all of the provisions of the town's subdivision ordinances had been met. The board voted to approve the re-zoning request and forward it to the town council for official approval. The next order of business was the filling of a vacancy on the Planning Board. Five citizens had submitted applications for the position. Four of them, Lisa Benton, Carolyn Gadwell, Jon Hall and Carina Wordham were present. Joey Routh did not attend. Each of the applicants was given five minutes to explain to the board why he or she should be selected. The board then voted by secret ballot. Carolyn Gadwell received the most votes and the board voted to recommend to the Town Council that she be selected to fill the vacancy. The meeting was adjourned. The next regular meeting is scheduled for September 7th. All Interested citizens are welcome to attend.

VOTE – Conditional Zoning Language

Councilman Sheffield motioned to approve the language of the draft Conditional Zoning Ordinance. The motion carried unanimously.

VOTE – Conditional Zoning Public Hearing

Councilman Sheffield motioned to schedule a public Hearing for the Conditional Zoning Ordinance Amendment on October 19, 2023 The motion carried unanimously.

MAYOR'S REPORT

The Mayor presented the following report.

Where do we stand on climate change and sea level rise? There is a considerable discussion printed each day on this subject. The well-defined answers to what has happened and what will happen relative to global climate will not be known until sometime in the future. Living in Eastern North Carolina we should all be concerned about the related rise in sea level as well as the other aspects of global warming. The sea level rise is supported by recorded measurements that cover more than 30 years of recorded observations from positions around the globe (Lee and Wang). The article cited here is from a NASA release of March 17, 2023. A copy of that article is linked below. It is a fact that sea level is rising based on observations made by NASA. The article also links the rise in CO₂ to the global warming that contributes to the increase of sea level. This information is important to all of us who live in the coastal plain of North Carolina. This material is not made available to alarm the reader but as an awareness that we need to follow what NASA will continue to research and publish and to monitor what action the State and Federal agencies are taking to cope with the change.

Lee, Jane, and Andrew Wang. "NASA Uses 30-Year Satellite Record to Track and Project Rising Seas." NASA, 17 Mar. 2023, www.nasa.gov/feature/jpl/nasa-uses-30-year-satellite-record-to-track-and-project-rising-seas.

PUBLIC COMMENT

No Public Comments.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The meeting adjourned at 8:36 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk

ITEM 6

NORTH CAROLINA

LIBRARY SERVICES AGREEMENT

CRAVEN COUNTY

THIS **LIBRARY SERVICES AGREEMENT**, is made and entered into this 17th day of August, 2023 by and between **TOWN OF RIVER BEND** (“Town”); and the **RED CABOOSE COMMUNITY LIBRARY** (“Library”) (hereinafter collectively “Parties”).

WITNESSETH:

WHEREAS, the Library provides certain library services and scholastic to the general community; and,

WHEREAS, Town desires to contract with the Library for the Library to provide general library services to all citizens of the Town, without charge or cost.

NOW, THEREFORE, BE IT RESOLVED that for valuable consideration, the adequacy of which is expressed acknowledged by the Parties, the Parties agree to the following terms:

ARTICLE 1

Responsibilities of Library

During the term of this Agreement, and subject to the conditions and terms contained herein, the Library agrees:

1.1 To provide all of those general library services it is currently engaged in, to the citizens and residents of the Town, at no cost, charge or expense to individual citizens and residents of the Town.

1.2 It may solicit donations from its patrons, but shall at all times make clear that such donations are completely voluntary, and that they shall not inure to the benefit of the Town itself.

1.3 Indemnify and hold the Town harmless against all expenses, liabilities and claims of every kind, including reasonable attorney’s fees, incurred by the Town arising out of the Library’s negligence or intentional acts in performing under this Agreement, as well as the negligence or intentional acts of the Library’s employees, volunteers, agents, representatives and independent contractors.

ARTICLE 2

Responsibilities of Town

During the term of this Agreement, and subject to the conditions and terms contained herein, the Town agrees:

2.1 To advertise the Library’s activities on the Town’s webpage, in a reasonable manner. Such reasonable manner shall be determined in the sole discretion of the Town Manager or his/her designee.

2.2 To pay the Library a total of five-thousand dollars per year (\$5,000), to be paid in twelve (12) equal monthly installments upon receipt of an invoice from the Library, except that in the fiscal year beginning July 1, 2023 and ending June 30, 2024, the Town agrees to pay the Library five-thousand dollars (\$5,000.00) in ten monthly installments beginning September 1, 2023.

ARTICLE 3

Term

The initial term of this Agreement shall terminate on the 30th day of June, 2024. The term of this Agreement can be renewed for subsequent one-year terms upon written consent of both Parties on the same terms provided in this Agreement. During the initial term or any subsequently renewed term of this Agreement, either party, with or without cause, may cancel this Agreement upon thirty (30) days' written notice to the other party. If either party gives notice of cancellation, said notice will not be considered a breach of this Agreement, and said notice will relieve the other party from any future performance under this Agreement.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Library and its agents shall at all times act as an independent contractor, and not as an official Town department or as employees or agents of the Town. The Library and its agents shall not have any claim under this Agreement or otherwise against the Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Miscellaneous

5.1 Entire Agreement; Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties and may not be amended or modified except by a subsequent written agreement executed by both Parties.

5.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

5.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

5.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

5.5 Headings & Duplicate Originals: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

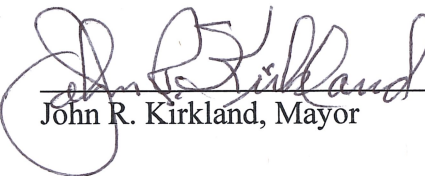
5.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.7 Governing Law; Exclusive Venue: This Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be in a court of competent jurisdiction in Craven County, North Carolina.


IN TESTIMONY WHEREOF, the Parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the Parties, the day and year first above written.



TOWN OF RIVER BEND

By:  (SEAL)
John R. Kirkland, Mayor

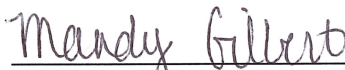
ATTEST:


Kristie J. Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY

By:  (SEAL)
Gloria Kelly, Vice President

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


Mandy Gilbert, Finance Officer
Town of River Bend

Date: 8/21/2023

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 3.05, Board and Commissions, be amended as follows:

CHAPTER 3.05: BOARDS AND COMMISSIONS

Parks and Recreation Advisory Board

- 3.05.001 Establishment
- 3.05.002 Purpose
- 3.05.003 Powers and duties
- 3.05.004 Composition and terms of office
- 3.05.005 Organization and procedures

Environment and Waterways Advisory Board

- 3.05.015 Establishment
- 3.05.016 Purpose
- 3.05.017 Powers and duties
- 3.05.018 Composition and terms of office
- 3.05.019 Organization and procedures

Planning Board

- 3.05.035 Establishment
- 3.05.036 Purpose
- 3.05.037 Powers and duties
- 3.05.038 Composition and terms of office
- 3.05.039 Organization and procedures

Community Appearance Commission

- 3.05.055 Establishment
- 3.05.056 Purpose
- 3.05.057 Powers and duties

- 3.05.058 Composition and terms of office
- 3.05.059 Organization and procedures

Advisory Board Appointments

3.05.070

Advisory Board Liaison

3.05.080

ITEM 6

PARKS AND RECREATION ADVISORY BOARD

§ 3.05.001 ESTABLISHMENT.

