



## TOWN OF RIVER BEND

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River Bend, NC 28562

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## RIVER BEND TOWN COUNCIL PROPOSED AGENDA

Work Session Meeting  
November 9, 2023  
River Bend Town Hall – 45 Shoreline Drive  
7:00 p.m.

1. **VOTE** – Agenda: Additions / Deletions / Adoption
2. **VOTE** – Mutual Aid Agreement - Jackson
3. **VOTE** – Budget Amendment 23-B-03 – Jackson
4. **VOTE**– Resolution to Accept \$100,000 Grant - Jackson
5. **VOTE** – Grant Project Ordinance – Jackson
6. DISCUSSION – Christmas Tree Planting Project - Weaver
7. DISCUSSION – Future Use of Soon-to-be Vacated Public Works Building - Leonard
8. DISCUSSION – Dress Code - Kirkland
9. DISCUSSION – Draft Conditional Zoning Ordinance- Jackson
10. DISCUSSION – Updated Official Zoning Map – Jackson
11. REVIEW AGENDA – Nobles
12. CLOSED SESSION – NCGS § 143-318.11(a)(3)(5)(6) – and To Discuss the Acquisition of Real Property located at 509 Old Pollocksville Road, Owned by Weldon Brown, Jr. and Naqueldon Brown for the Location of a New Water Treatment Facility.

Pledge: Weaver

**2023 STATEWIDE MUTUAL AID AGREEMENT**

FOR THE CITY/COUNTY/TOWN OF River Bend

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters.

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times.

THEREFORE, pursuant to G.S. 166A-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and

## 2023 STATEWIDE MUTUAL AID AGREEMENT

assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" include personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

"Emergency Area" The geographical area covered by a state of emergency.

"Incident" means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word "incident" includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

"Party" means a governmental entity which has adopted and executed this Agreement.

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"Planned Event" means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade, funeral coverage, or fairs.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

"State of Emergency" means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

### **SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO**

#### **RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own residents. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

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### SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

A. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

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Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

B. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Emergency Management Agency

### SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Emergency Management Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Emergency Management Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Emergency Management Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

### SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as

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practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

### **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient

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shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

- B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

- C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.



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D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

### **SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

### **SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

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### SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

### SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

### SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

## **2023 STATEWIDE MUTUAL AID AGREEMENT**

### **SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

### **SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

### **SECTION XV. HEADINGS**

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

### **SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**2023 STATEWIDE MUTUAL AID AGREEMENT**

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

ITEM 2

**2023 STATEWIDE MUTUAL AID AGREEMENT**

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

**DIVISION OF EMERGENCY MANAGEMENT/DEPARTMENT OF PUBLIC SAFETY**

BY:

Eddie M. Buffaloe, Jr.  
Secretary

Department of  
Public Safety

Date:

BY:

William C. Ray, Director  
Division of Emergency  
Management

Date:

**LOCAL GOVERNMENT UNIT**

By:

Chief Executive Officer/Local  
Government Name: Delane Jackson  
Title: Town Manager

Date:

Witness:

Kristie Nobles

**APPROVED AS TO PROCEDURES:**

BY:

Office of General Counsel/Department of Public Safety

Date:



**TOWN OF RIVER BEND  
BUDGET ORDINANCE AMENDMENT 23-B-03  
FISCAL YEAR 2023 - 2024**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2023-2024 Budget Ordinance as last amended on September 14, 2023, be amended as follows:

**Summary**

General Fund	2,210,251
General Capital Reserve Fund	56,900
Law Enforcement Separation Allowance Fund	12,685
Water Fund	655,804
Water Capital Reserve Fund	10
Sewer Fund	679,504
Sewer Capital Reserve Fund	1
Total	3,615,155

**Section 1.**

**General Fund**

**23-B-03  
PROPOSED  
CHANGES**

Anticipated Revenues

AD VALOREM Taxes 2023-2024	935,566	
AD VALOREM Tax-Motor Vehicle	90,000	
Animal Licenses	1,500	
Sales Tax 1% Article 39	195,868	
Sales Tax 1/2% Article 40	114,635	
Sales Tax 1/2% Article 42	97,901	
Sales Tax Article 44	13,090	
Sales Tax Hold Harmless Distribution	108,195	
Solid Waste Disposal Tax	2,200	
Powell Bill Allocation	91,000	
Beer and Wine Tax	13,225	
Video Programming Sales Tax	49,621	
Utilities Franchise Tax	112,169	
Telecommunications Sales Tax	6,725	
Court Refunds	500	
Zoning Permits	7,000	
<b>Miscellaneous</b> (recognize funds received to sponsor events)	<b>16,200</b>	<b>1,200</b>
Interest- Powell Bill Investments	50	
Interest-General Fund Investments	20,000	
Contributions	901	
Wildwood Storage Rents	18,144	
Rents & Concessions	18,000	
Sale of Fixed Assets	3,000	
Transfer From Capital Reserve Fund	43,504	
Appropriated Fund Balance	251,257	
Total	2,210,251	<b>1,200</b>

