



**RIVER BEND TOWN COUNCIL
PROPOSED AGENDA
Regular Meeting
December 14, 2023
River Bend Town Hall – 45 Shoreline Drive
7:00 p.m.**

Pledge: Benton

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions / Deletions / Adoption to Agenda
4. Addresses to the Council
 - A. Homer Ray – Walking Trail Enhancements
5. Public Hearings - None
6. SPECIAL PRESENTATION – Audit Presentation for Fiscal Year 2022-2023 by Austin Eubanks of Thompson, Price, Scott, Adams & Co., P.A.
7. 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 November 9, 2023 Work Session Meeting
Minutes of the November 16, 2023 Regular Council Meeting*

8. 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:

9. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
10. CAC – Councilwoman Maurer
 - A. CAC Report
 - B. DISCUSSION – Future Use of Vacated Public Works Building

11. Finance – Councilman Leonard
 - A. Financial Report - Finance Director

12. Mayor's Report – Mayor Kirkland

13. 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.

14. Adjournment

ITEM 3



Town of River Bend

RECEIVED

DEC 01 2023

TOWN OF RIVER BEND

Request Type - Select One

Request to Address the Town Council at Regular Meeting

Request to Appear on Town Council Meeting Agenda

Meeting Date 12/14/2023		Date of Request 12/11/2023
SPEAKER'S INFORMATION		
Name HOMER RAY		Phone Number 252.617.2086
Address 316 BARBARA DRIVE New Bern NC 28562		
Organization (if any)		
Subject ENHANCEMENTS TO RITTEN FIELD TOWN CONDITIONS WALKING TRAIL Review 2018 River Bend Bike & Pedestrian plan TIME LIMITED TO FIVE (5) MINUTES UNLESS OTHERWISE APPROVED		
Requestor's Signature Homer Ray		Time Requested TBD
Approval	Date	Time (Minutes)*

*If more than three (3) people sign up to speak at the meeting, the Council reserves the right to reduce time allowed. Form must be returned to the Clerk by 9:00 am on the Tuesday prior to the meeting. TRB Form # 54 (Rev. 3/22)

ITEM 4

TOWN OF RIVER BEND
AUDIT PRESENTATION
FOR THE YEAR ENDED JUNE 30, 2023



THOMPSON, PRICE, SCOTT, ADAMS & CO., P.A.
4024 OLEANDER DRIVE SUITE 103
WILMINGTON, NORTH CAROLINA 28403
TELEPHONE (910) 791-4872
FAX (910) 239-8294

TOWN OF RIVER BEND

BOARD MEETING

Presentation of Audit Results

- I. General Comments
- II. Required Communications
- III. Audit Results
- IV. Questions and Comment
- V. Close

ITEM 6

TOWN OF RIVER BEND REQUIRED COMMUNICATIONS

Requirement

Results

1 **Responsibilities Under Generally Accepted Auditing Standards, Government Auditing Standards, OMB Uniform Guidance, and the State Single Audit Implementation Act.**

Design the audit to provide reasonable assurance that the financial statements are free of material error and in compliance with government regulations.

Perform all planned procedures and have complete access to both management and required information.

Communicate significant deficiencies in the internal control.

- Accomplished. No material error noted.
- Completed. Our work was not limited in any way.
- None

TOWN OF RIVER BEND REQUIRED COMMUNICATIONS (CONTINUED)

Requirement

Results

2 **Adoption or Change in Accounting Policies**

Communicate the initial adoption of or a change in an accounting principle which had or is expected to have a significant effect on the financial statements.

• GASB 96 - IT Subscription

3 **Management Judgment and Accounting Estimates**

Assess methodologies used and basis of evidence for matters requiring judgments and estimates.

• Methods used and evidence considered appear to have led to reasonable amounts being included in the financial statements.

4 **Significant Audit Adjustments or Unrecorded Differences**

Communicate significant recorded and unrecorded differences.

• None out of the normal course.

TOWN OF RIVER BEND REQUIRED COMMUNICATIONS (CONTINUED)

Requirement

Results

5 Disagreements with Management

Communicate any disagreements on financial or reporting matters that, if not satisfactorily resolved, would cause a modification of our report.

- None.

6 Consultation with Other Accountants

Communicate any consultation that took place with other accountants.

- None noted.

7 Prior to Retention Issues

Communicate any major issues that management discussed with the auditor in connection with the retention of the auditor, including the application of accounting principles and auditing standards.

- None.

TOWN OF RIVER BEND REQUIRED COMMUNICATIONS (CONTINUED)

Requirement

Results

8 Significant Difficulties

Any serious difficulties the auditor encountered in dealing with management such as unreasonable delays in providing needed information, unreasonable timetable set by management, or unavailability of client personnel.

- None noted.

9 Irregularities and Illegal Acts

Communicate the existence of any material irregularities and/or illegal acts determined during the audit.

- None noted.

TOWN OF RIVER BEND

GENERAL FUND

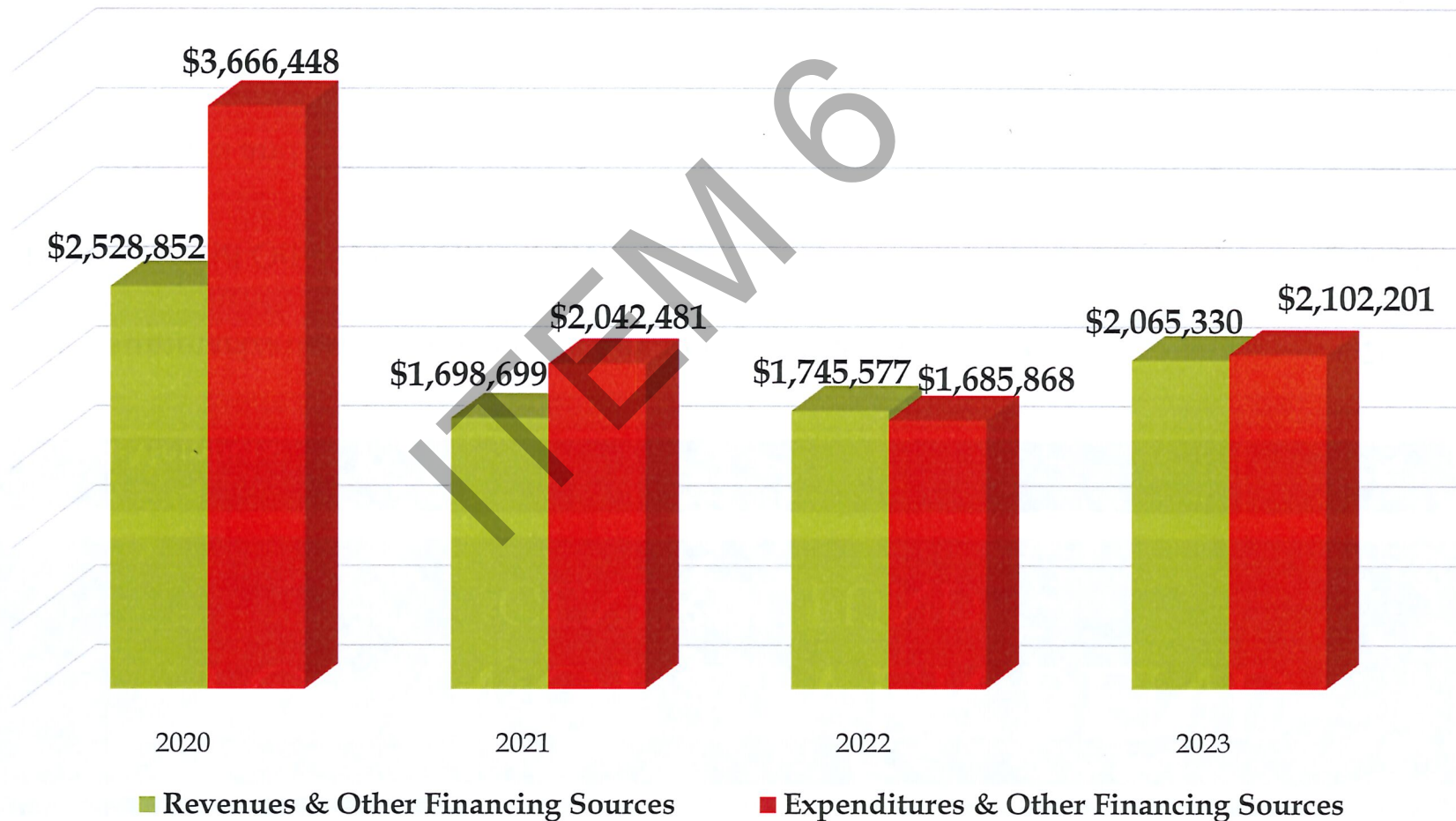
Dear Board Members:

Below is a summarization of some of the key items in the audit report.

