

**River Bend Town Council
Work Session Minutes
January 11, 2024
Town Hall
7:00 p.m.**

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

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

Members of the Public Present: 9

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, January 11, 2024, at the River Bend Town Hall with a quorum present.

Additions to the Agenda

Councilman Sheffield motioned to add item 7A, a brief discussion of the old Public Works Building, to the agenda. The motion carried unanimously.

Councilwoman Maurer motioned to add item 3B, contract agreement with Rivers and Associates to the agenda. The motion carried unanimously.

VOTE – Approval of Agenda

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

VOTE – Ethics Training Resolution

Councilwoman Benton moved to approve the Ethics Training Resolution as presented. The motion carried unanimously. (see attached)

VOTE – Budget Amendment

Councilwoman Maurer motioned to approve Budget Amendment 23-B-04 as presented. The motion carried unanimously. (see attached)

VOTE – Contract Agreement with Rivers and Associates

Councilwoman Maurer motioned to approve the Water Supply Study Engineering Contract as presented. The motion carried unanimously. (see attached)

Budget Kick-off

Manager Jackson stated that the next council meeting will be the annual budget kick-off meeting and he will give a presentation to the Council.

DISCUSSION – Grant Application Resolution

The Town Manager stated that the resolution included in the agenda package is the standard form from the state of North Carolina that is required. He stated that he is applying for a grant that will allow the Town to upgrade the town's water wells.

DISCUSSION – 1999 Stormwater Drainage Master Plan

Councilman Leonard stated that the Town has a Stormwater Drainage Master Plan that is dated from 1999 and he would like to see the plan updated. He stated he is going to share the plan with EWAB and ask them for recommendations.

Discussion CAC Median Recommendation

Councilwoman Maurer stated that there has been a lot of confusion and rumors on the CAC Median Project recommendation. She stated that she would like to remove #2 from Issue #2 – Roadway Safety in the CAC Median Recommendation. Councilman Weaver stated that the Council agreed that safety was the top priority for this project. He stated that he would like to have #1 removed also regarding walkways. The Council agreed and they will vote at the next meeting.

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

Councilman Sheffield stated that the Council had decided to allow the Red Caboose Community Library to use the old Public Works building, but he thinks the Council should designate the building as the Community Building #3. He stated that town staff would manage usage of the building like the Municipal Building. Councilman Leonard stated that the closed session on the agenda was regarding this topic and he suggest they discuss this in closed session.

REVIEW – Agenda for the January 18, 2024, Council Meeting

The Council reviewed the agenda for the January 18, 2024, Council Meeting.

CLOSED SESSION

Councilman Sheffield moved to go into Closed Session under NCGS 143-318.11(a)(3)(5). The motion carried unanimously. The Council entered Closed Session at 7:51 p.m.

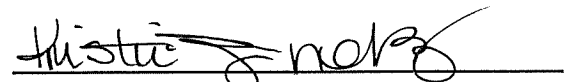
OPEN SESSION

Councilman Sheffield moved to return to Open Session at 8:40 p.m. The motion carried unanimously.

Councilman Sheffield stated that he would like to withdraw his previous comments regarding turning the old Public Works Building into a Community Building.

ADJOURNMENT/RECESS

There being no further business, Councilman Leonard moved to adjourn. The motion carried unanimously. The meeting was adjourned at 8:41 p.m.



Kristie J. Nobles, CMC, NCCMC
Town Clerk

TOWN OF RIVER BEND

RESOLUTION APPROVING A QUALIFIED SOURCE FOR OBTAINING
THE ETHICS TRAINING REQUIRED BY N.C. GEN. STAT. § 160A-87

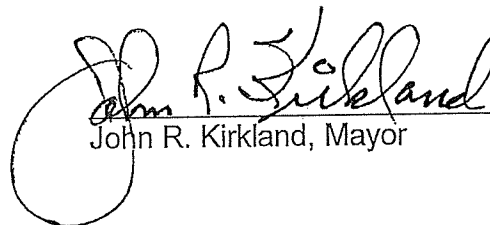
WHEREAS, the North Carolina General Assembly enacted North Carolina General Statute § 160A-87 requiring that all members of this Board receive a minimum of two (2) clock hours of ethics education within twelve (12) months after initial election or appointment and again within 12 months after each subsequent election or appointment to the office;

WHEREAS, said ethics education may be provided by a qualified source other than those expressly described in North Carolina General Statute § 160A-87 at the discretion of this Board pursuant to North Carolina General Statute § 160A-87(c); and

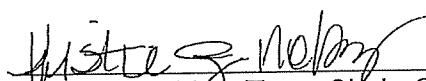
WHEREAS, Sumrell Sugg, P.A. is a qualified source of such ethics education due to the fact that its attorneys have extensive experience and knowledge of the laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level.