<u>Section 1.</u>	<u>General Fund (continued)</u>	<u>23-B-03</u>	<u>PROPOSED</u>	<u>CHANGES</u>
Authorized Expenditures				
	Governing Body	50,000		
	Administration	304,500		
	Finance	138,625		
	Tax Listing	13,700		
	Legal Services	24,000		
	Elections	0		
	<b>Police (funds received to sponsor events)</b>	<b>769,335</b>		<b>600</b>
	Public Buildings	104,500		
	Emergency Services	5,700		
	Animal Control	17,100		
	Street Maintenance	272,950		
	Public Works	189,000		
	Leaf & Limb and Solid Waste	52,384		
	Stormwater Management	47,000		
	Wetlands and Waterways	2,900		
	Planning & Zoning	57,000		
	<b>Recreation &amp; Special Events (funds received to sponsor events)</b>	<b>11,100</b>		<b>600</b>
	Parks & Community Appearance	62,450		
	Contingency	20,807		
	Transfer To General Capital Reserve Fund	55,000		
	Transfer To L.E.S.A. Fund	12,200		
	Total	2,210,251		1,200

<u>Section 2.</u>	<u>General Capital Reserve Fund</u>		
Anticipated Revenues			
	Contributions from General Fund	55,000	
	Interest Revenue	1,900	
	Total	56,900	
Authorized Expenditures			
	Transfer to General Fund	43,504	
	Future Procurement	13,396	
	Total	56,900	

<u>Section 3.</u>	<u>Law Enforcement Separation Allowance Fund</u>		
Anticipated Revenues:			
	Contributions from General Fund	12,200	
	Interest Revenue	485	
	Total	12,685	
Authorized Expenditures:			
	Separation Allowance	0	
	Future LEOSA Payments	12,685	
	Total	12,685	

**Section 4.**

**Water Fund**

**23-B-03  
PROPOSED  
CHANGES**

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	210,591	
Utility Usage Charges, Classes 3 & 4	12,428	
Utility Usage Charges, Class 5	15,002	
Utility Usage Charges, Class 8	4,644	
Utility Customer Base Charges	278,811	
Hydrant Availability Fee	19,764	
Taps & Connections Fees	1,250	
Nonpayment Fees	10,500	
Late payment Fees	7,822	
Interest Revenue	3,488	
Sale of Capital Asset	0	
Appropriated Fund Balance	91,504	
Total	655,804	0

Authorized Expenditures

Administration & Finance [1]	491,804	
Operations and Maintenance	140,500	
Transfer To Fund Balance for Capital Outlay	23,500	
Transfer To Water Capital Reserve Fund	0	
Total	655,804	0

*[1] Portion of department for bond debt service:* 141,157

**Section 5.**

**Water Capital Reserve Fund**

Anticipated Revenues

Contributions From Water Operations Fund	0	
Interest Revenue	10	
Total	10	

Authorized Expenditures

Future Expansion & Debt Service	10	
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**Section 6. Sewer Fund**

**23-B-03  
PROPOSED  
CHANGES**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	267,170	
Utility Usage Charges, Classes 3 & 4	36,679	
Utility Usage Charges, Class 5	28,142	
Utility Usage Charges, Class 8	16,833	
Utility Customer Base Charges	296,108	
Taps & Connection Fees	1,250	
Late payment Fees	8,384	
Interest Revenue	5,836	
Sale of Capital Asset	0	
Appropriated Fund Balance	19,102	
Total	679,504	0

Authorized Expenditures:

Administration & Finance [2]	483,204	
Operations and Maintenance	192,800	
Transfer to Fund Balance for Capital Outlay	3,500	
Transfer to Sewer Capital Reserve Fund	0	
Total	679,504	0

*[2] Portion of department for bond debt service:* 121,893

**Section 7. Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	0	
Interest Revenue	1	
Total	1	

Authorized Expenditures:

Future Expansion & Debt Service	1	
---------------------------------	---	--

**Section 8.**            **Levy of Taxes**

There is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2023-2024" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$393,280,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.12%. The estimated collection rate is based on the fiscal year 2021-2022 collection rate of 99.12% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$37,500,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

**Section 9.**            **Fees and Charges**

There is hereby established, for Fiscal Year 2023-2024, various fees and charges as contained in Attachment A of this document.

**Section 10.**           **Special Authorization of the Budget Officer**

- A. The Budget Officer shall be authorized to reallocate any appropriations within departments.
- B. The Budget Officer shall be authorized to execute interfund and interdepartmental transfers in emergency situations. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.
- C. The Budget Officer shall be authorized to execute interdepartmental transfers in the same fund, including contingency appropriations, not to exceed \$5,000. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.

**Section 11.**           **Classification and Pay Plan**

Cost of Living Adjustment (COLA) for all Town employees shall be 4.4% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.

**Section 12.**           **Utilization of the Budget Ordinance**

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2023-2024 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

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

Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 9th day of November, 2023.

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John R. Kirkland, Mayor

Attest:

---

Kristie J. Nobles, Town Clerk, CMC, NCCMC

## Town of River Bend Resolution

**WHEREAS**, the American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered Pre-construction Planning Grant ARPA funding in the amount of \$100,000 to perform the work detailed in the submitted application, and

**WHEREAS**, the Town of River Bend intends to perform said project in accordance with the agreed scope of work,

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

That the Town of River Bend does hereby accept the ARPA grant offer of \$100,000; and

That the Town of River Bend does hereby give assurance to the North Carolina Department of Environmental Quality that any *Conditions* or *Assurances* contained in the *Funding Offer and Acceptance* (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (State), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and

That Delane Jackson, Town Manager and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Adopted this the 9<sup>th</sup> day of November, 2023 at River Bend, North Carolina.