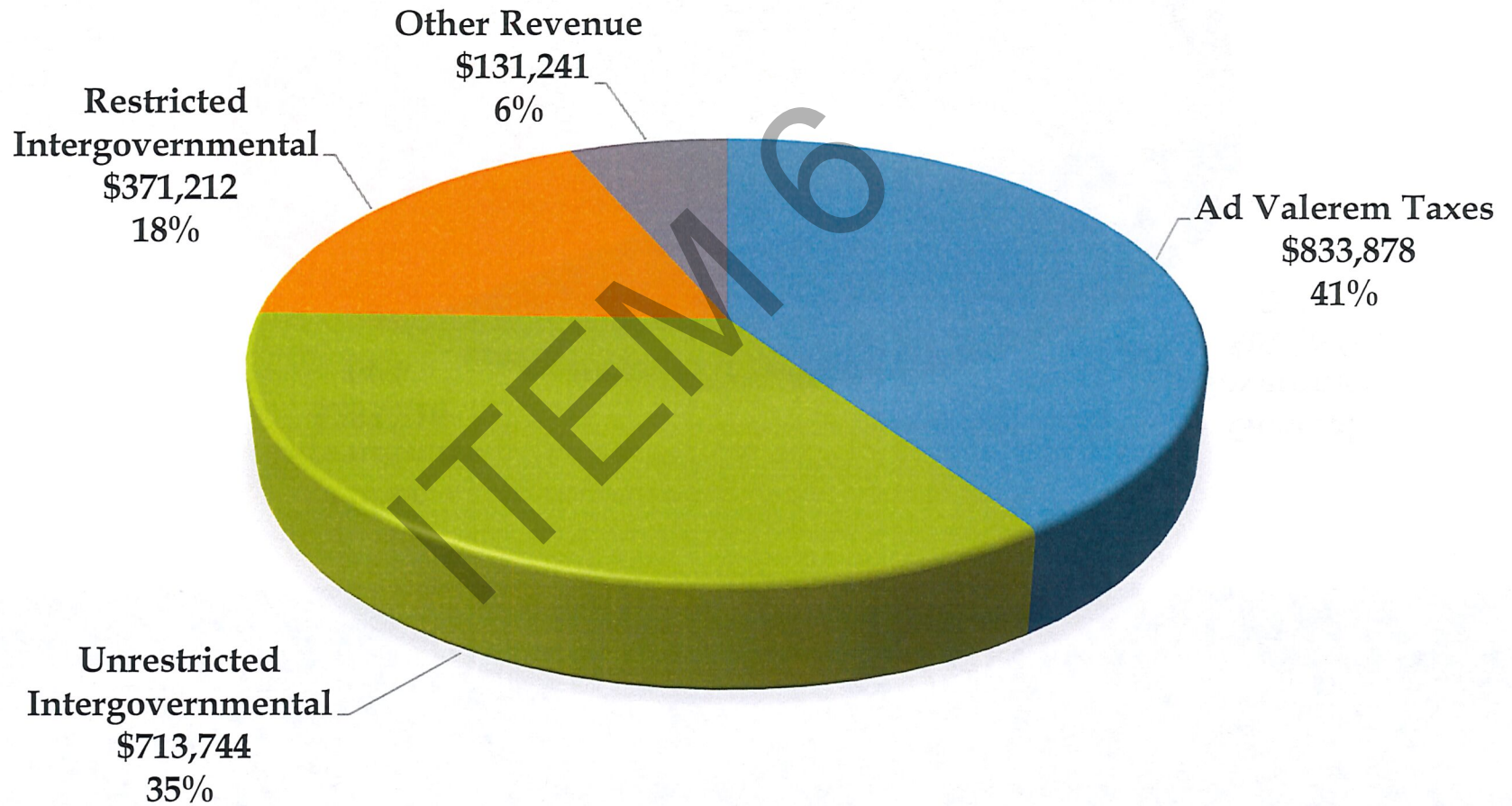
2023

Total Revenues and Other Financing Sources (Uses)	\$	2,065,330
Total Expenditures and Other Financing Sources (Uses)	\$	2,102,201
Net Change	\$	(36,871)
Minimum Undesignated Fund Balance as Recommended by the Local Government Commission (34% Of Expenditures)	\$	714,748
Unassigned Fund Balance	\$	919,547
Fund Balance Available as a Percentage of General Fund Expenditures		46.69%
Tax Collection Rate (Overall)		99.46%

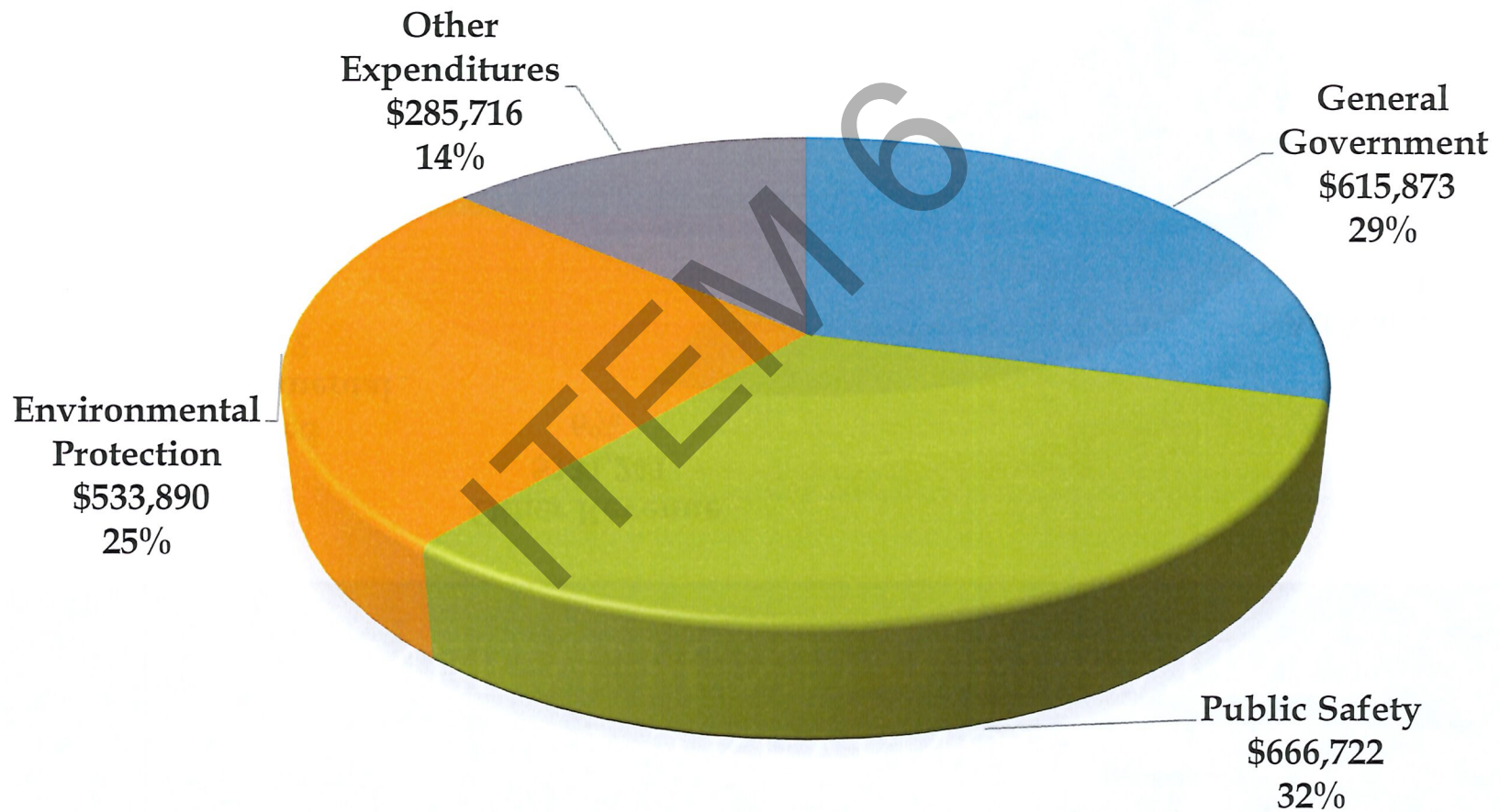
TOWN OF RIVER BEND GENERAL FUND OPERATING SUMMARY



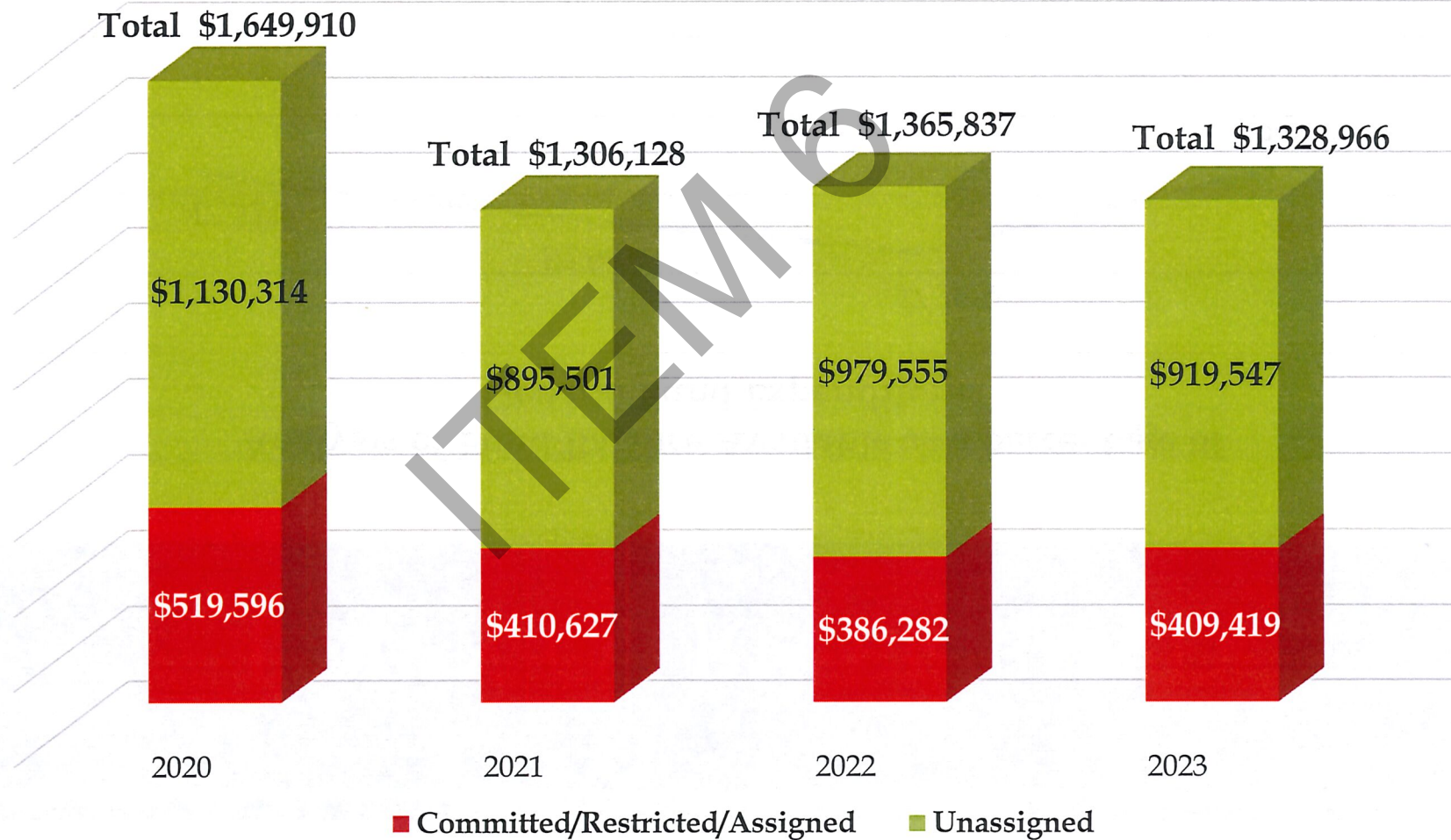
TOP 3 REVENUES : GENERAL FUND - OPERATING