NOW THEREFORE, BE IT HEREBY RESOLVED, that Sumrell Sugg, P.A. is approved as a qualified source of the mandated ethics education described in North Carolina General Statute § 160A-87 for the members of this Board, as necessary.

This Resolution is effective upon its adoption this 11th day of January 2024


John R. Kirkland, Mayor

ATTEST:


Kristie J. Nobles, Town Clerk, CMC



TOWN OF RIVER BEND
 BUDGET ORDINANCE AMENDMENT 23-B-04
 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 November 9, 2023, be amended as follows:

Summary

General Fund	2,221,337
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>3,626,241</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	100,486
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	4,600
Transfer From Capital Reserve Fund	43,504
Appropriated Fund Balance	<u>251,257</u>
Total	<u>2,221,337</u>

Section 1. General Fund (continued)

Authorized Expenditures		
Governing Body		47,350
Administration		332,000
Finance		131,306
Tax Listing		13,700
Legal Services		40,090
Elections		0
Police		769,335
Public Buildings		102,000
Emergency Services		2,870
Animal Control		16,225
Street Maintenance		271,050
Public Works		186,050
Leaf & Limb and Solid Waste		52,384
Stormwater Management		44,840
Wetlands and Waterways		2,900
Planning & Zoning		55,000
Recreation & Special Events		11,100
Parks & Community Appearance		55,130
Contingency		20,807
Transfer To General Capital Reserve Fund		55,000
Transfer To L.E.S.A. Fund		12,200
Total		<u>2,221,337</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
		<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 LEOSA 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	<hr/> 655,804

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	<hr/> 655,804

[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	<hr/> 10

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.

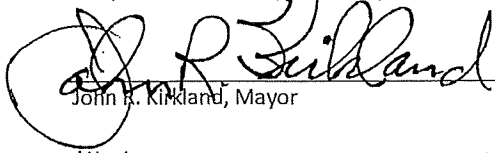
Section 12. Utilization of the Budget Ordinance

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

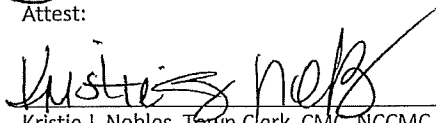
Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 11th day of January, 2024.



John B. Kirkland, Mayor

Attest:



Kristie J. Nobles, Town Clerk, CMC, NCCMC

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **Town of River Bend (Owner)** and **Rivers & Associates, Inc. (Engineer)**. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Water Supply Study (Project)**. Engineer's services under this Agreement (Services) are generally identified as **evaluation of water supply and treatment alternatives and preparation of a report to provide a secure and cost-effective future water supply for the Town.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **12 months from the Effective Date of the Agreement.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.
- E. **Basis of Payment**
 1. **Lump Sum.** Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$100,000.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses:
None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 2. **Hourly Rates.** Owner shall pay Engineer for Services as follows:
 - a. ~~An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Engineer's Standard Hourly Rates are attached as Appendix 1.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$N/A.~~
 3. ~~Direct Labor Costs Times a Factor.~~ Owner shall pay Engineer for Services as follows:

- a. ~~An amount equal to Engineer's Direct Labor Costs times a factor of [specify numeric factor] for Services provided by Engineer's employees, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$[estimated amount].~~
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,

Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

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

Attachments: Appendix 1 – Standard Hourly Rates

Attachment 1 – Engineer's Scope of Work

Attachment 2 – Services to Be Provided By Owner

This Agreement's Effective Date is August 17, 2023.

Owner:

Town of River Bend
(name of organization)

By: *John R. Kirkland*
(authorized individual's signature)

Date: 1/12/24
(date signed)

Name: John R. Kirkland
(typed or printed)

Title: Mayor
(typed or printed)

Address for giving notices:
45 Shoreline Drive
River Bend, NC 28562

Designated Representative:

Name: Delane Jackson
(typed or printed)

Title: Town Manager
(typed or printed)

Address:
45 Shoreline Drive
River Bend, NC 28562

Phone: (252) 638-3870 x213

Email: manager@riverbendnc.org

Engineer:

Rivers & Associates, Inc.
(name of organization)

By: *Gregory J. Churchill*
(authorized individual's signature)

Date: 8-2-23
(date signed)

Name: Gregory J. Churchill, P.E.
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:
107 East Second Street
P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O.)
Designated Representative:

Name: Gregory J. Churchill, P.E.
(typed or printed)

Title: Sr. Project Manager
(typed or printed)

Address:
107 East Second Street
P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O.)

Phone: 252-752-4135

Email: gchurchill@riversandassociates.com

This instrument has been
preaudited as required by the
Local Government Budget and
Fiscal Control Act.