---

**John R. Kirkland, Mayor**

**ATTEST:**

---

**Kristie J. Nobles, Town Clerk, CMC**



**TOWN OF RIVER BEND  
GRANT PROJECT ORDINANCE  
WATER TREATMENT IMPROVEMENT STUDY**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1.** The project authorized is the Water Treatment Improvement Study project described in the work statement contained in the Grant Agreement between this unit and the North Carolina Department of Environmental Quality. This project will provide for the development of a Pre-Construction Analysis of Water Supply Report.

**Section 2.** The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Environmental Quality and the budget contained herein.

**Section 3.** The following revenues are anticipated to be available to complete this project:

State Fiscal Recovery Fund Grant	100,000
----------------------------------	---------

**Section 4.** The following amounts are appropriated for the project:

Prepare Pre-Construction Analysis	99,000
Miscellaneous	1,000
Total	100,000

**Section 5.** The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

**Section 6.** Funds may be advanced from the Water Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

**Section 7.** The Finance Officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

**Section 8.** The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Council.

**Section 9.** Copies of this Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 9<sup>th</sup> day of November, 2023.

---

John R. Kirkland, Mayor

Attest:

---

Kristie J. Nobles, Town Clerk, CMC, NCCMC

North Carolina  
Extension Gardener  
Plant Toolbox

## *Thuja* 'Green Giant'

**Common Name(s):** Green Giant Arborvitae

Previously known as: *Thuja standishii* x *plicata* 'Green Giant'

### Phonetic Spelling

THOO-yuh

### Description

'Green Giant' arborvitae is a large, woody, needled evergreen tree in the cypress family (Cupressaceae). A hybrid cultivar of the [western redcedar](#) and Japanese arborvitae (*Thuja standishii*), it was developed in the 1930s in Denmark and introduced to the United States in 1967 when the U.S. National Arboretum received a specimen.

This tree does best in a moist, full-sun location with light afternoon shade. It tolerates a wide range of soils. It resists most diseases, insects, periodic droughts, and deer. It does not tolerate salt (spray or salty soils). It is a low-maintenance landscaping choice due to its hardiness and uniform growth habit that requires little to no pruning to maintain an attractive shape.

'Green Giant' has a low-branching, dense columnar-pyramidal habit. Dark green sprays of small, glossy, scale-like needles retain their deep green color through the winter. This tree can grow 3 to 4 feet per year in optimal conditions and reach a mature height of 40 to 60 feet and a width of 12 to 18 feet. It has a lifespan of 40 to 60 years.

Individuals can be used as specimen plantings. Younger plants may be trimmed into hedges or privacy screens. Groupings planted more closely together, can be used as windbreaks or to reduce noise. This is a popular evergreen choice for landscapes in the southeast United States and is a good alternative to Leyland cypress. Be advised that this plant, like Leyland cypress, can quickly grow very large and become a problem if planted in a space that is inadequate for the tree's full size.

### Quick ID Hints:

- evergreen with a pyramidal habit
- dense green, scale-like foliage in flat sprays
- non-flowering
- persistent 0.5-inch, oblong green cones that are brown when matured

**Insects, Diseases, and Other Plant Problems:** Bagworms are occasional pests and root rot can occur in poorly drained soils.

VIDEO created by [Andy Pulte](#) for "Landscape Plant Identification, Taxonomy and Morphology" a plant identification course offered by the [Department of Plant Sciences, University of Tennessee](#).

[More information on Thuja.](#)

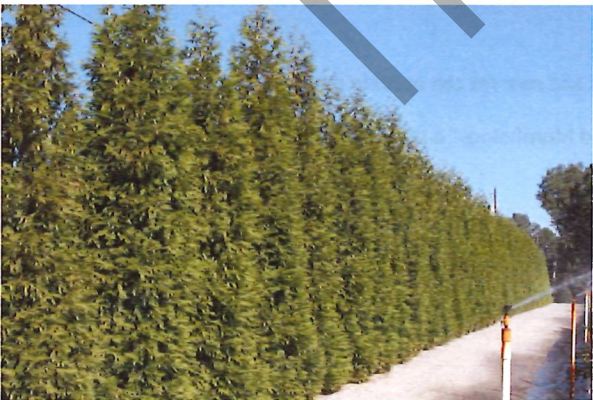
**Cultivars / Varieties:**



Form  
Jim Robbins  
[CC BY-NC-ND 4.0](#)



Growth Habit  
Jim Robbins  
[CC BY-NC-ND 4.0](#)



Hedge  
Jim Robbins  
[CC BY-NC-ND 4.0](#)



Leaf closeup  
David J. Stang  
[CC BY-SA 4.0](#)

North Carolina  
**Extension Gardener**  
 Plant Toolbox

## *Juniperus virginiana*

Common Name(s): Eastern Redcedar

### Phonetic Spelling

jew-NIP-er-us ver-jin-ee-AY-nah

⚠️ This plant has low severity poison characteristics.

[See below](#)

### Description

Eastern redcedar is an evergreen tree in the cypress family (Cupressaceae). This conifer is native to North America and grows from Maine south to Florida and west to South Dakota and Texas.

This juniper is easily grown in average, dry to moist, well-drained soils in full sun. In good conditions, it will grow to 30 to 40 feet in height and reach a width of 10 to 20 feet. It will tolerate a variety of soils and growing conditions, from swamps to dry, rocky ground. It can even grow on seemingly barren soils that few other plants can tolerate, although it may never grow bigger than a bush in those conditions. It prefers moist conditions but is intolerant of continuously wet soil. It only tolerates shade when it is extremely young. It has the best drought resistance of any conifer native to the eastern United States. This tree is easy to transplant and a tough, dependable tree—but considered weedy by many gardeners. It is highly salt tolerant. This colorful tree needs airy space to grow. Plant 12 to 24 feet apart.