TOP 3 EXPENDITURES: GENERAL FUND - OPERATING

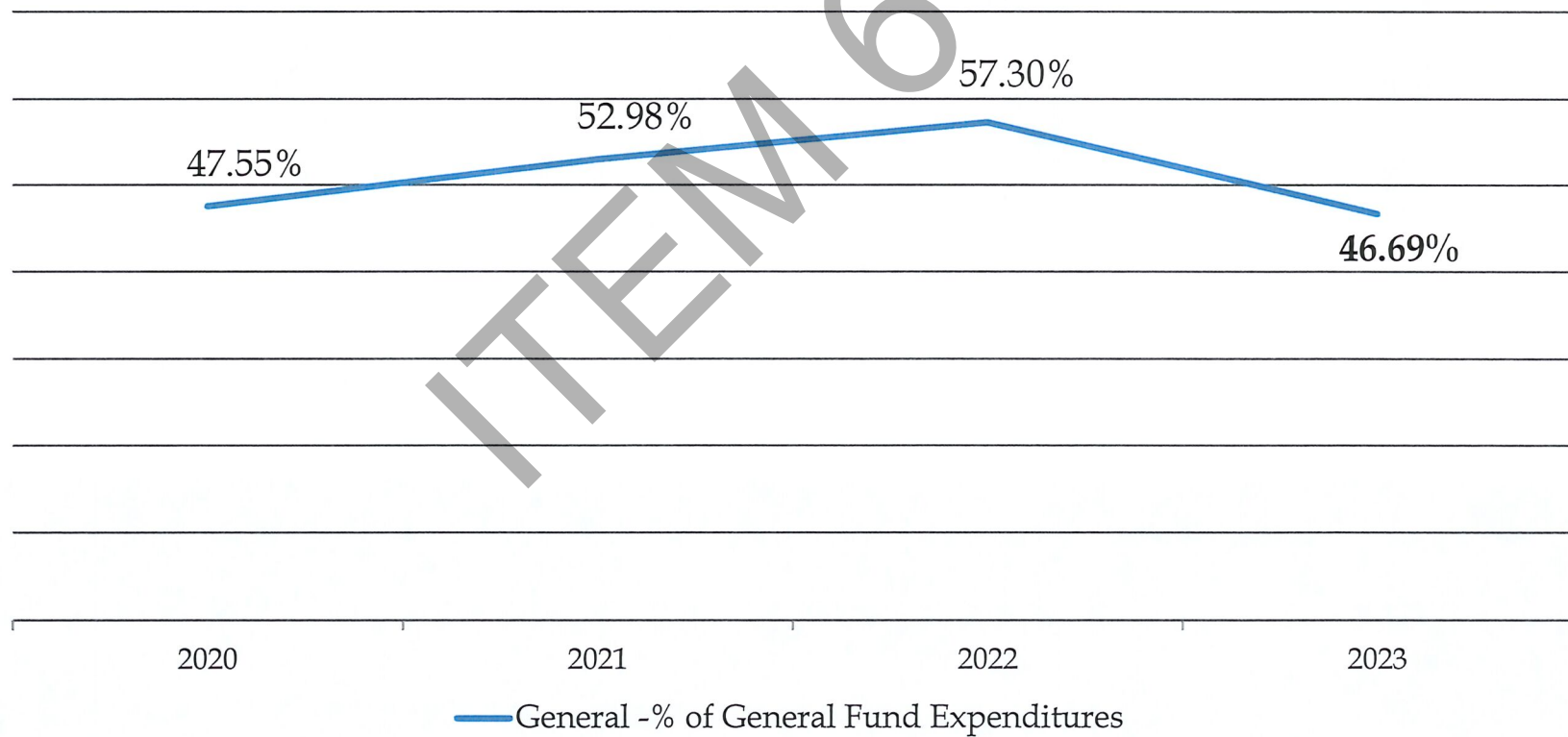


TOWN OF RIVER BEND ANALYSIS OF FUND BALANCE



TOWN OF RIVER BEND

**Analysis of Fund Balance Available as a percentage of
General Fund Expenditures**



TOWN OF RIVER BEND

AMERICAN RESCUE PLAN FUND

Dear Board Members:

Below is a summarization of some of the key items in the audit report.

2023

Total Revenues and Other Financing Sources (Uses)	\$	482,193
Total Expenditures and Other Financing Sources (Uses)	\$	482,300
Net Change	\$	(107)
Fund Balance at the Beginning of the Year	\$	107
Fund Balance at the End of the Year	\$	-

TOWN OF RIVER BEND

PUBLIC WORK CAPITAL PROJECT FUND

Dear Board Members:

Below is a summarization of some of the key items in the audit report.

2023

Total Revenues and Other Financing Sources (Uses)	\$	1,568,324
Total Expenditures and Other Financing Sources (Uses)	\$	792,736
Net Change	\$	775,588
Fund Balance at the Beginning of the Year	\$	406,561
Fund Balance at the End of the Year	\$	1,182,149

TOWN OF RIVER BEND

NON-MAJOR FUND

Dear Board Members:

Below is a summarization of some of the key items in the audit report.

2023

Total Revenues and Other Financing Sources (Uses)	\$	3,601
Total Expenditures and Other Financing Sources (Uses)	\$	12,787
Net Change	\$	(9,186)
Fund Balance at the Beginning of the Year	\$	93,755
Fund Balance at the End of the Year	\$	84,569

TOWN OF RIVER BEND

WATER FUND

Dear Board Members:

Below is a summarization of some of the key items in the audit report.

2023

Total Revenues and Other Financing Sources (Uses)	\$	596,585
Total Expenditures and Other Financing Sources (Uses)	\$	522,501
Capital contributions	\$	538,452
Transfers to other funds	\$	(515,879)
Net Change	\$	96,657
Fund Balance at the Beginning of the Year	\$	1,044,494
Fund Balance at the End of the Year	\$	1,141,151

TOWN OF RIVER BEND

SEWER FUND

Dear Board Members:

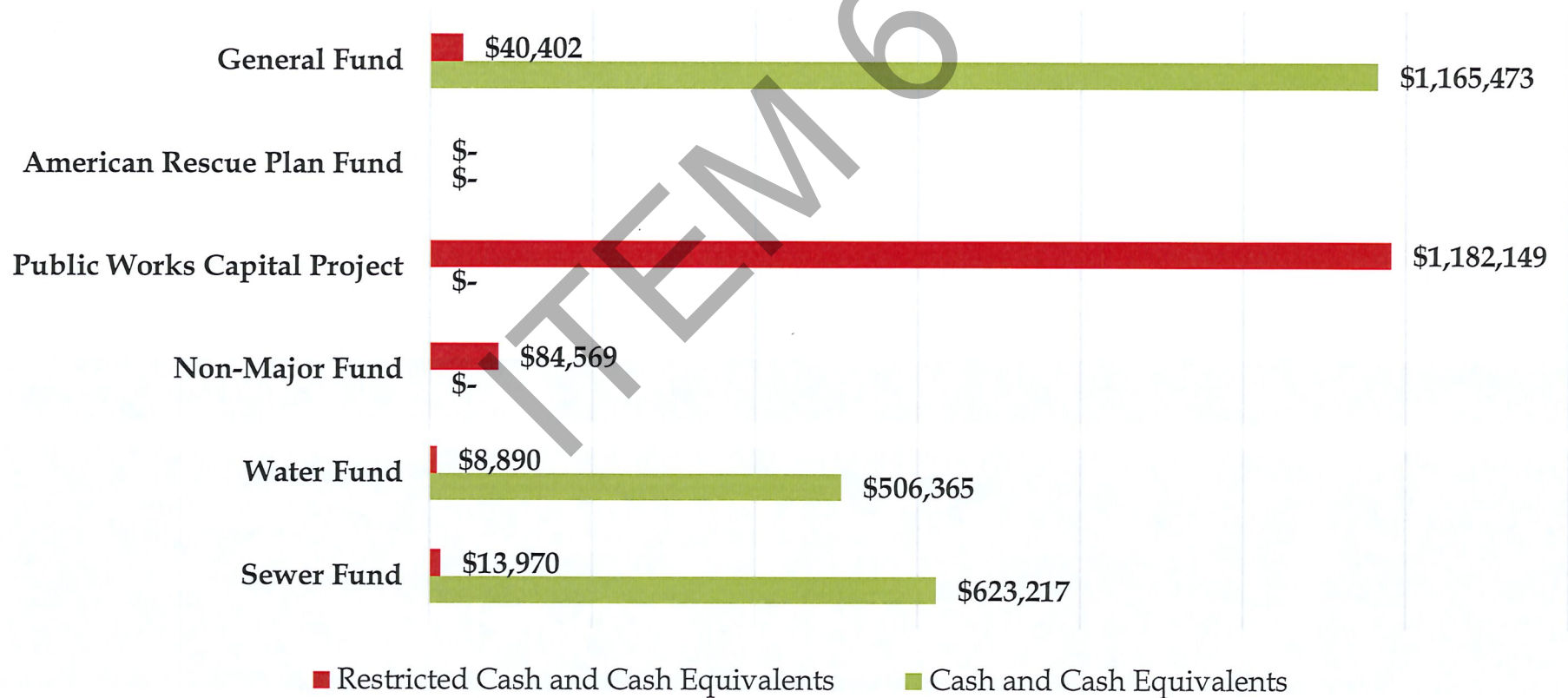
Below is a summarization of some of the key items in the audit report.

2023

Total Revenues and Other Financing Sources (Uses)	\$	683,564
Total Expenditures and Other Financing Sources (Uses)	\$	542,874
Capital contributions	\$	-
Transfers to other funds	\$	(515,879)
Net Change	\$	(375,189)
Fund Balance at the Beginning of the Year	\$	1,432,865
Fund Balance at the End of the Year	\$	1,057,676

TOWN OF RIVER BEND

Analysis of Cash



ADDITIONAL REQUIRED COMMUNICATIONS

Changes to the Audit Process

The Local Government Commission (LGC) will no longer initiate communications about concerns or findings (formerly considered unit letters). They have created a spreadsheet that has to be completed and submitted with the audit report. If that worksheet identifies what they consider a "Financial Performance Indicators of Concern" (FPICs), we are required to communicate those items to the Board.

You are required to submit a response within 60 days of the Board meeting in which the financial statements are presented. The detailed audit response should be presented to the entire Board, and signed by the entire Board, Finance Officer, and Manager.

The following FPIC's were identified on the LGC's transmittal document that we are required to notify you about:

ADDITIONAL REQUIRED COMMUNICATIONS

PERFORMANCE INDICATORS

The self-reported information from your unit's audit report was used to generate the following trends and performance indicators. We have created this Performance Indicator tab to make these indicators available to auditors and local governments when your audit is conducted. If any unit's results are shaded red, the unit must submit a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters" within 60 days from the auditor's board presentation. The response must address all performance indicators shaded in red.