A Parks and Recreation Advisory Board (the Board) is hereby created and established.

§ 3.05.002 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on parks and recreation issues to include, but not be limited to, town parks and recreation areas, safety matters in town parks and recreation areas, and recreational activities in town parks and recreation areas. The Board shall work on other issues assigned by the Council or Manager

§ 3.05.003 POWERS AND DUTIES.

The Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to parks and recreation issues.
- (B) At their request, assist the Council and/or Manager in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) The Board, at its discretion and operating within its budget, may organize and administer Council and/or Manager approved parks and recreational activities and events to serve the residents of River Bend. The Board may be asked to organize special events or activities by the Council and/or Manager.

§ 3.05.004 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, to be appointed by the Council for 2-year staggered terms. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All members shall be residents of the town.

§ 3.05.005 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.

- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at all meetings. A written record of minutes of each meeting shall be kept by the Secretary or, in their absence, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 10 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 10 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

ENVIRONMENT AND WATERWAYS ADVISORY BOARD

§ 3.05.015 ESTABLISHMENT.

An Environment and Waterways Advisory Board (the Board) is hereby created and established.

§ 3.05.016 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on environmental and waterways issues and to provide recommendations on waterways and environmental issues or concerns relating to use, preservation, conservation and protection of such resources within the town. The Board shall work on other issues assigned by the Council or Manager.

§ 3.05.017 POWERS AND DUTIES.

The Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to environmental and waterway issues.
- (B) At their request, assist the Council and/or Manager in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) The Board, at its discretion and operating within its budget, may organize and administer Council and/or Manager approved projects related to environmental and waterway activities and events to serve the residents of River Bend. The Board may be asked to organize special events or activities by the Council and/or Manager.
- (F) To engage in activities to further public education and understanding of the importance of waterways and the environment to the community, and voluntary means by which these resources may be protected.

§ 3.05.018 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, to be appointed by the Council for 2-year staggered terms. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All members shall be residents of the town.

§ 3.05.019 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.

- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at all meetings. A written record of minutes of each meeting shall be kept by the Secretary or, in their absence, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 10 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 10 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

PLANNING BOARD

§ 3.05.035 ESTABLISHMENT.

A Planning Board (the Board) is hereby created and established.

§ 3.05.036 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on planning and zoning issues to include, but not be limited to, establishment or revision of districts, regulation and restriction of the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land in accordance with G.S. § 160D-109. The Board shall work on other issues assigned by the Council or Manager.

§ 3.05.037 POWERS AND DUTIES.

Pursuant to G.S. § 160D-109, the Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to planning and zoning issues.
- (B) At their request, assist the Council and/or Manager in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.

§ 3.05.038 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, six (6) being appointed by the Council for 2-year staggered terms. The seventh member shall be a citizen living in the town's extraterritorial jurisdiction (ETJ) and shall be appointed by the Craven County Commissioners in accordance with G.S. § 160D-109. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All town-appointed members shall be residents of the town.
- (C) Only the Craven County Commissioners have the authority to remove the ETJ member from the Board. Any ETJ vacancy shall be filled by the Commissioners.
- (D) All members of the Board shall have equal rights, privileges and duties with regards to all matters within the town's planning and zoning jurisdiction.

§ 3.05.039 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.
- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at all meetings. A written record of minutes of each meeting shall be kept by the Secretary or, in their absence, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 10 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 10 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.

COMMUNITY APPEARANCE COMMISSION

§ 3.05.055 ESTABLISHMENT.

A Community Appearance Commission (herein after, the Board) is hereby created and established.

§ 3.05.056 PURPOSE.

The purpose of the Board is to advise the Town Council (Council) and Manager on community appearance issues to include, but not be limited to, enhancing the appearance of the town, making recommendations for planting of trees, shrubs or other planting materials on town owned property including town right-of-ways, and any other matter that affects the overall appearance of the town. The Board shall work on other issues assigned by the Council or Manager.

§ 3.05.057 POWERS AND DUTIES.

The Board shall report to the Town Council and shall have the following powers and duties:

- (A) At the direction of the Council and/or Manager, conduct studies and make recommendations on matters relating to community appearance issues.
- (B) At the request of the Council and Manager, assist in the resolution of complaints and concerns registered by the town's citizens, governmental agencies, or other entities.
- (C) All Board reports, recommendations, or requests for actions shall be coordinated, when appropriate, with other town boards working through the Manager and Council.
- (D) Because the Board is advisory in purpose, no Board member shall make, or have the authority to make, any contractual or financial obligations or arrangements on behalf of, or for, the town.
- (E) The Board, at its discretion and operating within its budget, may organize and implement Council and/or Manager approved projects related to community appearance. The Board may be asked to conduct special projects or activities by the Council and/or Manager.

§ 3.05.058 COMPOSITION AND TERMS OF OFFICE.

- (A) There shall be seven (7) members of the Board, to be appointed by the Council for 2-year staggered terms. All members shall serve without compensation. The terms of office shall commence on July 1 and end on June 30, 2 years later, unless appointed to fill a vacancy, in which the term would begin immediately and end when the term was scheduled to end.
- (B) All members shall be residents of the town.

§ 3.05.059 ORGANIZATION AND PROCEDURES.

- (A) At the first regular meeting each year following June 30, the Board shall elect a Chair, Vice Chair and a Secretary. The Secretary need not be a member of the Board. The name and contact information for each officer shall be immediately forwarded to the Town Clerk. Any subsequent change in officers shall also be forwarded to the Town Clerk.