Eastern red cedar has blue-green, overlapping, scale-like leaves at maturity, but young shoots may have spreading, needle-like leaves. The bark is red-brown in color and peels off in long, narrow, fibrous strips, often leaving ashy gray areas exposed. Light blue-green clusters of cones mature in late winter or early spring. Female (or predominantly female) trees produce small, round blue cones ("juniper berries") that mature in the fall and are beloved by cedar waxwings. Male trees make small pollen-producing cones. Pollen is wind-borne and released in large quantities.

The heartwood is light brown and aromatic, in contrast to the white sapwood, and is commonly used for cedar chests. The wood is also often used to make fence posts and rails, as it is naturally rot-resistant. It also repels insects, lending to its appeal for use in clothing storage and pet bedding.

Eastern red cedar makes an excellent specimen and does well in a grouping or as a screen or windbreak. It provides cover, habitat, and food for wildlife. This tree is also resistant to damage by deer. It is sometimes grown for Christmas trees, especially in warmer areas of North Carolina.

### Quick ID Hints:

- Plant has grayish to reddish-brown bark that exfoliates in long strips
- Scale leaves are in a four-rank arrangement
- Small, oval, glandular depressions are on the backs of leaves
- Male cones are yellow and occur at branch tips
- Female cones are blue, frosted looking, and 1/4 inch in size
- Leaf color is sage green to blue-green in the summer
- Leaf color is bronze to yellow-brown in winter
- Juvenile, awl-shaped leaves are often present in pairs

**Insects, Diseases, and Other Plant Problems:** This tree is susceptible to twig blight and scale. Bagworms are also a problem. Mites may occur. It shares with apple trees the susceptibility to a rust fungus called *Gymnosporangium juniperi-virginianae*. This fungus causes "cedar apples" on red cedar twigs and dark leaf spots on apple leaves.

The Clemson Cooperative Extension Home and Garden Information Center has a [factsheet](#) on common juniper diseases and insect pests.

VIDEO Created by [Homegrown](#) featuring [Jeff Owen](#), Area Extension Forestry Specialist for [NC State Extension](#)

Native/ Woodland Garden

Mountain Ridge Top Garden - West Lawn and Border

Woodland Backyard Garden Walk

### Cultivars / Varieties:

'Canaertii', 'Glauca Compacta', 'Globosa', 'Grey Owl', 'Manhattan Blue', 'Silver Spreader', 'Taylor', var. *silicicola*



*Juniperus virginiana*  
Nicholas A. Tonelli  
[CC BY 2.0](#)