Unit Name:	River Bend	Fiscal Year 2023	Explanation of Performance Indicator
Unit Number:	50490		

In the past, units of government have been grouped by population to evaluate ratios and benchmarking (including Fund Balance Available). Beginning with fiscal year 2020, we have grouped units by General Fund expenditures for purposes of evaluating the minimum amount of fund balance a unit needs to operate. A unit's General Fund expenditures proved to be a better correlation to the amount of funds balance needed to operate, especially for units with large higher education or tourism populations. Activity from Debt Service Funds (if applicable) is included in the calculation because these funds typically originate from the General Fund and are transferred to a Debt Service Fund.

The table below lists the thresholds that are used in the analysis of your unit's fiscal health. These thresholds were determined based on an analysis of previous years general fund activity. These thresholds will be monitored and updated as applicable.

GENERAL FUND:				Minimum Threshold	Unit Results	
There was appropriated fund balance for the General Fund in the 2023 budget AND your change in fund balance was negative. Please state if fund balance was used for operations or capital purposes in account 590 on the Unit Data from Audit Worksheet.				Positive Change in Fund Balance	Operations	If the General Fund has more expenditures than revenues because of operational issues and fund balance was appropriated to cover the loss, the continuation of this practice could result in deterioration of a unit's fund balance available.
WATER SEWER FUND: As of the publication date of this workbook, prior year self-reported numbers may not been received by the LGC staff, please contact LGC staff at lgcaudit@nctreasurer.com to have the prior year's financial data populated on this worksheet. Please include in email subject "Prior Year Financial Data."				Minimum Threshold	Unit Results	Note: If more than one performance indicator is identified, one proposed solution may solve all water and sewer performance indicators.
Water and Sewer Condition of Assets	0.17	0.16	0.15	Remaining useful life of asset greater than or equal to 0.50	0.15	This capital assets condition ratio formula calculates the remaining useful life. A remaining useful asset value less than 0.50 may signal the need to replace the assets in the near future.



THANK YOU FOR THE OPPORTUNITY TO
WORK WITH YOU!

ITEMS

**River Bend Town Council
Work Session Minutes
November 9, 2023
Town Hall
7:00 p.m.**

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

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Town Attorney: Trey Ferguson
Police Chief: Sean Joll

Members of the Public Present: 11

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, November 9, 2023, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

VOTE – Mutual Aid Agreement

Councilwoman Benton motioned to approve the Mutual Aid Agreement as presented. The motion carried unanimously. (see attached)

VOTE – Budget Amendment 23-B-03

Councilman Leonard motioned to approve Budget Amendment 23-B-03 as presented. The motion carried unanimously. (see attached)

VOTE – Resolution to Accept \$100,000 Grant

Councilman Leonard motioned to approve the Resolution to accept the ARPA grant offer of \$100,000. The motion carried unanimously. (see attached)

VOTE –Grant Project Ordinance

Councilman Weaver motioned to approve the Water Treatment Improvement Study Grant Project Ordinance as presented. The motion carried unanimously. (see attached)

Discussion – Christmas Tree Planting Project

Councilman Weaver stated that the Parks and Recreation Advisory Board had inquired about planting a permanent tree to serve as the town's Christmas tree. After a brief discussion among the Council, they decided that it would be rushed to have a tree for this holiday season but want the Parks and Recreation Advisory Broad to gather information on the appropriate tree to have it planted before Christmas next year.

Discussion – Future Use of Soon-to-be Vacated Public Works Building

Councilman Leonard stated that in the past the Council has discussed possibilities of what the Council may do with the Public Works Facility. He asked the Town Manager if the town would

receive the grant monies discussed previously to dispose of the facility and the Town Manager stated that he is not sure if the town would receive the funds, but he felt it is highly unlikely that the town is awarded those funds. Councilman Leonard stated the building would not be required to be torn down if the grant is not awarded and the Town Manager agreed. Councilman Leonard stated that in the past the Council has discussed the possibility of providing a space for the Red Caboose Community Library. Councilman Leonard asked if there was any interest in allowing the library to use a portion of the current Public Works Facility and Councilwoman Maurer stated that "It is an excellent idea" and the rest of the Council agreed. Councilman Weaver asked if there was a way to allow the library to use the facility without reversing the contract that was signed between the Red Caboose Community Library and the Town of River Bern? Councilman Sheffield stated that he felt that since the town has signed a contract with the library, the building use could be a part of that contract. The Town Manager stated that he and the Town Attorney had been discussing this and Attorney David Baxter had told him that there was a way to do this. Councilman Leonard stated that he felt this was not a permanent solution for finding the library a home, but it is a long-term solution. Councilman Leonard suggested that the Council would wait for guidance from the Town Manager and the Town Attorney. All agreed.

Discussion – Dress Code

The Mayor stated that he would like to establish a dress code for the Town Council for the council meetings. After a brief discussion the council agreed that in the months of October through March, it would be professional dress for the council at the regular council meetings, but not the work sessions.

Discussion – Draft Conditional Zoning Ordinance

The Town Manager stated that the draft Conditional Zoning Ordinance is included in the agenda package, and this includes the revisions that the Council had requested. He also stated that the Council would vote on this ordinance at the next meeting.

Discussion – Updated Official Zoning Map

The Town Manager presented the updated zoning map with a few minor changes.

VOTE – PDR-MF Study to Planning Board

Councilman Sheffield motioned to direct the Planning Board to study the limitations under PDR-MF to make it more restrictive including possible renaming. The motion carried unanimously.

REVIEW – Agenda for the November 16, 2023, Council Meeting

The Council reviewed the agenda for the November 16, 2023, Council Meeting.

CLOSED SESSION

Councilman Sheffield moved to go into Closed Session under NCGS 143-318.11(a)(3)(5)(6) and to discuss the possible acquisition of land owned by Weldon Brown, Jr. and Naqueldon Brown for the location of a new water treatment facility. The motion carried unanimously. The Council entered Closed Session at 7:59 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 9:10 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting was adjourned at 9:10 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk

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.

2023 STATEWIDE MUTUAL AID AGREEMENT

“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.

2023 STATEWIDE MUTUAL AID AGREEMENT**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

2023 STATEWIDE MUTUAL AID AGREEMENT

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

2023 STATEWIDE MUTUAL AID AGREEMENT

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

2023 STATEWIDE MUTUAL AID AGREEMENT

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.

2023 STATEWIDE MUTUAL AID AGREEMENT

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.

2023 STATEWIDE MUTUAL AID AGREEMENT

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 7

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.*

Eddie M. Buffaloe, Jr.
Secretary

Department of
Public Safety

Date: 11/14/2023 | 07:10:35 PST

BY: *William Ray*

William C. Ray, Director

Division of Emergency
Management

Date: 11/14/2023 | 09:16:53 EST

LOCAL GOVERNMENT UNIT

By: *Delane Jackson*

Chief Executive Officer/Local

Government Name: Delane Jackson

Title: Town Manager

Date: 10/30/2023 | 07:27:31 EDT

Witness: *Kristie Nobles*

Kristie Nobles

Town Clerk

APPROVED AS TO PROCEDURES:

BY: *Will Polk*

Office of General Counsel/Department of Public Safety

Will Polk Deputy General Counsel

Date: 11/13/2023 | 16:26:11 EST

2023 STATEWIDE MUTUAL AID AGREEMENT

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by Delane Jackson on 10/30/2023 | 07:27:31 EDT authorizes: Delane Jackson to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME: Delane Jackson

TITLE: Town Manager

DAY PHONE: 252-638-3870

NIGHT PHONE: 910-872-3882

CELL PHONE: 910-872-3882

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME: Brandon Mills

TITLE: Public Works Director

DAY PHONE: 252-638-3870

NIGHT PHONE: 252-617-2893

CELL PHONE: 252-617-2893

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME: Sean Joll

TITLE: Police Chief

DAY PHONE: 252-638-3870

NIGHT PHONE: 252-838-2195

CELL PHONE: 252-838-2195

FAX:



**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	<u>3,615,155</u>

Section 1. General Fund

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
Miscellaneous	16,200
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	<u>251,257</u>
Total	2,210,251

Section 1. General Fund (continued)

Authorized Expenditures

Governing Body	50,000
Administration	304,500
Finance	138,625
Tax Listing	13,700
Legal Services	24,000
Elections	0
Police	769,335
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
Recreation & Special Events	11,100
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	<u>2,210,251</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	55,000
Interest Revenue	1,900
Total	<u>56,900</u>

Authorized Expenditures

Transfer to General Fund	43,504
Future Procurement	13,396
Total	<u>56,900</u>

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	12,200
Interest Revenue	485
Total	<u>12,685</u>

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	12,685
Total	<u>12,685</u>

Section 4. Water Fund

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	<u>655,804</u>

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	<u>655,804</u>

[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	<u>10</u>

Authorized Expenditures

Future Expansion & Debt Service	10
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Section 6. Sewer Fund

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	<u>679,504</u>

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	<u>679,504</u>

[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	<u>1</u>

Authorized Expenditures:

Future Expansion & Debt Service	1
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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

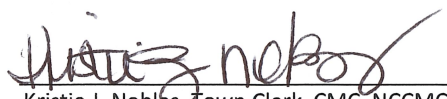
Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 9th day of November, 2023.



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,

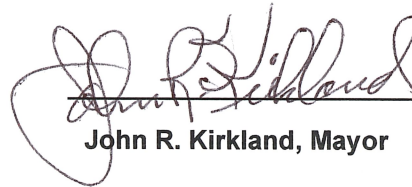
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND:

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

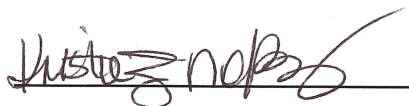
That Delane Jackson, Town Manager and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the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

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



John R. Kirkland, Mayor

ATTEST:



Kristie J. Nobles, Town Clerk, CMC

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
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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.

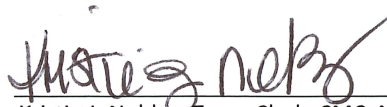
Section 9. Copies of this Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 9th day of November, 2023.


John R. Kirkland, Mayor



Attest:


Kristie J. Nobles, Town Clerk, CMC, NCCMC

**River Bend Town Council
Regular Meeting Minutes
November 16, 2023
Town Hall
7:00 p.m.**

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

Town Manager: Delane Jackson
Police Chief: Sean Joll
Finance Director: Mandy Gilbert
Deputy Clerk: Jennifer Barrow
Town Attorney: Dave Baxter

Members of the Public Present: 13

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, November 16, 2023, at the River Bend Town Hall with a quorum present.

VOTE – Amendment of Agenda

Councilwoman Maurer motioned to amend the agenda by adding Zoning Map Update as item 12 B. The motion carried unanimously.