- (B) The Board shall set a date (Ex: 2nd Thursday of each month), time and place to conduct its regular meeting. The schedule of regular meetings for the Board shall be maintained in the Office of Town Clerk.
- (C) The Board shall hold a minimum of 4 scheduled meetings per year. Special meetings may be called by Chair, the Manager, or 2 members of the Board. All meetings of the Board shall be conducted in a public, accessible place. All meetings shall be open to the public, shall be conducted under the rules of order established by Council, and shall be in accordance with state laws, in particular, the Open Meetings Law. A written agenda shall be prepared and distributed to all Board members and the Liaison at least 48 hours prior to all meetings. Copies of the agenda shall be available to the public at the meeting. A written record of minutes of each meeting shall be kept by the Secretary or, in their absence, a designated person and shall include information on attendance, findings, recommendations, and actions taken by the Board. A draft copy of the minutes shall be provided to the Town Clerk within 10 business days of the meeting. At the next regular meeting of the Board, the draft minutes shall be presented to the Board for official acceptance. Within 10 days of adoption by the Board, a signed copy of the minutes shall be provided to the Town Clerk for retention. In accordance with applicable law, minutes of Board meetings are public record. Board minutes shall be posted on the Town's web page in a manner consistent with the process of posting Town Council minutes.
- (D) A quorum, comprised of more than half the current membership, shall be present at the meeting to take any official action required or authorized by this subchapter. Only appointed Board members are eligible to vote. The Chair is eligible to vote on all matters.
- (E) The Board may adopt by-laws, rules, and other procedures not inconsistent with the town's ordinances and laws of North Carolina, with approval by the Town Manager.
- (F) Pursuant to G.S. § 160D-109, members of appointed boards providing advice to the Town Council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (G) Any official recommendation, arising out of the Board, shall be submitted in writing to the Town Council through the Board's liaison or the Town Manager.


§ 3.05.070 APPOINTMENT/REMOVAL TO BOARD

- (A) No appointment to fill a vacancy on an Advisory Board shall be made until the vacancy has been advertised for at least 2 weeks. Applicants are encouraged to attend the Council meeting where their consideration of appointment is scheduled, whereby they will be introduced to the Council.
- (B) The following application procedure shall be followed by all applicants:
 - (1) Any person interested in appointment to an Advisory Board shall complete and submit an Advisory Board Application.

- (2) Before being considered for appointment, an applicant must have attended at least 1 meeting of the Advisory Board they request to be appointed to.
 - (3) All applications for appointment will be reviewed by the Advisory Board. The Advisory Board shall consider all applicants and submit a recommendation for appointment to the Town Council.
 - (4) The Advisory Board Liaison shall submit the appointment recommendation to the Town Council.
- (C) Advisory Board members may resign at any time for any reason. All resignations must be immediately reported in writing or via email to the Town Manager by the Chair, or Liaison. Once a member's resignation becomes effective, that member may only be considered for reappointment following the procedure described herein.
- (D) The Council may remove a Board member, at its discretion, by vote in an open meeting. A Board member who misses 3 consecutive meetings without being excused by the Board shall be considered to have resigned membership in the Board.
- (E) Council members may not serve on an Advisory Board. Upon appointment or election to the Council, an Advisory Board member shall immediately resign from the Advisory Board or be removed from the Advisory Board by a vote of the Council.


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

Adopted this the 17th day of August, 2023



John Kirkland, Mayor

ATTEST:



Kristie J. Nobles, Town Clerk



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2023

	ACTIVITIES	2023	2023	2023	% of Total Calls	% Change Last 2 Mos.
		June	July	August		
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (1)	12	6	16	0.54%	167.00%
2	ANIMAL COMPLAINTS	3	3	13	0.44%	333.00%
3	ARRESTS	1	0	0	0.00%	0.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	1	0	2	0.07%	0.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	6	7		0.00%	-100.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	22	16	33	1.11%	106.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	121	150	80	2.69%	-47.00%
8	ASSIST OTHER AGENCIES	1	3	3	0.10%	0.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	2	1	11	0.37%	1000.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	4	5	0	0.00%	-100.00%
11	DOMESTICS	2	2	3	0.10%	50.00%
12	FIRES / ALARM	1	4	3	0.10%	-25.00%
13	IDENTITY THEFT / FRAUD	0	2	2	0.07%	0.00%
14	INVOLUNTARY COMMITMENTS	1	2	1	0.03%	-50.00%
15	JUVENILE COMPLAINTS	0	0	0	0.00%	0.00%
16	LARCENIES	1	0	3	0.10%	0.00%
17	LITTERING	1	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	0	1	1	0.03%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	1	1	3	0.10%	200.00%
20	PROPERTY DAMAGE / VANDALISM	1	0	4	0.13%	0.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	2123	2208	2,736	91.87%	24.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	0	0	0	0.00%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	8	17	9	0.30%	-47.00%
26	TOWN ORDINANCE CITATIONS	4	1	1	0.03%	0.00%
27	TOWN ORDINANCE VIOLATIONS	2	8	3	0.10%	-63.00%
28	TRAFFIC ACCIDENTS	0	1	5	0.17%	400.00%
29	TRAFFIC STOPS	28	23	26	0.87%	13.00%
30	TRAFFIC COMPLAINTS-RADAR	2	5	3	0.10%	-40.00%
31	DWI	0	0	1	0.03%	0.00%
32	CHECKPOINTS	1	0	0	0.00%	0.00%
33	DRUG VIOLATIONS	0	0	1	0.03%	0.00%
34	WELFARE CHECKS	5	3	4	0.13%	33.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	3	4	3	0.10%	-25.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	2	6	7	0.24%	17.00%
37	TRESPASSING	4	1	1	0.03%	0.00%
38	OVERDOSE	0	1	0	0.00%	-100.00%
39	TOTAL	2363	2621	2978	100.00%	14.00%

Traffic Violations

- 15 State Citations
- 16 Total State Charges
- State Warnings
- 1 Town Citations
- Town Warnings