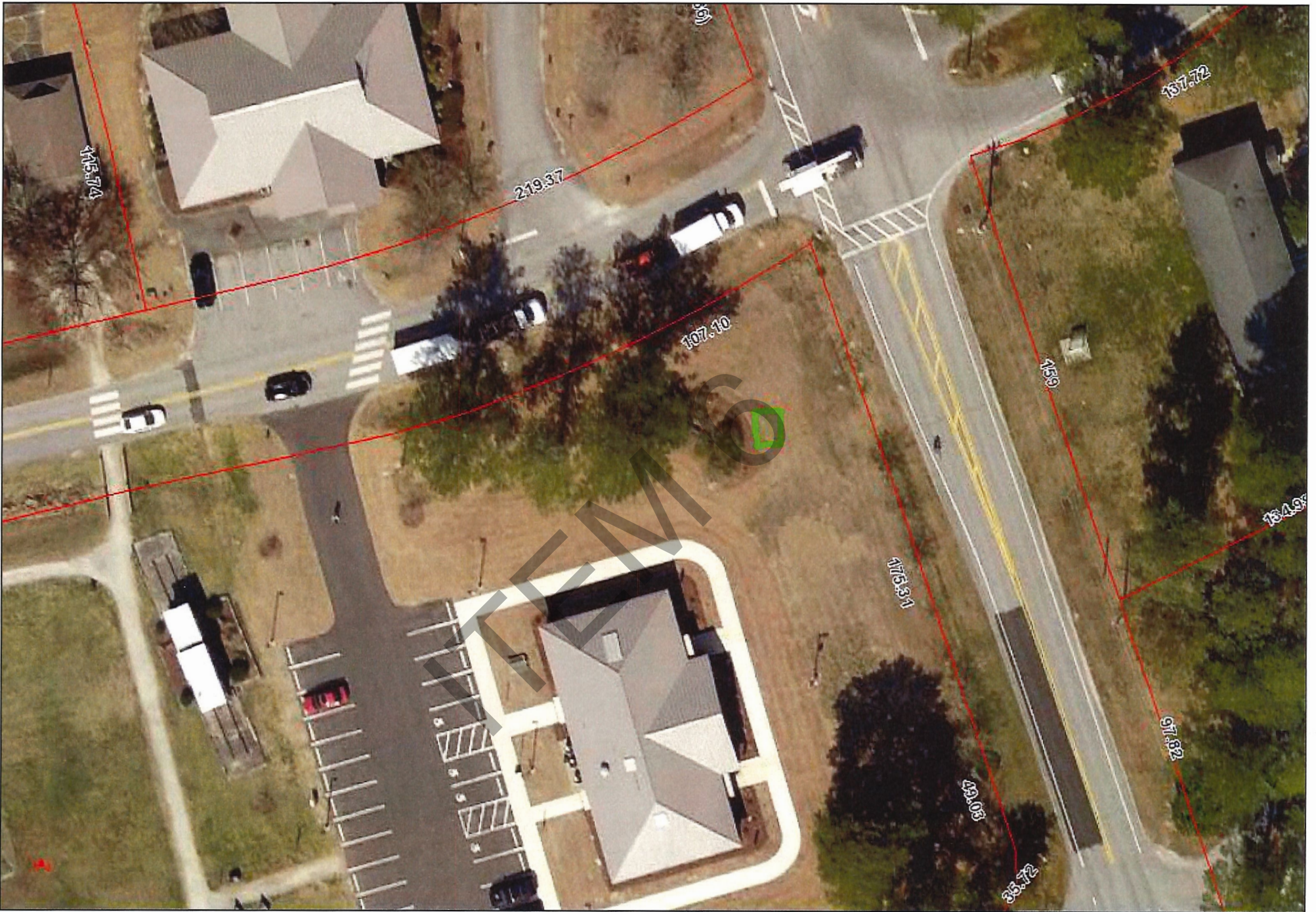


*Juniperus virginiana*  
plantsforpermaculture  
[CC BY 2.0](#)



*Juniperus virginiana*  
CameliaTWU  
[CC BY-NC-ND 2.0](#)





# Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on November 7, 2023 at 9:26:22 AM

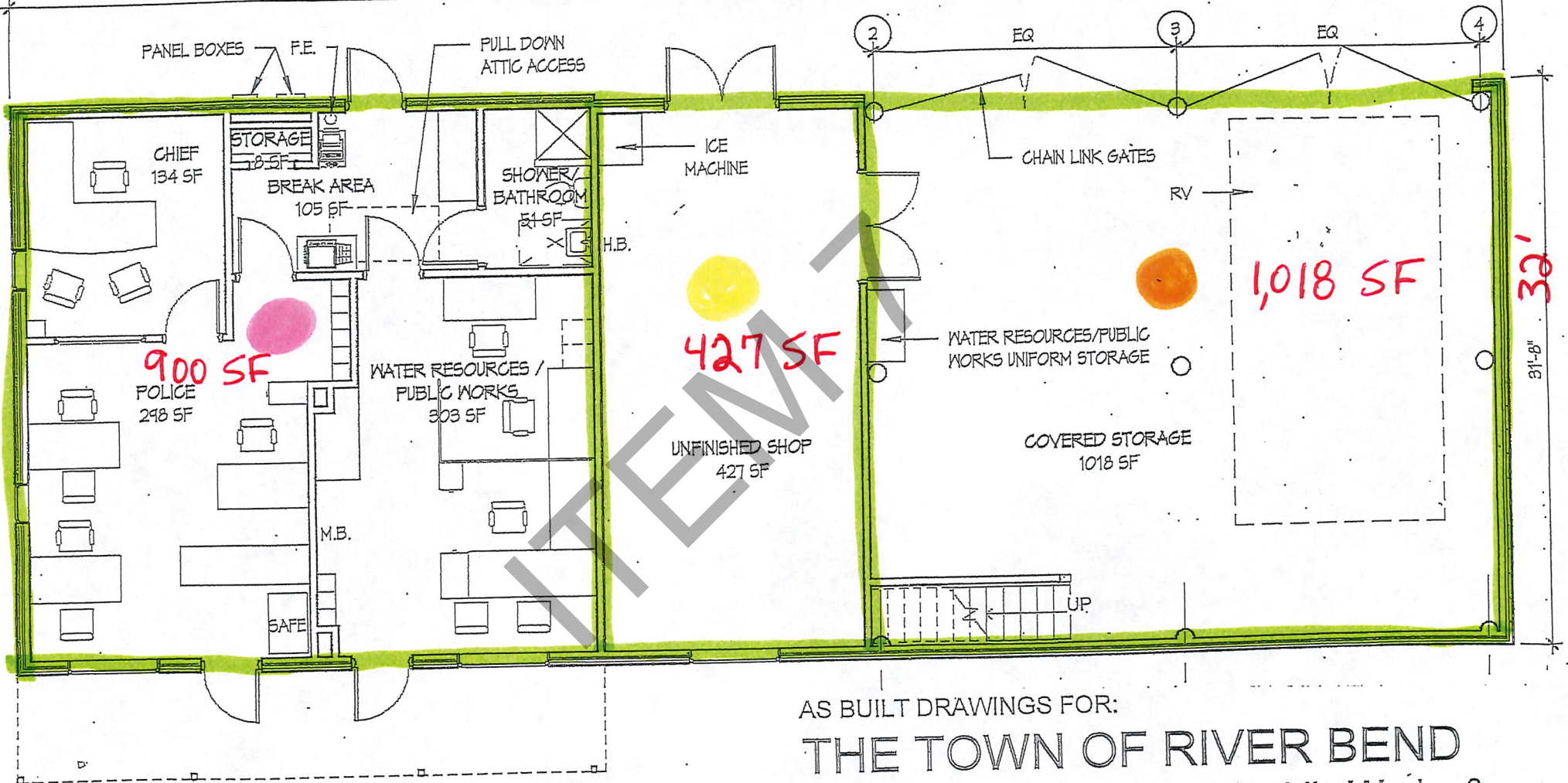
1 inch = 42 feet



Approx 2,345 SF

Date	Project No.
FEB 01 2011	10021
Drawn By	Sheet No.
BA	A1.0
Checked By	
AWC	

82'-3" 82'



1ST FLOOR PLAN

1/8" = 1'-0"