VOTE – Approval of Amended Agenda

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

CONSENT AGENDA

The Mayor presented the council with the Consent Agenda. Councilman Leonard moved to approve the Consent Agenda as presented. The motion carried unanimously.

A. Approve:

*Minutes of the October 12, 2023, Work Session Meeting
Minutes of the October 19, 2023, Regular Council Meeting*

TOWN MANAGER’S REPORT

The Manager gave the following updates:

- The Town of River Bend has received the Government Finance Officers Association (GFOA) certificate of achievement of excellence in financial reporting for the fiscal year ending June 30, 2022. This is the twelfth year in a row that the Town has received this international recognition. Credit goes to the finance department and Finance Director, Mandy Gilbert.
- Next Month, the Town’s newly appointed auditing firm will be at the regular meeting to give the audit presentation.
- The construction on the new public works building is nearing completion. A tentative plan for a building dedication is scheduled for December 15, 2023. In the event of inclement weather, the event will be held inside the building.

- Over the next week to ten days, the engineering firm hired by the town to administer the two Asset Inventory and Assessment (AIA) Grant projects for water and sewer will be present in town. They are working on water and sewer simultaneously but expect to focus primarily on sewer testing within the Channel Run area during that time. They will be smoke testing and televising sewer lines. Please do not be alarmed if you notice smoke coming from manholes or from vent stacks on houses. This is a normal occurrence during testing.
- A more detailed explanation of the two big water and sewer projects will be posted publicly as suggested by Councilman Weaver.

ADMINISTRATIVE REPORTS

PARKS & RECREATION – COUNCILMAN WEAVER

Parks & Recreation

Councilman Weaver stated that the Parks and Recreation Advisory Board met on November 1st at 7:00 p.m. During that meeting, the Town Manager gave a presentation on open meeting laws. Plans for the upcoming Friendsgiving event were finalized. Friendsgiving will be held on November 18th, 2023. Currently, at least thirty people have signed up to participate in the event. The Pumpkin Palooza held on October 18th, 2023, was a successful event with a great turnout. The next Parks & Rec sponsored event will be the annual Christmas Tree Lighting scheduled for Friday, December 1st, 2023, at 6:00 p.m. at the River Bend Municipal Building.

Organic Garden

For the month of October, 289 pounds of produce was harvested with a year-to-date total of 2,477 pounds. The year-to-date total of produce donated to Interfaith Refugee Ministries is 253 pounds. Volunteer hours in October totaled 181 with a year-to-date total of 1606 hours. Garden activity has slowed after nearing completion of preparation for winter. Two beds of winter vegetables have been planted. The last active summer bed is almost finished. The irrigation system has been disconnected. While the beds are covered for the winter, garden volunteers will perform basic winter maintenance and address some larger projects if there are warm days. During the slow period in the garden, work has started on plans for spring planting. It includes research on vegetable varieties, crop rotation and remediating beds that have had unhealthy plants. Planting is scheduled to start in early February. Visitors are always welcome to tour the garden and attend monthly garden volunteer meetings.

CAC – COUNCILWOMAN MAURER

The CAC met on November 15, 2023. The Fall Festive Award winner was 704 Plantation Drive. The winner of the best Halloween decorations was awarded to 107 Boatswain. The Christmas festive home nomination dates will run from December 5-15. Two winners will be announced on December 20. Nominations can be made by the homeowner, a neighbor or someone who likes the decorations. Two Christmas globe workshops were completely filled. Thirty-five more globes were made for the town by class participants who also took home a globe for themselves. The additional globes will be installed around Town Commons. Following a workshop, a resident submitted her application to serve on the board. She is scheduled to attend the January CAC meeting. Board members reviewed the arborist's report on Plantation median. They supported the Town Manager's recommendation to rework a small section of the median in a planned, professional way. It would serve as a model for additional work. The next steps will need to be decided by Council. One critical concern is that any planting must be properly cared for. I suggest we put this item on the agenda for the December work session. The Council should come to some decisions before the budget planning process starts in January. Arbor Day plans are progressing. It will be an event for the entire town. A tree planting ceremony will only be the beginning. I heard that the River Bend Garden Club may work with the CAC. Stay tuned. Planning even further ahead, CAC members are developing an Independence Day craft décor program. The next meeting is scheduled for January 17, 2024, at 4 pm in the Municipal Building.

The meeting is open to everyone. Please attend if you are interested. The members of CAC wish everyone a Happy Thanksgiving.

FINANCE – COUNCILMAN LEONARD

Councilman Leonard congratulated the Finance Department and Director, Mandy Gilbert, for another consecutive year of receiving the GFOA certificate of excellence in financial reporting. Financial Report – Finance Director, Mandy Gilbert, presented to the Council the financial statement for the month of October. She stated that the total of the Town's Cash and Investments as of October 31, 2023, was \$2,995,466. Ad valorem tax collections for FY23-24 were \$140,285.16 and Vehicle Ad valorem tax collections were \$30,871.61.

ENVIRONMENT AND WATERWAYS – COUNCILMAN LEONARD

EWAB met on November 6th, 2023, at 7 PM in the small conference room in the Municipal Building. There was a quorum. The minutes of the October 2nd, 2023, meeting were approved. Councilman Leonard gave a council update and answered questions from the members. Old business: Reviewed the National Night Out event. Bulkhead inspections: the last sections will be inspected on November 17th, 2023. Several drainage areas were reviewed. Still one board member short, please think of joining. New business: no new items. Volunteer hours: 17. Next meeting: February 5th, 2024. The meeting adjourned at 7:28 PM.

PLANNING BOARD – COUNCILMAN SHEFFIELD

Councilman Sheffield stated that the Planning Board did not meet in November.

VOTE – CONDITIONAL ZONING ORDINANCE

Councilman Sheffield motioned to approve the amendment to Chapter 15 of the town's zoning ordinance as presented. The motion carried unanimously. (see attached)

VOTE- ZONING MAP

Councilman Sheffield motioned to adopt the updated zoning map, dated November 16, 2023, as the town's official zoning map. The motion carried unanimously. (see attached)

PUBLIC SAFETY – COUNCILWOMAN BENTON

Community Watch- Councilwoman Benton stated that the Police Chief recently met with Community Watch Chair, Egon Lippert, to discuss how the police department can get more involved with Community Watch and work side by side with residents. Councilwoman Benton stated that she plans to volunteer and encouraged everyone to volunteer if possible.

MAYORS REPORT – MAYOR KIRKLAND

Halloween in River Bend

The Parks and Recreation Advisory Board sponsored "Pumpkin Palooza" on the evening of 21 October. This event was aimed at providing costumed children a fun encounter with the Halloween tradition of receiving candy from the adults that they visit. I was privileged to shadow my great granddaughter and great grandson as they made their visit to all the well decorated adults manning equally decorated individual stations. There was a large number of children making their way down the candy reward line. Those children came in a range of ages, some so young that parents were accompanying or providing stroller transport. The evening was pleasant and the soccer field the perfect setting. Thanks P&R for your work in giving the Town's many children a memorable event of River Bend at Halloween 2023.

Recognizing the Town's early developer on 26 October

The Town Council approved the acquisition of a marker to honor Mr. Frank Efirm who was the original developer of the Town in the 1960s and the 1970s. This inscribed marker is now located along the sidewalk that surrounds the gazebo and Garden Club Memorial Garden at the pond side of Town Hall. We are pleased that Mr. Efirm and his son were able to attend the dedication

of the marker and meet with residents Mr. Lou Columbo and Mrs. Joyce Frazier who assisted Mr. Efird during the period of early Town development.

CLOSED SESSION

Councilman Leonard moved to go into a Closed Session under NCSG §143-318.11(a)(3)(6). The Council entered Closed Session at 7:45 p.m.

OPEN SESSION

Councilman Leonard moved to return to Open Session at 8:43 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting was adjourned at 8:43 p.m.