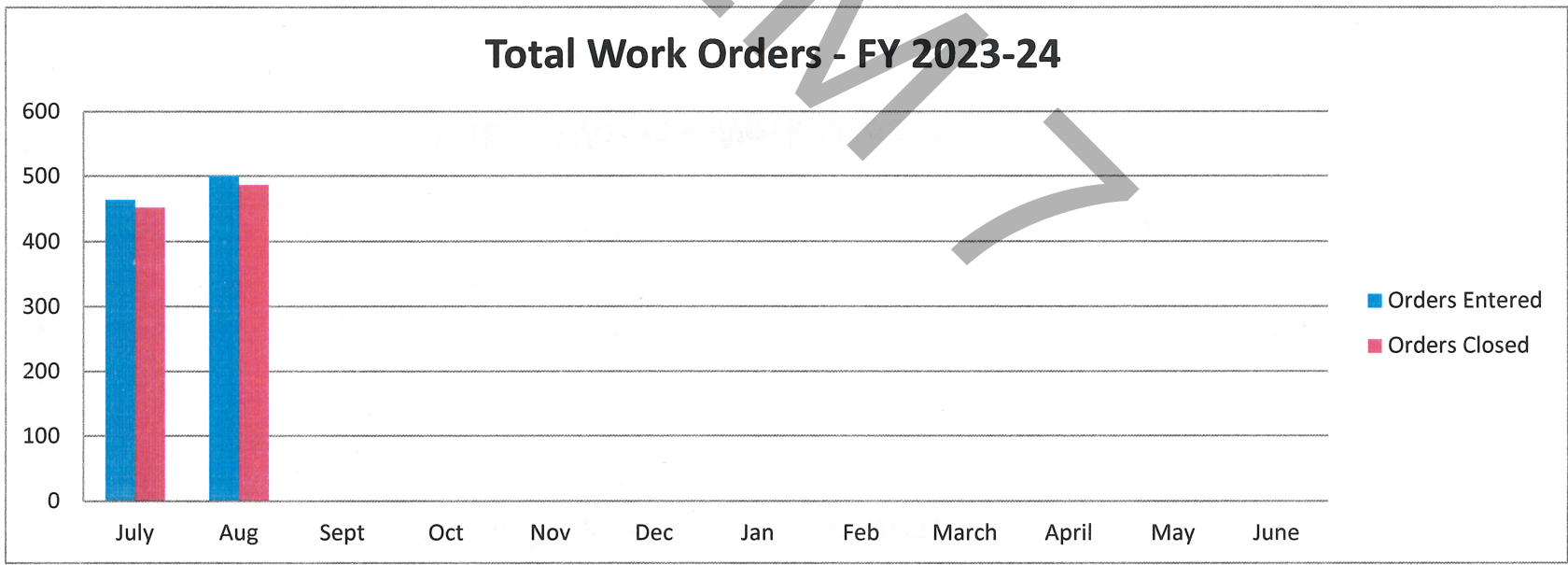
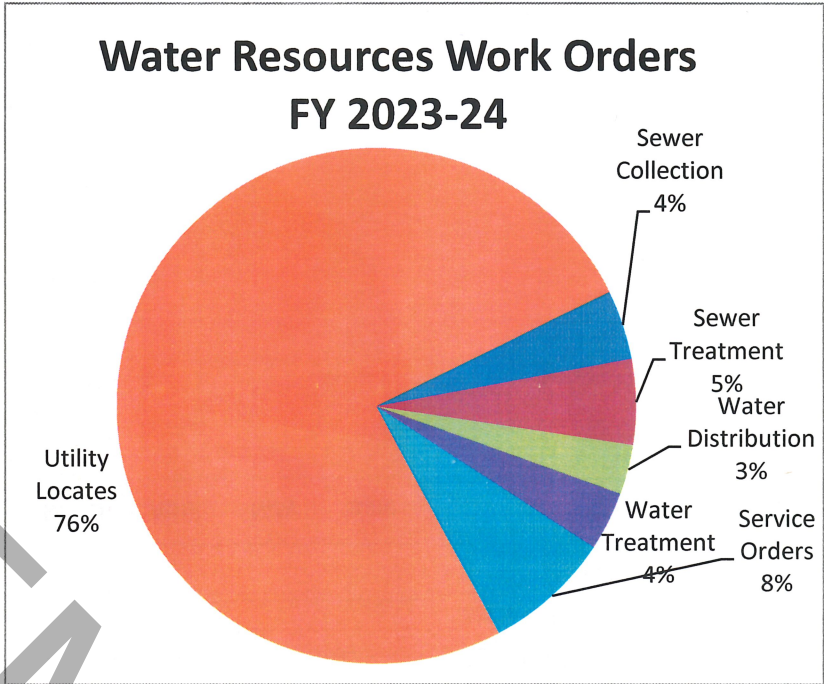
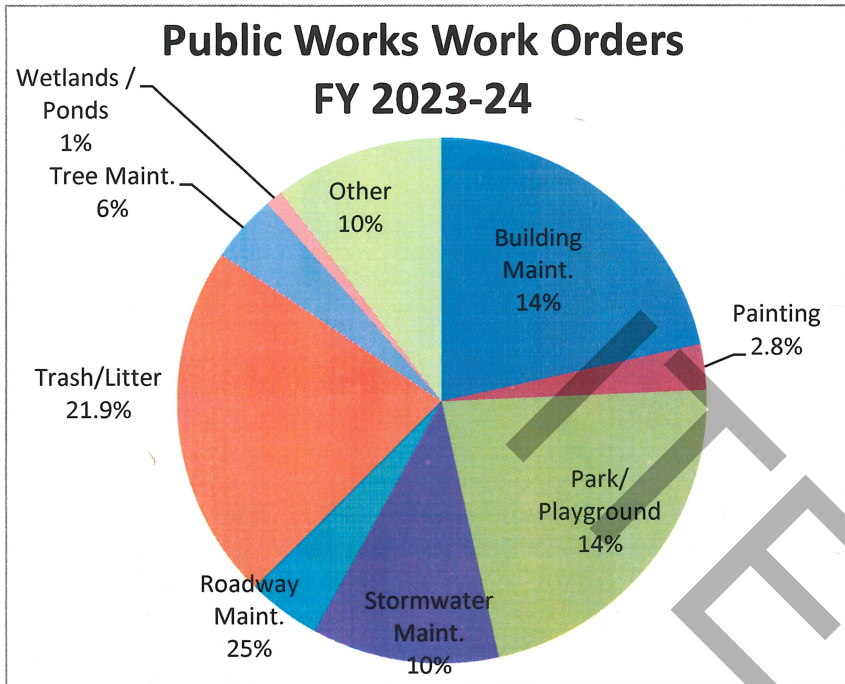
Community Watch Checks

- 132 100 Pirates
- 144 100 Plantation
- 137 200 Lakemere
- 155 200 Rockledge
- 93 Piner Estates

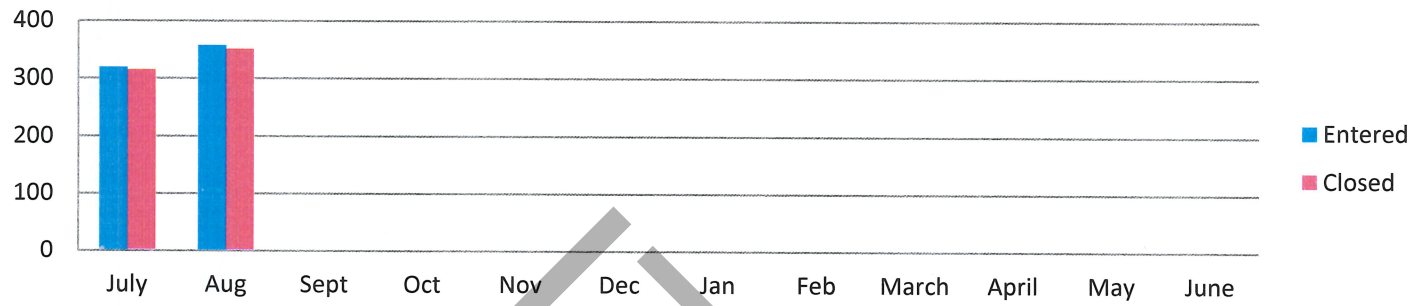
Phone Calls Answered (638-1108)