AS BUILT DRAWINGS FOR:

**THE TOWN OF RIVER BEND**  
Existing Water Resources/Public Works &  
Police Station Facility

River Bend, North Carolina



# Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on November 6, 2023 at 12:56:49 PM

1 inch = 65 feet



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

BE IT ORDAINED by the Town Council of the Town of River Bend that the Town Code of Ordinances, Title XV, Land Usage, Chapter 15.02, Zoning, be amended by adding the language as follows:

## **§ 15.02.140 CONDITIONAL ZONING DISTRICTS**

### **A. Purpose.**

1. Conditional zoning districts are applicable if the regulations and restrictions of a general use zoning district are inadequate to ensure the compatibility of the proposed development with the immediately surrounding neighborhood in accordance with the principles of the Town's Code of Ordinances. In these circumstances, a general zoning district designation allowing a use by right would not be appropriate for a particular property even though the use itself could, if properly planned, be appropriate for the property consistent with the objectives of the Code of Ordinances and adopted land development plan, comprehensive plan, transportation and corridor plans, and other land use and transportation policy documents.

2. The rezoning process established in this section provides for the accommodation of the uses by a reclassification of property into a conditional zoning district, subject to additional conditions which ensure compatibility of the proposed use with the use and enjoyment of neighboring properties. A conditional zoning district bears the same designation as a general use zoning district but is a conditional zoning district subject to additional conditions in which limited uses are permitted and that are contained in the ordinance approving the conditional zoning district. A conditional zoning district allows a particular use or uses to be established only in accordance with specified standards and conditions tailored to each individual development project. This is a voluntary rezoning procedure that is intended for firm development proposals. It is not intended or suited for securing early zoning for tentative proposals that may not be undertaken for some time.

3. Conditional zoning districts parallel general use zoning districts. Only those land uses (including uses by right and special uses as identified as in the Schedule of District Use Regulations) permitted in a general use zoning district to which a conditional zoning district corresponds shall be allowed. All requirements of any corresponding general use district and all other requirements of the Code of Ordinances apply to a conditional zoning district except to the extent that the approved rules, regulations and conditions included in the petition for rezoning are more restrictive than the general use district requirements.

### **B. Process required.**

1. A person petitioning for rezoning of a tract of land may elect to request a conditional zoning district for that tract. The conditional zoning district application must specify the actual use or uses, and all other development regulations authorized by state law, which are intended for the property identified in the petition. The intended use or uses and development regulations must be permitted in the corresponding general use district.

2. The Town Council is to approve or disapprove the application on the basis of the specific use or uses and development regulations requested. Development in a conditional zoning district requires approval of a single application similar to a general use district rezoning application.

3. Property may be placed in a conditional zoning district only in response to a petition signed by the owners of all the property to be included or by an agent authorized by all of the owners to file the application. A petition for conditional zoning shall include:

a) A master site plan prepared in accordance with § 15.02.137 of the Code of Ordinances for a Master Land Use Plan for a Planned Development;

b) Written supporting documentation that specifies the actual use or uses proposed for the property;

c) Proposed rules, regulations, and conditions that, in addition to all predetermined requirements of this Code of Ordinances, will govern the development and use of the property; and

d) A statement analyzing the reasonableness of the proposed rezoning.

4. During its initial review of a conditional zoning petition, which will follow the process as prescribed in §15.02.190-15.02.194 of the Code of Ordinances for traditional rezoning, the Planning Board shall consider whether or not a community informational meeting, to be organized, advertised, conducted and documented by the petitioner, would be beneficial to making project information available to those most likely to be impacted by the proposed zoning change. If the Planning Board concludes that a community informational meeting should be held, the petitioner shall conduct such meeting in accordance with the following provisions.

a) The community informational meeting shall be held prior to the date of the next Planning Board meeting at which the petition will be reviewed. The meeting shall be held within seven miles of the Town of River Bend.

b) Written notice of such a meeting shall be given by the petitioner in the same schedule and manner as prescribed in §15.02.191 (D) and §15.02.193 (A) of the Code of Ordinances for a zoning amendment and public hearing respectively.

c) Within 10 days following the meeting, but prior to any further consideration by the town, the petitioner shall file a written report of the community informational meeting with the Zoning Administrator. The petitioner's report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact; the date; time and location of the meeting; a summary of issues discussed

at the meeting; and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. Additionally, the petitioner shall make available at the meeting a roster for all attendees to voluntarily sign so that a record of attendees may be created. The roster shall include a location for attendees to provide their name, mailing addresses, and telephone number. A copy of the roster of attendees shall be included in the report of the meeting.

d) The purpose of the community informational meeting is for the petitioner to:

(1) Provide specific information and maps regarding the proposed development including but not limited to a description of the proposed zoning change, proposed use(s) of the property, the proposed density and intensity of land uses, the location and arrangement of the proposed land use(s) on the property, the proposed development schedule, and proposed regulations or conditions, in addition to those required by this Ordinance, that will govern the development and use of the property; and

(2) To receive comments and input from citizens likely to be impacted by the proposed zoning change and subsequent development of the property.

e) In the event the petitioner has not held at least one meeting pursuant to this section with 45 days of being notified that a meeting is required, the petitioner shall file a report with the Zoning Administrator documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The petitioner shall also notify the Zoning Administrator efforts to schedule a meeting. No further Planning Board action may be taken until the meeting has been conducted.

f) The adequacy of a meeting held or report filed pursuant to this section shall be considered by the Town Council but shall not be subject to judicial review.