Jennifer Barrow
Deputy Town Clerk

ITEM

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 J. Nobles, Town Clerk

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

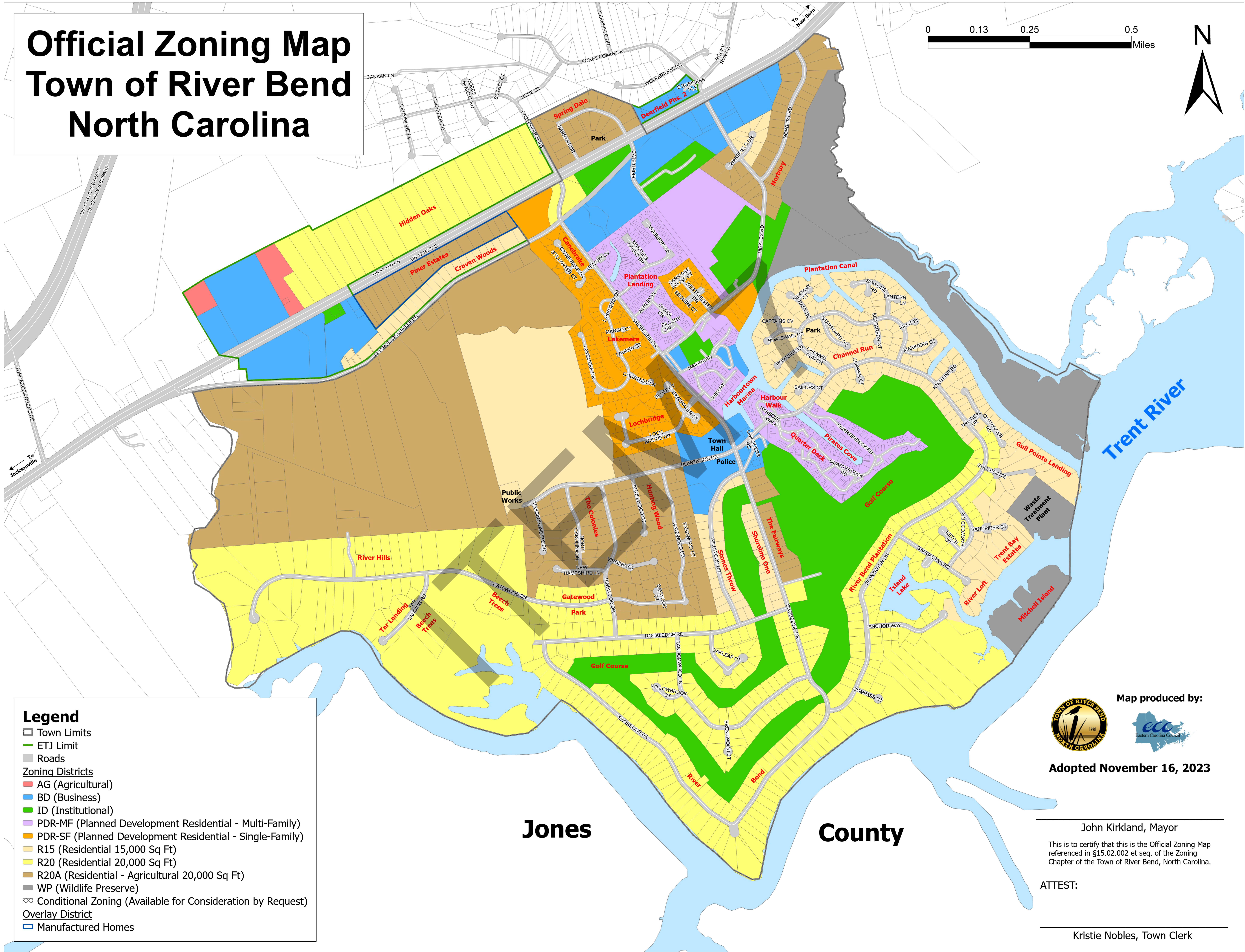
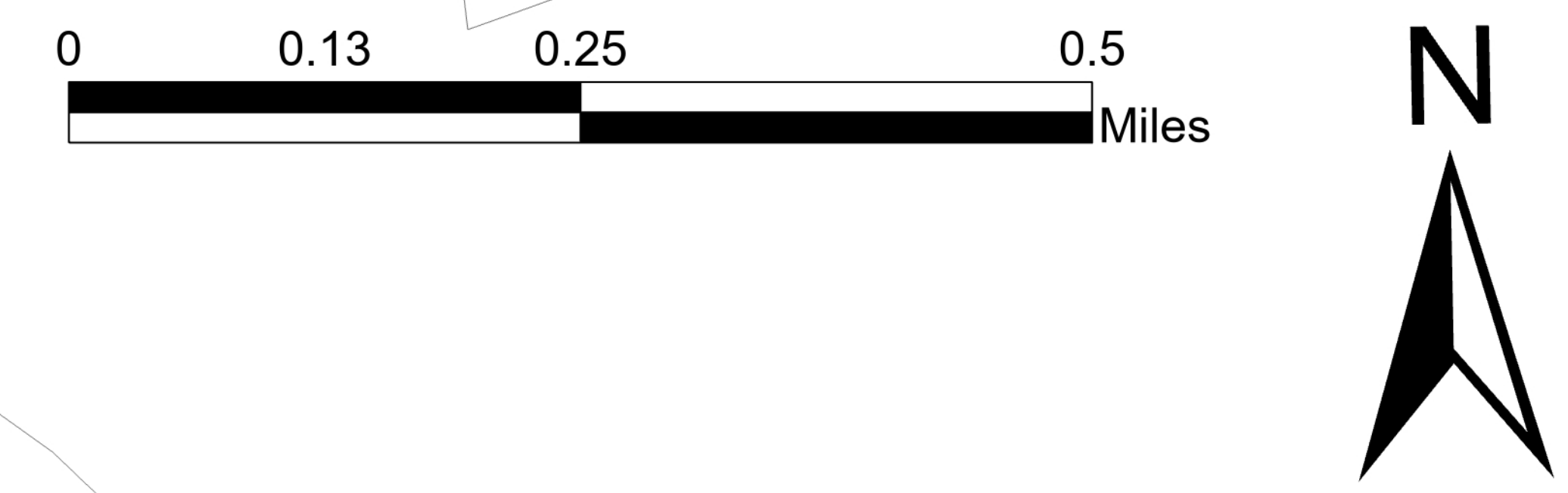
August 17, 2023- Town Council discusses draft ordinance and sets date for public hearing

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

Official Zoning Map Town of River Bend North Carolina



Legend

- Town Limits
- ETJ Limit
- Roads
- Zoning Districts**
- AG (Agricultural)
- BD (Business)
- ID (Institutional)
- PDR-MF (Planned Development Residential - Multi-Family)
- PDR-SF (Planned Development Residential - Single-Family)
- R15 (Residential 15,000 Sq Ft)
- R20 (Residential 20,000 Sq Ft)
- R20A (Residential - Agricultural 20,000 Sq Ft)
- WP (Wildlife Preserve)
- ⊠ Conditional Zoning (Available for Consideration by Request)
- Overlay District**
- Manufactured Homes

Map produced by:

Adopted November 16, 2023

John Kirkland, Mayor

This is to certify that this is the Official Zoning Map referenced in §15.02.002 et seq. of the Zoning Chapter of the Town of River Bend, North Carolina.

ATTEST:

Kristie Nobles, Town Clerk

Jones

County



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2023

	ACTIVITIES	2023	2023	2023	% of Total Calls	% Change Last 2 Mos.
		September	October	November		
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (0)	10	13	7	0.26%	-46.00%
2	ANIMAL COMPLAINTS	13	10	5	0.19%	-50.00%
3	ARRESTS	0	2	4	0.15%	100.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	2	2	5	0.19%	150.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	12	16	21	0.79%	31.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	40	29	25	0.94%	-14.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	16	15	25	0.94%	67.00%
8	ASSIST OTHER AGENCIES	3	6	1	0.04%	-83.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	0	0	1	0.04%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	0	3	9	0.34%	200.00%
11	DOMESTICS	1	3	3	0.11%	0.00%
12	FIRES / ALARM	4	1	3	0.11%	200.00%
13	IDENTITY THEFT / FRAUD	1	1	0	0.00%	-100.00%
14	INVOLUNTARY COMMITMENTS	1	0	2	0.08%	0.00%
15	JUVENILE COMPLAINTS	1	1	1	0.04%	0.00%
16	LARCENIES	2	3	0	0.00%	-100.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	0	0	0	0.00%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	2	3	1	0.04%	-67.00%
20	PROPERTY DAMAGE / VANDALISM	1	0	1	0.04%	0.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	2293	2287	2,419	91.32%	6.00%
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	1	0.04%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	7	22	19	0.72%	-14.00%
26	TOWN ORDINANCE CITATIONS	0	0	0	0.00%	0.00%
27	TOWN ORDINANCE VIOLATIONS	3	2	4	0.15%	100.00%
28	TRAFFIC ACCIDENTS	2	1	3	0.11%	200.00%
29	TRAFFIC STOPS	35	34	65	2.45%	91.00%
30	TRAFFIC COMPLAINTS-RADAR	4	4	4	0.15%	0.00%
31	DWI	0	0	0	0.00%	0.00%
32	CHECKPOINTS	1	1	1	0.04%	0.00%
33	DRUG VIOLATIONS	0	1	1	0.04%	0.00%
34	WELFARE CHECKS	5	7	5	0.19%	-29.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	2	5	3	0.11%	-40.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	6	7	7	0.26%	0.00%
37	TRESPASSING	3	7	3	0.11%	-57.00%
38	OVERDOSE	0	0	0	0.00%	0.00%
39	TOTAL	2470	2486	2649	100.00%	7.00%

Traffic Violations

- 17 State Citations
- 17 Total State Charges
- State Warnings
- Town Citations
- Town Warnings

Community Watch Checks

- 113 100 Pirates
- 114 100 Plantation
- 117 200 Lakemere
- 131 200 Rockledge
- 87 Piner Estates

Phone Calls Answered (638-1108)

- 253 Incoming Calls

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



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

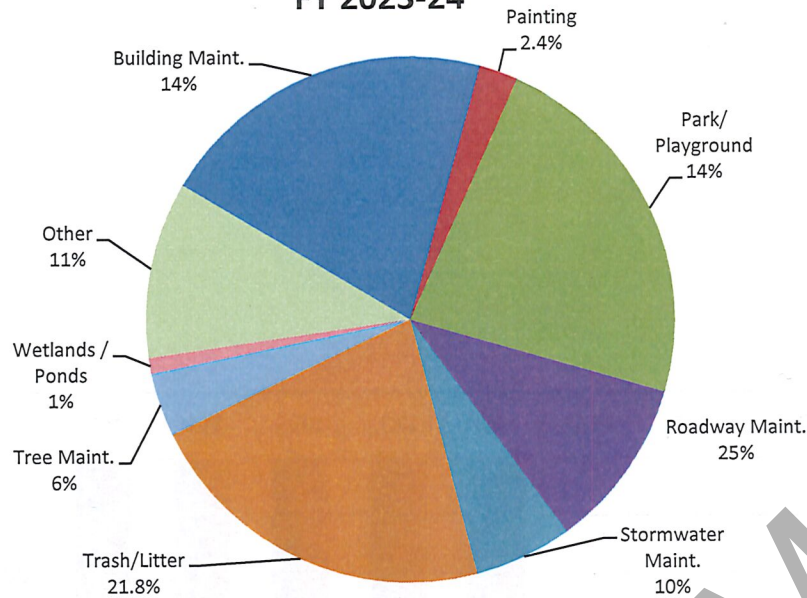
November 2023 Monthly Report Brandon Mills, Director of Public Works

Hopefully everyone enjoyed the Thanksgiving holiday and is looking forward to Christmas and the new year. Public Works continued to do a great job with their responsibilities, encompassing roadway upkeep, park maintenance, and stormwater management. As the month ended and after Thanksgiving our efforts extended to adorning the town with festive Christmas decorations. The Christmas balls up front and around town hall were made by the CAC and town residents at a CAC event. I would like to thank them for doing a wonderful job. Hopefully everyone is enjoying the lights around town.

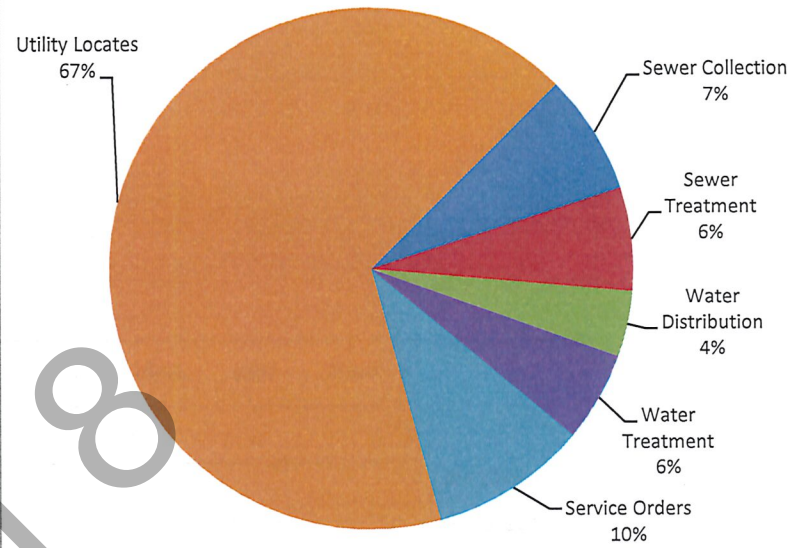
Water Resources staff diligently operated the water and wastewater systems addressing one minor challenge of a clogged lift station pump. It's essential to remind everyone to exercise caution in what they flush or drain into the wastewater collection system. To maintain the efficiency and longevity of our system, everyone has to do their part. There is information on the town's website that gives the do's and don'ts of our collection system. It essentially will tell you how to properly dispose of certain items and what not to flush and drain into the system. Overall, both Public Works and Water Resources deserve recognition for their continued commitment to the well-being of the community.