304 Incoming Calls

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



Water Resources - Work Orders



Public Works - Work Orders





TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

August 2023 Monthly Report Brandon Mills, Director of Public Works

Public Works repaired one critical issue with a storm drain. A sink hole had formed over the top of the damaged pipe. There was a hole in one of the joints that required immediate attention. We have successfully repaired the storm drain to prevent any further issues, and to ensure efficient drainage during inclement weather. We have continued to trim limbs along the roadways to prevent hazards and obstructions. There are still many areas on our list.

With the recent tropical system that flooded the roadways in the Channel Run area, we took on some inflow and infiltration into the sewer system. We have located a couple of sources for this. One had a missing cleanout cap, and the other had a manhole liner missing. Both have been repaired by our staff. In the upcoming weeks, we are planning to conduct a smoke test in our sewer system with focusing on this area first. By identifying potential leaks and sources of water, we aim to improve the efficiency of our system.

If you have any questions concerning the Water Resources/Public Works Department, please call us at 252-638-3540, Monday-Friday, 8am-4pm. After hour's water and sewer emergencies can be reported by calling Town Hall at 252-638-3870 ext.9. Follow the directions to contact the on-call duty operator. You will then be asked to enter your phone number at the sound of the tone. After entering your phone number, the automated system will inform you that your page has been sent. Please, be patient and our utility systems operator will return your call. If you do not receive a call back within ten minutes, please notify the Police Department at 252-638-1108 ext. 1, and they will get in contact with the on-call utility systems operator.



MONTHLY ZONING REPORT

MONTH YEAR

Activity	Monthly	YTD Total
Permit Applications Received	9	20
Permits Issued	9	20
Fees Collected	487.20	1467.60
Violations Noted During Weekly Patrol	10	22
Complaints Received From Citizens	1	1
Notice Of Violations Initiated *see details below	9	14
Remedial Actions Taken By Town	0	0

Detail Summary		
Address	Violation	Date Cited
312 Channel Run	Grass	9-Aug
302 Carriage House	State of disrepair	9-Aug
204 Esquire	State of disrepair	9-Aug
77 Shoreline	Grass	16-Aug
111 Stillwater	Trailer; debris	16-Aug
214 Plantation	RV	16-Aug
709 Plantation	Vehicle in grass	16-Aug
314 Lochbridge	Vehicle in grass	23-Aug
330 Lochbridge	Grass	23-Aug

TOWN OF RIVER BEND

RESOLUTION STATING THAT PROPOSED MAP AMENDMENT TO THE TOWN ZONING MAP IS IN ACCORDANCE WITH ALL OFFICIALLY ADOPTED PLANS, INCLUDING THE COMPREHENSIVE LAND USE PLAN; IS REASONABLE; AND IS IN THE PUBLIC INTEREST.

WHEREAS, the North Carolina General Assembly has given the Town of River Bend (“Town”) the authority to adopt and amend zoning and development regulation ordinances and maps for the purpose of promoting health, safety, morals, or the general welfare of its citizens; and,

WHEREAS, prior to consideration by the governing board of a proposed zoning or development ordinance amendment, N.C.G.S. § 160D-605 requires the Town Council to state whether a proposed zoning map amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable, and N.C.G.S. § 160D-605 further provides that the Town Council shall provide a statement analyzing the reasonableness of a proposed rezoning; and,

WHEREAS, the Town Council has met to consider and evaluate the proposed map amendment, which is the proposal to rezone a portion of parcel # 8-200-029 from R-20A to R-15 (“Proposed Amendment”); and

WHEREAS, the Town Council considers the Proposed Amendment to be consistent with the Town’s officially adopted plans, including any comprehensive land use plan, because it is in harmony with the above referenced land use plans and provides for the development and growth that is characteristic of Town’s existing residential development, which development and growth will provide for an increased tax base; and,

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Town Council finds that the Proposed Amendment is in accordance with all officially adopted Town plans, including any comprehensive land use plan; that the proposed amendment is reasonable and in the public interest; and is reasonable based on the size, physical conditions, and other attributes of the area proposed to be rezoned and will provide for more affordable housing options in the Town.

This Resolution is effective upon its adoption this 21th day of September, 2023

TOWN OF RIVER BEND

John R. Kirkland, Mayor

ATTEST:

Kristie Nobles, Clerk

ITEM 8

River Bend Community Organic Garden (RBCOG)

Monthly Report – September 2023

Late season vegetables were planted in mid-August and fall vegetables were planted on September 5 and 6. Total vegetable harvest as of 8/29/23 totaled 1733 pounds. Detailed harvest records are maintained for every vegetable and herb.

The beehives are healthy.

The butterfly nursery is housing dozens of swallowtail and monarch caterpillars. Over eighty butterflies have been released.

Garden volunteers performed 145 hours of work in August. Volunteers have recorded 1304 hours of work in 2023. From its inception on April 22, 2013 to December 31, 2022, volunteers logged 29,261 volunteer hours.

A workday is scheduled for Saturday, September 23 starting at 9 am.

River Bend residents are welcome to visit and tour the garden. It is open early most mornings.

ITEM 9



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

TO: ISA Licensed Arborist

FROM: Delane Jackson

RE: Median Assessment

DATE: September 13, 2023

The Town of River Bend owns a median on Plantation Drive and Anchor Way. It is approximately 1 mile in length. It is located in a residential neighborhood and currently has a mixture of trees and shrubs located in it. Recently, the town's Community Appearance Commission, a group of volunteer citizens, recommended that changes be made to improve the median. The Town wishes to hire a licensed arborist to perform an assessment of the median and make recommendations.

Our goal is to assess the overall condition of the vegetation, both trees and shrubs, in the median along Plantation Drive and Anchor Way. The town is interested in developing a median that is safe, attractive and sustainable. When considering safety, be advised that we have a variety of users including pedestrian walkers and cyclist, in addition to the vehicular traffic. To accomplish those goals for all users, we desire professional input related to the condition and location of existing plant/tree materials in the median and recommendations for new plant material for the median.