Amanda P. Gilbert

FINANCE OFFICER 1/12/2024

Appendix 1

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01, and are subject to annual review and adjustment **as of June 30th.**

B. *Schedule of Hourly Rates:*

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

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$185.00
Project Manager	\$140.00 to \$180.00
Project Engineer	\$110.00 to \$165.00
Design Engineer	\$85.00 to \$105.00
Landscape Architect	\$95.00 to \$135.00
Planner	\$75.00 to \$95.00
Designer	\$80.00 to \$125.00
CAD Technician	\$65.00 to \$75.00
Project Surveyor	\$90.00 to \$135.00
Party Chief	\$55.00 to \$110.00
Surveyor Technician	\$45.00 to \$65.00
1-Man Robotic	\$100.00 to \$135.00
Resident Project Representative	\$60.00 to \$105.00
Administrative Assistant	\$60.00 to \$70.00
Intern Tech	\$35.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

August 17, 2023

**TOWN OF RIVER BEND
WATER SUPPLY STUDY
ENGINEER'S SCOPE OF WORK
ATTACHMENT 1**

Summary

The Owner desires to have conducted a Water Supply Study to evaluate potential water supply and treatment alternatives in order to provide a secure and cost-effective future water supply for the Town of River Bend.

ENGINEER's Scope of Work shall include the following basic services:

Water Supply Study

1. Compile and review existing water system data and documents provided by Owner.
2. Conduct site visit with hydrogeological subconsultant.
3. Project 20-year future water supply demands.
4. Examine and evaluate future potential for existing wells.
5. Review available data on nearby well systems (City of New Bern, Jones County, USGS publications, and NCDWR Groundwater Management Branch GIS data).
6. Evaluate future potential (yield potential and water quality) for aquifers beneath River Bend.
7. Identify favorable locations for new wells.
8. Identify favorable locations for potential NPDES discharge.
9. Provide preliminary evaluation of waste discharge requirements for water treatment alternatives, including filter-softener and membrane treatment.
10. Identify favorable location(s) for a new Water Treatment Plant (WTP).
11. Prepare preliminary process calculations, narrative and concept schematics for water treatment alternatives.
12. Prepare preliminary calculations, narrative description and concept schematics for waste treatment/discharge requirements.
13. Compile and review data for potential bulk water suppliers (City of New Bern, Craven County, Jones County).
14. Evaluate transmission requirements to deliver bulk finish water to River Bend.
15. Prepare narrative description and concept schematics for bulk transmission alternatives.
16. Research and prepare narrative description for environmental considerations for the various alternatives.
17. Research and prepare narrative description for permitting requirements for the various alternatives.
18. Prepare preliminary cost estimates for viable (1) well field and raw main alternatives, (2) water treatment alternatives, (3) waste discharge alternatives, and (4) bulk water supply and transmission alternatives.
19. Prepare net present value of costs (NPVC) evaluation for viable alternatives.
20. Develop recommendations and narrative.
21. Prepare estimate of potential rate impact for recommended alternative(s).
22. Research and develop narrative relative to potential funding opportunities.
23. Compile draft Water Supply Study report.
24. Review draft Water Supply Study report with owner.
25. Revise, finalize and deliver report to owner.
26. Prepare and deliver presentation to Town Council.

27. Final deliverables include one (1) digital pdf and two (2) bound copies of the final report.

Tasks/services that are not included in ENGINEER's services include, but are not limited to:

1. Any type of field surveying/mapping.
2. Subsurface Utility Exploration (SUE) surveys/mapping.
3. Drawings more detailed than a conceptual/schematic level for existing and/or potential water system improvements.
4. Geotechnical or materials testing.
5. Water quality sampling/testing.
6. Attendance at meetings other than described for basic services.
7. Any other service not specifically identified as basic services.

August 17, 2023

**TOWN OF RIVER BEND
WATER SUPPLY STUDY
SERVICES TO BE PROVIDED BY THE OWNER
ATTACHMENT 2**

OWNER shall provide the following services:

General

1. Make available for the Engineer's use and reliance any and all information at the Owner's disposal concerning the existing water supply, treatment and distribution systems. Assist the Engineer in obtaining such information as may be required for performance of the Project work.
 - a. System maps and drawings.
 - b. Equipment manuals.
 - c. Operational data.
 - d. Financial data.
 - e. Maintenance records and contracts.
 - f. Annual water quality reports.
 - g. Prior studies, evaluation and inspection reports pertaining to the water system.
 - h. Projected growth demands.
 - i. Water production and purchase records.
 - j. Water billing records.
 - k. Water system departmental budgets/audit.
 - l. Water purchase/sell contracts.
 - m. Capital Improvement Plan
2. Make available for general consultation with the Engineer members of the Owner's staff knowledgeable of the water system.
3. Make available Owner's staff knowledgeable of the water system to accompany the Engineer/Hydrogeological subconsultant during site visit.
4. Provide timely review and feedback of reports and documents provided by the Engineer.
5. Any services desired/required not specifically provided by the Engineer's scope of work for basic services.