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 dialing the Town Hall at 252-638-3870. You will be instructed to dial "9" and 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, and they will get in contact with the on-call utility systems operator.

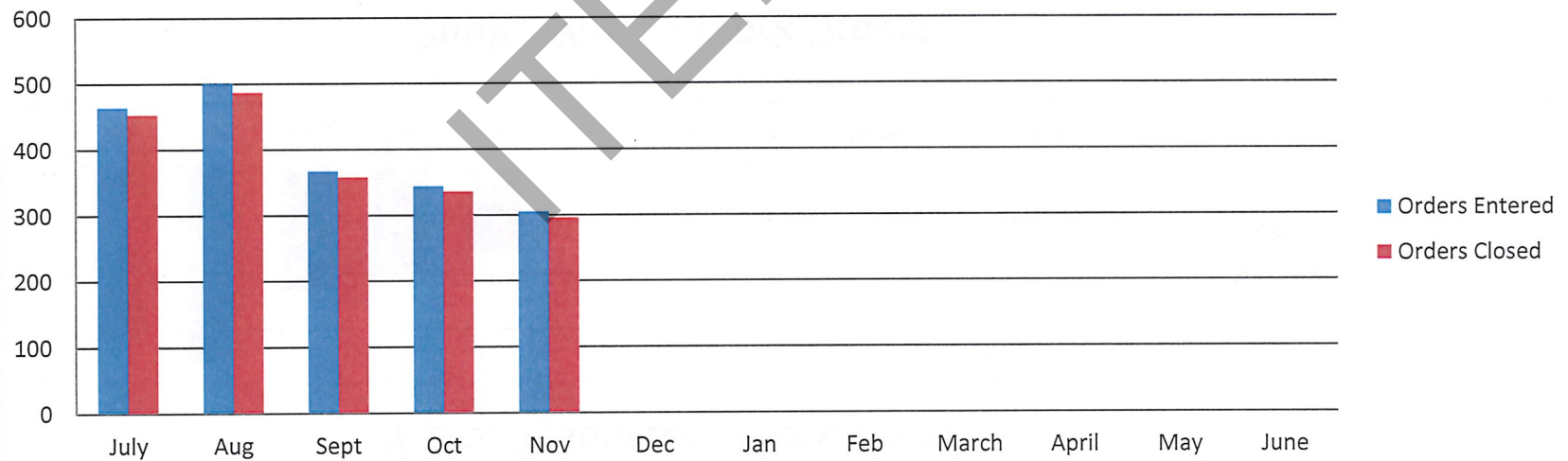
**Public Works Work Orders
FY 2023-24**



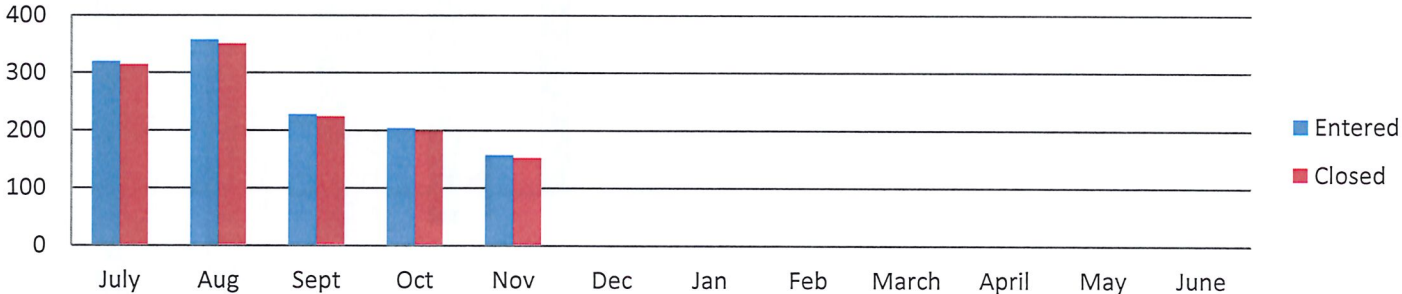
**Water Resources Work Orders
FY 2023-24**



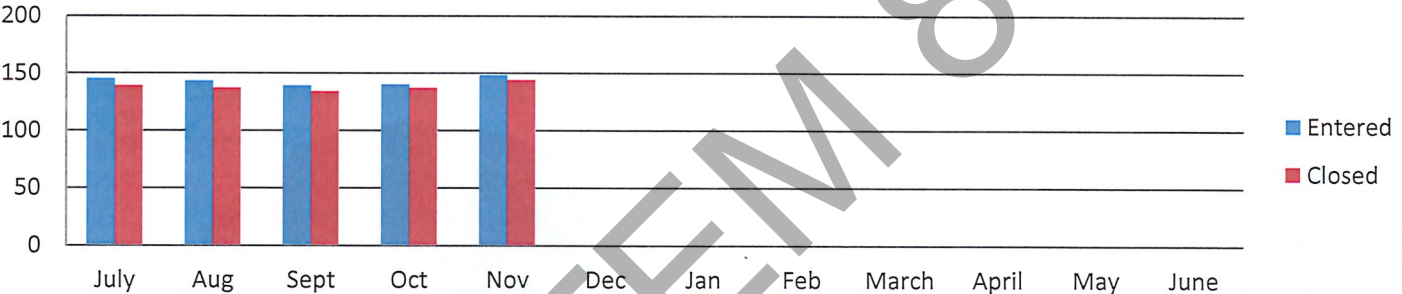
Total Work Orders - FY 2023-24



Water Resources - Work Orders



Public Works - Work Orders





MONTHLY ZONING REPORT

MONTH YEAR

Activity	Monthly	YTD Total
Permit Applications Received	7	33
Permits Issued	7	33
Fees Collected	1268.80	3142.40
Violations Noted During Weekly Patrol	4	31
Complaints Received From Citizens	4	7
Notice Of Violations Initiated *see details below	4	23
Remedial Actions Taken By Town		0

Detail Summary		
Address	Violation	Date Cited
266 Shoreline	Boat	1-Nov
314 Lochbridge	Trailer	15-Nov
208 Randomwood	Boat	15-Nov
298 Shoreline	Trailer	15-Nov

River Bend Community Organic Garden (RBCOG)

Monthly Report – December 2023

November was a quiet month. A limited number of vegetables were planted in two beds. Some, like collards, Swiss chard and lettuce will produce all winter.

Volunteer hours in November totaled 73 with a year-to-date total of 1678 hours. Garden activity was limited due to the absence of several members who were sick or who had surgery.

Administrative tasks increased as garden time decreased. The 2024 garden planting plan is in place. Seeds and onion sets were ordered. Several types of vegetable seeds will be started in late January or early February. The onions are scheduled to arrive for planting in mid-February.

Visitors should call ahead if they want to visit the garden. Everyone is welcome to attend and participate in monthly garden volunteer meetings.

ITEM 9

File in P&R and COG

Liaison Report to Town Council – 12/14/23

Community Appearance Commission

The CAC did not meet in December.

If you are enjoying the festive lights at town entrance and around Town Hall, thank the CAC and the workshop participants, who, over the last few years, including this one, have created over 125 light globes. Remember to say thanks to the Public Works staff who installed the lights.

The Christmas festive home nomination dates will run from December 5-15. Two winners will be announced on December 20. Nominations can be made by the homeowner, a neighbor or someone who likes the decorations.

Board members await the Council's decision on how to proceed following receipt of the arborist's detailed report and recommendations.

Planning continues for an Arbor Day celebration and an Independence Day craft décor program.

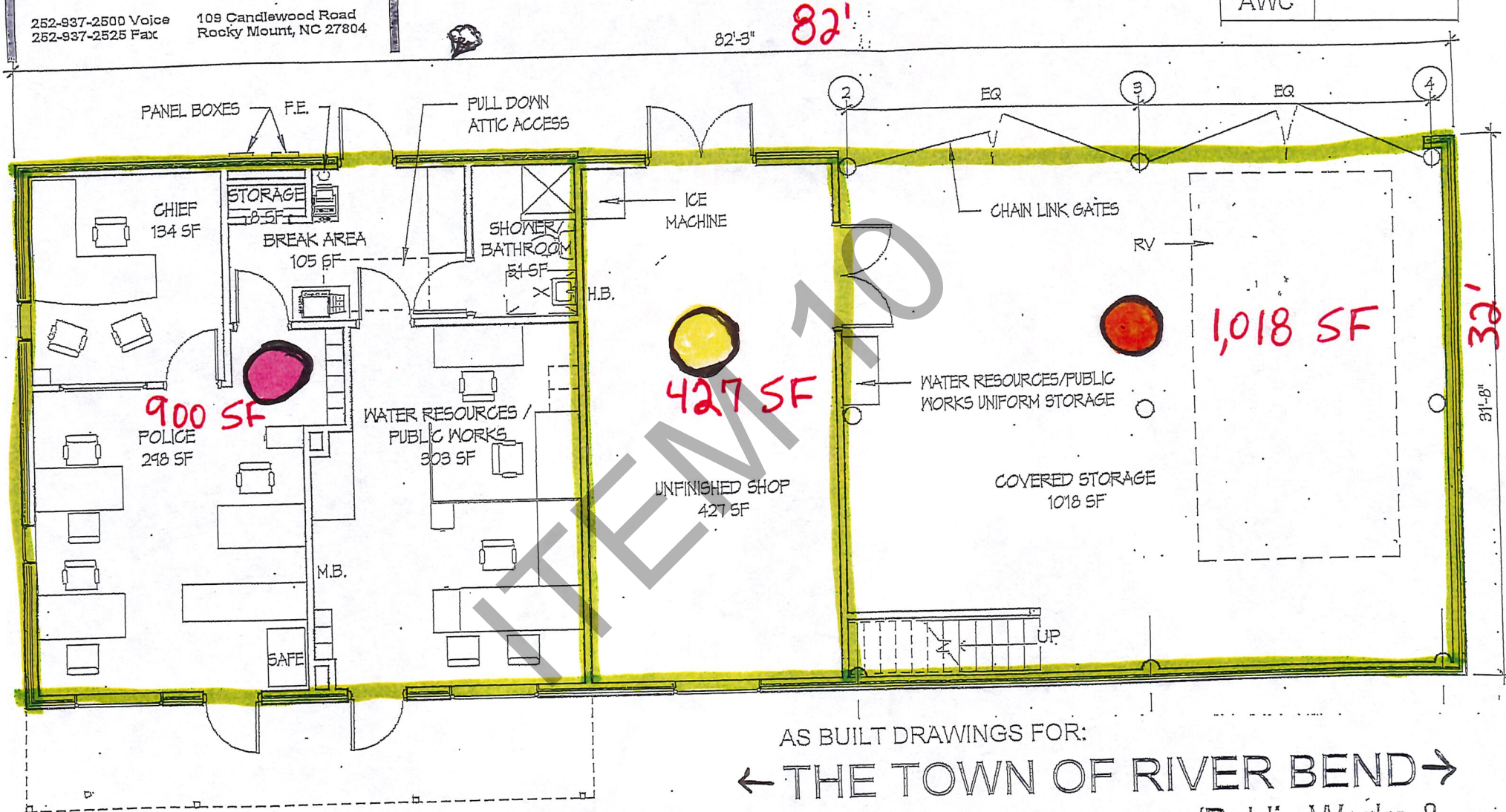
The next meeting is scheduled for January 17, 2024 at 4 pm in the Municipal Building. The meeting is open to everyone. Please attend if you are interested.