For the scope of work, we desire to receive a written report (including pictures where appropriate) which:

1. Describes the overall current condition of the vegetation in the median
2. Identifies any dangerous, diseased, unhealthy or dying trees
3. Identifies any misplaced trees (i.e. tree that are located in areas that are not large enough to support their proper/healthy growth)
4. Identifies any nonnative/invasive species that should be removed
5. Identifies and unhealthy/undesirable shrubs
6. Identifies any trimming/pruning that could be administered to trees that would make those trees safer or improve their health and thus make them desirable to keep

7. Identifies any vegetation that interferes with street lighting or safety
8. Identifies the trees/vegetation which are appropriate to maintain
9. Recommends plant/tree material to replace any that are recommended for removal or to add to the median where none currently exists
10. Makes any other recommendations that are useful in helping us accomplish the stated goal

In addition, you will need to provide a system whereby the plant materials in the median are marked for identification so that they can be easily identified in the field as the materials which were identified in the report.

You will also need to meet with Council to present your findings.

The median was recently inspected by the Craven Agriculture Extension Agent. See his report at this link.

[https://www.riverbendnc.org/sites/default/files/uploads/advisory-boards/cac -
t. glasgow presentation .pdf](https://www.riverbendnc.org/sites/default/files/uploads/advisory-boards/cac_-_t._glasgow_presentation_.pdf)

Are you interested in providing a cost proposal to complete this project?

ITEM 10

Town of River Bend



Monthly Financial Report

This monthly report is provided as an oversight/management tool for the Town Council of the Town of River Bend. For ease of reporting, and in order to be consistent with the categories used in the annual budget process, this report summarizes the revenue and expenses in each of the three operational areas of the Town. Anyone interested in more detail, or further explanation of the contents of this report, is encouraged to contact Finance Officer Mandy Gilbert.

Notes

The cash balances shown on page one are the amount of cash in each specific accounting fund. These funds are deposited in separate investment accounts. Pooled cash accounts used for operating funds but accounted for, in our internal systems, as individual accounts. Interest attributable to each account is allocated based upon the total rate of return of the account(s).

The FY Budget columns represents the original and current budget. As the fiscal year goes on and unforeseen expenses or revenues occur, we need to adjust the budget. The Council does this by formal amendment during a Council meeting. *Asterisked lines represent those budget items that have been amended since adoption.

The acronym CIF used in this report is our Capital Improvement Fund(s) for water and wastewater. These funds are, by resolution of the Town Council, reserved for expenses related to expansion of these systems, or retirement of debt. The Water CIF receives revenue in the form of annual Hydrant Fee payments.

Because this is an annual budget, it is important to note that many lines shown in this report will vary, some significantly, from month to month, and in different times of the year. In many instances, capital payments for current fiscal year projects are made early in the fiscal year and the majority of our ad valorem tax receipts occur in the middle of the fiscal year. This is another reason to maintain an adequate fund balance.

**Town of River Bend
Financial Dashboard**



Visit our web site <http://www.riverbendnc.org/finance.html> to view the Financial Dashboard. These dashboards are designed to give the user a quick overview of the status of revenues and expenditures in each of the Town's three major funds as reported in the Monthly Financial Report.

Town of River Bend
Financial Report
Fiscal Year 2023 - 2024



General Fund

	Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Budget
		Original	Current															
1	Ad Valorem Taxes	935,566	935,566	-	28,855												28,855.32	3.1%
2	Ad Valorem Taxes - Vehicle	90,000	90,000	-	9,368												9,367.70	10.4%
3	Animal Licenses	1,500	1,500	80	60												140.00	9.3%
4	Local Gov't Sales Tax	421,494	421,494	36,413	36,490												72,903.17	17.3%
5	Hold Harmless Distribution	108,195	108,195	8,203	9,920												18,123.75	16.8%
6	Solid Waste Disposal Tax	2,200	2,200	-	580												580.44	26.4%
7	Powell Bill Fund Appropriation	-	-	-	-												-	0.0%
8	Powell Bill Allocation	91,000	91,000	-	-												-	0.0%
9	Beer & Wine Tax	13,225	13,225	-	-												-	0.0%
10	Video Programming Tax	49,621	49,621	-	-												-	0.0%
11	Utilities Franchise Tax	112,169	112,169	-	-												-	0.0%
12	Telecommunications Tax	6,725	6,725	-	-												-	0.0%
13	Court Cost Fees	500	500	91	41												131.50	26.3%
14	Zoning Permits	7,000	7,000	1,655	487												2,141.80	30.6%
15	Federal Grants	-	-	-	-												-	0.0%
16	State Grants	-	-	-	-												-	0.0%
17	Federal Disaster Assistance	-	-	-	525												524.97	#DIV/0!
18	State Disaster Assistance	-	-	-	-												-	0.0%
19	Miscellaneous	15,000	15,000	1,386	777												2,163.12	14.4%
20	Insurance Settlements	-	-	-	-												-	0.0%
21	Interest - Powell Bill	50	50	-	-												-	0.0%
22	Interest - Investments	20,000	20,000	4,275	3,851												8,126.11	40.6%
23	Contributions	901	901	640	-												640.00	71.0%
24	Wildwood Storage Rents	18,144	18,144	1,630	1,682												3,311.80	18.3%
25	Rents & Concessions	18,000	18,000	1,600	1,640												3,240.00	18.0%
26	Sale of Capital Assets	3,000	3,000	-	4,601												4,601.00	153.4%
27	Sales Tax Refund Revenue	-	-	-	-												-	0.0%
28	Trans. from Capital Reserve	43,504	43,504	43,504	-												43,504.00	100.0%
29	Trans. from L.E.S.A. Fund	-	-	-	-												-	0.0%
30	Appropriated Fund Balance*	198,597	251,257	-	-												-	0.0%
Total		2,156,391	2,209,051	99,477	98,878	0	0	0	0	0	0	0	0	0	0	0	198,354.68	9.0%

*Astericked lines represent those budget items that have been amended since Original Budget adoption.
#DIV/0! indicates revenue was received, but not budgeted for this line item.