5. Review and approval process. The review and approval process for conditional zoning district petitions involves a legislative hearing and legislative decision by the Town Council, following a recommendation by the Planning Board. The review of conditional zoning district petitions shall be undertaken in accordance with the provisions of this section.

a) In the course of evaluating the proposed use, the Town Council may request additional information deemed appropriate to provide a complete analysis of the proposal.

b) Conditional zoning district decisions are subject to judicial review using the same procedures and standard of review applicable to legislative zoning decisions.

c) Conditional zoning district decisions shall be made in consideration of identified relevant adopted land use plans for the area, including, but not limited to, land development plans, comprehensive plans, strategic plans, district plans, transportation and corridor plans and other land development policy documents.

d) If the conditional zoning district application is approved, the Town Council shall authorize the requested use with reasonable conditions as mutually agreed to in writing by

the applicant and Town Council and determined to be desirable in promoting public health, safety and general welfare.

6. Specific conditions applicable to the conditional zoning districts may be proposed by the petitioner or the town or its agents, but only those conditions mutually agreed to in writing by the town and the petitioner may be incorporated into the zoning regulations or permit requirements.

a) The conditional district rezoning application shall specify the use or uses that are intended for the property, as well as any additional conditions on the use of the property that the applicant may propose be conditions of the rezoning. Conditions and site-specific standards imposed in a conditional zoning district shall be limited to:

(1) Those that address conformance of the development and use of the site to ordinances and officially adopted plans and

(2) Those that address the impacts reasonably expected to be generated by the development or use of the site.

b) Any such conditions should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, the mitigation of environmental impacts, and other matters that the Town Council may find appropriate or the petitioner may propose.

c) Such conditions to approval of the petition may include dedication to the town or state, as appropriate, of any rights-of-way or easements for streets, water, sewer or other public utilities necessary to serve the proposed development.

d) No condition shall be less restrictive than the standards of the general use district or the standards of any overlay district that applies to the property.

e) No condition shall be made part of the application, or shall be attached to approval of the conditional zoning district, which specifies the ownership status, race, religion or character of the occupants of housing units, the minimum value of improvements, or any illegal exclusionary device; or which states that the use of the property will not be subject to regulations or restrictions set forth in the Code of Ordinances which would apply to the property in any event, such as the regulations for an overlay district which covers the property.

f) If for any reason any condition for approval is found to be illegal or invalid or if the petitioner should fail to carry out any condition in the written and signed agreement, the approval of the site plan for the district shall be null and void and of no effect and proceedings shall be instituted by the town to rezone the property to its previous zoning classification or to another zoning district.

g) The conditions shall be agreed upon, put in writing, and signed by both the petitioner and Town upon final approval of the rezoning by the Town Council.

h) After the town has delivered to the newspaper the notice of public hearing for the application, the applicant shall make no changes in the conditions stated in the application;

7. If a petition for conditional zoning is approved, the development and use of the property shall be governed by the predetermined ordinance requirements applicable to the district's classification, the approved site plan or master plan for the district, and any additional approved rules, regulations and conditions, all of which shall constitute the zoning regulations for the approved district and are binding on the property as an amendment to this Ordinance and to the zoning map.

a) If a petition is approved, only those uses and structures indicated in the approved petition and site plan shall be allowed on the subject property. A change of location of the structures may be authorized pursuant to division (B)(8) below provided that the change in building layout does not result in an increase in the number of structures.

b) Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the zoning map by the appropriate district designation. A conditional zoning district shall be identified by the same designation as the underlying general district followed by the letters "CD" (for example, "R-20 (CD)").

c) No permit shall be issued for any development activity within a conditional zoning district except in accordance with the approved petition and site plan for the district.

d) Any violation of the approved site plan or any rules, regulations and conditions for the district shall be treated the same as any other violation of the Code of Ordinances and shall be subject to the same remedies and penalties as any such violation.

8. Alterations to approval. Except as provided in division (B)(8)(a) below, changes to an approved petition or to the conditions attached to the approved petition shall be considered a change to the conditional zoning district and shall be processed as a new conditional zoning application in accordance with the procedures set forth in this section.

a) The Zoning Administrator shall have the delegated authority to approve administrative minor modifications – limited to no more than 5% total changes to the originally approved site plan. The Zoning Administrator shall have no authority to amend the conditions of approval of a petition. Any decision by the Zoning Administrator must be in writing stating the grounds for approval or denial. Minor modifications shall be limited to changes that the Zoning Administrator determines would not:

1. Change the gross square footage of nonresidential development by more than 5%;
2. Change the lot coverage by more than 5%;
3. Change any use or density;



4. Adjust the landscaping requirements by more than 5%; or
5. Adjust the required parking more than 5%.

b) The Zoning Administrator, however, shall always have the discretion to decline to exercise the delegated authority either because he or she is uncertain about approval of the change pursuant to the standard or because a rezoning petition for a legislative hearing and Town Council consideration is deemed appropriate under the circumstances. If the Zoning Administrator declines to exercise this authority, the applicant may file a rezoning petition for a legislative hearing and Town Council decision in accordance with the provisions delineated in this ordinance.

c) Any request for an administrative modification shall be pursuant to a written letter, signed by the owners of all of the property affected by the proposed change, detailing the requested change. Upon request, the applicant shall provide any additional information as deemed necessary by the Zoning Administrator. Upon an approval of an administrative modification, the applicant shall file a sufficient number of copies of the revised site plan as deemed necessary by the Zoning Administrator.

d) If the Zoning Administrator denies approval of the requested administrative modification, the applicant may file a rezoning petition for a legislative hearing and Town Council decision in accordance with the provisions delineated in this ordinance.