The members of CAC send holiday greetings to everyone.

ITEM 10

Approx 2,345

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



AS BUILT DRAWINGS FOR:

← THE TOWN OF RIVER BEND →

Existing Water Resources/Public Works & Police Station Facility

River Bend, North Carolina

1ST FLOOR PLAN

1/8" = 1'-0"



Craven County GIS

Craven County does not warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printer

1/16/2023 at 12:56:49 PM

1 inch = 65 feet



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	
	Original	Current													Total	% Budget
1 Ad Valorem Taxes	935,566	935,566	-	28,855	71,341	40,089	54,464								194,748.88	20.8%
2 Ad Valorem Taxes - Vehicle	90,000	90,000	-	9,368	11,743	9,761	6,590								37,461.29	41.6%
3 Animal Licenses	1,500	1,500	80	60	50	30	30								250.00	16.7%
4 Local Gov't Sales Tax	421,494	421,494	36,413	36,490	38,496	36,374	37,336								185,109.09	43.9%
5 Hold Harmless Distribution	108,195	108,195	8,203	9,920	10,574	9,986	9,991								48,674.75	45.0%
6 Solid Waste Disposal Tax	2,200	2,200	-	580	-	-	581								1,161.28	52.8%
7 Powell Bill Fund Appropriation	-	-	-	-	-	-	-								-	0.0%
8 Powell Bill Allocation	91,000	91,000	-	-	45,050	-	-								45,049.69	49.5%
9 Beer & Wine Tax	13,225	13,225	-	-	-	-	-								-	0.0%
10 Video Programming Tax	49,621	49,621	-	-	12,138	-	-								12,138.02	24.5%
11 Utilities Franchise Tax	112,169	112,169	-	-	23,348	-	-								23,348.08	20.8%
12 Telecommunications Tax	6,725	6,725	-	-	1,811	-	-								1,810.70	26.9%
13 Court Cost Fees	500	500	91	41	97	18	14								259.50	51.9%
14 Zoning Permits	7,000	7,000	1,655	487	78	358	692								3,269.40	46.7%
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	16,200	1,386	777	1,798	1,100	430								5,490.72	33.9%
20 Insurance Settlements	-	-	-	-	-	-	-								-	0.0%
21 Interest - Powell Bill	50	50	-	-	0	0	-								0.35	0.7%
22 Interest - Investments	20,000	20,000	4,275	3,851	3,623	3,559	3,281								18,589.01	92.9%
23 Contributions	901	901	640	-	-	-	0								640.18	71.1%
24 Wildwood Storage Rents	18,144	18,144	1,630	1,682	1,663	1,663	1,711								8,348.88	46.0%
25 Rents & Concessions	18,000	18,000	1,600	1,640	1,640	1,500	1,560								7,940.00	44.1%
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	2,210,251	99,477	98,878	223,449	104,438	116,679	0	0	0	0	0	0	0	642,919.79	29.1%

*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
2 Administration	304,500	304,500	40,714	18,438	23,611	26,846	16,827								126,436	41.5%
3 Finance*	138,000	138,625	15,480	8,359	7,114	20,158	14,103								65,214	47.0%
4 Tax Listing	13,700	13,700	-	596	1,076	690	766								3,128	22.8%
5 Legal Services	24,000	24,000	3,635	5,189	4,403	1,702	-								14,929	62.2%
6 Elections	-	-	-	-	-	-	-								-	0.0%
7 Public Buildings*	103,600	104,500	10,776	9,758	7,078	6,696	8,735								43,044	41.2%
8 Police*	744,800	769,335	64,100	46,496	41,585	64,881	67,069								284,131	36.9%
9 Emergency Management	5,700	5,700	1,954	16	740	34	16								2,760	48.4%
10 Animal Control	17,100	17,100	2,040	991	1,076	1,763	977								6,847	40.0%
11 Street Maintenance*	232,200	272,950	5,100	2,478	2,695	175,604	2,444								188,321	69.0%
12 Public Works	189,000	189,000	18,914	14,402	14,230	16,499	9,722								73,767	39.0%
13 Leaf & Limb, Solid Waste	52,384	52,384	6,453	199	8,529	448	167								15,797	30.2%
14 Stormwater Management	47,000	47,000	3,060	1,487	1,603	3,830	2,237								12,218	26.0%
15 Waterways & Wetlands	2,900	2,900	-	25	-	-	-								25	0.9%
16 Planning & Zoning	57,000	57,000	5,573	3,535	3,544	6,614	3,628								22,893	40.2%
17 Recreation & Special Events*	10,500	11,100	1,242	-	-	1,001	329								2,573	23.2%
18 Parks*	61,000	62,450	4,471	2,712	4,896	6,221	3,093								21,394	34.3%
19 Transfers	67,200	67,200	67,200	-	-	-	-								67,200	100.0%
20 Contingency	20,807	20,807	-	-	-	-	-								-	0.0%
Total	2,156,391	2,210,251	258,087	114,582	125,689	332,371	131,636	0	0	0	0	0	0	0	962,365	43.5%

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	-
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

	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	278,811	278,811	46,315	395	46,113	279	46,330								139,431	50.0%
2 Consumption	242,665	242,665	44,101	290	43,647	89	42,074								130,201	53.7%
3 Other, incl. transfers	23,060	23,060	1,806	5,373	3,673	5,441	3,201								19,494	84.5%
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	93,434	5,809	91,605	0	0	0	0	0	0	0	309,074	47.1%

	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*	491,335	491,804	47,075	23,624	21,934	33,997	34,702								161,332	32.8%
2 Supply & Treatment	86,800	86,800	6,039	1,341	8,193	1,276	1,397								18,247	21.0%
3 Distribution	53,700	53,700	31,109	5,813	99	418	394								37,832	70.5%
4 Transfers / Contingency	23,500	23,500	-	-	-	-	-								-	0.0%
Total	655,335	655,804	84,223	30,778	30,227	35,690	36,493	0	0	0	0	0	0	0	217,411	33.2%

	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*	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	515,231	542,452	534,534	0	0	0	0	0	0	0
2 Water Capital Reserve Fund (CIF)		1,258	1,263	1,269	1,275	1,280	0	0	0	0	0	0	0

	Limit	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
		1 Total Gallons		10,451,000	10,845,000	9,577,000	9,626,000	9,318,000						
2 Average daily gallons	925,000*	337,129	349,839	319,233	310,516	310,600	0	0	0	0	0	0	0	325,463

* This is the permitted daily limit.



Sewer Fund

Revenue		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		
		Original	Current															Total
1	Base Charge	296,108	296,108	49,103	477	48,849	320	49,154									147,903	49.9%
2	Consumption	348,824	348,824	60,453	(25)	59,775	74	58,794									179,070	51.3%
3	Other, incl. transfers	15,470	15,470	2,526	3,814	3,764	4,000	3,999									18,103	117.0%
4	Appropriated Fund Bal.*	18,633	19,102	-	-	-	-	-									-	0.0%
Total		679,035	679,504	112,082	4,266	112,388	4,394	111,946	0	0	0	0	0	0	0	0	345,077	50.8%

Expenses		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		
		Original	Current															Total
1	Admin & Finance*	482,735	483,204	50,772	24,159	22,693	35,576	34,771									167,971	34.8%
2	Collection	64,500	64,500	5,009	10,131	4,634	3,065	4,125									26,963	41.8%
3	Treatment	128,300	128,300	14,751	5,575	7,909	6,108	3,054									37,397	29.1%
4	Transfers / Contingency	3,500	3,500	-	-	-	-	-									0	0.0%
Total		679,035	679,504	70,531	39,865	35,236	44,750	41,950	0	0	0	0	0	0	0	0	232,332	34.2%

Capital (included above)		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		
		Original	Current															Total
1	Capital Outlay*	11,000	11,469	-	9,000	-	-	-									9,000	78.5%

Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	Sewer Fund	659,453	683,713	690,235	726,676	717,703	0	0	0	0	0	0	0
2	Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	0	0	0	0	0	0	0

Wastewater Treated		Limit	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
			1	Total Gallons		3,237,000	3,112,000	3,860,000	2,857,000	2,874,000						
2	Average daily gallons	330,000*	104,419	100,387	128,667	92,161	95,800	0	0	0	0	0	0	0	104,287	

* This is the permitted daily limit.

THE VALUE TO ALL OF THE THANKSGIVING AND CHRISTMAS HOLIDAYS

There is an understanding that we each can take away from these two important holiday celebrations in America. I realize that not everyone will agree with me in my view, however, I have tried to live by these standards and have found that these holidays point us all to important elements of our human interface.

Both Thanksgiving and Christmas follow early American Christian tradition, but most other religions of the world have accepted the celebrations into their cultures.

As we celebrated Thanksgiving, many families assembled for the occasion to share a daylong reunion and a very specially prepared meal. Many also then reminisced on family events of past celebrations. These discussions are particularly important to the young of the clan who were not participants in the events of family history. This holiday also is a time when Americans of every nationality are most generous in helping persons in need.

Christmas has become a world-wide time to share presents with family members and with close friends. It seems that the commercial side of the holiday is launched in early October with ads on television commercials and in newsprint. While the day is the heart of the Christian Faith, still all the world is knowledgeable of the origin. May we all reflect on the positive values that we can and should take from this season of celebration.