General Fund

Expenditures		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		
		Original	Current													Total	% Exp	
1	Governing Body*	65,000	50,000	7,373	(100)												7,273	14.5%
2	Administration	304,500	304,500	40,714	17,610												58,323	19.2%
3	Finance*	138,000	138,625	15,480	8,212												23,693	17.1%
4	Tax Listing	13,700	13,700	-	596												596	4.3%
5	Legal Services	24,000	24,000	3,635	-												3,635	15.1%
6	Elections	-	-	-	-												-	0.0%
7	Public Buildings*	103,600	104,500	10,776	9,310												20,086	19.2%
8	Police*	744,800	768,735	64,100	42,621												106,721	13.9%
9	Emergency Management	5,700	5,700	1,954	-												1,954	34.3%
10	Animal Control	17,100	17,100	2,040	991												3,031	17.7%
11	Street Maintenance*	232,200	272,950	5,100	2,478												7,579	2.8%
12	Public Works	189,000	189,000	18,914	13,117												32,031	16.9%
13	Leaf & Limb, Solid Waste	52,384	52,384	6,453	-												6,453	12.3%
14	Stormwater Management	47,000	47,000	3,060	1,487												4,547	9.7%
15	Waterways & Wetlands	2,900	2,900	-	-												-	0.0%
16	Planning & Zoning	57,000	57,000	5,573	3,535												9,108	16.0%
17	Recreation & Special Events	10,500	10,500	1,242	-												1,242	11.8%
18	Parks*	61,000	62,450	4,471	2,446												6,917	11.1%
19	Transfers	67,200	67,200	67,200	-												67,200	100.0%
20	Contingency	20,807	20,807	-	-												-	0.0%
Total		2,156,391	2,209,051	258,087	102,304	0	0	0	0	0	0	0	0	0	0	0	360,391	16.3%

Capital / Debt (included above)		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		
		Original	Current													Total	% Exp	
1	Capital Outlay*	220,500	263,912	-	-												-	0.0%
2	Debt Service - Principle	-	-	-	-												-	0.0%
3	Debt Service - Interest	-	-	-	-												-	0.0%

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



Water Fund

	Revenue		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Fiscal Year Budget	
	Fiscal Year Budget														FY to Date	
	Original	Current													Total	% Col
1 Base Charge	278,811	278,811	46,315	395											46,710	16.8%
2 Consumption	242,665	242,665	44,101	290											44,391	18.3%
3 Other, incl. transfers	23,060	23,060	1,806	5,373											7,179	31.1%
4 Hydrant Fee	19,764	19,764	19,947	-											19,947	100.9%
5 Appropriated Fund Bal.*	91,035	91,504	-	-											-	0.0%
Total	655,335	655,804	112,170	6,057	0	0	0	0	0	0	0	0	0	0	118,227	18.0%

	Expenses		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Fiscal Year Budget	
	Fiscal Year Budget														FY to Date	
	Original	Current													Total	% Exp
1 Admin & Finance*	491,335	491,804	47,075	22,896											69,971	14.2%
2 Supply & Treatment	86,800	86,800	6,039	925											6,964	8.0%
3 Distribution	53,700	53,700	31,109	5,069											36,178	67.4%
4 Transfers / Contingency	23,500	23,500	-	-											-	0.0%
Total	655,335	655,804	84,223	28,890	0	0	0	0	0	0	0	0	0	0	113,113	17.2%

	Capital		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Fiscal Year Budget	
	Capital (included above)														FY to Date	
	Original	Current													Total	% Exp
1 Capital Outlay*	23,000	23,469	-	-											-	0.0%

Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Water Fund		482,132	515,904	0	0	0	0	0	0	0	0	0	0
2 Water Capital Reserve Fund (CIF)		1,258	1,263	0	0	0	0	0	0	0	0	0	0

	Water Produced		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
	Limit														
1 Total Gallons			10,451,000	10,845,000											21,296,000
2 Average daily gallons		925,000*	337,129	349,839	0	0	0	0	0	0	0	0	0	0	57,247

* This is the permitted daily limit.



Sewer Fund

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Col
	1 Base Charge	296,108													296,108	49,103
2 Consumption	348,824	348,824	60,453	(25)											60,427	17.3%
3 Other, incl. transfers	15,470	15,470	2,526	3,814											6,341	41.0%
4 Appropriated Fund Bal.*	18,633	19,102	-	-											-	0.0%
Total	679,035	679,504	112,082	4,266	0	0	0	0	0	0	0	0	0	0	116,348	17.1%

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
	1 Admin & Finance*	482,735													483,204	50,772
2 Collection	64,500	64,500	5,009	9,849											14,858	23.0%
3 Treatment	128,300	128,300	14,751	3,805											18,556	14.5%
4 Transfers / Contingency	3,500	3,500	-	-											0	0.0%
Total	679,035	679,504	70,531	37,157	0	0	0	0	0	0	0	0	0	0	107,688	15.8%

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
	1 Capital Outlay*	11,000													11,469	-

Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Sewer Fund		659,453	683,713	0	0	0	0	0	0	0	0	0	0
2 Sewer Capital Reserve Fund (CIF)		59	59	0	0	0	0	0	0	0	0	0	0

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
	1 Total Gallons															3,237,000
2 Average daily gallons		330,000*	104,419	100,387	0	0	0	0	0	0	0	0	0	0	17,067	

* This is the permitted daily limit.

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

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

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2023

TOWN/CITY OF RIVER BEND

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

Exhibit A
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

ITEM 11

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of River Bend (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant to the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@ncim.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- **Authorizing Statute.** Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- **Implementing Regulations.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- **Guidance Documents.** Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. **Equal Opportunity and Other Relevant Federal Laws**

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF RIVER BEND**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

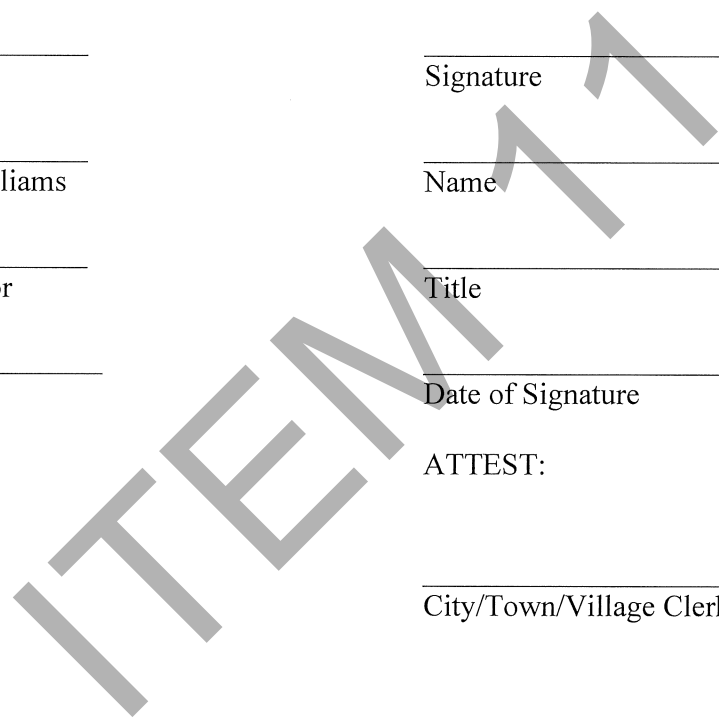


Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

ITEM 7

THE TOWN OF RIVER BEND'S CHARTER AND COMPLIANCE

The Towns and Cities in North Carolina are chartered by Act of the General Assembly. A Google search for "municipal government in North Carolina" results in the following: "In North Carolina, cities, towns and villages are incorporated municipalities which means that the North Carolina General Assembly (or, in a few cases, a former state agency known as the Municipal Board of Control) has granted a charter authorizing the establishment of a municipal corporation (government) and outlining the powers, authority and responsibilities of the municipal government. Some of these are specified in the charter and some are authorized by state statutes." (NCLM, *How NC Cities Work*)

The Town Charter is printed on the Town's web page and runs for nine pages. The charter is complete with the January 14, 1981, charter and the several amendments that the General Assembly has authorized in the years since 1981. (Rather than print the document here it is requested that citizens read the Charter on the web page.)