9. Review of approved Conditional Zoning Districts. It is intended that property shall be reclassified to a conditional zoning district only in the event of firm plans to develop the property. Therefore, no sooner than two years after the date of approval of the petition, the Zoning Administrator shall examine and report to the Planning Board the progress made toward developing the property in accordance with the approved petition and any conditions attached to the approval.

a) If, following such examination and report of progress, the Planning Board determines that substantial progress has not been made in accordance with the approved petition and conditions, the Planning Board shall forward to the Town Council a report which may recommend that the property be rezoned to its previous zoning classification or to another zoning district. If the Town Council concurs with the Planning Board's recommendation, the Town Council may initiate the rezoning of the property in accordance with the procedures delineated in this ordinance.

b) If, upon written request of the developer or petitioner, the Planning Board determines that substantial progress has been made to develop the property, the Planning Board may recommend that an extension of time be granted. The Town Council, after reviewing the recommendation of the Planning Board, may approve an extension of time not to exceed an additional 12 months. Approval of such a time extension by the Town Council may be made without conducting a formal public hearing.

c) If, after the expiration of the original or extended time period, the Planning Board determines that no substantial progress has been made and the Town Council concurs with that determination, the Town Council shall proceed to: conduct a legislative hearing on the

matter to evaluate whether or not another extension of time is warranted; or initiate the rezoning of the property to its previous zoning classification or to another zoning classification using the procedures delineated in this ordinance.

d) For purposes of this section, examples of substantial progress may include: the approval of construction plans for streets, utilities and other infrastructure; the initiation of land preparation activities such as clearing and grading; the initiation of the construction of the principal building(s); and the initiation of the construction of streets, utilities, other infrastructure or required site amenities.

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

**Adopted this the 16th day of November, 2023**

\_\_\_\_\_  
John Kirkland, Mayor

ATTEST:

\_\_\_\_\_  
Kristie Nobles, Town Clerk

ITEM 9

**Significant Dates:**

August 11, 2022-Town Council directs Planning Board to begin work on ordinance

September 1, 2022-Planning Board selects Havelock ordinance as a template

November 3, 2022-Planning Board discusses draft ordinance

January 5, 2023-Planning Board discusses draft ordinance

January 12, 2023- Town Council discusses draft ordinance

February 2, 2023- Planning Board discusses and approves recommendation

February 9, 2023- Town Council discusses recommendation

February 16, 2023-Town Council discusses recommendation, directs Attorney to review

March 9, 2023- Town Council discusses Attorney's legal opinion on proposal

March 16, 2023- Town Council tables conditional zoning

June 8, 2023- Town Council discusses revisiting the recommendation

June 15, 2023- Town Council votes to restart discussions on August 10, 2023

August 10, 2023- Town Council discusses draft ordinance

August 17, 2023- Town Council discusses draft ordinance and sets date for public hearing

October 19, 2023- Town Council conducts public hearing

November 9, 2023- Town Council reviews final draft ordinance language

November 16, 2023- Town Council adopts ordinance



**RIVER BEND TOWN COUNCIL  
DRAFT PROPOSED AGENDA  
Regular Meeting  
November 16, 2023  
River Bend Town Hall – 45 Shoreline Drive  
7:00 p.m.**

Pledge: Weaver

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions / Deletions / Adoption to Agenda
4. Addresses to the Council
5. Public Hearings  
Proposed Zoning Amendment – Conditional Zoning
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 October 12, 2023 Work Session Meeting  
Minutes of the October 19, 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. Parks & Recreation – Councilman Weaver
  - A. Parks and Rec Report
  - B. Organic Garden Report
9. CAC – Councilwoman Maurer
  - A. CAC Report
10. Finance – Councilman Leonard
  - A. Financial Report - Finance Director
11. Environment And Waterways – Councilman Leonard

A. EWAB Report

12. Planning Board – Councilman Sheffield  
A. Planning Board Report

13. Public Safety – Councilwoman Benton  
A. Community Watch

14. Mayor's Report – Mayor Kirkland

15. 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.*

16. Adjournment

ITEM 11

North Carolina law allows public bodies, such as the River Bend Town Council, to meet in closed session to discuss certain topics. However, prior to going into closed session, the Council must announce the closed session and the topic for which the closed session is being called and that must be done while the Council is in open session. This requirement allows the public to know in general what the closed session is concerning. The closed session must also be adjourned in open session. For the purpose of this guide, open session simply means in view of the public and closed session simply means it private. The topics that may be discussed in closed session are listed below and are numbered 1 through 10. Most of the time, the Council knows in advance that a closed session is needed and the General Statute citation which identifies the purpose of the closed session is included on the agenda. However, that is not always the case. The need for a closed session may arise without enough warning to publish the citation on the agenda. The law does not require advanced notice of a closed session. In any case, planned or not, the Council will state the appropriate citation. The citation will always begin with 143-318.11(a). The numbers that follow in parenthesis will identify the particular closed session topic. For example: The citation 143-318.11(a)(3)(5) will allow the Council to consult with an attorney (#3) and to discuss the acquisition of real property (#5).

**§ 143-318.11. Closed sessions.**

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents

concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
- (10) To view a recording released pursuant to G.S. 132-1.4A.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. – A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b); 2014-79, s. 9(a); 2016-88, s. 3.)