The Town Council, Manager and staff must comply with the direction of the Town's Charter, the laws of the State of North Carolina and the laws of the Federal Government. It is apparent that the day-to-day operation of municipal government in North Carolina does not operate by whim, but by direction from the General Assembly and the Federal Congress.

The River Bend Town Council, Manager and Staff has done very well in complying with these mandates.

Source:

How NC Cities Work. How NC cities work. (n.d.). <https://www.nclm.org/advocacy/how-nc-cities-work>



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870

F 252.638.2580

www.riverbendnc.org

CONSTITUTION WEEK PROCLAMATION

WHEREAS, September 17, 2023, marks the two-hundred and thirty-sixth anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

WHEREAS, to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE I, John Kirkland, Mayor of the Town of River Bend by virtue of the authority vested in me as Mayor of the Town of River Bend in the State of North Carolina, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** in the Town of River Bend and urge our citizens to reaffirm the ideals of the framers of the constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of River Bend to be affixed this 21st day of September of the year of our Lord two thousand and twenty-three.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

FIRE PREVENTION WEEK PROCLAMATION

Whereas the Town of River Bend is committed to ensuring the safety and security of all those living in and visiting River Bend; and

Whereas fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas residents should identify places in their home where fires can start and eliminate those hazards; and

Whereas residents should install working smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

Whereas residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and

Whereas residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas our first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas the 2023 Fire Prevention Week theme, "Cooking safety starts with YOU. Pay attention to fire prevention", works to educate everyone about simple but important actions they can take to keep themselves and those around them safe when cooking;

NOW, THEREFORE, I, John R. Kirkland, Mayor of the Town of River Bend, do hereby proclaim October 8 through 14, 2023, as Fire Prevention Week in the Town of River Bend and I urge all citizens to plan and practice a home fire escape and to support the many public safety activities and efforts of the Town of River Bend and surrounding area fire and emergency services.

PROCLAIMED this 21st day of September 2023.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk

North Carolina

Memorial Gardens Award #20

River Bend Garden Club
86 Members
River Bend, NC 28562

The Club celebrated its 30th Anniversary in 2003 by establishing a Memorial Garden. The Town of River Bend allowed us to utilize the area surrounding the gazebo at the town hall. There were some shrubs planted there but nothing else. After discussion at the March meeting, we undertook the first planting in May. We reported our intent to the town and received (without soliciting) over \$300!

The Club has planted plants donated by residents in memory of loved ones, perennials and annuals bought with the donations and now bulbs that fill the garden. Club members have weeded, raked and trimmed the garden all during the summer and fall. Volunteers have signed up for the upcoming months to maintain the garden. This major effort was chaired by Debbie Alkoff who also made the Memorial markers for each of the plants.

A dedication of the Garden September 9 was held **September 9, 2003.** Town officials, the other New Bern area Garden Clubs, donors (some from out of town), past Club presidents and current members were in attendance as well as Sunshine Williams, our District director. The day was sunny and reflected the feeling of all there to cut the ribbon and unveil the new Garden Sign. Decorated cakes and punch were served to finalize the celebration. Pictures of the celebration in the local newspaper are enclosed.

The Town residents have really appreciated the establishment of the garden and many have written or called to thank us for giving them a place to remember their loved ones. Donations continue to arrive for a total of over \$570 to date.

Town of River Bend

Public Comment Policy

Overview- In 2005, the North Carolina General Assembly, through the passage of NCGS 160A-81.1, required that each municipality in North Carolina provide a period for public comment at least once per month at a regular meeting of the council. The General Assembly gave councils the authority to adopt rules governing the conduct of the public comment period. The Town of River Bend recognizes the importance of receiving comments from the public. The purpose of the public comment period is to give the public an opportunity to express their views, comments or opinions to the council. It is a time for the council to listen to the public. The following rules have been established to maintain order and decorum during the public comment period. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

I. Public Comment Period

The public comment period shall be reserved as an item of business on the agenda for the council's regular session, which is currently held on the 3rd Thursday of each month. All comments to the council during the public comment period shall be subject to the following guidelines:

1. Prior to the start of the public comment period, persons wishing to address the council will register on a sign-up sheet stationed by the meeting room door. Prior to beginning the public comment period, the Mayor will collect the sign-up sheet and recognize speakers in the order that they registered. Speakers will address the council from the lectern and will be asked to provide their name and address for the record.
2. Each speaker shall be limited to a maximum time of three (3) minutes. Each speaker will only be allowed to speak once during the public comment period. A staff member shall serve as time keeper and will promptly announce when the speakers time has expired.
3. No time may be yielded or transferred from one speaker to another. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.
4. The public comment period is not intended to require the council and/or any staff to answer any impromptu questions. The council will not take action on an item presented during the public comment session. Upon completion of the public comment session and when appropriate, the council may refer inquires made during the public comment session to the Town Manager or an appropriate staff member. If necessary, the item may be added to the agenda of a future meeting, thereby providing the staff an opportunity to research the item and provide data to the council for consideration and review.
5. Speakers will address comments to the entire council as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the public comment period.

6. Speakers who have prepared written remarks are encouraged to leave a copy of such remarks with the Town Clerk. Speakers who have materials that they want distributed to the council related to the item they plan to discuss during the public comment period, shall provide eight (8) copies of those documents to the Town Clerk prior to the start of the meeting. The Clerk shall distribute the copies to the Council, Attorney, and Town Manager and retain one copy for the record.

7. Speakers shall be courteous in their language and presentation. Profanity or other inappropriate language or gestures will not be tolerated.

8. In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare "out-of-order" any person who fails to comply with this policy. The Mayor shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting.

- Adopted June 18, 2015

ITEM 14